

RESOLUTION RA 10- 004

RESOLUTION OF THE REDEVELOPMENT AGENCY OF
THE CITY OF PASO ROBLES APPROVING A GRANT OF \$7,500 IN LOW
AND MODERATE INCOME HOUSING FUNDS FOR SERVICES PROVIDED
BY THE SAN LUIS OBISPO COUNTY HOUSING TRUST FUND

WHEREAS, the San Luis Obispo County Housing Trust Fund (HTF), a California nonprofit corporation, has submitted a request for a grant of \$7,500 to assist them with their operating funds for Calendar Year 2010; and

WHEREAS, HTF provides technical assistance on affordable housing matters to local jurisdictions and short term financing for affordable housing projects; and

WHEREAS, HTF has technical knowledge and financial resources that should be valuable in assisting the City pursue objectives set forth in the General Plan, the Economic Strategy, and the Redevelopment Implementation Plan; and

WHEREAS, Policy H-1B of the Housing Element calls for the City to “cooperate with private housing developers, nonprofit housing sponsors and public agencies to promote and expand housing opportunities for all segments of the community...”; and

WHEREAS, The 2006 Economic Strategy calls for the City to “identify and evaluate alternatives to increase the labor force resident in the City”; as an implementation of the Economic Strategy, the City has begun preparing a Workforce Housing Strategy to articulate the City’s vision for housing its workforce; technical assistance will be needed in this effort; and

WHEREAS, the 2010-2014 Redevelopment Implementation Plan establishes the following priorities for use of Low and Moderate Income Housing (LMIH) funds:

1. Promote the development of rental units throughout the City;
2. Preserve existing subsidized housing from conversion to market rate;
3. Provide assistance for rehabilitating existing housing; and
4. Provide first-time homebuyer assistance;

WHEREAS, the 2010-2014 Redevelopment Implementation Plan also states that there are numerous other eligible uses of LMIH funds for assisting affordable housing projects that may be pursued; and

NOW, THEREFORE, BE IT FOUND by the Paso Robles Redevelopment Agency that the services that can be provided by HTF in return for the requested grant would be consistent with and advance the policies and implementation/action items set forth in the 2004 Housing Element of the General Plan, the 2010-2014 Redevelopment Implementation Plan and the 2006 Economic Strategy;

NOW, THEREFORE, BE IT RESOLVED BY THE PASO ROBLES REDEVELOPMENT AGENCY to approve HTF’s request in the following form and subject to the following conditions:

1. A one-time grant of LMIH funds to help fund HTF’s expenses for Calendar Year 2010 in the amount of \$7,500;
2. HTF shall provide four quarterly reports to the Redevelopment Agency explaining the services provided to the Agency in return for the grant funds.

3. A Grant Agreement shall be prepared, subject to approval of Agency General Counsel, and executed to address the above-stated forms of assistance prior to disbursement or transfer of LMIH Funds for said purposes.
4. The Agency Secretary/City Manager is hereby authorized to execute the Grant Agreement on behalf of the Agency within the above conditions to account for refinements in the estimates of funds available.

PASSED AND ADOPTED by the Redevelopment Agency of the City of Paso Robles this 18th day of May, 2010 by the following vote:

AYES: Gilman, Picanco, Steinbeck, Strong and Hamon
NOES:
ABSENT:
ABSTAIN:

John Hamon, Chairman

ATTEST:

James L. App, Agency Secretary

GRANT AGREEMENT

THIS GRANT AGREEMENT (this "Agreement") is made as of _____, 2010, between the SAN LUIS OBISPO COUNTY HOUSING TRUST FUND, a California nonprofit public benefit corporation ("Grantee"), and the REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under the Community Redevelopment Law of the State of California (Health & Safety Code Section 33000 et seq.) ("Grantor").

A. Purpose of this Agreement. Grantee provides technical assistance on affordable housing matters to local jurisdictions, including Grantor, and also provides short-term funding for affordable housing projects within the County of San Luis Obispo. Pursuant to Section 33334.2 of the California Health and Safety Code, Grantor has set aside 20% of tax increment revenues allocated to it to improve and increase the supply of affordable housing in the City of El Paso de Robles ("City"). Grantor desires to use a portion of these monies to make a grant to the Grantee to assist Grantee with its operating funds for calendar year 2010. In exchange for such grant, Grantee will provide certain technical assistance to Grantor on affordable housing matters within the jurisdiction of Grantor.

