

**RESOLUTION NO. 2012-85**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROHNERT PARK  
AUTHORIZING AND APPROVING THE FIRST AMENDMENT TO THE 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**

**WHEREAS**, Sonoma County Adult and Youth Development (“SCAYD”) has successfully operated the Rohnert Park Homeless Prevention, Rental and Deposit Assistance Program (“Program”) and provided 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 homeowners and a funding shortfall that will reduce the number of families they are able to assist; and

**WHEREAS**, SCAYD seeks funding through fundraising activities, individual donations, community partnerships and grants; and

**WHEREAS**, SCAYD is requesting financial support of One Hundred Thirty Thousand Dollars (\$130,000) from the City for FY 2012/13 in order to reduce the funding gap and assist a greater number of residents than would otherwise be possible; and

**WHEREAS**, City wishes to enter into an agreement with SCAYD to provide financial assistance and homeless prevention services to low-income families and individuals in Rohnert Park who are at risk of becoming homeless; and

**WHEREAS**, as a result of the passage of AB 1X 26 (the “Dissolution Bill”) and AB 1484 (the “Redevelopment Budget Trailer Bill”) the only funding source available to provide assistance to SCAYD is the Affordable Housing Trust Fund;

**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 and activities; and

**WHEREAS**, there are limited funds available in the Affordable Housing Trust Fund to provide assistance to SCAYD and other Community Service Organizations in need of financial assistance in FY 2012/13;

**WHEREAS**, the City will utilize a portion of the funds available in the Affordable Housing Trust Fund to provide assistance to SCAYD in FY 2012/13;

**WHEREAS**, City has determined to provide financial assistance to SCAYD in the amount of Forty-Six Thousand Dollars (\$46,000);

**WHEREAS**, City has determined to provide further assistance of Nineteen Thousand Dollars (\$19,000) in the event that there are additional funds available to support low-income families and individuals in Rohnert Park who are at risk of becoming homeless.

**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 amount of Forty-Six Thousand Dollars (\$46,000) for FY 2012/13.

**BE IT FURTHER RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve the provision of additional funds in the amount of Nineteen Thousand Dollars (\$19,000) in the event that those funds become available.

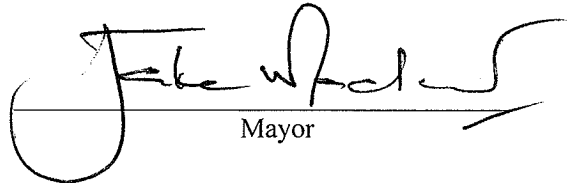
**BE IT FURTHER RESOLVED** by the City Council of the City of Rohnert Park that it does hereby authorize and approve the City entering into the proposed Agreement by and between Sonoma County Adult and Youth Development and the City of Rohnert Park in substantially similar form to the agreement attached 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 24<sup>th</sup> day of July, 2012.



**CITY OF ROHNERT PARK**

  
Mayor

**ATTEST:**

  
City Clerk

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

**FIRST AMENDMENT TO THE 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**

This First Amendment to the 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 ("First Amendment"), dated this \_\_\_\_ day of \_\_\_\_\_, 2012, is entered into between Sonoma County Adult and Youth Development, a California non-profit 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 successfully operated the Rohnert Park Homeless Prevention, Rental and Deposit Assistance Program ("Program") and provided 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 homeowners and a funding shortfall that will reduce the number of families they are able to assist; and

WHEREAS, SCAYD seeks funding through fundraising activities, individual donations, community partnerships and grants; and

WHEREAS, SCAYD is requesting financial support of One Hundred Thirty Thousand Dollars (\$130,000) from the City for FY 2012/13 in order to reduce the funding gap and assist a greater number of residents than would otherwise be possible; and

WHEREAS, the City is desirous of continuing to augment the resources available to SCAYD for homeless prevention services; and

WHEREAS, as a result of the passage of AB 1X 26 (the "Dissolution Bill") and AB 1484 (the "Redevelopment Budget Trailer Bill") the only funding source available to provide assistance to SCAYD is the Affordable Housing Trust Fund; 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 and activities; and

WHEREAS, there are limited funds available in the Affordable Housing Trust Fund to provide assistance to SCAYD and other Community Service Organizations in need of financial assistance in FY 2012/13; and

WHEREAS, the City will utilize a portion of the funds available in the Affordable Housing Trust Fund to provide assistance to SCAYD in FY 2012/13; and

WHEREAS, the City and SCAYD now desire to enter into this First Amendment to provide for financial assistance as described below.

NOW, THEREFORE, in consideration of the following mutual promises, the parties hereby amend the Agreement as follows:

1. Section III of the Agreement by First Amendment is hereby deleted in its entirety and replaced with the following:

Section III. CITY FINANCIAL ASSISTANCE. City shall pay the City Financial Assistance to Rebuilding Together as follows:

Within (30) days of execution of this Agreement by City, City shall pay SCAYD the sum of Forty-Six Thousand Dollars (\$46,000), to augment the funding SCAYD receives from other sources and to assist the growing number of Rohnert Park residents in need of assistance.

If additional funds are available, Nineteen Thousand Dollars (\$19,000) will be released to SCAYD to assist qualified low income families and individuals in need of assistance.

2. Section V of the Agreement by First Amendment is hereby deleted in its entirety and replaced with the following:

Section V. TERM. The term of this Agreement, as amended, shall begin on July 1, 2012 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.

3. In Effect. All other sections of the Agreement, as amended, shall remain in full force and effect.

4. Counterpart Signatures. This First Amendment may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused the Amendment to be executed by their duly authorized agents this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

THE CITY OF ROHNERT PARK

By: \_\_\_\_\_  
City Manager

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

Per Resolution No. 2012-XX approved by the City Council of the City of Rohnert Park on the 24<sup>th</sup> of July, 2012.

Approved as to Form:

By: \_\_\_\_\_  
City Attorney

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

Attest: \_\_\_\_\_  
City Clerk

SONOMA COUNTY ADULT AND YOUTH  
DEVELOPMENT

By: \_\_\_\_\_  
Executive Director

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