

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

This agreement (“AGREEMENT”) is made and entered into on December 12, 2017, 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; and 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; and

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, CITY entered into an August 29, 2017 agreement with Catholic Charities of the Diocese of Santa Rosa (“OPERATING AGREEMENT”), the operator ("OPERATOR") to consolidate the YEAR-ROUND PROGRAM and WINTER SHELTER PROGRAM into a 188-bed year-round housing-focused shelter (“PROGRAM”) for the period of July 1, 2017 to June 30, 2018; and

WHEREAS, OPERATOR costs for operating the PROGRAM are estimated to be up to \$1,069,714; and

WHEREAS, as part of its 2017/2018 supplemental budget process, the Sonoma County Board of Supervisors allocated \$90,000 for rapid re-housing funding to assist the PROGRAM; 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; and

WHEREAS, following the Sonoma Complex Fire, the American Red Cross operated emergency evacuation shelters throughout Sonoma County for fire victims, including at the Finley Community Center and the Sonoma County Fairgrounds, completing operations at these two sites on November 1, 2017.

WHEREAS, CITY and COUNTY desired to provide transitional shelter operations following completion of American Red Cross operations by securing the services of OPERATOR in exchange for a total of \$20,000 (\$10,000 from each party) to operate a consolidated transitional shelter for one week (TRANSITIONAL SHELTER) at Finley Community Center as part of 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 \$1,069,714, in compliance with the terms of the OPERATING AGREEMENT between CITY and OPERATOR for said purpose, which agreement shall be amended to reflect the increase in funding from COUNTY in the amount of \$90,000 resulting in a total of \$1,159,714. CITY shall reimburse OPERATOR for allowable costs incurred for operating TRANSITIONAL SHELTER as part of PROGRAM in an amount up to \$20,000, in compliance with the terms of the FIRST AMENDMENT TO GRANT AGREEMENT FOR HOMELESS OUTREACH SERVICES TEAM PROGRAM WITH CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA (FISCAL YEAR 2017/2018).

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, plus an additional \$10,000 shall be used for the costs of operating the TRANSITIONAL SHELTER as part of the PROGRAM for a total of \$265,000

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. CITY shall provide COUNTY with an invoice and payment request for the COUNTY's pro rata share of the OPERATOR's TRANSITIONAL SHELTER operating costs, along with documentation of such expenditures by OPERATOR, by December 31, 2017. COUNTY shall reimburse CITY within 30 days of receipt of payment request. Reimbursement from COUNTY shall be credited to Key Numbers 340705, 340701, and 340707.

4. Term of Agreement:

This AGREEMENT shall expire on June 30, 2018 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: _____
Its: _____

By: _____
Its: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Its: County Counsel

By: _____
Its: City Attorney

ATTEST:

City Clerk