

OPERATING AGREEMENT FOR THE SAFE PARKING PILOT PROGRAM

This Operating Agreement for the Safe Parking Pilot Program (“Agreement”) is made this ____ day of _____, 2022 by and between the **CITY OF SANTA ROSA** (“City”) and **CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA**, a California non-profit corporation (“Contractor”).

R E C I T A L S

- A. The Council of the City of Santa Rosa (“Council”) has determined that the Safe Parking Pilot Program (“Program”) benefits the residents of the City of Santa Rosa and the Council desires that Contractor operate the Program.
- B. The Program, located in a portion of the City-owned parking lot at 55 Stony Point Rd., provides members of the community who are experiencing vehicular homelessness a place to safely park their vehicle or RV with direct access to basic services as well as wrap-around services targeted at ending their homelessness. The Program is also meant to reduce the impacts of homelessness on the broader community.
- 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.

A G R E E M E N T

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 January 1, 2022 and end on December 31, 2022 (Year One). The Agreement may be extended for the period January 1, 2023 to December 31, 2023 (Year Two) subject to whether City determines, in its sole discretion that the Program is meeting its intended goals and outcomes during the first year of operations.

3. PROGRAM FUNDING

- A. Notwithstanding any other provision of this Agreement, Program funding from City to Contractor shall not exceed one million, two hundred and ninety-nine thousand and eight hundred twenty-six hundred and no/100 dollars (\$1,299,826) for the period of January 1, 2022 through December 31, 2022 (Year One). The City’s Chief Financial Officer is authorized to pay all proper claims from Fund 1209 and Key 340707 not to

exceed a total amount of \$315,000 and from Fund [#} and Key [#] not to exceed a total amount of \$984,826. Subject to whether the Program is meeting its intended goals and outcomes during the first year of operations, City and Contractor may amend this Agreement to fund the Program for the period January 1, 2023 to December 31, 2023 (Year Two).

- 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 Housing and Community Services Manager (Manager) 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 justification for the delay.
- C. In the event that the Manager 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 Manager 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

- A. 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 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.
- B. In the event that Contractor or any employee, agent or subcontractor of Contractor providing services in operation of the Program is determined by a court of competent jurisdiction or the California Public Employees Retirement System ("PERS") to be eligible for enrollment in PERS as an employee of the City, Contractor agrees to indemnify, defend and hold harmless City for the payment of any employee and/or employer contributions for PERS.

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 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.
- 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.

9. BUDGET

Any requested modification to the line items of the Budget shall be reviewed and approved by the Manager 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 Manager 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.

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 Manager 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.

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.
 - 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.
- 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.

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 April 10, July 10, October 10, and January 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 January 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 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 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, an 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

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 City Manager, or designee, 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.
 - 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. 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
- 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).

24. 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.
- 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.

25. 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 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, Ca 95404

PHONE:

EMAIL:

CONTRACTOR:

Catholic Charities of the Diocese of Santa Rosa

P.O. Box 4900
Santa Rosa, California 95402

PHONE:

EMAIL:

26. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

27. 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.

28. 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.

29. 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.

30. FEDERAL REQUIREMENTS

In its operation of the Program, Contractor is aware of and agrees to comply with all applicable Federal Requirements, as set forth in Exhibit E attached to the Agreement.

[SIGNATURES APPEAR ON NEXT PAGE]

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

CONTRACTOR

Catholic Charites of the Diocese of Santa Rosa

By _____

Name _____

Title _____

By _____

Name _____

Title _____

Taxpayer ID # _____

CITY OF SANTA ROSA

A Municipal Corporation

By _____

Title _____

APPROVED AS TO FORM

By _____

Office of the City Attorney

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

Exhibit E: Federal Provisions

**ATTACHMENT ONE
INSURANCE REQUIREMENTS**

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.
5. Property Insurance	Full replacement cost of tenant improvements	Against all risks of loss to any tenant improvements or betterments with no coinsurance penalty provision.

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.

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.

