

## **RESOLUTION NO. 2018-093**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE COMMITTEE ON THE SHELTERLESS (COTS) TO PROVIDE RAPID REHOUSING SERVICES FOR ROHNERT PARK IN AN AMOUNT NOT TO EXCEED \$250,000**

**WHEREAS**, the City of Rohnert Park, as the housing successor to the former redevelopment agency, has former redevelopment funds available of which \$250,000 may be spent annually on homeless prevention and rapid rehousing; and

**WHEREAS**, homelessness is a serious problem in Rohnert Park and throughout Sonoma County, which has been exacerbated by the housing lost in the October 2017 fires; and

**WHEREAS**, rapid rehousing, which is based on the Housing First model emphasizing finding and placing individuals and families into housing without preconditions, has proven effective in addressing homelessness; and

**WHEREAS**, the City released a Request for Proposals for a qualified service provider to administer a rapid rehousing program to which COTS responded; and

**WHEREAS**, the City recognizes that COTS is a leader in providing successful Rapid Rehousing Services in Sonoma County with an established presence at the Vida Nueva apartments in Rohnert Park; and

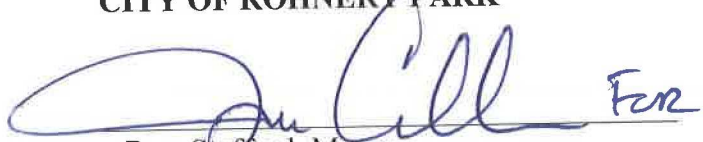
**WHEREAS**, at its duly noticed regular meeting of July 26, 2018, the City Council considered the proposed Agreement with COTS for rapid rehousing services.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Rohnert Park that it does hereby approve and authorize the City Manager to execute an Agreement with COTS for Rapid Rehousing Services, in substantially similar form as that attached hereto as Exhibit "A", subject to minor modifications by the City Manager or City Attorney, in an amount not to exceed two hundred and fifty thousand dollars and no cents (\$250,000.00), with funding from the City's LMIH funds..


**BE IT FURTHER RESOLVED** that the City Manager is hereby authorized and directed to execute any other documents and take all actions to effectuate the terms of the Agreement on behalf of the City of Rohnert Park.

DULY AND REGULARLY ADOPTED this 26<sup>th</sup> day of June, 2018.

CITY OF ROHNERT PARK

  
Pam Stafford, Mayor

ATTEST:

  
Caitlin Saldanha, Assistant City Clerk

Attachment: Exhibit A

AHANOTU: Aye BELFORTE: Aye MACKENZIE: Aye CALLINAN: Aye STAFFORD: Absent  
AYES: ( 4 ) NOES: ( 0 ) ABSENT: ( 1 ) ABSTAIN: ( 0 )

Exhibit A to Resolution

**AGREEMENT FOR RAPID REHOUSING SERVICES**

THIS AGREEMENT FOR RAPID REHOUSING SERVICES (the "Agreement") is entered into as of the \_\_\_\_\_ day of June, 2018, by and between the CITY OF ROHNERT PARK ("City"), a California municipal corporation, and COMMITTEE ON THE SHELTERLESS ("COTS"), a California nonprofit organization.

Recitals

WHEREAS, City desires to obtain rapid rehousing services; and

WHEREAS, COTS hereby warrants to the City that COTS is skilled and able to provide such services as described in Section 3 of this Agreement; and

WHEREAS, City desires to retain COTS pursuant to this Agreement to provide the services described in Section 3 of this Agreement.

Agreement

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

1. Incorporation of Recitals. The recitals set forth above, and all defined terms set forth in such recitals and in the introductory paragraph preceding the recitals, are hereby incorporated into this Agreement as if set forth herein in full.

2. Project Coordination.

A. City. The City Manager or his/her designee, shall represent City for all purposes under this Agreement. The Planner III is hereby designated as the Project Manager. The Project Manager shall supervise the progress and execution of this Agreement.

B. COTS. COTS shall assign Sarah Quinto, Chief Development Officer to have overall responsibility for the progress and execution of this Agreement for COTS.

