

RESOLUTION NO. 2011-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN THE COMMITTEE ON THE SHELTERLESS AND THE CITY OF ROHNERT PARK TO PROVIDE MANAGEMENT SERVICES FOR THE SHARED HOUSING PROGRAM AND AUTHORIZING THE PROVISION OF FINANCIAL ASSISTANCE FROM THE CITY'S AFFORDABLE HOUSING TRUST FUND

WHEREAS, Committee on the Shelterless ("COTS") has successfully managed five (5) shared living homes for single parent families at risk of becoming homeless (collectively "Shared Living Homes") and the HUD-funded Alma Street transitional home for at-risk mothers with children transitioning from homelessness to independent living ("Alma Street Facility"); and

WHEREAS, COTS provides counseling, educational opportunities and financial training for very low-income Rohnert Park families through its Shared Housing Program; and

WHEREAS, COTS is experiencing a funding shortfall from grant requests and private donations and is now requesting financial support of \$85,281 for the 2011/12 FY to assist in the operation of the Shared Living Homes; and

WHEREAS, COTS requires emergency contingency construction funding in the amount of \$2,000 per home or \$10,000 total for maintenance emergencies; and

WHEREAS, COTS has applied for and has been granted HUD Supportive Housing Grant funds and requests matching funds from the City in the amount of \$4,000 for the 2011/12 FY to subsidize below-market rate rents of the HUD-funded Alma Street Facility; and

WHEREAS, City has established an affordable housing trust fund ("Housing Trust Fund") pursuant to Section 17.07.020(N) of the City's Municipal Code for purposes consistent with COTS' program of activities described herein ("Program"); and

WHEREAS, Ordinance No. 826, adopted by the City Council on October 26, 2010, amended Section 17.07.020(N)(3) of the Rohnert Park Municipal Code to establish the Community Development Commission ("CDC") Five Year Implementation Plan as the reference document for defining and prioritizing the uses of monies in the Housing Trust Fund; and

WHEREAS, COTS' Program is identified for funding in the current Five Year Implementation Plan; and

WHEREAS, there are sufficient funds available to the City Council in the Housing Trust Fund for use in funding COTS' FY 2011/12 request for financial assistance; and

WHEREAS, City wishes to enter into an agreement with COTS for management of the Shared Living Homes and the provision of financial assistance in support of the Shared Housing Program, Alma Street Facility and emergency contingency construction funding.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the provision of financial assistance from the Housing Trust Fund in the full amount requested by COTS for FY 2011/12.

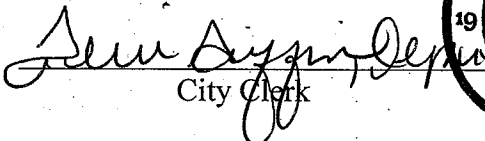
BE IT FURTHER RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the City entering into the proposed Agreement by and between the Committee on the Shelterless and the City of Rohnert Park in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor modifications by the City Manager or City Attorney..

BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute documents pertaining to same for and on behalf of the City of Rohnert Park.

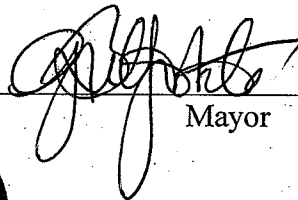
DULY AND REGULARLY ADOPTED this 28th day of June, 2011.

CITY OF ROHNERT PARK

ATTEST:


City Clerk




Mayor

AHANOTU: <u>AYE</u>	CALLINAN: <u>AYE</u>	MACKENZIE: <u>AYE</u>	STAFFORD: <u>AYE</u>	BELFORTE: <u>AYE</u>
AYES: (5)	NOES: (0)	ABSENT: (0)	ABSTAIN: (0)	

**AGREEMENT
BY AND BETWEEN THE COMMITTEE ON THE SHELTERLESS (COTS) AND
THE CITY OF ROHNERT PARK TO PROVIDE MANAGEMENT SERVICES
FOR THE SHARED HOUSING PROGRAM**

This Agreement, dated _____ by and between the Committee on the Shelterless, a California nonprofit public benefit corporation (hereinafter referred to as "COTS") and the City of Rohnert Park, a municipal corporation (hereinafter referred to as "City").

