DATE: May 4, 2020

TO: Honorable Mayor and Members of the City Council and through City Manager

FROM: Jim Carney, Interim Housing Administrator

SUBJECT: Resolution Approving the Contract Between the County of Sonoma and the City of Petaluma for the Purpose of Rehabilitation of the Committee for the Shelterless (COTS) Facilities.

RECOMMENDATION

It is recommended that the City Council Adopt a Resolution Approving the Homelesss Emergency Aid Program (HEAP) Contract Assigned to the City of Petaluma for the Rehabilitation of the COTS’ Mary Isaak Center and the Kids First Family Shelter.

BACKGROUND

In early 2019, on COTS behalf, the City applied to the Sonoma County Community Development Commission (County) for HEAP funds in order to provide funding for the Marry Isaak Center and Kids First Family Shelter. The County Leadership Council awarded the funds and delegated the responsibility for the administration of the HEAP funds to the County. Those funds are for the rehabilitation and improvement costs of the two COTS facilities for Shelterless families, children, and single persons.

DISCUSSION

For the funds to be made available to COTS, the City agreed to enter into an agreement between the County and the City. The award letter signed by the County representative and the Petaluma City Manager outlined the commitment of the parties. Subsequently, in February 2020, the County provided a formal contract including the terms, conditions and responsibilities for the City and COTS, the subrecipient agency (Attached). As COTS staff needed to get the work started on the Mary Isaak Center and Kids First Family Shelter, the City was requested to execute the contract. The City Contract was reviewed by the City Risk Manager, Attorney, Finance Director and Clerk, prior to execution by the City Manager (Attached).

The contract between the City and COTS is designed to allow the City to act as the administrator for the planned improvement. While the City will not receive additional finds for the administration and reporting to the County, the funding will provide expanded service capacity for COTS to assist Petaluma’s homeless families, children, and individuals.
Consequently, the Council is requested to consider approving the resolution that provides acknowledgement of the contract between the City and COTS and allow the City provide the funding and payments of requests for payment for the rehabilitation and improvement expenses for the two shelter facilities. Attachment 3 provides a breakdown of the rehabilitation and improvement tasks planned for this project.

**FINANCIAL IMPACTS**
The City of Petaluma will receive an estimated $386,000 for the HEAP contract, to be utilized as outlined herein. The administrative costs needed to implement the subject contract are covered through funds available to the Housing Division in the current FY 19-20 budget and to be budgeted in FY 20-21.

**ATTACHMENTS**

1. Resolution
2. Homeless Emergency Aid Program (HEAP) Award Letter for COTS & KFFS Shelter Rehabilitation.
3. Contract between the City of Petaluma and COTS for the Rehabilitation of the Mary Isaak Center and Kids Shelter.
RESOLUTION APPROVING THE AGREEMENT BETWEEN THE CITY OF PETALUMA AND THE COMMITTEE FOR THE SHELTERLESS REGARDING THE HOMELESS EMERGENCY AID PROGRAM

WHEREAS, the City provides local funding for the Committee for the Shelterless (COTS) to provide shelters and services for homeless persons in Petaluma; and

WHEREAS, the City of Petaluma applied to the Sonoma County Community Development Commission for Homeless Emergency Aid Program (HEAP) funds; and

WHEREAS the County Leadership Council awarded a grant of HEAP funds in the amount of $385,000 to the City to address the need for the rehabilitation and improvements of the COTS Mary Isaak Center and the Kids First Family Shelter

WHEREAS the delegated the administration of the HEAP funding award and contract to the City of Petaluma; and

WHEREAS, in response to the urgency of the COTS non-profit organization to expedite the use of the HEAP funds to rehabilitate and improve its facilities in order to expand shelter capacities and service: and

WHEREAS, the City has executed the HEAP contract with COTS; and

WHEREAS, the City Council finds and acknowledges the urgency is providing the HEAP funding to COTS to expediously rehabilitate and improve its facilities in order to provide expanded shelter capacity and services to homeless families, children and individual person in the City of Petaluma; and that the 2020-2024 Consolidated Plan outlines affordable housing, and community development strategies which contribute to the well-being and improvement of lives of our low and moderate income residents and the quality of life in our community, and satisfies the requirements of 24 CFR 91.200-230, as required by 24 CFR 91.200(a).

NOW, THEREFORE, BE IT RESOLVED that the Petaluma City Council approves the HEAP contract between the City of Petaluma and the Committee for the Shelterless.
ES-05 Executive Summary

Introduction
The City of Petaluma (City) is an entitlement jurisdiction that receives federal funds from the U.S. Department of Housing and Urban Development (HUD) to invest in local communities. The funds are provided under the Community Development Block Grant Program (CDBG). In order to receive these funds, the City must complete a report every five years called the Consolidated Plan. The primary objective of the CDBG program is to develop viable communities through the provision of decent housing, a suitable living environment, and expanded economic opportunities.

The purpose of the Consolidated Plan is to identify a city or state’s housing and community development needs, priorities, goals and strategies; and to stipulate how funds will be allocated to activities over the period of the Consolidated Plan, which in the case of the City is five years.

The City’s Housing Division is the lead agency overseeing the completion and implementation of the updated Consolidated Plan. The Housing Division is under the City Manager’s Office and receives direction from the City Council of Petaluma in the review and approval of all housing and Block Grant policies and financial allocations. The Consolidated Plan process actively involved the housing and community development organizations in the City, nonprofit providers of affordable housing, service providers to the City’s low/moderate and special needs populations, advocates and others.

This Consolidated Plan 2020-2024 is the strategic plan for allocating and leveraging the CDBG grant. It utilizes qualitative and quantitative data gathered through public input, market analysis, and an assessment of need to identify the highest priority needs in which to direct entitlement dollars. The following goals are proposed to meet these high priority needs (in no particular order or ranking)

• Improve housing opportunities by preserving existing affordable housing
• Provide housing and services to the low income populations, including but not limited to, children, seniors and special needs population (homeless, disabled, etc)
• Increase the supply of affordable housing
• Promote housing opportunities for homeownership
• Improve accessibility in public facilities and infrastructure

The Plan process also included the development of the first-year Action Plan which is the annual plan the City prepares pursuant to the goals outlined in the Consolidated Plan. The Action Plan details the activities the City will undertake to address the housing needs and local objectives using CDBG funds received during the program year 2015/2016.
HUD recommends that grantees implement programs that leverage Federal financial resources to achieve the greatest possible return for the communities and individuals we are intending to assist. With the City’s CDBG allocation being so small, it has been the goal of the Housing Division to concentrate the funds on activities that serve the greater number of residents. Activities to implement the Strategic Action will include:

- Allocate funds to programs that expand or create services for special needs population
- Allocate funds to local partners that collaborate and leverage commitments to promote a higher level of service

**Summary of the objectives and outcomes identified in the Plan Needs Assessment**

Petaluma is located 40 miles north of San Francisco in southern Sonoma County, bisected by the Petaluma River and under the backdrop of the Sonoma Mountains. It is a unique, geographically defined community with a distinctive character derived from its geography and physical diversity.

