

**AGREEMENT FOR THE OPERATION AND USE OF THE
SAMUEL L. JONES HALL HOMELESS SHELTER
HOUSING-FOCUSED PROGRAM
CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA
DBA CATHOLIC CHARITIES OF NORTHWEST CALIFORNIA
(PO F007419/V001972)
ALN 14.218 (CDBG)**

This Agreement is made this 1st day of July, 2026 **CITY OF SANTA ROSA** (City), and **CATHOLIC CHARITIES OF THE DIOCESE OF SANTA ROSA DBA CATHOLIC CHARITIES OF NORTHWEST CALIFORNIA**, a California non-profit corporation (Contractor), 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 a homeless shelter crisis, adopted on August 9, 2016, by Resolution No. 28838, 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 City's Encampment Team 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 Housing-Focused Program was established to restore shelter bed capacity lost within the existing 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 (Year 1) 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 has determined that the Shelter benefits the residents of Santa Rosa and meets the definition of Public Services under 24 CFR §570.201(e).
- G. Council authorized the City to enter into a series of settlement agreements as part of a National Opioid Settlement and the City Manager to execute all documents necessary to use the settlement proceeds within any permissible use provided for in the agreements. The City has determined that the Housing-Focused Program benefits the residents of Santa Rosa and meets the requirements of the settlement agreements. The Program provides comprehensive services, including overdose prevention, case management, and mental health support to a subset of the population that has opioid use disorder.
- H. City desires to retain the services of Contractor to operate the Housing-Focused Program at Shelter (including the Annex) pursuant to this Agreement and wishes to fund the Program using federal Community Development Block Grant (CDBG) funds, Opioid Settlement Proceeds, and Local Funds.
- 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, and consistent with 24 CFR 570, Subpart C - Eligible Activities, and 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, perform the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference. Contractor is required to report deviations from budget or Scope of Services as per 2 CFR 200.308 - Revision of Budget and Program Plans.
- B. 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.
- C. 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.
- D. Shelter shall be open 24 hours per day, seven days per week, 365 days per year. Contractor shall provide a phone number to access the shelter.

- E. 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.
- F. 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.
- G. Contractor shall provide a minimum of two representatives to participate in the Advisory Panel as required under the terms of the CUP.
- H. 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.
- I. 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.
- J. 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 communicable diseases and public health emergencies. 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. TERM OF AGREEMENT

The term of this Agreement shall commence on July 1, 2026 and end on June 30, 2027 (Year 5).

3. COMPENSATION

City shall pay Contractor as follows:

- A. Compensation for operations for the period July 1, 2026 to June 30, 2027 (Year 5), shall be made in accordance with the Budget entitled "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 Five of the Agreement exceed \$2,001,742 for the Housing-Focused Program, including \$55,859 from Community Block Development Grant (CDBG) funds, \$273,309

from Opioid Settlement Proceeds, and \$1,672,574 from Local Funds. Local 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. 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 County and the 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.

- 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.
- C. In the event that City's fiscal and program monitoring of Contractor's Housing-Focused 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.
- D. City's Chief Financial Officer is authorized to pay all proper claims in an amount not to exceed \$1,945,883 from Fund 1209/Key 340705 and \$55,589 from Fund 2280/Key 42006.

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 Residents or persons denied access to Shelter 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 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 shall only use Shelter for purposes directly associated with the operation of 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 times agreed to by Contractor, provided that said use does not interfere with operation Shelter.

9. BUILDING MAINTENANCE

As set forth under Section 1.D., 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 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 Services and shall make written quarterly reports to City utilizing the Quarterly Status Report form in **Exhibit E** for the Housing

Focused Program. The quarterly reports shall be submitted to City by October 15, January 15, April 15, and July 15 as more fully set forth in **Exhibit E**.