WITNESSETH

WHEREAS, COTS has successfully managed five (5) shared living homes for children and their parents who are homeless or at risk of becoming homeless (collectively, "Shared Living Homes") and the COTS-leased, HUD-funded Alma Street transitional home for at-risk single mothers with children transitioning from homelessness to independent living, ("Alma Street Facility") as well as provided counseling, educational opportunities and financial training for very low-income Rohnert Park families; and

WHEREAS, COTS has applied for and has been granted HUD Supportive Housing Grant funds and requests matching funds from the City in the amount of \$4,000 for the 2011/12 FY to subsidize below-market rate rents of the HUD-funded Alma Street Facility; and

WHEREAS, COTS is experiencing a funding shortfall from grant requests and private donations and is now requesting financial support of \$85,281 for the 2011/12 FY to assist in the support of the five (5) shared homes in Rohnert Park through June 30, 2012; and

WHEREAS, COTS requires emergency contingency construction funding in the amount of \$2,000 per home or \$10,000 total for maintenance emergencies; and

WHEREAS, between 1999 and 2010, the Community Development Commission of the City of Rohnert Park ("CDC") has provided financial assistance to COTS for the operation of the Shared Living Homes and the Alma Street Facility; and

WHEREAS, on March 8, 2011, the CDC granted fee title to the Shared Living Homes to the City; and

WHEREAS, the City has established an affordable housing trust fund ("Affordable Housing Trust Fund") pursuant to Section 17.07.020(N) of the City's Municipal Code for purposes consistent with the Program described herein; and

WHEREAS, the City wishes to enter into this Agreement with COTS for management of the Shared Living Homes and the Alma Street Facility and provision of financial assistance from the Affordable Housing Trust Fund to COTS to assist the households living in these units in transitioning from homeless to mainstream living in Rohnert Park; and

WHEREAS, the City will fund the \$85,281 rental subsidy for management services (staffing, operations and maintenance) in support of the Shared Living Homes, the \$10,000 for emergency contingency construction funding for the Shared Living Homes, and the \$4,000 matching fund contribution for the Alma Street Facility (collectively, "City Financial Assistance").

NOW, THEREFORE, COTS and City, for and in consideration of the mutual promises and agreements herein contained do agree as follows:

I. 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.

II. PROGRAM

Property/Program Management. COTS shall manage the properties listed below on behalf of the City to provide homeless families with a comfortable and safe shelter and professional support in identifying and overcoming barriers to self-sufficiency and building and implementing concrete plans for moving on to independent living, as further provided in the Scope of Work ("Program") attached to this Agreement as Exhibit A:

7982 Santa Barbara Drive
746 Brett Avenue
309 Burton Avenue

7668 Beverly Drive
7783 Burton Avenue

III. CITY FINANCIAL ASSISTANCE

City shall pay the City Financial Assistance to COTS as follows:

Within sixty (60) days of execution of this Agreement by City, City shall pay COTS the sum of Eighty Nine Thousand Two Hundred Eighty One (\$89,281), consisting of Eighty Five Thousand Two Hundred Eighty One (\$85,281) to support the five (5) Shared Living Homes and Four Thousand Dollars (\$4,000) as the matching fund contribution for the Alma Street Facility. City shall establish a fund for emergency contingency construction funding for the Shared Living Homes in the amount of \$2,000 per home or \$10,000 total for repair emergencies ("Emergency Maintenance Fund"). To the extent reasonably possible, COTS shall obtain prior written approval from City for expenses to be reimbursed through the Emergency Maintenance Fund. COTS shall submit invoices and supporting receipts for expenses to be reimbursed from the Emergency Maintenance Fund within sixty (60) days of payment, and City shall reimburse COTS for eligible expenses within sixty (60) days of receipt of such submissions. In no event shall the Emergency Maintenance Fund be used for routine maintenance, but shall instead be used only for unforeseen major repairs to conditions (e.g., major water leak, sewer line backup/breach, electrical malfunction) that pose an imminent health or safety risk. At the discretion of the City Manager or his/her designee, COTS may submit a reimbursement request in excess of Two Thousand Dollars

(\$2,000) for emergency repairs on any home as long as the total of all reimbursement requests does not exceed \$10,000. COTS shall not be responsible for emergency repairs that may exceed \$10,000, provided however that COTS shall not undertake repairs costing in excess of \$10,000 without first consulting with and obtaining approval of City.

