

**AGREEMENT FOR
PUBLIC SERVICE PROVIDERS PROGRAM FUNDS**

This Agreement is made this 1st day of July 2010 by the HOUSING AUTHORITY OF THE CITY OF SANTA ROSA (AUTHORITY) and «AGENCY» - «PROGRAM» Program (CONTRACTOR) a California non-profit corporation.

R E C I T A L S

The City Council of the City of Santa Rosa (Council) has determined that the services (PROGRAM) described herein benefit the citizens of Santa Rosa and meet the requirements of the Community Development Block Grant (CDBG) Public Service Providers Program. The Council has delegated the administration of the PROGRAM to the Authority.

The funding source for compensation for services of CONTRACTOR in performance of this Agreement shall be from:

- «CDBG» Federal Community Development Block Grant funds
- «LOCAL» City of Santa Rosa local funds

The parties have negotiated upon the terms pursuant to which CONTRACTOR will provide such services and have herein rendered such terms to writing.

A G R E E M E N T

1. SCOPE OF SERVICE

CONTRACTOR shall, in a manner satisfactory to AUTHORITY, perform the Scope of Service attached hereto as Exhibit "A" and incorporated herein by reference. CONTRACTOR shall also comply with all federal CDBG requirements found at www.hud.gov.

2. TERM OF AGREEMENT

This Agreement is for a term commencing on July 1, 2010, and ending June 30, 2011.

3. COMPENSATION

As compensation for all services of CONTRACTOR in performance of this Agreement, AUTHORITY shall pay to CONTRACTOR as follows:

Compensation will be made on the basis of the Budget attached hereto as Exhibit "B," incorporated herein by reference, and will be based upon documentation of

expenditures. Compensation will not exceed the budget referred to in Exhibit "B." Total Public Service Providers Program funding allocated to CONTRACTOR for the PROGRAM for the Fiscal Year 2010/2011 is \$«AMOUNT». The City's Chief Financial Officer is authorized to pay all proper claims from Charge Number «ACCOUNT».

CONTRACTOR'S claim shall be for the preceding month/quarter. On or before the fifteenth day of each month/quarter, CONTRACTOR shall submit a claim for the month's/quarter's payment to the AUTHORITY in an amount not to exceed the amount specified in Exhibit "B." Each claim shall include a complete Report of Cash Disbursements for the prior month/quarter and will correspond directly to the line items set forth in Exhibit "B." The Executive Director or designee will review this report and may withhold from the amount claimed any amount equal to any questionable expenditure. Any claim submitted after 30 days shall be accompanied by adequate written justification for the delay.

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

4. INSURANCE

CONTRACTOR shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated and made part of this Agreement by this reference. Maintenance of the insurance coverage as set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by CONTRACTOR in exchange for CITY's agreement to make the payments prescribed hereunder. Failure by CONTRACTOR to (i) maintain or renew coverage, (ii) provide CITY notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by CITY as a material breach of this Agreement by CONTRACTOR, whereas CITY shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by CONTRACTOR to maintain required insurance coverage shall not excuse or alleviate CONTRACTOR from any of its other duties or obligations under this Agreement. In the event CONTRACTOR, with approval of CITY pursuant to Section 6 below, retains or utilizes any subcontractors or sub-consultants in the provision of any services to CITY under this Agreement, CONTRACTOR shall assure that any such subcontractor has first obtained, and shall maintain, all of the insurance coverage requirements set forth in the Insurance Requirements at Attachment One.

5. INDEMNITY/LIABILITY

CONTRACTOR shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless CITY, and its employees, officials and agents (“Indemnified Parties”) for all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, employees, agents, in said performance of professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of CITY. If there is a possible obligation to indemnify, CONTRACTOR’S duty to defend exists regardless of whether it is ultimately determined that there is no obligation to indemnify.

6. INDEPENDENT CONTRACTOR

The parties intend that CONTRACTOR, in performing services herein specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with AUTHORITY. CONTRACTOR is not to be considered an agent or employee of AUTHORITY and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by AUTHORITY for its employees.

7. SUCCESSORS AND ASSIGNS

AUTHORITY and CONTRACTOR each binds itself, its partners, successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party with respect to all promises and agreements contained herein.