3. Scope and Performance of Services

A. Scope of Services. Subject to such policy direction and approvals as the City through its staff may determine from time to time, COTS shall perform the services set out in the "Scope of Work" attached hereto as Exhibit A and incorporated herein by reference.

B. Time of Performance. The services of COTS are to commence upon receipt of a written notice to proceed from City, but in no event prior to receiving a fully executed agreement from City and obtaining and delivering the required insurance coverage, and satisfactory evidence thereof, to City. The services of COTS are to be completed not later June

30, 2019. COTS shall perform its services in accordance with the schedule attached hereto as Exhibit A, and incorporated herein by reference. Any changes to these dates in either this Section 3 or Exhibit A must be approved in writing by the Project Manager.

C. Standard of Quality. City relies upon the professional ability of COTS as a material inducement to entering into this Agreement. All work performed by COTS under this Agreement shall be in accordance with all applicable legal requirements and shall meet the standard of quality ordinarily to be expected of competent professionals in COTS' field of expertise.

4. Compensation and Method of Payment.

A. Compensation. The compensation to be paid to COTS, including both payment for professional services, reimbursable expenses and payments to fund COTS rapid rehousing services and programs, shall be at the rate and schedules attached hereto as Exhibit B, and incorporated herein by reference. However, in no event shall the amount City pays COTS and/or funds for COTS programs exceed two hundred fifty thousand dollars and no cents (\$250,000), of which at least \$116,000 will be spent directly on rental assistance and housing stabilization programs. Payment by City under this Agreement shall not be deemed a waiver of unsatisfactory work, even if such defects were known to the City at the time of payment.

B. Timing of Payment.

COTS shall submit itemized monthly statements for work performed and monetary assistance provided. City shall make payment, in full, within thirty (30) days after approval of the invoice by the Project Manager.

C. Changes in Compensation. COTS will not undertake any work that will incur costs in excess of the amount set forth in Paragraph 4(A) without prior written amendment to this Agreement.

D. Taxes. COTS shall pay all taxes, assessments and premiums under the federal Social Security Act, any applicable unemployment insurance contributions, Workers Compensation insurance premiums, sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect and payable by reason of or in connection with the services to be performed by COTS.

E. Litigation Support. COTS agrees to testify at City's request if litigation is brought against City in connection with COTS' work product. Unless the action is brought by COTS or is based upon COTS' negligence, City will compensate COTS for the preparation and the testimony at COTS' standard hourly rates, if requested by City and not part of the litigation brought by City against COTS.

5. Amendment to Scope of Work. City shall have the right to amend the Scope of Work within the Agreement by written notification to COTS. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. COTS shall not commence any work exceeding the Scope of Work without

prior written authorization from the City. Failure of COTS to secure City's written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate City authorization.

6. Term. This Agreement shall commence upon its execution by both parties and shall continue in full force and effect until completed, amended pursuant to Section 21, or otherwise terminated as provided herein.

7. Inspection. COTS shall furnish City with every reasonable opportunity for City to ascertain that the services of COTS are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to the Project Manager's inspection and approval. The inspection of such work shall not relieve COTS of any of its obligations to fulfill the Agreement as prescribed.

8. Ownership of Documents. Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the COTS under the Agreement shall be vested in City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to City without restriction or limitations on their use. COTS may retain copies of the above-described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of City during the term of this Agreement, unless required by law.

9. Employment of Other, Specialists or Experts. COTS will not employ or otherwise incur an obligation to pay other providers, specialists or experts for services in connection with this Agreement without the prior written approval of the City.

10. Conflict of Interest.

A. COTS covenants and represents that neither it, nor any officer or principal of its firm, has, or shall acquire any investment, income, business entity, interest in real property, or other interest, directly or indirectly, which would conflict in any manner with the interests of City, hinder COTS' performance of services under this Agreement, or be affected in any manner or degree by performance of COTS' services hereunder. COTS further covenants that in the performance of the Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City. COTS agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of the City in the performance of the Agreement.

