

**AGREEMENT FOR THE OPERATION AND USE OF THE  
SAMUEL L. JONES HALL HOMELESS SHELTER  
HOUSING-FOCUSED PROGRAM  
Catholic Charities of the Archdiocese of Santa Rosa**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the City of Santa Rosa, a municipal corporation ("City"), and Catholic Charities of the Diocese of Santa Rosa ("Contractor ") a California non-profit corporation, for the operation of the Samuel L. Jones Hall Homeless Shelter located at 4020 Finley Avenue (the entire structure, the Annex (as defined below) and surrounding property hereinafter referred to as the "Shelter").

**RECITALS**

- A. Under the existing Conditional Use Permit, approved by the Santa Rosa City Council ("Council ") on November 4, 2014, pursuant to Resolution No. 28577 (hereinafter referred to as "Conditional Use Permit" or "CUP"), Shelter occupancy is limited to 138 year-round beds ("Year-Round Program") plus a 50-bed winter shelter program ("Winter Shelter Program") between November and March, specifically located in the gymnasium portion of the shelter.
- B. During Fiscal Year 2017/2018, Council approved consolidation of the operations of the Year-Round Program and Winter Shelter Program, and increased occupancy by 25 beds from 188 year-round beds to 213 year-round beds ("Housing-Focused Program") 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.
- C. The Housing-Focused Program provides up to 213 beds for individuals prioritized by the Homeless Outreach Services Team (HOST) with beds designated for medical respite, public safety, and the Homeless Encampment Assistance Program or during emergent situations.
- D. During the Fiscal Year 2020/2021, Council approved the Samuel L. Jones Hall Homeless Shelter Annex (the "Annex"). The Annex provides up to 60 temporary emergency shelter beds and wrap-around services for persons experiencing homelessness. The Program was established to restore shelter bed capacity lost within the existing SJH facility to pre-COVID-19 levels while maintaining compliance with social distancing requirements.
- E. During Fiscal Year 2021/2022, the City issued a Request for Proposals (RFP) seeking proposals from qualified and experienced organizations for operation of the Shelter for Fiscal Year 2022/2023 and in subsequent years for up to five years total (Fiscal Year 2022/2023 through Fiscal Year 2026/2027). Following this process, Contractor was selected to continue as the operator of the Shelter.
- F. The Council of the City of Santa Rosa (Council) has determined that the Annex Program benefits the residents of Santa Rosa and meets the definition of Public Services under 24 CFR §570.201(e).

- G. City wishes to fund the Program, using Federal Community Development Block Grant (CDBG), Federal American Rescue Plan Act (ARPA) and local funds.
- H. City desires to retain the services of Contractor to operate the Housing-Focused Program at Shelter (including the Annex) pursuant to this Agreement.
- I. The Parties have negotiated upon the terms pursuant to which Contractor will provide such services and have reduced such terms to writing.

## **AGREEMENT**

NOW, THEREFORE, City and Contractor agree:

### **1. SCOPE OF SERVICE**

a. Contractor shall, in a manner satisfactory to City, perform the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. Contractor shall also comply with all requirements of the CUP issued by City for the operation of Shelter. A true and correct copy of the CUP is attached hereto as **Exhibit C** and incorporated herein by this reference.

b. Contractor shall adhere to all applicable requirements set forth and defined in 24 CFR § 85.20 and 24 CFR § 84.21-28 as amended by 24 C.F.R § 570.502. Contractor shall ensure its own compliance with Office of Management and Budget (OMB) Circulars A-110, A-122, 24 CFR § 570.502, revised Circular A-133, 2 CFR 200.303 - Internal Controls, and 2 CFR 200.327-328 - Performance and Financial Monitoring and Reporting.

c. Shelter shall be open 24 hours per day, seven days per week, 365 days per year.

d. Contractor shall be responsible for the routine maintenance of Shelter. Contractor shall also be responsible for maintaining Shelter grounds (entrances, exits, congregating areas, and the parking lots used by Shelter patrons) free of trash and debris and for making daily rounds to ensure that trash and personal items are not in the area.

e. Contractor shall comply with, and abide by, any and all provisions of any other agreements by which City allows use of Shelter and which are made known to the Contractor for that purpose. Contractor shall comply with all City ordinances including, but not limited to, City noise regulations.

f. Contractor shall provide a minimum of two representatives to participate in the Advisory Panel as required under the terms of the CUP.

g. Contractor shall meet with City staff to discuss Shelter operations on a regular basis. Contractor shall comply with any modifications of operational rules required by City to address any problems that arise in the operation of Shelter.

h. Contractor shall maintain the landscape around Shelter, which includes the mowing of grass. No alterations to the landscape may be made without the prior written approval of the City.

i. Contractor agrees to perform the Scope of Services set forth in **Exhibit A** in a manner that complies with all applicable local, federal and state laws, regulations and guidance, including, without limitation those related to COVID-19. Contractor agrees to monitor, implement and update operational protocols as necessary to manage necessary testing, social distancing, masking, vaccination and any other requirements or recommendations made by the City or County, as the same may change from time to time.

## **2. TERMINATION OF PRIOR AGREEMENTS; TERM OF THE AGREEMENT**

a. The initial term of this Agreement shall commence on July 1, 2022 and end on June 30, 2023 (Year One). The City will consider renewing the Agreement in subsequent years based on factors including Contractor performance and funding availability for the periods July 1, 2023 through June 30, 2024 (Year 2), July 1, 2024 through June 30, 2025 (Year 3), July 1, 2025 through June 30, 2026 (Year 4), and July 1, 2026 through June 30, 2027 (Year 5).

## **3. COMPENSATION**

City shall pay Contractor as follows:

a. Compensation for operations for the period July 1, 2022 to June 30, 2023 (Year One), shall be made in accordance with the Budget entitled "Operating Budget" attached hereto as **Exhibit B**, incorporated herein by this reference, and will be based upon actual expenditures and disbursements documented by Contractor. In no event shall City's funding obligation for Year One of the Agreement exceed \$2,128,742 for the Housing-Focused Program, and such funding shall be subject to approval of funding by the County of Sonoma ("County") and Community Foundation Sonoma County ("Community Foundation"), as funders of Shelter. In the event County or Community Foundation fails to approve funding or there is a reduction in anticipated funding, parties shall discuss the impact to the Scope of Services. City and Contractor intend to execute amendments to this Agreement to fund Shelter and to revise the Operating Budget for subsequent years while this Agreement is in effect, subject to the appropriation of funding by Council, County, and Community Foundation. Compensation will not exceed the budget set forth in **Exhibit B** unless a budget amendment is mutually agreed upon in writing by the City and Contractor, and provided to the and Community Foundation. Contractor may request modifications to the line items of the Operating Budget for review and approval by the Department of Housing and Community Services ("HCS") prior to the expenditure of funds detailed in the budget change. Funding provided for utilities may not be reallocated to assist with other Shelter expenses paid for by Contractor, unless otherwise approved in writing by City.

b. On or before the fifteenth of each month, Contractor shall submit a claim for payment for the preceding month to City. Each claim for payment shall include documentation of actual expenditures and disbursements including a complete Report of Cash Disbursements for the prior month. The claim for payment shall correspond to the objectives set forth in **Exhibit A**. A designee of HCS will review the claim for payment of cash disbursements and may withhold from the amount claimed any amount equal to any questionable expenditure. Any claim submitted after 30 days shall be accompanied by adequate written justification for the delay.

