

RESOLUTION NO. RES-2017-221

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA APPROVING A GRANT AGREEMENT BETWEEN THE CITY OF SANTA ROSA AND CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA FOR THE OPERATION OF HOMELESS SERVICES CENTER FOR THE PERIOD OF NOVEMBER 1, 2017 TO JUNE 30, 2018

WHEREAS, Catholic Charities of the Diocese of Santa Rosa (Catholic Charities) has operated the Homeless Services Center (HSC) for twenty-four years; and

WHEREAS, HSC is a multi-service, day center for persons experiencing homelessness in Sonoma County which provides showers, laundry, telephone, mail service, referrals, and shelter intake with the goal of exiting participants out of homelessness and into housing; and

WHEREAS, HSC is funded collectively by the City through its Public Services Program, administered by the Housing Authority of the City of Santa Rosa, the County of Sonoma, and through private donations; and

WHEREAS, in August 2017, the City launched the Homeless Encampment Cleanup Pilot Program (Pilot Program) to address the health, safety, and shelter needs of persons living in encampments, as well as to mitigate impacts to surrounding communities; and

WHEREAS, efforts are underway to address an encampment prioritized through the Pilot Program at the 101 underpasses, which include a strategy for the provision of shelter, housing, resources, and expanded services at HSC; and

WHEREAS, the existing Conditional Use Permit for HSC limits hours of operation to 6:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 2:00 p.m., 5 days a week (Monday through Friday); and

WHEREAS, Catholic Charities plans to extend operations by three hours each day to 5 p.m. which is allowed under the flexibility provided by Council's proclamation of local homeless emergency, approved August 9, 2016, by Resolution No. 28839, without the need for a formal modification to the Conditional Use Permit; and

WHEREAS, as part of the Fiscal Year 2017/2018 budget, Council approved \$250,000 appropriated from the \$3 million Housing Action Plan NOFA (Notice of Funding Availability from Fiscal Year 2016/2017) plus \$350,000 from unassigned General Fund Balance (Fiscal Year 2017/2018), for a total of \$600,000 (Expansion Funds), to expand homeless services; and

WHEREAS, \$496,911 of the Expansion Funds was allocated for the activation of an additional 50 beds at the Samuel L. Jones Hall Homeless Shelter, as part of the Pilot Program, resulting in a remaining a balance of \$103,089; and

WHEREAS, the City desires to enter into a new agreement in the amount of \$100,000 for the period of November 1, 2017 to June 30, 2018, to expand the hours of operation at HSC, as part of the Pilot Program.

NOW, THEREFORE, BE IT RESOLVED that the Council of the City of Santa Rosa approves the Grant Agreement for Homeless Services Center with Catholic Charities of the Diocese of Santa Rosa in an amount not to exceed \$100,000, for the period of November 1, 2017 to June 30, 2018, in substantially the same form as Exhibit A to the Resolution, subject to approval as to form by the City Attorney.

BE IT FURTHER RESOLVED by the Council that the City Manager, or designee, is authorized to execute the Agreement.

BE IT FURTHER RESOLVED that Council authorizes the Chief Financial Officer to pay all proper costs and claims for this contract out of Charge No. 340707, not to exceed \$100,000.

IN COUNCIL DULY PASSED this 14th day of November, 2017.

AYES: (7) Mayor Coursey, Vice Mayor Tibbetts, Council Members Combs, Olivares, Rogers, Sawyer, Schwedhelm

NOES: (0)

ABSENT: (0)

ABSTAIN: (0)

ATTEST: Stephanie A. Williams for City Clerk APPROVED: [Signature] Mayor

APPROVED AS TO FORM:  
[Signature]  
City Attorney

Exhibit A – Grant Agreement for Operation of Homeless Services Center with Catholic Charities of the Diocese of Santa Rosa

## GRANT AGREEMENT FOR OPERATION OF HOMELESS SERVICES CENTER

This Agreement is made this 14<sup>th</sup> day of November, 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).

