



Attachment 1

REQUESTS FOR PROPOSALS
for the
Provision of Homeless Services

R158596

November 15, 2021

RFP R158596 deadline, initially due on December 13, 2021 has now been postponed until December 20, 2021

Due Date: December 20, 2021
at 5:00 p.m.

SECTION I - INTRODUCTION

The City of Santa Rosa (City or Santa Rosa) is seeking proposals from qualified and experienced organizations to provide homeless services programs (Homeless Services Programs) and for operation of the City-owned Samuel L. Jones Hall Homeless Shelter (SJH) for the upcoming Fiscal Year 2022/2023. Organizations must have capacity to implement programs by July 1, 2022. Based on an organization's performance in Fiscal Year 2022/2023, the City may elect to extend Homeless Services Programs and/or operation of SJH in subsequent years for up to five years total (FY 22/23 through FY 26/27). The City reserves the right to select one or multiple organizations for Homeless Services Programs.

SECTION II - BACKGROUND

Homelessness is a major and growing concern for Santa Rosa and has been identified as one of the City Council's top priorities. The 2020 Sonoma County Homeless Census and Survey, commonly known as the homeless count, identified 1,524 individuals experiencing homelessness in Santa Rosa which represents 56% of the total population experiencing homelessness in Sonoma County (2,745)¹. City efforts to address homelessness are modeled on the evidence-based practices of "Housing First" which prioritizes the provision of permanent housing as the primary tool for ending homelessness in alignment with Federal, State, and regional policy. The overarching goal is to achieve "Functional Zero" homelessness in which a person's experience with homelessness is rare, brief, and non-recurring. To that end, the City is making strategic investments in five key initiative areas: 1) Day Services; 2) Street Outreach and Encampment Resolution; 3) Housing-Focused Emergency Shelter; 4) Housing Support; and 5) Community-Based Solutions. This strategy includes short-term interventions to address the immediate crisis at-hand such as emergency shelter within the context of a Housing First model as well as longer-term housing-focused solutions. The City also participates in regional efforts through the Continuum of Care (CoC), holding a seat on its Board and participating in committees to ensure alignment with a broader regional strategy to end homelessness.

The City's Fiscal Year 2021/2022 budget for homeless services is approximately \$4.9 million, which includes contracts with non-profit organizations for the provision of Homeless Services Programs and operation of SJH (approximately \$3.9 million or 81%) plus City administration of these contracts and other homeless response efforts (approximately \$900,000 or 19%). Homeless services are largely funded by the City's General Fund with an augment from the City's federal Community Development Block Grant (CDBG) funds. The County of Sonoma, CoC, and the Community Foundation Sonoma County also provide funding for the City-owned SJH. The City anticipates similar funding levels in upcoming fiscal years subject to available resources and

¹ 2020 Homeless Count: srcity.org/data

shifting priorities. One-time funding has also been identified for a Safe Parking Pilot Program², which is covered under a separate Request for Proposals (RFP).

Funding levels for Fiscal Year 2022/2023 will be determined as part of the City's annual budget planning process which typically starts in February and concludes in June with Council's adoption of the budget. Given its increased investment in homeless services over the past several years, the City is shifting to a competitive funding process through this RFP. The City is seeking qualified and experienced organizations to provide Homeless Services Programs in alignment with its Housing First strategy and key initiative areas, including operation of the SJH, which are described in greater detail in the Scope of Services, below. The City Council provided input on this RFP and its priorities during a November 9 Study Session. The full City Council meeting of November 9, 2021 is available here: <https://santa-rosa.legistar.com/Calendar.aspx>

SECTION III - TERM

1) Term

- a) The City anticipates that the initial term of the contract will be from July 1, 2022 through June 30, 2023 (Year 1). The City will consider renewing the contract in subsequent years based on factors including contractor performance and funding availability for the periods July 1, 2023 through June 30, 2024 (Year 2), July 1, 2024 through June 30, 2025 (Year 3), July 1, 2025 through June 30, 2026 (Year 4), and July 1, 2026 through June 30, 2027 (Year 5). *Note: this approach to agreement term does not apply to the Community Homeless Assistance Program (CHAP), described below.*
- b) Staff plans to consider funding for Years 2-5 based on a variety of factors, including funding availability and performance toward contracted outcomes, including data-driven measures, timeliness in submitting reimbursement requests and quarterly reports, responsiveness to monitoring conducted by City or other requests related to the scope of work and results of monitoring/requests, and community feedback related to contractor/program performance. The City does not guarantee renewal funding for Years 2-5. City funding for Years 2-5 will be based on actual available funding. Organizations that submit proposals that include potential Years 2-5 should assume renewal funding is flat funding that is not adjusted up or down.
- c) At the end of the Initial one-year term and any subsequent annual renewal term for Years 2-5, the City may in its sole discretion, choose to 1) renew the contract for additional

² srcity.org/SafeParking

year(s), 2) seek proposals from other service providers, 3) modify the scope of services; and/or (4) assign responsibilities to City staff.

SECTION IV - SCOPE OF SERVICES

This section is broken down into three categories: 1) provision of Homeless Services Programs; 2) operation of SJH; and 3) General Service Requirements and Expectations for Homeless Services and SJH Operation. Proposers may submit one or more proposals. Proposers may suggest additional services other than those outlined below so long as they fall within the defined categories (i.e., day services, street outreach, emergency shelter). Services may be provided by the Proposer as the primary provider or in partnership with a partner agency or subcontractor. Additionally, the City is open to supporting an expansion of services and considering innovative approaches subject to the availability of funds. These services and approaches should be identified separately in the proposal and itemized in the budget.

1) Homeless Services Programs

- a) Day Services – Daytime support for persons experiencing homelessness or at-risk of becoming homeless. Services include but are not limited to the following – showers/bathrooms, laundry, telephone, mail service, referrals to community services, and shelter intake/enrollment in Coordinated Entry. *Current programs funded by the City – Homeless Services Center (operated by Catholic Charities) and The Living Room.*
- b) Street Outreach and Encampment Resolution – Outreach targeted to individuals residing in encampments and in unsheltered situations. Services include but are not limited to the following – engagement of individuals to assess their needs utilizing by-name list and the Vulnerability Index, Service Prioritization Decision Assistance Tool (VI-SPDAT); enrollment of individuals in Coordinated Entry; coordination/transportation to access community resources (health, behavioral health, benefits enrollment, alcohol/substance use services, emergency shelter or temporary housing, etc.); case management with a focus on connecting individuals with the services and support needed to end their homelessness; coordination with City’s Homeless Encampment Assistance Program (HEAP) and County partner agencies to resolve encampments; access to basic services to promote health and safety (i.e. sanitary facilities and showers). *Current program funded by the City – Homeless Outreach Services Team (HOST – operated by Catholic Charities).*
- c) Housing Focused Emergency Shelter – 24/7 low barrier emergency shelter for individuals and families experiencing homelessness, providing basic services as well as wrap-around case management targeted at transitioning individuals/families into housing as rapidly as possible. Services related to shelter operations, include but are not limited to the following: staffing; facility management/maintenance; procurement of goods/services

related to operations; client intakes, on-going engagement, case management; provision of meals and other essential services; coordination/transportation to access community resources (health, behavioral health, benefits enrollment, alcohol/substance use); implementation/enforcement of shelter rules to ensure the health and safety of staff, clients, and surrounding neighborhood/community. *Current programs funded by the City – Family Support Center and SJH, both operated by Catholic Charities. See below (2) for more information about the scope of services for SJH. The City also provides funding to the YWCA’s Safe House, emergency shelter for survivors of domestic violence.*

- d) Housing Support – Flexible funding to encourage landlords to rent to persons experiencing homelessness as well as to assist these individuals in locating and maintaining housing. Services related to the administration of flexible funding, include but are not limited to: staffing – navigation/location/stabilization support services; landlord incentives and risk mitigation; housing costs - transportation, application/preparation, security deposits, rental payments, utility deposits, and moving costs. Homelessness prevention/diversion are also eligible under this category. *Current program funded by the City – Homeless Outreach Services Team (HOST – operated by Catholic Charities) administers a Housing First Fund as part of the HOST program. The City also provides funding to Community Action Partnership of Sonoma County for the administration of the HCA Family Fund Program, a rental assistance program for individuals who are homeless or at risk of becoming homeless.*
- e) Community-based Solutions – Community Homeless Assistance Program (CHAP) allows services to be established on private property zoned for commercial or assembly uses such as churches. Services include but are not limited to the following – safe parking/camping, the placement and maintenance of portable toilets and access to existing bathroom facilities, provision of temporary overnight shelter, and storage for personal belongings. *Funding for CHAP is available through this RFP for FY 22/23. Requests for subsequent fiscal years will be taken on a first-come-first-serve basis in-lieu of a formal RFP subject to community need and the availability of funds.*

2) SJH Operations

- a) SJH, owned by the City, is the largest shelter for single adults experiencing homelessness in Sonoma County. There are a total of 213 beds, provided in two facilities co-located on the same property – the existing facility opened in 2005 and has been operated by Catholic Charities since that time; a new facility (the Annex) was constructed in 2020 to restore shelter capacity to pre-COVID-19 levels while maintaining social distancing. SJH operates 24/7, 365 days/year providing low barrier emergency shelter with access to basic services and on-site medical care as well as case management targeted at transitioning individuals into housing as rapidly as possible. The total 213 beds are prioritized by the Homeless

Outreach Services Team (HOST) with beds designated for medical respite, public safety, and the Homeless Encampment Assistance Program (HEAP) or during emergency situations.

- b) City Requirements for SJH Operations– SJH is subject to a Conditional Use Permit that sets forth conditions related to shelter operations (See Attachment A - Conditional Use Permit). The SJH operator will be required to comply with all terms of the Conditional Use Permit. As of the date of this RFP, the following conditions are waived on an interim basis at the discretion of the City:
- i. Maximum bed capacity/occupancy (138 year-round beds and 50 winter shelter beds) and no pet policy pursuant to Council’s proclamation of local homeless emergency, adopted on August 9, 2016, by Resolution No. 28839, which provides the City with greater flexibility to address the homeless crisis.
 - ii. Police Department (Nos. 24 and 25) related to office space and use of gymnasium for training/meetings.
- c) In addition to conditions outlined in the Conditional Use Permit (Attachment A), services related to SJH operations, include but are not limited to provision of the following:
- i. 24/7, year-round, low barrier shelter for a maximum of 213 individuals per night, or 700 unique individuals per year in alignment with the City’s Housing First approach to solving homelessness
 - ii. Staffing model adequate to manage shelter operations and ensure housing-focused interventions (housing locator, navigator, stabilization case managers)
 - iii. Basic services – client intakes and on-going engagement; meals and other essential services; coordination/transportation to access community resources (health, behavioral health, benefits enrollment, alcohol/substance use); coordination of on-site medical care
 - iv. Procurement of goods/services related to operations – private security, janitorial, other services related to operator’s responsibilities (i.e., routine maintenance of shelter, landscaping)
 - v. COVID-19 safety (or other infectious disease) protocols – temperature and symptom checks; screening for potential factors that place individuals at high-risk of COVID-19 complications; compliance with masking and social distancing and other preventative measures (i.e., cleaning and disinfecting); motivational interviewing and strengths-based approaches to encourage testing and vaccination; and outbreak protocols. Protocols must be consistent with State, County and any applicable City recommendations and requirements.

- vi. Grievance procedure to meet the requirements of the American with Disabilities Act of 1990 for use by anyone who wishes to file a complaint alleging the City and/or its contractor has failed to provide a reasonable accommodation to address his or her disability at the shelter.
- vii. Service animal/pet policy that ensures the animal's behavior is appropriate for a communal living space; owner is solely responsible for taking care of their animal (i.e., feed, water, clean, exercise); animals must be free of fleas and other pests, have current vaccinations, and be on leash or in crate while indoors/unattended.

