



**REQUEST FOR PROPOSALS (RFP)  
R166094  
Homelessness Prevention Pilot Program  
Keep People Housed (KPH) – Sonoma**

**Date Issued**

**May 29, 2024**

**Proposal Submittal Due Date  
June 20, 2024 @ 5:00 pm PST**

CITY OF SANTA ROSA  
Homelessness Prevention Pilot Program  
Keep People Housed (KPH) – Sonoma

KEY ACTION EVENTS AND DATES

RFP responses must be received through PlanetBids by **5:00 p.m.** on **June 20, 2024**. The City of Santa Rosa (City) shall not be responsible for any delays on delivery.

This RFP will be governed by the following estimated schedule, subject to change:

RFP Issued	May 29, 2024
RFP Questions to Staff via PlanetBids	June 6, 2024 by 5 p.m.
Responses to RFP Questions via PlanetBids	June 10, 2024
<b>RFP Due</b>	<b>June 20, 2024 by 5 p.m.</b>
Convene Evaluation Committee by	July 11, 2024
City Council – Contract Funding Award with KPH – Sonoma Lead Provider* (tentative)	August 20, 2024
Contract Fully Executed	September 2024

\*Lead Provider described in further detail below

The City reserves the right to change schedule of events without prior notice. Changes, if any, will be communicated via PlanetBids.

**Inquiries or Questions and/or Requests for Clarification**

All agencies (Proposers) interested in submitting an RFP must address any questions or requests for clarification of the RFP via the PlanetBids website during the open period as outlined in Key Action Events and Dates. Questions will only be accepted through PlanetBids Q & A process. Any City response to questions posed during the open period will be distributed per the schedule, and if responses result in a change to the RFP, it will be made in the form of an addendum to the RFP and will be distributed via PlanetBids.

## **GENERAL INFORMATION**

### **1. PURPOSE**

The City is seeking proposals from highly qualified agencies to operate a targeted homelessness prevention program (Keep People Housed (KPH) – Sonoma) in accordance with the Scope of Services indicated herein for a two-year period, Fiscal Year 2024/2025 and 2025/2026 (October 2024 to June 2026). Proposers to this RFP are expected to apply as a collaborative, comprised of a Lead Provider with partner agencies or “local hubs” (one per subregion) to assist with the delivery and administration of KPH – Sonoma. The subregions include Central County/Santa Rosa, West County, North County, South County, and Sonoma Valley. The Lead Provider may also serve as a local hub for the subregion where it is located. Only one proposal per Lead Provider will be accepted. Partner agencies may be part of more than one proposal. The City will select one Lead Provider to operate KPH – Sonoma.

### **2. BACKGROUND**

KPH – Sonoma is a collaborative effort between the cities of Santa Rosa and Petaluma, the County of Sonoma, and All Home, a Bay Area organization advancing regional solutions to address homelessness. Data provided by All Home shows that across the nine-county region, three people are becoming homeless for every one that is housed by local homeless response systems. In Sonoma County, 35% of people surveyed as part of the 2023 homeless Point-in-Time Count reported 2023 as their first episode of homelessness. The need for homelessness prevention services is also identified in the City’s Homelessness Solutions Strategic Plan (2023 – 2027)<sup>1</sup> and the strategic plans of Sonoma County’s Continuum of Care (Sonoma County Homeless Coalition)<sup>2</sup> and the City of Petaluma<sup>3</sup>.

All Home has worked with several Bay Area communities to develop and test a regionally coordinated homelessness prevention system for households with income below 50% of Area Median Income (AMI). The system pairs rapid, flexible financial assistance with housing stabilization services and legal aid referrals for people facing eviction and prioritizes households using an on-line platform developed and maintained by Bay Area Community Services (BACS). All Home has offered to expand its prevention model into Sonoma County with technical assistance and a match for local funds invested in the project (KPH – Sonoma). The City, County of Sonoma, and City of Petaluma have identified match funding totaling \$1.3 million pending approval by their respective Board/Councils. With All Home’s one-to-one match of local funding, this provides a total of \$2.6 million to launch the two-year pilot (KPH – Sonoma).