In the event that City's fiscal and program monitoring of Contractor's program indicates that Contractor is not fully performing the services set forth in **Exhibit A**, City reserves the right to reduce the amount of compensation accordingly unless performance is based on factors outside the control of Contractor, without waiving any other legal remedy because of Contractor's nonperformance.

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director of Housing and Community Services (Director) as per 2 CFR 200.308 - Revision of Budget and Program Plans - 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.

c. City's Chief Financial Officer is authorized to pay all proper claims in an amount not to exceed \$2,128,742 from Key 340705/Fund 1209 (\$1,415,331) and Key 42006/Fund 2282 (\$713,411) for the Housing-Focused Program.

#### **4. SHELTER RESIDENTS**

a. All residents of Shelter (herein after "Residents") must have pre-registered with Contractor and have been determined to be in good standing with Contractor prior to residing at Shelter. All Residents must agree to abide by the rules and procedures adopted by Contractor as specified in paragraph b, below.

b. Contractor shall develop rules of conduct by which Residents must abide and procedures to utilize when said rules are violated. Said rules and procedures shall be approved by HCS. All rules must comply with the provisions of the CUP. City may require that Contractor add additional rules or procedures that City, in its discretion, determines are necessary to address any problems that arise with operation of Shelter.

c. Residents are not allowed to have visitors at Shelter.

d. There shall be no more than one vehicle and/or bicycle per adult resident at Shelter. Residents shall also not be allowed to keep any non-operational or unregistered vehicles at the Shelter. All vehicles must be parked in identified parking spaces on paved surfaces only.

e. No alcohol or drugs without a valid prescription shall be allowed on Shelter grounds. No smoking shall be allowed inside Shelter. Contractor shall designate an outside smoking area that complies with any applicable Fire Codes and regulations and ensure that the area is maintained free of debris and trash.

f. Contractor shall advise Residents or persons denied access to Shelter that they are not to congregate in areas surrounding Shelter. Contractor shall regularly patrol the area surrounding Shelter to ensure that persons denied access to Shelter are not congregating in the neighborhood. Contractor shall regularly patrol the surrounding area one hour after closing of Shelter each morning to ensure that Residents are not congregating in the neighborhood.

g. No pets shall be allowed at Shelter.

h. Contractor shall comply with Title II of the American with Disabilities Act (ADA), which allows service animals.

i. Contractor shall notify City as soon as possible but no later than within twenty-four (24) hours of any incident in which a Resident sustains an injury at Shelter, a Resident causes any injury to any person or property either at Shelter or in the neighboring area, or the police or fire department is called to Shelter. Any statements made to the media regarding such incidents shall be coordinated with City.

## **5. SECURITY**

Contractor shall be responsible for the monitoring of Shelter, screening of incoming Residents, enforcing Shelter rules, and patrolling the perimeter of Shelter and the immediate vicinity.

## **6. PARKING**

Contractor shall be allowed to use the parking lots in the rear and on the west side of Shelter. The parking lot can accommodate a maximum of 67 vehicles which includes four spaces that have been designated to comply with ADA accessibility requirements. The designated spaces shall only be used by persons qualified to use said spaces under ADA regulations.

## **7. CONTRACTOR USE OF SHELTER**

Contractor Shelter. Use of Shelter for other purposes without the prior written approval of City shall constitute a default of this Agreement.

## **8. CITY USE OF SHELTER**

City and its designees shall have the right to utilize any meeting rooms, the kitchen, dining room, and multi-purpose room at Shelter during the hours that Shelter is not open or such other times as agreed to by Contractor, provided that said use does not interfere with operation Shelter.

## **9. BUILDING MAINTENANCE**

As set forth under Section 1.c., Contractor shall provide routine maintenance for Shelter. City shall provide at its cost any repairs to Shelter or structural maintenance that is necessary to keep Shelter operational. Contractor shall immediately report to City in writing any repairs or maintenance that are needed.

## **10. UTILITIES**

Contractor, as occupant of Shelter, shall be responsible for the payment of all utilities, excluding garbage, needed to operate Shelter and comply with all applicable ordinances, laws, and regulations.

## **11. DOCUMENTATION/RETENTION OF MATERIALS**

a. Contractor shall maintain adequate documentation to substantiate all reimbursement requests as required by Section 3 of this Agreement.

b. Contractor shall maintain all records related to the performance of this

Agreement, and shall allow City access to such records at all reasonable times during the term of this Agreement, and shall maintain all such records for a period of five (5) years following the termination of this Agreement.

## **12. PROGRAM MONITORING AND EVALUATION**

a. Contractor shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and the Community Development Block Grant regulations effective and efficient achievement of the Scope of Services set forth in Exhibit "A."

b. Contractor shall appoint a representative to be available to City for consultation and assistance during the performance of this Agreement.

c. 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 D**.

d. Contractor shall undertake continuous quantitative and qualitative evaluation of the Scope of Service as specified in the Agreement and shall make written quarterly reports to City utilizing the Quarterly Status Report in the form of Exhibit "E" for the HOUSING-FOCUSED PROGRAM. CONTRACTOR shall submit quarterly reports to CITY by October 10, January 10, April 10, and July 10, as more fully set forth in **Exhibit E**. The quarterly reports shall be compiled into an annual cumulative report submitted to City by Contractor at the end of the fiscal year, no later than July 31<sup>st</sup>, each year this Agreement is in effect. The cumulative report shall also include the following information:

- i. The number of clients with new or continuing access to the service or benefit provided;
- ii. The number of clients with improved access to the service or benefit provided;
- iii. The number of clients that receive the service or benefit that is no longer substandard; and
- iv. The number of beds created in overnight shelter or other emergency housing.

e. City shall have ultimate responsibility for overall project monitoring and evaluation.

f. Contractor shall provide evidence of client income and ethnicity in order to substantiate that the Program is operating in compliance with all regulations and circulars identified in Section 13 of this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by HUD, Contractor may be required to reimburse the City for funds that were expended on ineligible activities as identified in Community Development Block Grant regulations (24 CFR § 570).