8. FINANCIAL REQUIREMENTS/AUDITS/REPORTING

A. The CONTRACTOR shall adhere to all requirements as applicable set forth and defined in 24 C.F.R., Part 85.20 and 24 C.F.R., 84.21-28 as amended by 570.502. The CONTRACTOR shall ensure its own compliance with OMB Circulars A-110, A-122, 24 C. F. R., Part 570.502, and revised A-133.

B. The CONTRACTOR shall be accountable to the AUTHORITY for all funds requested by and released to the CONTRACTOR pursuant to this Agreement and the disbursement thereof.

C. The CONTRACTOR shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as deemed necessary by the AUTHORITY. Such records shall

be maintained by qualified personnel and done in a timely manner.

D. The CONTRACTOR shall, at any time during normal business hours and as often as the AUTHORITY, the City of Santa Rosa, the State of California, the U.S. Department of Housing and Urban Development (HUD) and the Comptroller General of the United States may deem necessary, make available to their representatives for examination all of its records with respect to all matters covered by this Agreement and shall permit these representatives to audit, examine and make excerpts or transcripts from such records, and to make audits of all documents and conditions relating to this Agreement. All costs are subject to the eligibility requirements of HUD.

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

F. The CONTRACTOR shall permit and facilitate observation and inspection of the work and records at the CONTRACTOR'S principal office and job site by AUTHORITY, its employees, auditors, representatives, and public authorities during reasonable business hours.

G. If the CONTRACTOR receives funds from any source other than from this Agreement, a separate bank account shall be established and used for all monies received under this Agreement or CONTRACTOR shall practice full fund accounting. CONTRACTOR shall not commingle the funds provided under this Agreement with any other funds, revenue or monies, which are in the CONTRACTOR'S possession or to which the CONTRACTOR is entitled.

H. Authorized representatives of the AUTHORITY shall perform fiscal monitoring of CONTRACTOR'S record keeping and reporting to assure compliance with this Agreement.

I. CONTRACTOR shall submit a "Trial Balance and Revenue and Cost Statement" pursuant to Generally Accepted Accounting Principles, prepared from CONTRACTOR'S books, each time the CONTRACTOR submits a reimbursement request to the AUTHORITY. The AUTHORITY'S Executive Director or designee shall have the responsibility to review and approve CONTRACTOR'S claims. Approval shall be based on whether or not CONTRACTOR is making expenditures, keeping records and providing services, as required by this Agreement.

J. Any funds received as return of costs or as income generated from

activities funded by the Agreement are the property of the AUTHORITY and are to be transmitted to the AUTHORITY promptly, unless there is a written agreement with the AUTHORITY approving the use of those funds. Reimbursed costs or program income shall be used prior to the advancement of additional funds pursuant to this Agreement and, further, shall be used for CDBG Program eligible purposes.

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 the AUTHORITY prior to the expenditures 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; and 2) the total amount of the authorized budget of this Agreement (see Exhibit "B").

10. SUBCONTRACTS

A. Any Contract funded under this Agreement shall be submitted to the AUTHORITY for review and approval prior to its execution.

B. In the event CONTRACTOR is a private nonprofit or neighborhood based nonprofit organization, or a local development or small business investment corporation, CONTRACTOR is required to comply with the procurement procedures of Office of Management and Budget (OMB) Circular A-122 (incorporated herein by reference) for the procurement of supplies and services in connection with activities funded under this Agreement.

C. Any contract funded under this Agreement shall be subject to the terms and conditions of this Agreement.

11. CONFLICT OF INTEREST

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

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

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

D. CONTRACTOR shall inform AUTHORITY of staffing changes at the executive/management level and changes in the composition of the Board of Directors within 30 days of such changes occurring.

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

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

2. None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, to further the election or defeat of any candidate for public office, or to support or defeat legislation pending before Congress.

3. The CONTRACTOR shall require that the language of this section be included in all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements and that all subrecipients shall certify and disclose accordingly. This is a material representation of fact upon which reliance was placed when this Agreement was made.

4. Not more than one member of an immediate family shall be employed by the CONTRACTOR or a component thereof directly or indirectly receiving HUD funds. For purposes of this provision, immediate family shall include husband, wife, brothers, sisters, children and parents (both legal parents and step-parents). If the CONTRACTOR has any doubt as to its compliance with this requirement, it shall submit a written request to the AUTHORITY for clarification and advice as to the proper course of action to be taken. Where noncompliance is found, AUTHORITY shall have the right, upon discovering such noncompliance,

to order the CONTRACTOR to dismiss one or as many of its employees as are required to restore compliance with this requirement.