B. COTS is not a designated employee within the meaning of the Political Reform Act because COTS:

(1) will conduct research and arrive at conclusions with respect to its rendition of information, advice, recommendation, or counsel independent of the control and direction of the City or of any City official, other than normal contract monitoring; and

(2) possesses no authority with respect to any City decision beyond the rendition of information, advice, recommendation, or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

11. Liability of Members and Employees of City. No member of the City and no other officer, elected official, employee or agent of the City shall be personally liable to COTS or otherwise in the event of any default or breach of the City, or for any amount which may become due to COTS or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

12. Indemnity.

A. Indemnification. To the fullest extent permitted by law, COTS shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless City and any and all of its officers, officials, employees, agents and volunteers ("**Indemnified Parties**") from and against any and all liability (including liability for claims, demands, damages, obligations, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs and expert witness fees) of any nature ("**Liability**"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to the performance or failure to comply with this Agreement, regardless of any fault or alleged fault of the Indemnified Parties.

For design professionals (as that term is defined by statute) acting within the scope of their professional capacity, to the fullest extent permitted by law, COTS shall, at its own expense, indemnify, protect, defend (by counsel reasonably satisfactory to the City) and hold harmless any Indemnified Parties from and against any and all Liability, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of COTS, or as may be provided by statute in Civil Code § 2782.8, as may be amended from time to time.

The only exception to COTS' responsibility to indemnify, protect, defend, and hold harmless the Indemnified Parties from Liability is due to the active negligence or willful misconduct of City or its elective or appointive boards, officers, agents and employees.

B. Scope of Obligation. COTS' duty to indemnify, protect, defend and hold harmless as set forth in this Section 12 shall include the duty to defend (by counsel reasonably satisfactory to the City) as set forth in California Civil Code § 2778. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable by or for COTS under worker's compensation, disability or other employee benefit acts or the terms, applicability or limitations of any insurance held or provided by COTS and shall continue to bind the parties after termination/completion of this agreement. This indemnification shall be regardless of and not in any way limited by the insurance requirements of this contract. This indemnification is for the full period of time allowed by law and shall survive the termination of this agreement. COTS waives any and all rights to express or implied indemnity against the Indemnified Parties concerning any Liability of COTS arising

out of or in connection with the Agreement or COTS' failure to comply with any of the terms of this Agreement.

COTS' duty to indemnify, protect, defend and hold harmless as set forth in this Section 12 shall not be excused because of COTS' inability to evaluate Liability, or because the COTS evaluates Liability and determines that COTS is not or may not be liable. COTS must respond within thirty (30) calendar days to any tender by the City, unless the time for responding has been extended by an authorized representative of the City in writing. If COTS fails to timely accept such tender, in addition to any other remedies authorized by law, as much of the money due or that may become due to COTS under this Agreement as shall reasonably be considered necessary by the City may be retained by the City until disposition has been made of the matter subject to tender, or until COTS accepts the tender, whichever occurs first. COTS agrees to fully reimburse all costs, including but not limited to attorney's fees and costs and fees of litigation incurred by the City in responding to matters prior to COTS' acceptance of the tender.

13. COTS Not an Agent of City. COTS, its officers, employees and agents shall not have any power to bind or commit the City to any decision.

14. Independent Contractor. It is expressly agreed that COTS, in the performance of the work and services agreed to be performed by COTS, shall act as and be an independent contractor and not an agent or employee of City; and as an independent contractor, COTS shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and COTS hereby expressly waives any claim it may have to any such rights.

15. Compliance with Laws.

A. General. COTS shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. COTS represents and warrants to City that it has and shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, insurance and approvals which are legally required for COTS to practice its profession. Except as otherwise allowed by City in its sole discretion, COTS and all COTSs shall have acquired, at their expense, a business license from City in accordance with Chapter 5.04 of the Rohnert Park Municipal Code prior to City's issuance of an authorization to proceed with the Services. Such license(s) must be kept valid throughout the term of this Agreement. The City is not responsible or liable for COTS' failure to comply with any or all of the requirements contained in this paragraph.

B. Workers' Compensation. COTS certifies that it is aware of the provisions of the California Labor Code which require every employee to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and COTS certifies that it will comply with such provisions before commencing performance of the Agreement and at all times in the performance of the Agreement.

