

**Agreement between the City of Santa Rosa, the County of Sonoma,
and the City of Petaluma
for Funding of a Homelessness Prevention Pilot Program,
Keep People Housed (KPH) – Sonoma,
for Fiscal Years 2024-2025 and 2025-2026**

This agreement (“AGREEMENT”) is made and entered into on _____, 2024 (“Effective Date”) by and between the City of Santa Rosa, a municipal corporation (hereinafter “SANTA ROSA”), the City of Petaluma, a municipal corporation (hereinafter “PETALUMA”), and the County of Sonoma, a political subdivision of the State of California, (hereinafter “COUNTY”) (collectively, the “PARTIES”).

RECITALS

Whereas, SANTA ROSA, PETALUMA, and COUNTY, in coordination with All Home, a Bay Area non-profit organization advancing regional solutions to address homelessness (“ALL HOME”), have partnered to develop a regional Homelessness Prevention Pilot Program – Keep People Housed (KPH) – Sonoma (“PROGRAM”) for Sonoma County;

Whereas, SANTA ROSA and COUNTY have committed \$500,000 each and PETALUMA has committed \$300,000, a combined total of \$1,300,000 (“LOCAL MATCH”), to fund the PROGRAM for a two-year period;

Whereas, SANTA ROSA has agreed to administer the LOCAL MATCH on behalf of the COUNTY and PETALUMA;

Whereas, ALL HOME has committed to provide technical assistance to the PARTIES to develop the PROGRAM, including access to its technology platform to prioritize prevention resources to people throughout Sonoma County who are at high risk of experiencing homelessness, and a match of philanthropic funds up to \$2,600,000 (“PRIVATE MATCH”);

Whereas, the LOCAL MATCH coupled with the PRIVATE MATCH provide up to \$3,900,000 for the PROGRAM.

Whereas, following SANTA ROSA’s issuance of a Request for Proposals (RFP) to seek an operator of the PROGRAM to provide comprehensive homelessness prevention and housing stability services, Committee on the Shelterless (“CONTRACTOR”) was selected to operate the PROGRAM;

Whereas, SANTA ROSA entered into a Grant Agreement for Keep People Housed (KPH) – Sonoma (“PROGRAM AGREEMENT”) dated _____, 2024 with CONTRACTOR, in the amount of \$1,300,000, for the period October 1, 2024 to June, 30 2026;

Whereas, ALL HOME intends to enter into separate agreement with CONTRACTOR for administration of the PRIVATE MATCH.

Now, therefore, SANTA ROSA, PETALUMA, and COUNTY mutually agree as follows:

1. Obligations of SANTA ROSA

SANTA ROSA shall reimburse CONTRACTOR for allowable costs incurred for operating the PROGRAM in an amount up to \$1,300,000, in accordance with the terms of the PROGRAM AGREEMENT between SANTA ROSA and CONTRACTOR.

2. Obligation of PETALUMA AND COUNTY

For Year One (Effective Date to June 30, 2025), PETALUMA AND COUNTY shall advance funding, in the respective amounts of \$150,000 and \$250,000, to SANTA ROSA within 30 days following execution of this AGREEMENT. For Year Two (July 1, 2025 to June 30, 2026), PETALUMA and COUNTY shall advance funding, in the respective amounts of \$150,000 and \$250,000, to SANTA ROSA by July 30, 2025. These advances are subject to the appropriation of sufficient funding by the County of Sonoma Board of Supervisors in the COUNTY budget and the Petaluma City Council in the PETALUMA budget and provided that the PROGRAM AGREEMENT between SANTA ROSA and CONTRACTOR remains in effect.

3. Quarterly Payments and Reports

On a quarterly basis, SANTA ROSA shall provide PETALUMA and COUNTY with reports documenting payments to CONTRACTOR, along with documentation supporting CONTRACTOR'S expenditures in furtherance of the PROGRAM AGREEMENT, and qualitative and quantitative status reports submitted by CONTRACTOR to SANTA ROSA in accordance with the terms of the PROGRAM AGREEMENT.

4. Term of Agreement

The term of this AGREEMENT shall be from the Effective Date to June 30, 2026 unless terminated earlier. Notwithstanding any other provision of this AGREEMENT, at any time and without cause, any of the PARTIES shall have the right, in each party's sole discretion, to terminate this AGREEMENT by giving five (5) days advance written notice to each of the other PARTIES.

