

**CITY OF SEBASTOPOL
CITY COUNCIL
STAFF REPORT**

Meeting Date: November 3, 2015
To: Honorable Mayor and City Councilmembers
From: City Manager Larry McLaughlin
Subject: Approval of Property Management Agreement with Tombe Realty for Property Management of Village Mobile Home Park
Recommendation: That the City Council Approve the Property Management Agreement
Funding: Currently Budgeted: Yes No N/A
Net General Fund Cost:
Amount: \$

INTRODUCTION: This item is to request that the City Council approve the Property Management Agreement with Tombe Realty for management of Village Mobile Home Park.

BACKGROUND:

The City of Sebastopol has owned the Village Mobile Home Park for several years. Since its acquisition, the City has utilized the services of Tombe Realty to provide all property management services.

DISCUSSION:

While the City has utilized the services of Tombe Realty to provide property management since purchase of this property, Tombe Realty's fees for these services have not been increased since 2010 when the contract was originally approved by the City Council.

This agreement increases the monthly fee from \$2500.00 to \$3000.00 per month.

An explanation of the services provided is attached for your information.

RECOMMENDATION:

Staff recommends that the City Council approve the Property Management Agreement with Tombe Realty for management of Village Mobile Home Park.

Attachment:

Agreement
List of Services Provided



PROPERTY MANAGEMENT AGREEMENT (C.A.R. Form PMA, Revised 11/13)

City of Sebastopol

Tombe Realty

(“Owner”), and

(“Broker”), agree as follows:

1. APPOINTMENT OF BROKER: Owner hereby appoints and grants Broker the exclusive right to rent, lease, operate, and manage the property(ies) known as 6665 Sebastopol Ave, Sebastopol, CA 95472

and any additional property that may later be added to this Agreement (“Property”), upon the terms below, for the period beginning (date) November 1, 2015 and ending (date) November 1, 2020, at 11:59 PM. (If checked:) [X] Either party may terminate this Property Management Agreement (“Agreement”) on at least 30 days written notice 12 months after the original commencement date of this Agreement. After the exclusive term expires, this Agreement shall continue as a non-exclusive agreement that either party may terminate by giving at least 30 days written notice to the other.

2. BROKER ACCEPTANCE: Broker accepts the appointment and grant, and agrees to:

- A. Use due diligence in the performance of this Agreement.
B. Furnish the services of its firm for the rental, leasing, operation and management of the Property.