A brief history of the development of Petaluma shows that the community was incorporated in 1858 and grew steadily following incorporation. There was a notable residential growth spurt following suburbanization from the 1950’s to 1970’s resulting in the adoption of its well-known residential growth management program. Following that landmark legislation, the city slowed its residential growth rate to not exceed 500 units per year through the turn of the 20th century. Although the growth management program is hardly mentioned in today’s planning milieu, the annual growth rate during the first 14 years of the 21st century was at an annual rate of just one half percent.

- The population grew from 57,941 in 2010 to 61,000 in 2020, an increase of approximately 5.12% which represents an annual average growth rate of approximately one-half percent over the ten years.
- The housing supply increased by approximately 9% from 2000 to 2014.
- The percentage of owner-occupied households decreased over the decade from 70% in 2000 to 66% in 2010.

The City is tasked with determining both the areas of greatest need, and the areas in which community investment can have the greatest impact given the limited resources available. 42% of low income households are paying over 30% of their income towards their housing cost. The City has sponsored the development of approximately 1,359 rental units affordable to extremely low-income, very low-income, low-income and moderate-income household, including 685 of family units (51%) and 647 of senior units (49%). Fifteen percent of the renter households are seniors (978 households) with the remaining 85% are for non-senior rental households. Forty-nine percent of the affordable units in Petaluma are designated for seniors. There is a gap between the affordable housing units for families/individuals that Petaluma has built and the need for more housing units for that population.

**Housing Needs (See NA-10)**
• 34% of Petaluma’s households (7,160 households) are extremely low-income, very low-income, or low-income, with incomes ranging from 0-80% of Area Median Income (AMI).
  o 8.8% are extremely low-income (1,885 households at 0-30%)
  o 9.1% are very-low income (1,950 households at 31-50%)
  o 15.5% are low-income (3,325 households at 51-80%)

Public Housing (See NA-35)
• Petaluma does not own any public housing units
• The Section 8 Program is a program of the Sonoma County Housing Authority and serves Petaluma households.
• The Sonoma County Housing Authority assists 399 Petaluma households with Housing Choice Voucher rental assistance. There are 1,170 Petaluma households on the Housing Authority’s Section 8 Housing Choice voucher waiting list

Homeless Needs (See NA-40)
• The 2013 Point-In-Time count for Sonoma County found that 4,280 homeless individuals were living in the City, and 77 percent were unsheltered.
• 21% of the homeless are located in Petaluma.

Non-Homeless Special Needs (See NA-45)
• 4,746 households in Petaluma are 65 and over (22.9% of total households).
• Elderly households are more likely to be low-income with 47% of households 62 or older being extremely low-income, very low-income and low income with incomes ranging from 0-80% AMI, compared to 34% for the City as a whole.
• 40% of households with children fall within low-, very low- and extremely low income households (0-80%)
• Elderly individuals are also more likely to be disabled, with 47% of elderly ages 65 or older considered disabled, compare to 9% of the total overall City population.

Evaluation of past performance

The City prepares the Consolidated Annual Performance and Evaluation Report (CAPER) which outlines how the City met the needs and objectives outlined in the 2010-2015 Consolidated Plan and Annual Action Plan. The City’s key accomplishments over the 2010-2015 Consolidated Plan period include:

• Preserved affordability of more than 243 units of housing units, senior, disabled, and multi-family.
• Assisted approximately 1,050 seniors through its Meals on Wheels program.
• Provided a new children’s playground/sport court which improved access to a suitable living environment for 230 children at one of our affordable family complexes.
• Provided new ADA access to a public facility for approximately 4,746 persons with disabilities.
• Provide funds to rehabilitate a children’s center to provide improved access to services for 130 children.

Accomplishments of the City with other housing funds:
• Provided funds to assist approximately 2,766 homeless individuals by supporting COTS programs – the Mary Isaak Center and their family transitional housing program.
• Provided funds to purchase property at 951 Petaluma Blvd. So., for future affordable housing.
• Provided funds for the development of 181 affordable housing units (multi-family and senior) in three projects, which are completed and are fully occupied.
• Provided funds for over 1,250 children access to the Boys and Girls Club program at five of our affordable housing family complexes.
• Provided funds to add a commercial kitchen to the Mary Isaak Center.
• Provided funds to the City’s Fair Housing program that provided accessibility to services for over 1,206 people.
CITY OF PETALUMA

Housing Subrecipient Grant Agreement

COMMITTEE ON THE SHELTERLESS

HEAP Funding

(Participants)
Mary Isaak Center
Kids First Family Shelter

(Project Numbers)
H00202102-54130-170004
H00202101-54130-170003

THIS HOUSING SUBRECIPIENT GRANT AGREEMENT ("Agreement") is entered into and effective as of February 1, 2021 ("Effective Date"), by and between the City of Petaluma, a municipal corporation and a charter city ("CITY") and Committee on the Shelterless, a nonprofit agency ("SUBRECIPIENT") (collectively, the "Parties").

WHEREAS, the Petaluma City Council has an adopted Housing Element and Consolidated Strategic Plan that contain policies and programs encouraging the development of affordable housing and the provision of supportive services for the residents; and

WHEREAS, funding allocations are made during the annual budget cycle to support those policies and programs, and

WHEREAS, the CITY wishes to engage the SUBRECIPIENT to assist the CITY in utilizing such funds;

The Petaluma City Council has determined that the Program ("the PROGRAM") described in Exhibit "A" is a Program of Benefit to the citizens of Petaluma.

1. **SERVICES.** SUBRECIPIENT shall provide the services as described in and in accordance with the schedule set forth in Exhibit "A" attached hereto and incorporated herein ("Services").

2. **COMPENSATION; BUSINESS TAX CERTIFICATE.** As compensation for all services of SUBRECIPIENT in performance of this Agreement, CITY shall pay to SUBRECIPIENT as follows:

   A. For the full performance of the Services as described herein, CITY shall compensate SUBRECIPIENT in accordance with budget specified in Exhibit "A".

   B. SUBRECIPIENT shall submit a claim for payment to CITY in an amount not to exceed the amount specified in Exhibit "A". Each claim will be a complete report of cash disbursements for the payment period and will correspond to the milestones set forth in Exhibit "A". The CITY may withhold from the amount claimed any amount equal to any questionable expenditure.
C. In the event that the CITY’s fiscal and program monitoring of SUBRECIPIENT’s program indicates that SUBRECIPIENT 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 SUBRECIPIENT, without waiving any other legal remedy because of SUBRECIPIENT’s non-performance.

D. If SUBRECIPIENT has not expended all funds allocated to it in accordance with the Budget specified in Exhibit “A” by the end of the contract term, then SUBRECIPIENT shall return to CITY all such unexpended funds or request a carryover; provided, however, that nothing in this Section shall restrict SUBRECIPIENT’s ability to request amendment pursuant to Paragraph 9 of the contract.

3. TERM. This Agreement is for a term commencing on July 1, 2019 and ending June 30, 2021, unless terminated by the CITY due to funding shortages. Upon termination, all funds not spent are disencumbered to the SUBRECIPIENT. This term may be modified by the CITY upon receipt of a written justification from the SUBRECIPIENT.

