

EXHIBIT A

GRANT AGREEMENT BETWEEN

THE CITY OF ROCKLIN AND

THE GATHERING INN

This Grant Agreement (hereinafter referred to as the "Agreement") is entered into on July 1, 2020, by and between the City of Rocklin (hereinafter referred to as the "City"), and the Gathering Inn, a 501(c)(3) non-profit charity, (EIN: 84-1657746) domiciled in California (hereinafter referred to as the "Grantee"). The City and the Grantee may be referred to individually as "Party" or collectively as the "Parties."

WITNESSETH

WHEREAS, the City, as the housing successor to a redevelopment agency, is authorized to expend funds for homeless prevention and rapid rehousing services for individuals and families who are homeless, or would be homeless but for this assistance, under California Health and Safety Code section 34176.1; and,

WHEREAS, the Grantee is a 501(c)(3) non-profit charity that provides services to the homeless in Rocklin, such as sheltering, employment services, case management, substance abuse recovery programs, and life skills training; and,

WHEREAS, the Grantee performs the homeless prevention, assistance and rapid rehousing services contemplated under Health and Safety Code section 34176.1; and,

WHEREAS, the City desires to allocate a portion of its authorized funds to the Grantee for the purposes of providing the services contemplated under the statute.

TERMS

NOW, THEREFORE, in consideration of the mutual promises and terms set forth herein, the City and the Grantee agree as follows:

1. Term. The term of this Agreement (the "Term") shall begin on the date listed above and continue for one year thereafter.

2. Grant. In consideration for the Services, the City shall convey to the Grantee the total amount of \$60,000 (the "Funds") over the course of the 2020/2021 fiscal year. The Funds shall be conveyed to Grantee in two installments: the first installment of \$48,000 shall be conveyed to the Grantee following execution of this agreement. The second and last installment of \$12,000 shall be conveyed to the Grantee immediately following receipt of the 2020/2021 annual reports, as set forth in Section 4 of this agreement, but not sooner than June 30, 2021. If annual reports are not received by the City on or before July 31, 2021, Grantee shall not be eligible for and shall not receive the second installment of \$12,000.

3. Services. The Grantee will use the Funds only to provide the services to homeless persons or persons who would be homeless but for the services contemplated by Health and Safety Code section 34176.1. Specifically, the Grantee will only provide short-term or medium-term rental assistance, housing relocation and stabilization services including, but not limited to housing search, mediation, or outreach to property owners, credit repair, security or utility deposits, utility payments, rental assistance for a final month at a location, moving cost assistance, and case management, or other appropriate activities for homelessness prevention, remediation and rapid rehousing of persons who have become homeless.

4. Reporting. The Grantee must complete and submit a report documenting sheltering assistance to the homeless in Rocklin and overall program activities and outcomes for the time period of July 2020 through June 2021 (the "Report"). The Report shall be in substantial conformance with the sample documents attached hereto as Exhibit 1 to the City. The Report shall be due to the City by July 31, 2021.

5. Termination.

(a) In the event that the City no longer receives funding as a housing successor pursuant to Health and Safety Code section 34176.1, the City may immediately terminate this Agreement in its discretion.

(b) If, through any cause, the Grantee fails to fulfill in a timely and proper manner its obligations under this agreement, or if the Grantee violates any of the covenants, requirements or stipulations of this Agreement, including, but not limited to, the expenditure of the Funds for purposes not specified in Section 3, or the failure to submit the documentation log described in Section 4, the City will thereupon have the

right to terminate this Agreement by giving at least five (5) days written notice to the Grantee of such termination, specifying the effective date of such termination. The Grantee will not be relieved of liability to the City for damages sustained by the City or others by virtue of any breach of this Agreement by the Grantee.

6. Independent Entities. The Grantee, and the agents or employees of the Grantee, shall act in an independent capacity and not as officers, employees or agents of the City in performance of this Agreement.

7. Indemnification. The Grantee shall indemnify, hold harmless, and defend the City, each of its officers, members, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the Grantee, the City or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), which shall in any way arise out of or be connected with the Grantee's operation hereunder and pursuant to this Agreement, unless damage, loss, injury, or death is caused by the gross negligence or willful misconduct of the City Insurance. During the term of this Agreement, the Grantee shall maintain in full force and effect the following policies of insurance: Commercial General Liability, Worker's Compensation, and Automobile liability (including endorsements for owned, hired, and non-owned vehicles).

8. Notices. Any notice required or intended to be given to either Party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered by Registered, Certified, or Return Receipt Requested mail, with postage prepaid, addressed to the Party to which notice is to be given at the Party's address below. Notice may also be given by personal delivery or by facsimile with proof of transmission.

To City:

David Mohlenbrok, Director
Community Development
3970 Rocklin Road
Rocklin, CA 95677

To Grantee:

The Gathering Inn
Lisa Trask/Chief Financial Officer
201 Berkeley Avenue
Roseville, CA 95678

9. Venue. Any action arising out of this Agreement shall be brought in Placer County Court in California, regardless of where else venue may lie.

10. Effective Date. This Agreement shall take effect upon the approval of both governing bodies of the Parties hereto.

11. Binding. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties and each Party's respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

12. Assignment. Grantee may not assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the City.

13. Waiver. The waiver by either Party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all Parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

16. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific Parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

17. Entire Agreement. Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated Agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both the City and Grantee.

18. Amendment. This Agreement may only be modified and/or amended upon the written mutual agreement of the Parties hereto.

19. Execution in Counterparts; Copies. The Parties may execute this Agreement in any number of counterparts with the same effect as if each Party had signed the same physical document. Each Party may transmit the executed copies in an imaged format to the other Party by facsimile or electronic mail, and the imaged copies shall have the same effect as if each Party had signed the same physical document. All executed counterparts, whether originals or copies sent by facsimile, electronic mail, or a combination, shall be construed together and shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties hereto, by and through their respective duly authorized representatives, have executed this Agreement on the dates written below.

THE GATHERING INN

Keith Diederich, Chief Executive Officer

Date: _____

Lisa Trask, Chief Financial Officer

Date: _____

CITY OF ROCKLIN

Steven Rudolph, City Manager

Date: _____

ATTEST

Hope Ithurnburn, City Clerk

APPROVED AS TO FORM

Sheri Chapman, City Attorney