EXHIBIT A: SCOPE OF SERVICES

SAFE PARKING PILOT PROGRAM

(Catholic Charities of the Diocese of Santa Rosa)

The Safe Parking Pilot Program (Program) is a housing-focused, low-barrier site providing up to 50 parking spaces in alignment with the City of Santa Rosa's (City) Housing First Strategy. The overarching goal of the Program is to provide members of the community who are experiencing vehicular homelessness a place to safely park their vehicle or RV with direct access to basic services as well as wrap-around services targeted at ending their homelessness. Additionally, the Program is meant to lessen the impacts of homelessness on the broader community. In addition to emergency services, participants access programs, including health and public benefits that can assist participants in their efforts to secure and retain stable housing.

CONTRACTOR will provide a number of services, including but not limited to the following:

- Administration of the Program per City requirements, including, without limitation, hours of operation, security, site layout, ADA compliance, fire, life/safety, health and welfare and environmental requirements as well as COVID-19 safety protocols (or other infectious disease), and disaster preparedness.
- 24/7 site management via CONTRACTOR staff and/or third-party private security agency.
- Coordination with Homeless Outreach Services Team (HOST) and Homeless Encampment Assistance Program (HEAP) to screen and enroll individuals identified for the Program. Screening is to be completed offsite.
- .
- Sanitary facilities (portable toilets, handwashing stations, showers) and waste management services.
- Meals and other services essential to meeting basic needs, including laundry service and transportation.
- Assessment and enrollment in Coordinated Entry for linkage to County-wide housing services.
- Case management services to ensure housing-focused intervention as well as connection to public benefit programs, health, mental health and drug treatment services, and job training or employment opportunities, including coordinating these supports and case management services with the Sonoma County Department of Health Services Interdepartmental Multi-Disciplinary Team (IMDT).
- Assist participants with documentation required to obtain housing (identification/driver's license) and with vehicle/RV compliance (driver's license, registration, insurance).
- Regular meetings with City and/or participants to address any issues that may arise including facilities issues, conflict resolution, and service needs.

The Program staffing model will include the following positions to ensure a housing-focused intervention:

- **Program Manager:** Provides budget management support and supervisory oversight of the Site Supervisor. Responsible for weekly coordination with City staff as needed and completes required program reporting.
- **Site Supervisor:** Responsible for the initial project development, launch and management of the day-to-day operations of the Program and Program site. This includes scheduling and supervision of the Participant Advocates, coordination of the third-party vendors, purchasing and inventory and management of supplies, intake/exits of participants, oversight of site safety, inspections, etc. The Site Supervisor will also schedule and facilitate weekly participant community meetings.
- **Participant Advocates:** Participant Advocates will be on site 12 hours a day. They will handle all operational needs and will be responsible for having housing-focused conversations with participants within their first 14 days. Participant Advocates will be responsible for ensuring operational safety as well as updating all housing lists with new ads off Craigslist and other housing ads.
- **Housing Locator:** A real estate professional who is focused on obtaining housing connections and networking with the real estate community to rent to participants.
- **Housing Navigation Case Manager:** Case managers who will be singularly focused on obtaining housing for those on their caseloads. Once they help the individual obtain housing, they will then prepare them for a successful transition into housing (furniture, crisis planning, etc.) and transfer the case to a Housing Stabilization Case Manager.
- **Housing Stabilization Case Managers:** Provide case management once an individual is housed. The Housing Stabilization Case Manager will be focused on ensuring that participants retain housing and will connect them to resources to ensure that the reason they were originally brought into homelessness is addressed.

The Program will achieve the following planned outputs and indicators.

Planned Outputs

1. 115 individuals will receive interim shelter via the Program. Participants will be screened and enrolled at an offsite location.
2. Provide a safe and secure environment for participants with the goal of moving them into housing as rapidly as possible.
3. Provide services in alignment with the City's Housing First approach to solving homelessness.

Planned Indicators

1. 100% of participants will engage into case management services, of these Contractor will provide the following data:
 - a) % document ready for housing
 - b) % access public benefit programs
 - c) % individualized housing plan

2. 25% of participants will exit to permanent housing. Contractor will provide housing retention rates for the housed cohort that Contractor can track through agency-specific Homeless Management Information System (HMIS).
3. For all other exits, Contractor will provide the following data:
 - a) % exit to temporary housing (emergency shelter, transitional housing, staying or living with family or friends, safe haven, hotel/motel paid by voucher, safe parking, etc.)
 - b) % exit to street or unknown destination

At a minimum, outcomes should meet or exceed Home Sonoma County's system performance measures.