Upon termination, any and all of CITY’s documents or materials provided to SUBRECIPIENT and any and all of the documents or materials prepared for CITY or relating to the performance of the Services, shall be delivered to the CITY as soon as possible, but not later than fourteen (14) days after termination of the Agreement.

4. SUBRECIPIENT’s REPRESENTATION; INDEPENDENT CONTRACTOR. It is specifically agreed that in providing the services and in rendering its performance under this Agreement, SUBRECIPIENT is an independent contractor and is not and shall not be construed to be an officer or employee of CITY. SUBRECIPIENT is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, medical or dental plans, or other benefit provided by CITY for its employees.

The SUBRECIPIENT does not (not withstanding any provision herein) take any responsibility for repayment of loans or action of participants. SUBRECIPIENT will endeavor to meet the requirements of CITY but cannot take responsibility for action of third parties.

CITY has relied upon said representation as a material inducement to enter into this Agreement. Contractor shall, therefore, provide properly skilled professional and technical personnel to perform all Services under this Agreement. It is expressly understood that Contractor and its agents and employees, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of CITY. This Agreement shall not be construed as an agreement for employment.

5. LICENSES, PERMITS, ETC. SUBRECIPIENT shall, at SUBRECIPIENT’s sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits or other such approvals which are legally required for performing the Services.
6. **TIME.** SUBRECIPIENT shall devote such time to the performance of the Services as may be reasonably necessary for satisfactory performance of SUBRECIPIENT’s obligations pursuant to this Agreement.

7. **INSPECTION.** SUBRECIPIENT shall provide the CITY every reasonable opportunity to ascertain that the Services are being performed in accordance with the requirements and intentions of this Agreement. All work done, and materials furnished, if any, shall be subject to inspection and approval by the CITY. The inspection of such work shall not relieve SUBRECIPIENT of any of its obligations pursuant to this Agreement.

8. **FINANCIAL REQUIREMENTS/AUDITS/REPORTING.**

   A. The SUBRECIPIENT shall be accountable to CITY for all funds requested by and released to the SUBRECIPIENT pursuant to this Agreement and the disbursement thereof.

   B. The SUBRECIPIENT shall maintain a full set of books with generally accepted accounting principles, procedures and regulations as deemed necessary by CITY. Such records shall be maintained by qualified personnel and done in a timely manner. The SUBRECIPIENT shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the CITY’s annual performance and evaluation report in which the activities assisted under the Agreement are reported on for the final time.

   C. The SUBRECIPIENT shall at any time during normal business hours and as often as CITY may deem necessary, make available to their representatives for examination all of its records with respect to all matters covered by this Agreement and shall permit CITY 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. SUBRECIPIENT is to adhere to audit requirements as set forth by CITY (OMB Circular A-133). SUBRECIPIENT may have responsibilities under OMB Circular A-133 for a single audit if they have spent $750,000 or more of Federal funds from any source during the year (or the current Federal spending limit). SUBRECIPIENT will need to submit to the CITY a copy of their single audit report.

   E. SUBRECIPIENT shall permit and facilitate observation and inspection of the work and records at the SUBRECIPIENT’s principal office and job site by CITY, its employees and the public authorities during reasonable business hours.

   F. Authorized representatives of CITY shall perform fiscal monitoring of SUBRECIPIENT’s record keeping and reporting to assure compliance with this Agreement.

   G. CITY shall have the responsibility to review and approve SUBRECIPIENT’s claims. Approval shall be based on whether or not SUBRECIPIENT is making expenditures, keeping records and providing services, as required by this Agreement.

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HOUSING SUBRECIPIENT GRANT AGREEMENT
July 2019
H. SUBRECIPIENT shall submit a Trial Balance and Revenue and Cost Statement, prepared from SUBRECIPIENT’s books, each time the SUBRECIPIENT submits a reimbursement request to CITY. CITY shall have the responsibility to review and approve SUBRECIPIENT’s claims. Approval shall be based on whether or not SUBRECIPIENT is making expenditures, keeping records and providing services, as required by this Agreement.

I. Any funds received as return of costs or as income generated from activities funded by this Agreement are the property of the CITY and are to be transmitted to the CITY promptly.

9. **BUDGET.** Any requested modification to the line items of the Budget attached to and incorporated as part of this Agreement shall be reviewed and approved by CITY prior to the expenditure of funds detailed in the budget change. Budget modifications shall not alter: (1) the basic scope of services required to be performed under this Agreement; or (2) the total amount of the authorized budget of this Agreement (**see Exhibit “A”**).

10. **PROGRAM MONITORING AND EVALUATION.**

A. **Purpose**

SUBRECIPIENT 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 program goals (**see Exhibit “A”**).

SUBRECIPIENT and CITY staff shall do on-going evaluation of the Scope of Services as specified in the Agreement. SUBRECIPIENT shall report to CITY when requested to do so.

1. The reports shall include, but shall not be limited to, the following data elements:
   
a. Title of program, list of components, description of activities/operations.

b. Goals. The projected goals, indicated numerically, and also the goals achieved (for each report period). In addition, identify by percentage and description, the progress achieved towards meeting the specified goals; additionally, identify any problems encountered in meeting goals.

c. For each client served, provide the following information:
   - Very low income (less than 50% of median)
   - Low income (80% - 50% of median)
   - Senior (62+)
   - Female Headed Household
   - Disabled
   - City of last residence if within Sonoma County or whether they are out of the County

2. Racial and Ethnicity data will be recorded for each individual participating in a program and/or living in housing units that are federally funded. The
form that should be used is form HUD-27061 (9/2003). If a person does not want to complete the form, subrecipient should visually access the person’s ethnicity and document it on the form.

The Ethnic categories are:
- Hispanic or Latino
- Not-Hispanic or Latino

The Racial categories are:
- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White
- Other

3. The report shall include a summary of the accomplishments of the project/program and who was served. In reviewing the report, any under-representation of any group based on race, color, national origin, or disability, the SUBRECIPIENT must assure that all marketing procedures were followed to assure equity in participation of those groups. The SUBRECIPIENT must utilize affirmative and outreach efforts in accordance with the CITY’S Affirmative Fair Housing Marketing Plan and Procedures.

4. The report shall be combined into a yearly cumulative report by the SUBRECIPIENT.

B. Responsibility of CITY

CITY shall have ultimate responsibility for overall project monitoring and evaluation.

11. PROGRESS REPORTS. Upon the CITY’s request, SUBRECIPIENT shall provide, in a form acceptable to CITY, written progress reports of all oral and written observations, opinions, recommendations, analyses, progress and conclusions related to SUBRECIPIENT’s performance of the Services.

12. CONFIDENTIALITY. In the course of SUBRECIPIENT’s employment, SUBRECIPIENT may have access to trade secrets and confidential information, disclosure of which is protected or limited by law. SUBRECIPIENT shall not directly or indirectly disclose or use any such confidential information, except as required for the performance of the Services.

