

**Agreement between the City of Santa Rosa, the County of Sonoma,
and the City of Petaluma
for Funding of a Homelessness Prevention Pilot Program
for Fiscal Years 2024-2025 and 2025-2026**

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

RECITALS

Whereas, SANTA ROSA, PETALUMA, and COUNTY, in coordination with All Home, a Bay Area policy organization advancing regional solutions to address homelessness, have partnered to develop a regional Homelessness Prevention Pilot Program (“PROGRAM”) for Sonoma County;

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

Whereas, All Home has committed to provide technical assistance to Sonoma County to develop the PROGRAM, including access to its technology platform to prioritize prevention resources to people at high risk of experiencing homelessness, and a match of philanthropic funds up to \$1,300,000 (“PRIVATE MATCH”);

Whereas, SANTA ROSA has agreed to administer the LOCAL MATCH on behalf of the COUNTY and PETALUMA and All Home’s PRIVATE MATCH in the combined total amount of \$2,600,000;

Whereas, Bay Area Community Services (“BACS”) maintains the technology platform and will develop a portal for the PROGRAM as part of the technical assistance provided by All Home;

Whereas, following SANTA ROSA’s issuance of a Request for Proposals (RFP) to seek a lead agency with partner agencies to provide comprehensive homelessness prevention and housing stability services, [CONTRACTOR] was selected to operate the PROGRAM;

Whereas, SANTA ROSA entered into a Grant Agreement for Homelessness Prevention Pilot Program (“PROGRAM AGREEMENT”) dated _____, 2024 with [CONTRACTOR] for the period July 1, 2024 to June 30, 2025 with an option to extend for Fiscal Year 2025-26;

Whereas, SANTA ROSA entered into an agreement [TITLE OF AGREEMENT] with All Home for administration of the PRIVATE MATCH; and

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

1. Obligations of SANTA ROSA

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

2. Obligation of PETALUMA AND COUNTY

For Year One (July 1, 2024 to June 30, 2025), PETALUMA AND COUNTY shall advance funding, in the respective amounts of \$150,000 and \$250,000, to SANTA ROSA within 30 days following execution of this AGREEMENT. For Year Two (July 1, 2025 to June 30, 2026), PETALUMA and COUNTY shall advance funding, in the respective amounts of \$150,000 and \$250,000, to SANTA ROSA by July 30, 2025. These advances are subject to the appropriation of funding by the County of Sonoma Board of Supervisors in the COUNTY budget and the Petaluma City Council in the PETALUMA budget and provided that the PROGRAM AGREEMENT between SANTA ROSA and [CONTRACTOR] remains in effect.

3. Quarterly Payments and Reports

On a quarterly basis, SANTA ROSA shall provide PETALUMA and COUNTY with documentation of payments to [CONTRACTOR], along with documentation of such expenditures by [CONTRACTOR], and qualitative and quantitative status reports submitted by [CONTRACTOR] per the terms of the PROGRAM AGREEMENT.

4. Term of Agreement

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

5. Modifications

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

6. Indemnity/Liability

SANTA ROSA agrees to accept all responsibility for loss or damage to any person or entity, including PETALUMA and/or COUNTY, and to indemnify, hold harmless, and release PETALUMA and/or COUNTY, its officers, agents, and employees from and against any actions, claims, damages, liabilities, disabilities, or expenses that may be asserted by any person or entity, including SANTA ROSA, that arise out of, pertain to, or relate to SANTA ROSA's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this AGREEMENT. SANTA ROSA agrees to provide a complete defense for any claim or action brought against PETALUMA and/or COUNTY based upon a claim relating to such SANTA ROSA's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this AGREEMENT. SANTA ROSA's obligations under this Article apply whether or not there is concurrent or contributory negligence on PETALUMA's and/or COUNTY's part, but to the extent required by law, excluding liability due to PETALUMA's and/or COUNTY's conduct. PETALUMA and/or COUNTY shall have the right to select its legal counsel at SANTA ROSA's expense, subject to SANTA ROSA's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any

limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

7. Counterparts and Electronic Signatures

This AGREEMENT and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or SANTA ROSA-approved electronic means have the same force and effect as the use of a manual signature. SANTA ROSA, PETALUMA, and COUNTY wish to permit this AGREEMENT and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. 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. SANTA ROSA reserves the right to reject any signature that cannot be positively verified by SANTA ROSA as an authentic electronic signature.

8. Confidentiality

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

9. Compliance with Laws

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

10. Right to Audit and Inspect

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

11. Non-Discrimination

SANTA ROSA agrees to comply with all applicable federal, state, and local laws prohibiting discrimination in employment or in the provisions of services because of race, color, religion,

national origin, age, sex, sexual orientation, mental or physical handicap, or any other protected category. SANTA ROSA agrees to comply with Section 19-30 through 19-40 of the Sonoma County Code prohibiting discrimination due to HIV infection or a related condition.

12. Obligations after Termination

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

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

13. No Political or Religious Activity

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

14. Merger

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

15. Method and Place of Giving Notice

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

To COUNTY:	To SANTA ROSA:	To PETALUMA:
Tina Rivera, Director Department of Health Services, County of Sonoma 1450 Neotomas Avenue, Suite 200 Santa Rosa CA 95405 707-565-7901 tina.rivera@sonoma- county.org	Kelli Kuykendall, Manager Housing and Community Services – Homeless Services City of Santa Rosa 90 Santa Rosa Avenue Santa Rosa, CA 95404 707-543-3010 kkuykendall@srcity.org	Karen Shimizu, Assistant Director of Community Development City of Petaluma 11 English Street Petaluma, Ca 94952 707-324-0708 kshimizu@cityofpetaluma.org

And when so addressed shall be deemed given upon deposit in United States mail, postage prepaid. In all other instances notices, invoices, and payments shall be deemed given at the time of actual deliver. Changes may be made in name and addresses to whom notices, invoices, and payments are to be given by giving notice pursuant to this paragraph.

16. Severability

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

17. Assignment and Delegation

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

18. Publicity

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

19. Status of Parties

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

20. Insurance

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

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

CITY OF SANTA ROSA:

Megan Basinger, Director
Housing and Community Services Manager

Dated

Approved as to Form:

City Attorney

Dated

COUNTY OF SONOMA:
Approved:

Tina Rivera, Director
Department of Health Services

Dated

Approved as to Form:

Sonoma County Counsel

Dated

CITY OF PETALUMA:
Approved:

Brian Oh, Director
Community Development

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Attachment One: Insurance Requirements