### R E C I T A L S

- A. CONTRACTOR currently operates the Homeless Services Center (PROGRAM) which provides showers, laundry, telephone, mail service, and referrals for the most vulnerable homeless population, always with the aim of exiting participants out of homelessness and into housing.
- B. The Housing Authority of the City of Santa Rosa (AUTHORITY) entered into an agreement with CONTRACTOR for the administration of PROGRAM pursuant to that certain Grant Agreement for Public Service Provider Program Funds Catholic Charities of the Diocese of Santa Rosa CFDA #14.218 (AUTHORITY GRANT AGREEMENT), dated July 10, 2017, for the period July 1, 2017 to June 30, 2018 in the amount of \$102,520 (Federal Community Development Block Grant funds).
- C. Under the existing Conditional Use Permit (CUP), approved by the Planning Commission of the City of Santa Rosa on February 11, 2010 pursuant to Resolution No. 11505, PROGRAM hours of operation are limited to 6:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 2:00 p.m., 5 days a week (Monday through Friday).
- D. CITY may expand PROGRAM hours of operation 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 homeless crisis.
- E. CITY desires that CONTRACTOR expand PROGRAM hours of operation from 6:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 5:00 p.m., 5 days a week (Monday through Friday) to support CITY'S Homeless Encampment Cleanup Pilot Program which aims to address the health, safety, and shelter needs of persons experiencing homelessness and living in encampments as well as to mitigate impacts to the broader community.
- F. 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.

### A G R E E M E N T

#### 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 November 1, 2017 and end on June 30, 2018.

3. GRANT

A. Notwithstanding any other provision of this Agreement, PROGRAM funding from CITY to CONTRACTOR shall not exceed \$100,000.00. This amount is in addition to the funding (\$102,520) provided for under the AUTHORITY GRANT AGREEMENT. The CITY's Chief Financial Officer is authorized to pay all proper claims from Fund 1209 and Key 340707.

B. Payments by CITY to CONTRACTOR shall be made monthly in arrears on the basis of 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 the Department of Housing and Community Services or designee (DIRECTOR) will review each invoice and may deny reimbursement where: 1) an expenditure is questionable or improperly documented; or 2) CONTRACTOR has not provided PROGRAM services. Invoices submitted after 30 days shall include acceptable written justification for the delay:

C. In addition to the rights of CITY under subsection B, above, 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 binds 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 CITY may deem necessary, make available to their representatives for examination, all of CONTRACTOR'S 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. NONSOLICITATION 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.

### 14. 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.

### 15. 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.

CONTRACTOR shall undertake continuous quantitative and qualitative evaluation of the Scope of Services and shall make written monthly reports to CITY in compliance with the terms of the AUTHORITY GRANT AGREEMENT.

B. Responsibilities of CITY

CITY shall monitor and evaluate the PROGRAM.

C. Responsibilities of CONTRACTOR

CONTRACTOR shall submit monthly 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.

D. Homeless Management Information System

CONTRACTOR must be in good standing in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by CONTRACTOR into the Homeless Management Information System (HMIS), as defined by HUD, as a condition of funding under this Agreement. HMIS requirements are further described in Exhibit C.

16. ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement to a third party without the express written consent of CITY.

17. MODIFICATION

This Agreement shall not be modified except in writing executed by both parties. The DIRECTOR is authorized to approve and execute amendments to this Agreement on behalf of the CITY.

18. TERMINATION OF AGREEMENT

CITY may terminate this Agreement immediately for cause, which shall include as example but not as a limitation:

A. 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;

B. Failure to meet the performance standards contained in other sections of this Agreement;

C. Improper use or reporting of funds provided under this Agreement;

D. Suspension, termination or modification of any of the sources of funds upon which CITY planned to fund this Agreement;

E. 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.

F. In connection with the provisions of subsections D and E, 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 CITY 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.

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.

#### 19. 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.

20. 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:

Catholic Charities of the Diocese  
of Santa Rosa  
P.O. Box 4900  
Santa Rosa, California 95402

21. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

22. 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.

23. 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of this date and year first above written.

CONTRACTOR  
Catholic Charities of the Diocese  
of Santa Rosa

By [Signature]

Name Robert F Vasa

Title President

By [Signature]

Name MARILYN STUART

Title CFO

Taxpayer ID # 94-2479393

CITY OF SANTA ROSA  
A Municipal Corporation

By [Signature]

Title City Manager

ATTEST [Signature]  
City Clerk

APPROVED AS TO FORM

By [Signature]  
Office of the City Attorney

Attachments:

- Attachment One: Insurance Requirements
- EXHIBIT A: SCOPE OF SERVICES
- EXHIBIT B: BUDGET
- EXHIBIT C: HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

**ATTACHMENT ONE  
INSURANCE REQUIREMENTS**

**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. <b>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.</b>
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:**

- 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.

Form approved by the City Attorney 4-14-14

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 insured's 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**

### **HOMELESS SERVICES CENTER** (Catholic Charities of the Diocese of Santa Rosa)

Operate the PROGRAM from 6:00 a.m. to 11:30 a.m. and from 1:00 p.m. to 5:00 p.m., 5 days a week (Monday through Friday) to provide showers, laundry, telephone, mail service, information, and referrals for the most vulnerable homeless population, always with the aim of exiting participants out of homelessness and into housing. In coordination with the Coordinated Entry System (CES), Santa Rosa's and Sonoma County's centralized homeless shelter and housing intake, PROGRAM will serve as a CES intake point for those seeking homeless shelter and housing resources.