13. CONFLICT OF INTEREST. SUBRECIPIENT represents that it presently has no interest, and covenants that it shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services hereunder. SUBRECIPIENT further covenants that, in the performance of this Agreement, it shall not employ any subcontractor or person having such a conflict of interest. SUBRECIPIENT represents that no one who has or will have any financial interest under the Agreement is an officer or employee of City. If such conflict of interest arises during
this Agreement or any extension, SUBRECIPIENT will immediately advise City and City may, at its sole discretion, immediately terminate this Agreement. Certain SUBRECIPIENTS are subject to the requirements, including the disclosure and reporting requirements, of the City’s Conflict of Interest Code adopted pursuant to the Political Reform Act. Such SUBRECIPIENTS subject to the City’s Conflict of Interest Code include those whose work may involve: making government decisions regarding approval or adoption of rates, rules, or regulations, action on permits or other applications, authorization to enter into or modify contracts, or approval of plans, designs, reports, or studies. SUBRECIPIENT agrees to comply fully with all such requirements to the extent they apply to SUBRECIPIENT’s performance of the Services.

14. STANDARD OF PERFORMANCE. SUBRECIPIENT shall perform all the Services in a manner consistent with the standards of SUBRECIPIENT’s profession. All instruments of service of whatsoever nature, which SUBRECIPIENT delivers to CITY pursuant to this Agreement, shall be prepared in a substantial, workmanlike manner and conform to the standards of SUBRECIPIENT’s profession. All such instruments of service shall become the sole and exclusive property of CITY upon delivery of the same.

15. ASSIGNMENT/TRANSFER. No assignment or transfer in whole or in part of this Agreement shall be made without the prior written consent of CITY.

16. SUBCONTRACTORS. SUBRECIPIENT shall directly perform all Services, and shall not subcontract any portion of performance of the Services without the prior written consent of CITY. Any such subcontractors shall be required to comply, to the full extent applicable, with the terms and conditions of this Agreement, including but not limited to, procuring and maintaining insurance coverage as required herein and which shall name CITY as an additional insured.

17. COMPLIANCE WITH ALL LAWS. SUBRECIPIENT shall fully comply with all applicable local, state and federal rules, laws, regulations and ordinances pertaining to the performance of the Services required hereunder; including but not limited to, the California Building Standards Code as in effect in the CITY, the Americans with Disabilities Act, and any laws and regulations related to any copyright, patent, trademark or other intellectual property right involved in performance of the Services. SUBRECIPIENT’s failure to comply with any law(s) or regulation(s) applicable to the performance of the Services hereunder shall constitute a material breach of this Agreement. To the extent that any other government agency or entity provides compensation for any Services, SUBRECIPIENT shall comply with all rules and regulations applicable to such fiscal assistance.

18. LIVING WAGE ORDINANCE. Without limiting the foregoing Section 17, SUBRECIPIENT shall comply fully with all applicable requirements of Petaluma Municipal Code, Chapter 8.36, Living Wage (the “Living Wage Ordinance”), as the same may be amended from time to time. Upon the CITY’s request SUBRECIPIENT shall promptly provide to the CITY documents and information verifying SUBRECIPIENT’s compliance with the requirements of the Living Wage Ordinance, and shall within fifteen (15) calendar days of the Effective Date of this Agreement, notify each of its affected employees as to the amount of wages and time off that are required to be provided to them pursuant to the Living Wage Ordinance. The Acknowledgement and Certification Pursuant to City of Petaluma Living Wage Ordinance, attached to this Agreement as Exhibit C, shall be a part of this
Agreement for all purposes, and SUBRECIPIENTS that are subject to Living Wage Ordinance requirements, as determined by the CITY, must provide a properly completed Exhibit C in accordance with the requirements of the Living Wage Ordinance. SUBRECIPIENT’s noncompliance with the applicable requirements of the Living Wage Ordinance shall constitute cause for CITY’s termination of this Agreement pursuant to Section 4 hereof.

19. **DISCRIMINATION.** During the performance of this Agreement, SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, ancestry, gender, sexual orientation, age or physical or mental disability in violation of any applicable law.

20. **NOTICE.** Except as otherwise specified in this Agreement, all notices to be sent pursuant to this Agreement shall be made in writing and sent to the Parties at their respective addresses specified below or to such other address as a Party may designate by written notice delivered to the other Party in accordance with this Section. All such notices shall be sent by:

(i) personal delivery, in which case notice is effective upon delivery;

(ii) certified or registered mail, return receipt requested, in which case notice shall be deemed delivered on receipt if delivery is confirmed by a return receipt;

(iii) nationally recognized overnight courier, with charges prepaid or charged to the sender’s account, in which case notice is effective on delivery if delivery is confirmed by the delivery service; or

(iv) facsimile transmission, in which case notice shall be deemed delivered upon transmittal, provided that (a) a duplicate copy of the notice is promptly delivered by first-class or certified mail or by overnight delivery, or (b) a transmission report is generated reflecting the accurate transmission thereof. Any notice given by facsimile shall be considered to have been received on the next business day if it is received after 5:00 p.m. recipient’s time or on a nonbusiness day.

**CITY:**
City Clerk
City of Petaluma
Post Office Box 61
Petaluma, California 94953
Phone: (707) 778-4360
Fax: (707) 778-4554
Email: cityclerk@ci.petaluma.ca.us

AND

**SUBRECIPIENT:**
Chuck Fernandez, Chief Executive Officer
Committee on the Shelterless
P. O. Box 2744
Petaluma, CA 94953
Phone: 707-765-6530
Fax: ______
Email: cfernandez@cotts.org

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HOUSING SUBRECIPIENT GRANT AGREEMENT
July 2019
21. **OWNERSHIP OF DOCUMENTS.** All original papers, documents or computer material on disk or microfilm, and copies thereof, produced as a result of this Agreement, shall be the property of CITY and may not be used by SUBRECIPIENT without the written consent of CITY. Copies of such documents or papers shall not be disclosed to others without the written consent of the City Manager or his or her designated representative.

22. **INDEMNIFICATION.** To the maximum extent permitted by law, SUBRECIPIENT shall, at its own expense, indemnify, defend with counsel acceptable to the CITY, (which acceptance will not be unreasonably withheld), and hold harmless CITY and its officers, officials, employees, agents and volunteers (“Indemnitees”) from and against any and all liability, loss, damage, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, civil penalties and fines, expenses and costs (including, without limitation, claims expenses, attorney’s fees and costs and fees of litigation) (collectively, “Liability”) of every nature, whether actual, alleged or threatened, arising out of or in connection with the Services or SUBRECIPIENT’s failure to comply with any of the terms of this Agreement, regardless of any fault or alleged fault of the Indemnitees.

The SUBRECIPIENT’s obligation to indemnify, defend and hold harmless under this provision shall not be excused because of the SUBRECIPIENT’s inability to evaluate Liability, or because the SUBRECIPIENT evaluates Liability and determines that the SUBRECIPIENT is not or may not be liable. The SUBRECIPIENT must respond within 30 calendar days to any tender for defense and indemnity by the CITY, unless the time for responding has been extended by an authorized representative of the CITY in writing. If the SUBRECIPIENT fails to accept tender of defense and indemnity within 30 calendar days, in addition to any other remedies authorized by law, so much of the money due or that may become due the SUBRECIPIENT under this Agreement as shall reasonably be considered necessary by the CITY, may be retained by the CITY until disposition has been made of the matter subject to tender, or until the SUBRECIPIENT accepts the tender, whichever occurs first. In the event that the CITY must file responsive documents in a matter tendered to SUBRECIPIENT prior to SUBRECIPIENT’s acceptance of tender, SUBRECIPIENT agrees to fully reimburse all costs, including but not limited to attorney’s fees and costs and fees of litigation, incurred by the CITY in filing such responsive documents.

