

**SECOND AMENDMENT
TO AGREEMENT FOR THE OPERATION AND USE OF THE SAMUEL L. JONES HALL
HOMELESS SHELTER YEAR-ROUND AND WINTER SHELTER PROGRAMS**

This Second Amendment to the Agreement for the Operation and Use of the Samuel L. Jones Hall Homeless Shelter Year-Round and Winter Shelter Programs, dated _____ ("Agreement") is made as of this 12th day of December, 2017, by and between the City of Santa Rosa, a municipal corporation ("City") and Catholic Charities of the Diocese of Santa Rosa, a California non-profit corporation ("Contractor").

RECITALS

- A. City and Contractor entered into the Agreement for Contractor to operate the Samuel L. Jones Hall Homeless Shelter ("Shelter") 138-bed year-round program ("Year-Round Program") plus a 50-bed winter shelter program ("Winter Shelter Program"), located at 4020 Finley Avenue for the period of July 1, 2017 to June 30, 2018 in the amount of \$572,803.
- B. City and Contractor entered into a First Amendment to the Agreement for the purpose of consolidating operation of the Year-Round Program and the Winter Shelter Program into a 188-bed year-round housing-focused shelter ("Housing-Focused Program") for the period of July 1, 2017 to June 30, 2018 and increasing the total compensation under the Agreement from \$572,803 to \$1,069,714.
- C. City and Contractor now desire to amend the Agreement for the purpose of increasing occupancy of the Housing-Focused Program by 25 beds from 188 year-round beds to 213 year-round beds for the period December 1, 2017 to June 30, 2018 and increasing the total compensation under the Agreement from \$1,069,714 to \$1,349,331.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 1. Scope of Services

Exhibit A to the Agreement is replaced by Exhibit A-2 to this Amendment.

Section 1(a) of the Agreement is replaced in its entirety to read as follows:

"CONTRACTOR shall, in a manner satisfactory to CITY, perform the Scope of Services attached hereto as Exhibit "A-2" and incorporated herein by reference. CONTRACTOR shall also comply with all requirements of the CUP issued by CITY for the operation of SHELTER. A true and correct copy of the CUP is attached hereto as Exhibit "B" and incorporated herein by this reference. CITY may activate the HOUSING-FOCUSED PROGRAM and increase its occupancy without modifying the CUP pursuant to COUNCIL's proclamation of local homeless emergency, adopted on August 9, 2016, by Resolution No. 28839, which provides the CITY with greater flexibility to address the

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homeless crisis.”

Section 1(b) of the Agreement is replaced in its entirety to read as follows:

“The HOUSING-FOCUSED PROGRAM shall be open 24 hours per day, seven days per week, 365 days per year.”

2. Section 3. Compensation

Exhibit C to the Agreement is replaced by Exhibit C-2 to this Amendment.

Section 3(a) of the Agreement is replaced in its entirety to read as follows:

“Compensation for operations for the period July 1, 2017 to June 30, 2018 (Year One), shall be made in accordance with the Budget entitled “Operating Budget” attached hereto as Exhibit “C-2,” incorporated herein by this reference, and will be based upon actual expenditures and disbursements documented by CONTRACTOR. In no event, shall CITY’S funding obligation for Year One of the Agreement exceed \$1,349,331 for the HOUSING-FOCUSED PROGRAM, and such funding shall be subject to approval of funding by the County of Sonoma (“COUNTY”) and Community Foundation Sonoma County (“COMMUNITY FOUNDATION”), as funders of SHELTER. In the event COUNTY or COMMUNITY FOUNDATION fail to approve funding or there is a reduction in anticipated funding, parties shall discuss the impact to the Scope of Services. CITY and CONTRACTOR intend to execute amendments to this Agreement to fund SHELTER and to revise the Operating Budget for subsequent years while this Agreement is in effect, subject to the appropriation of funding by COUNCIL, COUNTY, AND COMMUNITY FOUNDATION. Compensation will not exceed the budget set forth in Exhibit “C-2” unless a budget amendment is mutually agreed upon in writing by the CITY and CONTRACTOR, and provided to the COUNTY and COMMUNITY FOUNDATION. CONTRACTOR may request modifications to the line items of the Operating Budget for review and approval by the Department of Housing and Community Services (“HCS”) prior to the expenditure of funds detailed in the budget change. Funding provided for utilities may not be reallocated to assist with other SHELTER expenses paid for by CONTRACTOR, unless otherwise approved in writing by CITY.”

Section 3(c) of the Agreement is replaced in its entirety to read as follows:

“The City’s Chief Financial Officer is authorized to pay all proper claims from Key 340705 (\$1,219,331) and Key 340701 (\$130,000) for the HOUSING-FOCUSED PROGRAM.”

3. Section 12. Program Monitoring and Evaluation

Exhibits E and F to the Agreement are replaced by Exhibit E-2 to this Amendment.