3. AUTHORITY AND POWERS: Owner grants Broker the authority and power, at Owner’s expense, to:

- A. ADVERTISING: Display FOR RENT/LEASE and similar signs on the Property and advertise the availability of the Property, or any part thereof, for rental or lease.
B. RENTAL; LEASING: Initiate, sign, renew, modify or cancel rental agreements and leases for the Property, or any part thereof; collect and give receipts for rents, other fees, charges and security deposits. Any lease or rental agreement executed by Broker for Owner shall not exceed ___ year(s) or [] shall be month-to-month. Unless Owner authorizes a lower amount, rent shall be: [] at market rate; OR [] a minimum of \$ ___ per ____; OR [] see attachment.
C. TENANCY TERMINATION: Sign and serve in Owner’s name notices that are required or appropriate; commence and prosecute actions to evict tenants; recover possession of the Property in Owner’s name; recover rents and other sums due; and, when expedient, settle, compromise and release claims, actions and suits and/or reinstate tenancies.
D. REPAIR; MAINTENANCE: Make, cause to be made, and/or supervise repairs, improvements, alterations and decorations to the Property; purchase, and pay bills for, services and supplies. Broker shall obtain prior approval of Owner for all expenditures over \$ ____ for any one item. Prior approval shall not be required for monthly or recurring operating charges or, if in Broker’s opinion, emergency expenditures over the maximum are needed to protect the Property or other property(ies) from damage, prevent injury to persons, avoid suspension of necessary services, avoid penalties or fines, or suspension of services to tenants required by a lease or rental agreement or by law, including, but not limited to, maintaining the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10.
E. REPORTS, NOTICES AND SIGNS: Comply with federal, state or local law requiring delivery of reports or notices and/or posting of signs or notices.
F. CONTRACTS; SERVICES: Contract, hire, supervise and/or discharge firms and persons, including utilities, required for the operation and maintenance of the Property. Broker may perform any of Broker’s duties through attorneys, agents, employees, or independent contractors and, except for persons working in Broker’s firm, shall not be responsible for their acts, omissions, defaults, negligence and/or costs of same.
G. EXPENSE PAYMENTS: Pay expenses and costs for the Property from Owner’s funds held by Broker, unless otherwise directed by Owner. Expenses and costs may include, but are not limited to, property management compensation, fees and charges, expenses for goods and services, property taxes and other taxes, Owner’s Association dues, assessments, loan payments and insurance premiums.
H. SECURITY DEPOSITS: Receive security deposits from tenants, which deposits shall be [] given to Owner, or [] placed in Broker’s trust account and, if held in Broker’s trust account, pay from Owner’s funds all interest on tenants’ security deposits if required by local law or ordinance. Owner shall be responsible to tenants for return of security deposits and all interest due on security deposits held by Owner.
I. TRUST FUNDS: Deposit all receipts collected for Owner, less any sums properly deducted or disbursed, in a financial institution whose deposits are insured by an agency of the United States government. The funds shall be held in a trust account separate from Broker’s personal accounts. Broker shall not be liable in event of bankruptcy or failure of a financial institution.
J. RESERVES: Maintain a reserve in Broker’s trust account of \$ _____.
K. DISBURSEMENTS: Disburse Owner’s funds held in Broker’s trust account in the following order:
(1) Compensation due Broker under paragraph 8.
(2) All other operating expenses, costs and disbursements payable from Owner’s funds held by Broker.
(3) Reserves and security deposits held by Broker.
(4) Balance to Owner.
L. OWNER DISTRIBUTION: Remit funds, if any are available, monthly (or [] _____), to Owner.
M. OWNER STATEMENTS: Render monthly, (or [] Quarterly or [] _____), statements of receipts, expenses and charges for each Property.
N. BROKER FUNDS: Broker shall not advance Broker’s own funds in connection with the Property or this Agreement.

Owner’s Initials (_____) (_____)

Broker’s Initials (_____) (_____)

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Reviewed by _____ Date _____



O. KEYSAFE/LOCKBOX: (If checked) Owner authorizes the use of a keysafe/lockbox to allow entry into the Property and agrees to sign a keysafe/ lockbox addendum (C.A.R., Form KLA).

4. OWNER RESPONSIBILITIES: Owner shall:

- A. Provide all documentation, records and disclosures as required by law or required by Broker to manage and operate the Property, and immediately notify Broker if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.
- B. Indemnify, defend and hold harmless Broker, and all persons in Broker's firm, regardless of responsibility, from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, for: (i) any repairs performed by Owner or by others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operation of the Property by Broker, or any person in Broker's firm, or the performance or exercise of any of the duties, powers or authorities granted to Broker.
- C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law.
- D. Pay all interest on tenants' security deposits if required by local law or ordinance.
- E. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker. Broker shall be, and Owner authorizes Broker to be, named as an additional insured party on Owner's policies.
- F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Broker's trust account available for such payment.
- G. Immediately replace any funds required if there are insufficient funds in Broker's trust account to cover Owner's responsibilities.

5. OWNER REPRESENTATIONS: Owner represents that unless otherwise specified in writing, Owner is unaware of: (i) any recorded Notice of Default affecting the Property; (ii) any delinquent amounts due under any loan secured by, or other obligation affecting, the Property; (iii) any bankruptcy, insolvency or similar proceeding affecting the Property; (iv) any litigation, arbitration, administrative action, government investigation, or other pending or threatened action that does or may affect the Property or Owners ability to transfer it; and (v) any current, pending or proposed special assessments affecting the Property. Owner shall promptly notify Broker in writing if Owner becomes aware of any of these items during the term of this Agreement.