3) General Service Requirements and Expectations for Homeless Services Programs and SJH

- a) Fidelity to Housing First such as lowering barriers to entry to ensure those most in need are accessing essential services and focusing services on assisting people to access permanent housing as quickly as possible.
- b) Alignment with Continuum of Care standards including utilization of the Homeless Information Management System (HMIS) and Coordinated Entry, Emergency Shelter Standards of Care which require policies and procedures related to emergency preparedness/natural disasters, and strategic funding of projects/programs emphasizing increases in housing placements, decreases in overall length of homeless episodes, and minimize returns to homelessness.
- c) Coordinate with City: Communicate regularly with appropriate City staff to inform them of progress and activities; address any issues raised by the City in a timely manner.
- d) Primary Contact: Contractor will make themselves available to public by phone, email, and face-to-face meetings and promptly respond when requested by the City for questions, comments, and concerns associated with the Scope of Services.
- e) Client/Community Engagement: Contractor will pro-actively and regularly communicate with the greater community, especially the immediately surrounding neighborhood. Contractor will provide all interested parties with clear instruction and information about contacting the contractor with complaints, questions, or concerns regarding program operations. Contractor will have policies and procedures to ensure the health and safety of clients, staff, and the immediately surrounding neighborhood (i.e., "good neighbor" policy). Additionally, Contractor will have a process for seeking client/consumer feedback, including a grievance procedure and, ideally, a client advisory board.
- f) Provide or contract for translation services (primarily Spanish) to provide necessary public outreach and engagement and service delivery.
- g) COVID-19 safety (or other infectious disease) protocols per SJH requirements.
- h) Reporting Requirements: Contractor will submit comprehensive quarterly reports to the City by the 15th day of the month following the close of the quarter which document the activities of the previous quarter consistent with the Scope of Services for the respective program (i.e., day services, emergency shelter, outreach). Reports may also include

accomplishments and challenges encountered by the contractor, and must include summary measures such as:

- i. Description of the work undertaken in the reporting period including:
 - 1) Information on outreach efforts including the number and type of groups or individuals engaged;
 - 2) Number of individuals served, including demographic data (i.e., race/ethnicity, income);
 - 3) Number of individuals served that exited to other shelter/temporary housing, housing, return to street, etc.;
 - 4) Description of services provided (basic and wrap-around).
- ii. Any other data requested by the City that will assist them in evaluating the effectiveness of the program.
- iii. Contractor must keep all records for a minimum of five (5) years, or longer if required by State or federal regulations.
- iv. Contractor agrees to meet the requirements of and participate in the evaluation program and management information systems of the City and those of the Continuum of Care's Homeless Management Information System (HMIS).

SECTION V - GENERAL QUALIFICATIONS

To effectively provide the services outlined in this RFP, the Proposer must have a solid background in developing, implementing, and administering homeless services programs and/or operation of a shelter like SJH, and must demonstrate the following:

1. Non-profit organization must have achieved or expect to achieve IRS Section 501(c)(3) tax-exempt non-profit status and California Revenue and Taxation Code tax-exempt non-profit status before entering into any future contract with the City.
2. Demonstrated history providing similar services to City and partner agencies – County of Sonoma, CoC, State of California and federal agencies – or other comparable entities.
3. Expertise in delivering services in alignment with Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, and other best practices.
4. Experience in providing or coordinating housing location/navigation services, including landlord engagement/interface, and case management services (behavioral health, alcohol/substance use, economic health, independent living, housing stabilization, etc.,). The proposal should outline any services provided by a partner or subcontracted agency other than the Proposer, if the Proposer does not have capacity or experience in this area.
5. Ability to be a partner with City staff and the community, County, and stakeholders.
6. Experience with the Homeless Management Information System (HMIS) and Coordinated Entry.

7. Ability to comply with local, state, and federal funding source regulatory requirements, including program implementation and reporting.
8. Exceptional customer service skills.
9. Capacity to provide responsive services to the City and partner agencies.
10. Experience providing culturally responsive services to our City's diverse individuals and families experiencing homelessness.

SECTION VI - PROPOSAL REQUIREMENTS

Proposals must be submitted following the provided templates (Attachments B, C) and CHAP Grant Application (Attachment D), if applicable, in the order and format specified. This is necessary so that all proposals may receive fair and consistent evaluation. Proposals that do not follow the required format may not be considered. Information must be at a level of detail that enable effective evaluation. **Proposals awarded funding other than City General Fund such as Community Development Block Grant (CDBG) may be required to submit supplemental information in compliance with funding source requirements upon City request.**

SECTION VII - ESTIMATED SCHEDULE

Proposals must be submitted by 5:00 p.m. on Monday, December 20, 2021. The City reserves the right to alter the schedule as necessary.

RFP Issued	November 15, 2021
Pre-submission Conference	November 18, 2021
RFP Questions to Staff	November 24, 2021 by 1 p.m.
Responses to RFP Questions	November 30, 2021
RFP Due (Updated)	December 20, 2021 by 5 p.m.
Convene Evaluation Committee by	December 30, 2021
Recommendations to City Council (tentative)	January 25, 2022
Contract Drafting	Spring 2022
Contracts to City Council for FY 22/23	June 2022
Contracts awarded for FY 22/23	July 2022

SECTION VIII – PRE-PROSOSAL CONFERENCE AND QUESTIONS

Pre-submission conference will be held virtually on November 18, 2021. Proposers are invited to attend this optional conference scheduled on **Thursday, November 18th at 5:00p.m.** **To attend this meeting, join at <https://srcity-org.zoom.us/j/81637054445?pwd=R1VMZzRjL0NmWndIM3E5M0pTVdZwZz09>.** **To call in by phone, dial +16692192599; meeting ID: 816 3705 4445 #.**

A recording of the clarifications raised in the pre-submission conference will be posted to the City's PlanetBids page. Proposers are required to submit all questions related to the RFP through PlanetBids by 1:00p.m. on **November 24th, 2021**. Answers to timely submitted questions will also be posted to the City's PlanetBids page in accordance with the Schedule set forth above.

It is the responsibility of each Proposer to check for any RFP addendums, question and answer postings, and other updates posted regarding this RFP.

SECTION IX - SUBMITTAL INSTRUCTIONS

Proposers shall submit one electronic PDF file using the provided templates (Attachments B, C) and CHAP Grant Application (Attachment D), if applicable, and exceptions (if any) to the City's standard template agreement to PlanetBids no later than **5 p.m. on December 20, 2021**. Failure to provide all required submittals may result in a proposal being found non-responsive and not given consideration. **Late proposals will not be considered under any circumstance.**

SECTION X - EVALUATION PROCESS

The City intends to award agreements to proposals that it determines will provide the best overall program services within a reasonable pricing structure. Staff reserves the right to reject all proposals, or any proposal that is not responsive to the RFP. The City intends to evaluate the proposal objectively in accordance with the criteria below. The City will also evaluate the overall completeness and quality of the proposal, quality of references/supplemental materials, and any other factors the evaluation committee deems relevant.

Criteria	Section in Proposer Template (Attachment B and C)	Maximum Points
Strategic Goals – Alignment with City Council priorities and CoC strategic goals, including diversity, equity, and inclusion.	Section 2.1	10
Organizational Capacity – Demonstrates infrastructure and experience to deliver services described in this RFP ³	Section 2.1-2.2 and 3.1-3.2	20
Client Engagement/Feedback – Policies/procedures for engaging clients and seeking feedback.	Section 2.3	5
Best Practices - Demonstrates experience providing responsive services in alignment with the Housing First model and other best practices. Proven ability to get clients housed.	Section 2.4 and 3.1	20
Proven delivery of wrap-around services, either directly or via subcontractor, including challenges and mitigation strategies.	Section 3.0 and 3.1	10
Proven ability in delivering accurate data in compliance with reporting requirements (local, CoC, federal, State, etc.,)	Section 3.0	10
Financial Reasonability – Demonstrates financial reasonability through allocation of resources in the budget template; template is clear, thorough, and provides justification for all budget line items, including indirect; budget leverages resources from a variety of funding sources	Section 3.3-3.5	20
Other ⁴		5
TOTAL		100
Bonus Points - Innovative program/approach ⁵		5

SECTION XI – ADDITIONAL REQUIREMENTS

Contracts for services will be between the selected contractor and the City. Proposers must be willing to accept the terms of City’s Standard Agreement and/or Operating Agreement

³ For SJH, proposers must demonstrate experience operating low barrier emergency shelter of a similar size/scope to SJH.

⁴ “Other” may include the completeness and quality of proposal, quality of references/supplemental materials, and any other factors the evaluation committee deems relevant.

⁵ Innovative program/approach that demonstrates new ways to expand engagement in services consistent with City Council’s goal to achieve “Functional Zero” homelessness.

(Attachments E and F) and to provide the insurance required by the City. All proposals submitted are subject to disclosure under the California Public Records Act. Where Proposer desires to claim portions of its proposal exempt from disclosure they must be clearly labeled "confidential". The City will make final decisions concerning release based on applicable law. Assertions by a Proposer that the entire proposal or large portions are confidential will not be honored.

In its sole discretion, the City reserves the right to reject any or all proposals received, to amend, modify, reject, negotiate or accept any portion of proposal(s) received, to waive any irregularities or informalities in the proposal process and/or to contract with multiple Proposers.

SECTION XII – QUESTIONS

For information concerning RFP procedures, interested parties may contact Kelli Kuykendall, Housing and Community Services Manager, City Manager’s Office at kkuykendall@srcity.org or (707)543-3315.

Attachments:

- A – Conditional Use Permit for Samuel L. Jones Hall Homeless Shelter
- B – Proposer Template – Samuel L. Jones Hall Homeless Shelter
- C – Proposer Template – Homeless Services Programs
- D – Community Homeless Assistance Program (CHAP) Grant Application
- E - City of Santa Rosa Form of Standard Grant Agreement for Homeless Services
- F – City of Santa Rosa Form of Standard Operating Agreement for Samuel L. Jones Hall Homeless Shelter
- G – Insurance Requirements to Grant Agreements (Attachment One)

ATTACHMENT A

CONDITIONAL USE PERMIT

RESOLUTION NO. 28577

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA MAKING FINDINGS AND DETERMINATIONS AND APPROVING A CONDITIONAL USE PERMIT FOR THE SAMUEL L. JONES HALL HOMELESS SHELTER EXPANSION - LOCATED AT 4020 FINLEY AVENUE - FILE NUMBER CUP14-065

WHEREAS, an application was filed with the Department of Community Development requesting the approval of a Conditional Use Permit for the Samuel L. Jones Hall Homeless Shelter expansion, to be located in the northeast corner of 4020 Finley Avenue, also identified as Sonoma County Assessor's Parcel Number(s) 035-141-013; and

WHEREAS, on November 4, 2014 the Council held a duly noticed public hearing on the application at which all those wishing to be heard were allowed to speak or present written comments and other materials; and

WHEREAS, the City Council has considered the application, the staff reports, oral and written, the General Plan and zoning on the subject property, the testimony, written comments, and other materials presented at the public hearing; and

WHEREAS, the project has been found consistent with the requirements of the California Environmental Quality Act and has been determined to qualify for a Class 1 Categorical Exemption under Section 15301, in that the project consists of an expansion of services within an existing structure of a parcel with no significant effects to traffic, noise, air quality, or water quality on a site adequately served by City services. Further, the project has been found to be consistent with the City of Santa Rosa General Plan 2035 EIR and land use provisions meeting the requirements of CEQA Guidelines Section 15183.

NOW, THEREFORE, BE IT RESOLVED, that after consideration of the reports, documents, testimony, and other materials presented, and pursuant to City Code Section 20-52.050 (Conditional Use Permit), the Council of the City of Santa Rosa finds and determines:

- A. The proposed homeless shelter use is allowed within the applicable zoning district in that transitional housing is permitted in all zoning districts subject to Conditional Use Permit approval and the proposed use complies with all other applicable provisions of the Zoning Code and the City Code; and
- B. The proposed use is consistent with the General Plan and any applicable specific plan in that the General Plan Housing Element encourages the distribution of homeless services throughout the City and this site was specifically identified as an appropriate location by the City of Santa Rosa General Plan; and

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- C. The design, location, size, and operating characteristics of the proposed activity, as conditioned, would be compatible with the existing and future land uses in the vicinity; and
- D. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints; and
- E. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

BE IT FURTHER RESOLVED that this Conditional Use Permit is subject to all applicable provisions of the Zoning Code, including Section 20-54.100 (Permit Revocation or Modification).

BE IT FURTHER RESOLVED that a Conditional Use Permit for the Samuel L. Jones Hall Homeless Shelter Expansion, to be located at 4020 Finely Avenue, is approved subject to all applicable provisions of the Zoning Code, and to each of the following conditions:

DEPARTMENT OF COMMUNITY DEVELOPMENT

GENERAL:

1. The Conditional Use Permit shall allow the expansion of the existing homeless shelter from 120-beds to 138-beds and to further allow the additional use of the facility as a winter shelter during the months of November through March with up to 50 beds, as described in the project description included in the application.
2. Compliance with the latest adopted ordinances, resolutions, policies, and fees adopted by the City Council at the time of building permit review and approval. All fees must be paid prior to issuance of a building permit.
3. All work and occupancy shall be (done) according to the final approved plans dated August 13, 2014.