### **3. TERM**

The contract for services will be between the selected contractor (Lead Provider) and the City. The City anticipates that the term of the contract will be from October 1, 2024 through June 30, 2026. The City may consider renewing the contract in subsequent years based on factors

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<sup>1</sup> [City of Santa Rosa Homelessness Solutions Strategic Plan 2023-2027](#)

<sup>2</sup> [Sonoma County 5 Year Strategic Plan to Prevent and End Homelessness \(2023 – 2027\)](#)

<sup>3</sup> [City of Petaluma’s Strategic Action Plan to End Homelessness](#)

including contractor's performance and funding availability. The \$2.6 million available for the KPH – Sonoma pilot is one-time funding and will be comprised of a \$1.3 million contract with the City and a \$1.3 million contract with All Home.

At the end of the term and any renewal term for subsequent years, the City may in its sole discretion, choose to: 1) renew the contract for additional year(s); 2) award the contract to a different provider based on proposals received from this RFP; 3) seek proposals from other service providers; 4) modify the scope of services; and/or 5) assign responsibilities to City staff.

#### 4. SCOPE OF SERVICES

The scope of work, further detailed in **Attachment A**, is intended to coordinate homelessness prevention services for Sonoma County residents at high-risk of experiencing homelessness. To be eligible, applicants must be Sonoma County residents, with incomes at or below 50% of the Area Median Income and a demonstrated risk of homelessness or housing loss due to recent financial or other hardships.

Services to be provided under KPH – Sonoma are as follows:

##### A) Flexible Financial Payments

Proposer shall provide flexible financial payments to clients prioritized by the KPH – Sonoma assessment tool and applicable threshold score. Payment amounts should be individualized based on need to help clients remain housed and support their housing and financial stability. Contractor shall endeavor to provide flexible financial payments in the form of rental assistance paid directly to the landlord, though rental assistance may be paid directly to the household if the situation requires it. Additionally, flexible financial payments may cover housing-related expenses, if and to the extent the situation requires (e.g., utilities, medical bills, food, application or credit check fees for the purpose of accessing housing, security deposits, etc.). Housing-related expenses should be covered based on need, including the household's simultaneous need to pay their rent.

##### B) Wrap-Around Services

Proposers shall provide housing-focused services and/or referrals to clients who need or request such support (e.g., clients receiving more than one month of flexible financial payments). Wrap-around services should be individualized for each client and take a flexible, hands-on approach to problem-solving. Respondents shall describe how their proposed approach demonstrates racial equity and meets the needs of the target populations, including but not limited to:

- People who have previously experienced homelessness or who have been at-risk of homelessness
- People with issues related to mental health, chronic health, or substance use
- People with disabilities
- People who identify as BIPOC (Black, Indigenous, and people of color)

- People living in poverty

Proposers should describe their approach to assist clients in navigating and removing their housing access barriers and improving financial stability. Additional services or referrals offered should include other stabilizing supports such as employment resources, childcare, financial coaching and literacy, and tenant's rights education. The ultimate outcome of these services is to assist at-risk residents in retaining, or accessing and maintaining, stable housing, as well as build their housing stability over time. This may include a housing stability plan depending on the needs of each household.

#### C) Legal Supports

Successful Proposers shall provide legal/mediation support to clients to help remove barriers to affordable and stable housing, as well as those facing eviction. If the Proposer or partner agency is unable to provide such supports directly, they shall refer clients to appropriate community partners for services.

#### D) Outreach and Referral

As many community members requiring assistance may be unaware of available services to assist with their housing stability needs, successful Proposers shall also outline outreach and referral efforts detailing a comprehensive approach to identifying and serving the target populations listed above. The proposal should include a target number of clients served per month as well as a description of how each agency or collaborative will play a role in achieving that goal.

Reporting Requirements: The selected contractor will submit comprehensive monthly reports to the City by the 15<sup>th</sup> day of the month following the close of the month which document the activities of the previous month consistent with the Scope of Services.

### **5. GENERAL QUALIFICATIONS**

The successful Proposer is an established community organization with a demonstrated commitment to serving extremely and very-low income households with multiple risk factors for homelessness; ideally, the successful Proposer will have familiarity with the dynamics of homelessness in Sonoma County and/or experience serving Sonoma County residents. The Proposer should have prior experience serving people in communities disproportionately at risk for experiencing homelessness, including but not limited to the target populations listed in Section 4.