6. TAX WITHHOLDING:

- A. If Owner is not a California Resident or a corporation or LLC qualified to conduct business in California, Owner authorizes Broker to withhold and transmit to California Franchise Tax Board ("FTB") 7% of the GROSS payments to Owner that exceed \$1,500 received by Broker, unless Owner completes and transmits to Broker FTB form 589, nonresident reduced withholding request, FTB form 588, nonresident withholding waiver, or FTB form 590, withholding exemption certificate.
- B. If Owner is a nonresident alien individual, a foreign entity, or other non-U.S. person, (Foreign Investor) Owner authorizes Broker to withhold and transmit to the Internal Revenue Service (IRS) 30% of the GROSS rental receipts unless Owner elects to treat rental income as "effectively connected income" by submitting to Broker a fully completed IRS form W-8ECI, Certificate of Foreign Person's Claim for Exemption From Withholding on Income Effectively Connected With the Conduct of a Trade of Business in the United States. A Foreign investor Owner will need to obtain a U.S. tax payer identification number and file a declaration with the IRS regarding effectively connected income in order to complete the form given to Broker. Further, the Foreign Investor Owner will be responsible for making any necessary estimated tax payments.

7. DISCLOSURE:

A. LEAD-BASED PAINT

(1) The Property was constructed on or after January 1, 1978.

OR (2) The Property was constructed prior to 1978.

- (i) Owner has no knowledge of lead-based paint or lead-based paint hazards in the housing except: _____
- (ii) Owner has no reports or records pertaining to lead-based paint or lead-based paint hazards in the housing, except the following, which Owner shall provide to Broker: _____

B. POOL/SPA DRAIN

Any pool or spa on the property does (or, does not) have an approved anti-entrapment drain cover, device or system.

COMPENSATION:

B. A. Owner agrees to pay Broker fees in the amounts indicated below for:

- (1) Management: \$3,000.00 per month
- (2) Renting or Leasing: _____
- (3) Evictions: Paid by Property Owner
- (4) Preparing Property for rental or lease: _____
- (5) Managing Property during extended periods of vacancy: _____
- (6) An overhead and service fee added to the cost of all work performed by, or at the direction of, Broker: _____
- (7) Other: Owner to reimburse Tombe realty for any and all costs of on-site manager.

B. This Agreement does not include ~~providing on-site management services~~, property sales, refinancing, preparing Property for sale or refinancing, modernization, fire or major damage restoration, rehabilitation, obtaining income tax, accounting or legal advice, representation before public agencies, advising on proposed new construction, debt collection, counseling, attending Owner's Association meetings or _____

If Owner requests Broker to perform services not included in this Agreement, a fee shall be agreed upon before these services are performed.

Owner's Initials (_____) (_____)

Broker's Initials (_____) (_____)

Reviewed by _____ Date _____



- C. Broker may divide compensation, fees and charges due under this Agreement in any manner acceptable to Broker.
- D. Owner further agrees that:
 - (1) Broker may receive and keep fees and charges from tenants for: (i) requesting an assignment of lease or sublease of the Property; (ii) processing credit applications; (iii) any returned checks and/or (if checked) late payments; and (iv) any other services that are not in conflict with this Agreement.
 - (2) Broker may perform any of Broker's duties, and obtain necessary products and services, through affiliated companies or organizations in which Broker may own an interest. Broker may receive fees, commissions and/or profits from these affiliated companies or organizations. Broker has an ownership interest in the following affiliated companies or organizations:

Broker shall disclose to Owner any other such relationships as they occur. Broker shall not receive any fees, commissions or profits from unaffiliated companies or organizations in the performance of this Agreement, without prior disclosure to Owner.