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.
- C. Contractor shall, at all times during normal business hours and as often as City may deem necessary, make available to their representatives for examination, all of Contractor's records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement.
- D. Contractor shall permit and facilitate observation and inspection of Program services and records at Contractor's principal office and work site by City, its employees, auditors, representatives, and public authorities during reasonable business hours.
- E. Contractor shall either establish a separate bank account for all funding received from City under this Agreement or practice full fund accounting. Contractor shall not commingle the funds provided under this Agreement with any other funds, revenue or monies.
- F. Contractor shall maintain all records related to the performance of this Agreement during the term of this Agreement and for a period of five (5) years after completion of all services hereunder.
- G. Authorized representatives of City may perform fiscal monitoring of Contractor's record keeping and reporting to assure compliance with this Agreement.
- H. 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 2.
- I. 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. Section 42 of the City Charter and the City's Conflict of Interest Code expressly apply to this Agreement. Contractor shall be responsible for ensuring compliance with this provision.
- B. Contractor shall inform the Director of Housing and Community Services (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.

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 Housing-Focused Program possible. The words "City of Santa Rosa, 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 Housing-Focused 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 Housing-Focused 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 Housing-Focused 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 one year or more.

Contractor's annual report to City shall include invoices and receipts of payment for all fixed assets purchased. If at any time Contractor discontinues the Program, at any time during or after the Agreement period, all fixed assets purchased or acquired by Contractor having a cost in excess of \$300.00 and a usable life of one year or more shall revert back to City, at the sole discretion of the City. Contractor shall fully cooperate with City following termination, expiration, or discontinuance to ensure that all fixed assets are transferred and delivered in a prompt and timely manner in order to minimize disruption to services.

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.
- D. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the Housing-Focused Program with small technical groups or lectures to employees or students. Lectures to other groups which describe the Housing-Focused Program but disclose neither data nor results are permissible without advance approval.
- E. City reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work developed pursuant to this Agreement, for governmental purposes.

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

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:

Department of Housing and Community
Services
90 Santa Rosa Avenue
Santa Rosa, CA, 95404

CONTRACTOR:

Catholic Charities of
Northwest California
P.O. Box 4900
Santa Rosa, CA, 95402

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 bind itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party 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 Homeless Coalition 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.

[SIGNATURES APPEAR ON NEXT PAGE]

///
///

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 DBA Catholic Charities of Northwest California

By _____

Name: Jennielynn Holmes

Title: CEO

Taxpayer ID # 94-2479393

CITY OF SANTA ROSA

A Municipal Corporation

By _____

Name: Megan Basinger

Title: Housing & Community Services Director

APPROVED AS TO FORM

By _____
Office of the City Attorney

Attachments:

Attachment One – Insurance Requirements

Exhibit A – Scope of Services

Exhibit B – 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.

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

B. Endorsements:

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

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

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

D. Other Insurance Provisions:

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

EXHIBIT A: SCOPE OF SERVICES

Fiscal Year 2026-2027 Samuel L. Jones Hall Homeless Shelter

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) Homelessness Solutions Strategic Plan. 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 City's Encampment Team 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 and are prioritized for individuals identified through the City's Encampment Team or during emergent situations. The City 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 the City's Encampment Team 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:

- **Behavioral Health Clinician:** Clinician is licensed with the California Board of Behavioral Sciences and responsible for providing comprehensive behavioral health support to participants with the goal of increasing their mental wellbeing and ability to live independent, healthy lives in the community.
 - **Case Managers:** Case Managers 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.). For individuals that exit to permanent housing, the Case Manager will work to ensure participants retain housing and connecting 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 opportunities.

Shelter clients will be screened and registered at an offsite central location.

The Shelter will achieve the following planned outputs and indicators.

Planned Outputs

- Provide a safe and secure environment for individuals with the goal of moving them into housing as rapidly as possible;
- Provide services in alignment with the City's Housing First approach to solving homelessness;
- Provide year-round shelter for 600 unique individuals per year;
- Maintain a bed utilization rate at or above 95% for those beds not prioritized for medical respite, public safety, and the City's Encampment Team;
- Contractor will engage clients and elicit feedback to incorporate in program planning and implementation.

Planned Indicators

- 100% of participants that stayed longer than 30 days will be offered housing-focused case management services;
- At least 25% of participants that stayed longer than 30 days will be assigned to a housing navigation case manager's caseload;
- Of participants assigned to a housing navigation case manager's caseload, 20% will exit to temporary housing and 15% will exit to permanent housing;
- Participants that identify as BIPOC will exit to permanent housing at levels equal to or exceeding that of non-BIPOC participants;
- 80% of current participants that are head of households will maintain active enrollment in the Sonoma County Coordinated Entry System (CES), as measured last day of each quarter; and
- 80% of participants who exited to permanent housing will remain permanently housed at 6 months and 12 months post exit as measured by participants that complete the housing retention survey.