The Proposer shall be an organization with the capacity to administer and distribute sub-grants to partner agencies on a regular basis and be the sole administrator of direct financial assistance provided to landlords and/or households as described in Attachment A. This capacity should be supported by proof of program management abilities through the response to this

RFP. The selected contractor (Lead Provider) shall be responsible for submitting all reports to the City on services provided and shall be the primary point of contact representing the larger KPH – Sonoma collaborative.

The Proposer must submit a response to this RFP in collaboration with partner agencies to execute the Scope of Services. Partner agencies shall be carefully selected by the Proposer to strengthen the collaborative's ability to conduct successful outreach to and serve the target populations listed in a coordinated countywide approach to homelessness prevention. Partners should have a grassroots presence in their subregion and current and/or prior experience serving vulnerable Sonoma County residents. A successful response will list all proposed partner agencies and their anticipated roles within the collaborative, as well as a budget demonstrating how funds will be allocated to the partner agencies. These partnerships may be further refined as part of the contract negotiation process at the City's discretion.

Additionally, to effectively provide the services outlined in this RFP, the Proposer must demonstrate the following:

1. Non-profit organizations 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 homelessness prevention services to City and/or partner agencies – County of Sonoma, City of Petaluma, Sonoma County Homeless Coalition (Continuum of Care (CoC)), State of California and federal agencies – or other comparable entities.
3. Expertise in delivering services integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, and other evidence-based practices.
4. Ability to utilize the online technology platform and assessment tool to operate KPH – Sonoma. All Home and BACS (as platform administrator) will provide training and technical support at no cost to the awarded contractor.
5. Ability to be a partner with City staff, the community, and stakeholders.
6. Experience with Sonoma County's Homeless Management Information System (HMIS) and Coordinated Entry.
7. Exceptional customer service skills.
8. Capacity to provide responsive services to the City.
9. Experience providing culturally responsive services to vulnerable populations.

## **6. PROPOSAL FORMAT GUIDELINES**

Proposals must be submitted following the provided template (**Attachment B**), 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. Proposal should be typed and should contain no more than 10 pages using a 12-point font size. The page count will not include attachments. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the proposed program. Proposers may request a word document version of the template by contacting Kelli Kuykendall, Housing and Community Services Manager at [kkuykendall@srcity.org](mailto:kkuykendall@srcity.org) or (707) 543-3315.

## 7. RFP QUESTIONS

Proposers are required to submit all questions related to the RFP through PlanetBids Q & A process by **5 p.m. on June 6, 2024**. 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.

## 8. PROCESS FOR SUBMITTING PROPOSALS

Proposers shall submit one electronic PDF file using the provided proposal template (**Attachment B**) to PlanetBids no later than **5 p.m. on June 20, 2024**. 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.**

**Note:** *It is strongly recommended that electronic submissions be uploaded per the instructions contained within bid/RFP no later than two (2) hours prior to the stated deadline. City is not responsible for attempting to resolve any technical issues occurring two (2) hours before the submission deadline, nor is City responsible for incomplete or late submissions.*

**Late proposals will not be considered under any circumstance.** Proposers shall be solely responsible for its delivery to the City prior to the date and hour set forth herein. Any proposals received after the date and hour set forth herein, because of any reason, will not be considered.

The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished, or where indirect or incomplete answers to information is provided. The City reserves the right to reject any or all of the proposals received, to negotiate with qualified Proposers, or to cancel the request for proposals in part or in its entirety without explanation to the Proposers.

The City reserves the right to revise or amend the request for proposal up to the time set for opening of proposals. Such revisions shall be announced by Addendum to this solicitation. All Addendums and additional information will be posted to the City's Official web link on Planet Bids.

## 9. EVALUATION CRITERIA

Funding awards are intended to be recommended to proposals that are determined to provide the best overall program services within a reasonable pricing structure. The City reserves the right to reject all proposals, or any proposal that is not responsive to the RFP. Proposals will be evaluated objectively in accordance with the competitive scoring rubric below, based on overall completeness and quality of the proposal, quality of references/supplemental materials, and any other factors the evaluation committee deems relevant.