- (3) Other: _____
- 9. **AGENCY RELATIONSHIPS:** Broker may act, and Owner hereby consents to Broker acting, as dual agent for Owner and tenant(s) in any resulting transaction. If the Property includes residential property with one-to-four dwelling units and this Agreement permits a tenancy in excess of one year, Owner acknowledges receipt of the "Disclosure Regarding Agency Relationships" (C.A.R. Form AD). Owner understands that Broker may have or obtain property management agreements on other property, and that potential tenants may consider, make offers on, or lease through Broker, property the same as or similar to Owner's Property. Owner consents to Broker's representation of other owners' properties before, during and after the expiration of this Agreement.
- 10. **NOTICES:** Any written notice to Owner or Broker required under this Agreement shall be served by sending such notice by first class mail or other agreed-to delivery method to that party at the address below, or at any different address the parties may later designate for this purpose. Notice shall be deemed received three (3) calendar days after deposit into the United States mail OR _____.
- 11. **DISPUTE RESOLUTION:**

A. **MEDIATION:** Owner and Broker agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction before resorting to arbitration or court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party (i) commences an action without first attempting to resolve the matter through mediation, or (ii) before commencement of an action, refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. **THIS MEDIATION PROVISION APPLIES WHETHER OR NOT THE ARBITRATION PROVISION IS INITIALED.** Exclusions from this mediation agreement are specified in paragraph 11C.

B. **ARBITRATION OF DISPUTES:**
Owner and Broker agree that any dispute or claim in Law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator shall be a retired judge or justice, or an attorney with at least 5 years of residential real estate Law experience, unless the parties mutually agree to a different arbitrator. The parties shall have the right to discovery in accordance with Code of Civil Procedure §1283.05. In all other respects, the arbitration shall be conducted in accordance with Title 9 of Part 3 of the Code of Civil Procedure. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this agreement to arbitrate shall be governed by the Federal Arbitration Act. Exclusions from this arbitration agreement are specified in paragraph 11C.

"NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY."

"WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION TO NEUTRAL ARBITRATION."

Owner's Initials _____ / _____	Broker's Initials _____ / _____
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C. **ADDITIONAL MEDIATION AND ARBITRATION TERMS:** The following matters shall be excluded from mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed of trust, mortgage or installment land sale contract as defined in Civil Code §2985; (ii) an unlawful detainer action; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions.

Owner's Initials (_____) (_____)

Broker's Initials (_____) (_____)

Reviewed by _____	Date _____
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Owner Name: City of Sebastopol

Date: November 1, 2015

12. EQUAL HOUSING OPPORTUNITY: The Property is offered in compliance with federal, state and local anti-discrimination laws.
13. ATTORNEY FEES: In any action, proceeding or arbitration between Owner and Broker regarding the obligation to pay compensation under this Agreement, the prevailing Owner or Broker shall be entitled to reasonable attorney fees and costs from the non-prevailing Owner or Broker, except as provided in paragraph 11A.
14. ADDITIONAL TERMS: Keysafe/Lockbox Addendum (C.A.R. Form KLA); Lead-Based Paint and Lead-Based Paint Hazards Disclosure (C.A.R. Form FLD) Addendum "A" and Exhibit "A" shall be part of this Management Agreement.

15. TIME OF ESSENCE; ENTIRE CONTRACT; CHANGES: Time is of the essence. All understandings between the parties are incorporated in this Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing. Owner warrants that Owner is the owner of the Property or has the authority to execute this Agreement. Owner acknowledges Owner has read, understands, accepts and has received a copy of the Agreement.

Owner _____ Date _____
 Owner City of Sebastopol
 Print Name _____ Social Security/Tax ID # (for tax reporting purposes) _____
 Address 7120 Bodega Ave City Sebastopol State CA Zip 95472
 Telephone (707)823-1153 Fax _____ Email _____

Owner _____ Date _____
 Owner _____
 Print Name _____ Social Security/Tax ID # (for tax reporting purposes) _____
 Address _____ City _____ State _____ Zip _____
 Telephone _____ Fax _____ Email _____

Real Estate Broker (Firm) Tombe Realty Cal BRE Lic. #: _____
 By (Agent) _____ Chris Pellascini Cal BRE Lic. #: _____ Date _____
 Address 127 N Main St City Sebastopol State CA Zip 95472
 Telephone (707)823-6475 Fax (707)823-6551 Email tombe@gte.net