EXHIBIT B: BUDGET

Calendar Year 2022

Safe Parking Pilot Program
(With Wrap Around Services)

Outreach	Budget Amounts
Salaries and Benefits:	\$367,744.00
Food Management	\$200,000.00
Telecommunications	\$4,000.00
Utilities	\$12,000.00
Supplies	\$15,000.00
Storage	\$10,000.00
Insurance	\$0.00
Miscellaneous	\$74,170.00
Sanitary Services	\$50,400.00
Laundry Services	\$52,000.00
Site Costs	\$26,500.00
Security	\$350,400.00
Contingency	\$48,000.00
Indirect Costs	\$89,612.00
Total Contract Expense	1,299,826

EXHIBIT C: Homeless Management Information System (HMIS)

Safe Parking Pilot Program

As stated more specifically in the Sonoma County Continuum of Care Homeless Management Information System Participant Agreement, Contractor must be in "good standing" in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by Contractor into the Sonoma County Community Development Commission's (Commission) Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

- A. HMIS "Good Standing": Good Standing is defined as timely data entry, complete and accurate data reflective of the Client status at Intake, Update and Exit and adherence to the prevailing HMIS Data Standards.
1. Timely data entry encompasses:
 - a. Entry of data into EtO HMIS within five (5) business days of the event that generated by the data collection (i.e., Client Intake, Entry and Exit from Program, and required annual updates if Client is participating for longer than one year in the program) with the exception of services which may be bulk entered ten (10) days after month end.
 2. Accurate and Complete Data:
 - a. All homeless client data for Covered Homeless Organizations (CHO's) will be entered into the EtO HMIS.
 - b. 95% of all mandated data points are supplied (fields do NOT reflect a "Null", "Don't Know or Refused" OR "Data Not Collected" value).
 - c. The EtO Data Validation Report (required Quarterly Reporting for each homeless program) will reflect a 95% or higher data completeness and quality result at all times.
 3. Data Collection Methodology:
 - a. Contractor shall adhere to the prevailing federal HMIS Data Standards and Sonoma County HMIS Lead recommended program workflow(s) for each homeless program type.
- B. User Training: All Users of the HMIS will receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually. Contractor shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the EtO HMIS.
- C. Required Quarterly Reporting: Contractor shall use data from the following reports to inform their quarterly report submissions:
 - a. EtO Data Validation report with a data range from the start of the fiscal year to the end of the required report period (cumulative)
 - b. The 1-Sono – 0607-CDBG/CAPER (CDC Quarterly & Other Grant Reporting)
- D. HMIS Financial Match and Other Financial Requirement: Contractor agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. Contractor also agrees to provide the Commission with leveraging information within 30 days of request.
- E. Homeless Count Participation: Contractor will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Continuum of Care and HMIS Coordinators' requests for current and accurate information. CONTRACTOR will take part in biennial unsheltered Homeless Count by assigning staff to assist in the Count process 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.

QUARTERLY STATUS REPORT
SAFE PARKING PILOT PROGRAM
(Catholic Charities of the Diocese of Santa Rosa)

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report (and for HMIS participants as it compares to the HMIS reports). Reports may be submitted electronically.

Each quarter should be reported **cumulative** (or for the quarter if requested below) beginning January 1, 2022, and ending through the quarter for which the report is being submitted.

Agency Name: Catholic Charities of the Diocese of Santa Rosa
Program Title: Safe Parking Pilot Program
Term: January 1, 2022 to December 31, 2022
QUARTER: Q1 JANUARY 1, 2022 - MARCH 31, 2022
REPORTING DUE DATE: April 10, 2022

Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City.

1. Total Number of Unduplicated Participants Assisted

(Cumulative through report period. Enter numbers for only 1a **OR** 1b depending on your project):

1a. For projects serving only individuals **OR** only families (households) enter the total number of unduplicated participants **OR** families/households served (but not both). Enter "0" in the other box.

Individuals (singles) **OR** Families (households)

1b. For projects serving **both** individuals (singles) AND family (households) enter the total number of participants (singles + all household members) served (enter one number only):

Individuals AND Families

2. Please include a brief narrative of 50 words or less on your program's progress:

3. INCOME DETERMINATION:

Complete the table below indicating the total number of participants assisted for the QUARTER and CUMULATIVE TO DATE. For each year in which ANY grant funds were expended, direct benefit data will be required for the entire year.