<b>Criteria</b>	<b>Section in Application Template (Attachment B)</b>	<b>Maximum Points</b>
Proven delivery of homelessness prevention services and ability to integrate KPH – Sonoma within existing programs.	Sections 2.1, 3.1, 3.3	20
Organizational Capacity – Demonstrates infrastructure and experience to serve as Lead Provider and to deliver services described in this RFP including a timeline for implementing the program.	Section 2	20
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.	Section 4	20
Proven ability in delivering accurate data in compliance with reporting requirements (local, CoC, federal, State, etc.,)	Section 2.3	15
Best Practices - Demonstrates experience providing services described in this RFP in alignment with best practices.	Sections 2.3 - 2.4	10
Alignment with Strategic Plan goals	Section 3.3	5
Client Engagement/Feedback – Policies/procedures for engaging clients and seeking feedback.	Sections 2.3 and 3.0	5
Other <sup>4</sup>		5
<b>TOTAL</b>		<b>100</b>
Bonus Points – One partner agency identified per subregion demonstrated by letters of commitment.		<b>10</b>

In the event of a tied score, the proposal with the highest score in the Organizational Capacity category will be recommended for funding.

Proposers must be willing to accept the terms of City’s Standard Agreement (**Attachment C**) and to provide the insurance required by the City.

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



All proposals submitted are subject to disclosure under the California Public Records Act. Where Proposers desire 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 Proposers 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.

Award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully, the City may negotiate a contract with the next highest scoring Proposer or withdraw the RFP.

## 10. STANDARD TERMS AND CONDITIONS

**Precontract Costs** - The cost for developing the proposal is the sole responsibility of the Proposer. The City is not liable for any costs incurred by an applicant prior to issuance of or entering into a formal agreement or contract, or purchase order. All proposals submitted become the property of the City.

**Contract Discussions** – Proposer must be willing to enter into a contract with the City, in substantially the same form as **Attachment C** Standard Agreement, obtain insurance coverages as outlined in **Attachment D** Insurance Requirements to Grant Agreements. The City will participate in good faith negotiations with Proposer.

***Please carefully review the Sample Agreement and Insurance Requirement (Attachment C and Attachment D), in the next section of the RFP below, before responding to the RFP enclosed herein. Your response to the RFP must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the RFP.***

**Confidentiality Requirements** - The staff members assigned to this project are required to sign a non-disclosure statement. Proposals are subject to the Freedom of Information Act. The City cannot protect proprietary data submitted in proposals.

*"All proposals, responses, inquiries, or correspondence relating to this RFP, and all reports, charts, and other documentation submitted by Proposers (other than materials submitted as and qualifying as trade secrets under California Law as identified in the proposal) shall become the property of the City when received. The entire proposal shall be subject to the public records laws of the State of California except where a proper trade secrets exception has been made by the Proposer in accordance with the procedures allowed by California and Federal Law and marked in bold "Confidential."*

**Note: If proprietary/confidential information is identified in the original proposal, a redacted copy of the proposal must be submitted with the original and provided on a thumb drive, marked as “Redacted Copy”. Otherwise, all proposals will be made subject to public record in its original form.**

**Financial Information** – If the City is concerned about Proposer’s financial capability to perform, the City may ask Proposer to provide sufficient data to allow for an evaluation of the Proposer’s financial capabilities.

**Insurance Requirements** - Proposer shall maintain in full force and effect all the insurance coverage described in, and in accordance with, Attachment D, “Insurance Requirements”, which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment D is a material element of this Agreement and a material part of the consideration provided by Proposer in exchange for the City’s agreement to make the payments prescribed hereunder. Failure by Proposer to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this Agreement by Proposer, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Proposer to maintain required insurance coverage shall not excuse or alleviate Proposer from any of its other duties or obligations under this Agreement. In the event Proposer, with approval of the City pursuant to Section 11 below, retains or utilizes any subcontractors in the provision of any services to City under this Agreement, Proposer shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in Attachment D.

**Registration** – Proposers must be registered to do business in the State of California, have a current City of Santa Rosa Business Tax certification and meet insurance requirements approved and on file before a contract will be awarded.