## **13. FINANCIAL REQUIREMENTS/AUDITS/REPORTING**

a. Contractor shall be accountable to City for all City funds requested by and disbursed to Contractor 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. Contractor shall, at all times during normal business hours and as often as City, the State of California, the U.S. Department of Housing and Urban Development (HUD), and the Comptroller General of the United States may deem necessary, make available to their representatives for examination, all of Contractor'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. All costs are subject to the eligibility requirements of HUD.

c. Contractor shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996, revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and 2 CFR 200.514 - Audit Requirements. Audits performed outside the scope of the Single Audit Act or OMB A-133 shall be deemed ineligible costs under this Agreement. All audits performed are required to be submitted to City no later than 180 days after end of the Agreement term referenced in Section 13.

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. Any funds received as return of costs or as income generated from activities funded by the Agreement are the property of City and are to be transmitted to City promptly, unless there is a written agreement with City approving the use of these funds. Reimbursed costs or Program income shall be used to the advancement of additional funds pursuant to this Agreement and, further, shall be used for Community Development Block Grant (CDBG) program-eligible purposes.

i. Contractor shall adhere to all applicable requirements set forth and defined in 24 CFR § 85.20 and 24 CFR § 84.21-28 as amended by 24 C.F.R § 570.502. Contractor shall ensure its own compliance with Office of Management and

Budget (OMB) Circulars A-110, A-122, 24 CFR § 570.502, revised Circular A-133, 2 CFR 200.303 - Internal Controls, and 2 CFR 200.327-328 - Performance and Financial Monitoring and Reporting.

#### **14. CONFLICT OF INTEREST**

A. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36 (b)(3), no person who is an employee, agent, consultant, officer, or elected or appointed official of Contractor or a Program sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

B. No member of, or delegate to, the Congress of the United States shall be permitted to share, or take part in this Agreement or in any benefit arising therefrom.

C. No employee or officer of City, no member of Council, and no other public official of City who exercises any functions or responsibilities with respect to City's Public Service Providers Program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement. Employees of City may participate in this Program subject to waivers by HUD. Contractor shall be responsible for obtaining compliance with this provision.

D. Individuals associated with the Contractor's agency are prohibited from using positions with City for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly with those with whom they have family, business, or other ties.

E. 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.

F. Compliance with Lobbying Provisions: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the funds, Contractor agrees to the following provisions pursuant to the Housing and Community Development Act of 1992.

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan,

or cooperative agreement.

2. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.
3. Contractor shall require that the language of this section be included in all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.
4. Not more than one member of an immediate family shall be employed by Contractor or a component thereof directly or indirectly receiving HUD funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children, and parents (both legal parents and step-parents). If Contractor has any doubt as to its compliance with this requirement, it shall submit a written request to City for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, City shall have the right, upon discovering such noncompliance, to order Contractor to dismiss one or as many of its employees as are required to restore compliance with this requirement.

**15. RELIGIOUS ACTIVITY PROHIBITED**

Contractor agrees that the Grant Amount will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization per the federal regulations set forth in 24 C. F. R. 570.200(j).

**16. PUBLICITY**

Any publicity generated by Contractor for the work funded pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of City, the County, and Community Foundation in making the program possible. The words "City of Santa Rosa Public Service Providers Program", County of Sonoma, and Community Foundation Sonoma County" will be explicitly stated in any and all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles with respect to Program funded under this Agreement.

City staff shall be available whenever possible at the request of Contractor to assist Contractor in generating publicity for the program funded pursuant to this Agreement. Contractor further agrees to cooperate with authorized City officials and staff in any City-generated publicity or promotional activities undertaken with respect to this program.

**17. 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 annul this Agreement without liability or, at its discretion, to deduct from the compensation amount of this Agreement, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

## **18. 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 Program referred to in the Agreement, at any time during or after the Agreement period, all fixed assets purchased or acquired by Contractor excluding real property having a cost in excess of \$300.00 and usable life of three years or more, reverts back to City.

## **19. PUBLICATION RIGHTS AND 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.

- i. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study 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.
- ii. HUD 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.

## **20. 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") for 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, or agents, in said performance of services under this Agreement, excepting only liability arising from the sole 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.

## **21. 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 retains or utilizes any subcontractors or sub-consultants in the provision of any services to CITY 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 at **Attachment One**.

## **22. ASSIGNMENT**

Contractor shall not assign any rights or duties under this Agreement to a third party without the express written consent of City. Contractor agrees that prior to contracting for or otherwise engaging consultants or engineers for use or assistance in performance under this Agreement, the names shall be submitted to and approved by City.

## **23. TERMINATION**

a. This Agreement may be terminated by City upon ten (10) days written notice to Contractor from the Director of City's intent to terminate the Agreement.

b. Upon such termination, Contractor shall submit to City an itemized statement of services performed to the date of termination in accordance with Section 3 of this Agreement. Said services may include both completed work and work in progress at the time of termination. City shall pay Contractor for any such work for which compensation has not previously been made by City. City may require Contractor to complete the incomplete documents and Contractor shall deliver to City all documents in its possession. All documents shall be the property of City without additional compensation to Contractor.

c. 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;

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

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

f. Suspension, termination, or modification by HUD (or by any other entity or agency) of any of the grants upon which City planned to fund this Agreement;

g. 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.

h. In connection with the provisions of subsections D and E, above, Contractor understands that City has based its overall allocation of funds to Contractor and to other recipients on an assumed level of contribution from outside sources and 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 or reduce the amount of funding to be advanced to Contractor under this Agreement. There is no requirement that such reallocation and reduction, if any, be proportionate among the various recipients under contract with City. 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.

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

#### **24. 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:

i. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;

- ii. 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);
- iii. Wholly or partly suspend or terminate the current award for Contractor's Program;
- iv. Withhold further awards for the Program; or
- v. 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:

- i. 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
- ii. 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).

## **25. 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 HUD, State, and City from time to time prescribe.
- 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.

## **26. NOTICES**

Except as otherwise specifically provided in this Agreement, any notice,

submittal or communication required or permitted to be served on a party, 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, and addressed as indicated below, and depositing in the United States mail to:

CITY:  
City of Santa Rosa  
Department of Housing and Community  
Services  
90 Santa Rosa Avenue  
Santa Rosa, CA 95404  
707-543- 3315

CONTRACTOR:  
Catholic Charities of the Diocese  
of Santa Rosa  
P.O. Box 4900  
Santa Rosa, CA 95402  
707-528-8712

**27. INDEPENDENT CONTRACTOR**

The parties intend that Contractor, in performing the services 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 shall not 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.

