

**GRANT AGREEMENT FOR
PUBLIC SERVICE PROVIDERS PROGRAM FUNDS
FAIR HOUSING ADVOCATES OF NORTHERN CALIFORNIA
(PO F001210/V071040)**

This Agreement is made this 1st day of July, 2025 by and between the **CITY OF SANTA ROSA** (City) and **FAIR HOUSING ADVOCATES OF NORTHERN CALIFORNIA**, a California non-profit corporation (Contractor).

RECITALS

- A. The Council of the City of Santa Rosa (Council) has determined that the Fair Housing Advocates of Northern California Program (Program) benefits the residents of Santa Rosa and meets the definition of Public Services under 24 CFR §570.201(e).
- B. In general, the Program, commonly known as Fair Housing, will provide comprehensive fair housing counseling and testing in Santa Rosa pursuant to the goals identified in the Countywide Assessment of Fair Housing (AFH), also called the 2024 Fair Housing Plan, including fair housing enforcement and education services and expertise on the U.S. Department of Housing and Urban Development's (HUD) Affirmatively Furthering Fair Housing (AFFH) rule.
- C. City wishes to fund the Program using local funds.
- D. The parties have negotiated upon the terms pursuant to which Contractor will administer and conduct 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 July 1, 2025 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 forty-five and no/100 Dollars (\$45,000) for

- the period of July 1, 2025, through June 30, 2026. The City's Chief Financial Officer is authorized to pay all proper claims from Key 340609/Fund 2130.
- 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 quarterly reports to City utilizing the Quarterly Status Report form in **Exhibit C**. The quarterly reports shall be submitted to City by July 15, October 15, January 15, April 15, and July 15 as more fully set forth in **Exhibit C**.

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.

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. Executive Order 11246 -- Employment and Contracting Opportunities

Executive Order 11246, as amended by Executive Orders 11375, 11478, 12086 and 12107, and all regulations pursuant thereto (41 CFR Chapter 60) states that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of Federal or Federally-assisted construction contracts and affirmative action shall be taken to ensure equal employment opportunity. Contractor will incorporate, or cause to be incorporated, into any contract for construction work or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal government or borrowed on the credit of the Federal government pursuant to a grant, contract, loan, insurance, or guarantee, the following equal opportunity clause.

G. 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.

H. 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.

I. 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.
 - E. In no event shall City be obligated to fund any part of this Agreement from City's own financial resources.

23. REMEDIES FOR NONCOMPLIANCE

- A. If Contractor materially fails to comply with any term of an award, whether stated in a Federal statute or regulation, an assurance, a notice of award, or elsewhere, City may take one or more of the following actions, as appropriate in the circumstances, and as per 2 CFR 200.338-200.342 - Remedies for Noncompliance:
 1. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;
 2. Disallow (that is, deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance);

3. Wholly or partly suspend or terminate the current award for Contractor's Program;
 4. Withhold further awards for the Program; or
 5. Take other remedies that may be legally available.
- B. Hearings, Appeals: In taking an enforcement action, City will provide Contractor an opportunity for such hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.
- C. Effects of Suspension and Termination: Costs incurred by Contractor during a suspension or after termination of an award are not allowable unless City expressly authorizes them in the notice of suspension or termination or subsequently. Other Contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by Contractor before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension: The enforcement remedies identified in this section, including suspension and termination, do not preclude Contractor from being subject to 2 CFR part 2424 (see 24 CFR §85.35).

24. 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.

25. 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:

Fair Housing Advocates of Northern California
1314 Lincoln Avenue, Suite A
San Rafael, California 94901

26. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

27. 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.

28. 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.

29. 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

Fair Housing Advocates of Northern California

By _____

Name: Azalea Renfield

Title: President

By _____

Name: Lisa Menucci

Title: Treasurer

Taxpayer ID # 68-0087976

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: Quarterly Status Report Form

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GRANT AGREEMENTS**

A. Insurance Policies: Contractor 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. 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.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor 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	Contractor 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 Contractor, 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.