EXPIRATION AND EXTENSION:

4. This Conditional Use Permit shall be valid for the duration of use. If the approved use has not commenced within two (2) years from date of approval, this approval shall automatically expire and shall be invalid unless an application for extension is filed prior to expiration.

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BUILDING DIVISION

5. The project is subject to the accessibility requirements in California Building Code Chapter 11A. A building permit is required for all interior and exterior changes or for any change of occupancy from one building code group to another.
6. Comply with all Federal, State and local codes, disabled access included.
7. A building permit is required for any on-site demolition, construction or change of occupancy.

PLANNING DIVISION:

8. Any future additions, expansions, remodeling, etc., will be subject to review and approval of the Planning Division.
9. Compliance with City Graffiti Abatement Program Standards for Graffiti Removal (City Code 10-17.080).
10. All outdoor storage of materials or refuse bins/cans shall be maintained within a completely screened structure or out of site location.
11. PARKING LOT AREA:
 - A. No more than one vehicle per adult resident shall be allowed onsite. Sufficient parking shall be provided on a flexible basis to accommodate all on site uses including residents, staff, law enforcement, and emergency vehicles. Non-operational and unregistered vehicles shall not be kept on site.
 - B. The parking lot shall be striped according to City standards and all handicapped and compact spaces shall be identified and marked accordingly.
 - C. Bicycle parking shall be provided in accordance with Zoning Code requirements. The location and number of spaces shall be shown on the site plan submitted for issuance of a building permit.

NATURAL RESOURCES:

12. All mitigation requirements placed on the original conditional use permit approval are still valid and must be maintained as a part of this decision. These include, but are not limited to:

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- A. Any permanent night lighting necessary for site safety and building access at Samuel L. Jones Hall shall be down-directed and shielded to reduce glare to adjacent homes; and
 - B. To prevent California Tiger Salamanders from migrating from the adjacent protected habitat area to either parking lot, a barrier will be incorporated into the fence separating the protected habitat area from the developed portion of the property. In addition, a barrier will be placed along the northern and western boundary of the protected habitat area, to prevent salamanders from entering Finley Avenue and South Wright Road from the protected habitat area. Ideally, both barriers will allow entry into the protected habitat area, but not let salamanders re-enter parking lots or the roadway. Migration between the protected area and areas to the south and southwest will not be impeded. Barrier fencing construction and final placement will be as recommended by the U.S. Fish and Wildlife Service.
- 13. Mitigation requirement. The City's approval or permit is valid only if the applicant, its successors, heirs, assigns or transferees, comply with the terms, conditions and mitigations set forth in any clearance, permit, or approval.
 - 14. Power to stop work if violation occurs. Nothing in this approval shall prevent the City of Santa Rosa from exercising its power to stop work in instances where a violation of state or federal law is brought to the City's attention.
 - 15. No building or grading permit of any type shall be issued by the City until a required federal or state, as applicable, clearance or authorization, with or without conditions, has been filed with the City.

FIRE DEPARTMENT

- 16. Aisles and exiting requirements shall be maintained per current Building and Fire Codes.
- 17. An approved UL rated fire extinguisher shall be provided for each 3,000 square feet or fraction thereof.
- 18. Comply with Group R-1 occupancy requirements of the CA Fire Code (CCR Title 24, Part 9), California Building Code (CCR Title 24, Part 2) and CCR Title 19 Public Safety.
- 19. Verify (or provide) the Dormitory, hallway and corridors of the egress system for the Dormitory are equipped with automatic smoke detection connected to the fire alarm panel.
- 20. Provide audible and visual fire alarm notification (horns/strobes) in the Dormitory including "visible alarms" per CA Fire Code 907.5.2.3.3.

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21. Verify (or modify to provide) “quick response” residential fire sprinkler heads in the Dormitory.
22. Provide Fire Safety & Evacuation Plan per CA Fire Code Section 404.
23. Deferred construction permits include fire alarm modification and fire sprinkler modification. Annual operation permit (residential) at Fire will need to be increased to accommodate the additional occupants.

POLICE DEPARTMENT

24. Office space shall be provided to accommodate up to six police department employees.
25. The Police Department may use the assembly room/gymnasium, as coordinated with the shelter operator for meetings and/or training.

SHELTER PROGRAMS

26. A maximum of 138 people may be housed as part of normal shelter operations.
27. Shelter occupancy may be increased by 50 additional beds between the months of November and March to address cold weather situations.
28. Individuals accessing the cold weather shelter beds must adhere to the shelter intake protocols, including off-site shelter registration and shuttling to the winter shelter.
29. Shower and restroom facilities must be provided to all permanent and winter shelter residents on a daily basis. Provision of these facilities may be accommodated through off-site or portable facilities, operational or programmatic measures or other means identified and established by the operator. Shelter staff is required to facilitate access to restroom and shower facilities through staggered schedules, program agendas or other operational criteria that ensures equal access to personal hygiene facilities for all residents.
30. The permanent shelter may be operated 365 days a year, up to 24 hours a day. The Winter Shelter may only operate from 6 p.m. to 8 a.m., during the months of November thru March.
31. The operator shall provide adequate staff coverage, including security and management staff, to ensure the safety of the shelter residents and the well-being of the neighborhood. Coverage refers to paid operator staff. Volunteers can supplement, but not replace, paid agency staff.
32. The shelter may serve single adults and families with minors.
33. Maximum length of stay is limited to 180-days.

ATTACHMENT A

34. Use of illicit drugs and all alcohol is strictly prohibited on-site.
35. Smoking is prohibited in the building and must be confined to a designated outdoor smoking area. Shelter operator shall ensure that residents comply with the City's smoking ordinance as may be amended from time to time.
36. The operator shall ensure strict adherence to noise codes between the hours of 10 pm to 7 am.
37. The facility shall be clean and well maintained at all times. Residents, under supervision, may perform light maintenance and housekeeping. All facility upkeep shall be performed by qualified personnel and in strict accordance with governing codes.
38. The operator will conduct daily rounds of the surrounding neighborhood for removal of litter, debris and any personal items left by shelter residents.
39. An advisory panel must be maintained for the duration of the use. The advisory panel shall include, at a minimum, shelter operation staff, resident representatives, a police department representative, neighborhood representatives, and a City Department of Economic Development and Housing staff person. This panel shall meet regularly to review operations, provide advice to the operator regarding these operations, and to provide opportunities for the community and the neighborhood to constructively participate in establishing and improving operations.
40. Individual shelter residents must be 18 years of age or older or legally emancipated by the courts. A parent or a legal guardian must accompany all minors. The shelter operator, in cooperation with the Police Department and with input from the advisory panel, shall develop rules of conduct and standards for admission to the shelter prior to commencement of operation. Shelter residents must agree to comply with rules and procedures.
41. Shelter residents must be pre-registered and in good standing with the recognized service provider prior to reside in the shelter.
42. Health and safety of the shelter residents and surrounding neighborhood are primary concerns. Threatening or abusive behavior will not be tolerated in the shelter. Police shall be notified if individuals on shelter property or near the shelter exhibit threatening or endangering behaviors. The operator shall develop, in concert with the advisory panel, the plan and protocols to follow for responding to those not able to live within the shelter's rules or who are otherwise ill-suited for the program.
43. Recognizing that the incidence of serious mental illness, chemical dependence, and other social and public health problems run high in homeless populations, the operator will establish formal linkages with existing service agencies to connect those services to shelter residents.

ATTACHMENT A

44. The evening curfew shall be no later than 10 pm. Exceptions to the stated curfew will be granted by operator to accommodate individuals who work swing or late shifts or for other, similar and compelling reasons.
45. The shelter operator shall be responsible for facility surveillance, screening of all incoming residents for weapons, and assisting in enforcing facility rules as requested by the shelter operation staff.
46. The operator will promptly bring law enforcement matters to the attention of the Santa Rosa Police Department. Communication protocols between the operator and the Police Department shall be worked out and maintained to the satisfaction of the advisory panel and the City of Santa Rosa staff. Santa Rosa Police Department will incorporate increased law enforcement patrol and walk-throughs of the shelter and its immediate surroundings to the extent possible.
47. The operator will be pro-active in communicating with the greater community, especially the immediately surrounding neighborhood and will provide all interested parties with clear instruction and information about contacting the operator with complaints, questions, or concerns regarding shelter operations.
48. The operator shall ensure facility rules are followed. Hourly walk-throughs to insure no emergency situations go untreated shall be done by operator staff.
49. The shelter operator shall maintain adequate facilities for storage of residents' personal belongings. Storage of bicycles and other items that are kept outside shall be placed out of public view. The shelter operator and City staff shall develop rules governing storage of personal property.
50. No open fires or outdoor cooking by shelter residents is allowed.
51. The shelter operator shall patrol in the vicinity of the shelter as needed to ensure that individuals are not loitering in the neighborhood.
52. The shelter operator shall meet with City staff on a regular basis to discuss facility operations. Modifications of operational rules to address problems with the facility shall be at the discretion of City staff.
53. Landline phone service must be maintained by the shelter operator and be used for shelter staff only. An additional emergency phone must be available to sleeping area.
54. The shelter operator must ensure facility grounds are adequately maintained and free of trash and debris.
55. The shelter operator shall be responsible for the towing of unauthorized or abandoned vehicles on the shelter property.

ATTACHMENT A

56. The contract language with the shelter operator shall provide for revocation terms for non-performance or failure to adhere to conditional use provisions.

57. No pets shall be kept on shelter property.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Santa Rosa finds and determines this entitlement to use would not be granted but for the applicability and validity of each and every one of the above conditions and that if any one or more of the above said conditions are invalid, this entitlement to use would not have been granted without requiring other valid conditions for achieving the purposes and intent of such approval.

IN COUNCIL DULY PASSED this 4th day of November, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: _____

APPROVED: _____

City Clerk

Mayor

APPROVED AS TO FORM:

City Attorney

**ATTACHMENT B: PROPOSER TEMPLATE
SAMUEL L. JONES HALL HOMELESS SHELTER**

1. Proposer Information

Program	Samuel L. Jones Hall Homeless Shelter		
Agency Name			
Agency Mission			
Federal ID#		Non-profit organization must have achieved or expect to achieve IRS Section 501(c)(3) tax-exempt non-profit status and California Revenue and Taxation Code tax-exempt non-profit status before entering into any future contract with the City.	
Address			
Contact Name			
Contact Phone		Contact Email	
Timeline	<input type="checkbox"/> Capacity to implement Program by July 2022		

2. Organizational Capability and Experience

2.1 Describe agency’s experience, organizational capability, and infrastructure to deliver the services, as described in this RFP.

2.2 Describe the agency’s experience working with Government entities. Please include the available capacity to provide responsive services to the City and partner agencies – County of Sonoma, Continuum of Care (CoC), State of California and federal agencies.

2.3 Describe the agency’s experience working with the served population and diverse individuals. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery. Please include the agency’s process for collecting participant feedback and how this informs best practices.

**ATTACHMENT B: PROPOSER TEMPLATE
SAMUEL L. JONES HALL HOMELESS SHELTER**

2.4 Describe the agency’s experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, and Peer Support into service delivery that describes how it is qualified to provide the services. Please include agency’s implementation of these principles, for example, how you accept new participants, exit participants, ensure there are no preconditions to program entry, and reduce barriers.

3. Description of Services

<p>Program Delivery <i>Mark all that apply</i></p>	<p><input type="checkbox"/> Direct or subcontracted Site/Program Management (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> Direct or subcontracted Case Management Services (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> Direct or subcontracted Janitorial (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> Direct or subcontracted Security (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> Direct or subcontracted Meals (if subcontracted list all potential subcontractor names)</p>
---	---

<p>Program Structure <i>Mark all that apply.</i></p> <p>Please submit any relevant materials as a reference for this RFP, demonstrating ability to draft program procedures.</p>	<p><input type="checkbox"/> Program Rules and Regulations (<i>including code of conduct, good neighbor, pet policies, client feedback, community engagement, grievance procedure, etc.,</i>).</p> <p><input type="checkbox"/> COVID-19 Protocols and Procedures</p> <p><input type="checkbox"/> Evacuation Plan (<i>ability to coordinate with City staff in the event of an evacuation</i>)</p> <p><input type="checkbox"/> Language Services</p> <p><input type="checkbox"/> Compliance with Conditional Use Permit Requirements (<i>see Attachment A</i>)</p> <p><input type="checkbox"/> Reporting Requirements (<i>Including experience with the Homeless Management Information System (HMIS), Coordinated Entry (CE) and City or partner agencies – County, CoC, State and Federal</i>).</p>
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**ATTACHMENT B: PROPOSER TEMPLATE
SAMUEL L. JONES HALL HOMELESS SHELTER**

- 3.1 Describe the agency’s plan to provide the services as described in the RFP. Make note of any challenges and barriers that may arise; and how the agency plans to mitigate such issues that demonstrates it is qualified to provide the services. *Please include experience providing/coordinating behavioral health, alcohol/substance use, economic health, and independent living services. Please include experience related to addressing concerns/complaints from clients/community members, including approach and resolution.*
- 3.2 Describe agency’s proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services. *Please include a detailed description of Case Management roles as they meet the requirements as described in this RFP. See sample Staffing Model.*
- 3.3 Complete the Operating Budget below. This is a sample budget. Proposers may make edits so long as the budget is complete and responsive. The budget should identify all sources – City, County, CoC, State, and Federal. Any subcontracted services should be identified in the budget. Additionally, the City is open to supporting an expansion of services and considering innovative approaches subject to the availability of funds. These services and approaches should be identified separately in the proposal and itemized in the budget.