**28. 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 in respect of all promises and agreements contained herein.

**29. ENTIRE AGREEMENT**

This Agreement is the entire agreement between the parties.

**30. 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 City.

**31. HOMELESS COUNT**

Contractor will take part in annual unsheltered Homeless Count by assigning staff to assist in Count processes 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.

**32. 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; and 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.

### **33. POSSESSORY INTEREST**

This Agreement may create a possessory interest subject to property taxation. Contractor may be subject to the payment of property taxes levied on the interest.

### **34. FAIR HOUSING AND EQUAL OPPORTUNITY CERTIFICATIONS**

#### **a. Civil Rights Act of 1964 (Title VI)**

Title VI of the Civil Rights Act of 1964 (42 USC 2200d *et seq.*; PL 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 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 USC 3601-3620; PL 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 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 USC 6101 *et seq.*) or with respect to an otherwise qualified handicapped person as provided in Section 504 of the Rehabilitation Act of 1973 (29 USC 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 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 Contractor 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. 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, but not limited to Rehabilitation Act of 1973 (29 USC 794), and the Americans with Disabilities Act (ADA) of 1990 (42 USC 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.

g. 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.

h. 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.

**35. SUBCONTRACTS**

a. Any subcontract funded under this Agreement shall be submitted to the Director for review and approval prior to its execution.

b. In the event Contractor is a private nonprofit or neighborhood based nonprofit organization, or a local development or small business investment corporation, Contractor is required to comply with the procurement procedures of OMB Circular A-122 (incorporated herein by reference) and 2 CFR 200.317-200.326 - Procurement Standards for the procurement of supplies and services in connection with activities funded under this Agreement.

c. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement, including Appendix II of 2 CFR, Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

**36. 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 the Contractor, its employees, agents, or assigns will be deemed a material breach of this Agreement.

**37. 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.

**38. FEDERAL PROVISIONS**

CONTRACTOR shall comply with the provisions in **Exhibit F** to this Agreement. In the event of a conflict between any provision in **Exhibit F** and any other provision of this Agreement, the more stringent provision shall control and prevail.

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

**CONTRACTOR**

Catholic Charities of the Diocese of Santa Rosa

By \_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Taxpayer ID

# \_\_\_\_\_

By \_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

**CITY OF SANTA ROSA**

A Municipal Corporation

By

\_\_\_\_\_

Name: Megan Basinger

Title: Director of Housing and Community Services

ATTEST \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM

By \_\_\_\_\_  
Office of the City Attorney

Attachments:

Attachment One – Insurance Requirements

Exhibit A – Scope of Services

Exhibit B – Operating Budget

Exhibit C -- Conditional Use Permit

Exhibit D – HMIS Requirements

Exhibit E – Quarterly Status Report

Exhibit F – Federal Provisions

**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.

<b>Insurance</b>	<b>Minimum Coverage Limits</b>	<b>Additional Coverage Requirements</b>
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:**

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

### SAMUEL L. JONES HALL HOMELESS SHELTER SAMUEL L. JONES HALL HOMELESS SHELTER ANNEX (Catholic Charities of the Diocese of Santa Rosa)

The Samuel L. Jones Hall Homeless Shelter (Shelter) is a housing-focused, low-barrier shelter providing up to 213 year-round beds in alignment with the City of Santa Rosa's (City) Housing First Strategy. The overarching goal of the Shelter is to transition persons experiencing homelessness into housing as rapidly as possible in order to reduce the negative impacts of homelessness on the individual and the community. The Shelter provides lifeline support and client engagement as participants pursue housing. In addition to emergency services, clients access programs, including health and public benefits that can assist clients in their efforts to secure and retain stable housing. The total 213-beds are prioritized by the Homeless Outreach Services Team (HOST) with beds designed for medical respite, public safety, and the Homeless Encampment Assistance Program (HEAP) or during emergent situations.

In conjunction with the Shelter, the Samuel L. Jones Hall Shelter Annex (Annex), a separate facility constructed in 2020, provides up to 60 emergency shelter beds and wrap-around services for persons experiencing homelessness. These 60 beds are part of the total 213 year-round beds provided on-site, restoring the shelter bed capacity that was lost due to social-distancing restrictions during the Covid-19 pandemic; and are prioritized for individuals identified through HEAP or during emergent situations. HEAP employs a multi-disciplinary team focused on a compassionate approach to address the health, safety, and shelter needs of persons living in encampments and to ease impacts to surrounding communities. Any open beds after those prioritized for HEAP will default to individuals with the highest vulnerability on the Shelter's waiting list in conjunction with HOST's prioritization.

The Shelter staffing model will include the following positions to ensure a housing-focused intervention:

- **Housing Locator**: A real estate professional who is focused on obtaining housing connections and networking with the real estate community to rent to Shelter clients.
- **Housing Navigator**: Case managers who will be singularly focused on obtaining housing for those on their caseloads. Once they help the individual obtain housing, they will then prepare them for a successful transition into housing (furniture, crisis planning, etc.) and transfer the case to a Housing Stabilization Case Manager.
- **Housing Stabilization Case Managers**: Provide case management once an individual is housed. The Housing Stabilization Case Manager will be focused on ensuring that individuals retain housing and will connect them to resources to ensure that the reason they were originally brought into homelessness is addressed.
- **Participant Advocates**: Participant Advocates will be on site 24 hours a day. They will handle all operational needs and will be responsible for having housing-

focused conversations with participants within their first 14 days. Participant Advocates will be responsible for ensuring operational safety as well as updating all housing lists with new ads off Craigslist and other housing ads.

The Shelter will achieve the following planned outputs and indicators.

### **Planned Outputs**

1. Provide year-round shelter for a maximum of 213 individuals per night, or 700 unique individuals per year. Shelter clients will be screened and registered at an offsite central location.
2. Maintain a bed utilization rate at or above 95% for those beds not prioritized for medical respite, public safety, and HEAP.
3. Provide a safe and secure environment for individuals with the goal of moving them into housing as rapidly as possible.
4. Provide services in alignment with the City's Housing First approach to solving homelessness.