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

EXHIBIT A: SCOPE OF SERVICES

FAIR HOUSING ADVOCATES OF NORTHERN CALIFORNIA FISCAL YEAR 2025/2026

Contractor will provide comprehensive fair housing counseling and testing in Santa Rosa pursuant to the goals identified in the Countywide Assessment of Fair Housing (AFH), also called the 2024 Fair Housing Plan, including fair housing enforcement and education services and expertise on HUD's Affirmatively Furthering Fair Housing (AFFH) rule. Contractor will affirmatively further fair housing and eliminate barriers to fair housing choice through its advocacy, intervention or counseling, preserving and extending the housing of residents and stabilizing their tenancy as well as ensuring access to and maintenance of affordable housing.

Comprehensive fair housing services to clients in all protected classes will include but not be limited to:

- Complaint intake, referral, testing, advocacy, mediation, and enforcement;
- Intake of fair housing inquiries (defined as specific fair housing complaints alleging discriminatory housing practices);
- Assistance to clients with disabilities in requesting reasonable accommodations, which are exceptions or changes to policies, practices, or services that are necessary to accommodate a tenants' disability related needs;
- Referral and representation of legitimate complaints to HUD's Fair Housing and Equal Opportunity (FHEO) or to the California Department of Fair Employment and Housing (DFEH);
- Recruitment and training of testers;
- Conducting testing investigations for housing discrimination complaints;
- Complaint solicitation through targeted outreach including bilingual (English/Spanish) social media ads;
- Education and distribution of fair housing information through social service providers;
- Coordination with other service providers to assess gaps in service as needed;
- Presentations to community-based agencies reaching staff and clients;
- Engagement in email marketing campaigns; place ads on social media sites; send PSAs to local radio and TV stations; and
- Revision, reprinting and distribution of bilingual literature on reasonable accommodations, the housing search and Sonoma County resources, and other fair housing protections.

Contractor will also provide the following services:

- Presentation of contractor's Fair Housing Law and Practice Seminars to public or private

- housing providers upon request (for a fee);
- Consultations and meetings with the Santa Rosa Housing Authority to discuss fair housing issues as needed;
- Send courtesy notifications to housing providers posting discriminatory advertisements on the Internet informing them of fair housing law;
- Partner with and refer clients to Disability Legal Services Center, Catholic Charities, Positive Images, California Rural Legal Assistance, Legal Aid of Sonoma County, and other local service agencies; and
- Provide advisory guidance on obligation to affirmatively furthering fair housing.

The Program will continue to prevent and reduce barriers to entry through the following:

- Use of Contractor's attorneys to represent clients through the HUD/DFEH complaint process which helps clients reach better settlements, preserves housing, improves housing conditions, and helps grant reasonable accommodations to disabled clients;
- Providing legal assistance at the intake stage to provide consistency of service for clients;
- Eliminate delays through in-house referrals;
- Investigate discriminatory practices through testing;
- Employment of bilingual staff members to provide multilingual counseling, education and outreach services;
- Collaborate with community-based organizations to provide in-person translation services and utilize the AT&T interpretation service to communicate in 175 languages not spoken by staff;
- Use of TDD relay service to communicate with deaf and hard-of-hearing clients;
- Assist individual people with disabilities with securing reasonable accommodations in housing and conduct testing designed to uncover discrimination against people with disabilities;
- As appropriate meet with clients at mutually agreed upon locations throughout Santa Rosa including the use of accessible office space at Disability Services Legal Center;
- Speak with clients outside regular office hours where needed; and
- Train investigators who will travel through Sonoma County to perform investigations as needed.

Utilizing funds provided under the Grant Agreement, Contractor will provide the following:

Planned outputs:

- 80 tenants will be provided with fair housing information, referrals, counseling, or other services such as testing or complaint representation;
- 10 individuals will be assisted or provide advice regarding reasonable accommodation requests;
- 15 new testers will be recruited/trained;
- 2 targeted fair housing ads in English and Spanish will be placed in social or print media; and

- 5 presentations to community-based agencies or Fair Housing Law & Practice seminars for housing providers will be provided.

