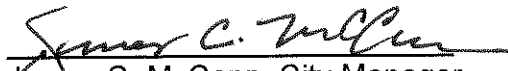


City of Calistoga

Staff Report

TO: Honorable Mayor and City Council
FROM: Charlene Gallina, Planning & Building Director
DATE: February 2, 2010
SUBJECT: Funding Request to Support Calistoga Affordable Housing's "Rebuilding Calistoga" Program

APPROVAL FOR FORWARDING:


James C. McCann, City Manager

1 **ISSUE:** Consideration of a Resolution approving a budget adjustment and
2 authorizing a request to execute a funding agreement with Calistoga Affordable
3 Housing, Inc. (CAH) in the amount of \$10,000 to support CAH's "Rebuilding
4 Calistoga" Program.

5
6 **RECOMMENDATION:** Adopt Resolution.

7
8 **BACKGROUND:** Between 2002 and 2007, the Napa Valley Housing Authority
9 organized and operated the "Christmas in April" Program (later renamed the
10 "Rebuilding Together") to assist low income Napa County residents in
11 homeowner repairs. Calistoga Affordable Housing, Inc. joined in to provide local
12 assistance in program operation and coordination. Through the City of
13 Calistoga's Community Enrichment Grant Program, \$8,000 in funding was
14 granted to the Napa Valley Housing Authority for this program to ensure that
15 homes in Calistoga participated in this program. The program, although popular
16 and successful, required significant Housing Authority staff time and was
17 dissolved in 2007. CAH is proposing to re-establish a low and moderate income
18 (with emphasis on the elderly and handicapped) homeowner repair program in
19 Calistoga similar to the former "Christmas in April" and "Rebuilding Together"
20 Programs.

21
22 In recent years, CAH has received many requests from community members to
23 re-implement a similar program. To address this need, the CAH Board of
24 Directors authorized on January 4, 2010 implementation of the "Rebuilding
25 Calistoga" program. It is CAH's hope to secure \$33,000 to fund the initial year of

26 the program in Calistoga (the attached December 30, 2009 letter from Ms. Erica
27 Roetman Sklar, Executive Director of CAH, outlines the proposal and anticipated
28 program funding). CAH seeks a portion of the proposed program funding (a
29 \$10,000 contribution) from the City of Calistoga (derived from the City's
30 Affordable Housing Fund). It should be further noted that CAH is donating the
31 funds normally used for administration of the program so that 100% of the
32 \$33,000 can be used for materials and specialized labor requirements.

33

34 **DISCUSSION:** Staff recognizes and supports the benefits associated with this
35 program that is targeted to provide assistance to disabled residents and low and
36 moderate income households, and to renovate existing housing stock in the City
37 consistent with General Plan policy. Specifically, Housing Element Goal H-5,
38 Objective H5.1, Action A2.states the following:

39

40 *Housing Element*

41 *Goal H-5 Enhance and promote quality housing design in both new*
42 *and existing development.*

43

44 *Objective H-5.1 Preserve and improve the quality of existing housing.*

45

46 *Action A2. Cooperate with volunteer groups such as Rebuilding*
47 *Together (formerly Christmas in April), when consulted*
48 *by these groups, to help very low- and low-income home-*
49 *owners and renters to maintain and upgrade their*
50 *property.*

51

52 Should Council authorized funding, it is suggested that five requirements be
53 established:

54

- 55 1. The attached Funding Agreement be executed.
- 56 2. Applications be prescreened through the City's Building Official to
57 identify any significant Building/Fire Code issues of concern.
- 58 3. Building permits be obtained for all work when required by the
59 Calistoga Municipal Codes. All required City plan check fees and
60 permit fees for required inspections shall be paid prior to issuance of a
61 building permit.
- 62 4. After completion of each home improved, CAH, Inc. shall submit a
63 report detailing activities provided under the program to be utilized for
64 the City's annual housing report.
- 65 5. An accounting of the use of City funds be provided to the City prior to
66 July 1, 2010.