### **Planned Indicators**

1. Increase in housing placement rate comparing Fiscal Year 2021/2022 to Fiscal Year 2022/2023.
2. Maintain decreased average length of stay at Shelter comparing Fiscal Year 2021/2022 to Fiscal Year 2022/2023.
3. 20% of participants will be diverted to temporary housing (emergency shelter, transitional housing, staying or living with family or friends, safe haven, hotel/motel paid by voucher, safe parking, etc.).
4. 20% of participants will exit to permanent housing. Of the housed cohort that Contractor can track through agency-specific Homeless Management Information System (HMIS):
  - a. 85% will retain housing, measured at six and twelve months
  - b. 75% will retain or increase income

At a minimum, outcomes should meet or exceed the Sonoma County Continuum of Care (CoC) system performance measures.

**EXHIBIT B: BUDGET**

**SAMUEL L. JONES HALL HOMELESS SHELTER**

(Catholic Charities of the Diocese of Santa Rosa)

<b>Fiscal Year 2022/2023 Operating Budget</b>	
<b>Expenses</b>	<b>Budget Amounts</b>
<b>CDBG Funds</b>	
Salaries	\$471,800
Benefits	\$137,470
Utilities	\$32,800
Indirect Costs @ 10%	\$71,341
<b>Total CDBG Funds</b>	<b>\$713,411</b>
<b>Local Funds/ARPA Funds</b>	
Salaries and Benefits	\$695,785
Salaries and Benefits – Housing Navigation/Location Staff	\$90,000
Telecommunications	\$18,000
Supplies	\$66,426
Storage	\$7,500
Insurance	\$5,000
Miscellaneous Expenses	\$30,000
Janitorial	\$63,300
Utilities	\$49,200
Security	\$121,720
Portable Toilets/handwashing stations	\$66,000
Indirect Costs @ 10%	\$134,933
Contingency	\$67,467
<b>Total Local Funds</b>	<b>\$1,415,331</b>
<b>Total Contract Expenses</b>	<b>\$2,128,742</b>

**EXHIBIT C**  
**CONDITIONAL USE PERMIT**  
RESOLUTION NO. 28577

RESOLUTION OF THE COUNCIL OF THE CITY OF SANTA ROSA MAKING FINDINGS AND DETERMINATIONS AND APPROVING A CONDITIONAL USE PERMIT FOR THE SAMUEL L. JONES HALL HOMELESS SHELTER EXPANSION - LOCATED AT 4020 FINLEY AVENUE - FILE NUMBER CUP14-065

WHEREAS, an application was filed with the Department of Community Development requesting the approval of a Conditional Use Permit for the Samuel L. Jones Hall Homeless Shelter expansion, to be located in the northeast corner of 4020 Finley Avenue, also identified as Sonoma County Assessor's Parcel Number(s) 035-141-013; and

WHEREAS, on November 4, 2014 the Council held a duly noticed public hearing on the application at which all those wishing to be heard were allowed to speak or present written comments and other materials; and

WHEREAS, the City Council has considered the application, the staff reports, oral and written, the General Plan and zoning on the subject property, the testimony, written comments, and other materials presented at the public hearing; and

WHEREAS, the project has been found consistent with the requirements of the California Environmental Quality Act and has been determined to qualify for a Class 1 Categorical Exemption under Section 15301, in that the project consists of an expansion of services within an existing structure of a parcel with no significant effects to traffic, noise, air quality, or water quality on a site adequately served by City services. Further, the project has been found to be consistent with the City of Santa Rosa General Plan 2035 EIR and land use provisions meeting the requirements of CEQA Guidelines Section 15183.

NOW, THEREFORE, BE IT RESOLVED, that after consideration of the reports, documents, testimony, and other materials presented, and pursuant to City Code Section 20-52.050 (Conditional Use Permit), the Council of the City of Santa Rosa finds and determines:

- A. The proposed homeless shelter use is allowed within the applicable zoning district in that transitional housing is permitted in all zoning districts subject to Conditional Use Permit approval and the proposed use complies with all other applicable provisions of the Zoning Code and the City Code; and
- B. The proposed use is consistent with the General Plan and any applicable specific plan in that the General Plan Housing Element encourages the distribution of homeless services throughout the City and this site was specifically identified as an appropriate location by the City of Santa Rosa General Plan; and

- C. The design, location, size, and operating characteristics of the proposed activity, as conditioned, would be compatible with the existing and future land uses in the vicinity; and
- D. The site is physically suitable for the type, density, and intensity of use being proposed, including access, utilities, and the absence of physical constraints; and
- E. Granting the permit would not constitute a nuisance or be injurious or detrimental to the public interest, health, safety, convenience, or welfare, or materially injurious to persons, property, or improvements in the vicinity and zoning district in which the property is located.

BE IT FURTHER RESOLVED that this Conditional Use Permit is subject to all applicable provisions of the Zoning Code, including Section 20-54.100 (Permit Revocation or Modification).

BE IT FURTHER RESOLVED that a Conditional Use Permit for the Samuel L. Jones Hall Homeless Shelter Expansion, to be located at 4020 Finely Avenue, is approved subject to all applicable provisions of the Zoning Code, and to each of the following conditions:

## **DEPARTMENT OF COMMUNITY DEVELOPMENT**

### **GENERAL:**

1. The Conditional Use Permit shall allow the expansion of the existing homeless shelter from 120-beds to 138-beds and to further allow the additional use of the facility as a winter shelter during the months of November through March with up to 50 beds, as described in the project description included in the application.
2. Compliance with the latest adopted ordinances, resolutions, policies, and fees adopted by the City Council at the time of building permit review and approval. All fees must be paid prior to issuance of a building permit.
3. All work and occupancy shall be (done) according to the final approved plans dated August 13, 2014.

### **EXPIRATION AND EXTENSION:**

4. This Conditional Use Permit shall be valid for the duration of use. If the approved use has not commenced within two (2) years from date of approval, this approval shall automatically expire and shall be invalid unless an application for extension is filed prior to expiration.

## **BUILDING DIVISION**

5. The project is subject to the accessibility requirements in California Building Code Chapter 11A. A building permit is required for all interior and exterior changes or for any change of occupancy from one building code group to another.
6. Comply with all Federal, State and local codes, disabled access included.
7. A building permit is required for any on-site demolition, construction or change of occupancy.

## **PLANNING DIVISION:**

8. Any future additions, expansions, remodeling, etc., will be subject to review and approval of the Planning Division.
9. Compliance with City Graffiti Abatement Program Standards for Graffiti Removal (City Code 10-17.080).
10. All outdoor storage of materials or refuse bins/cans shall be maintained within a completely screened structure or out of site location.
11. **PARKING LOT AREA:**
  - A. No more than one vehicle per adult resident shall be allowed onsite. Sufficient parking shall be provided on a flexible basis to accommodate all on site uses including residents, staff, law enforcement, and emergency vehicles. Non-operational and unregistered vehicles shall not be kept on site.
  - B. The parking lot shall be striped according to City standards and all handicapped and compact spaces shall be identified and marked accordingly.
  - C. Bicycle parking shall be provided in accordance with Zoning Code requirements. The location and number of spaces shall be shown on the site plan submitted for issuance of a building permit.