Samuel L. Jones Hall Homeless Shelter Operating Budget	
Salaries¹	\$
Benefits	\$
Utilities	\$
Telecommunications	\$
Supplies	\$
Storage	\$
Insurance	\$
Janitorial	\$
Security	\$
Meals/Food	
Miscellaneous Expenses	
Indirect Costs %	\$
Contingency %	\$

¹ Salaries and Benefits should include a breakdown between operational staff and housing support staff (locator, navigator, stabilization case manager).

**ATTACHMENT B: PROPOSER TEMPLATE
SAMUEL L. JONES HALL HOMELESS SHELTER**

Total	\$
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3.4 **Submit a comprehensive budget narrative.** *Including how the Agency plans for the use of miscellaneous and indirect funds.*

3.5 **Submit agency's most recent audited financial statement or, if you do not conduct an audit, your most recent year-end financial report.**

Certifications

The proposal shall be signed by an individual authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and not given consideration.

I understand that the City reserves the right to modify agreement requirements at the time of funding and/or during the agreement negotiations; that an agreement may be negotiated for a portion of the amount requested and/or with multiple proposers; that funding sources are subject to change; and that there is no agreement until a written grant/contract has been signed by both parties and approved by all applicable City agencies.

Signature of authorized representative:

Name: _____

Title: _____

Signature: _____

Date: _____

**ATTACHMENT B: PROPOSER TEMPLATE
SAMUEL L. JONES HALL HOMELESS SHELTER**

This is a **SAMPLE** of the staffing positions and ratios for the Samuel L. Jones Hall Homeless Shelter (SJH). The City is seeking an operator with the capacity and capability to adequately staff SJH to meet the needs of participants and deliver the services as outlined in the RFP.

Samuel L. Jones Hall Homeless Shelter						
Position	Responsibilities	Bilingual	Staffing to Client Ratio ²	Minimum Staff ³	Period ⁴	Notes
Site Monitor (or Peer Support Staff)						
Site Manager						
Janitorial						
Security						
Housing Locator						
Housing Navigation						
Housing Stability	<ul style="list-style-type: none"> • Assessment of housing barriers and strengths • Goal setting and action planning (i.e., community-based referrals) • Supporting long-term housing stability (i.e., following terms of the lease) • Monitoring progress and follow-up 	Yes	1:15	10	Shift	
Residential Counselor						
Other						

² Ideal staff to client ratio

³ Minimum to meet RFP requirements

⁴ For example – daytime, overnight/swing, weekends

**ATTACHMENT C: PROPOSER TEMPLATE
HOMELESS SERVICES PROGRAM**

1. Proposer Information

Program	Homeless Services		
Agency Name			
Agency Mission			
Federal ID#		Non-profit organization must have achieved or expect to achieve IRS Section 501(c)(3) tax-exempt non-profit status and California Revenue and Taxation Code tax-exempt non-profit status before entering into any future contract with the City.	
Address			
Contact Name			
Contact Phone		Contact Email	
Timeline	<input type="checkbox"/> Capacity to implement Program by July 2022		
Program Type	<input type="checkbox"/> Day Services <input type="checkbox"/> Street Outreach and Engagement <input type="checkbox"/> Emergency Shelter (other than the Samuel L. Jones Hall Homeless Shelter) <input type="checkbox"/> Housing Support		

2. Organizational Capability and Experience

2.1 Describe agency's experience, organizational capability, and infrastructure to deliver the services, as described in this RFP.

2.2 Describe the agency's experience working with Government entities. Please include the available capacity to provide responsive services to the City and partner agencies – County of Sonoma, Continuum of Care (CoC), State of California and federal agencies.

**ATTACHMENT C: PROPOSER TEMPLATE
HOMELESS SERVICES PROGRAM**

2.3 Describe the agency’s experience working with the served population and diverse individuals. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery. *Please include the agency’s process for collecting participant feedback and how this informs best practices.*

2.4 Describe the agency’s experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, and Peer Support into service delivery that describes how it is qualified to provide the services. *Please include agency’s implementation of these principles, for example, how you accept new participants, exit participants, ensure there are no preconditions to program entry, and reduce barriers.*

3. Description of Services

<p>Program Delivery <i>Mark all that apply</i></p>	<p><input type="checkbox"/> Direct or subcontracted Site/Program Management (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> Direct or subcontracted Case Management Services (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> Direct or subcontracted Outreach Services (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> Direct or subcontracted Housing Support Services (if subcontracted list all potential subcontractor names)</p> <p><input type="checkbox"/> Direct or subcontracted other Program Delivery Services – Security, Janitorial, Meals, Transportation, etc. (Describe type of service; if subcontracted list all potential subcontractor names)</p>
---	--

<p>Program Structure <i>Mark all that apply.</i></p> <p>Please submit any relevant materials as a reference for</p>	<p><input type="checkbox"/> Program Rules and Regulations (<i>including code of conduct, good neighbor, pet policies, client feedback, community engagement, grievance procedure, etc.,</i>).</p> <p><input type="checkbox"/> COVID-19 Protocols and Procedures</p> <p><input type="checkbox"/> Evacuation Plan (<i>ability to coordinate with City staff in the event of an evacuation</i>)</p>
--	---

**ATTACHMENT C: PROPOSER TEMPLATE
HOMELESS SERVICES PROGRAM**

<p>this RFP, demonstrating ability to draft program procedures.</p>	<p><input type="checkbox"/> Language Services</p> <p><input type="checkbox"/> Reporting Requirements <i>(Including experience with the Homeless Management Information System (HMIS), Coordinated Entry (CE) and City or partner agencies – County, CoC, State and Federal).</i></p>
---	--

3.1 Describe the agency’s plan to provide the services as described in the RFP. Make note of any challenges and barriers that may arise; and how the agency plans to mitigate such issues that demonstrates it is qualified to provide the services. Please include experience providing/coordinating behavioral health, alcohol/substance use, economic health, and independent living services. Please include experience related to addressing concerns/complaints from clients/community members, including approach and resolution.

3.2 Describe agency’s proposed staffing structure, including brief job descriptions, qualifications, and training that demonstrates it is qualified to provide the services. Please include a detailed description of Case Management roles as they meet the requirements as described in this RFP.

3.3 Complete the Operating Budget below. This is a sample budget. Proposers may make edits so long as the budget is complete and responsive. The budget should identify all sources – City, County, CoC, State, and Federal. Any subcontracted services should be identified in the budget. Additionally, the City is open to supporting an expansion of services and considering innovative approaches subject to the availability of funds. These services and approaches should be identified separately in the proposal and itemized in the budget.

Homeless Services Operating Budget	
Salaries¹	\$
Benefits	
Utilities	\$
Telecommunications	\$
Supplies	\$

¹ Salaries and Benefits should include a breakdown between operational staff and housing support staff (locator, navigator, stabilization case manager).

**ATTACHMENT C: PROPOSER TEMPLATE
HOMELESS SERVICES PROGRAM**

Insurance	\$
Other Operational²	\$
Meals/Food	\$
Miscellaneous Expenses	\$
Indirect Costs %	\$
Contingency %	\$
Total	\$

3.4 **Submit a comprehensive budget narrative.** *Including how the Agency plans for the use of miscellaneous and indirect funds.*

3.5 **Submit agency's most recent audited financial statement or, if you do not conduct an audit, your most recent year-end financial report.**

Certifications

The proposal shall be signed by an individual authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and not given consideration.

I understand that the City reserves the right to modify agreement requirements at the time of funding and/or during the agreement negotiations; that an agreement may be negotiated for a portion of the amount requested and/or with multiple proposers; that funding sources are subject to change; and that there is no agreement until a written grant/contract has been signed by both parties and approved by all applicable City agencies.

Signature of authorized representative:

Name: _____

Title: _____

Signature: _____

Date: _____

² Janitorial, security, transportation, storage, etc.,



Community Homeless Assistance Program (CHAP) Grant Application and Agreement

The City of Santa Rosa is seeking applications from eligible property owners wishing to participate in the Community Homeless Assistance Program (CHAP) to provide services such as safe parking or the placement and maintenance of portable toilets at their eligible sites. Grant funding is available for program-related expenses such as rental fees for portable toilets and handwashing stations, fencing and/or screening for privacy purposes, or fees for garbage service, for example. All grant requests must support activities that are inclusive, accessible, free of charge to participants, and focus on broad community support. There is no maximum grant amount, however CHAP grant funding must be matched by funds or in-kind contributions or services. Grants will be awarded on a one-time basis and are not intended to support on-going program operations. CHAP is a reimbursement grant program, meaning expenses will be incurred by the grantee who will submit an invoice to the City. The City Manager's Office will review all applications to confirm that all criteria are met and approve or deny grants. By submitting a CHAP grant application, applicants agree to all terms and conditions set forth in the CHAP Guidelines which are available on the City's website at: srcity.org/programs and to the Program Standards in this Agreement.

PROGRAM STANDARDS

Eligible Applicants

Grants are available for activities that meet the requirements outlined in the CHAP Guidelines which are available on the City's website at: srcity.org/programs.

Properties that meet the City's Zoning Code definition for "meeting facility" such as clubs, lodges, private meeting halls, community centers, religious facilities, civic and private auditoriums, grange halls, and union halls are likely to be equipped to provide these types of services due to their existing use as a public assembly venues. Commercial properties are also eligible for consideration.

Eligible Activities

Grants are available for programs that meet the requirements outlined in the CHAP Guidelines which are available on the City's website at: srcity.org/programs.

Eligible activities include safe parking, safe camping, provision of temporary indoor overnight shelter, the placement and maintenance of portable toilets and access to existing bathroom facilities, and storage for personal belongings.

Eligible Expenses

Eligible grant expenses include program-related expenses such as rental fees for portable toilets and handwashing stations, fencing and/or screening for privacy purposes, or fees for garbage service, for example.

Expenses that are ineligible (not reimbursable) include:

- Costs incurred prior to grant award;

ATTACHMENT D: CHAP GRANT APPLICATION

- Ongoing operational costs, or overhead business expenses like rent, mortgage payments, property taxes, utilities, or office supplies;
- Ongoing maintenance, upkeep, landscaping and repairs;
- Fundraising;
- Staff salaries and benefits;
- Membership dues;
- New business seed money;
- Individual training or education; and
- Travel

Matching Funds

CHAP funds must be matched by funds from other sources that meet or exceed the grant request. These may be actual funds or in-kind contributions. All programs **MUST** demonstrate a 1:1 match. For example, a program requesting a \$500 grant must have a minimum of \$500 in matching funds, for a total program budget of \$1,000.

Cash, labor, materials or equipment (or any combination) qualify as matching funds. Materials should be valued at market rate, equipment should be based on actual rental rates, and volunteer labor should be valued at \$22.14 per hour per person.

Religious Activity Prohibited

Applicant agrees that the grant funds will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

ATTACHMENT D: CHAP GRANT APPLICATION

GRANT EVALUATION CRITERIA

- Programs must meet CHAP Guidelines; align with the City's Housing First Strategy, including coordination with the Homeless Outreach Services Team (HOST); and comply with the Program Standards in this Application. By answering the questions in the Application, applicants should demonstrate how their program will comply with the specific guidelines for the service they intend to provide, how it aligns with the Housing First Strategy, and how it will coordinate with HOST.
 - The CHAP Guidelines, Housing First Strategy, and information regarding HOST are available on the City's website at: srcity.org/homeless and the Program Standards are available on pages 1 and 2 of this document.
- Volunteers and community partners are a significant component of this process. Applications should reference the partnering organizations, individuals, and associations who are involved in their programs.
- Eligible property owners are required to be proactive in communicating with the greater community prior to initiating services. Applications should outline a community engagement plan.
- The budget should be well thought out, reasonable, and realistic. Applicants are encouraged to explore other supplemental funding sources to show diverse support for their programs.
- Applicants must provide a program description including an estimate of how many people will benefit, goals and objectives, and plan to achieve these goals and objectives.
- Programs should reflect environmental consciousness regarding materials, energy, and conservation.
- Programs must be broadly accessible. This means creating opportunities for people of all abilities and thinking expansively about how to be widely inclusive, welcoming, and collaborative. All activities funded by the CHAP grant program must meet these requirements.
- **Applications must include all information listed in the Application Packet Checklist.**

ATTACHMENT D: CHAP GRANT APPLICATION

APPLICATION AND AGREEMENT PROCESS

Grant applications may be submitted until grant funding has been exhausted. Applications must be submitted via email to Marita Wallace, Program Specialist, City Manager's Office at the following email address: mwallace@srcity.org.