## 11. QUESTIONS

For information concerning RFP procedures, interested parties may contact Kelli Kuykendall, Housing and Community Services Manager at [kkuykendall@srcity.org](mailto:kkuykendall@srcity.org) or (707) 543-3315.

## 12. PROTEST PROCEDURES

Proposers may file a “protest” to an RFP with the City’s Purchasing Department via email to Purchasing Agent Brandalyn Tramel, [btramel@srcity.org](mailto:btramel@srcity.org) For a protest to be considered valid, the protest must:

1. Protest as to RFP process must be filed in writing within the third business day following the posting of Notice of Intent to Award;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;

4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing. If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City's Purchasing Agent shall review the basis of the protest and all relevant information. The Purchasing Agent will provide a written decision to the protestor within ten (10) business days from receipt of protest. The decision from the Purchasing Agent, or her/her designee, is final and no further appeals will be considered.

**Attachments:**

- A – Scope of Services
- B – Application Template
- C – City of Santa Rosa Form of Standard Grant Agreement
- D – Insurance Requirements to Grant Agreements

## Attachment A

### Keep People Housed (KPH) – Sonoma

#### Scope of Services

The Scope of Services is intended to coordinate homelessness prevention services for Sonoma County residents at high-risk of experiencing homelessness. To be eligible, applicants must be Sonoma County residents, with incomes at or below 50% of the Area Median Income and a demonstrated risk of homelessness or housing loss due to recent financial or other hardships.

Services to be provided under KPH – Sonoma are as follows:

#### A) Flexible Financial Payments

Contractor shall provide flexible financial payments to clients prioritized by the KPH – Sonoma assessment tool and applicable threshold score. Payment amounts should be individualized based on need to help clients remain housed and support their housing and financial stability. Contractor shall endeavor to provide flexible financial payments in the form of rental assistance paid directly to the landlord, though rental assistance may be paid directly to the household if the situation requires it. Additionally, flexible financial payments may cover housing-related expenses, if and to the extent the situation requires (e.g., utilities, medical bills, food, application or credit check fees for the purpose of accessing housing, security deposits, etc.). Housing-related expenses should be covered based on need, including the household's simultaneous need to pay their rent.

#### B) Wrap-Around Services

Contractor shall provide housing-focused services and/or referrals to clients who need or request such support (e.g., clients receiving more than one month of flexible financial payments). Wrap-around services should be individualized for each client and take a flexible, hands-on approach to problem-solving. This approach must demonstrate racial equity and meet the needs of the target populations, including but not limited to:

- People who have previously experienced homelessness or who have been at-risk of homelessness
- People with issues related to mental health, chronic health, or substance use
- People with disabilities
- People who identify as BIPOC (Black, Indigenous, and people of color)
- People living in poverty

This includes assisting clients in navigating and removing their housing access barriers and improving financial stability. Additional services or referrals offered should include other stabilizing supports such as employment resources, childcare, financial coaching and literacy, and tenant's rights education. The ultimate outcome of these services is to assist at-

risk residents in retaining, or accessing and maintaining, stable housing, as well as build their housing stability over time. This may include a housing stability plan depending on the needs of each household.

C) Legal Supports

Contractor shall provide legal/mediation support to clients to help remove barriers to affordable and stable housing, as well as those facing eviction, either directly or by referral to the appropriate community partners for services.

D) Outreach and Referral

As many community members requiring assistance may be unaware of available services to assist with their housing stability needs, Contractor shall conduct outreach to the target populations listed above and to community partners to promote awareness of KPH – Sonoma.

Reporting Requirements: Contractor shall submit comprehensive monthly reports to the City by the 15<sup>th</sup> day of the month following the close of the month which document the activities of the previous month consistent with the Scope of Services. These reports shall include but not be limited to the following: 1) number of clients served by subregion; 2) type of service provided (i.e. rental assistance, security deposit, utility payment); 3) number of referrals to legal services; and 4) outreach efforts to target populations and community partners. Contractor will also be required to track housing retention rates for those clients receiving rental assistance.