67

68 Staff finds that proposal by CAH to be very worthwhile and extremely timely. We
69 further believe that use of funds from the Affordable Housing Fund would be
70 appropriate for this program.

71

72 The Rebuilding Calistoga Program is proposed to bring the community together
73 through volunteerism for the purpose of making repairs, and installing products
74 that will improve the living conditions of the low and moderate income elderly and
75 handicapped Calistoga residents. CAH will organize volunteers to make repairs
76 on at least three to five houses in Calistoga a year, with the first event scheduled
77 to occur April 11-24, 2010. The CAH Board and its staff will provided all oversight
78 and coordination of the program; no direct City involvement is required.

79

80 **FISCAL IMPACT:** Sufficient funds are available for this program within the City's
81 Affordable Housing Fund. A budget adjustment will need to be made through the
82 attached resolution to reflect the commitment of funding (not to exceed \$10,000)
83 during the 2009-2010 Fiscal Year.

84

85 **ATTACHMENTS:**

- 86 1. Draft Resolution
- 87 2. Draft Funding Agreement
- 88 3. Request and background information

RESOLUTION 2010-XXX

RESOLUTION OF THE CITY OF CALISTOGA, COUNTY OF NAPA, STATE OF CALIFORNIA APPROVING A FUNDING AGREEMENT WITH CALISTOGA AFFORDABLE HOUSING, INC. FOR THE REBUILDING CALISTOGA PROGRAM

Authorizing Agreement No. XXX

1 **WHEREAS**, the Calistoga Affordable Housing, Inc. (CAH) has requested the City of
2 Calistoga provide \$10,000 towards implementation of Rebuilding Calistoga Program; and
3

4 **WHEREAS**, the Rebuilding Calistoga Program proposes to re-establish a low and
5 moderate income (with emphasis on the elderly and handicapped) homeowner repair
6 program in Calistoga similar to what was formerly called "Christmas in April", whereby CAH is
7 proposing to organize volunteers to make repairs on at least three to five houses in Calistoga
8 a year, with the first event scheduled to occur April 11-24, 2010; and
9

10 **WHEREAS**, City Council recognizes the importance that this program such that it
11 supports the benefits associated with this program that is targeted to provide assistance to
12 low and moderate income households, as well as, renovate existing housing stock in the City
13 consistent with General Plan policy, specifically, Housing Element Goal H-5, Objective H5.1,
14 Action A2.
15

16 **NOW, THEREFORE, BE IT RESOLVED** that a Budget Adjustment to assign funds
17 (\$10,000) within the City's Affordable Housing Fund for the City's contribution to the
18 Rebuilding Calistoga Program; and
19

20 **NOW, THEREFORE BE IT RESOLVED** that the City of Calistoga hereby approves the
21 Calistoga Affordable Housing, Inc. Funding Agreement (attached) for Fiscal Year 2009/2010;
22 and
23

24 **BE IT FURTHER RESOLVED** that the City Manager is hereby authorized to execute
25 said amendment contingent upon approval by the City Attorney; and
26

27 **PASSED AND ADOPTED** by the City Council of the City of Calistoga this 2nd day of
28 February 2010, by the following vote:
29

30 **AYES:**

31 **NOES:**

32 **ABSTAIN/ABSENT:**
33
34
35

JACK GINGLES, Mayor

36
37 **ATTEST:**
38

39 _____
40 **SUSAN SNEDDON, City Clerk**

1 CALISTOGA AFFORDABLE HOUSING, INC.
2 AGREEMENT NO. _____

3
4 **FUNDING AGREEMENT**

5
6 **THIS FUNDING AGREEMENT** (“Agreement”) is made and entered into as of this 2nd
7 day of February 2010, by and between Calistoga Affordable Housing, Inc., hereinafter referred to
8 as “Grantee”, and the City of Calistoga, hereinafter referred to as “Grantor”.