By submitting a CHAP grant application, applicants agree to all terms and conditions set forth in the CHAP Guidelines which are available on the City's website at: srcity.org/programs; and to the Program Standards in this Agreement.

Staff will review applications for compliance with CHAP Guidelines which are available on the City's website at: srcity.org/programs and Program Standards in this Agreement.

Applicants will be notified in writing of their grant status as soon as practicable after the applications have been reviewed.

APPLICATION AND AGREEMENT PACKET CHECKLIST

Your application must contain all of the following to be considered:

- 1. Signed Application Form (1 page) (see attached)**
- 2. Detailed Program Budget and Matching Funds (1 page) (see attached)**
- 3. Response to Questions (maximum of 3 pages) (see attached)**
- 4. Written Permission from Property Owner or Authorized Manager**
 - Please submit documentation demonstrating the approval or endorsement for the program activity from the property owner, including information on both the length and scope of use. This may be an authorization letter from the property owner, a license agreement, or a lease.
- 5. Permits**
 - Does your activity require City permits, approvals, or involvement? Please identify the permits that are needed, or explain why permits and approvals are not needed.
 - It is the applicant's responsibility to obtain all necessary permits and approvals for activities. An application may be denied for failure to adequately research or secure necessary City approvals. Permits may include Building, or Special Event, for example. Permit approval may require environmental review and determination pursuant to the California Environmental Quality Act (CEQA).

ATTACHMENT D: CHAP GRANT APPLICATION

THE FINE PRINT

CHAP grant funding is solely a monetary contribution and not a co-sponsorship by the City of Santa Rosa of any program or activity for which funding is used unless specifically agreed to in writing by the City. Award of CHAP grant funding shall not eliminate the need for any applicant to comply with any applicable regulations or permit requirements for the activity being funded. Grant award is not an authorization to use City Property.

This is a reimbursement grant program; any expenses incurred before grant award are not eligible for reimbursement. Appropriate documentation will be required for reimbursement this may include receipts, volunteer sign-in sheets, invoices, or other documents.

Each applicant who receives CHAP grant funding will be required to submit a report upon completion of its program or after one year of operation showing completion of or progress toward the program's goals.

Applicant agrees that the grant will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

By submitting a CHAP grant application, applicants agree to all terms and conditions set forth in the CHAP Guidelines which are available on the City's website at: srcity.org/programs; and to the Program Standards in this Agreement.

Please submit questions to Marita Wallace at mwallace@srcity.org or 707-889-4314.

Completed applications should be emailed to Marita Wallace, Program Specialist, City Manager's Office at the following email address: mwallace@srcity.org.



**Community Homeless Assistance Program (CHAP)
Grant Application and Agreement**

Activity Name:	Requested Grant Amount: \$ _____	
Activity Physical Address:	Other Funding Sources: \$ _____	
	TOTAL Activity Cost: \$ _____	
Nearest cross street:	Group or organization:	
How did you hear about the CHAP grant?	Brief description of activity:	
Property Owner (see page 3 for all requirements):		
_____	_____	
Name	Title	
Contact Person responsible for Grant Application		
_____	_____	_____
Name	Email	Phone
_____	_____	_____
Address	City	Zip

GRANT SCOPE: This Application Packet describes the intended use of the requested Grant funds to complete the activity identified above and the elements listed in the activity budget. I declare under penalty of perjury, under the laws of the State of California, that the information contained in this Application Packet, including required attachments, is accurate. By submitting this application, I agree to all terms and conditions set forth in the CHAP Guidelines and to the Program Standards in this Agreement.

Print Name _____ Signature _____

Title _____ Date _____

OFFICE USE ONLY

Application is: APPROVED _____ DENIED _____

NOTES:

Name Date



**Community Homeless Assistance Program (CHAP)
Activity Budget and Matching Funds**

****SAMPLE ACTIVITY – Placement & Maintenance of Portable Toilets****

Cost Estimate: List all features, amenities and plans

Cost Estimate		Requested Funds	Match
Salaries/Wages (In-kind only)			
		N/A	\$
Contracted Services			
		\$	\$
Materials/Supplies			
		\$	\$
Rentals			
	1 accessible restroom & handwash station, 3x week service - \$600/month @ 6 months = \$3600	\$1800	\$1800
Other			
Total Requested Grant Amount		A. \$1800	
Total Matching Funds			B. \$1800
Total Activity Cost (A+B)		\$3,600	

Funding Sources:

Funding Source	Date Committed	Amount
Donor Letter Attached	11/30/16	\$600
Donor Letter Attached	12/5/16	\$800
Donor Letter Attached	12/17/16	\$400
Total		\$1800



**Community Homeless Assistance Program (CHAP)
Activity Budget and Matching Funds**

Cost Estimate: List all features, amenities, supplies and plans (Add or delete rows as needed)

Cost Estimate		Requested Funds	Match
Salaries/Wages (In-kind only)			
		N/A	\$
Contracted Services			
Materials/Supplies			
Rentals			
Other			
Total Requested Grant Amount		A.	
Total Matching Funds			B.
Total Activity Cost (A+B)		\$	

Funding Sources:

Funding Sources	Date Committed	Amount
	Total	



Community Homeless Assistance Program (CHAP) Questions

Please answer the following questions as they apply to your proposed program activity. **Responses are limited to three double-sided pages. Please include page numbers on all pages.**

The CHAP Guidelines, Housing First Strategy, and information regarding HOST are available on the City's website at: srcity.org/programs.

1. Describe how your program activity complies with the CHAP Guidelines for the specific service you intend to provide.
2. How will you coordinate your program activity with the Homeless Outreach Services Team?
3. How does your program activity align with the City's Housing First Strategy?
4. List the partnering organizations, individuals, and associations who are involved in the program activity and briefly describe how they are involved.
5. Describe your community engagement plan as outlined in the CHAP Guidelines.
6. Describe your program activity's objectives and goals your plan to meet these goals.
7. Estimate how many people will benefit from this program activity and describe who will benefit and how.
8. What is your program activity's timeline? If it is an existing program, note when it began and the anticipated end date. If it has not yet begun, note the anticipated start and end dates.
9. Activity Budget: This is a one-time grant, not ongoing funding for operations. Please explain how the requested CHAP funds will be used, how the cost estimate was determined and the commitment of matching funds. (This section is supplemental information to the Cost Estimate Form.)

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

GRANT AGREEMENT FOR HOMELESS SERVICES

This Grant Agreement for Homeless Services (Agreement) is made this _____ day of _____, 2022 by and between the **CITY OF SANTA ROSA** (City) and **[CONTRACTOR]**, a California non-profit corporation (Contractor).

RECITALS

- A. The Council of the City of Santa Rosa (Council) has determined that the Homeless Services Program (Program) benefits the residents of the City of Santa Rosa and the Council desires that Contractor operate the Program.
- B. **[Program description]**
- C. The parties have negotiated upon the terms pursuant to which Contractor will operate the Program and City will fund the Program and have herein reduced such terms to writing.

AGREEMENT

1. SCOPE OF SERVICES

Contractor shall, in a manner satisfactory to City, administer and conduct the Program described in **Exhibit A** ("Scope of Services").

2. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2022 and end on June 30, 2023.

3. PROGRAM FUNDING

- A. Notwithstanding any other provision of this Agreement, Program funding from City to Contractor shall not exceed **[AMOUNT]** no/100 dollars (**\$AMOUNT**) for the period of July 1, 2022 through June 30, 2023. The City's Chief Financial Officer is authorized to pay all proper claims from Fund **[#]** and Key **[#]**. Subject to the appropriation of additional funding by the Council and Contractor's performance, City and Contractor may amend this Agreement to fund the Program for subsequent years.
- B. Payments by City to Contractor shall be made monthly in arrears based on the Budget in **Exhibit B** and upon the proper documentation of expenditures. On or before the fifteenth day of each month, Contractor shall submit an invoice to City for the prior month. The Director of Housing and Community Services (Director) will review each invoice and may deny reimbursement where: 1) an expenditure is questionable or improperly documented; or 2) where Contractor has not provided Program services. Invoices submitted after 30 days shall include acceptable written

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

justification for the delay.

- C. In the event that the Director determines that Contractor is not fully providing the Program services identified in **Exhibit A**, he shall have the right to reduce the grant award, unless the failure to provide services is beyond Contractor's control. The exercise by the Director of City's rights under this provision shall not be construed as a waiver by City of any other right or remedy.

4. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, **Attachment One**, "Insurance Requirements" which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in **Attachment One** is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City's agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City pursuant to Section 10 below, retains or utilizes any subcontractors in the provision of any services under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements in **Attachment One**.

5. INDEMNITY/LIABILITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, volunteers or agents, in said performance of services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City. If there is a possible obligation to indemnify, Contractor's duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.

6. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Contractor is not to be considered an agent or employee of City and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by City for its employees.

7. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party with respect to all promises and agreements contained herein.

8. FINANCIAL REQUIREMENTS/AUDITS/REPORTING

- A. Contractor shall be accountable to City for all City funds requested by and disbursed to Contractor or its subcontractors under this Agreement.
- B. Contractor shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles (GAAP), procedures, and regulations as deemed necessary by City. Such records shall be maintained by qualified personnel and completed in a timely manner.
- C. Contractor shall, at all times during normal business hours and as often as may deem necessary, make available to their representatives for examination City, all or subcontractor's records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement.
- D. Contractor shall permit and facilitate observation and inspection of Program services and records at Contractor's principal office and work site by City, its employees, auditors, representatives, and public authorities during reasonable business hours.
- E. Contractor shall either establish a separate bank account for all funding received from City under this Agreement or practice full fund accounting. Contractor shall not commingle the funds provided under this Agreement with any other funds, revenue or monies.
- F. Contractor shall maintain all records related to the performance of this Agreement during the term of this Agreement and for a period of five (5) years after completion of all services hereunder.
- G. Authorized representatives of City may perform fiscal monitoring of Contractor's record keeping and reporting to assure compliance with this Agreement.
- H. Prior to the commencement of the Program, Contractor shall enter into written

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

agreements with all subcontractors performing Program services under this Agreement and shall include therein the terms in subsections B through G of this Section 8. Contractor shall submit all such subcontracts to City for its review and approval prior to the commencement of the Program.

9. BUDGET

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total grant award under Section 3.

10. SUBCONTRACTS

- A. Any subcontract funded under this Agreement shall be submitted to the Director for review and approval prior to its execution.
- B. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

11. CONFLICT OF INTEREST

- A. Section 42 of the City Charter and the City's Conflict of Interest Code expressly apply to this Agreement. Contractor shall be responsible for ensuring compliance with this provision.
- B. Contractor shall inform Director of staffing changes at the executive/management level and changes in the membership of its Board of Directors within 30 days of such changes.

12. PUBLICITY

During the term of this Agreement and for one year thereafter, Contractor shall acknowledge City's contribution to the Program in all publicity regarding the Program, including but not limited to, website and social media, flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles. The words "City of Santa Rosa" shall be explicitly stated in any and all pieces of publicity, with respect to the Program.

Upon request, City staff shall assist Contractor in generating publicity for the Program. Contractor agrees to cooperate with City staff in any City-generated publicity or promotional activities related to the Program.

13. RELIGIOUS ACTIVITY PROHIBITED

Contractor agrees that the Grant Amount will not be used for religious activities, to promote religious interests, or for the benefit of a religious organization.

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

14. NONSOLICITATION CLAUSE

Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability or, at its discretion, reduce the grant award under this Agreement, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

15. FIXED ASSETS

For purposes of this Agreement, a fixed asset is any physical item, excluding real property, having a cost in excess of \$300.00 and a usable life of three years or more.

Contractor's annual report to City shall include invoices and receipts of payment for all fixed assets purchased. If at any time Contractor discontinues the Program, at any time during or after the Agreement period, all fixed assets purchased or acquired by Contractor having a cost in excess of \$300.00 and a usable life of one year or more revert back to City.