Staff will serve as the liaison between the community and the homeless population and respond to neighborhood issues such as loitering, vandalism, littering, or public intoxication. PROGRAM will continue to hold its targeted "Friday Outreach" effort weekly from 7AM – 8AM, which is open to all, but specifically targets homeless individuals and families who have yet to engage in housing services. PROGRAM will continue to serve as the hub for referral information and access to local community resources and to coordinate the Homeless Outreach Services Team (HOST) program for Santa Rosa.

Utilizing funds provided under AUTHORITY GRANT AGREEMENT plus this Agreement, CONTRACTOR shall provide the following:

Planned outputs include:

- 1,900 unduplicated individuals will utilize general services;
- 11,000 showers and 4,300 laundries measured by shower and laundry logs;
- 2,700 assessments/intakes completed for services like PROGRAM, Shelters, severe weather events, etc.;
- 600 referrals to CES; and
- 400 hours of PROGRAM operation.

PROGRAM will provide a system of care and support for homeless people which includes a safe, clean place to stay and referral to appropriate community resources. Planned indicators include:

- 100% of clients will complete intake with a trained homeless volunteer, measured by intake forms on file;
- 30% of previously unidentified homeless individuals who have not previously been enrolled in homeless services will be new to the homeless system of care; and
- 40% of clients will be referred to an enroll in CES, measured by CES intake.

**EXHIBIT B: BUDGET**

**HOMELESS SERVICES CENTER**  
(Catholic Charities of the Diocese of Santa Rosa)

<b>Expenses</b>	<b>Budget Amounts</b>
Salaries and Benefits	\$ 67,500
Storage Program	\$ 3,600
Utilities	\$ 13,500
Miscellaneous	\$ 6,265
Administrative	\$ 9,135
<b>Total Contract Expense</b>	<b>\$100,000</b>

## EXHIBIT C: HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS)

### HOMELESS SERVICES CENTER (Catholic Charities of the Diocese of Santa Rosa)

As stated more specifically in the Sonoma County Continuum of Care Homeless Management Information System Participant Agreement, CONTRACTOR must be in "good standing" in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by CONTRACTOR into the COMMISSION's Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

- A. **HMIS "Good Standing"**: Good Standing is defined as timely data entry, complete and accurate data reflective of the Client status at Intake, Update and Exit and adherence to the prevailing HMIS Data Standards.
1. **Timely data entry encompasses:**
    - a. Entry of data into EtO HMIS within five (5) business days of the event that generated by the data collection (i.e., Client Intake, Entry and Exit from Program, and required annual updates if Client is participating for longer than one year in the program) with the exception of services which may be bulk entered ten (10) days after month end.
  2. **Accurate and Complete Data:**
    - a. All homeless client data for Covered Homeless Organizations (CHO's) will be entered into the EtO HMIS.
    - b. 95% of all mandated data points are supplied (fields do NOT reflect a "Null", "Don't Know or Refused" OR "Data Not Collected" value).
    - c. The EtO Data Validation Report (required Quarterly Reporting for each homeless program) will reflect a 95% or higher data completeness and quality result at all times.
  3. **Data Collection Methodology:**
    - a. CONTRACTOR shall adhere to the prevailing federal HMIS Data Standards and Sonoma County HMIS Lead recommended program workflow(s) for each homeless program type.
- B. **User Training:** All Users of the HMIS will receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually. CONTRACTOR shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the EtO HMIS.
- C. **Required Quarterly Reporting:** CONTRACTOR shall use data from the following reports to inform their quarterly report submissions:
  - a. EtO Data Validation report with a data range from the start of the fiscal year to the end of the required report period (cumulative)
  - b. The 1-Sono – 0607-CDBG/CAPER (CDC Quarterly & Other Grant Reporting)
- D. **HMIS Financial Match and Other Financial Requirement:** CONTRACTOR agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. CONTRACTOR also agrees to provide the Commission with leveraging information within 30 days of request.
- E. **Homeless Count Participation:** CONTRACTOR will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Continuum of Care and HMIS Coordinators' requests for current and accurate information. CONTRACTOR will take part in biennial unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other CONTRACTOR resources available to support the Count commensurate to the size of the CONTRACTOR's homelessness program relative to the overall Sonoma County Continuum of Care program.