5. Modifications

No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a written document signed by the PARTIES. SANTA ROSA'S Director of Housing and Community Services, PETALUMA'S Director of Community Development, and COUNTY'S Director of Health Services are authorized to make minor, non-substantive changes to the AGREEMENT upon mutual agreement and upon consultation with and approval by the respective agencies' legal counsel.

6. Indemnity/Liability

SANTA ROSA agrees to accept all responsibility for loss or damage to any person or entity, including PETALUMA and/or COUNTY, and to indemnify, hold harmless, and release PETALUMA and/or COUNTY, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including SANTA ROSA, that arise out of, pertain to, or relate to SANTA ROSA's or its agents', employees', contractors', subcontractors', or invitees' negligence, recklessness, or willful misconduct in the performance or fulfillment of obligations under this AGREEMENT ("Claims"). SANTA ROSA agrees to provide a complete defense for such Claims brought against PETALUMA and/or COUNTY based upon a claim relating to SANTA ROSA's or its agents', employees', contractors', subcontractors', or invitees' negligence, recklessness, or willful misconduct in the performance or fulfillment of obligations under this AGREEMENT. SANTA ROSA's obligations under this Article apply whether or not there is concurrent or contributory negligence on PETALUMA's and/or COUNTY's part, but to the extent required by law, excluding liability due to PETALUMA's and/or COUNTY's conduct. PETALUMA and/or

COUNTY shall have the right to select its legal counsel at SANTA ROSA's expense, subject to SANTA ROSA's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

7. 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 SANTA ROSA-approved electronic means have the same force and effect as the use of a manual signature. SANTA ROSA, PETALUMA, and COUNTY wish to permit this AGREEMENT and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Any 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. SANTA ROSA reserves the right to reject any signature that cannot be positively verified by SANTA ROSA as an authentic electronic signature.

8. Confidentiality

SANTA ROSA agrees to maintain the confidentiality of all patient medical records and client information in accordance with all applicable state and federal laws and regulations, including the requirement to implement reasonable and appropriate administrative, physical, and technical safeguards to protect all confidential information. This Article 8 shall survive termination of this AGREEMENT.

9. Compliance with Laws

SANTA ROSA agrees to comply and to ensure compliance by its employees', subcontractors, and agents with all applicable federal, state, and local laws, regulations and statutes and policies, applicable to the services provided under this AGREEMENT as they exist now and as they are changed, amended, or modified during the term of this AGREEMENT. To the extent there is a conflict between federal or state law or regulation and provision in this AGREEMENT, SANTA ROSA shall comply with the federal or state law or regulation. Noncompliance during the term of this AGREEMENT will be considered a material breach and may result in termination of the AGREEMENT or pursuit of other legal or administrative remedies. In addition to the above, SANTA ROSA stipulates that it shall comply, and ensure that its employees, subcontractors, and agents comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1725.5, 1775, 1776, 1777.5, 1813, and 1815 and California Code of Regulations, Title 8, Section 16000, et seq.

10. Right to Audit and Inspect

SANTA ROSA understands and agrees to permit PETALUMA and/or COUNTY the right to audit and inspect all records, notes and writings of any kind to the extent permitted by law, for the purpose of monitoring SANTA ROSA compliance with the terms and conditions of this AGREEMENT.

11. Non-Discrimination

SANTA ROSA agrees to comply with all applicable federal, state, and local laws prohibiting discrimination in employment or in the provisions of services because of race, color, religion, national origin, age, sex, sexual orientation, mental or physical handicap, or any other protected category. SANTA ROSA agrees to comply with Section 19-30 through 19-40 of the Sonoma County Code prohibiting discrimination due to HIV infection or a related condition.

12. Obligations after Termination

The following shall remain in full force and effect after termination of this AGREEMENT:

(1) Article 11, Non-Discrimination, (2) Article 6, Indemnity/Liability, (3) Article 8, Confidentiality, and (4) Article 9, Compliance with Laws.

13. No Political or Religious Activity

PETALUMA and COUNTY funds shall be used only for the purposes specified in this AGREEMENT and in any attachments thereto. No PETALUMA and COUNTY funds shall be used for any political activity, or to further the election or defeat of any candidate for political office. No PETALUMA and COUNTY funds shall be used for purposes of religious worship, instruction, or proselytizing.