16. PUBLICATION RIGHTS COPYRIGHTS AND DATA OWNERSHIP

- A. The copyright to any reports, papers, forms, or other materials or documents that are created in connection with the services performed under this Agreement shall vest in City unless otherwise authorized in writing by City.
- B. All reports, documents, forms, photographs, maps, data and any other materials developed, collected or prepared by Contractor pursuant to this Agreement shall be the exclusive property of City unless written waiver is executed by City.
- C. Publication rights to any documents or materials produced are to be reserved by City.
- D. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the Program with small technical groups or lectures to employees or students. Lectures to other groups which describe the Program but disclose neither data nor results are permissible without advance approval.
- E. City reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work developed pursuant to this Agreement, for governmental purposes.

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

17. PROGRAM MONITORING AND EVALUATION

A. Purpose

Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the effective and efficient achievement of Program objectives.

Contractor shall appoint a representative to be available to City for consultation and assistance during the performance of this Agreement.

Each year this Agreement is in effect, Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and shall make written quarterly reports to City utilizing the Quarterly Status Report form in **Exhibit D**. The quarterly reports shall be submitted to City by October 10, January 10, April 10, and July 10, as more fully set forth in **Exhibit D**. The quarterly reports shall be compiled into an annual cumulative report and submitted to City by Contractor at the end of each fiscal year, no later than July 31st.

B. Responsibilities of City

City shall monitor and evaluate the Program.

C. Responsibilities of Contractor

Contractor shall submit quarterly reports, substantiating that the Program is operating in compliance with all the requirements of this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by City, Contractor may be required to reimburse the City for funds that were expended on ineligible activities.

D. Homeless Management Information System

Contractor must be in good standing in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by Contractor into the Homeless Management Information System (HMIS), as defined by HUD, as a condition of funding under this Agreement. HMIS requirements are further described in **Exhibit C**.

18. FAIR HOUSING AND EQUAL OPPORTUNITY CERTIFICATIONS

A. Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 USC 2000d *et seq.*; P.L. 88-352) and regulations pursuant thereto (Title 24 CFR 1) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

participation in , be denied the benefits of, or otherwise be subjected to discrimination under any program or activity receiving financial assistance extended to Contractor. This assurance shall obligate Contractor, or in the case of an transfer, the transferee, for a period during which the real property and structure(s) are used for a purpose for which the financial assistance is extended or for another purpose involving the provision of similar services or benefits.

B. Fair Housing Act of 1968

The Fair Housing Act (42 USC 3601-3620; P.L. 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap, or familial status. Contractor shall administer all programs and activities assisted under this agreement in a manner to affirmatively further the policies of the Fair Housing Act.

C. Executive Order 11063 – Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof.

D. Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall, on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*) or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

E. Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4, Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter services to its

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

clients and potential clients who are limited in English proficiency.

A person with Limited English Proficiency (LEP) is a person who does not speak English as their primary language and who has a limited ability to read, write, speak, or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and persons eligible for housing assistance and support services.

Contractor must analyze the various kinds of contacts it has with the public to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. The number or proportion of LEP persons eligible to be served or likely to be applying for Program services;
2. The frequency with which LEP persons utilize these programs and services;
3. The nature and importance of the Program, activity, or service provided; and
4. The benefits from providing LEP services and the resources available and costs to the Contractor for those services.

Balance these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide City with copies of its LEP policy.

F. Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990

Section 504 of the Americans with Disabilities Act of 1973, as amended, prohibits discrimination based on handicap in assisted Programs and activities. In performance of this Agreement, Contractor shall perform all services described herein in compliance with all applicable federal, state, and local laws, regulations, ordinances, including, but not limited to, the Rehabilitation Act of 1973 (29 USC 794) and the Americans with Disabilities Act (ADA) of 1990 (42 USC 1201, *et seq.*), and any regulations or guidelines issued pursuant to the ADA which generally prohibit discrimination against individuals with disabilities and may require reasonable accommodation.

G. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving financial assistance.

H. Executive Orders 11625, 12432, 12138 – Minority and Women Owned Business Opportunities

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

These Executive Orders state that Program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

19. DRUG-FREE WORKPLACE

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Contractor's premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents, or assigns will be deemed a material breach of this Agreement.

20. ASSIGNMENT

Contractor shall not assign any rights or duties under this Agreement to a third party without the express written consent of City.

21. MODIFICATION

This Agreement shall not be modified except in writing executed by both parties. The Director is authorized to approve and execute amendments to this Agreement on behalf of the City.

22. TERMINATION OF AGREEMENT

- A. City may terminate this Agreement for convenience upon ten (10) days' written notice to Contractor. Upon such notice, Contractor shall immediately suspend all services under this Agreement.
- B. City may terminate this Agreement immediately for cause, which shall include as example but not as a limitation:
 - i. Failure, for any reason, of Contractor to fulfill, in a timely and proper manner, its obligations under this Agreement including compliance with City, State, and Federal laws and regulations and applicable directives;
 - ii. Failure to meet the performance standards contained in other sections of this Agreement;
 - iii. Improper use or reporting of funds provided under this Agreement;
 - iv. Suspension, termination or modification of any of the sources of funds upon which City planned to fund this Agreement;
 - v. Any event, (whether natural, social, political or financial) which is beyond the control of City and which results in a change in the funds available to City, or which triggers a need by City to reallocate funding to Contractor.

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

- vi. In connection with the provisions of subsections D and E, above, Contractor understands that City has based its overall allocation of funds to Contractor on the basis of current budgeting requirements. It is therefore agreed that during the term of this Agreement, should all or any part of the funding available to City be reduced in any amount whatsoever, or should be faced with unusual or unexpected natural, social, political or financial events which diminish City's ability to fund agreements with Contractor and other recipients, or which events generate additional needs in the community, then City shall have the right to review and reallocate the amount of funding to be advanced to Contractor under this Agreement. On any of the occurrences described above, City may terminate all or any part of the remaining funding due to Contractor under this Agreement. City shall have the sole discretion to determine whether there is a need to reallocate or terminate funding to Contractor, as well as the sole discretion to determine the amount of the reduction and reallocation.

Should such a reduction in funding occur, City shall notify Contractor as soon as reasonably practicable after City has made the determination of the need to reconsider its funding allocation. Should there be a modification of this Agreement, the modification shall take effect upon notice from City to Contractor in writing. All other terms and conditions of the Agreement shall remain in effect.

23. LAWS, REGULATIONS, FEES, TAXES

- A. Contractor shall carry out its responsibilities pursuant to this Agreement in accordance with all applicable Federal, State and Local laws and all policies, procedures, regulations and requirements as the federal government, State, and City from time to time prescribe. Contractor shall obtain all necessary licenses, permits, permissions, rights of entry, and approvals necessary for the operation of the Program .
- B. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (24 CFR §§ 1 *et seq.*) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any Program or activity receiving Federal financial assistance.
- C. Contractor shall pay all fees and taxes as required by law.

24. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

CITY:

Department of Housing and Community
Services
90 Santa Rosa Avenue
Santa Rosa, California 95404

CONTRACTOR:

[CONTRACTOR]
[ADDRESS]

25. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

26. INCORPORATION OF ATTACHMENT AND EXHIBITS

The attachment and exhibits to this Agreement are incorporated and made part of this Agreement, subject to the terms and provisions herein.

27. SIGNATURES REQUIRED FOR CORPORATIONS

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

28. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic signature.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date and year first above written.

ATTACHMENT E: FORM OF STANDARD AGREEMENT FOR HOMELESS SERVICES

CONTRACTOR
[CONTRACTOR]

CITY OF SANTA ROSA
A Municipal Corporation

By _____

By _____

Name _____

Title _____

Title _____

ATTEST _____
City Clerk

By _____

Name _____

APPROVED AS TO FORM

Title _____

By _____
Office of the City Attorney

Taxpayer ID # _____

Attachments:

Attachment One: Insurance Requirements

Exhibit A: Scope of Services

Exhibit B: Budget

Exhibit C: Homeless Management Information System (HMIS)

Exhibit D: Quarterly Status Report Form

ATTACHMENT F: FORM OF STANDARD OPERATING AGREEMENT

AGREEMENT FOR THE OPERATION AND USE OF THE SAMUEL L. JONES HALL HOMELESS SHELTER HOUSING-FOCUSED PROGRAM [CONTRACTOR]

This Agreement is made this 1 day of July 2022, between the City of Santa Rosa, a municipal corporation ("City"), and [CONTRACTOR] a California non-profit corporation, for the operation of the Samuel L. Jones Hall Homeless Shelter located at 4020 Finley Avenue (the entire structure, the Annex (as defined below) and surrounding property hereinafter referred to as the "Shelter").

RECITALS

- A. Under the existing Conditional Use Permit, approved by the Santa Rosa City Council ("Council") on November 4, 2014, pursuant to Resolution No. 28577 (hereinafter referred to as "Conditional Use Permit" or "CUP"), Shelter occupancy is limited to 138 year-round beds ("Year-Round Program") plus a 50-bed winter shelter program ("Winter Shelter Program") between November and March, specifically located in the gymnasium portion of the shelter.
- B. During Fiscal Year 2017/2018, Council approved consolidation of the operations of the Year-Round Program and Winter Shelter Program, and increased occupancy by 25 beds from 188 year-round beds to 213 year-round beds ("Housing-Focused Program") without modifying the CUP pursuant to Council's proclamation of local homeless emergency, adopted on August 9, 2016, by Resolution No. 28839, which provides the City with greater flexibility to address the homeless crisis.
- C. The Housing-Focused Program provides up to 213 beds for individuals prioritized by the Homeless Outreach Services Team (HOST) with beds designated for medical respite, public safety, and the Homeless Encampment Assistance Program or during emergent situations.
- D. During the Fiscal Year 2020/2021, Council approved the Samuel L. Jones Hall Homeless Shelter Annex (the "Annex"). The Annex provides up to 60 temporary emergency shelter beds and wrap-around services for persons experiencing homelessness. The Program was established to restore shelter bed capacity lost within the existing SJH facility to pre-COVID-19 levels while maintaining compliance with social distancing requirements.
- E. The Council of the City of Santa Rosa (Council) has determined that the Annex Program benefits the residents of Santa Rosa and meets the definition of Public Services under 24 CFR §570.201(e).
- F. City wishes to fund the Program, using Federal Community Development Block Grant (CDBG), Community Development Block Grant Coronavirus (CDBG-CV)

ATTACHMENT F: FORM OF STANDARD OPERATING AGREEMENT

funds and local funds.

G. City desires to retain the services of Contractor to operate the Housing-Focused Program at Shelter (including the Annex) pursuant to this Agreement.

H. The Parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, City and Contractor agree:

1. SCOPE OF SERVICE

a. Contractor shall, in a manner satisfactory to City, perform the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. Contractor shall also comply with all requirements of the CUP issued by City for the operation of Shelter. A true and correct copy of the CUP is attached hereto as **Exhibit C** and incorporated herein by this reference.

b. Contractor shall adhere to all applicable requirements set forth and defined in 24 CFR § 85.20 and 24 CFR § 84.21-28 as amended by 24 C.F.R § 570.502. Contractor shall ensure its own compliance with Office of Management and Budget (OMB) Circulars A-110, A-122, 24 CFR § 570.502, revised Circular A-133, 2 CFR 200.303 - Internal Controls, and 2 CFR 200.327-328 - Performance and Financial Monitoring and Reporting.

c. Shelter shall be open 24 hours per day, seven days per week, 365 days per year.

d. Contractor shall be responsible for the routine maintenance of Shelter. Contractor shall also be responsible for maintaining Shelter grounds (entrances, exits, congregating areas, and the parking lots used by Shelter patrons) free of trash and debris and for making daily rounds to ensure that trash and personal items are not in the area.

e. Contractor shall comply with, and abide by, any and all provisions of any other agreements by which City allows use of Shelter and which are made known to the Contractor for that purpose. Contractor shall comply with all City ordinances including, but not limited to, City noise regulations.

f. Contractor shall provide a minimum of two representatives to participate in the Advisory Panel as required under the terms of the CUP.

g. Contractor shall meet with City staff to discuss Shelter operations on a regular basis. Contractor shall comply with any modifications of operational rules required by City to address any problems that arise in the operation of Shelter.

h. Contractor shall maintain the landscape around Shelter, which includes

ATTACHMENT F: FORM OF STANDARD OPERATING AGREEMENT

the mowing of grass. No alterations to the landscape may be made without the prior written approval of the City.

i. Contractor agrees to perform the Scope of Services set forth in Exhibit A in a manner that complies with all applicable local, federal and state laws, regulations and guidance, including, without limitation those related to COVID-19. Contractor agrees to monitor, implement and update operational protocols as necessary to manage necessary testing, social distancing, masking, vaccination and any other requirements or recommendations made by the City or County, as the same may change from time to time.