IV STANDARD OF QUALITY

City relies on the experience and ability of COTS as a material inducement to enter 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 an experienced affordable housing provider.

V. TERM

The term of this Agreement shall begin on the 1st day of July, 2011 and shall continue until a 90-day written notice of termination is issued, or on the date of the expenditure of the total funding commitment amount provided for herein; or upon the termination pursuant to provisions of cause stated within this agreement.

VI. 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.

VII. CORPORATION ORGANIZATION

COTS shall:

1. Provide City with copies of the following documents, evidencing filing with the appropriate governmental agency:
 - a) A copy of the current Bylaws of COTS;
 - b) Documentation of its Internal Revenue Service non-profit status;
 - c) Names and addresses of the current Board of Directors of COTS; and
 - d) A copy of the COTS's adopted personnel policies and procedures.
- 2) Immediately report to City any changes, subsequent to the date of this Agreement, in COTS's Articles of Incorporation, Bylaws, Board of Directors, personnel policies and procedures, or tax exempt status.

- 3) Maintain no member of its Board of Directors as a paid employee, agent, independent contractor, or subcontractor under this Agreement.
- 4) Keep minutes of all its regular and special meetings.
- 5) Comply with all provisions of California and Federal non-profit corporation laws.

VIII. PROGRAM PERFORMANCE

COTS shall:

- 1) Conduct the Program within the City of Rohnert Park for the purpose of benefiting low income households defined as households earning eighty percent (80%) or less of the area median income in Sonoma County, adjusted for family size.
- 2) Conduct interview and screening process to ensure eligibility of Program applicants prior to assigning housing which will provide shared living environments and support services for qualifying low income families.
- 3) Pay all charges against premises for water, gas, electricity, telephone and garbage services.
- 4) Maintain premises in good repair as may be necessary to provide a safe and healthy living environment. Repairs include but are not limited to: interior painting, minor plumbing, landscaping, repair of household appliances, and minor repairs such as replacement of locks, doors, screens and windows as needed.
- 5) Notify City of any property damage or personal injury occurring on premises immediately upon knowledge of such occurrence.
- 6) File semi-annual reports with City on the type and number of services rendered through the operation of the Program, a description of the beneficiaries of these services, and an evaluation of the manner in which the Program is achieving its objectives and goals. These semi-annual reports shall be due on January 15 and July 15 each year and shall cover the six months immediately preceding the date on which the report is filed.
- 7) Include an acknowledgment of City funding and support on all appropriate publicity and publications using words to the effect: "funded in whole or part by the City of Rohnert Park."

City shall be responsible for major repair and replacement expenses, including but not limited to: repair and replacement of roof, exterior paint, repair or replacement of plumbing systems, underground sprinkler systems, and carpets. COTS shall anticipate major repairs through the conduct of annual inspections by a licensed contractor. Annual inspections shall take place no later than April 15th of each year. A copy of the annual inspections shall be provided to the City so that the funds can be set-aside to make the necessary repairs and guarantee the health and safety of the residents living in the Shared

Living Homes.

IX. FISCAL RESPONSIBILITIES

COTS shall:

- 1) Document all Program revenues and costs and maintain adequate cost records.
- 2) Certify current and continuous insurance coverage, subject to City approval and in accordance with requirements as outlined in Section ___ of this Agreement.
- 3) Provide to City, within 90 days, a copy of any audit and management letter.

X. RECORDS

COTS shall:

- 1) Maintain complete and accurate records of all its transactions including, but not limited to, contracts, invoices, time cards, cash receipts, vouchers, canceled checks, bank statements, client statistical records, personnel, property and all other pertinent records sufficient to reflect properly (a) all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred to perform this Agreement or to operate the Program, and (b) all other matters covered by this Agreement.
- 2) COTS shall preserve and make available its records until:
 - a) The expiration of five years from the date of termination of this Agreement; or
 - b) For such longer period, if any, as is required by applicable law; or
 - c) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of termination.
- 3) COTS agrees that City or any duly authorized representatives shall have the right to audit, examine, and make excerpts or transcriptions of and from such records and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data relating to the Program and matters covered by this Agreement. COTS will be notified in advance that an audit will be conducted. COTS will be required to respond to any audit findings, and have the responses included in the final audit report. The cost of any such audit will be borne by City.

