

RESOLUTION NO. 2011-59

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK
AUTHORIZING AND APPROVING AN AGREEMENT BY AND BETWEEN SONOMA
COUNTY ADULT AND YOUTH DEVELOPMENT AND THE CITY OF ROHNERT
PARK TO OPERATE THE ROHNERT PARK HOMELESS PREVENTION, RENTAL
AND DEPOSIT ASSISTANCE PROGRAM AND AUTHORIZING THE PROVISION OF
FINANCIAL ASSISTANCE FROM THE CITY'S
AFFORDABLE HOUSING TRUST FUND**

WHEREAS, Sonoma County Adult and Youth Development ("SCAYD") has successfully provided rental and deposit assistance, guidance and referrals to qualified low income families and individuals in Rohnert Park who are at risk of becoming homeless due to unforeseen financial emergencies; and

WHEREAS, SCAYD wishes to continue to assist Rohnert Park families who are in crises and need assistance to help them get back on their feet as contributing members of our community; and

WHEREAS, SCAYD is experiencing a significant increase in requests for assistance from Rohnert Park residents, but because of inadequate and delayed funding, there has been an overall reduction in the number of households it is able to serve; and

WHEREAS, SCAYD is requesting financial support of \$130,000 from the City for FY 2011/12 in order to close the funding gap and increase the number of households served; and

WHEREAS, the City of Rohnert Park ("City") desires to work closely and in cooperation with SCAYD to provide homeless prevention services for its residents; 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 SCAYD'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, SCAYD'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 SCAYD'S FY 2011/12 request for financial assistance; and

WHEREAS, City wishes to enter into an agreement with SCAYD to provide financial assistance and homeless prevention services for households at risk of becoming homeless due to financial hardship.

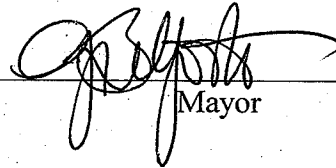
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Rohnert Park that it does hereby authorize and approve the commitment of \$130,000 from the Housing Trust Fund to provide financial assistance to SCAYD for FY 2011/12.

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 Sonoma County Adult and Youth Development 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.

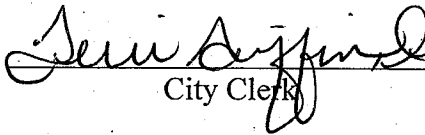
DULY AND REGULARLY ADOPTED this 28th day of June, 2011.

CITY OF ROHNERT PARK



Mayor

ATTEST:



City Clerk



AHANOTU: <u>AYE</u>	CALLINAN: <u>AYE</u>	MACKENZIE: <u>AYE</u>	STAFFORD: <u>AYE</u>	BELFORTE: <u>ABSENT/RECUSED</u>
AYES: (4)	NOES: (0)	ABSENT/RECUSED: (1)	ABSTAIN: (0)	

AGREEMENT

BY AND BETWEEN SONOMA COUNTY ADULT AND YOUTH DEVELOPMENT AND THE CITY OF ROHNERT PARK TO OPERATE THE ROHNERT PARK HOMELESS PREVENTION, RENTAL AND DEPOSIT ASSISTANCE PROGRAM ("PROGRAM")

This Agreement, dated _____ by and between Sonoma County Adult and Youth Development, a California nonprofit public benefit corporation (hereinafter referred to as "SCAYD") and the City of Rohnert Park, a municipal corporation (hereinafter referred to as "City").

WITNESSETH

WHEREAS, SCAYD has for nine years through its Rohnert Park Homeless Prevention, Rental and Deposit Assistance Program successfully provided rental and deposit assistance, guidance and referrals to qualified low-income families and individuals in Rohnert Park who are at risk of becoming homeless; and

WHEREAS, SCAYD wishes to continue to assist Rohnert Park families who are in crisis and need assistance to help them get back on their feet as contributing members of our community; and

WHEREAS, SCAYD is experiencing a significant increase in requests for assistance from Rohnert Park residents, but because of inadequate and delayed funding, there has been an overall reduction in the number of households served; and

WHEREAS, SCAYD is requesting financial support of \$130,000 from the City for FY 2011/12 in order to close the funding gap and increase the number of households served; and

WHEREAS, City desires to work closely and in cooperation with SCAYD to provide homeless prevention services for its residents; 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 funds provided from other sources by contributing financial assistance from the Affordable Housing Trust Fund to assist the growing number of Rohnert Park residents in need of SCAYD's assistance.

NOW, THEREFORE, SCAYD 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

SCAYD shall administer the Rohnert Park Homeless Prevention, Rental and Deposit Assistance Program to provide grants for rental and deposit assistance, guidance and referrals to qualified low-income families and individuals in Rohnert Park who are at risk of becoming homeless due to unforeseen financial emergencies, as further provided 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 SCAYD as follows:

SCAYD shall invoice the City on a quarterly basis for services provided under the Agreement. Invoices shall be submitted to City within thirty (30) days of the beginning of each quarter, and City shall pay such invoice within sixty (60) days of receipt. The City's fiscal year begins on July 1 and ends on June 30. Each invoice shall be for payment of 25% of the total annual financial assistance to be provided hereunder, which shall be Thirty Two Thousand Five Hundred Dollars (\$32,500) per quarter or One Hundred Thirty Thousand (\$130,000) for the fiscal year.

IV. STANDARD OF QUALITY

City relies on the experience and ability of SCAYD as a material inducement to enter into this Agreement. All work performed by SCAYD 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

SCAYD 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 SCAYD.