At a minimum, outcomes should meet or exceed the Sonoma County Homeless Coalition system performance measures.

EXHIBIT B: OPERATING BUDGET

Fiscal Year 2026-2027 SAMUEL L. JONES HALL HOMELESS SHELTER

Expenses	Budget Amounts
Salaries and Benefits	\$55,859
Total CDBG Expenses (ALN 14.218)	\$55,859
Salaries and Benefits	\$273,309
Total Opioid Settlement Funds Expenses	\$273,309
Salaries and Benefits	\$1,055,577
Telecommunications	\$10,025
Supplies	\$27,670
Storage	\$5,897
Miscellaneous Expenses	\$93,928
Janitorial	\$21,832
Utilities	\$141,925
Portable Toilets/handwashing stations	\$54,624
Indirect Costs (15%)	\$261,096
Total Local Expenses	\$1,672,574
Total Operating Budget	\$2,001,742

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: _____
City Clerk

APPROVED: _____
Mayor

APPROVED AS TO FORM:

City Attorney

Exhibit D

Homeless Management Information System and Coordinated Entry

Homeless Management Information System

As stated in the [Sonoma County 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 County’s Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

1. HMIS Good Standing: Good Standing is defined as timely data entry as well as complete and accurate data reflective of the Participant’s status at Intake, Update, and Exit, as defined by the prevailing HMIS Data Standards.
 - a. Timely data entry: Unless otherwise approved in writing and attached to this Agreement, entry of data into EtO HMIS within five (5) business days of the event that generated the data collection (i.e., Participant Intake, Entry, Update, and/or Exit from the Program) is required. If Participant is enrolled in Program for longer than one-year, annual updates are required.
 - b. Accurate and Complete Data
 - i. All homeless Participant data for Covered Homeless Organizations shall be entered into the EtO HMIS unless approved in writing and attached to this Agreement.
 - ii. 95% of all HUD or Sonoma County-defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused”, or “Data Not Collected” value).
 - iii. The HUD Data Quality reports (required quarterly for each homeless program) shall always reflect a 95% or higher data completeness and quality result.
 - c. Data Collection Methodology: Contractor shall adhere to the most current HMIS Data Standards and County of Sonoma HMIS Lead designed program workflow(s) for each homeless program type.
2. User Training: All Users of the EtO HMIS shall 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 HMIS.
3. Required Quarterly Reporting: Contractor shall utilize data from the following reports as the basis for quarterly report submissions and include those reports with its submission:
 - a. HUD Data Quality Report for the program being reported with a data range from the start of the fiscal year to the end of the required reporting period (cumulative)
 - b. HUD Annual Performance Report for the program
4. 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 County. Contractor also agrees to provide County with leveraging information within 30 days of request.

5. Homeless Count Participation: Contractor shall take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Sonoma County Homelessness Coalition (formally: Continuum of Care) and HMIS Coordinators' requests for current and accurate information prior to and after the Homeless Count. Contractor shall take part in the annual unsheltered Homeless Count by assigning staff to assist in the Homeless Count process and by making facilities and other Contractor resources available to support the Homeless Count commensurate to the size of Contractor's homelessness program.

Coordinated Entry

Contractor shall fully participate in the Sonoma County Coordinated Entry System (CES). Full participation is defined as adherence to all [Sonoma County Coordinated Entry System Policies and Procedures](#), which includes:

1. Referring homeless participants directly to CES for screening and assessment
2. Communicating about program referral placement and/or reasons for declining participants
3. Determining participant referrals shall be completed within three (3) business days or less.
4. For housing programs, Contractor accepting referrals from the CES. Rejections of referrals shall be only for reasons permissible in the Sonoma County Coordinated Entry System Policies and Procedures.
5. For Emergency Shelter and Street Outreach services, Contractor assessing and enrolling participants into the CES within three (3) days of entering the program.