## Attachment B

**Application Template – Keep People Housed (KPH) – Sonoma****1. Applicant Information**

Lead Provider to complete. Responses should reflect Lead Provider’s experience to deliver services outlined in this RFP and capacity to administer and distribute sub-grants to partner agencies supported by proof of program management abilities. **The application should contain no more than 10 pages not including the budget, letters of commitment, and other attachments.**

<b>Agency Name</b>			
<b>Agency Mission</b>			
<b>Federal ID#</b>		Non-profit organizations 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.	
<b>Address</b>			
<b>Contact Name</b>			
<b>Contact Phone</b>		<b>Contact Email</b>	

**2. Organizational Capability and Experience**

**2.1 Describe agency’s experience, organizational capability, and infrastructure to deliver the services, as described in this RFP. Describe the agency’s experience administering direct financial assistance, if any, including check request procedures.**

**2.2 Describe agency’s capacity to implement the program by October 1, 2024. Please provide a timeline for hiring staff and subcontracting with Partner Agencies/Local hubs and any barriers the agency may face in meeting this timeline.**

**2.3 Describe the agency’s experience working with Government entities (cities, counties, CoCs, State of California, and federal agencies). Please include experience meeting financial and reporting requirements.**

2.4 Describe the agency's experience working with people in communities disproportionately at risk for experiencing homelessness. Include the types of training that staff has received around racial equity, cultural humility, and strengths-based service delivery. Include the agency's approach to engage clients and incorporate feedback received into program planning and implementation.

2.5 Describe the agency's experience in integrating the principles of Housing First, Harm Reduction, Seeking Safety, Trauma-Informed Care, Motivational Interviewing, Peer Support, or any other evidence-based practices 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 and exit participants, and reduce barriers to program entry.*

2.6 Provide current Board of Directors roster and agency's organizational chart.

### 3. Description of Services

<p><b>Program Delivery</b>  <i>Mark all that apply.</i>          Please identify all partner agencies/local hubs by subregion</p>	<p><input type="checkbox"/> <b>Direct Services</b></p> <p><input type="checkbox"/> <b>Subcontracted Services</b> (List all potential subcontractor names and services provided)</p> <p><input type="checkbox"/> <b>Central/Santa Rosa</b></p> <p><input type="checkbox"/> <b>South County</b></p> <p><input type="checkbox"/> <b>West County</b></p> <p><input type="checkbox"/> <b>North County</b></p> <p><input type="checkbox"/> <b>Sonoma Valley</b></p> <p><b>Provide letters of commitment from partner agencies/local hubs.</b>  <b>Note: Lead Provider may also serve as a local hub for the subregion where it is located.</b></p>
<p><b>Program Structure</b></p>	<p><input type="checkbox"/> <b>Agency Homelessness Prevention Program Manual.</b> <i>Please submit relevant program manuals as reference for this RFP.</i></p> <p><input type="checkbox"/> <b>Agency Policies and Procedures.</b> <i>Please list any relevant policies and procedures only, do not submit materials. These include client feedback, reasonable accommodation, ADA, grievance, anti-discrimination, racial equity, language access, etc., For client feedback, please describe methods for seeking and incorporating feedback in agency's program planning.</i></p>

3.1 Describe the agency's plan to provide the services as described in the RFP. Include the estimated number of households to be served over 12 months and anticipated outcomes. Make note of any challenges that may arise and how the agency plans to address them in a way that demonstrates it is qualified to provide the services.

- 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 note if the positions are currently filled or will need to be hired.
- 3.3 Describe the agency's plan to integrate KPH – Sonoma within existing programs including how funding will be leveraged within these programs.
- 3.4 Describe how your proposal aligns with the Strategic Plan goals of the KPH – Sonoma partners (City, County of Sonoma, City of Petaluma).

#### 4. Budget and Financial Management

- 4.1 Complete the two-year project budget below totaling \$2.6 million. This is a sample budget. Applicants may make edits to the template below so long as the budget submitted with this application is complete and responsive. Any subcontracted services should be identified in the budget. Applicants should attempt to maximize direct financial assistance in proposed budget, while also considering appropriate costs for personnel and operating expenses needed to administer a successful program.

**Note:** Applicants do not need to allocate grant funds for use of the BACS on-line platform. The City's selected contractor (Lead Provider) will enter into two contracts – one with the City for \$1.3 million and one with All Home for the \$1.3 million matching grant. No separate application to All Home will be required.