14. Merger

This writing is intended both as the final expression of the AGREEMENT between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the AGREEMENT, pursuant to Code of Civil Procedure Section 1856. No modification of this AGREEMENT shall be effective unless and until such modification is evidenced by a writing signed by both parties.

15. Method and Place of Giving Notice

All notices, invoices, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices, and payments sent by mail should be addressed as follows:

To COUNTY:	To SANTA ROSA:	To PETALUMA:
Michael Gause, Manager Homelessness Services Division Department of Health Services, County of Sonoma 1450 Neotomas Avenue, Suite 120 Santa Rosa CA 95405 707-565-4090 Michael.Gause@sonoma- county.org	Kelli Kuykendall, Manager Housing and Community Services – Homeless Services City of Santa Rosa 90 Santa Rosa Avenue Santa Rosa, CA 95404 707-543-3010 kkuykendall@srcity.org	Karen Shimizu, Assistant Director of Community Development City of Petaluma 11 English Street Petaluma, Ca 94952 707-324-0708 kshimizu@cityofpetaluma.org

And when so addressed shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances notices, invoices, and payments shall be deemed given at the time

of actual deliver. Changes may be made in name and addresses to whom notices, invoices, and payments are to be given by giving notice pursuant to this paragraph.

16. Severability

In the event that any provision of this AGREEMENT shall be held by a court to be invalid or illegal for any reason, said invalidly or illegality shall not affect the remaining provisions of this AGREEMENT.

17. Assignment and Delegation

Neither party shall assign, sublet, or transfer any interest in or delegate any duty under this AGREEMENT without the written consent of the other, and no assignment shall have any force or effect whatsoever unless and until the other party shall have so consented.

18. Publicity

Publicity generated by SANTA ROSA for work performed or services offered of funding by this AGREEMENT during the term of this AGREEMENT and for one year following expiration of this AGREEMENT shall make reference to the contributions of PETALUMA and COUNTY in making the project possible.

19. Status of Parties

This AGREEMENT shall not be construed to create a joint venture or partnership. Neither part is the agent of the other for any purpose.

20. Insurance

With respect to performance of work under this AGREEMENT, SANTA ROSA shall maintain and shall require all of its subcontractors, contractors, and other agents to maintain insurance as described in Attachment One (Insurance Requirements), which is attached hereto and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the Effective Date.

CITY OF SANTA ROSA:

Megan Basinger, Director
Housing and Community Services Manager

Dated

Approved as to Form:

Santa Rosa City Attorney

Dated

COUNTY OF SONOMA:

Approved:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Form:

Sonoma County Counsel

Dated

CITY OF PETALUMA:

Approved:

Brian Oh, Director
Community Development

Dated

Approved as to Form:

Petaluma City Attorney

Dated

Attachment One: Insurance Requirements

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
GRANT AGREEMENTS**

A. Insurance Policies: Contractor shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with minimum coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise acceptable to the City.

Insurance	Minimum Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage. Coverage shall not exclude subsidence.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Contractor shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of no less than \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

B. Endorsements:

1. All policies shall provide or be endorsed to provide that coverage shall not be canceled, except after prior written notice has been provided to the City in accordance with the policy provisions.

2. Liability, umbrella and excess policies shall provide or be endorsed to provide the following:
 - a. For any claims related to this project, Contractor's insurance coverage shall be primary and any insurance or self-insurance maintained by City shall be excess of the Contractor's insurance and shall not contribute with it; and,
 - b. **The City of Santa Rosa, its officers, agents, employees and volunteers are to be covered as additional insureds on the CGL policy.** General liability coverage can be provided in the form of an endorsement to Contractor's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Contractor shall furnish City with original certificates and endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the City before work commences and must be in effect for the duration of the Agreement. The City reserves the right to require complete copies of all required policies and endorsements.

D. Other Insurance Provisions:

1. No policy required by this Agreement shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnitees.
2. All insurance coverage amounts provided by Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage. Defense costs must be paid in addition to coverage amounts.
3. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either Contractor or City. Self-insured retentions above \$10,000 must be approved by City. At City's option, Contractor may be required to provide financial guarantees.
4. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
5. City reserves the right to modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.