The SUBRECIPIENT waives any and all rights to express or implied indemnity against the Indemnitees concerning any Liability of the SUBRECIPIENT arising out of or in connection with the Services or SUBRECIPIENT’s failure to comply with any of the terms of this Agreement. The defense and indemnification obligations of this Agreement shall no way be limited by, the insurance obligations that apply to this Agreement pursuant to Section 23.

Notwithstanding the foregoing, to the extent this Agreement is a “construction contract” as defined by California Civil Code Section 2783, as may be amended from time to time, SUBRECIPIENT’s duty to indemnify under this provision shall not apply when to do so would be prohibited by California Civil Code Section 2782, as may be amended from time to time.

Notwithstanding the foregoing, to the extent that the Services include design professional services subject to California Civil Code Section 2782.8, as may be amended from time to time, SUBRECIPIENT’s duty to indemnify shall only be to the maximum extent permitted by California Civil Code Section 2782.8.
23. **INSURANCE.** SUBRECIPIENT shall comply with the “Insurance Requirements for SUBRECIPIENTS” in Exhibit B, attached hereto and incorporated herein by reference.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. CITY’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or CITY’s failure to identify any insurance deficiency shall not relieve SUBRECIPIENT from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

24. **AMENDMENT.** This Agreement may be amended only by a written instrument executed by both Parties.

25. **LITIGATION.** If litigation ensues which pertains to the subject matter of SUBRECIPIENT’s services hereunder, SUBRECIPIENT, upon request from CITY, agrees to testify therein at a reasonable and customary fee.

26. **CONSTRUCTION.** This Agreement is the product of negotiation and compromise on the part of both Parties and that the Parties agree that, notwithstanding Civil Code Section 1654, any uncertainty in the Agreement shall not be construed against the drafter of the Agreement.

27. **GOVERNING LAW; VENUE.** This Agreement shall be enforced and interpreted under the laws of the State of California and the City of Petaluma. Any action arising from or brought in connection with this Agreement shall be venued in a court of competent jurisdiction in the County of Sonoma, State of California.

28. **NON-WAIVER.** The CITY’s failure to enforce any provision of this Agreement or the waiver thereof in a particular instance shall not be construed as a general waiver of any part of such provision. The provision shall remain in full force and effect.

29. **SEVERABILITY.** If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

30. **NO THIRD-PARTY BENEFICIARIES.** The Parties do not intend to create, and nothing in this Agreement shall be construed to create any benefit or right in any third party.

31. **MEDIATION.** The Parties agree to make a good faith attempt to resolve any dispute arising out of this Agreement through mediation prior to commencing litigation. The Parties shall mutually agree upon the mediator and shall divide the costs of mediation equally.

32. **SUBRECIPIENT’s BOOKS and RECORDS.**
   A. SUBRECIPIENT shall maintain any and all ledgers, books of accounts, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services, or expenditures and disbursements charged to the CITY for a minimum period of three (3) years or for any longer period required by law, from the date of final payment to SUBRECIPIENT pursuant to this Agreement.
B. SUBRECIPIENT shall maintain all documents and records which demonstrate performance under this Agreement for a minimum period of three (3) years or for any longer period required by law, from the date of termination or completion of this Agreement.

C. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit, at any time during regular business hours, upon written request by the City Manager, City Attorney, City Finance Director, or a designated representative of these officers. Copies of such documents shall be provided to the CITY for inspection at Petaluma City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records shall be available at SUBRECIPIENT’s address indicated for receipt of notices in this Agreement.

D. Where CITY has reason to believe that such records or documents may be lost or discarded due to dissolution, disbandment or termination of SUBRECIPIENT’s business, CITY may, by written request by any of the above-named officers, require that custody of the records be given to the CITY and that the records and documents be maintained in Petaluma City Hall. Access to such records and documents shall be granted to any party authorized by SUBRECIPIENT, SUBRECIPIENT’s representatives, or SUBRECIPIENT’s successor in interest.

33. **HEADINGS.** The headings used in this Agreement are for convenience only and are not intended to affect the interpretation or construction of any provisions herein.

34. **SURVIVAL.** All obligations arising prior to the termination or expiration of this Agreement and all provisions of this Agreement allocating liability between CITY and SUBRECIPIENT shall survive the termination or expiration of this Agreement.

35. **ENTIRE AGREEMENT.** This Agreement, including the exhibits attached hereto and incorporated herein, constitutes the entire agreement between the Parties with respect to the Services, and supersedes all prior agreements or understandings, oral or written, between the Parties in this regard.

IN WITNESS WHEREOF, the parties hereto have executed this document the day, month and year first above written.

\[
\text{CITY OF PETALUMA} \\
\text{City Manager} \\
\text{ATTEST:} \\
\text{City Clerk}
\]

\[
\text{SUBRECIPIENT} \\
\text{By} \\
\text{Name} \\
\text{Chief Executive Officer} \\
\text{Title} \\
\text{900 Harper Street} \\
\text{Address} \\
\text{Petaluma, CA 94952} \\
\text{City State Zip}
\]

HOUSING SUBRECIPIENT GRANT AGREEMENT  
July 2019
City Attorney

68-0176855
Taxpayer I.D. Number

L-0801736
Petaluma Business Tax Certificate Number

HOUSING SUBRECIPIENT GRANT AGREEMENT
July 2019
<table>
<thead>
<tr>
<th>Project Description</th>
<th>HVAC Repair &amp; Upgrade</th>
<th>Kitchen High-Temp System</th>
<th>ADA Door Replacement &amp; Upgrade</th>
<th>Exterior Wall Repair</th>
<th>Storage Capacity Expansion</th>
<th>New Bed Frames, Mattresses, Lockers</th>
<th>Bathroom Fixtures</th>
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**Total Budget for MIC**: $326,000

**Exhibit A**
<table>
<thead>
<tr>
<th>EXHIBIT A</th>
</tr>
</thead>
</table>

**Committee on the Shelterless (COTS)**

Capital Improvements | Kids First Family Shelter, 1500 Petaluma Blvd. So, Petaluma, CA

Requested through City of Petaluma

<table>
<thead>
<tr>
<th>Budgeted Amount</th>
<th>$60,000</th>
</tr>
</thead>
</table>

**Project Description**
Existing HVAC is underpowered and limits number of family shelter occupants. Replacing & upgrading HVAC system will expand shelter capacity.

**Project Breakdown**

<table>
<thead>
<tr>
<th>HVAC</th>
<th>$35,000</th>
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</thead>
<tbody>
<tr>
<td>Electrical &amp; Gas Contractors</td>
<td>$25,000</td>
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</tbody>
</table>

**Timeline**

- 6-months: shop drawings, permits, equipment & materials
- 4-months: electrical upgrade, existing HVAC removal and installation

**Environmental Impact**
Minimal environmental impact outside of demolition and disposal of common construction debris and existing equipment.

