

**RESOLUTION NO. 2016-XXX**  
**Authorizing Agreement No. 682**

1 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALISTOGA, COUNTY OF**  
2 **NAPA, STATE OF CALIFORNIA AUTHORIZING THE CITY MANAGER TO EXECUTE**  
3 **A PROFESSIONAL SERVICES AGREEMENT FOR AFFORDABLE HOUSING**  
4 **SERVICES FROM THE HOUSING AUTHORITY OF THE CITY OF NAPA**

5 **WHEREAS**, the Calistoga City Council has placed great emphasis on the need  
6 to support and enhance efforts and services to increase affordable housing  
7 opportunities for the residents of Calistoga; and

8 **WHEREAS**, the Calistoga City Council recognizes the need to continually  
9 monitor the occupancy of the affordable housing created within the City to insure  
10 compliance with affordability terms and restrictions and to prepare and submit  
11 monitoring and compliance reports regarding such occupancy to state and federal  
12 agencies on a regular basis; and

13 **WHEREAS**, the Housing Authority of the City of Napa has provided valuable  
14 professional services regarding affordable housing matters to the City in the past,  
15 including the recent successful implementation of a housing rehabilitation program; and

16 **WHEREAS**, the City's budget for Fiscal Year 2016-2017 (Account No. 39-4615-  
17 4402) reflects a \$28,666.00 allocation for affordable housing professional services and it  
18 is anticipated that sufficient funding will be available for allocation in Fiscal Year 2017-  
19 2018, based on anticipated monitoring fees and loan repayments.

20 **NOW, THEREFORE BE IT RESOLVED**, the City Council hereby authorizes the  
21 City Manager to execute a two-year professional services agreement with the Housing  
22 Authority of the City of Napa to provide the services identified in the agreement attached  
23 hereto in an amount not to exceed \$62,192.

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

26 **AYES:**  
27 **NOES:**  
28 **ABSTAIN:**  
29 **ABSENT:**

30 \_\_\_\_\_  
31 **Chris Canning, Mayor**

32  
33 **ATTEST:**

34 \_\_\_\_\_  
35 **Kathy Flamson, City Clerk**

**HOUSING AUTHORITY OF THE CITY OF NAPA AGREEMENT NO. \_\_\_\_\_**

**CITY OF CALISTOGA AGREEMENT NO. 682**

**THIS AGREEMENT** is made and entered into as of July 1, 2016, 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 2016 – 2017 and Fiscal Year 2017 – 2018, 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, 2016 and shall expire on June 30, 2018 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 \$28,666.00 for fiscal year 2016–2017 and \$29,526.00 for fiscal year 2017–2018 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. Any additional services mutually agreed upon shall be billed monthly on a time and materials basis not to exceed \$4,000.00 per fiscal year.

(b) **Maximum Annual Compensation and Expense Reimbursement.** Compensation and reimbursement for expenses by City to Authority under this Agreement for fiscal year 2016-2017 shall be a total of \$28,666.00 and for fiscal year 2017-2018 shall be a total of \$29,526.00; services required beyond those outlined in Exhibit "A" shall be agreed upon and added to the scope of work denoted in Exhibit "A", and billed on a time and materials basis not to exceed \$4,000.00 per fiscal year.

4. **Method of Payment.** An invoice will be presented by the Authority to City for payment on July 1, 2016 for 50% of fiscal year 2016-2017 housing services fees in the amount of \$14,333.00; a second invoice will be presented on January 1, 2017 for the remaining 50% of the housing services fees of \$14,333.00. A third invoice will be presented on July 1, 2017 for 50% of fiscal year 2017-2018 in the amount of \$14,763.00;

a fourth invoice will be presented on January 1, 2018 for the remaining 50% of the housing services fees in the amount of \$14,763.00.

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 the Authority 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 the 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 the 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 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 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.

AUTHORITY

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

CITY OF CALISTOGA

Dylan Feik, City Manager  
City of Calistoga  
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.

This Agreement continues on the following page.

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

**CITY OF CALISTOGA**

By: \_\_\_\_\_  
CHRIS CANNING, Mayor, City Council

ATTEST:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
MICHELLE MARCHETTA KENYON, 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
<b>A. COUNTYWIDE ACTIVITIES</b>	
1. Section 8 Housing Services	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>B. STANDARD HOUSING SERVICES</b>	
1. Regulatory Agreement Monitoring	Provide required annual monitoring of regulatory agreement units summarized in Exhibit C.
2. Review development projects	Technical assistance reviewing proposed housing developments to maximize affordable housing units
3. Affordable Housing Regulatory Agreements	Review affordable housing agreements and make recommendations
4. Annual Meeting with Staff and Council	Report on year's activities

**EXHIBIT "B"**  
**COMPENSATION RATES**

Commencing on July 1, 2016 and ending no later than June 30, 2018, 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 \$58,192.00. Duties requested beyond those items listed in Exhibit "A" will be billed separately upon preauthorization of the City and Authority on a time and materials basis.

An invoice will be presented by the Authority to City for payment on July 1, 2016 for 50% of fiscal year 2016-2017 housing services fees in the amount of \$14,333.00; a second invoice will be presented on January 1, 2017 for the remaining 50% of the housing services fees of \$14,333.00. A third invoice will be presented on July 1, 2017 for 50% of fiscal year 2017-2018 for a total baseline fee of \$14,763.00; a fourth invoice will be presented on January 1, 2018 for the remaining 50% of the housing services fees in the amount of \$14,763.00.

COMPENSATION BREAKDOWN			
Service Provided	FY2016-17 Cost	FY2017-18 Cost	Total Cost
HACN Housing Services	\$28,666	\$29,526	\$58,192

Additional housing services as mutually agreed upon shall be billed on a time and materials bases at a rate of \$100.00 per hour in fiscal year 2016-2017 and \$103 in fiscal year 2018-2019, not to exceed \$4,000.00 per fiscal year.



## EXHIBIT "C"

### MONITORING DETAIL

Project	Type	Affordable Units	Task	Description
Palisades	SFSH	17	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Emerald Oaks	SFSH	1	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Up-date owner database
Silverado Place	SFSH	1	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Saratoga Manor II	SFSH	17	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Calistoga DPA	SFSH	1	Annually	Mail out owner occupancy certification, verify insurance & taxes paid. Follow-up when necessary. Update owner database
Lakewood 1809 Lake St.	Rental	8	Annually	Review Calistoga Affordable Housing, Inc. annual report & tenant certification forms for compliance with Affordable Housing Agreement #0210 & Loan Agreement #0210
Palisades Apts. 40 & 42 Brannan St.	Rental	24	Annually	Review Burbank Housing annual report & tenant certification forms for compliance with Affordable Housing Agreement #0248 & HOME Standard Agreement #07-HOME-3063. Submit Annual Long Term Monitoring Report to HCD. Collect annual monitoring fee.
Paladini Apts.	Rental	4	Annually	Review property owner's annual report and tenant certification forms for compliance with Affordable Housing Agreement. Collect annual monitoring fee.
Luxe Calistoga, Garnett Creek Inn, 1139 Calistoga St.	Rental	4	Annually	Review property owner's annual report and tenant certification forms for compliance with Affordable Housing Agreement. Collect annual monitoring fee.