9
10 **RECITALS**

11
12 **WHEREAS**, Grantee is proposing to re-establish a low and moderate income
13 homeowner repair program in Calistoga named “Rebuilding Calistoga”; and

14 **WHEREAS**, the Rebuilding Calistoga Program will utilize volunteers to make repairs on
15 at least three to five houses in Calistoga a year, with the first event scheduled to occur April 11-
16 24, 2010; and

17
18 **WHEREAS**, Grantor recognizes the important contribution attributable to the Rebuilding
19 Calistoga Program in providing assistance to low and moderate income households, as well as,
20 renovating existing housing stock in the City consistent with General Plan policy, specifically,
21 Housing Element Goal H-5, Objective H5.1, Action A2.

22
23 **TERMS**

24
25 **NOW, THEREFORE**, in consideration of the mutual promises of Grantor and Grantee,
26 contained herein, Grantor and Grantee agree as follows:

27
28 1. **Term of the Agreement.** The term of this Agreement shall commence on the
29 date first above written and shall expire on June 30, 2010, except that the obligations of Grantee
30 to Grantor under Paragraph 4 (Records Retention and Monitoring) and Paragraph 7 (Return of
31 Funds) shall survive the expiration date for the periods noted in such Paragraphs, and Paragraph
32 6 (Indemnification) shall continue in full force and effect after said expiration date as to any
33 liability for acts and omissions occurring during the term of this Agreement.

34
35 2. **Use of Funds by Grantee.** Grantee hereby agrees to use all funds conveyed to
36 Grantee by Grantor under this Agreement for the sole purpose of offsetting expenses associated
37 with the Rebuilding Calistoga Program.

38
39 3. **Payment of Funds by Grantor to Grantee.** Grantor agrees to pay to Grantee
40 within 30 days of execution of this Agreement the sum of Ten thousand dollars (\$10,000), to be
41 used by Grantee to cover operating and program expenses for the Rebuilding Calistoga Program.
42 (See Exhibit A for project description) subject to conditions provided in Exhibit B.

44 4. **Records Retention and Monitoring.** Grantee shall maintain records which fairly
45 reflect the activities of Grantee partially funded under this Agreement. Grantor shall have access
46 to any books, documents, papers and records of Grantee which are directly pertinent to the
47 subject matter of this Agreement. Except where longer retention is required by any Federal or
48 State law, Grantee shall maintain all such records for no less than five (5) years after Grantor
49 makes the grant payment called for in this Agreement.
50

51 5. **Independent Grantee.** Grantee shall perform this Agreement as an independent
52 Grantee, and Grantee and its officers, agents, employees are not, and shall not be deemed,
53 Grantor employees for any purpose, including workers' compensation. Nothing in this
54 Agreement shall be construed to grant or confer on Grantor any right, title or ownership in the
55 program. Grantee shall, at its own risk and expense, determine the method and manner by which
56 the activities of Grantee under this Agreement shall be performed.
57

58 6. **Indemnification.** Grantee shall defend, indemnify and hold harmless Grantor, its
59 officers, agents and employees from any claim, loss or liability including, without limitation,
60 those for personal injury (including death) or damage to property, arising out of or connected
61 with any aspect of the performance by Grantee, or its officers, agents, or employees, of activities
62 of Grantee funded under this Agreement.
63

64 7. **Return of Funds.** If Grantee fails to fulfill in a timely and proper manner any of
65 Grantee's obligations under this Agreement or otherwise breaches this Agreement during the
66 term of this Agreement Grantee shall, upon written demand by Grantor, return to Grantor any
67 portion of the funds provided under this Agreement used in violation of Grantee's obligations
68 under this Agreement. Return of funds under this Paragraph shall occur within thirty (30) days of
69 receipt by Grantee of written demand by Grantor and shall include any interest earned thereon by
70 Grantee. Return of funds under this Paragraph shall be in addition to any other remedies
71 available to Grantor by law.
72

73 8. **Non-Discrimination Clause.** During the performance of this Agreement,
74 Grantee and its officers, employees, and agents shall not deny the benefits thereof to any person
75 on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability,
76 nor shall Grantee discriminate unlawfully against any program participant because of race,
77 religion, color, national origin, ancestry, physical handicap, mental disability, medical condition,
78 marital status, age or sex.
79