**TOTAL BUDGET FOR KIDS FIRST SHELTER**

$60,000
EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor’s performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor’s agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

☑ Coverage shall be at least as broad as:
   Insurance Services Office Commercial General Liability coverage:
   a. Personal injury;
   b. Contractual liability.

☑ Insurance Services Office form covering Automobile Liability (any auto).

☐ Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.

☐ Professional Liability/Errors and Omissions

☐ Crime/Employee Blanket Fidelity Bond

☐ Property Insurance against all risks of loss to any tenant improvements or betterments.

☐ Pollution Liability Insurance

☐ Garage Liability

☐ Garagekeepers Insurance

☐ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability

☐ Abuse or Molestation Liability Coverage

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

☑ General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.

☐ Products/Completed Operations: $1,000,000 per occurrence/aggregate.

☑ Automobile Liability: $1,000,000 per accident for bodily injury and property damage.

☑ Employer’s Liability:
   Bodily Injury by Accident - $1,000,000 each accident.
   Bodily Injury by Disease - $1,000,000 policy limit.
   Bodily Injury by Disease - $1,000,000 each employee.

☐ Professional Liability/Errors and Omissions: $1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.

☐ Crime/Employee Blanket Fidelity Bond - $1,000,000: Contractor, at its own cost and
expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of
$1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance,
destruction (inside or outside).

☐ All Risk Property Insurance: Full replacement cost.
☐ Pollution legal liability with limits no less than $1,000,000 per occurrence or claim and
$2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the
retroactive date must be shown and must be before the date of the Agreement or the
beginning of the contract work.
☐ Garage Liability: $1,000,000 per occurrence.
☐ Garagekeepers Insurance: $1,000,000 per occurrence.
☐ Technology Professional Liability Errors and Omissions Insurance appropriate to the
Consultant’s profession and work hereunder, with limits not less than $1,000,000 per
occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations
as is undertaken by the Vendor in this agreement and shall include, but not be limited to,
claims involving infringement of intellectual property, copyright, trademark, invasion of
privacy violations, information theft, release of private information, extortion and network
security. The policy shall provide coverage for breach response costs as well as regulatory
fines and penalties as well as credit monitoring expenses with limits sufficient to respond
to these obligations.

1. The Policy shall include, or be endorsed to include, **property damage liability coverage**
for damage to, alteration of, loss of, or destruction of electronic data and/or information
“property” of the City in the care, custody, or control of the Consultant. If not covered
under the Consultant’s liability policy, such “property” coverage of the City may be
endorsed onto the Consultant’s Cyber Liability as covered property as follows:

2. **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of
damage to, alteration of, loss of, or destruction of electronic data and/or information
“property” of the City that will be in the care, custody, or control of the Consultant.

3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance
coverage and limits carried by or available to the Consultant; or 2) the minimum
Insurance requirements shown in this Agreement. Any insurance proceeds in excess of
the specified limits and coverage required, which are applicable to a given loss, shall be
available to the City. No representation is made that the minimum Insurance
requirements of this Agreement are sufficient to cover the indemnity or other obligations
of the Consultant under this agreement.

☐ Abuse or Molestation Liability Coverage: $1,000,000 per occurrence; $2,000,000
aggregate.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and approved by the City. At
the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-
insured retentions as respects the City, its officers, officials, employees, and volunteers; or the
Consultant shall procure a bond guaranteeing payment of losses and related investigations,
claim administration and defense expenses. Policies containing any self-insured retention
(SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either
the named insured (Contractor) or the City.

*INSURANCE REQUIREMENTS (City)*
Dec 2018
City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City’s failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

2. Primary and Non-Contributory: For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer’s liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker’s compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.

7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma’s own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.
F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.
EXHIBIT C

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO
CITY OF PETALUMA LIVING WAGE ORDINANCE
PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance ("Ordinance"), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an "Agreement") between the City of Petaluma ("City") and/or the Petaluma Community Development Commission ("PCDC") and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits ("covered entities").

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.

- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.
SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: _____

Committee on the Shelterless Date: 1/3/20
(Print Name of Covered Entity/Business Capacity)

By Chuck Fernandez
(Print Name)

/s/ Chuck Fernandez
(Signature)

Its Chief Executive Officer
(Title/Capacity of Authorized Signer)
REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR
CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW
OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE
CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL
SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR
COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS
BOARD, WHICH:

• AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE
  AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY
  DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA
  MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND

• HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE
  BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND
  CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE
COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF
ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE":  

NONE

ATTACH ADDITIONAL PAGES IF NEEDED.

Date: 

Regulatory Agency or Court: 

Subject Matter: 

Resolution, if any: 

Expected resolution, if known: 

Page 3 of 3
# Certificate of Liability Insurance

**Date (Policy Effective):** 4/1/2010

**Certificate Number:** 198148865

**Revised Number:**

### COVERSAGES

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend, or alter the coverage afforded by the policies below. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder.

**Important:** If the certificate holder is an Additional Insured, the policy(s) must have Additional Insured provisions or be endorsed. If Subrogation is Waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Policy Number:**

- **HHS857697911**
- **WC21000006743**

**Insurers:**
- **101 Second Street, Suite 120, Petaluma CA 94952**
- **PO Box 2744, Petaluma CA 94953**

**Committee on the Shelterless**

**Insurer(s):**
- **StarNet Insurance Company**
- **New York Marine & General Insurance Company**

**Insurer C:**

**Insurer D:**

**Insurer E:**

**Insurer F:**

### Certificates of Liability Insurance

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<th>Policy Number</th>
<th>Date</th>
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<td>4/1/2019</td>
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<tr>
<td>Umbrella Liability</td>
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<td>HHS857697911</td>
<td>4/1/2019</td>
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### Description of Operations/Locations/Vehicles

Re: As Per Contract or Agreement on File with Insured. The City of Petaluma and the Petaluma Community Development Successor Agency, their officers, agents, employees, agents, and volunteers are included as an additional insured on General Liability policy per the attached endorsement, if required and also included as an additional insured (primary and non-contributory) on Automobile Liability policy, if required. The Additional Insured and Primary and Non-contributory endorsements have been requested for Automobile Liability policy from the insurance company and if approved will be forwarded when received. Waiver of Subrogation is included on Workers Compensation policy, if required. The Waiver endorsement has been requested for Workers Compensation policy from the insurance company and if approved will be forwarded when received.

### Certificate Holder

**City of Petaluma, Housing Division, 27 Howard Street, Petaluma, CA 94953**

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance with the Policy Provisions,**

**Authorized Representative:**

© 1988-2015 ACORD CORPORATION. All rights reserved.
(ii) Which takes place after you cease to be a tenant in that premises.

(c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:

(i) The preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and

(ii) Supervisory, inspection, or engineering services.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this paragraph (e), does not extend coverage to that party as an Additional Insured.

Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.

b. Additional Insured – Contractual Obligations

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisos:

(a) Coverage is limited to liability arising out of:

(i) Your ongoing operations performed for such Additional Insured; or

(ii) Such Additional Insured's financial control of you; or

(iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

(iv) A permit issued to you by a state or political subdivision.