THIS FORM HAS BEEN APPROVED BY THE CALIFORNIA ASSOCIATION OF REALTORS® (C.A.R.). NO REPRESENTATION IS MADE AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION IN ANY SPECIFIC TRANSACTION. A REAL ESTATE BROKER IS THE PERSON QUALIFIED TO ADVISE ON REAL ESTATE TRANSACTIONS. IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.
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Reviewed by _____ Date _____



Addendum "A"
To Property Management Agreement

The parties shall substitute the following paragraph for that contained in paragraph 4 of the preprinted form agreement attached hereto:

- "4. **OWNER RESPONSIBILITIES:** Owner shall
- A. Provide all documentation, records and disclosures as required by law or required by Broker to manage and operate the Property, and immediately notify Broker if Owner becomes aware of any change in such documentation, records or disclosures, or any matter affecting the habitability of the Property.
 - B. Indemnify, defend and hold harmless Broker, and all persons in Broker's firm, except those matters that are the result of intentional or willful misconduct of broker or its employees (excluding the on-site manager holding said position on the date of execution of this agreement, for whose acts the indemnity provision above shall not except intentional or willful misconduct), from all costs, expenses, suits, liabilities, damages, attorney fees and claims of every type, including but not limited to those arising out of injury or death of any person, or damage to any real or personal property of any person, including Owner, for: (i) any repairs performed by Owner or by others hired directly by Owner; or (ii) those relating to the management, leasing, rental, security deposits, or operation of the Property by Broker, or any person in Broker's firm including the on-site property manager, or the performance, non-performance, or exercise of any of the duties, powers or authorities granted to Broker. Should the Broker hire a new on-site manager of its choosing, then the exclusion noted above shall be considered null and void.
 - C. Maintain the Property in a condition fit for human habitation as required by Civil Code §§ 1941 and 1941.1 and Health and Safety Code §§ 17920.3 and 17920.10 and other applicable law or ordinance.
 - D. Pay all interest on tenants' security deposits if required by local law or ordinance.
 - E. Carry and pay for: (i) public and premises liability insurance in an amount of no less than \$1,000,000; and (ii) property damage and worker's compensation insurance adequate to protect the interests of Owner and Broker. Broker shall be, and Owner authorizes Broker to be, named as an additional insured party on Owner's policies.
 - F. Pay any late charges, penalties and/or interest imposed by lenders or other parties for failure to make payment to those parties, if the failure is due to insufficient funds in Broker's trust account available for such payment.
 - G. Immediately replace any funds required if there are insufficient funds in Broker's trust account to cover Owner's responsibilities."
 - H. Owner shall pay any and all costs of insurance requirements stated in Exhibit "A".
- "12. **ADDITIONAL TERMS:**
- A. In any Arbitration proceedings conducted under paragraph 9B of the Management Agreement, the costs of such arbitration shall be borne equally by the Owner and Broker regardless of fault or the outcome of the arbitration.

X

R

EXHIBIT A

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant shall procure and maintain for the duration of the contract 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 the Consultant, his agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed. 1187) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Errors and Omissions liability insurance appropriate to the consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations, as applicable. If Commercial General Liability Insurance 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.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

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: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and volunteers are to be covered as insureds as respects liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.

d.

X

2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. The Workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under terms of this policy which arises from the work performed by the named insured.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subsection (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the city.

Verification of Coverage

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

Source: Redwood Empire Municipal Insurance Fund, Insurance Requirements in Contracts, Revised 7/00 (Exhibit 9) Revisions per phone conversation with Jeff Davis, General Manager REMIF, on June 8, 2010. (SEK)

df.

X.