VII. CORPORATION ORGANIZATION

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

SCAYD shall:

- 1) Conduct the Program within the City of Rohnert Park to assist low-, very low-, and extremely low-income households. All recipients of assistance must meet federal income eligibility requirements as determined by HUD, establishing their income level as low, very low and extremely low.
- 2) Respond to incoming calls from residents to determine eligibility, answer questions about the program or refer them to agencies that can assist them.
- 3) Conduct biweekly workshops to distribute application materials, explain the Program, its guidelines and how to apply for assistance.
- 4) Meet individually with all households to review and evaluate all applications and additional required materials, and to assess need for assistance.
- 5) Prepare and distribute assistance checks for eligible households directly to the homeowner or his or her designated agent.
- 6) Prepare and provide quarterly reports to the City showing the number of funded applications, phone calls and workshop attendance. The report shall include the number of households assisted, the number of people assisted, and the number of children and seniors assisted. These semi-annual reports shall be due by October 15th, January 15th, April 15th and July 15th of each

year and shall cover the three 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."

IX. FISCAL RESPONSIBILITIES

SCAYD 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

SCAYD 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) SCAYD 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, SCAYD 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. SCAYD 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. SCAYD will be notified in advance that an audit will be conducted. SCAYD 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 SCAYD. SCAYD 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 SCAYD 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 SCAYD (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 SCAYD 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 SCAYD shall have taken any action pertaining to the Program which required City approval without having obtained such approval.
 - d) If SCAYD is in default under any provision of this Agreement.
 - e) If SCAYD makes an improper use of City funds or properties as described above.
 - f) If SCAYD submits to City any report which is incorrect or incomplete in any material respect.
 - g) If SCAYD 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 SCAYD under this Agreement shall have the right to give SCAYD 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 SCAYD shall have the opportunity to participate in formulating any corrective action recommendation. City shall have the right to require the presence of SCAYD's officer(s) and Executive Director at any hearing or meeting called for the purpose of considering corrective action. Thereafter, City shall forward to SCAYD specific corrective action recommendations; such timetable shall be defined in the notice. In the event that SCAYD 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, SCAYD has designated James Gattis 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

SCAYD: James Gattis, Executive Director
Sonoma County Adult and Youth Development (SCAYD)
P.O. Box 7078
Cotati, CA 94931

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 SCAYD 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 SCAYD 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, SCAYD 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 SCAYD 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. SCAYD, 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, SCAYD 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 SCAYD pursuant to this Agreement.

XIV. INDEPENDENT CONTRACTOR

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

XV. ASSIGNMENT

- 1) SCAYD 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) SCAYD shall be responsible for employing or engaging all persons necessary to perform the services of SCAYD hereunder. No subcontractor shall be recognized by City as such; rather, all subcontractors are deemed to be employees of SCAYD, and SCAYD agrees to be responsible for their performance. SCAYD 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 SCAYD 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

SCAYD shall comply with all applicable federal, state, and local laws, codes, ordinances, and regulations. SCAYD 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 SCAYD'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 SCAYD 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) SCAYD 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 SCAYD, 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 SCAYD or otherwise in the event of any default or breach of the City, or for any amount which may become due to SCAYD 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, SCAYD 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 SCAYD, its agents, representatives, employees or subcontractors excluding Course of Construction insurance. Upon the effective date of a subcontract, SCAYD 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 SCAYD 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**

SCAYD 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) SCAYD 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. SCAYD 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. For any claims related to the Program, SCAYD'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 SCAYD'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

SCAYD 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 SCAYD, 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 SCAYD by City in any way constitute a waiver by City of its rights to recover from SCAYD the amount of money paid to SCAYD on any item, which is not eligible for payment under the Program or this Agreement. No act or omission by SCAYD 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

SCAYD is an equal opportunity employer and agrees to comply with all applicable state and federal regulations governing equal employment opportunity. SCAYD 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. SCAYD 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. SCAYD 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 SCAYD 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

SONOMA COUNTY ADULT AND YOUTH DEVELOPMENT

By: 
Executive Director Date

EXHIBIT A
SCOPE OF WORK

SCOPE OF SERVICES: Rohnert Park Homeless Prevention Program

Project Manager: Sonoma County Adult and Youth Development (SCAYD)

Sponsor: City Council of the City of Rohnert Park

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

PURPOSE

The purpose of the Rohnert Park Homeless Prevention Services Program is to prevent homelessness, mainly by providing a "one time only grant" of no more than one thousand dollars (\$1,000) per household at risk of becoming homeless to cover one month's rent, back rent or deposit. This program allows low-income families the opportunity to live in stable housing while regaining financial stability and independence.

PROVISION OF SERVICES

With funding provided through the City Council of the City of Rohnert Park, SCAYD will:

- Answer phone calls inquiring about the program and/or give referrals to other services at the SCAYD office and throughout Sonoma County (SCAYD receives an average of 1,400 phone calls each year and also maintains an informational line with a recorded message about eligibility requirements and workshops);
- Conduct two workshops each week to distribute application materials prepared by SCAYD staff, explain the program, its guidelines and how to apply for assistance;
- Meet individually with households to review and evaluate all applications and additional required materials, and to assess need for assistance;
- Determine eligibility (households must be low-income, live in or be moving to Rohnert Park and reside in Sonoma County for the past six months);
- Determine past use of funding (not eligible if funding was used in the past two years or a deposit was not returned to the funding agency);
- Verify with the applicants and the landlord / property owner that the household has proven ability to afford future housing and expenses;
- Verify willingness of landlord / property owner to work with their tenant;
- Prepare and distribute assistance checks directly to the property owner or their designated agent;
- Prepare and provide Quarterly Reports to the City of Rohnert Park;
- Conduct outreach activities (distribution of flyers, website listings, etc.)