Privacy and Security of Personal and Personally Identifiable Information

(STC No. 6 – Tasseff Version 2024 May 15)

1. Recitals

- a. The Department of Housing and Urban Development (HUD) requires user of the Homeless Management Information System (HMIS) to implement safeguards designed to protect the personal information (PI) and personally identifiable information (PII) that the user maintains. To support that effort, HUD adopted regulations similar to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition to complying with HUD regulations, contractors and subcontractors are obligated to protect all other PI, PII, or Sensitive PII (hereinafter identified as Protected Information) obtained on behalf of County pursuant to this agreement consistent with the California Information Practices Act of 1977 (California Civil Code §§ 1798 et seq.).
- b. The purpose of this Exhibit is to set forth Contractor's privacy and security obligations with respect to Protected Information that Contractor may create, receive, maintain, use, or disclose on behalf of County pursuant to this Agreement.
- c. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and Agreement. Any reference to statutory, regulatory, or contractual language shall be consistent with such language as in effect or as amended.
- d. The provisions of this Exhibit are supplemental to provisions of the [Continuum of Care HMIS Participation Agreement](#). Contractor must comply with both the Participation agreement and this Exhibit. Any conflicts in the language of the agreements shall favor the provision that protects the data better, mitigates vulnerabilities and incidents better, and/or more fully reports breaches.

2. Definitions

- a. "Breach" shall have the meaning given to such term under in HIPAA 45 CFR § 164.402 – Definitions.
- b. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).
- c. "County PI" shall mean Personal Information, as defined below, accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing the functions, activities and services specified in this Agreement on behalf of County.
- d. "Personally Identifiable Information" (PII) refers to information that can be used to distinguish or trace an individual's identity, such as name, social security number, and biometric records; individually or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

Some examples of PII include name, date of birth (DOB), email address, mailing address, medical history, family relationships, vehicle identifiers including license

plates, unique names, certificate, license, telephone and/or other specific reference numbers and/or any information that can directly identify an individual.

- e. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).
- f. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- g. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains, or stores PI.
- h. "Sensitive Personally Identifiable Information" (SPII) is PII that, if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. Some forms of PII are sensitive as stand-alone data elements.

Some examples of SPII include biometric information (e.g., DNA, iris images, fingerprint, and photographic facial images), Social Security Number (SSN), account numbers, and any other unique identifying number (e.g., Federal Housing Administration [FHA] case number, driver's license number, or financial account number, etc.). Other data elements such as citizenship or immigration status; medical information; ethnic, religious, and account passwords, in conjunction with the identity of an individual (directly or indirectly inferred), are also SPII.

3. Terms of Agreement

a. Permitted Uses and Disclosures of County PI and PII by Contractor

Except as otherwise indicated in this Exhibit, Contractor may use or disclose Protected Information only to perform functions, activities or services for or on behalf of County pursuant to the terms of this Agreement provided that such use or disclosure would not violate this agreement.

b. Responsibilities of Contractor

Contractor agrees:

- i. **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Information, to protect against anticipated threats or hazards to the security or integrity of Protected Information, and to prevent use or disclosure of Protected Information other than as provided for by this Agreement. Contractor

shall develop and maintain a written information privacy and security program that include administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, which incorporate the requirements of this Exhibit. Contractor shall provide County with its current policies upon request.

- ii. General Privacy Controls. Not to use or disclose Protected Information other than as permitted or required by this Agreement or as required by applicable state and federal law.
 - 1. Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Protected Information.
 - 2. Contractor and its employees, agents, or subcontractors shall not use any Protected Information for any purpose other than carrying out Contractor's obligations under this Agreement.
 - 3. Contractor shall not disclose any Protected Information to anyone other than County except as permitted by this Agreement, authorized by the person who is the subject of Protected Information, or permitted by state and/or federal regulation.
- iii. General Security Controls. Contractor and its sub-contractors or vendors shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Information, and to protect paper documents containing Protected Information. These steps shall include, at a minimum:
 - 1. Complying with and ensuring its sub-contractors or vendors comply with all the data system security precautions listed in this Exhibit including all documents incorporated by reference; and,
 - 2. As applicable for Contractor's information systems, providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in federal agencies; and
 - 3. Preserving and ensuring its sub-contractors or vendors preserve, the confidentiality, integrity, and availability of Protected Information with administrative, technical, and physical measures that conform to generally recognized industry standards and best practices that contractor then applies to its own processing environment.

Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes, and updates to operating systems and applications as provided by Contractor and/or its sub-contractors or vendors. Contractor agrees to, and shall ensure that its sub-contractors or vendors, comply with County's current and future information security policies, standards, procedures, and guidelines.