12. RELIGIOUS ACTIVITY PROHIBITED

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

13. PUBLICITY

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

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

14. NONSOLICITATION CLAUSE

The CONTRACTOR warrants that he/she has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he/she has not paid or agreed to pay any company or person other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the AUTHORITY shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the compensation amount of this Agreement, or otherwise recover the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

15. FIXED ASSETS

For purposes of this Agreement, a fixed asset is any physical item excluding real property having a cost in excess of \$300.00 and a usable life of three years or more. CONTRACTOR'S annual report to the AUTHORITY shall include invoices and receipts of payment for all fixed assets purchased. If at any time CONTRACTOR discontinues

the PROGRAM referred to in the Agreement, at any time during or after the Agreement period, all fixed assets purchased or acquired by CONTRACTOR excluding real property having a cost in excess of \$300.00 and usable life of one year or more, reverts back to AUTHORITY.

16. PUBLICATION RIGHTS AND COPYRIGHTS AND DATA OWNERSHIP

A. The copyright to any reports, papers, forms, or other materials or documents which are created in connection with the work performed under this Agreement shall vest in the AUTHORITY unless otherwise authorized in writing by AUTHORITY.

B. All reports, documents, forms, photographs, maps, data and any other materials developed, collected or prepared by the CONTRACTOR pursuant to this Agreement shall be the exclusive property of the AUTHORITY unless written waiver is executed by the AUTHORITY.

C. Publication rights to any documents or materials produced are to be reserved by the AUTHORITY.

D. Both written and oral releases are considered to be within the context of publication. However, there is no intention to limit discussion of the study with small technical groups or lectures to employees or students. Lectures to other groups which describe the project but disclose neither data nor results are permissible without advance approval.

E. The United States Department of Housing and Urban Development reserves a royalty-free nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work developed pursuant to this Agreement, for government purposes.

17. PROGRAM MONITORING AND EVALUATION

A. Purpose

CONTRACTOR shall be monitored and evaluated in terms of its effectiveness and timely compliance with the provisions of this Agreement and Community Block Development Grant (CDBG) regulations incorporated herein and the effective and efficient achievement of the PROGRAM objectives (see Exhibit A).

CONTRACTOR shall appoint a representative to be available to AUTHORITY for consultation and assistance during the performance of this Agreement.

CONTRACTOR shall undertake continuous quantitative and qualitative

evaluation of the Scope of Service as specified in the Agreement and shall make written reports to AUTHORITY.

1. The monthly/quarterly written reports shall include, but shall not be limited to the following data elements:

a. Title of PROGRAM, listing 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 toward meeting the specified goals; additionally, identify any problems encountered in meeting goals.

c. For each client served (unduplicated count), provide the following information:

RACE AND ETHNIC DATA REPORTING FORM	MONTHLY TOTALS			YEAR TO DATE TOTALS		
	# Hispanic/Latino	# Non Hispanic/latino	Total Number of Race Responses	# Hispanic/Latino	# Non Hispanic/latino	Total Number of Race Responses
Racial Categories						
White						
Black/African American						
Asian						
American Indian/Alaska Native						
Native Hawaiian/Other Pacific Islander						
American Indian/Alaska Native <i>and</i> White						
Asian <i>and</i> White						
Black/African American <i>and</i> White						
American Indian/Alaska Native <i>and</i> Black/African American						
*Other Multi-Racial						
TOTAL						
# of Disabled Recipients: _____ # of Female-headed HH: _____						
TOTAL NON-LOW/MODERATE INCOME BENEFICIARIES: _____						
TOTAL LOW INCOME BENEFICIARIES (50% - 80% of median): _____						
TOTAL VERY LOW INCOME BENEFICIARIES (less than 50% of median): _____						
TOTAL EXTREMELY LOW INCOME BENEFICIARIES (less than 30% of median): _____						

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For each client, the city of last residence.

2. The monthly/quarterly report shall include a brief summary of the services provided.

3. The monthly/quarterly reports shall be compiled into an annual cumulative report submitted to the AUTHORITY by the CONTRACTOR at the end of the fiscal year, no later than July 31st. The cumulative report shall also include the following information:

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

B. Responsibilities of AUTHORITY

The AUTHORITY shall have ultimate responsibility for overall project monitoring and evaluation.

