

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

This agreement ("AGREEMENT") is made and entered into on _____, 2019, 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; and 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.

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, the 2018/2019 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 2018/2019 FUNDING AGREEMENT expired on June 30, 2019; and

WHEREAS, CITY entered into a FIRST AMENDMENT TO AGREEMENT FOR THE OPERATION AND USE OF THE SAMUEL L. JONES HALL HOMELESS SHELTER HOUSING-FOCUSED PROGRAM (“OPERATING AGREEMENT”), dated July 1, 2019 with OPERATOR for the period July 1, 2019 to June 30, 2020; and

WHEREAS, OPERATOR costs for operating the PROGRAM are estimated to be up to \$1,349,331; 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 \$1,349,331, 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 rapid re-housing. Up to 50 percent (\$45,000) of the rapid re-housing funding may be used to reimburse OPERATOR for Housing Navigation and/or Housing Locator positions.

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, 2020, 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.

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

COUNTY OF SONOMA:

CITY OF SANTA ROSA:

By: _____

By: _____

Margaret Van Vliet

David E. Gouin

Its: **Executive Director**

Its: **Executive Director**

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____

By: _____

Its: County Counsel

Its: City Attorney