Number of Participants Directly Assisted

	Below 30% (Extremely Low)	31% to 50% (Very Low)	51% to 80% (Low Income)	Over 80% (Non-low Moderate)	Total No. of Participants Assisted
For the Quarter					0
Cumulative to Date	0	0	0	0	0

4. RACE/ETHNICITY DETERMINATION:

Race/Ethnicity information must be collected from all participants. The total number assisted for the quarter and year to date must match the totals in #3. The total number of people served in Question #1.

RACE/ETHNICITY DATA	FOR THE QUARTER			YEAR TO DATE		
	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses
White			0	0	0	0
Black or African			0	0	0	0
Asian			0	0	0	0
American Indian or Alaska Native			0	0	0	0
Native Hawaiian or Other Pacific Islander			0	0	0	0
American Indian or Alaska Native <i>and</i> White			0	0	0	0
Asian <i>and</i> White			0	0	0	0
Black or African American <i>and</i> White			0	0	0	0
American Indian or Alaska Native <i>and</i> Black or African American			0	0	0	0

Other multi-racial			0	0	0	0
Total number assisted (Must equal the total number of persons in Q #3 above)	0	0	0	0	0	0

This report has been created using the project’s HMIS data: (Select Yes or No)

If HMIS data has not been used, indicate the data source: _____

5. PERFORMANCE OUTCOMES:

Using the approved outcomes sheet included with your project’s funding agreement Exhibit A, please complete the table below indicating the actual number of project participants who have achieved outcomes from January 1, 2022, through the reporting period.

Project Quantitative Measure Text (Planned Outputs)	Quarterly Actual Outcomes Achieved	Actual YTD Outcomes Achieved from January 1, 2022 through this report period	Percentage of Total Output Achieved
100% of participants will engage with supportive services			0%
20% of participants will be diverted to temporary housing (emergency shelter, transitional housing, staying or living with family or friends, safe haven, hotel/motel paid by voucher, safe parking, etc.			0%
25% of participants will exit to permanent housing. Of the housed cohort that Contracts			0%
			0%

			0%
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			n/a
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Name of Person Preparing Report:

Date:

(type/print)

(type/print)

Title:

Signature:

(type/print)

QUARTERLY STATUS REPORT
SAFE PARKING PILOT PROGRAM
(Catholic Charities of the Diocese of Santa Rosa)

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report (and for HMIS participants as it compares to the HMIS reports). Reports may be submitted electronically.

Each quarter should be reported **cumulative** (or for the quarter if requested below) beginning January 1, 2022, and ending through the quarter for which the report is being submitted.

Agency Name: Catholic Charities of the Diocese of Santa Rosa
Program Title: Safe Parking Pilot Program
Term: July 1, 2021 to June 30, 2022
QUARTER: Q2 APRIL 1, 2022 - JUNE 31, 2022
REPORTING DUE DATE: JULY 10, 2022

Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City.

1. Total Number of Unduplicated Participants Assisted

(Cumulative through report period. Enter numbers for only 1a **OR** 1b depending on your project):

1a. For projects serving only individuals **OR** only families (households) enter the total number of unduplicated participants **OR** families/households served (but not both). Enter "0" in the other box.

Individuals (singles) **OR** Families (households)

1b. For projects serving **both** individuals (singles) AND family (households) enter the total number of participants (singles + all household members) served (enter one number only):

Individuals AND Families

2. Please include a brief narrative of 50 words or less on your program's progress:

3. INCOME DETERMINATION:

Complete the table below indicating the total number of participants assisted for the QUARTER and CUMULATIVE TO DATE. For each year in which ANY grant funds were expended, direct benefit data will be required for the entire year.

Number of Participants Directly Assisted

	Below 30% (Extremely Low)	31% to 50% (Very Low)	51% to 80% (Low Income)	Over 80% (Non-low Moderate)	Total No. of Participants Assisted
For the Quarter					0
Cumulative to Date	0	0	0	0	0

4. RACE/ETHNICITY DETERMINATION:

Race/Ethnicity information must be collected from all participants. The total number assisted for the quarter and year to date must match the totals in #3. The total number of people served in Question #1.