- iv. Personnel Controls. Contractor shall implement the following personnel controls.
 - 1. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of County, or access or disclose Protected Information must complete information privacy and security training, at least annually, at Contractor's expense. Training shall emphasize the high level of sensitivity and protection of Sensitive Personally Identifiable Information. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
 - 2. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
 - 3. Confidentiality Statement. All persons that will be working with County PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI or PI. The statement must be renewed annually. Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following termination of this Agreement.
 - 4. Background Check. Before a member of the workforce may access County PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Contractor shall retain each workforce member's background check documentation for a period of three (3) years.
- v. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. Contractor must conduct and document a system risk assessment/security review on all systems processing and/or storing County PHI or PI. The assessment/security review must be performed a minimum of every two years, must review whether administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection, must identify system security risks, and must document risk findings. Reviews should include vulnerability scanning tools.
- vi. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Information by Contractor or its subcontractors in violation of this Exhibit.

- vii. Contractor's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Exhibit on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Protected Information to the subcontractor.
 - viii. Cooperation with County. With respect to Protected Information, to cooperate with and assist County to the extent necessary to ensure County's compliance with the applicable terms of HUD regulations and the California Information Protection Act.
 - ix. Designation of an Individual Responsible Privacy and for Security
 - 1. Contractor shall designate an individual to oversee its data security program who shall be responsible for carrying out the information security requirements of this Special Terms and Conditions document.
 - 2. Contractor shall designate an individual to oversee its information privacy program who shall be responsible for carrying out the information privacy requirements of this Special Terms and Conditions document.
 - 3. The individual designated to the above roles may be the same individual so long as they are qualified and able to effectively perform the duties of both designations.
 - x. Privacy & Security Audits. Contractor shall accommodate and upon reasonable notice by Sonoma County, work with Sonoma County and/or its subcontractors to submit to a random information privacy & security audit. This is to ensure that Contractor's information privacy and security practices comply with contractual obligations, this Exhibit, and related state and federal regulations. Contractor shall ensure that its sub-contractors or vendors comply with these same requirements.
 - xi. Availability of Information to County. To make Protected Information available to County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County Protected Information. Upon request by County, Contractor shall provide County with a list of all employees, contractors and agents who have access to Protected Information, including employees, contractors and agents of its subcontractors.
 - xii. Confidentiality of Alcohol and Drug Abuse Patient Records. Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements. All information subject to 42 CFR Part 2 shall be considered Sensitive Personally Identifiable Information.
- c. Data Security Requirements
- Contractor agrees to implement the following:
- i. Workstation/Laptop encryption. All workstations and laptops that store County PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2

certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by County Privacy and Security Office.

- ii. Minimum Necessary. Only the minimum necessary amount of County PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- iii. Antivirus software. All workstations, laptops and other systems that process and/or store County PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- iv. Patch Management. All workstations, laptops and other systems that process and/or store County PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- v. Data Destruction. If Protected Information is stored on a local device or server, when no longer needed, all Protected Information must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of County Privacy and Security Office.
- vi. System Timeout. The system providing access to County PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- vii. Access Controls. The system providing access to County PHI or PI must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- viii. Transmission encryption. All data transmissions of County PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES. Encryption can be end-to-end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI or PI in motion such as website access, file transfer, and E-Mail.
- ix. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting County PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

- d. Paper Document Controls
- i. Supervision of Data. County PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 - ii. Escorting Visitors. Visitors to areas where County PHI or PI is contained shall be escorted and County PHI or PI shall be kept out of sight while visitors are in the area.
 - iii. Confidential Destruction. County PHI or PI must be disposed of through confidential means, such as crosscut shredding and pulverizing.
 - iv. Removal of Data. Only the minimum necessary County PHI or PI may be removed from the premises of Contractor except with express written permission of County. County PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Contractor's locations to another of the same Contractor's locations.
 - v. Faxing. Faxes containing County PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
 - vi. Mailing. Mailings containing County PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of County PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.
- e. Breaches and Security Incidents. During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
- i. Initial Notice to County. (1) To notify County immediately by telephone call plus email or fax upon the discovery of a breach of Protected Information in electronic media or in any other media if the Protected Information was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving Protected Information. (2) To notify County within 24 hours (one (1) hour if SSA data) by email or fax of the discovery of any suspected security incident, intrusion, or unauthorized access, use or disclosure of Protected Information in violation of this Agreement or this Exhibit, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer, or other agent of Contractor.