C. Prevailing Wage. COTS and COTS' subcontractors (if any) shall, to the extent required by the California Labor Code, pay not less than the latest prevailing wage rates to workers and professionals as determined by the Director of Industrial Relations of the State of

California pursuant to California Labor Code, Part 7, Chapter 1, Article 2. Copies of the applicable wage determination are on file at the City's office of the City Clerk.

D. Injury and Illness Prevention Program. COTS certifies that it is aware of and has complied with the provisions of California Labor Code § 6401.7, which requires every employer to adopt a written injury and illness prevention program.

E. City Not Responsible. City is not responsible or liable for COTS' failure to comply with any and all of its requirements under this section and Agreement.

F. Waiver of Subrogation. COTS and COTS' insurance company agree to waive all rights of subrogation against City, its officers, elected officials, employees, agents and volunteers for losses paid under COTS' workers' compensation insurance policy which arise from the work performed by COTS for the City.

16. Confidential Information. All data, documents, discussions or other information developed or received by or for COTS in performance of this Agreement are confidential and not to be disclosed to any person except as authorized by the City, or as required by law.

17. Assignment; Subcontractors; Employees

A. Assignment. COTS shall not assign, delegate, transfer, or convey its duties, responsibilities, or interests in this Agreement or any right, title, obligation, or interest in or to the same or any part thereof without the City's prior written consent. Any assignment without such approval shall be void and, at the City's option, shall immediately cause this Agreement to terminate.

B. Subcontractors; Employees. COTS shall be responsible for employing or engaging all persons necessary to perform the services of COTS hereunder. No subcontractor of COTS shall be recognized by the City as such; rather, all subcontractors are deemed to be employees of COTS, and COTS agrees to be responsible for their performance. COTS shall give its personal attention to the fulfillment of the provisions of this Agreement by all of its employees and subcontractors, if any, and shall keep the work under its control. If any employee or subcontractor of COTS fails or refuses to carry out the provisions of this Agreement or appears to be incompetent or to act in a disorderly or improper manner, it shall be discharged immediately from the work under this Agreement on demand of the Project Manager.

18. Insurance. Without limiting COTS' indemnification provided herein, COTS shall comply with the requirements set forth in Exhibit C to this Agreement.

19. Termination of Agreement; Default.

A. This Agreement and all obligations hereunder may be terminated at any time, without cause, by the City upon 60-days' written notice to COTS, or with cause, by the City upon 15 days' written notice to COTS.

B. If COTS fails to perform any of its obligations under this Agreement within the time and in the manner herein provided or otherwise violate any of the terms of this

Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice. In such event, COTS shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by COTS bear to the total services otherwise required to be performed for such total fee; provided, however, that the City shall deduct from such amount the amount of damages, if any, sustained by City by virtue of the breach of the Agreement by COTS.

C. In the event this Agreement is terminated by City without cause, COTS shall be entitled to any compensation owing to it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment.

D. Upon termination of this Agreement with or without cause, COTS shall turn over to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by COTS or its subcontractors, if any, or given to COTS or its subcontractors, if any, in connection with this Agreement. Such materials shall become the permanent property of the City. COTS, however, shall not be liable for the City's use of incomplete materials nor for the City's use of complete documents if used for other than the project contemplated by this Agreement.

20. Suspension. The City shall have the authority to suspend this Agreement and the services contemplated herein, wholly or in part, for such period as it deems necessary due to unfavorable conditions or to the failure on the part of COTS to perform any provision of this Agreement. COTS will be paid for satisfactory Services performed through the date of temporary suspension.

21. Merger; Amendment. This Agreement constitutes the complete and exclusive statement of the agreement between the City and COTS and shall supersede all prior negotiations, representations, or agreements, either written or oral. This document may be amended only by written instrument, signed by both the City and COTS. All provisions of this Agreement are expressly made conditions.

22. Interpretation. This Agreement shall be interpreted as though it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the ground that said party was solely or primarily responsible for drafting the language to be interpreted.

23. Litigation Costs. If either party becomes involved in litigation arising out of this Agreement or the performance thereof, the court in such litigation shall award reasonable costs and expenses, including attorneys' fees, to the prevailing party. In awarding attorneys' fees, the court will not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith.