RACE/ETHNICITY DATA	FOR THE QUARTER			YEAR TO DATE		
	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses
White			0	0	0	0
Black or African			0	0	0	0
Asian			0	0	0	0
American Indian or Alaska Native			0	0	0	0
Native Hawaiian or Other Pacific Islander			0	0	0	0
American Indian or Alaska Native <i>and</i> White			0	0	0	0
Asian <i>and</i> White			0	0	0	0
Black or African American <i>and</i> White			0	0	0	0
American Indian or Alaska Native <i>and</i> Black or African American			0	0	0	0

Other multi-racial			0	0	0	0
Total number assisted (Must equal the total number of persons in Q #3 above)	0	0	0	0	0	0

This report has been created using the project’s HMIS data: (Select Yes or No)

If HMIS data has not been used, indicate the data source: _____

5. PERFORMANCE OUTCOMES:

Using the approved outcomes sheet included with your project’s funding agreement Exhibit A, please complete the table below indicating the actual number of project participants who have achieved outcomes from July 1, 2022, through the reporting period.

Project Quantitative Measure Text (Planned Outputs)	Quarterly Actual Outcomes Achieved	Actual YTD Outcomes Achieved from January 1, 2022 through this report period	Percentage of Total Output Achieved
			0%
			0%
			0%
			0%

			0%
--	--	--	----

			n/a
--	--	--	-----

Name of Person Preparing Report:

Date:

(type/print)

(type/print)

Title:

Signature:

(type/print)

QUARTERLY STATUS REPORT
SAFE PARKING PILOT PROGRAM
(Catholic Charities of the Diocese of Santa Rosa)

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report (and for HMIS participants as it compares to the HMIS reports). Reports may be submitted electronically.

Each quarter should be reported **cumulative** (or for the quarter if requested below) beginning January 1, 2022, and ending through the quarter for which the report is being submitted.

Agency Name: Catholic Charities of the Diocese of Santa Rosa
Program Title: Safe Parking Pilot Program
Term: July 1, 2021 to June 30, 2022
QUARTER: Q3 JULY 1, 2022 - SEPTEMBER 30, 2022
REPORTING DUE DATE: OCTOBER 10, 2022

Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City.

1. Total Number of Unduplicated Participants Assisted

(Cumulative through report period. Enter numbers for only 1a **OR** 1b depending on your project):

1a. For projects serving only individuals **OR** only families (households) enter the total number of unduplicated participants **OR** families/households served (but not both). Enter "0" in the other box.

Individuals (singles) **OR** Families (households)

1b. For projects serving **both** individuals (singles) AND family (households) enter the total number of participants (singles + all household members) served (enter one number only):

Individuals AND Families

2. Please include a brief narrative of 50 words or less on your program's progress:

3. INCOME DETERMINATION:

Complete the table below indicating the total number of participants assisted for the QUARTER and CUMULATIVE TO DATE. For each year in which ANY grant funds were expended, direct benefit data will be required for the entire year.

Number of Participants Directly Assisted

	Below 30% (Extremely Low)	31% to 50% (Very Low)	51% to 80% (Low Income)	Over 80% (Non-low Moderate)	Total No. of Participants Assisted
For the Quarter					0
Cumulative to Date	0	0	0	0	0

4. RACE/ETHNICITY DETERMINATION:

Race/Ethnicity information must be collected from all participants. The total number assisted for the quarter and year to date must match the totals in #3. The total number of people served in Question #1.

RACE/ETHNICITY DATA	FOR THE QUARTER			YEAR TO DATE		
	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses
White			0	0	0	0
Black or African			0	0	0	0
Asian			0	0	0	0
American Indian or Alaska Native			0	0	0	0
Native Hawaiian or Other Pacific Islander			0	0	0	0
American Indian or Alaska Native <i>and</i> White			0	0	0	0
Asian <i>and</i> White			0	0	0	0
Black or African American <i>and</i> White			0	0	0	0
American Indian or Alaska Native <i>and</i> Black or African American			0	0	0	0

Other multi-racial			0	0	0	0
Total number assisted (Must equal the total number of persons in Q #3 above)	0	0	0	0	0	0

This report has been created using the project’s HMIS data: (Select Yes or No)

If HMIS data has not been used, indicate the data source: _____

5. PERFORMANCE OUTCOMES:

Using the approved outcomes sheet included with your project’s funding agreement Exhibit A, please complete the table below indicating the actual number of project participants who have achieved outcomes from July 1, 2022, through the reporting period.