XI. CONTRACT COMPLIANCE

- 1) Evaluation and monitoring of the Program performance shall be the mutual responsibility of both City and COTS. COTS shall furnish all data, statements, records, information and reports necessary for City to monitor, review and evaluate the performance of the Program and its components. City shall have the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by City.
- 2) Upon receipt by City of any information that evidences a failure by COTS to comply with any provision of this Agreement, City shall have the right to require corrective action to enforce compliance with such provision. Areas of noncompliance include but are not limited to:
 - a) If COTS (with or without knowledge) shall have made any material misrepresentation of any nature with respect to any information or data furnished to City in connection with the Program.
 - b) If there is pending litigation with respect to the performance by COTS of any of its duties or obligations under this Agreement which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program.
 - c) If COTS shall have taken any action pertaining to the Program which required City approval without having obtained such approval.
 - d) If COTS is in default under any provision of this Agreement.
 - e) If COTS makes an improper use of City funds or properties as described above.
 - f) If COTS submits to City any report which is incorrect or incomplete in any material respect.
 - g) If COTS fails to meet the stated objectives in Exhibit "A" (Scope of Work).
- 3) City in its absolute discretion and in lieu of immediately terminating this Agreement upon occurrence or discovery of noncompliance by COTS under this Agreement shall have the right to give COTS notice of City's intention to consider corrective action to enforce compliance. Such notice shall indicate the nature of the non-compliance and the procedure whereby COTS shall have the opportunity to participate in formulating any corrective action recommendation. City shall have the right to require the presence of COTS's officer(s) and Executive Director or designee at any hearing or meeting called for the purpose of considering corrective action. Thereafter, City shall forward to COTS specific corrective action recommendations; such timetable shall be defined in the notice. In the event that COTS does not implement the corrective action recommendations in accordance with the corrective action timetable, City may suspend payments hereunder to terminate this Agreement.

XII. PROGRAM COORDINATION

- 1) The City Manager shall assign a single Program Manager for City who shall render overall supervision of the progress and performance of this Agreement by City. All services agreed to be performed by City shall be under the overall direction of the Program Manager.

- 2) As of the date hereof, COTS has designated John Records to serve as Executive Director and to assume overall responsibility for the progress and execution of this Agreement. The City shall be immediately notified in writing of the appointment of a new Executive Director.
- 3) All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following addressed:

CITY: Gabriel A. Gonzalez, City Manager
City of Rohnert Park
130 Avram Avenue.
Rohnert Park, CA 94928

COTS: John Records, Executive Director
Committee of the Shelterless (COTS)
900 Hopper Street
Petaluma, CA 94952

All notices shall either be hand delivered or sent by United States mail, registered or certified, postage prepaid. Notices given in such a manner shall be deemed received when hand delivered or seventy-two (72) hours after deposit in the United States mail. City or COTS may change its address for the purpose of this Section by giving five days written notice of such change to the other party in the manner provided in this Section.

XIII. TERMINATION

- 1) In addition to the City's right to terminate for cause set forth in this Agreement, either City or COTS may suspend or terminate this Agreement for any reason by giving ninety (90) days prior written notice to the other party. Upon receipt of such notice, performance of the services hereunder will be immediately discontinued.
- 2) Upon termination of this Agreement, COTS shall:
 - a) Turn over to City immediately any and all copies of studies, reports, property keys and other data or property, whether or not completed, prepared by COTS or its subcontractors, if any, solely in connection with this Agreement. Provided, however, the obligation to provide client information is subject to the limits provided by law. Such materials shall become the property of the City. COTS, however, shall not be liable to City's use of incomplete materials or for City's use of completed documents if used for other than the services contemplated by this Agreement; and
 - b) Transfer to the City any City funds on hand and any accounts receivable attributable to the use of City funds. All assets acquired with City funds shall be returned to the City unless otherwise negotiated by separate agreement.
- 3) Upon notice of termination of this Agreement, COTS shall immediately provide City access to

all documents, records, payroll, minutes of meetings, correspondence and all other data pertaining to the City funds granted to COTS pursuant to this Agreement.

XIV. 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. COTS including its officers, employees, agents or independent contractors or subcontractors, shall not have any rights under this Agreement to retirement benefits or other benefits which accrue to City's employees, and COTS hereby expressly waives any claim it or they may have to any such rights.

XV. ASSIGNMENT

- 1) 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 City's prior written consent. Any assignment without such approval shall be void and, at City's option, shall immediately cause this Agreement to terminate.
- 2) COTS shall be responsible for employing or engaging all persons necessary to perform the services of COTS hereunder. No subcontractor shall be recognized by 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 City Manager or his or her designee.

XVI. COMPLIANCE WITH LAW

COTS shall 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. City is not responsible or liable for COTS's failure to comply with any or all of the requirements contained in this paragraph.

XVII. DISCLOSURE OF CONFIDENTIAL CLIENT INFORMATION

Except as may be required by law, City and COTS agree to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families which may be obtained through application forms, interviews, tests, reports from public agencies or counselors, or any other source. Without the written permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement, and then only to persons having responsibilities under this Agreement, including those furnishing services under the Program

through approved subcontracts.

XVIII. INDEMNITY, HOLD HARMLESS, NONLIABILITY AND INSURANCE

- 1) COTS shall indemnify, defend, and hold harmless the City of Rohnert Park and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of COTS, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the City.
- 2) No 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.
- 3) Upon the effective date of this agreement, COTS shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by COTS, its agents, representatives, employees or subcontractors excluding Course of Construction insurance. Upon the effective date of a subcontract, COTS shall require that subcontractors procure and maintain for the duration of any subcontract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described in the subcontract including Course of Construction insurance.
 - a) **Minimum Scope of Insurance**
Coverage shall be at least as broad as:
 1. General Liability Insurance using Insurance Services Office "Commercial General Liability" policy form CG 0001 or the exact equivalent.
 2. Business Auto Coverage on ISO Business Auto Coverage form CA 0001 including Code 1 (Any Auto) or the exact equivalent. If COTS owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant's employees will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage for each such person.
 3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - b) **Minimum Limits of Insurance**
COTS and/or any subcontractor shall maintain limits no less than:
 1. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
- c) **Deductibles and Self-Insured Retentions**
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: (a) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Rohnert Park, its officers, officials, employees and volunteers, or (b) COTS or subcontractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- d) **Other Insurance Provisions**
The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. COTS agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City of Rohnert Park, its officers, elected officials, employees, agents, and volunteers using standard ISO endorsement No. CG 20 10 or an approved equivalent.
 2. The City of Rohnert Park, its officers, elected officials, employees, agents, and volunteers are to be included as insureds with regard to damages and defense of claims arising from the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by COTS, or for which COTS is responsible.
 3. For any claims related to the Program, COTS's or subcontractor's insurance coverage shall be primary insurance as respects the City of Rohnert Park, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Rohnert Park, its officers, elected officials, employees, agents and volunteers shall be excess of the COTS's or subcontractor's insurance and shall not contribute with it. There shall be no cross liability exclusion for claims or suits by one insured against another.
 4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
- e) **Acceptability of Insurers**
Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.
- f) **Verification of Coverage**

COTS or subcontractors shall furnish City with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by City or on other than City's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by City before work commences. City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

XIX. WAIVER OF RIGHTS AND REMEDIES

In no event shall any payment by City constitute or be construed to be a waiver by City of any breach of the covenants or conditions of this Agreement or any default which may then exist on the part of COTS, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to City with respect to such breach or defaults. In no event shall payment to COTS by City in any way constitute a waiver by City of its rights to recover from COTS the amount of money paid to COTS on any item, which is not eligible for payment under the Program or this Agreement. No act or omission by COTS or City, including specifically any failure to exercise any right, remedy or recourse, shall be deemed to be a waiver or release of the same, such waiver or release to be effected only through a written document executed by the City and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be constructed as continuing, or as a bar to, or as a waiver of, any subsequent right, remedy or recourse as to a subsequent event.

XX. 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, religion, age, sex, creed, color, sexual orientation, marital status or national origin. COTS will ensure that applicants are treated during such employment without regard to race, religion, 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.

XXI. AMENDMENTS

Amendments to the terms or conditions of this Agreement shall be requested in writing by the party desiring such amendments, and any such amendment shall be effective only upon the mutual agreement in writing of the parties hereto.

XXII. INTEGRATED DOCUMENT

This Agreement contains the entire agreement between City and COTS with respect to the subject matter hereof. No written or oral Agreements with any officer, agent or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement.

XXIII. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall for any reasons be held to be invalid, illegal or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision(s) had never been included.

XXIV. MISCELLANEOUS

- 1) The captions of this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- 2) All exhibits attached hereto and referred to in this Agreement are incorporated herein by this reference as if set forth fully herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused the Agreement to be executed by their duly authorized agents this ___ day of _____, 2011.

APPROVED AS TO FORM:

THE CITY OF ROHNERT PARK

By: _____
City Attorney Date

By: _____
City Manager Date

COMMITTEE ON THE SHELTERLESS

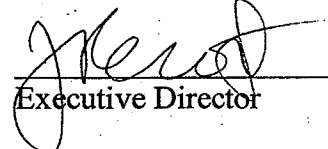
By:  _____
Executive Director Date

EXHIBIT A SCOPE OF WORK

Scope of services: COTS – 5 ROHNERT PARK SHARED HOUSES AND HUD (ALMA AVENUE) HOUSE- FAMILY TRANSITIONAL HOUSING

Project Manager: Copper Resnik

Sponsor: City Council of the City of Rohnert Park

Time Period: FY 2011-12 (July 2011 – June 2012)

PROVISION OF SERVICES:

With funding provided through the City Council of the City of Rohnert Park, Committee on the Shelterless (COTS) will:

- Screen, interview, assess (for eligibility, developmental delays and other disabilities) and select program participants.
- Orient new participants/families to program.
- Assist program participants to partake in a variety of voluntary and mandatory COTS sponsored groups, meetings, classes and volunteer opportunities, including Rent Right and Kids First.
- Develop, implement and monitor Individual Action Plans for family members (parents and children).
- Provide case management and more than 1,700 hours of direct advising for all participants to determine psychosocial needs and make appropriate referrals to both COTS programs (e.g. Kids First and Rent Right) and outside agency programs.
- Coordinate with community volunteers to provide services to program participants.
- Conduct Routine Random Drug/Alcohol Testing.
- Provide recovery plan for adults with chemical dependency and who test positive for drugs/alcohol.
- Oversee management and maintenance of shared houses.
- Facilitate establishment of savings account and regular deposits for future permanent housing costs.
- Facilitate employment (Work Right and Job Smart Training) and education efforts and/or obtaining public benefits.
- Provide necessary assistance to transition families into permanent housing and support them to remain stable.

SHARED HOUSE LOCATIONS AND NUMBER OF PARTICIPANTS SERVED:

COTS – Rohnert Park Shared Housing Program - Transitional Housing for Families		
City of Rohnert Park Houses	Bedrooms	Beds
7668 Beverly Drive	4	16
746 Brett Avenue	4	16
309 Burton Avenue	4	16
7783 Burton Avenue	4	16
7982 Santa Barbara Drive	4	16
TOTAL	20	80

The City of Rohnert Park owns five, four-bedroom residences which, under agreement with COTS, are used to provide shelter to up to 80 homeless children and their parents.

COTS – Rohnert Park HUD HOUSE - Transitional Housing for Families		
City of Rohnert Park HUD House	Bedrooms	Beds
345 Alma Avenue	3	8

The U. S. Department of Housing and Urban Development (HUD) provides funding to COTS to operate two additional shared homes – one in Rohnert Park and one in Petaluma. The “HUD” house in Rohnert Park provides an additional 8 beds for transitional housing for homeless families in Rohnert Park.

KEY OUTCOMES, OUTPUTS AND INDICATORS

Participants (adults and their children) will recognize the changes that are necessary to promote positive life changes to strengthen their families. Parents will learn about, and apply positive strategies for meeting their children’s needs. Participants will develop life skills leading to: 1) sobriety and a life of recovery; 2) finding employment or securing income from other sources; 3) obtaining and keeping permanent housing, and 4) skills building and further education.

KEY OUTPUTS	YEARLY GOAL
Families provided with stable Transitional Housing	26
Hours of direct advising provided to families	1764
Families who create an Individual Action Plan with their Case Manager	26
KEY INDICATORS (Measured at Exit)	YEARLY GOAL
Families who will exit into permanent housing	10 of 13 = 75%
Families who will document savings for housing	11 of 13 = 85%
Adults with chemical dependency and a recovery plan who will test negative for drugs/alcohol	10 of 13 = 75%



May 12, 2011

Mr. Gabriel Gonzalez, City Manager
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

RE: Fiscal Year 2011-2012 Funding Request

Dear Mr. Gonzalez:

The Board of Directors of Rebuilding Together Rohnert Park/Cotati would like to once again express their deep appreciation to the City of Rohnert Park for its substantial contribution to our organization and its commitment to rebuilding homes and communities together to preserve affordable housing.

The signature event of Rebuilding Together and more than 200 affiliates across the USA is our Annual Rebuilding Day, held on the last Saturday in April (April 30, this year). Our objective is to deliver a significant community service project that directly and immediately improves the lives of low-income homeowners, rejuvenates neighborhoods, improves property values, strengthens civic organization and engages hundreds of volunteers in improving our community. Our focus is to provide immediate home improvements, utilizing green principals and focusing on safe and sanitary living conditions that impact the elderly, the physically challenged, and families with children. This is a unique event that allows us to enrich our community through a hands-on opportunity with immediate results that can be seen by the individuals and organizations that share their time, talents, materials, services and financial contributions.

We are sensitive to the challenges we face as a country, a state, a county and locally, and are concerned about our aging homeowners and the impact the proposed program cuts and rising costs will impact their budgets, cutting into the limited resources and leaving nothing left to maintain their home. The majority of the homeowners we serve rely on social security as their only income source. There have been no COLA increases since 2009 and yet, prices continue to rise with the *average 2012 Social Security benefit of \$1,090 less Monthly Medicare Part B premium of \$113.80 leaving \$976.20 to meet all other expenses. We are finding more and more of our able bodied seniors are returning to work to help meet their expenses so they can retain the "American Dream" they worked so long and hard for.

We were fortunate to help Dorothy, a charming 88-year-old widow who suffers from macular degeneration (a disability that robs one of their eyesight) with roof repairs through our Emergency Program. Dorothy lives alone, loves her home of 22 years and values her independence; she hopes to live out her life in her home. Dorothy, summed it up nicely, with a twinkle in her eye, she said "had I known I would live so long, I would have managed my money better."

With an area median income of \$80,400 and the average household income of the homeowners we serve being \$15,545 brings home the importance of the work we do and the critical need to keep our aging homeowners in their home to age in place and maintain their independence with their dignity intact, with an added bonus of preventing homelessness, preserving affordable housing and neighborhoods.

*March 28, 2011 article from The Press Democrat "Medicare costs eat raises for retirees"

Mr. Gabriel Gonzalez, City Manager
City of Rohnert Park
May 12, 2011

Due to current economic conditions and unemployment we have had an increase in applications, and although we would like to help everyone have a safe and healthy home, we cannot. We have always had to make tough choices when evaluating the merits of each application, accepting those most in need, placing others on a waiting list, or when possible referring them to other programs, those choices are becoming more difficult.

In fiscal year 2010 -11, we received a number of applications with an unwelcome record of denials due to limited resources. We referred these homeowners to the Sonoma County Housing & Community Development Loan Program. Of the applications we received, 10 were denied and referred elsewhere and 4 were withdrawn. To date, we have served 8 families, (a total of 14 people served). Six were elderly and/or disabled; 6 under the age of 62 with disabilities, and 2 minors. The average number of years homeowners resided in their homes was 28 years. We have served 3 emergency situations (one roof repair, one furnace and one ramp) for elderly and disabled residents. All incomes for those served are below the thirtieth percentile. We currently have 7 applications pending.

RTRPC goals for 2010-11

- Continue to seek additional funding through fundraising activities, individual donations, community partnerships, grants, etc.
- Continue to promote increased visibility and awareness in the community through community outreach efforts.
- Continue to increase the number of youth involved in our projects.

RTRPC makes every effort to be responsible stewards of the donations and sponsorship funds placed in our trust. We are proud of the fact that we are able to leverage donated funds, volunteer labor and in-kind donations to maximize our resources which equates to an impressive return on investment and has a positive reflection on our community.

RTRPC currently has one part-time Executive Director, one part-time volunteer Executive Assistant, and a part-time intern from Experience Works. Our office is open from 9 to 1 Monday through Thursday. Fridays, we can be found working Bingo (a fundraiser) at the Rohnert Park Senior Center.

For Fiscal Year 2011-12, we humbly request a contribution of \$70,000 to help fund our programs and allow us the ability to serve a greater number of aging Rohnert Park resident to age in place all while preventing homelessness, preserving affordable housing and revitalizing neighborhoods.

We are neighbors helping neighbors, restoring hope, changing lives, building community and love what we do. Thank you for your time and consideration. Please don't hesitate to contact me, or our Treasurer Carrie Reed, at (707) 792-2650, should you have any questions. We look forward to hearing from you.

Sincerely,



Diane Broadhead
Executive Director

cc: ✓ Linda Babonis, Housing & Redevelopment Manager
Eric Lathrop, President RTRPC
Carrie Reed, Treasurer RTRPC

FY 11/12
Proposed
Budget

INCOME		
Receipts from Other Sources		
In-Kind Materials/Supplies	3,900	
In-Kind Debris/Trash Removal	675	
In-Kind Skilled/Unskilled Labor	55,000	
In-Kind Contracting	6,000	
In-Kind Staffing	8,000	
In-Kind Storage Rent	1,500	
In-Kind Utilities	700	
Payroll Reimbursements		
Total Receipts from Other Sources	75,775	41%
Receipts from Revenue		
Special Events	600	
Sales - Merchandise	50	
Interest	100	
Total Receipts from Revenue	750	0%
Receipts from Support		
RP Community Development	70,000	
Grants	7,000	
Donations - Corporate	16,000	
Donations - Congregations	-	
Donations - Individuals	2,000	
Fundraising	12,000	
Misc. Gift Cards M/S & TE	-	
Unknown	-	
Total Receipts from Support	107,000	58%
Total Gross Income	183,525	
EXPENSES		
Operating Disbursements:		
Office Furniture	-	
Depreciation	-	
Dues/Subscriptions	220	
Equipment/Repair	500	
Insurance	3,500	
Licensing	-	
Marketing	1,000	
Miscellaneous	-	
Office Rent	6,600	
Office Supplies	2,000	
Professional/ Legal Fees	-	
RT National Dues	3,520	
Storage Rent	-	
Tax/Corp Fee to State of CA	30	
Telephone/Internet	1,500	
Website/Software	1,500	
Total Operating Disbursements	20,370	11%
Staffing		
Payroll/Taxes/Fees	36,000	
Training/Conference	1,400	
Transportation	-	
Total Staffing	37,400	20%
Program Related		
Prior Year Contingency	-	
Emergency Contingency	-	
Signs & Shirts	600	
Lunches/Water	200	
Volunteer Appreciation/HC/TE	2,000	
Materials/Supplies	34,250	
Contractors/Subcontractors	11,900	
Permits	1,030	
Program Related Expenses	49,980	
In Kind Expenses-Non Cash		
In-Kind Materials/Supplies	3,900	
In-Kind Debris Boxes/Trash	675	
In-kind Silled/Unskilled Labor	61,000	
In-Kind Staffing	8,000	
In-Kind Storage/Rent	1,500	
In-Kind Utilities	700	
Total In Kind Expenses	75,775	
Total Program Related	125,755	69%
Total Expenses	183,525	