B. The Amended Redevelopment Plan and Redevelopment Implementation Plan. This Agreement is subject to the provisions of the Redevelopment Plan for the Paso Robles Redevelopment Project adopted on November 30, 1987, by Ordinance No. 540 N.S., as amended to date (the "Redevelopment Plan") as well as Grantor's five year redevelopment implementation plan adopted in accordance with California Health & Safety Code Section 33490 (the "Implementation Plan"). The Redevelopment Plan and the Implementation Plan, as they now exist and as they may be subsequently amended, are incorporated herein by reference and made a part hereof as though fully set forth herein.

THEREFORE, Grantee and Grantor agree as follows:

ARTICLE 1. GRANT

1.1. Grant. By and subject to the terms of this Agreement, Grantor agrees to make a grant to Grantee in the amount of SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$7,500) ("Grant"), to assist Grantee with its operating funds for calendar year 2010. The Grant shall be used by Grantee solely for payment of operating costs incurred by Grantee during the 2010 calendar year, and for no other purpose unless otherwise specifically approved by Grantor in writing.

1.2. Technical Assistance Services. In exchange for the Grant provided by Grantor pursuant to Section 1.1, above, Grantee shall provide certain technical assistance services to Grantor, including without limitation, assisting Grantor and the City with the development of its Workforce Housing Strategy; assisting the Housing Authority with plans for upgrading the Oak Park affordable housing project; providing financing and technical assistance to the Paso Robles Nonprofit Housing Corporation's projects; and assisting Grantor, the City and local housing

sponsors to secure state and/or federal funds for their affordable housing projects (collectively, the "Technical Services").

1.3 Reporting. During the term of this Agreement, the Grantee shall submit quarterly progress reports to City describing the accomplishments of the Project, which shall consist of a narrative account of activities conducted supporting the technical services described in this Section 1.2 of this Agreement;

Quarters shall mean the following three-month periods: January 1 to March 31; April 1 to June 30; July 1 to September 30; and October 1 to December 31. Quarterly reports shall be submitted to the City no later than the thirtieth (30th) calendar day following the end of each quarter.

1.4. Effective Date. The effective date ("Effective Date") of this Agreement shall be the date of execution of this Agreement by Grantor.

ARTICLE 2. DISBURSEMENTS

2.1 Disbursement. The Grant will be disbursed to Grantee on or about _____, 2010.

2.2. Disbursed Funds. The disbursement shall be applied by Grantee solely for the purposes for which the funds have been disbursed. Grantor is not obligated to monitor or determine Grantee's use or application of the disbursement.

ARTICLE 3. COVENANTS, REPRESENTATIONS AND WARRANTIES

Grantee makes the following covenants, representations and warranties which in all material respects are true and correct as of the Effective Date and continuing thereafter:

3.1. Authority. Grantee has complied with all laws and regulations concerning its organization, existence and transaction of business. Grantee has, or at all appropriate times shall have, properly obtained all permits and complied with all other applicable statutes, laws, regulations, codes and ordinances applicable to Grantee's operations.

3.2. Enforceability. Grantee is authorized to execute, deliver and perform under this Agreement and this Agreement is a valid, binding, and enforceable obligation of Grantee.

3.3. No Violation. Grantee's undertakings in this Agreement do not violate any applicable statute, law, regulation, code or ordinance or any order or ruling of any court or governmental entity, or conflict with, or constitute a breach or default under, any agreement by which Grantee is bound or regulated. Grantee is not in violation of any statute, law, regulation, code or ordinance, or of any order of any court or governmental entity. There are no claims, actions or proceedings pending or, to Grantee's knowledge, threatened against Grantee.

3.4. Accuracy. All reports, documents, instruments, information and forms of evidence delivered to Grantor by Grantee or at Grantee's direction, concerning the Grant or required by this Agreement are accurate, correct and sufficiently complete to give Grantor true

and accurate knowledge of their subject matter, and do not contain any misrepresentation or omission.

3.5. Obligation to Refrain from Discrimination. Grantee covenants and agrees for itself, its successors, its assigns and every successor in interest, that there shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, religion, sex, marital status, ancestry or national origin in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of any property or in the provision of any Technical Services by Grantee hereunder, nor shall Grantee or any person claiming under or through Grantee establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, or vendees of any property or in the provision of any Technical Services by Grantee hereunder.

ARTICLE 4. EVENT OF DEFAULT

4.1. Default. The following shall constitute an event of default (hereinafter “Event of Default”) under this Agreement:

(a) There shall be a failure to comply with any term, obligation, covenant or condition contained herein or in this Agreement, provided, however, that Grantee shall not be in default if Grantee, after Grantor sends written notice demanding cure of such failure, (a) cures the failure within ten (10) days, or (b) if the cure requires more than ten (10) days, immediately commences to cure the failure and thereafter diligently prosecutes such cure to completion within thirty (30) days after giving notice of the default.