Project Quantitative Measure Text (Planned Outputs)	Quarterly Actual Outcomes Achieved	Actual YTD Outcomes Achieved from January 1, 2022 through this report period	Percentage of Total Output Achieved
			0%
			0%
			0%
			0%

			0%
--	--	--	----

			n/a
--	--	--	-----

Name of Person Preparing Report:

Date:

(type/print)

(type/print)

Title:

Signature:

(type/print)

QUARTERLY STATUS REPORT
SAFE PARKING PILOT PROGRAM
(Catholic Charities of the Diocese of Santa Rosa)

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report (and for HMIS participants as it compares to the HMIS reports). Reports may be submitted electronically.

Each quarter should be reported **cumulative** (or for the quarter if requested below) beginning January 1, 2022, and ending through the quarter for which the report is being submitted.

Agency Name: Catholic Charities of the Diocese of Santa Rosa
Program Title: Safe Parking Pilot Program
Term: July 1, 2022 to December 31, 2022
QUARTER: Q4 OCTOBER 1, 2022 - DECEMBER 31, 2022
REPORTING DUE DATE: JANUARY 10, 2022

Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City.

1. Total Number of Unduplicated Participants Assisted

(Cumulative through report period. Enter numbers for only 1a **OR** 1b depending on your project):

1a. For projects serving only individuals **OR** only families (households) enter the total number of unduplicated participants **OR** families/households served (but not both). Enter "0" in the other box.

Individuals (singles) **OR** Families (households)

1b. For projects serving **both** individuals (singles) AND family (households) enter the total number of participants (singles + all household members) served (enter one number only):

Individuals AND Families

2. Please include a brief narrative of 50 words or less on your program's progress:

3. INCOME DETERMINATION:

Complete the table below indicating the total number of participants assisted for the QUARTER and CUMULATIVE TO DATE. For each year in which ANY grant funds were expended, direct benefit data will be required for the entire year.

Number of Participants Directly Assisted

	Below 30% (Extremely Low)	31% to 50% (Very Low)	51% to 80% (Low Income)	Over 80% (Non-low Moderate)	Total No. of Participants Assisted
For the Quarter					0
Cumulative to Date	0	0	0	0	0

4. RACE/ETHNICITY DETERMINATION:

Race/Ethnicity information must be collected from all participants. The total number assisted for the quarter and year to date must match the totals in #3. The total number of people served in Question #1.

RACE/ETHNICITY DATA	FOR THE QUARTER			YEAR TO DATE		
	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses
White			0	0	0	0
Black or African			0	0	0	0
Asian			0	0	0	0
American Indian or Alaska Native			0	0	0	0
Native Hawaiian or Other Pacific Islander			0	0	0	0
American Indian or Alaska Native <i>and</i> White			0	0	0	0
Asian <i>and</i> White			0	0	0	0
Black or African American <i>and</i> White			0	0	0	0
American Indian or Alaska Native <i>and</i> Black or African American			0	0	0	0

Other multi-racial			0	0	0	0
Total number assisted (Must equal the total number of persons in Q #3 above)	0	0	0	0	0	0

This report has been created using the project’s HMIS data: (Select Yes or No)

If HMIS data has not been used, indicate the data source: _____

5. PERFORMANCE OUTCOMES:

Using the approved outcomes sheet included with your project’s funding agreement Exhibit A, please complete the table below indicating the actual number of project participants who have achieved outcomes from January 1, 2022, through the reporting period.

Project Quantitative Measure Text (Planned Outputs)	Quarterly Actual Outcomes Achieved	Actual YTD Outcomes Achieved from January 1, 2022 through this report period	Percentage of Total Output Achieved
			0%
			0%
			0%
			0%

			0%
--	--	--	----

			n/a
--	--	--	-----

Name of Person Preparing Report:

Date:

(type/print)

(type/print)

Title:

Signature:

(type/print)

Exhibit E

FEDERAL PROVISIONS

A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 "Debarment and Suspension." Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (b) Meeting Agreement performance requirements; or
 - (c) At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. Equal Employment Opportunity

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.