C. Responsibilities of CONTRACTOR

The CONTRACTOR is required to provide evidence of client income and ethnicity in order to substantiate that the Program is operating in compliance with all regulations identified in Section 8 of this Agreement. In the event financial or reporting issues are identified by the AUTHORITY or through a compliance review by HUD, the CONTRACTOR may be required to reimburse the AUTHORITY for funds that were expended on ineligible activities as identified in CDBG regulations (24 C.F.R. Part 570).

D. Homeless Management Information System

CONTRACTOR must be in good standing in collecting and entering current, accurate, and comprehensive data that reflects the homeless prevention and intervention services delivered by CONTRACTOR into the Homeless Management Information System (HMIS), as defined by HUD, as a condition of funding under this Agreement.

18. EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Employment Opportunity

1. In connection with the performance of this Agreement, CONTRACTOR shall comply with the Federal, State and local laws prohibiting discrimination including, but not limited to, Title VII of the Civil Rights Act of 1964 (PL 88-352), Section 109 of the HUD Act of 1974 (24 USC 5409, & Executive Order 11246 as amended by Executive Orders 11375 and 12086 and supplemented by Department of Labor Regs (41 CFR Part 60) Reg. EEO.

2. CONTRACTOR shall insert this requirement in all subcontracts for services covered by this agreement.

B. Minority and Female-owned Business Enterprises

1. In connection with the performance of this Agreement, CONTRACTOR shall comply with the Federal Government's current policies on utilization of minority and female-owned business enterprises (24 C.F.R. Part 85.36).

2. CONTRACTOR shall insert this requirement in all subcontracts for work covered by this Agreement.

19. DRUG-FREE WORKPLACE

The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the Contractor's premises. The CONTRACTOR agrees that any violation of this prohibition by the CONTRACTOR, its employees, agents or assigns will be deemed a material breach of this Agreement.

20. ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement to a third party without the express written consent of AUTHORITY.

21. MODIFICATION

This Agreement shall not be modified except in writing executed by all parties.

22. TERMINATION OF AGREEMENT

The AUTHORITY may terminate this Agreement in whole or in part immediately for cause, which shall include as example but not as a limitation:

A. Failure, for any reason, of CONTRACTOR to fulfill, in a timely and proper manner, its obligations under this Agreement including compliance with AUTHORITY, City, State, and Federal laws and regulations and applicable

directives;

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

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

D. Suspension, termination or modification by HUD (or by any other entity or agency) of any of the grant and/or moneys upon which AUTHORITY planned to fund this Agreement;

E. Any unexpected event, (whether natural, social or financial) which is beyond the control of the AUTHORITY and which results in a change in the funds available to the AUTHORITY, or which triggers a need by the AUTHORITY to reallocate funding to CONTRACTOR and other recipients in the community.

F. In connection with the provisions of subparagraphs D and E, above, CONTRACTOR understands that the AUTHORITY has based its overall allocation of funds to CONTRACTOR and to other recipients on an assumed level of contribution from outside sources and on the basis of current budgeting requirements. It is therefore agreed that during the term of this Agreement, should all or any part of the funding available to the AUTHORITY be reduced in any amount whatsoever, or should the AUTHORITY be faced with unusual or unexpected natural, social, political or financial events which place a strain on the AUTHORITY's ability to fund agreements with the CONTRACTOR and other recipients, or which events generate additional needs in the community, then the AUTHORITY shall have the right to review and reallocate the amount of funding to be advanced to CONTRACTOR under this Agreement. There is no requirement that such reallocation and reduction, if any, be proportionate among the various recipients under contract with the AUTHORITY. On any of the occurrences described above, the AUTHORITY may terminate all or any part of the remaining funding due to the CONTRACTOR under this Agreement. The AUTHORITY shall have the sole discretion to determine whether there is a need to reallocate or terminate funding to the CONTRACTOR, as well as the sole discretion to determine the amount of the reduction and reallocations.

Should such a reduction in funding occur, AUTHORITY shall notify CONTRACTOR as soon as reasonably practicable after AUTHORITY has made the determination of the need to reconsider its funding allocations. Should there be a modification of this Agreement, the modification shall take effect upon notice from the AUTHORITY to the CONTRACTOR in writing. All other terms and conditions of the Agreement shall remain in effect.