Notice shall be provided to County Privacy and Security Officer by calling 707-565-4703, and emailing DHS-Privacy&Security@sonoma-county.org.

- ii. **Prompt Action.** Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use, or disclosure of County PHI, Contractor shall take prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment. Contractor shall also take any action required by applicable federal and state laws and regulations.
- iii. **Initial Investigation and Investigation Report.** Contractor shall immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use, or disclosure of PHI within 24 hours of the discovery. Contractor shall submit a report to County containing all relevant information known at the time.

Complete Report. To provide a complete report of the investigation to County Privacy and Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If County requests information in addition to that provided in the Initial Report or Complete Report, Contractor shall make reasonable efforts to provide County with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a Complete Report, County may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the Complete Report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the Complete Report is submitted. County shall review and approve the determination of whether a breach occurred, whether individual notifications are required, and Contractor's corrective action plan.

- iv. **Responsibility for Reporting of Breaches.** If the cause of a breach of Protected Information is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, § 1798.29(a) – (d) and California SIMM 5340-C (https://cdt.ca.gov/wp-content/uploads/2021/02/SIMM_5340-C-1.pdf). Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The County Privacy and Security Officer shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. County shall provide its review and approval expeditiously and without unreasonable delay. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to County in addition to Contractor, Contractor shall notify County, and County and Contractor may take appropriate action to prevent duplicate reporting.
- v. **County Contact Information.** To direct communications to the above referenced County staff, Contractor shall initiate contact as indicated herein. County

reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Sonoma County Privacy Officer
1450 Neotomas Avenue, Suite 200
Santa Rosa CA 95405
Office: 707-565-4703
Message: 707-565-5703
Email: DHS-Privacy&Security@sonoma-county.org

**EXHIBIT E: QUARTERLY STATUS REPORT
SAMUEL L. JONES HALL HOMELESS SHELTER**

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. Submit all back-up data for numbers provided in reports. Each quarter should be reported cumulative (or for the quarter if requested below) beginning July 1st, and ending through the quarter for which the report is being submitted.

Agency Name: Catholic Charities of the Diocese of Santa Rosa DBA Catholic Charities of Northwest California
Program Title: Samuel L. Jones Hall Homeless Shelter
Term: July 1, 2026 to June 30, 2027
Quarter: Q1: July 1, 2026 - September 30, 2026

Instructions: An entry is required in every yellow cell. Once data has been entered, the cell will revert to white. You may need to enter 0 to indicate no applicable response. There should be no yellow cells when report is submitted to the City.

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

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

Number of participants served must match quarterly and cumulative HMIS reports provided.

INDIVIDUALS	THIS QUARTER	CUMULATIVE
Participants Served & Sheltered		
Participants Housed		

3. Race/Ethnicity Determination

Race/Ethnicity information must be collected from all participants. Must match cumulative HMIS report provided.

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

Total persons must match cumulative total unduplicated participants served.

4. Income Determination:

Income information must be collected from all participants. Must match cumulative HMIS report provided.

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

Total persons must match cumulative total unduplicated participants served.

5. Planned Outputs:

PROJECT QUANTITATIVE MEASURE TEXT	CUMULATIVE OUTCOMES ACHIEVED
Provide year-round shelter for 600 unique individuals per year.	
Maintain a bed utilization rate at or above 95% for those beds not prioritized for medical respite, public safety, and City's Encampment Team.	Cumulative average # of beds utilized each night

Must match cumulative total participants served.

0%

Cumulative AVG

Please include a brief narrative on the process for engaging clients and how feedback is incorporated into program planning and implementation:

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

7. Cumulative Exits:

Must match cumulative HMIS report provided.

Total exits from Program	Total current participants that are head of households, as measured last day of the quarter			
	Total participants that stayed longer than 30 days (includes stayers and leavers)			
	Total # of exits	Total # of BIPOC participants that exited		
		Total # of participants that exited		CUMULATIVE PERCENTAGE
	Total # of participants that exited to temporary housing or institutional setting (non-detention)			
	Total # of participants exited to permanent housing			Must match cumulative total participants housed.