## **NATURAL RESOURCES:**

12. All mitigation requirements placed on the original conditional use permit approval are still valid and must be maintained as a part of this decision. These include, but are not limited to:

- A. Any permanent night lighting necessary for site safety and building access at Samuel L. Jones Hall shall be down-directed and shielded to reduce glare to adjacent homes; and
  - B. To prevent California Tiger Salamanders from migrating from the adjacent protected habitat area to either parking lot, a barrier will be incorporated into the fence separating the protected habitat area from the developed portion of the property. In addition, a barrier will be placed along the northern and western boundary of the protected habitat area, to prevent salamanders from entering Finley Avenue and South Wright Road from the protected habitat area. Ideally, both barriers will allow entry into the protected habitat area, but not let salamanders re-enter parking lots or the roadway. Migration between the protected area and areas to the south and southwest will not be impeded. Barrier fencing construction and final placement will be as recommended by the U.S. Fish and Wildlife Service.
- 13. Mitigation requirement. The City's approval or permit is valid only if the applicant, its successors, heirs, assigns or transferees, comply with the terms, conditions and mitigations set forth in any clearance, permit, or approval.
  - 14. Power to stop work if violation occurs. Nothing in this approval shall prevent the City of Santa Rosa from exercising its power to stop work in instances where a violation of state or federal law is brought to the City's attention.
  - 15. No building or grading permit of any type shall be issued by the City until a required federal or state, as applicable, clearance or authorization, with or without conditions, has been filed with the City.

## **FIRE DEPARTMENT**

- 16. Aisles and exiting requirements shall be maintained per current Building and Fire Codes.
- 17. An approved UL rated fire extinguisher shall be provided for each 3,000 square feet or fraction thereof.
- 18. Comply with Group R-1 occupancy requirements of the CA Fire Code (CCR Title 24, Part 9), California Building Code (CCR Title 24, Part 2) and CCR Title 19 Public Safety.
- 19. Verify (or provide) the Dormitory, hallway and corridors of the egress system for the Dormitory are equipped with automatic smoke detection connected to the fire alarm panel.
- 20. Provide audible and visual fire alarm notification (horns/strobes) in the Dormitory including "visible alarms" per CA Fire Code 907.5.2.3.3.

21. Verify (or modify to provide) “quick response” residential fire sprinkler heads in the Dormitory.
22. Provide Fire Safety & Evacuation Plan per CA Fire Code Section 404.
23. Deferred construction permits include fire alarm modification and fire sprinkler modification. Annual operation permit (residential) at Fire will need to be increased to accommodate the additional occupants.

## **POLICE DEPARTMENT**

24. Office space shall be provided to accommodate up to six police department employees.
25. The Police Department may use the assembly room/gymnasium, as coordinated with the shelter operator for meetings and/or training.

## **SHELTER PROGRAMS**

26. A maximum of 138 people may be housed as part of normal shelter operations.
27. Shelter occupancy may be increased by 50 additional beds between the months of November and March to address cold weather situations.
28. Individuals accessing the cold weather shelter beds must adhere to the shelter intake protocols, including off-site shelter registration and shuttling to the winter shelter.
29. Shower and restroom facilities must be provided to all permanent and winter shelter residents on a daily basis. Provision of these facilities may be accommodated through off-site or portable facilities, operational or programmatic measures or other means identified and established by the operator. Shelter staff is required to facilitate access to restroom and shower facilities through staggered schedules, program agendas or other operational criteria that ensures equal access to personal hygiene facilities for all residents.
30. The permanent shelter may be operated 365 days a year, up to 24 hours a day. The Winter Shelter may only operate from 6 p.m. to 8 a.m., during the months of November thru March.
31. The operator shall provide adequate staff coverage, including security and management staff, to ensure the safety of the shelter residents and the well-being of the neighborhood. Coverage refers to paid operator staff. Volunteers can supplement, but not replace, paid agency staff.
32. The shelter may serve single adults and families with minors.
33. Maximum length of stay is limited to 180-days.

34. Use of illicit drugs and all alcohol is strictly prohibited on-site.
35. Smoking is prohibited in the building and must be confined to a designated outdoor smoking area. Shelter operator shall ensure that residents comply with the City's smoking ordinance as may be amended from time to time.
36. The operator shall ensure strict adherence to noise codes between the hours of 10 pm to 7 am.
37. The facility shall be clean and well maintained at all times. Residents, under supervision, may perform light maintenance and housekeeping. All facility upkeep shall be performed by qualified personnel and in strict accordance with governing codes.
38. The operator will conduct daily rounds of the surrounding neighborhood for removal of litter, debris and any personal items left by shelter residents.
39. An advisory panel must be maintained for the duration of the use. The advisory panel shall include, at a minimum, shelter operation staff, resident representatives, a police department representative, neighborhood representatives, and a City Department of Economic Development and Housing staff person. This panel shall meet regularly to review operations, provide advice to the operator regarding these operations, and to provide opportunities for the community and the neighborhood to constructively participate in establishing and improving operations.
40. Individual shelter residents must be 18 years of age or older or legally emancipated by the courts. A parent or a legal guardian must accompany all minors. The shelter operator, in cooperation with the Police Department and with input from the advisory panel, shall develop rules of conduct and standards for admission to the shelter prior to commencement of operation. Shelter residents must agree to comply with rules and procedures.
41. Shelter residents must be pre-registered and in good standing with the recognized service provider prior to reside in the shelter.
42. Health and safety of the shelter residents and surrounding neighborhood are primary concerns. Threatening or abusive behavior will not be tolerated in the shelter. Police shall be notified if individuals on shelter property or near the shelter exhibit threatening or endangering behaviors. The operator shall develop, in concert with the advisory panel, the plan and protocols to follow for responding to those not able to live within the shelter's rules or who are otherwise ill-suited for the program.
43. Recognizing that the incidence of serious mental illness, chemical dependence, and other social and public health problems run high in homeless populations, the operator will establish formal linkages with existing service agencies to connect those services to shelter residents.