Section 12(d) of the Agreement is replaced in its entirety to read as follows:

“CONTRACTOR shall undertake continuous quantitative and qualitative evaluation of the Scope of Service as specified in the Agreement and shall make written quarterly reports to CITY utilizing the Quarterly Status Report form in Exhibit “E-2” for the HOUSING-FOCUSED PROGRAM. CONTRACTOR shall submit quarterly reports to CITY by October 10, January 10, April 10, and July 10, as more fully set forth in Exhibit “E-2”. The quarterly reports shall be compiled into an annual cumulative report submitted to CITY by CONTRACTOR at the end of the fiscal year, no later than July 31st, each year this Agreement is in effect.”

All other terms of the Agreement shall remain in full force and effect.

Executed as of the day and year first above stated.

CONTRACTOR:

CITY OF SANTA ROSA

a Municipal Corporation

Catholic Charities of the Diocese of Santa Rosa

TYPE OF BUSINESS ENTITY (*check one*):

By: _____

- Individual/Sole Proprietor
- Partnership
- Corporation
- Limited Liability Company
- Other (please specify: _____)

Print Name: David E. Gouin
Director of Housing and Community Services

APPROVED AS TO FORM:

Signatures of Authorized Persons:

Office of the City Attorney

By: _____

ATTEST:

Print Name: _____

Title: _____

City Clerk

By: _____

Print Name: _____

Title: _____

City of Santa Rosa Business Tax Cert. No.

- Attachments:
- Exhibit A-2 - Scope of Services
 - Exhibit C-2 – Operating Budget
 - Exhibit E-2 – Quarterly Status Report

**EXHIBIT “A-2”
SCOPE OF SERVICES
HOUSING-FOCUSED PROGRAM**

The Samuel L. Jones Hall Homeless Shelter (Shelter) is a housing-focused, low barrier shelter providing up to 213 year-round beds in alignment with the City of Santa Rosa’s Housing First Strategy. The overarching goal of the Shelter is to get homeless individuals into housing as rapidly as possible, in order to reduce the negative impacts of homelessness on the individual and our community. The Shelter provides lifeline support and client engagement, as participants pursue housing. In addition to emergency services, clients access programs, including health and public benefits, which can assist clients in their efforts to secure and retain stable housing. One hundred thirty-eight (138) beds are set aside for individuals with highest vulnerability on the Shelter’s waiting list in conjunction with Coordinated Entry, which include beds for the Nightingale Program (medical respite) and public safety. Fifty (50) beds are prioritized for those participating in the City’s Homeless Encampment Cleanup Pilot Program (Pilot Program) based on a matrix of encampments city-wide which included an evaluation of several components: the number of individuals at the site; an assessment of their vulnerability due to living outdoors; associated health, safety, and fire risks; and property ownership. Any open beds after those prioritized for the Pilot Program will default to individuals with highest vulnerability on the Shelter’s waiting list in conjunction with Coordinated Entry. An additional twenty-five (25) beds may be activated to support shelter needs identified through the Pilot Program or during emergent situations. Beds prioritized for the Pilot Program or emergent situations will be dispersed throughout the Shelter or in a privately screened portion of the gymnasium area.

Staffing model will include the following positions to ensure a housing-focused intervention:

- **Housing Locator:** A real estate professional who is focused on obtaining housing connections and networking with the real estate community to rent to Shelter clients.
- **Housing Navigator:** Case managers that 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 finding housing (furniture, crisis planning, etc.) and transfer the case to a Housing Stabilization Case Manager.
- **Housing Stabilization Case Managers:** Provide case management once the individual is housed. They will be focused on ensuring that individuals retain housing, and will connect them to resources to ensure that the reason they were originally brought into homelessness is addressed.
- **Participant Advocates:** Will be on site during the day and swing shifts. They will handle all operational needs, and will be in charge of having housing-focused conversations with participants within their first 14 days.
- **Program Aides:** Will be operational oversight for the graveyard shift, and will be responsible for ensuring operational safety as well as updating all housing lists with new ads off Craigslist and other housing ads.

EXHIBIT "A-2"
SCOPE OF SERVICES
HOUSING-FOCUSED PROGRAM

The Shelter will achieve the following:

Planned Outputs:

1. Provide year-round shelter for a maximum of 213 individuals per night or 800 unique individuals per year. Shelter clients will be screened and registered at an off-site, central location.
2. Maintain a bed utilization rate at or above 95% (138 Coordinated Entry beds).
3. Maintain an average participant satisfaction rate at or above 85% (based on exit surveys).
4. Provide a safe and secure environment for individuals with the goal of moving them into housing as rapidly as possible.
5. Provide services in alignment with the City of Santa Rosa's Housing First approach to solving homelessness.

Planned Indicators:

1. 25% increase in housing placement rate comparing Fiscal Year 2016/2017 to Fiscal Year 2017/2018.
2. 75% of participants will retain housing (within Catholic Charities' programs).
3. 75% of people will retain or increase income after finding housing (within Catholic Charities' programs)
4. 20% of participants will be diverted to another housing option (temporary housing, transitional housing, staying or living with family or friends, safe haven, hotel/motel paid by voucher, etc.).
5. 10% decrease in average length of stay at Shelter.