(b) Coverage does not apply to any "occurrence" or offense:

(i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or
(a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

(b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.

(d) Coverage provided herein shall be considered excess over any other valid and collectible Insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

d. Additional Insured – Manager or Lessor of Premises

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:

(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured;

but only if the written or oral agreement is an "insured contract";

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible Insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or

(b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an Insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:
(a) A written contract; or

(b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"

(i) Currently in effect or to become effective during the term of this policy; and

(ii) Executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:

(a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event;"

(b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy’s terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.

(c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible Insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

(a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or

(b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which which the "special event" is held.

f. Additional Insured – Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

(a) "Bodily injury" or "personal injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);

(ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or

(iii) Arising out of his or her providing or failing to provide professional health care services.

(b) "Personal Injury":

(i) To a co-"employee" while in the course of his or her employment, or

(ii) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;
(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (b) (i) or (b) (ii) above.

(c) "Property damage" to property:

(i) Owned, occupied or used by;

(ii) Rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

L. BLANKET WAIVER OF SUBROGATION

Paragraph 8, under Section IV – Commercial General Liability Conditions is deleted and replaced with the following:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

a. If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
18. Blanket Waiver Of Subrogation

The following is added to Section IV – Business Auto Conditions, A. Loss Conditions.

6. If required by written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".
### Committee on the Shelterless

**Overall Status:** APPROVED

<table>
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<tr>
<th>INFO</th>
<th>CONTRACT NUMBER</th>
<th>PROJECT NUMBER</th>
<th>PROJECT NAME</th>
<th>DEPARTMENT NAME</th>
<th>PROJECT STATUS</th>
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<td>🏡 Housing agreement</td>
<td></td>
<td>Housing</td>
<td>City Manager</td>
<td>APPROVED</td>
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</tbody>
</table>

#### Required Policies

**General Liability Agent**
- **04/01/2019 — 04/01/2020**
- Policy: HHS8567967991
- Insurer: StarNet Insurance Company

- Each Occurrence:
  - Fire Damage (Any one fire): $1,000,000
  - Medical (Any one person): $10,000
  - Personal Injury: $1,000,000
  - General (Aggregate): $3,000,000
- Combined Single Limit (All Accidents):
  - Bodily Injury (Per Person): $1,000,000
  - Bodily Injury (Per Accident): $1,000,000
  - Property: $3,000,000

**Automobile Liability Agent**
- **04/01/2019 — 04/01/2020**
- Policy: HHS8567967991
- Insurer: StarNet Insurance Company

**Excess Agent**
- **04/01/2019 — 04/01/2020**
- Policy: WC2019000098743
- Insurer: StarNet Insurance Company

- EL Each Accident: $1,000,000
- EL Disease - Eo Employee: $1,000,000
- EL Disease - Policy Limit: $1,000,000

**Workers Compensation Agent**
- **04/01/2019 — 04/01/2020**
- Policy: WC2018000098743
- Insurer: New York Marine And General Insurance Co

#### Required Documents

- General Liability Policy
- Document has been uploaded elsewhere
- 9/3/2019 12:54 pm

- Automobile Policy
- Document has been uploaded elsewhere
- 9/3/2019 12:54 pm

- Additional Insured Endorsement, CG20101185 or Equivalent
- Document has been uploaded elsewhere
- 9/3/2019 12:54 pm

- Primary Wording & Non Contributory
- Document has been uploaded elsewhere
- 9/3/2019 12:54 pm

- Waiver of Subrogation for General Liability Workers Compensation and Automobile
- Document has been uploaded elsewhere
- 9/3/2019 12:54 pm

- ACORD Form
- City-of-Petaluma_Committee-on-th_2019-Master-w-U_4-1-2019_1981488685_1.pdf
- Document has been uploaded elsewhere
- 8/19/2019 5:51 pm

- 30 Day Notice of Cancellation
- Document has been uploaded elsewhere
- 9/3/2019 12:54 pm

- Additional Insured Endorsement, CG20101185 or Equivalent (NOTE: This requires Products-Completed Operations Endorsement)
- Document has been uploaded elsewhere
- 9/3/2019 12:54 pm

- Insurance Declaration Page
- Document has been uploaded elsewhere
- 9/3/2019 12:55 pm

**User Uploaded Documents**

Currently no documents uploaded
EXHIBIT B
INSURANCE REQUIREMENTS
FOR ALL AGREEMENTS

Contractor’s performance of the Services under this Agreement shall not commence until Contractor shall have obtained all insurance required under this paragraph and such insurance shall have been approved by the City Attorney as to form and the Risk Manager as to carrier and sufficiency. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier.

Contractor shall procure and maintain for the duration of the contract all necessary insurance against claims now and in the future for injuries to persons or damages to property which may arise from or in connection with the performance of the Services by the Contractor, the Contractor’s agents, representatives, employees and subcontractors.

A. Required Minimum Scope of Insurance

☐ Coverage shall be at least as broad as:
  Insurance Services Office Commercial General Liability coverage:
  a. Personal injury;
  b. Contractual liability.
☐ Insurance Services Office form covering Automobile Liability (any auto).
☐ Workers’ Compensation insurance as required by the State of California and Employer’s Liability Insurance.
☐ Professional Liability/Errors and Omissions
☐ Crime/Employee Blanket Fidelity Bond
☐ Property Insurance against all risks of loss to any tenant improvements or betterments.
☐ Pollution Liability Insurance
☐ Garage Liability
☐ Garagekeepers Insurance
☐ Technology Professional Liability Errors and Omissions Insurance (IT Consultant)/Cyber Liability
☐ Abuse or Molestation Liability Coverage

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:
☐ General Liability: $1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate liability is used, either the general aggregate limit shall apply separately to this Agreement or the general aggregate limit shall be twice the required occurrence limit.
☐ Products/Completed Operations: $1,000,000 per occurrence/aggregate.
☐ Automobile Liability: $1,000,000 per accident for bodily injury and property damage.
☐ Employer’s Liability: Bodily Injury by Accident - $1,000,000 each accident.
☐ Bodily Injury by Disease - $1,000,000 policy limit.
☐ Bodily Injury by Disease - $1,000,000 each employee.
☐ Professional Liability/Errors and Omissions: $1,000,000 per occurrence or claim. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
☐ Crime/Employee Blanket Fidelity Bond - $1,000,000: Contractor, at its own cost and
expense, must maintain a Crime/Employee Blanket Fidelity Bond in the amount of $1,000,000 per employee covering dishonesty, forgery, alteration, theft, disappearance, destruction (inside or outside).

☐ All Risk Property Insurance: Full replacement cost.
☐ Pollution legal liability with limits no less than $1,000,000 per occurrence or claim and $2,000,000 policy aggregate. If the policy provides coverage on a claims-made basis, the retroactive date must be shown and must be before the date of the Agreement or the beginning of the contract work.
☐ Garage Liability: $1,000,000 per occurrence.
☐ Garagekeepers Insurance: $1,000,000 per occurrence.
☐ Technology Professional Liability Errors and Omissions Insurance appropriate to the Consultant’s profession and work hereunder, with limits not less than $1,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property” coverage of the City may be endorsed onto the Consultant’s Cyber Liability as covered property as follows:

2. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the City that will be in the care, custody, or control of the Consultant.