24. Time of the Essence. Time is of the essence of this Agreement.

25. Written Notification. Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other party shall be in

writing and either served personally or sent by prepaid, first class mail. Any such notice, demand, etc. 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. Notice shall be deemed communicated within 72 hours from the time of mailing if mailed as provided in this section.

If to City: City Manager  
City of Rohnert Park - City Hall  
130 Avram Avenue  
Rohnert Park, CA 94928

If to COTS: Sarah Quinto, Chief Development Officer  
COTS  
P.O. Box 2744  
Petaluma, CA 94953

26. COTS' Books and Records.

A. COTS shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the City and all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years, or for any longer period required by law, from the date of termination or completion of this Agreement.

B. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such documents shall be provided to the City for inspection when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at COTS' address indicated for receipt of notices in this Agreement.

C. The City may, by written request by any of the above-named officers, require that custody of the records be given to the City and that the records and documents be maintained in the City Manager's office.

27. Agreement Binding. The terms, covenants, and conditions of this Agreement shall apply to, and shall bind, the heirs, successors, executors, administrators, assigns, and subcontractors of both parties.

28. Equal Employment Opportunity. COTS is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. COTS will not discriminate against any employee or applicant for employment because of race, age, sex, creed, color, sexual orientation, marital status or national origin. COTS will take affirmative action to ensure that applicants are treated during such employment without regard to race, age, sex, creed, color, sexual orientation, marital status, or national origin.

Such action shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; lay-offs or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. COTS further agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

29. City Not Obligated to Third Parties. The City shall not be obligated or liable for payment hereunder to any party other than COTS.

30. Waiver. No failure on the part of either party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that party may have hereunder.

31. Severability. If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had not been contained herein.

32. Exhibits. The following exhibits are attached to this Agreement and incorporated herein by this reference:

- A. Exhibit A: Scope of Work and Schedule of Performance
- B. Exhibit B: Compensation
- C. Exhibit C: Insurance Requirements

33. Execution. This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

34. News Releases/Interviews. All COTS news releases, media interviews, testimony at hearings and public comment shall be shared in advance with and approved by the City of Rohnert Park; all communications from City of Rohnert Park regarding this contract shall be shared in advance with COTS. In all written press releases and news media, COTS shall be referred to as COTS (not Committee on the Shelterless). References to our location shall be stated as "headquartered in Petaluma" or "serving Sonoma County."

35. Applicable Law; Venue. This Agreement shall be construed and interpreted according to California law. In the event that suit shall be brought by either party hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the County of Sonoma, California.

36. Authority. Each individual executing this Agreement on behalf of one of the parties represents that he or she is duly authorized to sign and deliver the Agreement on behalf of such party and that this Agreement is binding on such party in accordance with its terms.

37. Statement of Economic Interest. If City determines COTS comes within the definition of consultant under the Political Reform Act (Government Code §87100), COTS shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with the Clerk of the City of Rohnert Park disclosing COTS and/or such other person's financial interests.

IN WITNESS WHEREOF, the City and COTS have executed this Agreement as of the date first above written.

CITY OF ROHNERT PARK

COTS

By: \_\_\_\_\_

City Manager

Date: \_\_\_\_\_

Per Resolution No. 2018-\_\_ adopted by the Rohnert Park  
City Council at its meeting of June 26, 2018.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_

City Attorney

## EXHIBIT A

### Scope of Work and Schedule of Performance

#### RAPID REHOUSING SERVICES

Overview: The COTS Rapid Re-Housing (RRH) program is based on a national best practice intervention that provides financial assistance and stabilization services to quickly return people experiencing homelessness to permanent housing. The program proposed for the City of Rohnert Park will serve 53 individuals and families, 95% of which will remain permanently housed at exit.

Project dates: July 1, 2018 – June 30, 2019

Service location(s): Personnel will be based at the COTS Housing Hub at 575 W. College Ave in Santa Rosa and the Mary Isaak Center at 900 Hopper Street in Petaluma. Participant meetings can be conducted in Rohnert Park, in homes, or at a convenient location for participants. The initial applications are submitted online (with assistance if required) and screenings are conducted over the phone.