44. The evening curfew shall be no later than 10 pm. Exceptions to the stated curfew will be granted by operator to accommodate individuals who work swing or late shifts or for other, similar and compelling reasons.
45. The shelter operator shall be responsible for facility surveillance, screening of all incoming residents for weapons, and assisting in enforcing facility rules as requested by the shelter operation staff.
46. The operator will promptly bring law enforcement matters to the attention of the Santa Rosa Police Department. Communication protocols between the operator and the Police Department shall be worked out and maintained to the satisfaction of the advisory panel and the City of Santa Rosa staff. Santa Rosa Police Department will incorporate increased law enforcement patrol and walk-throughs of the shelter and its immediate surroundings to the extent possible.
47. The operator will be pro-active in communicating with the greater community, especially the immediately surrounding neighborhood and will provide all interested parties with clear instruction and information about contacting the operator with complaints, questions, or concerns regarding shelter operations.
48. The operator shall ensure facility rules are followed. Hourly walk-throughs to insure no emergency situations go untreated shall be done by operator staff.
49. The shelter operator shall maintain adequate facilities for storage of residents' personal belongings. Storage of bicycles and other items that are kept outside shall be placed out of public view. The shelter operator and City staff shall develop rules governing storage of personal property.
50. No open fires or outdoor cooking by shelter residents is allowed.
51. The shelter operator shall patrol in the vicinity of the shelter as needed to ensure that individuals are not loitering in the neighborhood.
52. The shelter operator shall meet with City staff on a regular basis to discuss facility operations. Modifications of operational rules to address problems with the facility shall be at the discretion of City staff.
53. Landline phone service must be maintained by the shelter operator and be used for shelter staff only. An additional emergency phone must be available to sleeping area.
54. The shelter operator must ensure facility grounds are adequately maintained and free of trash and debris.
55. The shelter operator shall be responsible for the towing of unauthorized or abandoned vehicles on the shelter property.

56. The contract language with the shelter operator shall provide for revocation terms for non-performance or failure to adhere to conditional use provisions.

57. No pets shall be kept on shelter property.

NOW, THEREFORE, BE IT RESOLVED, that the Council of the City of Santa Rosa finds and determines this entitlement to use would not be granted but for the applicability and validity of each and every one of the above conditions and that if any one or more of the above said conditions are invalid, this entitlement to use would not have been granted without requiring other valid conditions for achieving the purposes and intent of such approval.

IN COUNCIL DULY PASSED this 4th day of November, 2014.

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST: \_\_\_\_\_

APPROVED: \_\_\_\_\_

City Clerk

Mayor

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## EXHIBIT D: Homeless Management Information System (HMIS)

### SAMUEL L. JONES HALL HOMELESS SHELTER

(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 Sonoma County Community Development Commission’s (Commission) 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 I-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.

**EXHIBIT E: QUARTERLY STATUS REPORT**  
**SAM JONES HALL HOMELESS SHELTER AND ANNEX**  
(Catholic Charities of the Diocese of Santa Rosa)

Reporting is required as a condition of funding. The CITY will receive quarterly updates based on the information provided in this report (and for HMIS participants as it compares to the HMIS reports). Reports may be submitted electronically.

Each quarter should be reported **cumulative** (or for the quarter if requested below) beginning July 1, 2021, and ending through the quarter for which the report is being submitted.

Agency Name: Catholic Charities of the Diocese of Santa Rosa  
Program Title: Samuel L. Jones Hall Homeless Shelter and Annex  
Term: July 1, 2022 to June 30, 2023  
QUARTER: Q1 JULY 1, 2022 - SEPTEMBER 30, 2022  
REPORTING DUE DATE: October 10, 2022

**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. Total Number of Unduplicated Participants Assisted**

(Cumulative through report period. Enter numbers for only 1a **OR** 1b depending on your project):

1a. For projects serving only individuals **OR** only families (households) enter the total number of unduplicated participants **OR** families/households served (but not both). Enter "0" in the other box.

Individuals (singles)                      **OR**                       Families (households)

1b. For projects serving **both** individuals (singles) AND family (households) enter the total number of participants (singles + all household members) served (enter one number only):

Individuals AND Families

Total # of Unduplicated Participants Assisted                     

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

**3. INCOME DETERMINATION:**

Complete the table below indicating the total number of participants assisted for the QUARTER and CUMULATIVE TO DATE. For each year in which ANY grant funds were expended, direct benefit data will be required for the entire year.

Number of Participants Directly Assisted

	Below 30% (Extremely Low)	31% to 50% (Very Low)	51% to 80% (Low Income)	Over 80% (Non-low Moderate)	Total No. of Participants Assisted
For the Quarter					0
Cumulative to Date	0	0	0	0	0

4. RACE/ETHNICITY DETERMINATION:

Race/Ethnicity information must be collected from all participants. The total number assisted for the quarter and year to date must match the totals in #3. The total number of people served in Question #1.

RACE/ETHNICITY DATA	FOR THE QUARTER			YEAR TO DATE		
	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses	# Hispanic/ Latino	# Non Hispanic/Latino	Total Number of Race Responses
White				0	0	0
Black or African American	0		0	0	0	0
Asian	0		0	0	0	0
American Indian or Alaska Native	0		0	0	0	0
Native Hawaiian or Other Pacific Islander	0		0	0	0	0
American Indian or Alaska Native <i>and</i> White	0		0	0	0	0
Asian <i>and</i> White	0		0	0	0	0
Black or African American <i>and</i> White	0		0	0	0	0
American Indian or Alaska Native <i>and</i> Black or African American	0		0	0	0	0
Other multi-racial	0		0	0	0	0
<b>Total number assisted</b> (Must equal the total number of persons in Q #3 above)	0	0	0	0	0	0

This report has been created using the project's HMIS data:  (Select Yes or No)

If HMIS data has not been used, indicate the data source: \_\_\_\_\_

5. PERFORMANCE OUTCOMES (CUMULATIVE):

Using the approved outcomes sheet included with your project’s funding agreement Exhibit A, please complete the table below indicating the actual number of project participants who have achieved outcomes from July 1, 2022 through the reporting period.