<b>KPH – Sonoma Budget</b>	
<b>Salaries and Benefits</b>	<b>\$</b>
<b>Operating Costs</b>	<b>\$</b>
<b><i>Direct Financial Assistance</i></b>	<b>\$</b>
<b><i>Partner Agencies/Local Hubs Costs</i></b>	<b>\$</b>
<b><i>Miscellaneous Expenses</i></b>	<b>\$</b>
<b><i>Indirect Costs</i></b>	<b>\$</b>
<b><i>Total</i></b>	<b>\$2,600,000</b>

*Salaries and benefits should include a breakdown between operational staff and case management staff. Operational costs should include a breakdown by type (i.e., equipment, supplies, IT, rent, telecommunications). The same applies for Partner Agencies/Local Hubs.*



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

**4.3 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 applicant. 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 applicants; 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 C

### GRANT AGREEMENT FOR KEEP PEOPLE HOUSED (KPH) – SONOMA [NAME OF CONTRACTOR] F002819 [VENDOR #]

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between the CITY OF SANTA ROSA (“City”) and [CONTRACTOR], a California non-profit corporation (“Contractor”).

#### RECITALS

- A. [PROGRAM BACKGROUND]
- B. City wishes to fund the Program using [FUNDING SOURCE].
- 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 October 1, 2024 and shall end on June 30, 2026.

##### 3. GRANT

- A. Notwithstanding any other provision of this Agreement, Program funding from City to Contractor shall not exceed [AMOUNT] for the period of October 1, 2024, through June 30, 2026, and such funding shall be subject to approval by the County of Sonoma (“County”) and the City of Petaluma (“Petaluma”), as funders of the Program. In the event County and Petaluma fails to approve funding or there is a reduction in anticipated funding, parties shall discuss the impact to the Scope of Services. The City’s Chief Financial Officer is authorized to pay all proper claims from [KEY/FUND]. Subject to the appropriation of additional funding by the Council, County, and Petaluma, 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 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 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 bind 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.

## **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.

**14. NON SOLICITATION 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.

## **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 monthly reports to City utilizing the Monthly Status Report form in **Exhibit C**. The monthly reports shall be submitted to City by the 15<sup>th</sup> day of the month following the close of the month which document the activities of the previous month consistent with the Scope of Services as more fully set forth in **Exhibit A**. The monthly 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 31<sup>st</sup>.

### 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 D**.

### 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 U.S.C. §§ 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 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 the Federal 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 U.S.C. §§ 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, if such property and related facilities are provided with Federal 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 U.S.C. §§ 6101 et seq.) or with respect to an otherwise qualified handicapped person as provided in section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §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/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 CDC 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, including but not limited to Rehabilitation Act of 1973 (29 U.S.C. § 794) and the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. §§ 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.

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:
1. 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;
  2. Failure to meet the performance standards contained in other sections of this Agreement;
  3. Improper use or reporting of funds provided under this Agreement;
  4. Suspension, termination or modification of any of the sources of funds upon which City planned to fund this Agreement;
  5. 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.
- C. In connection with the provisions of subsections A and B 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.
- D. 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 Trailer.
- 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 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:**

[NAME OF CONTRACTOR]  
[MAILING 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.

[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**

[NAME OF CONTRACTOR]

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Taxpayer ID # [NUMBER]

**CITY OF SANTA ROSA**

A Municipal Corporation

By \_\_\_\_\_

Name: Megan Basinger

Title: Housing & Community Services Director

**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: Monthly Status Report Form

Exhibit D: Homeless Management Information System (HMIS)

## ATTACHMENT D

### INSURANCE REQUIREMENTS FOR GRANT AGREEMENTS

- A. Insurance Policies:** Consultant 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. <b>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.</b>
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Consultant 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	Consultant 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 Consultant, 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.

Liability, umbrella and excess policies shall provide or be endorsed to provide the following:

- a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Consultant'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 insured's on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Consultant'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:** Consultant 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 Consultant from waiving any right of recovery prior to loss. Consultant hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Consultant 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 Consultant or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Consultant 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.