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

23. LAWS, REGULATIONS, FEES, TAXES

A. CONTRACTOR shall carry out its responsibilities pursuant to this Agreement in accordance with all applicable Federal, State and Local laws and all policies, procedures, regulations and requirements as HUD, State, City and AUTHORITY from time to time prescribe.

B. CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352 implemented in 24 CFR Part 1) which states that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

C. CONTRACTOR shall pay all fees and taxes as required by law.

24. DISABILITY COMPLIANCE

In performance of this Agreement, CONTRACTOR shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances, including but not limited to the Americans With Disabilities Act (ADA) of 1990, (42 U.S.C. 12101, et seq.), and any regulations and guidelines issued pursuant to the ADA, which generally prohibits discrimination against individuals with disabilities and may require reasonable accommodations.

25. AGE DISCRIMINATION ACT

CONTRACTOR shall not discriminate on the basis of age under the Age Discrimination Act of 1975.

26. NOTICES

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party hereto, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage affixed thereto, and addressed as indicated below, and depositing said envelope in the United States mail to:

AUTHORITY:

Housing Authority of the
City of Santa Rosa
Attn: Megan Basinger
P.O. Box 1806
Santa Rosa, California 95402

CONTRACTOR:

«AGENCY»
«ADDRESS»
Santa Rosa, California «ZIP»

27. ENTIRE AGREEMENT

This agreement is the entire Agreement between the parties.

28. SIGNATURES REQUIRED FOR CORPORATIONS

If this agreement is entered into by a corporation, it shall be signed by two corporate officers, one from each of the following two groups: a) the chairman of the board, president or any vice-president; b) the secretary, any assistant secretary, chief financial officer, or any assistant treasurer. The title of the corporate officer shall be listed under the signature.

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

HOUSING AUTHORITY OF THE
CITY OF SANTA ROSA

«AGENCY»

By: _____
DAVID E. GOUIN

By: _____

Title: Executive Director

Title: _____

By: _____

Title: _____

APPROVED AS TO FORM:

City Attorney

EXHIBIT A:

SCOPE OF WORK

EXHIBIT B:

BUDGET

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ATTACHMENT 1
INSURANCE REQUIREMENTS FOR CONTRACTORS

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

A	Commercial general liability at least as broad as ISO CG 0001	(per occurrence) (aggregate) ¹	<u>\$1,000,000</u> <u>\$2,000,000</u>
B	Business auto coverage at least as broad as ICO CA 0001 ²	(per accident)	\$1,000,000
C	Errors and Omissions liability ³	(per claim & agg)	\$1,000,000
D	Workers Compensation ⁴ Employer's Liability		Statutory \$1,000,000

¹ If insurance applies separately to this project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and excess insurance but excess shall provide coverage at least as broad as specified for underlying coverage.

² Auto liability insurance shall cover owned, nonowned and hired autos. If Contractor owns no vehicles, auto liability coverage may be provided by means of a nonowned and hired auto endorsement to the general liability policy. If Consultant will use personal autos in any way on this project, Consultant shall provide evidence of personal auto liability coverage.

³ Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.

⁴ Sole Proprietors must provide representation of their exempt status

Endorsements:

All policies shall contain or be endorsed to contain the following provisions:

Coverage shall not be canceled by either party, except after thirty (30) days prior written notice has been provided to the entity unless canceled for non-payment, then ten (10) days notice shall be given.

Commercial General policies are to contain, or be endorsed to contain the following provisions:

For any claims related to this project, the **Contractor's insurance coverage shall be primary** and any insurance or self-insurance maintained by the CITY shall be excess of the Consultant's insurance and shall not contribute with it.

The City of Santa Rosa and the Housing Authority of the City of Santa Rosa, its officers, officials, employees and volunteers are to be named as **additional insureds** on a form equivalent to CG20 10 with an edition date prior to 2004 except for design professionals as defined in California Civil Code Section 2782.8.

Other Insurance Provisions

No policy required by this section shall prohibit Contractor from waiving any right of recovery prior to loss. Contractor hereby waives such right with regard to the indemnities.

All insurance coverage and amounts provided by Contractor and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

Self-insured retentions and/or deductibles above \$5,000 must be approved by the CITY. At the CITY's option, the Contractor may be required to provide financial guarantees.

Verification of Coverage and Certificates of Insurance

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