

AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND THE COUNTY OF SONOMA FOR
THE FUNDING OF OPERATIONS AT THE SAMUEL L. JONES HALL HOMELESS SHELTER
FOR 2021/2022

This agreement ("AGREEMENT") is made and entered into on _____, 2021, by and between the County of Sonoma, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and the City of Santa Rosa, a municipal corporation (hereinafter referred to as "CITY").

RECITALS

WHEREAS, COUNTY has previously supported the operation of Samuel L. Jones Hall Homeless Shelter ("SHELTER") year-round and winter shelter programs by entering into a series of funding agreements with CITY, including (1) an AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND THE COUNTY OF SONOMA FOR THE FUNDING OF OPERATIONS AT SAMUEL L. JONES HOMELESS SHELTER ("FUNDING AGREEMENT") on October 25, 2005, subsequently amended on August 7, 2007 and June 19, 2012 to extend the term of the FUNDING AGREEMENT; (2) an AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND THE COUNTY OF SONOMA FOR THE FUNDING OF A WINTER SHELTER PROGRAM AT SAMUEL L. JONES HALL HOMELESS SHELTER FOR 2016/2017 WINTER MONTHS ("WINTER SHELTER FUNDING AGREEMENT") on December 1, 2016; (3) an AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND THE COUNTY OF SONOMA FOR THE FUNDING OF OPERATIONS AT THE SAMUEL L. JONES HALL HOMELESS SHELTER FOR 2017/2018 ("2017/2018 FUNDING AGREEMENT"), dated December 12, 2017; (4) an AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND THE COUNTY OF SONOMA FOR THE FUNDING OF OPERATIONS AT THE SAMUEL L. JONES HALL HOMELESS SHELTER FOR 2018/2019 ("2018/2019 FUNDING AGREEMENT"), dated August 7, 2018; and (5) an AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND THE COUNTY OF SONOMA FOR THE FUNDING OF OPERATIONS AT THE SAMUEL L. JONES HALL HOMELESS SHELTER FOR 2019/2020 ("2019/2020 FUNDING AGREEMENT"), dated July 1, 2019.

WHEREAS, the FUNDING AGREEMENT committed COUNTY to support the operation of the year-round program ("YEAR-ROUND PROGRAM") at SHELTER in the amount of \$100,000 annually to partially offset the funding burden absorbed by CITY, subject to annual COUNTY budget appropriations and other conditions; and

WHEREAS, the WINTER SHELTER FUNDING AGREEMENT committed COUNTY to support the operation of a 50-bed winter shelter program ("WINTER SHELTER PROGRAM") at SHELTER by providing funding to CITY for one-half (50 percent) of costs in an amount not to exceed \$65,000; and

WHEREAS, the FUNDING AGREEMENT and WINTER SHELTER FUNDING AGREEMENT expired on June 30, 2017; and

WHEREAS, during Fiscal Year 2017/2018, the CITY and Catholic Charities of the Diocese of Santa Rosa, the operator ("OPERATOR") consolidated the YEAR-ROUND PROGRAM and WINTER

SHELTER PROGRAM into a year-round housing-focused shelter (“PROGRAM”), providing up to 213 beds; and

WHEREAS, during Fiscal Year 2020/2021, in response to the COVID-19 pandemic, the CITY constructed a new facility (SJH Annex) on the SHELTER property to restore 60 shelter beds lost due to social distancing requirements, which facility will be used as a Navigation Center to serve Sonoma County’s most vulnerable individuals experiencing homelessness; and

WHEREAS, the 2017/2018 FUNDING AGREEMENT, 2018/2019 FUNDING AGREEMENT, 2019/2020 FUNDING AGREEMENT, and 2020/2021 FUNDING AGREEMENT committed COUNTY to support the operation of the PROGRAM at SHELTER in the amount of \$255,000, \$90,000 of which was used specifically for rapid re-housing; and

WHEREAS, the 2017/2018 FUNDING AGREEMENT, 2018/2019 FUNDING AGREEMENT, 2019/2020 FUNDING AGREEMENT, and 2020/2021 FUNDING AGREEMENT expired on June 30, 2018, 2019, 2020, and 2021, respectively; and

WHEREAS, CITY entered into an AGREEMENT FOR THE OPERATION AND USE OF THE SAMUEL L. JONES HALL HOMELESS SHELTER HOUSING-FOCUSED PROGRAM (“OPERATING AGREEMENT”), dated _____2021 with OPERATOR for the period July 1, 2021 to June 30, 2022; and

WHEREAS, OPERATOR costs for operating the PROGRAM are estimated to be up to \$2,062,742; and

WHEREAS, CITY and COUNTY, in conjunction with funds provided through a grant by Community Foundation Sonoma County, have sufficient funds available to finance the operation of the PROGRAM.

NOW, THEREFORE, CITY AND COUNTY MUTUALLY AGREE AS FOLLOWS:

1. Obligations of CITY:

CITY shall reimburse OPERATOR for allowable costs incurred for operating the PROGRAM in an amount up to \$2,062,742, in compliance with the terms of the OPERATING AGREEMENT between CITY and OPERATOR.

2. Obligation of COUNTY:

COUNTY shall provide funding to CITY for the costs paid to OPERATOR for operating the PROGRAM in an amount not to exceed \$255,000, of which \$90,000 shall be used specifically for Housing Navigation and/or Housing Locator positions in connection with the recently constructed SJH Annex which will serve as a Navigation Center.

3. Invoices:

CITY shall provide COUNTY with a quarterly invoice and payment request for COUNTY's pro rata share of the OPERATOR's PROGRAM operating costs, along with documentation of such expenditures by OPERATOR. COUNTY shall reimburse CITY within 30 days of receipt of payment request. Reimbursement from COUNTY shall be credited to Key Number 340705.

4. Term of Agreement:

This AGREEMENT shall expire on June 30, 2022, unless extended by mutual written agreement of the parties.

5. Modifications:

No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a written document signed by the parties. COUNTY's Executive Director of the Sonoma County Community Development Commission and CITY'S Director of Housing and Community Services are authorized to make minor, non-substantive changes in the AGREEMENT upon mutual agreement and upon consultation with and approval by COUNTY Counsel and CITY Attorney.

6. Indemnity/Liability:

CITY agrees to accept responsibility for loss or damage to any person or entity, and to indemnify, hold harmless and release COUNTY, its officers, agents, and employees, from actions, claims, damages, disabilities or the cost of litigation that are asserted by any person or entity to the extent arising out of the negligent acts or willful misconduct in the operation of the PROGRAM, excepting only that arising from the sole active negligence or intentional misconduct of COUNTY.

7. 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 COUNTY wish to permit this Agreement and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either Party to this Agreement may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the Agreement. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective Agreement. The CITY reserves the right to reject any signature that cannot be positively verified by the CITY as an authentic electronic signature.

IN WITNESS WHEREOF, the parties hereto have hereunder set their names the day and year above written.

COUNTY OF SONOMA:

By: _____

Dave Kiff

Its: **Interim Executive Director**

CITY OF SANTA ROSA:

By: _____

Megan Basinger

Its: **Interim Director of Housing &
Community Services**

APPROVED AS TO FORM:

By: _____

Its: County Counsel

APPROVED AS TO FORM:

By: _____

Its: City Attorney