Planned indicators:

- 50% of clients will be referred to partner organizations for non-fair housing related matters;
- 100% of appropriate complaints where properties have vacant units will be investigated and tested;
- 100% of legitimate complaints will be referred to HUD FHEO or DFEH; and
- Contractor will monitor internet rental sites for discriminatory language in rental listings and send courtesy notices to 100% of housing providers identified as posting such ads in order to educate them on fair housing laws.

EXHIBIT B: BUDGET

FAIR HOUSING ADVOCATES OF NORTHERN CALIFORNIA

FISCAL YEAR 2025/2026

Expenses	Budget Amounts
Salaries and Benefits	\$41,935
Professional Fees	\$1,500
Rent/Utilities	\$750
Supplies/Miscellaneous	\$490
Telecommunications	\$325
Total Contract Funds (Local)	\$45,000

**EXHIBIT C: QUARTERLY STATUS REPORT
FAIR HOUSING ADVOCATES OF NORTHERN CALIFORNIA**

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report. Reports may be submitted electronically. Submit all back-up data for numbers provided in reports. Each quarter should be reported cumulative (or for the quarter if requested below) beginning July 1st, and ending through the quarter for which the report is being submitted.

Agency Name: Fair Housing Advocates of Northern California Services: Fair Housing Advocates of Northern California Term: July 1, 2025 to June 30, 2026 Quarter: Q1: July 1, 2025 - September 30, 2025
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Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City.

1. Please include a brief narrative of 50 words or less on your program's progress:

--

2. Total Number of Participants Assisted (This Quarter & Cumulative)

INDIVIDUALS	THIS QUARTER	CUMULATIVE
Participants Served		

3. Race/Ethnicity Determination

Race/Ethnicity information must be collected from all participants.

RACE/ETHNICITY	CUMULATIVE
American Indian, Alaska Native, or Indigenous	
Asian or Asian American	
Black, African American, African	
Hispanic/Latina/e/o	
Middle Eastern or North African	
Native Hawaiian or Pacific Islander	
White	
Other multi-racial	
Client doesn't know	
Client prefers not to answer	
Total Persons	0

Total persons must match cumulative total unduplicated participants served.

4. Income Determination:

Income information must be collected from all participants.

INCOME LEVEL	CUMULATIVE
Below 30%	
31% to 50%	
51% to 80%	
Over 80%	
Total Persons	0

Total persons must match cumulative total unduplicated participants served.

5. Projected Outcomes

PROJECT QUANTITATIVE MEASURE TEXT	CUMULATIVE OUTCOMES ACHIEVED
80 tenants will be provided with fair housing information, referrals, counseling, or other services such as testing or complaint representation	
10 individuals will be assisted or provide advice regarding reasonable accommodation requests	
15 new testers will be recruited/trained	
2 targeted fair housing ads in English and Spanish will be placed in social or print media	
5 presentations to community-based agencies or Fair Housing Law & Practice seminars for housing providers will be provided	

5. Projected Outcomes

PROJECT QUANTITATIVE MEASURE TEXT	CUMULATIVE OUTCOMES ACHIEVED
50% of clients will be referred to partner organizations for non-fair housing related matters	# of clients referred to partner organizations for non-fair housing related matters
100% of appropriate complaints where properties have vacant units will be investigated and tested	# of appropriate complaints received where properties have vacant units
	# of those properties that were investigated and tested
100% of legitimate complaints will be referred to HUD FHEO or DFEH	# of fair housing complaints received
	# of those fair housing complaints determined to be legitimate
	# of those legitimate fair housing complaints referred to HUD FHEO or DFEH
Contractor will monitor internet rental sites for discriminatory language in rental listings and send courtesy notices to 100% of housing providers identified as posting such ads in order to educate them on fair housing laws	# of housing providers identified as posting discriminatory language in rental listings
	# of housing providers send courtesy notices to educate them on fair housing laws

N/A

N/A

N/A

N/A

Please write a brief summary on the services provided, including narrative on trainings, mediations, and outreach activities/presentations; the outcome of complaints referred to HUD/DFEH; and how the program activities specifically address the impediments and/or action plan identified in the AI:

Please include a brief summary of any specific feedback received from any clients during this quarter. Please include any response or anticipated changes in response to this feedback.

Report Completed By:

Full Name

Date

Title

Signature