80 9. **Compliance with Laws.** Grantee shall observe and comply with all applicable
81 Federal, State and local laws, ordinances, and codes.
82

83 10. **No Waiver.** Waiver by either party of any breach or violation of any requirement
84 of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the
85 breach of any other requirement of this Agreement.
86

87 11. **Notices.** All notices required or authorized by this Agreement shall be in writing
88 and shall be delivered in person or by deposit in the United States mail, by certified mail, postage

89 prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or
90 communication that either party desires to give the other party shall be addressed to the other
91 party at the address set forth below. Either party may change its address by notifying the other
92 party of the change of address. Any notice sent by mail in the manner prescribed by this
93 paragraph shall be deemed to have been received on the date noted on the return receipt or five
94 days following the date of deposit, whichever is earlier.

95
96 GRANTEE

97 Calistoga Affordable Housing, Inc.
98 1332 Lincoln Avenue
99 Calistoga, California 94515

GRANTOR

City of Calistoga
1232 Washington St.
Calistoga, CA 94515

100
101 12. **Amendment/Modification.** Except as specifically provided herein, this
102 Agreement may be modified or amended only in writing and with the prior written consent of
103 both parties.

104
105 13. **Interpretation; Venue**

106 (a) Interpretation. The headings used herein are for reference only. The terms
107 of the Agreement are set out in the text under the headings. This Agreement shall be governed
108 by the laws of the State of California.

109 (b) Venue. This Agreement is made in Napa County, California. The venue
110 for any legal action in state court filed by either party to this Agreement for the purpose of
111 interpreting or enforcing any provision of this Agreement shall be in the Superior Court of
112 California, County of Napa, a unified court. The venue for any legal action in federal court filed
113 by either party to this Agreement for the purpose of interpreting or enforcing any provision of
114 this Agreement lying within the jurisdiction of the federal courts shall be the Northern District of
115 California. The appropriate venue for arbitration, mediation or similar legal proceedings under
116 this Agreement shall be Napa County, California.

117
118 14. **Third Party Beneficiaries.** Nothing contained in this Agreement shall be
119 construed to create any rights in third parties and the parties do not intend to create such rights.

120
121 15. **Severability.** If any provision of this Agreement, or any portion thereof, is found
122 by any court of competent jurisdiction to be unenforceable or invalid for any reason, such
123 provision shall be severable and shall not in any way impair the enforceability of any other
124 provision of this Agreement.

125
126 16. **Entirety of Contract.** This Agreement constitutes the entire agreement between
127 the parties relating to the subject of this Agreement and supersedes all previous agreements,
128 promises, representations, understandings and negotiations, whether written or oral, among the
129 parties with respect to the subject matter hereof.

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IN WITNESS WHEREOF, the duly authorized representatives of the parties to this Agreement have executed it as of the date first above written.

OF CALISTOGA

By _____
JAMES C. MCCANN, City Manager

“GRANTOR”

CALISTOGA AFFORDABLE HOUSING, INC.

By _____
ERICA SKLAR, Executive Director

“GRANTEE”

APPROVED AS TO FORM:

ATTEST

Michelle Marchetta Kenyon
City Attorney

Susan Sneddon, City Clerk

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Exhibit A

Rebuilding Calistoga Program
(Description)

Exhibit B

Conditions of Approval

1. The attached Funding Agreement be executed.
2. Applications be prescreened through the City's Building Official to identify any significant Building/Fire Code issues of concern.
3. Building permits be obtained for all work when required by the Calistoga Municipal Codes. All required City plan check fees and permit fees for required inspections shall be paid prior to issuance of a building permit.
4. After completion of each home improved, CAH, Inc. shall submit a report detailing activities provided under the program to be utilized for the City's annual housing report.
5. An accounting of the use of City funds be provided to the City prior to July 1, 2010.