Special qualifying criteria: First priority will be given to individuals or families who lost housing in Rohnert Park. Second priority will be given to individuals or families who are currently homeless in Rohnert Park. Third priority will be given to individuals or families who lost housing in Sonoma County or are currently homeless in Sonoma County. Participants screened in for the Rapid Re-Housing program generally meet the criteria set forth in Tiers 1 and Tiers 2 of the Rapid Re-Housing Triage Tool created by the National Alliance to End Homelessness.

#### Subpopulations served

- Individuals with substance use disabilities
- Individuals with mental health disabilities
- Victims of domestic violence / sexual assault
- 

#### Income based on Area Median Income (AMI)

- 70% will be extremely low income (below 30% of AMI)
- 20% will be very low income (between 31% and 50% AMI)
- 10% will be low income (Between 51% and 80% AMI)

#### Short Term Outcomes

- **95% (50 of 53) family members and/or individuals** that are successfully housed during the fiscal year, will remain permanently housed upon exit from the program\*
- **85% (21 of 25) adults retain or increase income through benefits and/or employment\*** increasing their stability in permanent housing

\*Measured at exit from program, which means the point at which services are no longer provided to the participant by COTS.

## CORE SERVICES

**Intake:** Participants are screened for suitability for the program, which includes ability to sustain housing once assistance ends ("program exit"). COTS does not screen out for substance use or mental illness unless it is a substantial barrier to maintaining housing.

**Assessment:** Participants are assessed for amount, level, and type of financial assistance needed. Financial assistance received may include any of the following:

- Application fees
- Security deposit
- Last month's rent
- Utility deposits
- Utility payments
- Moving costs
- Time-limited rental assistance

**Customized case management:** A customized Housing Plan is created based on assessment data. Once created, case managers may offer the following, depending on participant needs:

- Connections to services essential to maintaining housing stability, including:
  - Budgeting and saving strategies
  - Health services through Petaluma Health Center in Rohnert Park
  - Behavioral and mental health resources, as available
- Education around participant on landlord-tenant rights/responsibilities.
- Assistance around employment needs and benefits eligibility, and referrals to community resources, such as Job Link, Disability Services Legal Center, and Department of Rehabilitation, that specialize in employment services and disability benefits access.
- Housing search and location services.

**Landlord engagement:** Participants are guided through potential or actual landlord issues. Landlord tenant issues are addressed as needed. Services include:

- Landlord outreach, engagement and negotiation.
- Habitability inspections for all units and housing documentation for participant file.
- Check-ins with landlord periodically for updates.
- Alternative housing placement options for household if landlord is considering eviction.

**Program review:** Regular program evaluation and review is conducted using:

- Weekly supervision and participant case review with Case Manager, Case Management Supervisor, Housing Specialist, and Director of Housing Programs
- Exit Surveys
- Monthly operational meetings
- Data collection.

Documentation and reporting: COTS RRH staff will input client data into the Federal Homeless Management Information System (HMIS), following all relevant data quality standards. The number of individuals and households served, income demographics, ethnicity, outcome performance, significant changes in program staffing, and anecdotal descriptions of services provided by this RRH program will be reported quarterly to the designated contact at the City of Rohnert Park.

# EXHIBIT B

## Compensation

<b>Total Maximum Program Expenditures</b>	<b>\$250,000</b>
Total Programmatic Expenses	\$212,199
Housing Specialist (FTE 0.6)	\$36,000
Case Manager (FTE 1.0)	\$60,000
Rental Assistance	\$58,100
Housing Stabilization	\$58,100
Total Operational and Administrative Expenses	\$37,801
Administration/Indirect Expenses (10%)	\$25,000
Operational Expenses	\$12,801
Computers	\$2,000
Other Office Expenses	\$4,584
Telephone/Cell Phone	\$1,320
Office Furniture	\$1,650
Office Supplies	\$1,440
Printing & Copying	\$174
Advertising to Clients (Outreach)	\$2,000
Mileage	\$4,217
<b>TOTAL ALL DIRECT EXPENSES</b>	<b>\$225,000</b>
<b>TOTAL ALL DIRECT &amp; INDIRECT EXPENSES</b>	<b>\$250,000</b>