ARTICLE 5. MISCELLANEOUS PROVISIONS

5.1. Expenses. Grantee shall pay Grantor immediately upon demand all reasonable costs and expenses incurred by Grantor in connection with the enforcement or satisfaction by Grantor of any of Grantee's obligations under this Agreement.

5.2. Indemnity. Grantee hereby indemnifies Grantor, against, and holds Grantor, harmless from, any losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses (including attorneys' fees) which Grantor may incur as a direct or indirect consequence of: (i) the making of the Grant, or (ii) any failure at any time of any of Grantee's representations or warranties to be true and correct in any material respect, or (iii) any act or omission by Grantee, any contractor, subcontractor or material supplier, engineer, architect or other person or entity with respect to any of the Technical Services provided by Grantee hereunder. Grantee shall pay immediately upon Grantor's demand any amounts owing under this indemnity together with interest from the date the indebtedness arises until paid at the rate of interest which shall be the highest rate then allowed by law. The indemnity set forth herein shall not extend to losses, damages, liabilities, claims, actions, judgments, court costs and legal or other expenses which Grantor, or any of them, incur to the extent that such are caused by any Grantor's gross negligence or willful misconduct.

5.3. Further Assurances. At Grantor's request and at Grantee's expense, Grantee shall execute, acknowledge and deliver any other instruments and perform any other acts necessary,

desirable or proper (as determined by Grantor) to carry out the purposes of this Agreement or to perfect and preserve any liens created by this Agreement.

5.4. Form of Documents. The form and substance of all documents, instruments, and forms of evidence to be delivered to Grantor under the terms of this Agreement shall be subject to Grantor's approval and shall not be modified, superseded or terminated in any respect without Grantor's prior written approval.

5.5. No Third Parties Benefited. No person other than Grantor and Grantee and their successors and assigns shall have any right of action under this Agreement.

5.6. Notices. All written notices and demands under this Agreement shall be deemed served upon delivery or, if mailed, upon the date shown on the delivery receipt (or the date on which delivery was refused as shown on the delivery receipt) after deposit in United States Postal Service certified mail, postage prepaid, return receipt requested, or after delivery or attempted delivery by an express delivery service, and addressed to the address of Grantee or Grantor appearing below. Notice of change of address may be given in the same manner.

Grantor's Address:

Redevelopment Agency of the City of
El Paso de Robles
1000 Spring Street
Paso Robles, CA 93446
Attn: City Planner

Grantee's Address:

San Luis Obispo Housing Trust Fund
4111 Broad Street, Suite A-4
San Luis Obispo, CA 93401
Attn: Gerald L. Rioux, Executive Director

5.7. Authority to File Notices. Grantee irrevocably appoints and authorizes Grantor, as Grantee's attorney-in-fact, which agency is coupled with an interest, to execute and/or record in Grantor's or Grantee's name any notices, instruments or documents that Grantor deems appropriate to protect Grantor's interests under this Agreement.

5.8. Actions. Following written notice to Grantee, Grantor may commence, appear in or defend any action or proceeding purporting to affect the this Agreement or any of the Technical Services to be provided by Grantee hereunder, or the rights, duties or liabilities of Grantee or Grantor under this Agreement. In exercising this right, Grantor may incur and pay costs and expenses including without limitation, attorneys' fees and court costs and Grantee agrees to pay all such expenses so incurred or paid with interest thereon from the date of such demand at the rate of interest which shall be the highest rate then allowed by law.

5.9. Relationship of Parties. The relationship of Grantee and Grantor under this Agreement is, and shall at all times remain, solely that of grantee and grantor. Grantor neither undertakes nor assumes any responsibility or duty to Grantee or to any third party with respect to the Grant or any Technical Services provided by Grantee hereunder, except as expressly provided in this Agreement. Nothing contained in this Agreement or in any other document or instrument made in connection with this Agreement shall be deemed or construed to create a

partnership, tenancy-in-common, joint tenancy, joint venture or co-ownership by or between Grantor and Grantee. Grantor shall not be in any way responsible for the debts, losses, obligations or duties of Grantee.