2. TERMINATION OF PRIOR AGREEMENTS; TERM OF THE AGREEMENT

a. The term of this Agreement shall commence on July 1, 2022 and end on June 30, 2023.

3. COMPENSATION

City shall pay Contractor as follows:

a. Compensation for operations for the period July 1, 2022 to June 30, 2023 (Year One), shall be made in accordance with the Budget entitled "Operating Budget" attached hereto as **Exhibit B**, incorporated herein by this reference, and will be based upon actual expenditures and disbursements documented by Contractor. In no event shall City's funding obligation for Year One of the Agreement exceed **[\$AMOUNT]** for the Housing-Focused Program, and such funding shall be subject to approval of funding by the County of Sonoma ("County") and Community Foundation Sonoma County ("Community Foundation"), as funders of Shelter. In the event County or Community Foundation fails to approve funding or there is a reduction in anticipated funding, parties shall discuss the impact to the Scope of Services. City and Contractor intend to execute amendments to this Agreement to fund Shelter and to revise the Operating Budget for subsequent years while this Agreement is in effect, subject to the appropriation of funding by Council, County, and Community Foundation. Compensation will not exceed the budget set forth in **Exhibit B** unless a budget amendment is mutually agreed upon in writing by the City and Contractor, and provided to the and Community Foundation. Contractor may request modifications to the line items of the Operating Budget for review and approval by the Department of Housing and Community Services ("HCS") prior to the expenditure of funds detailed in the budget change. Funding provided for utilities may not be reallocated to assist with other Shelter expenses paid for by Contractor, unless otherwise approved in writing by City.

b. On or before the fifteenth of each month, Contractor shall submit a claim for payment for the preceding month to City. Each claim for payment shall include documentation of actual expenditures and disbursements including a complete Report of Cash Disbursements for the prior month. The claim for payment shall correspond to the objectives set forth in **Exhibit A**. A designee of HCS will review the claim for payment of cash disbursements and may withhold from the amount claimed any amount equal to any questionable expenditure. Any claim submitted after 30 days shall be accompanied by adequate written justification for the delay.

ATTACHMENT F: FORM OF STANDARD OPERATING AGREEMENT

In the event that City's fiscal and program monitoring of Contractor's program indicates that Contractor is not fully performing the services set forth in **Exhibit A**, City reserves the right to reduce the amount of compensation accordingly unless performance is based on factors outside the control of Contractor, without waiving any other legal remedy because of Contractor's nonperformance.

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director as per 2 CFR 200.308 - Revision of Budget and Program Plans - prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total grant award under Section 3.

c. City's Chief Financial Officer is authorized to pay all proper claims in an amount not to exceed **[\$AMOUNT]** from Key **[#]** /Fund Key **[#]** for the Housing-Focused Program.

4. SHELTER RESIDENTS

a. All residents of Shelter (herein after "Residents") must have pre-registered with Contractor and have been determined to be in good standing with Contractor prior to residing at Shelter. All Residents must agree to abide by the rules and procedures adopted by Contractor as specified in paragraph b, below.

b. Contractor shall develop rules of conduct by which Residents must abide and procedures to utilize when said rules are violated. Said rules and procedures shall be approved by HCS. All rules must comply with the provisions of the CUP. City may require that Contractor add additional rules or procedures that City, in its discretion, determines are necessary to address any problems that arise with operation of Shelter.

c. Residents are not allowed to have visitors at Shelter.

d. There shall be no more than one vehicle and/or bicycle per adult resident at Shelter. Residents shall also not be allowed to keep any non-operational or unregistered vehicles at the Shelter. All vehicles must be parked in identified parking spaces on paved surfaces only.

e. No alcohol or drugs without a valid prescription shall be allowed on Shelter grounds. No smoking shall be allowed inside Shelter. Contractor shall designate an outside smoking area that complies with any applicable Fire Codes and regulations and ensure that the area is maintained free of debris and trash.

f. Contractor shall advise Residents or persons denied access to Shelter that they are not to congregate in areas surrounding Shelter. Contractor shall regularly patrol the area surrounding Shelter to ensure that persons denied access to Shelter are not congregating in the neighborhood. Contractor shall regularly patrol the surrounding area one hour after closing of Shelter each morning to ensure that Residents are not congregating in the neighborhood.

ATTACHMENT F: FORM OF STANDARD OPERATING AGREEMENT

g. No pets shall be allowed at Shelter.

h. Contractor shall comply with Title II of the American with Disabilities Act (ADA), which allows service animals.

i. Contractor shall notify City as soon as possible but no later than within twenty-four (24) hours of any incident in which a Resident sustains an injury at Shelter, a Resident causes any injury to any person or property either at Shelter or in the neighboring area, or the police or fire department is called to Shelter. Any statements made to the media regarding such incidents shall be coordinated with City.

5. SECURITY

Contractor shall be responsible for the monitoring of Shelter, screening of incoming Residents, enforcing Shelter rules, and patrolling the perimeter of Shelter and the immediate vicinity.

6. PARKING

Contractor shall be allowed to use the parking lots in the rear and on the west side of Shelter. The parking lot can accommodate a maximum of 28 vehicles which includes two spaces that have been designated to comply with ADA accessibility requirements. The designated spaces shall only be used by persons qualified to use said spaces under ADA regulations.

7. CONTRACTOR USE OF SHELTER

Contractor Shelter. Use of Shelter for other purposes without the prior written approval of City shall constitute a default of this Agreement.

8. CITY USE OF SHELTER

City and its designees shall have the right to utilize any meeting rooms, the kitchen, dining room, and multi-purpose room at Shelter during the hours that Shelter is not open or such other times as agreed to by Contractor, provided that said use does not interfere with operation Shelter.

9. BUILDING MAINTENANCE

As set forth under Section 1.c., Contractor shall provide routine maintenance for Shelter. City shall provide at its cost any repairs to Shelter or structural maintenance that is necessary to keep Shelter operational. Contractor shall immediately report to City in writing any repairs or maintenance that are needed.

10. UTILITIES

Contractor, as occupant of Shelter, shall be responsible for the payment of all utilities, excluding garbage, needed to operate Shelter and comply with all applicable ordinances, laws, and regulations.

ATTACHMENT F: FORM OF STANDARD OPERATING AGREEMENT

11. DOCUMENTATION/RETENTION OF MATERIALS

- a. Contractor shall maintain adequate documentation to substantiate all reimbursement requests as required by Section 3 of this Agreement.
- b. Contractor shall maintain all records related to the performance of this Agreement, and shall allow City access to such records at all reasonable times during the term of this Agreement, and shall maintain all such records for a period of five (5) years following the termination of this Agreement.

12. PROGRAM MONITORING AND EVALUATION

- a. Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the Community Development Block Grant regulations effective and efficient achievement of the Scope of Services set forth in Exhibit "A."
- b. Contractor shall appoint a representative to be available to City for consultation and assistance during the performance of this Agreement.
- c. Contractor must be in good standing in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by Contractor into the Homeless Management Information System (HMIS), as defined by HUD, as a condition of funding under this Agreement. HMIS requirements are further described in **Exhibit D**.
- d. Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Service as specified in the Agreement and shall make written quarterly reports to City utilizing the Quarterly Status Report in the form of Exhibit "E" for the HOUSING-FOCUSED PROGRAM. CONTRACTOR shall submit quarterly reports to CITY by October 10, January 10, April 10, and July 10, as more fully set forth in **Exhibit E**. The quarterly reports shall be compiled into an annual cumulative report submitted to City by Contractor at the end of the fiscal year, no later than July 31st, each year this Agreement is in effect. The cumulative report shall also include the following information:
 - i. The number of clients with new or continuing access to the service or benefit provided;
 - ii. The number of clients with improved access to the service or benefit provided;
 - iii. The number of clients that receive the service or benefit that is no longer substandard; and
 - iv. The number of beds created in overnight shelter or other emergency housing.
- e. City shall have ultimate responsibility for overall project monitoring and evaluation.

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f. Contractor shall provide evidence of client income and ethnicity in order to substantiate that the Program is operating in compliance with all regulations and circulars identified in Section 13 of this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by HUD, Contractor may be required to reimburse the City for funds that were expended on ineligible activities as identified in Community Development Block Grant regulations (24 CFR § 570).

13. FINANCIAL REQUIREMENTS/AUDITS/REPORTING

a. Contractor shall be accountable to City for all City funds requested by and disbursed to Contractor under this Agreement.

b. Contractor shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles (GAAP), procedures, and regulations as deemed necessary by City. Such records shall be maintained by qualified personnel and completed in a timely manner. Contractor shall, at all times during normal business hours and as often as City, the State of California, the U.S. Department of Housing and Urban Development (HUD), and the Comptroller General of the United States may deem necessary, make available to their representatives for examination, all of Contractor's records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine, and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement. All costs are subject to the eligibility requirements of HUD.

c. Contractor shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996, revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and 2 CFR 200.514 - Audit Requirements. Audits performed outside the scope of the Single Audit Act or OMB A-133 shall be deemed ineligible costs under this Agreement. All audits performed are required to be submitted to City no later than 180 days after end of the Agreement term referenced in Section 13.

d. Contractor shall permit and facilitate observation and inspection of Program services and records at Contractor's principal office and work site by City, its employees, auditors, representatives, and public authorities during reasonable business hours.

e. Contractor shall either establish a separate bank account for all funding received from City under this Agreement or practice full fund accounting. Contractor shall not commingle the funds provided under this Agreement with any other funds, revenue or monies.

f. Contractor shall maintain all records related to the performance of this Agreement during the term of this Agreement and for a period of five (5) years after completion of all services hereunder.

g. Authorized representatives of City may perform fiscal monitoring of

ATTACHMENT F: FORM OF STANDARD OPERATING AGREEMENT

Contractor's record keeping and reporting to assure compliance with this Agreement.

h. Any funds received as return of costs or as income generated from activities funded by the Agreement are the property of City and are to be transmitted to City promptly, unless there is a written agreement with City approving the use of these funds. Reimbursed costs or Program income shall be used to the advancement of additional funds pursuant to this Agreement and, further, shall be used for Community Development Block Grant (CDBG) program-eligible purposes.

i. Contractor shall adhere to all applicable requirements set forth and defined in 24 CFR § 85.20 and 24 CFR § 84.21-28 as amended by 24 C.F.R § 570.502. Contractor shall ensure its own compliance with Office of Management and Budget (OMB) Circulars A-110, A-122, 24 CFR § 570.502, revised Circular A-133, 2 CFR 200.303 - Internal Controls, and 2 CFR 200.327-328 - Performance and Financial Monitoring and Reporting.

14. CONFLICT OF INTEREST

A. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36 (b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor or a Program sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

B. No member of, or delegate to, the Congress of the United States shall be permitted to share, or take part in this Agreement or in any benefit arising therefrom.

C. No employee or officer of City, no member of Council, and no other public official of City who exercises any functions or responsibilities with respect to City's Public Service Providers Program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement. Employees of City may participate in this Program subject to waivers by HUD. Contractor shall be responsible for obtaining compliance with this provision.

D. Individuals associated with the Contractor's agency are prohibited from using positions with City for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly with those with whom they have family, business, or other ties.

E. Contractor shall inform Director of staffing changes at the executive/management level and changes in the membership of its Board of Directors within 30 days of such changes.

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F. Compliance with Lobbying Provisions: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the funds, Contractor agrees to the following provisions pursuant to the Housing and Community Development Act of 1992.

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.
3. Contractor shall require that the language of this section be included in all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.
4. Not more than one member of an immediate family shall be employed by Contractor or a component thereof directly or indirectly receiving HUD funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children, and parents (both legal parents and step-parents). If Contractor has any doubt as to its compliance with this requirement, it shall submit a written request to City for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, City shall have the right, upon discovering such noncompliance, to order Contractor to dismiss one or as many of its employees as are required to restore compliance with this requirement.

15. **RELIGIOUS ACTIVITY PROHIBITED**

Contractor agrees that the Grant Amount will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization per the federal regulations set forth in 24 C. F. R. 570.200(j).

16. **PUBLICITY**

Any publicity generated by Contractor for the work funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make

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reference to the contribution of City, the County, and Community Foundation in making the program possible. The words "City of Santa Rosa Public Service Providers Program", County of Sonoma, and Community Foundation Sonoma County" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles with respect to Program funded under this Agreement.