## EXHIBIT C

### INSURANCE REQUIREMENTS for Services Agreement

Re: \_\_\_\_\_

*Prior to the beginning of and throughout the duration of the Work, COTS will maintain insurance in conformance with the requirements set forth below. COTS will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, COTS agrees to amend, supplement or endorse the existing coverage to do so. COTS acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.*

*COTS shall provide the following types and amounts of insurance:*

General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$2,000,000 (Two Million Dollars) per accident. If COTS owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If COTS or COTS' employees will use personal autos in any way on this project, COTS shall provide evidence of personal auto liability coverage for each such person.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000 (One Million Dollars) per accident or disease.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a "pay on behalf" basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured's liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of COTS, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$2,000,000 (Two Million Dollars) per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of COTS and "Covered Professional Services" as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 (Two Million Dollars) per claim and in the aggregate. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

*Insurance procured pursuant to these requirements shall be written by insurers that are admitted carriers in the state of California and with an A.M. Bests rating of A- or better and a minimum financial size VII.*

General conditions pertaining to provision of insurance coverage by COTS. COTS and City agree to the following with respect to insurance provided by COTS.

1. COTS agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent. If completed operations coverage is excluded, the policy must be endorsed to include such coverage. COTS also agrees to require all contractors, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit COTS, or COTS' employees, or agents, from waiving the right of subrogation prior to a loss. COTS agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all contractors and subcontractors to do likewise.
3. The worker's compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, elected officials, employees, agents, and volunteers for losses paid under the terms of this policy which arise from the work performed by the named insured for the City.
4. All insurance coverage and limits provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to the City or its operations limits the application of such insurance coverage.
5. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
6. No liability policy shall contain any provision or definition that would serve to eliminate so-called "third party action over" claims, including any exclusion for bodily injury to an employee of the insured or of any contractor or subcontractor.
7. All coverage types and limits required are subject to approval, modification and additional requirements by the City, as the need arises. COTS shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City's protection without City's prior written consent.
8. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to COTS' general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to

pay the premium. Any premium so paid by City shall be charged to and promptly paid by COTS or deducted from sums due COTS, at City option.

9. Certificate(s) are to reflect that the insurer will provide 30 days notice to City of any cancellation of coverage. COTS agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, or that any party will "endeavor" (as opposed to being required) to comply with the requirements of the certificate.
10. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by COTS or any subcontractor, is intended to apply first and on a primary, non-contributing basis in relation to any other insurance or self insurance available to City.
11. COTS agrees to ensure that subcontractors, and any other party involved with the project who is brought onto or involved in the project by COTS, provide the same minimum insurance coverage required of COTS. COTS agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. COTS agrees that upon request, all agreements with subcontractors and others engaged in the project will be submitted to City for review.
12. COTS agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any contractor, subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of work on the project contemplated by this agreement to self-insure its obligations to City. If COTS' existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to the City. At that time the City shall review options with COTS, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
13. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving COTS ninety (90) days advance written notice of such change. If such change results in substantial additional cost to COTS, the City will negotiate additional compensation proportional to the increased benefit to City.
14. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
15. COTS acknowledges and agrees that any actual or alleged failure on the part of City to inform COTS of non-compliance with any insurance requirement in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
16. COTS will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason. Termination of this obligation is not effective until City executes a written statement to that effect.

17. COTS shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from COTS' insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
18. The provisions of any workers' compensation or similar act will not limit the obligations of COTS under this agreement. COTS expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its officers, elected officials, employees, agents, and volunteers.
19. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
20. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
21. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
22. COTS agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or COTS for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
23. COTS agrees to provide immediate notice to City of any claim or loss against COTS arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

## CERTIFICATE OF CONSULTANT

I HEREBY CERTIFY that I am the \_\_\_\_\_, and a duly authorized representative of the firm of \_\_\_\_\_, whose address is \_\_\_\_\_, and that neither I nor the above firm I here represent has:

- a) Employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit to secure this Agreement.
- b) Agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement; or
- c) Paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement;

Except as here expressly stated (if any);

I acknowledge that this certificate is subject to applicable State and Federal laws, both criminal and civil.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature