

RESOLUTION NO. 2011-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN REBUILDING TOGETHER ROHNERT PARK, INC. AND THE CITY OF ROHNERT PARK TO PROVIDE HOME REHABILITATION SERVICES FOR LOW AND VERY LOW INCOME HOMEOWNERS IN ROHNERT PARK AND AUTHORIZING THE PROVISION OF FINANCIAL ASSISTANCE FROM THE CITY'S AFFORDABLE HOUSING TRUST FUND

WHEREAS, Rebuilding Together Rohnert Park, Inc. ("Rebuilding Together") has successfully provided necessary repairs to the homes of low and very low income families with children, elderly and/or disabled members in Rohnert Park since 2000; and

WHEREAS, Rebuilding Together wishes to continue to assist Rohnert Park homeowners in order to preserve the supply of affordable housing for low- and very-low income residents and enable vulnerable homeowners to remain in their homes living independently and with dignity; and

WHEREAS, Rebuilding Together is experiencing a significant increase in requests for assistance from Rohnert Park homeowners and a funding shortfall requiring increasingly difficult choices when evaluating the merits of each application; and

WHEREAS, Rebuilding Together is requesting financial support of \$70,000 from the City of Rohnert Park ("City") for FY 2011/12 in order to close the funding gap and assist a greater number of homeowners; and

WHEREAS, Rebuilding Together seeks additional funding through fundraising activities, individual donations, community partnerships and grants; 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 Rebuilding Together's 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, Rebuilding Together's Program is identified in the current CDC FY 2009/10 through 2013/14 Five Year Implementation Plan; and

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

WHEREAS, the City wishes to enter into an agreement with Rebuilding Together to provide financial assistance and home rehabilitation services for low and very low income homeowners in Rohnert Park.

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 Rebuilding Together for FY 2011/12.

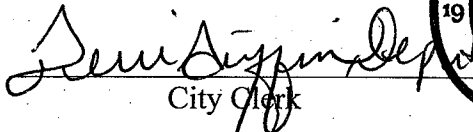
BE IT FURTHER RESOLVED that the City Council does hereby authorize and approve the City entering into the proposed Agreement by and between Rebuilding Together Rohnert Park, Inc. and the City of Rohnert Park in substantially similar form to the agreement attached hereto as Exhibit "A," subject to minor 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.

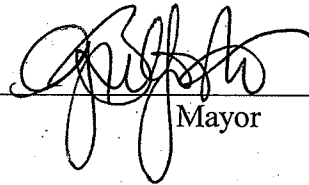
DULY AND REGULARLY ADOPTED this 28th day of June, 2011.

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 REBUILDING TOGETHER ROHNERT PARK INC.
DBA: REBUILDING TOGETHER ROHNERT PARK/COTATI
AND THE CITY OF ROHNERT PARK TO PROVIDE HOME REHABILITATION
SERVICES FOR LOW AND VERY LOW INCOME HOMEOWNERS IN
ROHNERT PARK

This Agreement, dated _____ by and between Rebuilding Together Rohnert Park Inc., a non-profit public benefit corporation (hereinafter referred to as "Rebuilding Together") and the City of Rohnert Park, a municipal corporation (hereinafter referred to as "City").

WITNESSETH

WHEREAS, Rebuilding Together has successfully provided necessary repairs to the homes of low and very low income families with children, elderly and/or disabled members in Rohnert Park since 2000; and

WHEREAS, Rebuilding Together wishes to continue to assist Rohnert Park homeowners in order to preserve the supply of affordable housing for low- and very-low income residents and enable vulnerable homeowners to remain in their homes living independently and with dignity; and

WHEREAS, Rebuilding Together is experiencing a significant increase in requests for assistance from Rohnert Park homeowners and a funding shortfall requiring increasingly difficult choices when evaluating the merits of each application; and

WHEREAS, Rebuilding Together is requesting financial support of \$70,000 from City for FY 2011/12 in order to close the funding gap and assist a greater number of homeowners; and

WHEREAS, Rebuilding Together seeks additional funding through fundraising activities, individual donations, community partnerships and grants; and

WHEREAS, 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, City wishes to augment the funding for Rebuilding Together provided by other sources with financial assistance from the Affordable Housing Trust Fund to assist the growing number of Rohnert Park residents in need of assistance.

NOW, THEREFORE, Rebuilding Together 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

Rebuilding Together shall provide home rehabilitation services to low and very low income homeowners in Rohnert Park as further described in the Scope of Work ("Program") attached to this Agreement as Exhibit A.

III. CITY FINANCIAL ASSISTANCE

City shall pay the City Financial Assistance to Rebuilding Together as follows:

Within sixty (60) days of execution of this Agreement by City, City shall pay Rebuilding Together the sum of Seventy Thousand Dollars (\$70,000) to support the Program. Payment of this sum represents the City's full FY 2011/12 financial commitment to the Program. Rebuilding Together shall use these funds to support and operate its Program .

IV. STANDARD OF QUALITY

City relies on the experience and ability of Rebuilding Together as a material inducement to enter into this Agreement. All work facilitated by Rebuilding Together is provided by skilled and unskilled volunteers under the direction of a skilled "House Captain" and when needed, contracts with licensed contractors. All services provided under this Agreement shall be in accordance with all applicable legal requirements.

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

Rebuilding Together shall pay all taxes, 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 now or hereafter in effect and payable by reason of or in connection with the services to be performed by Rebuilding Together .

VII. CORPORATION ORGANIZATION

Rebuilding Together 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 Rebuilding Together;
 - b) Documentation of its Internal Revenue Service non-profit status;
 - c) Names and addresses of the current Board of Directors of Rebuilding Together; and
 - d) A copy of the Rebuilding Together's adopted policies and procedures.
- 2) Immediately report to City any changes, subsequent to the date of this Agreement, in Rebuilding Together'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

Rebuilding Together shall:

- 1) Conduct the Program within the City of Rohnert Park for the purpose of benefiting low and very low income families with children, elderly and/or disabled homeowners in Rohnert Park.
- 2) Respond to all telephone calls and address inquiries about the programs and services offered.
- 3) Provide easy access to applications to prospective clients in person, by telephone, email, website or mail.
- 4) Meet individually or by telephone to review the initial application, and to secure proper documentation to determine eligibility. (Homeowner must occupy the home and be physically and financially unable to perform the work themselves). Rebuilding Together's homeowner application form to be used is attached hereto as Exhibit B.
- 5) Conduct outreach activities through written communication, flyers, and participation in community events to raise awareness.
- 6) Prepare and provide an annual report to the City of Rohnert Park. The report shall include the number of households assisted, the number of people assisted, and the number of children, seniors and/or disabled homeowners that were assisted within each household.

- 7) Include an acknowledgment of City funding and support on applicable project signs and publications using words to the effect: "funded in whole or part or Sponsored by the City of Rohnert Park."

IX. FISCAL RESPONSIBILITIES

Rebuilding Together 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 XVIII of this Agreement.
- 3) Provide to City, within 90 days, a copy of any audit and management letter.

X. RECORDS

Rebuilding Together 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) Rebuilding Together 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) At any time during normal business hours, subject to applicable law, including landlord/tenant law) and as often as may be deemed necessary, Rebuilding Together agrees that the City, and/or any duly authorized representatives may until expiration of (a) five years from the date of termination of this Agreement, or (c) such longer period as may be described by applicable law, have access to and the right to examine its offices and facilities used in the performance of this Agreement or the operation of the Program, and all its records with respect to the Program and all matters covered by this Agreement. Rebuilding Together also 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. Rebuilding Together will be notified in advance that an audit will be conducted. Rebuilding Together 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 Rebuilding Together. Rebuilding Together 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 Rebuilding Together 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 Rebuilding Together 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 Rebuilding Together 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 Rebuilding Together shall have taken any action pertaining to the Program which required City approval without having obtained such approval.
 - d) If Rebuilding Together is in default under any provision of this Agreement.
 - e) If Rebuilding Together makes an improper use of City funds or properties as described above.
 - f) If Rebuilding Together submits to City any report which is incorrect or incomplete in any material respect.
 - g) If Rebuilding Together 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 Rebuilding Together under this Agreement shall have the right to give Rebuilding Together 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 Rebuilding Together shall have the opportunity to participate in formulating any corrective action recommendation. City shall have the right to require the presence of Rebuilding Together's officer(s) and Executive Director at any hearing or meeting called for the purpose of considering corrective action. Thereafter, City shall forward to Rebuilding Together specific corrective action recommendations; such timetable shall be defined in the notice.

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, Rebuilding Together has designated Diane Broadhead to serve as Executive Director and to assume overall responsibility for the progress and execution of this Agreement. In the event of a vacancy, the Rebuilding Together Board President shall assume temporary responsibilities of the Executive Director until the position is filled. 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

Rebuilding Together: Diane Broadhead, Executive Director
Rebuilding Together Rohnert Park - Cotati
245 Southwest Boulevard
Rohnert Park, CA 94928

All notices shall be sent by United States mail, registered or certified, postage prepaid. Notices given in such a manner shall be deemed received upon seventy-two (72) hours after deposit in the United States mail. City or Rebuilding Together 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 Rebuilding Together 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, Rebuilding Together 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 Rebuilding Together 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. Rebuilding Together, 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, Rebuilding Together 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 Rebuilding Together pursuant to this Agreement.

XIV. INDEPENDENT CONTRACTOR

It is expressly agreed that Rebuilding Together, in the performance of the work and services agreed to be performed by Rebuilding Together, shall act as and be an independent contractor and not an agent or employee of City. Rebuilding Together including its officers, employees, agents or volunteers, 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 Rebuilding Together hereby expressly waives any claim it or they may have to any such rights.

XV. ASSIGNMENT

- 1) Rebuilding Together 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) Rebuilding Together shall be responsible for employing or engaging all persons necessary to perform the services of Rebuilding Together hereunder. Rebuilding Together 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 Rebuilding Together 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

Rebuilding Together shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. Rebuilding Together 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 Rebuilding Together'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 Rebuilding Together 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. RebuildingTogether retains the right to homeowners stories, testimonials and photos for marketing and promotional purposes.

XVIII. INDEMNITY, HOLD HARMLESS, NONLIABILITY AND INSURANCE

- 1) Rebuilding Together 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 the Rebuilding Together, 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 Rebuilding Together or otherwise in the event of any default or breach of the City, or for any amount which may become due to Rebuilding Together 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, Rebuilding Together 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 Rebuilding Together, its agents, volunteers, representatives, employees or subcontractors excluding Course_of Construction insurance. Upon the effective date of a subcontract, Rebuilding Together 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
 - 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. If Rebuilding Together or Rebuilding Together's employees will use personal autos in any way on this project, Rebuilding Together 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
Rebuilding Together 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: Employees proof of personal auto liability coverage
 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) Rebuilding Together 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. Rebuilding Together 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, and agents, using standard ISO endorsement No. CG 20 10 or an approved equivalent.
 2. For any claims related to the Program, Rebuilding Together's insurance coverage shall be primary insurance as respects the City of Rohnert Park, its officers, elected officials, employees, agents 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 Rebuilding Together's insurance and shall not contribute with it. There shall be no cross liability exclusion for claims or suits by one insured against another.
 3. 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
- Rebuilding Together 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 Rebuilding Together, 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 Rebuilding Together by City in any way constitute a waiver by City of its rights to recover from Rebuilding Together the amount of money paid to Rebuilding Together on any item, which is not eligible for payment under the Program or this Agreement. No act or omission by Rebuilding Together 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

Rebuilding Together is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. Rebuilding Together 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. Rebuilding Together will take affirmative action to 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. Rebuilding Together 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 Rebuilding Together 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,
a municipal corporation

By: _____
City Attorney Date

By: _____
City Manager Date

REBUILDING TOGETHER ROHNERT PARK,
INC., a California nonprofit public benefit
corporation

DBA: REBUILDING TOGETHER ROHNERT PARK/ COTATI

By: Liane Broadhead
Executive Director Date

EXHIBIT A
SCOPE OF WORK

SCOPE OF SERVICES: Preventing Homelessness and Preserving Affordable Housing for Low-Income Homeowners

Project Manager: Rebuilding Together Rohnert Park, Inc. dba: Rebuilding Together Rohnert Park/Cotati

Sponsor: City Council of the City of Rohnert Park

Time Period: FY 2011-12 (July 1, 2011 to June 30, 2012)

Purpose:

The purpose of Rebuilding Together Rohnert Park, Inc. is to work in partnership with the community to preserve homeownership and affordable housing by providing necessary home repairs that present immediate health and safety risks to low-income Rohnert Park residents that are physically and/or financially unable to make the repairs themselves. This program allows the homeowner to remain in their home to enjoy a healthy, warm, safe and dry environment, while continuing to live independently with dignity.

Provision of Services:

With funding provided through the City Council of the City of Rohnert Park, Rebuilding Together Rohnert Park, Inc. will:

Respond to all telephone calls and address inquiries about the programs and services offered. Provide easy access to applications in person to prospective clients, by telephone, email, website or mail.

Provide year round services to qualified low-income Rohnert Park Homeowners upon available resources, through the following programs:

- **Emergency Program:** Provides emergency repairs for homeowners that present an immediate need that may affect their ability to remain in their homes. These repairs affect the health and safety of the residents and more often than not, require hiring a contractor.
- **National Rebuilding Day, the last Saturday in April.** An annual signature workday for qualified homeowners in need of repair but not identified as an *emergency* situation. These homes and community projects may fall into one of the following programs: Safe at Home; Heroes at Home or Neighborhood Revitalization on an as needed basis based on available funds and community resources.

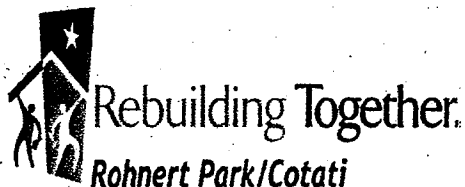
Meet individually or by telephone to review the initial application, and to secure proper documentation to determine eligibility. (Homeowner must be low-income, occupy the home and in be physically and financially unable to perform the work themselves.)

Visit the homeowner personally for an in-home inspection to determine health and safety needs and a realistic scope of work, taking into consideration their request for service.

Conduct outreach activities through written communication, flyers, and participation in community events to raise awareness to the growing need of low-income homeowners, primarily, seniors, the physically challenged and families with children.

Prepare and provide an annual report to the City of Rohnert Park.

EXHIBIT B
HOMEOWNER APPLICATION



No application fees are required to submit an application to receive assistance from Rebuilding Together. Rebuilding Together has not authorized any other person or entity to act as its agent for purposes of this application. Any fees or costs associated with this application, paid by the applicant, to any such person or entity, are not fees or costs charged by Rebuilding Together.

HOMEOWNER APPLICATION

Application Process:

1. Complete ALL Information.
2. Submit all documentation requested.
3. Sign and date the application.
4. Remove this page, retain it for your records.
5. Return completed application and all supporting documentation to:
Rebuilding Together Rohnert Park-Cotati, 245 Southwest Blvd., Rohnert Park, CA 94928

Program Information

Rebuilding Together Rohnert Park-Cotati is a non-profit volunteer program designed to provide "Rehabilitation Services" for low-income homeowners, particularly the elderly, the physically challenged and families with children in the Rohnert Park-Cotati community, so they may continue to live in warmth, safety and independence.

Types of rehabs may include: constructing a ramp for wheelchair access, installing grab bars for safety and convenience, painting, electrical repairs, plumbing repairs, carpentry, and yard cleaning & emergency repairs.

- A member of our Site Selection Committee will contact you to arrange a home site survey. We will need to survey the entire home.
- The Site Selection Committee determines which homes will be rehabilitated based upon need and the resources available to complete the work.
- All applicants will be notified in writing as to whether or not their home has been selected.
- Volunteers, Trades Professionals and able-bodied members of the recipient's family will complete the agreed upon tasks.
- Our work is scheduled for our annual Rebuilding Day, the last *Saturday in April, or another work day as determined by the RTRPC Board of Directors.*

ELIGIBILITY REQUIREMENTS

- You must OWN and OCCUPY the home within the city limits of Rohnert Park or Cotati.
- Your home must need repairs or modifications to make the home safe, warm and healthy.
- You must be unable to do the work yourself.
- Your household income must be "Low Income" based on the following HUD guidelines (2010):

# living in Household	1	2	3	4	5	6	7	8
Annual Income under:	\$45,050	\$51,450	\$57,900	\$64,300	\$69,450	\$74,600	\$79,750	\$84,900
or								
Monthly Income under:	\$ 3,755	\$ 4,288	\$ 4,825	\$ 5,359	\$ 5,788	\$ 6,217	\$ 6,646	\$ 7,075

PLEASE CALL (707) 792-2650 IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS



Homeowners Application

PLEASE PRINT

APPLICANT NAME _____		DATE OF BIRTH _____	
CO-APPLICANT NAME _____		DATE OF BIRTH _____	
ADDRESS _____	CITY _____	ZIP CODE _____	
HOME PHONE _____	CELL PHONE _____	WORK PHONE _____	BEST TIME TO CALL _____

Do you own this home? _____ For how long? _____ Year Built: _____
Is this a: Single Family Home _____ Condo _____ Mobile Home _____

Is the homeowner: 60 Years or older? _____ Disabled? _____ Low Income: _____

Total number of people living in this household. _____

How did you hear about Rebuilding Together? _____

Have you applied to RT before? Y N If so, what year? _____

List ALL persons living in the house and their relationship to you. Age Relationship

1. _____

2. _____

(If necessary, list additional names on the back of this form.)

Do any member (s) of your household have a disability or health problems? Yes: _____ No: _____

If YES, please explain in detail: _____

(If necessary, please continue details on the back of this form.)

What work do you need performed to remain warm, safe and independent?

List work in order of greatest need. List additional items on separate sheet, if necessary.

1. _____

2. _____

3. _____

4. _____

NOTE: Due to the size and complexity of the work needed, we may not be able to do certain projects.
NO GUARANTEE IS GIVEN OR IMPLIED THAT ANY OR ALL ITEMS LISTED WILL BE ACCOMPLISHED.



Name: _____

INCOME, ASSETS and EXPENSES:

Indicate the combined income and expenses in the following categories for all people living in your home. All Information will remain confidential.

Total Household Monthly Income:

Social Security \$ _____

SSI and/or SSD \$ _____

Salaries/Employment \$ _____

Employer: _____

Employer: _____

Other Income: \$ _____

Pension \$ _____

Pension \$ _____

Annuities \$ _____

Investments \$ _____

Rental Income \$ _____

TOTAL INCOME \$ _____

Total Household Monthly Expenses:

Mortgage/Space Rent \$ _____

Utilities \$ _____

Auto Expense \$ _____

Insurance, House, Car, Health \$ _____

Prescriptions \$ _____

Doctors/Dentists \$ _____

Other Expenses: \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

_____ \$ _____

TOTAL EXPENSES \$ _____

FINANCIAL HOLDINGS:

APPLICANT: _____

CO-APPLICANT: _____

OTHER: _____

Other Property? Yes _____ No _____ Value: _____

Stocks/Bonds/CD's? Yes _____ No _____ Value: _____

Are you current with your mortgage? _____ Are your property taxes current? _____

If your answer is no to either of these questions, please explain.

Note: We reserve the right to request additional or current supporting documentation as may be needed in order to assist us in the processing of this application.

Name: _____

DOCUMENTATION REQUIRED WITH THIS APPLICATION:

- Proof of home-ownership (copy of a mortgage payment stub; property tax statement or deed)
- If a mobile/manufactured home, please provide the name and contact information for park management and a copy of your latest monthly rent bill.
- If a condo please provide Association Name and Contact information for Management.
- Proof of Homeowner's Insurance (** may waive in an emergency situation).
- Copy of last two years Federal Tax Return.
- If you do not earn enough to file a tax returns, submit a copy of the past three months bank statements.
- Copy of current year SSI/SDI Annual benefit statement.
- Veterans: A copy of your discharge papers and a brief description of your tour of duty and the experience you encountered.

**If you are not able to supply these items, please explain:

Ethnicity : (For statistical purposes only and will not affect the selection process).

Please state for each person in the household (individual names not necessary):
_____***Income eligibility is determined by the HUD Income Limits published annually for Sonoma County.***

I/we certify, subject to disqualification, that the above information is true and correct to the best of my/our knowledge and also authorize you to check any references necessary to complete the processing of this application for the purpose of receiving housing repairs and/or modifications through Rebuilding Together.

I/we also understand that any information provided on this application will be kept confidential and will be used strictly for the purpose of determining my/our eligibility to receive housing rehab.

I/we authorize Rebuilding Together to photograph my/our home before, during and after housing rehabilitation.

Date _____

Signature of Applicant_____
Signature of Co-Applicant**Return completed application and all supporting documentation to:**

Rebuilding Together Rohnert Park-Cotati
245 Southwest Blvd.
Rohnert Park, CA 94928



SONOMA COUNTY
ADULT AND YOUTH DEVELOPMENT (SCAYD)
The Family Resource Center for Rohnert Park and Cotati – “We’re here to help!”

March 17, 2011

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Michael Di Rosario, MA
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Ms. Linda Babonis
Housing and Redevelopment Project Manager
City of Rohnert Park
130 Avram Avenue
Rohnert Park, CA 94928

Re: Rohnert Park Homeless Prevention Services Program / Fiscal Year 2011-12

Dear Linda:

As our community works together to face budget cuts and disappearing redevelopment funds, the City of Rohnert Park's investment in the Rohnert Park Homeless Prevention, Rental and Deposit Assistance Program is more imperative than ever. The importance of this program goes far beyond financial assistance – it gives families in crisis hope and helps them get back on their feet as contributing members of our community. The accompanying proposal with a review of families assisted documents the essential need for this service.

This will be the ninth year that SCAYD has provided rental and deposit assistance, guidance and referrals to qualified low-income families/individuals in Rohnert Park who are at risk of becoming homeless due to unforeseen financial emergencies. Experienced bilingual staff give workshops twice a week. They meet individually with eligible households, review the considerable required documentation, and verify the involvement of the landlord and proof that the families will be able to sustain a self-sufficient future.

Staff funding also provides time for SCAYD to process additional direct assistance dollars available to residents of Rohnert Park through an anonymous donor (Community Action Partnership HCA Fund) and federal funding through the Emergency Food and Shelter Program, which also provides much needed funding to NOAH, the local food bank.

This program also generates outreach to families who are referred to other SCAYD programs, such as Family Advocacy, Youth Education and Employment Services, and Basic Human Needs for emergency food, clothing and motel vouchers and utilities. Working in conjunction with CAP, SCAYD also has become a pre-enrollment site for CalFresh, the California Nutritional Supplement Program, setting up phone interviews with the County and reaching families who have no transportation to County offices.

From July 2010 through the end of February 2011, the Rohnert Park multi-funded Homeless Prevention Program assisted 98 households with 240 low-income individuals. Approximately half of these were children. All of the recipients of assistance meet federal income eligibility requirements as determined by HUD, establishing their income level as low, very low or extremely low.

Our mission is to help people in need in our community reach their highest potential in self-sufficiency and well-being.

Mailing Address: P.O. Box 7078, Cotati, CA 94931
Site Address: 7345 Burton Avenue, Rohnert Park
Phone: (707) 793-9030 Fax: (707) 793-9234 Website: www.scayd.org

Of the 98 households served, the Rohnert Park Fund provided the assistance for 56 of them with \$30,320. Additional funding obtained by SCAYD from the HCA and EFSP funds paid for the rest. Overall, it is anticipated that 147 households / 360 residents of Rohnert Park will be served by the end of June 2011. This is a 25% overall reduction of households served, mainly due to the 18% reduction last year in Rohnert Park funding, but also due to decreased funding through the HCA Funds with the depletion of ARRAS funding and delayed EFSP funds. Several families who applied but were lower on the priority list did not receive the assistance they needed.

For FY 2010-11, the SCAYD Homeless Prevention staff anticipates 1,252 incoming calls from residents to determine eligibility, answer questions about the program or refer them to agencies that can assist them. The projected number of people attending one of the biweekly workshops is 351, a significant decrease from last year, due mainly to an improved prescreening system which includes county and other agency listings referring callers to our recorded information line for eligibility requirements. Fewer non-eligible applicants are attending the workshops, giving more time to staff to successfully work with the families who most benefit from this assistance.

We anticipate utilizing all funds designated for the Homeless Prevention Program by the end of the fiscal year, including deposits that were returned and put right back into the Rohnert Park Fund. Attached are the Scope of Work and Budget for your review, along with Excel spreadsheets showing funded applications, phone calls and workshop attendance and projected totals.

Please also see the attached document that gives a few examples of diverse families who received the assistance they needed to avoid becoming homeless and a larger burden on the City of Rohnert Park and Sonoma County. As Benjamin Franklin once said, "an ounce of prevention is worth a pound of cure."

We look forward to working together in the coming year.

Sincerely,

A handwritten signature in black ink, appearing to read "James R. Gattis".

James Gattis
Executive Director

SONOMA COUNTY ADULT AND YOUTH DEVELOPMENT (SCAYD)
City of Rohnert Park Homeless Prevention Budget Proposal
Fiscal Year 2011-2012

DIRECT PERSONNEL EXPENSES

BUDGET

Homeless Prevention Coordinator & Specialists	\$ 36,000.00
Fiscal Manager	<u>4,000.00</u>

Total Wages: \$ 40,000.00

Fringe Benefits	22.5%	\$ <u>9,000.00</u>
(P/R Taxes & Insurance)		

Total Personnel Costs: \$ 49,000.00

OPERATING EXPENSES

Facility Maintenance	\$ 600.00	
Liability Insurance	250.00	
Office Supplies	500.00	
Telecommunications	700.00	
Travel / Mileage	100.00	
Printing / Copying	500.00	
Postage	100.00	
Audit Fee	250.00	
Direct Family Assistance	65,000.00	(Approx. 130 Families Served Directly)
	-	plus another 100+ families with adjunct services.

Total Operating Expenses: \$ 68,000.00

Total Direct Costs: \$ 117,000.00
(Personnel & Operating)

Administration Costs 10% \$ 13,000.00

TOTAL BUDGET REQUEST: \$130,000.00

SCAYD Homeless Prevention Program
FY 2010-11 / Total For All Quarters -- Funded Applications, Phone Calls, Workshop Attendance

		Rohnert Park			
		Households	People	Children	\$ Amount
1st Quarter	RP Fund	23	37	12	\$10,950
	HCA Fund	11	35	17	\$6,195
	EFSP Fund	1	1	0	\$350
	Subtotal	35	73	29	\$17,495

Cotati			
Households	People	Children	\$ Amount
n/a	n/a	n/a	n/a
3	11	6	\$1,850
0	0	0	\$0
3	11	6	\$1,850

Subtotal			
Households	People	Children	\$ Amount
23	37	12	\$10,950
14	46	23	\$8,045
1	1	0	\$350
38	84	35	\$19,345

2nd Quarter	RP Fund	19	41	18	\$11,025
	HCA Fund	9	31	18	\$4,825
	EFSP Fund	2	2	0	\$961
	Subtotal	30	74	36	\$16,811

n/a	n/a	n/a	n/a
6	17	7	\$3,310
2	3	0	\$1,200
8	20	7	\$4,510

19	41	18	\$11,025
15	48	25	\$8,135
4	5	0	\$2,161
38	94	43	\$21,321

3rd Quarter	RP Fund	14	36	15	\$8,345
	HCA Fund	5	17	10	\$2,700
	EFSP Fund	n/a	n/a	n/a	n/a
	Subtotal	19	53	25	\$11,045

n/a	n/a	n/a	n/a
3	9	3	\$1,295
n/a	n/a	n/a	n/a
3	9	3	\$1,295

14	36	15	\$8,345
8	26	13	\$3,995
n/a	n/a	n/a	n/a
22	62	28	\$12,340

Totals - 4th Quarter	RP Fund				
	HCA Fund				
	EFSP Fund				
	Total				

n/a	n/a	n/a	n/a

FY 2009-10 totals / Feb. 28th	RP Fund	56	114	45	\$30,320
	HCA Fund	25	83	45	\$13,720
	EFSP Fund	3	3	0	\$1,311
	Total	84	200	90	\$45,351

n/a	n/a	n/a	n/a
12	37	16	\$6,455
2	3	0	\$1,200
14	40	16	\$7,655

56	114	45	\$30,320
37	120	61	\$20,175
5	6	0	\$2,511
98	240	106	\$53,006

Phone Calls	1st Quarter	314	
	2nd Quarter	326	
	3rd Quarter	195	(Feb. 28th)
	4th Quarter		
Total		835	(Feb. 28th)

Workshop Attendance	1st Quarter	95
	2nd Quarter	76
	3rd Quarter	63
	4th Quarter	
Total		234

(Feb. 28th)

(Feb. 28th)

SCAYD Homeless Prevention Program
FY 2010-11 / Projected Totals for All Four Quarters
Funded Applications, Phone Calls, Workshop Attendance

		Rohnert Park			
		Households	People	Children	\$ Amount
1st Quarter	RP Fund				
	HCA Fund				
	EFSP Fund				
	<i>Subtotal</i>				

Cotati			
Households	People	Children	\$ Amount

Subtotal			
Households	People	Children	\$ Amount

2nd Quarter	RP Fund				
	HCA Fund				
	EFSP Fund				
	<i>Subtotal</i>				

3rd Quarter	RP Fund				
	HCA Fund				
	EFSP Fund				
	<i>Subtotal</i>				

Totals - 4th Quarter	RP Fund				
	HCA Fund				
	EFSP Fund				
	<i>Total</i>				

FY 2009-10 totals / Feb. 28th	RP Fund				
	HCA Fund				
	EFSP Fund				
	<i>Total</i>				

147	360	159	\$79,509

Phone Calls	1st Quarter	
	2nd Quarter	
	3rd Quarter	
	4th Quarter	
	<i>Total</i>	1,252

Workshop Attendance	1st Quarter	
	2nd Quarter	
	3rd Quarter	
	4th Quarter	
	<i>Total</i>	351

Success Stories / Rohnert Park Fund SCAYD Homeless Prevention Program

The following are a few of the many success stories of local families who received assistance with funds provided through the City of Rohnert Park in this fiscal year alone. These stories show the value of this program that goes far beyond the immediate help with rent or deposit.

- A newly divorced single father, waiting for delayed funds from his recently approved disability application, received \$400 towards his rent. His landlord worked closely with our office and with his tenant, giving him the extra time he needed to get funding despite pressure from the management offices.

"Thank you so much for all of the work that you did in getting me rental assistance. I was really at a loss of knowing what else I could do to keep my place for my daughter and myself. This really saved me! You are wonderful people."

- A single disabled mother of a 10-year old boy lived in a place with abusive neighbors. Heavy cigarette smoke constantly blew in to their apartment through the vents, and caused major health problems due to smoke allergies. The landlords told them they would just have to put up with it. The mother and son received \$750 in deposit assistance, and were able to move into a new home they could afford with Disability and Section 8 benefits.

"Thank you so much! We are so much happier and healthier! We could never have done this without your help. Please let me know if you need any volunteer work done, and I'll be right over!"

- A single father of two little girls was laid off from his long-term job, and had not yet gotten his first unemployment check. He received \$500 towards his rent.

"I wanted to put this in writing, THANK YOU SOO MUCH. The SCAYD program is so wonderful. My niece referred the program to me and I had to admit I was hopeful but doubtful. Being a single parent for the last 14 years now and recently losing my job has put a great stress on my life. SCAYD has helped us back on track and we are so thankful. VERY VERY THANKFUL. And did I say thank you."

(He came back a couple of weeks later to tell us he had found a new job.)

- A single father, temporarily disabled in a work accident, was waiting for Workers' Comp benefits. His home was destroyed in a fire, and the Red Cross put him and his 11-year old daughter up for a brief hotel stay. They needed immediate help with their deposit to move to their new place, and were funded with \$800.

"I never thought I'd find myself in this situation. You don't know what this means to me – we'd be out on the streets if it wasn't for your program. Please let me know if I can do anything for you guys in the future."

- A mother and father of four children applied for rental assistance. Their fifth child, a premature newborn, died within a couple of days of his birth, and the wife's mother died one month ago. The family was struggling with expenses for both funerals, hospital bills, and lost wages from missed work. They received a 3-day notice, and were on the verge of becoming homeless. Not only did they receive \$500 in rental assistance, allowing them to keep their home, but they also found valuable resources for grief counseling and some food vouchers through SCAYD's Basic Human Needs fund. They had no words, only tears and hugs of gratitude.

- A disabled low-income single woman with no local family received \$600 in deposit assistance a couple of years ago. All \$600 was recently returned and put back into the Rohnert Park Fund as additional funding for other families.
"Thank you for your kindness and help at a time I was in need. I think highly of your agency. I have respect for your agency as well. Thank you for letting me know SCAYD got their money. I am happy. Peace and happiness to you. Thank you."
- A single senior disabled woman who had just had back surgery needed rental assistance. Her daughter couldn't afford to help this month, because she had just left a physically abusive relationship. The woman told her own story of abuse to the SCAYD Homeless Prevention Specialist, who is also the Family Advocate, and received not only the rent she needed to keep her home, but other resources in the community to help her recovery and for her daughter as she struggles to make a new safe home for her children. In spite of her back surgery, she left the office walking taller, confident that her story and her actions made her the perfect role model for her daughter.
- Recently, a man who received assistance some time ago showed up at the SCAYD office with a plant he had grown himself in a beautiful ceramic pot. The plant now grows healthy and strong and graces our reception area.
"I wanted to let you know how much your support meant to me. I grew this in my back yard, and wanted to give something back."

Therein is one of the major values of this program and the funds received through the City of Rohnert Park – many of the people who receive help want to give back. If I ever need a reminder of this, all I have to do is look out my office door to the growing plant.