City staff shall be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the program funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this program.

17. NONSOLICITATION CLAUSE

Contractor warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the compensation amount of this Agreement, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

18. FIXED ASSETS

For purposes of this Agreement, a fixed asset is any physical item, excluding real property, having a cost in excess of \$300.00 and a usable life of three years or more. Contractor's annual report to City shall include invoices and receipts of payment for all fixed assets purchased. If at any time Contractor discontinues Program referred to in the Agreement, at any time during or after the Agreement period, all fixed assets purchased or acquired by Contractor excluding real property having a cost in excess of \$300.00 and usable life of three years or more, reverts back to City.

19. PUBLICATION RIGHTS AND COPYRIGHTS AND DATA OWNERSHIP

A. The copyright to any reports, papers, forms, or other materials or documents that are created in connection with the services performed under this Agreement shall vest in City unless otherwise authorized in writing by City.

B. All reports, documents, forms, photographs, maps, data and any other materials developed, collected or prepared by Contractor pursuant to this Agreement shall be the exclusive property of City unless written waiver is executed by City.

C. Publication rights to any documents or materials produced are to be reserved

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by City.

- i. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures to other groups which describe the Program but disclose neither data nor results are permissible without advance approval.
- ii. HUD reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work developed pursuant to this Agreement, for governmental purposes.

20. INDEMNITY/LIABILITY

Contractor shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents (“Indemnified Parties”) for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees) that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Contractor, its officers, employees, or agents, in said performance of services under this Agreement, excepting only liability arising from the sole active negligence or intentional misconduct of CITY. If there is a possible obligation to indemnify, Contractor’s duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.

21. INSURANCE

Contractor shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, **Attachment One**, “Insurance Requirements” which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in **Attachment One** is a material element of this Agreement and a material part of the consideration provided by Contractor in exchange for City’s agreement to make the payments prescribed hereunder. Failure by Contractor to (i) maintain or renew coverage, (ii) provide City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by City as a material breach of this Agreement by Contractor, whereas City shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Contractor to maintain required insurance coverage shall not excuse or alleviate Contractor from any of its other duties or obligations under this Agreement. In the event Contractor, with approval of City retains or utilizes any subcontractors or sub-consultants in the provision of any services to CITY under this Agreement, Contractor shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at **Attachment One**.

22. ASSIGNMENT

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Contractor shall not assign any rights or duties under this Agreement to a third party without the express written consent of City. Contractor agrees that prior to contracting for or otherwise engaging consultants or engineers for use or assistance in performance under this Agreement, the names shall be submitted to and approved by City.

23. TERMINATION

a. This Agreement may be terminated by City upon ten (10) days written notice to Contractor from the Director of City's intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to City an itemized statement of services performed to the date of termination in accordance with Section 3 of this Agreement. Said services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any such work for which compensation has not previously been made by City. City may require Contractor to complete the incomplete documents and Contractor shall deliver to City all documents in its possession. All documents shall be the property of City without additional compensation to Contractor.

c. Failure, for any reason, of Contractor to fulfill, in a timely and proper manner, its obligations under this Agreement including compliance with City, State, and Federal laws and regulations and applicable directives;

d. Failure to meet the performance standards contained in other sections of this Agreement;

e. Improper use or reporting of funds provided under this Agreement;

f. Suspension, termination, or modification by HUD (or by any other entity or agency) of any of the grants upon which City planned to fund this Agreement;

g. Any event, (whether natural, social, political or financial) which is beyond the control of City and which results in a change in the funds available to City, or which triggers a need by City to reallocate funding to Contractor.

h. In connection with the provisions of subsections D and E, above, Contractor understands that City has based its overall allocation of funds to Contractor and to other recipients on an assumed level of contribution from outside sources and on the basis of current budgeting requirements. It is therefore agreed that during the term of this Agreement, should all or any part of the funding available to City be reduced in any amount whatsoever, or should City be faced with unusual or unexpected natural, social, political, or financial events which diminish City's ability to fund agreements with Contractor and other recipients, or which events generate additional needs in the community, then City shall have the right to review and reallocate or reduce the amount of funding to be advanced to Contractor under this Agreement. There is no requirement that such reallocation and reduction, if any, be proportionate among the various recipients under contract with City. On any of

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the occurrences described above, City may terminate all or any part of the remaining funding due to Contractor under this Agreement. City shall have the sole discretion to determine whether there is a need to reallocate or terminate funding to Contractor, as well as the sole discretion to determine the amount of the reduction and reallocation.

Should such a reduction in funding occur, City shall notify Contractor as soon as reasonably practicable after City has made the determination of the need to reconsider its funding allocation. Should there be a modification of this Agreement, the modification shall take effect upon notice from City to Contractor in writing. All other terms and conditions of the Agreement shall remain in effect.

i. In no event shall City be obligated to fund any part of this Agreement from City's own financial resources.

24. REMEDIES FOR NONCOMPLIANCE

A. If Contractor materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances, and as per 2 CFR 200.338-200.342 - Remedies for Noncompliance:

- i. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;
- ii. Disallow (that is, deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance);
- iii. Wholly or partly suspend or terminate the current award for Contractor's Program;
- iv. Withhold further awards for the Program; or
- v. Take other remedies that may be legally available.

B. HEARINGS, APPEALS: In taking an enforcement action, City will provide Contractor an opportunity for such hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.

C. EFFECTS OF SUSPENSION AND TERMINATION: Costs incurred by Contractor during a suspension or after termination of an award are not allowable unless City expressly authorizes them in the notice of suspension or termination or subsequently. Other Contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- i. The costs result from obligations which were properly incurred by Contractor before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and

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- ii. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. RELATIONSHIP TO DEBARMENT AND SUSPENSION: The enforcement remedies identified in this section, including suspension and termination, do not preclude Contractor from being subject to 2 CFR part 2424 (see 24 CFR §85.35).

25. LAWS, REGULATIONS, FEES, TAXES

- A. Contractor shall carry out its responsibilities pursuant to this Agreement in accordance with all applicable Federal, State and Local laws and all policies, procedures, regulations and requirements as HUD, State, and City from time to time prescribe.
- B. Contractor shall comply with Title VI of the Civil Rights Act of 1964 (24 CFR §§ 1 et seq.) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- C. Contractor shall pay all fees and taxes as required by law.

26. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

CITY:
City of Santa Rosa
Department of Housing and Community
Services
90 Santa Rosa Avenue
Santa Rosa, CA 95404
707-543- 3315

CONTRACTOR:
[CONTRACTOR]
[ADDRESS]

27. INDEPENDENT CONTRACTOR

The parties intend that Contractor, in performing the services specified, shall act as an independent Contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with City. Contractor shall not be considered an agent or employee of City and is not entitled to participate in any pension plan,

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medical, or dental plans, or any other benefit provided by City for its employees.

28. SUCCESSORS AND ASSIGNS

City and Contractor each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

29. ENTIRE AGREEMENT

This Agreement is the entire agreement between the parties.

30. MODIFICATION

This Agreement shall not be modified except in writing executed by both parties. The Director is authorized to approve and execute amendments to this Agreement on behalf of City.

31. HOMELESS COUNT

Contractor will take part in annual unsheltered Homeless Count by assigning staff to assist in Count processes and by making facilities and other Contractor resources available to support the Count commensurate to the size of the Contractor's homelessness program relative to the overall Sonoma County Continuum of Care program.

32. SIGNATURES REQUIRED FOR CORPORATIONS

If this Agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; and b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

33. POSSESSORY INTEREST

This Agreement may create a possessory interest subject to property taxation. Contractor may be subject to the payment of property taxes levied on the interest.

34. FAIR HOUSING AND EQUAL OPPORTUNITY CERTIFICATIONS

a. Civil Rights Act of 1964 (Title VI)

Title VI of the Civil Rights Act of 1964 (42 USC 2200d *et seq.*; PL 88-352) and regulations pursuant thereto (Title 24 CFR 1) states that no person in the United States shall, on the basis of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be

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subjected to discrimination under any program or activity receiving Federal financial assistance extended to Contractor. This assurance shall obligate Contractor, or in the case of any transfer, the transferee, for the period during which the real property and structure(s) are used for a purpose for which financial assistance is extended or for another purpose involving the provision of similar services or benefits.

b. Fair Housing Act of 1968

The Fair Housing Act (42 USC 3601-3620; PL 90-284) states that it is the policy of the United States to provide, within constitutional limitations, for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex, national origin, handicap, or familial status. Contractor shall administer all programs and activities assisted under this Agreement in a manner to affirmatively further the policies of the Fair Housing Act.

c. Executive Order 11063 – Equal Opportunity in Housing

Executive Order 11063, as amended by Executive Order 12259, and regulations pursuant thereto (24 CFR 107), prohibits discrimination because of race, color, creed, sex, or national origin in the sale, leasing, rental, or other disposition of residential property and related facilities (including land to be developed for residential use), or in the use or occupancy thereof, if such property and related facilities are provided with financial assistance.

d. Section 109 of the Housing and Community Development Act of 1974

Section 109 of the Housing and Community Development Act of 1974 states that no person in the United States shall on the basis of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Section 109 further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 USC 6101 *et seq.*) or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to Section 109.

e. Executive Order 13166 – Limited English Proficiency

The Limited English Proficiency (LEP) Guidelines, based upon Title VI of the Civil Rights Act of 1964 (24 CFR 1.4 Executive Order 13166) requires recipients of federal funding to provide language translation or interpreter

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services to its clients and potential clients who are limited in English proficiency.

A person with LEP is a person who does not speak English as their primary language and who has a limited ability to read, write, speak or understand English. Affirmative steps must be taken to communicate with people who need services or information in a language other than English. A policy must be developed to serve applicants, participants, and/or persons eligible for housing assistance and support services.

Contractor must analyze the various kinds of contacts it has with the public, to assess language needs and decide what reasonable steps should be taken. In order to determine the level of access needed by LEP persons, the following four factors must be balanced:

1. The number or proportion of LEP persons eligible to be served or likely to be applying for Program services;
2. The frequency with which LEP persons utilize these programs and services;
3. The nature and importance of the Program, activity, or service provided; and
4. The benefits from providing LEP services, and the resources available and costs to the Contractor for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide City with copies of its LEP policy.

f. Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act of 1990

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits discrimination based on handicap in federally-assisted and conducted programs and activities. In performance of this Agreement, Contractor shall perform all services described herein in compliance with all applicable federal, state, and local laws, rules, regulations and ordinances, but not limited to Rehabilitation Act of 1973 (29 USC 794), and the Americans with Disabilities Act (ADA) of 1990 (42 USC 12101, *et seq.*), and any regulations and guidelines issued pursuant to the ADA, which generally prohibits discrimination against individuals with disabilities and may require reasonable accommodations.

g. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, as amended, prohibits discrimination because of age in programs and activities receiving federal financial assistance.

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h. Executive Orders 11625, 12432, 12138 - Minority and Women Owned Business Opportunities

These Executive Orders state that program participants shall take affirmative action to encourage participation by businesses owned and operated by minority groups and women.

35. SUBCONTRACTS

a. Any subcontract funded under this Agreement shall be submitted to the Director for review and approval prior to its execution.

b. In the event Contractor is a private nonprofit or neighborhood based nonprofit organization, or a local development or small business investment corporation, Contractor is required to comply with the procurement procedures of OMB Circular A-122 (incorporated herein by reference) and 2 CFR 200.317-200.326 - Procurement Standards for the procurement of supplies and services in connection with activities funded under this Agreement.

c. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement, including Appendix II of 2 CFR, Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

36. DRUG-FREE WORKPLACE

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Contractor's premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents, or assigns will be deemed a material breach of this Agreement.

37. COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one Agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and Contractor wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The City reserves the right to reject any signature that cannot be positively verified by the City as an authentic electronic

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signature.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CONTRACTOR
[CONTRACTOR]

CITY OF SANTA ROSA
A Municipal Corporation

By _____

By _____

Name

Title _____

Title

ATTEST _____
City Clerk

Taxpayer ID

APPROVED AS TO FORM

By _____

By _____
Office of the City Attorney

Name

Title

Attachments:

- Attachment One – Insurance Requirements
- Exhibit A – Scope of Services
- Exhibit B – Operating Budget
- Exhibit C -- Conditional Use Permit
- Exhibit D – HMIS Requirements
- Exhibit E – Quarterly Status Report

ATTACHMENT G

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GRANT AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

ATTACHMENT G

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.
- C. Verification of Coverage and Certificates of Insurance:** Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.
- D. Other Insurance Provisions:**
1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
 2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
 3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
 4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
 5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.