3. The Insurance obligations under this agreement shall be the greater of 1) all the Insurance coverage and limits carried by or available to the Consultant; or 2) the minimum Insurance requirements shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the indemnity or other obligations of the Consultant under this agreement.

☐ Abuse or Molestation Liability Coverage: $1,000,000 per occurrence; $2,000,000 aggregate.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses. Policies containing any self-insured retention (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named insured (Contractor) or the City.
City reserves the right to review any and all of the required insurance policies, declaration pages, and/or endorsements, but has no obligation to do so. City’s failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or City’s failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

D. Other Insurance Provisions

The required general liability and automobile policies are to contain, or be endorsed to contain the following provisions:

1. Additional Insured: The City, its officers, officials, employees, agents and volunteers are to be covered as Additional Insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees, agents or volunteers.

2. Primary and Non-Contributory: For any claims related to this project, the Consultant’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents or volunteers.

4. The Consultant’s insurance shall apply separately to each insured against whom claim is made or suit is brought except, with respect to the limits of the insurer’s liability.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

6. Waiver of Subrogation: Consultant agrees to waive subrogation rights for commercial general liability, automobile liability and worker’s compensation against City regardless of the applicability of any insurance proceeds, and to require all contractors, subcontractors or others involved in any way with the Services to do likewise.

7. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirement and/or limits shall be available to the additional insured. Furthermore, the requirement for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater.

8. The limits of insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City of Petaluma before the City of Petaluma’s own insurance or self-insurance shall be called upon to protect it as a named insured.

E. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII.
F. Verification of Coverage

NOTE: The City of Petaluma is now using an online insurance program, PINS Advantage. Once you have been awarded a contract with the City of Petaluma, you will receive an e-mail from PINS Advantage/City of Petaluma requesting that you forward the e-mail to your insurance agent(s). Consultant shall furnish the City with Certificate of Insurance along with Declarations and Endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before the Services commence.
EXHIBIT C

ACKNOWLEDGEMENT AND CERTIFICATION PURSUANT TO
CITY OF PETALUMA LIVING WAGE ORDINANCE
PETALUMA MUNICIPAL CODE CHAPTER 8.36

The City of Petaluma Living Wage Ordinance ("Ordinance"), Petaluma Municipal Code Chapter 8.36, applies to certain service contracts, leases, franchises and other agreements or funding mechanisms providing financial assistance (referred to hereafter as an "Agreement") between the City of Petaluma ("City") and/or the Petaluma Community Development Commission ("PCDC") and contractors, lessees, franchisees, and/or recipients of City and/or PCDC funding or financial benefits ("covered entities").

Pursuant to Petaluma Municipal Code Section 8.36.120, as part of any bid, application or proposal for any Agreement subject to the Ordinance, the covered entity shall:

- Acknowledge that the covered entity is aware of the Ordinance and intends to comply with its provisions.

- Complete the Report of Charges, Complaints, Citations and/or Findings contained in this Acknowledgement and Certification by providing information, including the date, subject matter and manner of resolution, if any, of all wage, hour, collective bargaining, workplace safety, environmental or consumer protection charges, complaints, citations, and/or findings of violation of law or regulation by any regulatory agency or court including but not limited to the California Department of Fair Employment and Housing, Division of Occupational Safety and Health (OSHA), California Department of Industrial Relations (Labor Commissioner), Environmental Protection Agency and/or National Labor Relations Board, which have been filed or presented to the covered entity within the ten years immediately prior to the bid, proposal, submission or request.

Pursuant to Petaluma Municipal Code Section 8.36.120, before the beginning of the term of any covered Agreement, or prior to the execution of said Agreement by the City or the PCDC, each covered entity shall certify that its employees are paid a living wage that is consistent with Petaluma Municipal Code Chapter 8.36.

By executing this Acknowledgement and Certification, the covered entity (i) acknowledges that it is aware of the Ordinance and intends to comply with its provisions, (ii) attests to the accuracy and completeness of information provided in the Report of Charges, Complaints, Citations and/or Findings contained herein, (iii) certifies that it pays its covered employees a Living Wage as defined in Petaluma Municipal Code Chapter 8.36 and (iv) attests that the person executing this Acknowledgement and Certification is authorized to bind the covered entity as to the matters covered in this Acknowledgment and Certification.
SO ACKNOWLEDGED and CERTIFIED:

Project or Contract I.D: ___

Committee on the Shelterless______ Date: 13/20
(Print Name of Covered Entity/Business Capacity)

By Chuck Fernandez
(Print Name)

/l/ Chuck Fernandes
(Signature)

Its Chief Executive Officer
(Title/Capacity of Authorized Signer)
REPORT OF CHARGES, COMPLAINTS, CITATIONS AND/OR FINDINGS
PURSUANT TO PETALUMA MUNICIPAL CODE SECTION 8.36.120

FOR EACH WAGE, HOUR, COLLECTIVE BARGAINING, WORKPLACE SAFETY, ENVIRONMENTAL OR
CONSUMER PROTECTION CHARGE, COMPLAINT, CITATION, AND/OR FINDING OF VIOLATION OF LAW
OR REGULATION BY ANY REGULATORY AGENCY OR COURT, INCLUDING BUT NOT LIMITED TO THE
CALIFORNIA DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, DIVISION OF OCCUPATIONAL
SAFETY AND HEALTH (OSHA), CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS (LABOR
COMMISSIONER), ENVIRONMENTAL PROTECTION AGENCY AND/OR NATIONAL LABOR RELATIONS
BOARD, WHICH:

- AFFECTS YOU AS A PROSPECTIVE CONTRACTOR, SUBCONTRACTOR, LESSEE, FRANCHISEE
  AND/OR PARTY TO ANY CITY OF PETALUMA AND/OR PETALUMA COMMUNITY
  DEVELOPMENT COMMISSION-FUNDED AGREEMENT OR BENEFIT SUBJECT TO PETALUMA
  MUNICIPAL CODE CHAPTER 8.36 (LIVING WAGE ORDINANCE), AND

- HAS BEEN FILED OR PRESENTED TO YOU WITHIN THE TEN YEARS IMMEDIATELY PRIOR TO THE
  BID, PROPOSAL, SUBMISSION OR REQUEST FOR WHICH THIS ACKNOWLEDGEMENT AND
  CERTIFICATION IS MADE.

PLEASE PROVIDE THE DATE, THE REGULATORY AGENCY OR COURT MAKING THE CHARGE
COMPLAINT, CITATION OR FINDING, THE SUBJECT MATTER AND THE MANNER OF RESOLUTION, IF
ANY, FOR EACH SUCH CHARGE COMPLAINT, CITATION OR FINDING.

IF NONE, PLEASE STATE "NONE":  **NONE**

ATTACH ADDITIONAL PAGES IF NEEDED.

Date:  

Regulatory Agency or Court:  

Subject Matter:  

Resolution, if any:  

Expected resolution, if known:  

Page 3 of 3

LIVING WAGE ACKNOWLEDGEMENT AND CERTIFICATION
(1638697.2) Nov 2012