8. Planned Indicators:

PROJECT QUANTITATIVE MEASURE TEXT		CUMULATIVE OUTCOME ACHIEVED	CUMULATIVE PERCENTAGE
100% of participants that stayed longer than 30 days will be offered housing-focused case management services	# of participants offered housing-focused case management services		
At least 25% of participants that stayed longer than 30 days will be assigned to a housing navigation case manager's caseload	# of participants assigned to a housing navigation case manager's caseload		
	# of participants in housing navigation case manager's caseload that exited		N/A
Of participants assigned to a housing navigation case manager's caseload, 20% will exit to temporary housing and 15% will exit to permanent housing	# of participants in caseload exited to permanent housing destination		
	# of participants in caseload exited to temporary destination meant for habitation or institutional setting other than detention facilities.		
Participants that identify as BIPOC will exit to permanent housing at levels equal to or exceeding that of non-BIPOC participants.	# of BIPOC participants that exited to permanent housing		
	# of non-BIPOC participants that exited to permanent housing		
80% of current participants that are head of households will maintain active enrollment in the Sonoma County Coordinated Entry System (CES), as measured last day of each quarter	# of current participants that are head of households that are actively enrolled in Sonoma County CES		

80% of participants who exited to permanent housing will remain permanently housed at 6 months post exit as measured by participants that complete the housing retention survey.	Total households that exited to permanent housing 6 months prior and completed housing retention survey		
	Of these, total confirmed remain stably housed		
80% of participants who exited to permanent housing will remain permanently housed at 12 months post exit as measured by participants that complete the housing retention survey.	Total households that exited to permanent housing 12 months prior and completed housing retention survey		
	Of these, total confirmed remain stably housed		

Report Completed By:

Full Name

Date

Title

Signature

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), U.S. Department of the Treasury (Treasury), 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 and Treasury.
- 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 in this Agreement.

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 and/or Treasury. 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 and/or Treasury 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 CDBG 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 E**. The quarterly reports shall be submitted to City by October 15, January 15, April 15, and July 15, as more fully set forth in **Exhibit E**.

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 this Agreement. In the event financial or reporting issues are identified by City or through a compliance review by HUD and/or Treasury, Contractor may be required to reimburse the City for funds that were expended on ineligible activities as identified in CDBG 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:

1. the number or proportion of LEP persons eligible to be served or likely to be applying for program services;
2. the frequency with which LEP persons utilize these programs and services;

3. the nature and importance of the program, activity, or service provided; and
4. the benefits from providing LEP services, and the resources available and costs to the CDC for those services.

Balancing these four factors will ensure meaningful access by LEP persons to critical services while not imposing undue burdens on the Contractor. Contractor shall develop and implement a LEP policy consistent with the above guidelines and provide City with copies of its LEP Policy.

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:

1. Temporarily withhold cash payments pending correction of the deficiency by Contractor or more severe enforcement action;
 2. Disallow (that is, deny both use of funds and matching credit for all or part of the cost of the activity or action not in compliance);
 3. Wholly or partly suspend or terminate the current award for Contractor's Program;
 4. Withhold further awards for the Program; or
 5. Take other remedies that may be legally available.
- B. HEARINGS, APPEALS: In taking an enforcement action, City will provide Contractor an opportunity for such hearing, appeal or other administrative proceeding to which the Contractor is entitled under any statute or regulation applicable to the action involved.
- C. EFFECTS OF SUSPENSION AND TERMINATION: Costs incurred by Contractor during a suspension or after termination of an award are not allowable unless City expressly authorizes them in the notice of suspension or termination or subsequently. Other Contractor costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:
1. The costs result from obligations which were properly incurred by Contractor before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are noncancellable; and
 2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.
- D. RELATIONSHIP TO DEBARMENT AND SUSPENSION: The enforcement remedies identified in this section, including suspension and termination, do not preclude Contractor from being subject to 2 CFR part 2424 (see 24 CFR §85.35).

Section 10. Laws, Regulations, Fees, Taxes

- A. All eligible recipients are required to have an active registration with the System for Award Management ("SAM") (<https://www.sam.gov>) pursuant to 2 CFR Part 25.
- B. 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, Treasury, and City from time to time prescribe.

- C. 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.
- D. Contractor shall pay all fees and taxes as required by law.
- E. The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.