Project Quantitative Measure Text (Planned Outputs)	Quarterly Actual Outcomes Achieved			YTD Actuals Outcomes from July 1, through this report period	YTD Percentage of Total Output Achieved
1. Provide year-round shelter for: <i>(Only enter info for A. or B., not both)</i>	A. Maximum of 213 individuals per night			0%	
	B. 700 unique individuals per year			0%	
2. Maintain a bed utilization rate at or above 95% (138 Coordinated Entry beds)					
3. Increase in housing placement rate comparing Previous Fiscal Year to Current Fiscal Year	Previous Year housing placement rate				0%
4. Maintain decreased average length of stay comparing Previous Fiscal Year to Current Fiscal Year	Previous Fiscal Year average length of stay (days)				0%
Total # of Exits					
5. 20% of participants will be diverted to temporary housing (emergency shelter, transitional housing, staying or living with family or friends, safe haven, hotel/motel paid by voucher, safe parking, etc.)	Total Number of participants diverted to temporary housing				0%
6. 20% of participants will exit to permanent housing	Total Number of participants exiting to permanent housing				0%

7. Of the housed cohort that can be tracked through agency-specific HMIS:	# of housed cohort that can be tracked			
	# of housed cohort that retained housing, Goal 85% (measured at 6 months and 12 months)			0%
	# of housed cohort that retained or increased income, Goal 75% (measured at 6 months and 12 months)			0%

Name of Person Preparing Report:

Date:

\_\_\_\_\_ (type/print)

\_\_\_\_\_ (type/print)

Title:

Signature:

\_\_\_\_\_ (type/print)

\_\_\_\_\_

**Exhibit F  
FEDERAL PROVISIONS**

**Section 1. Financial Requirements/Audits/Reporting**

- a. Contractor shall adhere to all applicable requirements set forth and defined in 24 CFR § 85.20 and 24 CFR § 84.21-28 as amended by 24 C.F.R § 570.502.
- b. Contractor shall be accountable to City for all funds requested by and disbursed to Contractor under this Agreement.
- c. 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.
- d. Contractor shall, at all times during normal business hours and as often as City, the State of California, the U.S. Department of Housing and Urban Development (HUD), and the Comptroller General of the United States may deem necessary, make available to their representatives for examination, all of Contractor'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. All costs are subject to the eligibility requirements of HUD.
- e. Contractor shall comply with the audit requirements contained in the Single Audit Act Amendments of 1996, revised OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," and 2 CFR 200.514 - Audit Requirements.
- f. 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.
- g. 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.
- h. Authorized representatives of City shall perform fiscal monitoring of Contractor's record keeping and reporting to assure compliance with this Agreement.
- i. Any funds received as return of costs or as income generated from activities funded by the Agreement are the property of City and are to be transmitted to City promptly, unless there is a written agreement with City approving the use of these funds. Reimbursed costs or Program income shall be used prior to the advancement of additional funds pursuant to this Agreement and, further, shall be used for Community Development Block Grant (CDBG) program-eligible purposes.

- j. 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.

## **Section 2. Budget**

Any requested modification to the line items of the Budget shall be reviewed and approved by the Director of Housing & Community Services, or designee, as per 2 CFR 200.308 - Revision of Budget and Program Plans - prior to the expenditures of funds detailed in the modification. Budget modifications shall not alter: 1) the Scope of Services; or 2) the total compensation under Section 2.

## **Section 3. Subcontracts**

- a. Any subcontract funded under this Agreement shall be submitted to the Director of Housing & Community Services, or designee, for review and approval prior to its execution.
- b. In the event Contractor is a private nonprofit or neighborhood based nonprofit organization, or a local development or small business investment corporation, Contractor is required to comply with the procurement procedures of OMB Circular A-122 (incorporated herein by reference) and 2 CFR 200.317-200.326 - Procurement Standards for the procurement of supplies and services in connection with activities funded under this Agreement.
- c. Any subcontract funded under this Agreement shall be subject to the terms and conditions of this Agreement, including Appendix II of 2 CFR, Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

## **Section 4. Conflict of Interest**

- a. In addition to the conflict of interest requirements in OMB Circular A-102 and 24 CFR 85.36 (b)(3), no person who is an employee, agent, Contractor, officer, or elected or appointed official of Contractor or a Program sponsor and who exercises or has exercised any functions or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.
- b. No member of, or delegate to, the Congress of the United States shall be permitted to share, or take part in this Agreement or in any benefit arising therefrom.
- c. No employee or officer of City, no member of Council, and no other public official of City who exercises any functions or responsibilities with respect to City's Public Service Providers Program during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement. Employees of City may participate in this Program subject to waivers by HUD. Contractor shall be responsible for obtaining compliance with this provision.

- d. Individuals associated with the Contractor's agency are prohibited from using positions with City for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly with those with whom they have family, business, or other ties.
- e. 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.
- f. Compliance with Lobbying Provisions: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services with the funds, Contractor agrees to the following provisions pursuant to the Housing and Community Development Act of 1992.
  - i. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
  - ii. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.
  - iii. Contractor shall require that the language of this section be included in all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.
  - iv. Not more than one member of an immediate family shall be employed by Contractor or a component thereof directly or indirectly receiving HUD funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children, and parents (both legal parents and step-parents). If Contractor has any doubt as to its compliance with this requirement, it shall submit a written request to City for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, City shall have the right, upon discovering such noncompliance, to order Contractor to dismiss one or as many of its employees as are required to restore compliance with this requirement.

## **Section 5. Religious Activity Prohibited**

Contractor agrees that the Grant Amount will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization per the federal regulations set forth in 24 CFR § 570.200U.

## **Section 6. 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 Community Development Block Grant regulations incorporated herein 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 quarterly reports to City utilizing the Quarterly Status Report form in Exhibit C-2. The quarterly reports shall be submitted to City by October 10, January 10, April 10, and July 10, as more fully set forth in Exhibit C-2. The quarterly reports shall be compiled into an annual cumulative report and submitted to City by Contractor at the end of each fiscal year, no later than July 31st. The cumulative report shall also include the following information:

- i. The number of clients with new or continuing access to the service or benefit provided;
- ii. The number of clients with improved access to the service or benefit provided; and
- iii. The number of clients that receive the service or benefit that is no longer substandard.

b. Responsibilities of City

City shall monitor and evaluate the Program.

c. Responsibilities of Contractor

Contractor shall provide evidence of client income and ethnicity in order to substantiate that the Program is operating in compliance with all regulations and circulars identified in Section 8 of this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by HUD, Contractor may be required to reimburse the City for funds that were expended on ineligible activities as identified in Community Development Block Grant regulations (24 CFR § 570).

## **Section 7. Fair Housing and Equal Opportunities 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 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.

f. 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:

- i. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
- ii. the frequency with which LEP persons utilize these programs and services;
- iii. the nature and importance of the program, activity, or service provided; and
- iv. 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.

- 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.

### **Section 8. 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 the Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

### **Section 9. 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:
  - i. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;
  - ii. 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);

- iii. Wholly or partly suspend or terminate the current award for Contractor's Program;
  - iv. Withhold further awards for the Program; or
  - v. 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:
- i. 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
  - ii. 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).

#### **Section 10. 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 HUD, State, and City from time to time prescribe.
- 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.