Tombe Realty Job Description for the Management of Village Mobile Home Park

- Rent
 - Receive rent payments in person or by mail each month
 - Write receipts upon receiving funds
 - Process rents through Yardi Property Management Program
 - Write up receipts for each individual charge
 - Write on statements, tenant cards and owner card each charge & payment received
 - Enter into Yardi each individual tenant charges
 - Enter into Yardi each receipt for funds receive for each tenant charge
 - Write up deposit for banking; in order: 1st cash, 2nd checks in bank code order
 - Compare deposit in Yardi make sure both match
 - Take each daily deposit to the bank
 - Prepare and Send Tenant Statements for Tenants with Credits and Balances Due
 - File all tenant monthly paid statements & additional info in each tenant file

- Other Income
 - Coinmach (Laundry Room)
 - Seven-Up/RC Bottling Company (7-UP Machine)
 - The American Bottling Company (Coca Cola Machine)

- PG&E
 - Request meter readings from Patti the onsite manager – 20th of each month
 - Subtract current meter readings from last months to determine KWh used
 - Enter readings for each tenant into PG&E's worksheet online
 - Submit meter readings to PG&E for processing
 - Print out readings from PG&E that have been submitted and receipt from processing
 - Process readings from PG&E to be applied to each individual tenant statement
 - Make sure current PG&E statements and bill received match before preparing tenant statements

- Monthly Tenant Statements
 - Input rent amounts and utilities due for current month
 - Check Yardi for credits/past due amounts for each tenant
 - Calculate total amounts due for each tenant

- Print all statements
- Mail any statements that have been requested not to be hand delivered
- Compile Statements with any return stamped envelopes
- Call Patty to pick up at office for hand out deliveries

- Monthly Owner Statements and Quarterly Statements
 - Print out Monthly Owner Statement's and Mail it out
 - Print out Financial Reports for their Annual year ending

- General
 - Answer questions for tenants
 - Go over statements & charges/amounts due
 - Payment arrangements (Refer to Chris)
 - Take complaints and resolve or pass to higher authority

- Vehicle Abatement: Automobiles, Mobile Homes and Trailers
 - File a Vehicle Abatement Authorization with the Sonoma County Sheriff's Department
 - Give a 60 day notice to the tenant
 - Write a letter to the tenant
 - Serve all documents above
 - Last course of action is to have vehicle/Trailer towed

- Maintenance and Repairs
 - Schedule dumpster for garbage pickup for major park clean up twice a year
 - Pay for it in advance and reimburse Chris at completed
 - Contact garbage company with any pick up issues (on site cans/dumpsters)
 - Schedule tractor for all mowing of grounds
 - Schedule & call for plumber, electrician or repair people for repairs needed at park

- Translations – Spanish/English
 - By phone
 - In person
 - Written

- Expenses
 - Calculate funds to be paid out
 - Calculate Funds for Property Taxes (pay out twice a year)
 - Enter each vender bill separately for payment into Yardi

- Enter each vender bill amount separately on Owner Card
- Print check for distribution to venders
- Enter each check number for payment on Owner Card
- Stamp each bill paid with date paid, amount paid & check number
- Organize each payment for mailing
- Stuff envelopes & add postage
- File copies of all expenses paid in owner files

- Expenses for onsite manager
 - Enter monthly employee insurance amount to Kaiser
 - Petty Cash
 - Go over receipts
 - Review Receipt book
 - Add up all receipts
 - Enter into Yardi
 - Cut check to Patty for Petty Cash
 - Make Copies of the Receipt Book, Receipts and Check
 - Give Receipt book back to Patti
 - File copies for our records
 - Calculate payroll amount (QuickBooks)
 - Enter amount into Yardi
 - Cut check out and deposit into Tombe Realty
 - Cut check payable to onsite manager (Patti J. Lacey)

- Prepare and type monthly and quarterly reports and expenses
 - Employer Tax (Twice a month)
 - Calculate Employer Tax (QuickBooks)
 - Enter tax amount into Yardi payable to Tombe Realty
 - Cut check and deposit into Tombe Realty
 - Make copies of Check to file for our records
 - Federal Deposit 941 (Once a Month)
 - Calculate Village Park Share (QuickBooks)
 - Enter payment amount into Yardi
 - Print check out and deposit into Tombe Realty Account
 - Process an Auto Withdraw for payment from Tombe Realty Account
 - Log on line to EFTPS to process monthly payment
 - Print out receipt (confirmation of payment)
 - Make copies and file for record