5.10. Grantor's Delay. Grantor shall not be liable in any way for Grantor's failure to perform or delay in performing under this Agreement unless such failure or delay is the result of Grantor's gross negligence or willful misconduct, and Grantor may suspend or terminate all or any portion of Grantor's obligations under this Agreement if Grantor's delay or failure results directly or indirectly from, or is based upon, the action, inaction, or purported action, of any governmental or local authority, or any war (whether declared or not), rebellion, insurrection, strike, lock-out, boycott or blockade (whether presently in effect, announced or in the sole judgment of Grantor deemed probable), or any act of God, or any other cause or event beyond Grantor's control.

5.11. Attorneys' Fees; Enforcement. If any attorney is engaged by Grantor to enforce, construe or defend any provision of any of this Agreement, or as a consequence of any Event of Default under this Agreement, with or without the filing of any legal action or proceeding, Grantee shall pay to Grantor, immediately upon demand, the amount of all attorneys' fees and costs incurred by Grantor in connection therewith, together with interest thereon from the date of such demand at the rate of interest which shall be the lower of the highest rate then allowed by law or 10%.

5.12. Assignment. Grantee shall not assign Grantee's interest under this Agreement, or in any monies due or to become due thereunder, without Grantor's prior written consent. Any assignment made without Grantor's consent shall be void. Grantee recognizes that this is not an ordinary grant and that Grantor would not make this grant except in reliance on Grantee's expertise and reputation and Grantor's knowledge of Grantee. Grantor is relying on Grantee's expertise and prior experience to provide the Technical Services set forth herein in accordance with the terms of this Agreement.

5.13. Severability. If any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, that portion shall be deemed severed from this Agreement and the remaining parts shall remain in full force as though the invalid, illegal, or unenforceable portion had never been part of this Agreement.

5.14. Heirs, Successors and Assigns. The terms of this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties; provided however, that this Section does not waive the provisions of Section 5.13.

5.15. Rights Cumulative, No Waiver. All Grantor's rights and remedies provided in this Agreement, granted by law or otherwise, are cumulative and may be exercised by Grantor at any time. Grantor's exercise of any right or remedy shall not constitute a cure of any Event of Default unless all sums then due and payable to Grantor under this Agreement are repaid and Grantee has cured all other Event of Defaults. No waiver shall be implied from any failure of Grantor to take, or any delay by Grantor in taking, action concerning any Event of Default or failure of condition under this Agreement, or from any previous waiver of any similar or

unrelated Event of Default or failure of condition. Any waiver or approval under this Agreement must be in writing and shall be limited to its specific terms.

5.16. Time. Time is of the essence of each term of this Agreement.

5.17. Headings. All headings appearing in any of this Agreement are for convenience only and shall be disregarded in construing this Agreement.

5.18. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Grantee and all persons and entities in any manner obligated to Grantor under this Agreement consent to the jurisdiction of any state court within the State of California having proper venue and also consent to service of process by any means authorized by California law.

5.19. Integration; Interpretation. This Agreement contain or expressly incorporate by reference the entire agreement of the parties with respect to the matters contemplated herein and supersede all prior negotiations. This Agreement shall not be modified except by written instrument executed by all parties. Any reference in any of this Agreement to the Technical Services shall include all or any of the Technical Services anticipated to be provided by Grantee hereunder.

5.20. Execution in Counterparts. This Agreement, and other Grant Documents which expressly so provide, may be executed in any number of counterparts, each of which when executed and delivered will be deemed to be an original and all of which, taken together, will be deemed to be one and the same instrument.

5.21. Conflicts of Interest. No member, official or employee of Grantor shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership or association in which he is directly or indirectly interested. The Grantee warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

5.22. Nonliability of Grantor Officials and Employees. No member, official or employee of Grantor or the City shall be personally liable to the Grantee in the event of any default or breach by Grantor or for any amount which may become due to the Grantee or on any obligations under the terms of this Agreement.

5.23. Nonliability of Grantee Officials and Employees. No member, official or employee of the Grantee shall be personally liable to Grantor in the event of any default or breach by the Grantee or for any amount which may become due to Grantor or on any obligations under the terms of this Agreement.

[SIGNATURES ON THE NEXT PAGE]

Date: _____

REDEVELOPMENT AGENCY OF THE
CITY OF EL PASO DE ROBLES

Executive Director

“GRANTOR”

Approved As To Form:

Agency Counsel

Date: _____

SAN LUIS OBISPO COUNTY
HOUSING TRUST FUND

By: _____

Its: _____

“GRANTEE”

GRANT AGREEMENT

by and between

THE REDEVELOPMENT AGENCY OF THE CITY OF EL PASO DE ROBLES

and

SAN LUIS OBISPO COUNTY HOUSING TRUST FUND