EXHIBIT "C-2"
OPERATING BUDGET
HOUSING-FOCUSED PROGRAM

Uses:	
Salaries and Benefits	\$ 800,270.00
Utilities	\$ 57,000.00
Program Support Fee	\$ 126,333.00
Telecommunications	\$ 4,000.00
Supplies	\$ 134,425.00
Storage	\$ 6,000.00
Bathroom-shower Trailer	\$ 51,000.00
Insurance	\$ 5,000.00
Miscellaneous Expenses	\$ 26,803.00
Janitorial	\$ 38,500.00
Rapid Re-Housing	\$ 90,000.00
Contingency	\$ 10,000.00
TOTAL	\$ 1,349,331.00

EXHIBIT "E-2"
QUARTERLY STATUS REPORT
HOUSING-FOCUSED PROGRAM

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 July 1, 2017, and ending through the quarter for which the report is being submitted.

Agency Name: Catholic Charities of the Diocese of Santa Rosa
Program Title: Samuel L. Jones Hall Homeless Shelter
Term: July 1, 2017 to June 30, 2018

Reporting Due Dates and Period (please check only one):

Report	Due Date	Report Period Covered
<input type="checkbox"/> 1 st Quarter Rpt:	October 10 th 2017	July 1, 2017 – September 30, 2017
<input type="checkbox"/> 2 nd Quarter Rpt:	January 10 th 2018	July 1, 2017 – December 31, 2017
<input type="checkbox"/> 3 rd Quarter Rpt:	April 10 th 2018	July 1, 2017 – March 31, 2018
<input type="checkbox"/> 4 th Quarter Rpt:	July 10 th 2018	July 1, 2017 – June 30, 2018

1. Total Number of Unduplicated Participants Assisted (cumulative through report period and enter only numbers for only 1a OR 1b depending on your project):

1a. For projects serving only individuals **OR** families (households) enter the total number of unduplicated participants or families/households served (but not both):

_____ 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): _____

2. Please include narrative on your program's progress:

EXHIBIT "E-2"
QUARTERLY STATUS REPORT
HOUSING-FOCUSED PROGRAM

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

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

4. **RACE/ETHNICITY DETERMINATION;** The total number of participants shown in the first column below should equal the number of participants directly assisted in #3 above.

	<i>For the quarter</i>	<i>Cumulative to date</i>
RACE/ETHNICITY DATA	<i>(Total) No. of participants served</i>	<i>(Total) No. of participants served</i>
White		
Black or African American		
Asian		
Mexican/American Indian/Alaskan Native		
Native Hawaiian/Other Pacific Islander		
Mexican/American Indian or Alaska Native and White		
Asian and White		
Black/African American and White		
Mexican American Indian/Alaska Native & Black/African Am.		
Other multi-racial		
Total number assisted (must equal the total number of participants in Q #1 and #3 above):		
*this number should be equal to or less than the total # of participants served		

This report has been created using the project's HMIS data: _____ Yes _____ No

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

**EXHIBIT “E-2”
 QUARTERLY STATUS REPORT
 HOUSING-FOCUSED PROGRAM**

5. Performance Outcomes (CUMULATIVE):

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, 2017, through the reporting period.

Project Quantitative Measure Text	Actual Outcomes Achieved from July 1, 2017 through this report period
<ol style="list-style-type: none"> 1. Provide year-round shelter for a maximum of 213 individuals per night or 800 unique individuals per year. 2. Maintain a bed utilization rate at or above 95% (138 Coordinated Entry beds). 3. Maintain an average participant satisfaction rate at or above 85% (based on exit surveys). 4. 25% increase in housing placement rate comparing Fiscal Year 2016/2017 to Fiscal Year 2017/2018. 5. 75% of participants will retain housing (within Catholic Charities’ programs). 6. 75% of people will retain or increase income after finding housing (within Catholic Charities’ programs) 7. 20% of participants will be diverted to another housing option (temporary housing, transitional housing, staying or living with family or friends, safe haven, hotel/motel paid by voucher, etc.). 8. 10% decrease in average length of stay at Shelter. 	<p>Number who achieved Outcome(s):</p> <ol style="list-style-type: none"> 1) # served 2) Bed utilization rate % 3) Participant satisfaction rate % 4) # housed 5) Housing retention rate % 6) % retain or increase income 7) % diverted 8) Average length of stay

EXHIBIT "E-2"
QUARTERLY STATUS REPORT
YEAR-ROUND PROGRAM

6. Please complete the table below indicating the **CUMULATIVE** number of individuals assisted from July 1, 2017, through the reporting period.

Men	
Women	
Total	
Veterans	
Elderly	
Disabled	
Female Head of Household	
Last City of residence prior to entering the shelter?	
Sonoma Valley	
Petaluma	
Cotati	
Rohnert Park	
Santa Rosa	
Windsor	
Healdsburg	
Cloverdale	
Guerneville/West County	
Other/Sonoma County	
Out of County (SPECIFY)	
Out of State (SPECIFY)	
Other (SPECIFY)	

Signature: _____

Date: _____

Name: _____
(type/print)

Phone: _____

Title: _____