- State -- EDD -- ED88 (Once a Month)
 - Calculate Village Park Share (QuickBooks)
 - Enter payment amount into Yardi
 - Print check out and deposit into Tombe Realty Account
 - Write check out of Tombe Realty payable to EDD
 - Make copies of Paper Work and Check to file for our records
 - Stuff envelope and add postage and mail out
- State Fund Insurance (Once a Month)
 - Calculate Village Park Share
 - Enter payment into Yardi
 - Print check out and deposit into Tombe Realty Account
 - Write check out of Tombe Realty to State Fund
 - Make copies of Paper Work and Check to file for our records
 - Stuff Original and check in envelope and add postage and mail out
- Calculate and Process Quarterly Tax Forms
 - Federal Deposit 941 Quarterly Report
 - Make sure all amounts match monthly Federal Deposits 941 (QuickBooks)
 - Print out form
 - Sign and date
 - Make copies of Paper Work and Check to file for our record
 - Stuff and add postage and mail out
 - State DE9 Quarterly Report
 - Make sure all amounts match monthly deposits for DE88 (QuickBooks)
 - Print out form
 - Sign and date
 - Make copies of Paper Work and Check to file for our records
 - Stuff and add postage and mail out
 - State DE9C Quarterly Report
 - Make sure all amounts are correct (QuickBooks)
 - Print it out
 - Sign and date
 - Make copies of Paper Work and Check to file for our records
 - Stuff envelope and add postage and mail out
 - Transient Occupancy Tax Return Quarterly Report
 - Transfer Rent Received per quarter to Excel spread sheet
 - Calculate all figures on spread sheet (Excel)
 - Print out Sheets from Excel

- Type form up Form
 - Sign and date form
 - Make a copy for our file
 - Attach Original form and spread sheet from excel together
 - Stuff envelope and add postage and mail out
 - Copy gets filed away for our record

- Annually
 - Order Manufactured Housing Community Booklets
 - Hand out one to each tenant
 - Order any upgrades for park code book
 - Order gas testing
 - Liability Insurance (Once a Year)
 - Review policy
 - Sign and date
 - Enter payment into Yardi
 - Cut check payable to Philadelphia Insurance
 - Make copy of Invoice and check
 - Stuff Original and check in envelope add postage and mail out
 - Copy gets filed away for our records
 - Sonoma County Mobile Home Rent Stabilization Program Ordinance
 - Fill form out
 - Type form up
 - Update Spread sheet in Excel
 - Print 2 copies
 - Sign and date form
 - Make copy of form
 - Fold Original form plus spread sheet and Stuff in an envelope add postage and mail out
 - File copy in our file for our records
 - Rental Increases
 - Using current Consumer Price Increase (CPI) Calculate increase for each tenant
 - Chris reviews prior to letters being written
 - Write price increase letter to each tenant 90 days prior to increase due
 - Enter each new calculated amount into Yardi for posting at start of increase month
 - Enter each new calculated amount on each tenant card & statement
 - Reset in Yardi system for date of new rental increase for each tenant for following year

- Create signature list for tenants to sign upon receipt of rental increase letter
 - Make copies for each tenant file
 - Submit letters to Patti the onsite manger to hand out & collect signatures from each tenant
- Upper Management
 - Request monthly Owner's Contribution (Capital)
 - Act upon complaints received; not resolved by front office (tenant issues & disputes)
 - Review tenant renal agreements and leases
 - Serve tenant violation notices
 - Serve notices for non-payment
 - Coordinate with attorney for some non-payment issues (some notices served by attorney)
 - Serve any pay or quit notices
 - Court appearances when needed
 - Regular property inspections
 - Review and order park & restroom supplies from Sebastopol Hardware or other venders
 - Meet with City to discuss park and tenant issues, and receive direction
 - Member of Western Manufactured Housing Communities Association
 - Read/Review and keep up to date on all new mobile home park rules and regulations
 - Attend two, one day Seminars per year
- On Going Problems at Tombe Realty Office from Village Park Tenants
 - Tenant slander & negative on-line reviews
 - Break-ins
 - We installed video security system
 - Tenant odor
 - Deodorizing & cleaning carpets on a regular basis after pets have been brought into the office