

**CITY OF SANTA ROSA SAFE PARKING PILOT
HOMELESS SERVICES FUNDING GRANT AGREEMENT
FISCAL YEAR 2021-2022**

The following is an agreement, dated for convenience as of February 1, 2022, by and between the Sonoma County Community Development Commission, hereinafter called "COMMISSION," and **CITY OF SANTA ROSA**, hereinafter called "SUBRECIPIENT."

WITNESSETH:

WHEREAS, COMMISSION administers certain housing and community development activities with funding from federal, state, and local discretionary funding, hereinafter called "Funding"; and

WHEREAS, COMMISSION under state and federal law, must administer all of its programs and activities in a manner that affirmatively furthers fair housing;

WHEREAS, the County of Sonoma FY 2021-2022 Adopted Budget includes **\$500,000** for use by SUBRECIPIENT in fiscal year 2021-2022 for **CITY OF SANTA ROSA SAFE PARKING PILOT**.

NOW, THEREFORE, COMMISSION and SUBRECIPIENT for and in consideration of their mutual promises and agreements herein contained do agree as follows:

1. Term of Agreement: SUBRECIPIENT agrees to provide the services described in this Agreement for a period beginning January 15, 2022 and continuing until June 30, 2022, unless extended by mutual written Agreement of the parties hereto pursuant to paragraph 19 or terminated pursuant to paragraph 2.
2. Termination: At any time and without cause, COMMISSION shall have the right in its sole discretion, to terminate this Agreement by giving fourteen (14) days written notice to SUBRECIPIENT. In such event, SUBRECIPIENT shall be entitled to receive full payment for all services satisfactorily rendered and expenses incurred hereunder, prior to receipt of said notice of termination.

If SUBRECIPIENT shall fail to perform any of its obligations duly perform, comply with, or observe any of the conditions, terms, or covenants of any of this Agreement, within the time and in the manner herein provided or otherwise violate any of the terms of this Agreement, COMMISSION shall send SUBRECIPIENT a written notice of default. SUBRECIPIENT shall have the right to cure such default within thirty (30) days of the date of the written notice of default (which notice shall provide reasonable detail of the default and required cure) or, if the breach cannot be cured within thirty (30) days, so long as SUBRECIPIENT is diligently undertaking to cure such breach, SUBRECIPIENT shall be allowed to complete said cure within ninety (90) days of the date of the written notice of default. If COMMISSION terminates this Agreement for cause, SUBRECIPIENT shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred prior to such termination, less the amount of damage, if any, sustained by COMMISSION by virtue of the breach of the Agreement by

SUBRECIPIENT. Following the expiration of all applicable notice and cure periods will either at the option of the COMMISSION or automatically where so specified, relieve the COMMISSION of any obligation to make or continue to provide funding under this Agreement and shall give the COMMISSION the right to proceed with any and all remedies set forth in this Agreement, including but not limited to the following

In the event of a failure by the SUBRECIPIENT to comply with any terms or conditions of this Agreement or to provide in any manner activities or other performance as agreed herein, COMMISSION reserves the right to temporarily withhold all or any part of payment pending correction of the deficiency, suspend all or part of the Agreement, or prohibit the SUBRECIPIENT from incurring additional obligation of funds until COMMISSION is satisfied that corrective action has been taken or completed. The option to withhold funds is in addition to, and not in lieu of COMMISSION right to suspend or terminate this Agreement. COMMISSION may consider performance under this Agreement when considering future awards. In addition, the COMMISSION shall have the right to seek a writ of mandamus or other suit, action or proceeding at law or in equity to require the SUBRECIPIENT to perform its obligations and covenants under this Agreement or to enjoin acts or things which may be unlawful or in violation of the provisions of this Agreement.

3. Scope of Services:

3.1 SUBRECIPIENT's Specified Services. SUBRECIPIENT shall, in a manner satisfactory to COMMISSION, perform the services set forth in Exhibits A, B, C, D, and E, attached hereto and incorporated herein by specific reference and pursuant to Article 14, Prosecution of Work. In the event of a conflict between the body of this Agreement and any Exhibit hereto, the provisions in the body of this Agreement shall control, unless Exhibit C is attached to this Agreement, in the event of any conflict between the body of this Agreement and Exhibit C, the terms of Exhibit C shall control.

<u>TYPE OF FUNDING</u>	<u>ATTACHED EXHIBITS</u>
<input type="checkbox"/> ESG CFDA #14.231 <input type="checkbox"/> ESG-State <input type="checkbox"/> CDBG CFDA #14.218 <input type="checkbox"/> Continuum of Care #14.267 <input checked="" type="checkbox"/> County General Fund <input type="checkbox"/> LMIHAF <input type="checkbox"/> County TOT <input type="checkbox"/> County R&R <input type="checkbox"/> CESH <input type="checkbox"/> Homeless Emergency Aid Program (HEAP) <input type="checkbox"/> Homeless Housing Assistance and Prevention (HHAP) <input type="checkbox"/> Other:	<input checked="" type="checkbox"/> EXHIBIT A-Scope of Services <input checked="" type="checkbox"/> EXHIBIT B-Budget <input type="checkbox"/> EXHIBIT C-Environmental <input checked="" type="checkbox"/> EXHIBIT D-HMIS <input type="checkbox"/> EXHIBIT E- State and Federal Funding Requirements <input checked="" type="checkbox"/> EXHIBIT F-Insurance Requirements for Homeless Service Programs <input checked="" type="checkbox"/> EXHIBIT G- ESG Program Guides for Homeless Services Programs <input checked="" type="checkbox"/> EXHIBIT H-Reasonable Accommodations in Homeless Services Programs

3.2 Cooperation With COMMISSION. SUBRECIPIENT shall cooperate with COMMISSION staff in the performance of all work hereunder, and shall be available to COMMISSION staff at all reasonable times, subject to the Scope Services to be agreed to by the parties.

3.3. Performance Standard. SUBRECIPIENT shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person

practicing in SUBRECIPIENT's same discipline and profession in the State of California. COMMISSION has relied upon the professional ability and training of SUBRECIPIENT as a material inducement to enter into this Agreement. SUBRECIPIENT hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of SUBRECIPIENT's work by COMMISSION shall not operate as a waiver or release. If COMMISSION determines that any of SUBRECIPIENT's work is not in accordance with such level of competency and standard of care, COMMISSION, in its sole discretion, shall have the right to do any or all of the following: (a) require SUBRECIPIENT to meet with COMMISSION to review the quality of the work and resolve matters of concern; (b) require SUBRECIPIENT to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 2; or (d) pursue any and all other remedies at law or in equity.

3.4. Assigned Personnel.

3.4.1. SUBRECIPIENT shall assign only competent personnel to perform work hereunder. In the event that at any time COMMISSION, in its sole discretion, desires the removal of any person or persons assigned by SUBRECIPIENT to perform work hereunder, SUBRECIPIENT shall remove such person or persons immediately upon receiving written notice from COMMISSION. Notwithstanding anything to the contrary, the COMMISSION agrees and acknowledges that nothing herein shall restrict the SUBRECIPIENT from employing additional personnel to provide the Services under the contract as it deems reasonable, so long as the key personnel for the performance of this Agreement continue to perform work hereunder.

3.4.2. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by COMMISSION to be key personnel whose services were a material inducement to COMMISSION to enter into this Agreement, and without whose services COMMISSION would not have entered into this Agreement. SUBRECIPIENT shall not remove, replace, substitute, or otherwise change any key personnel without the prior written notification to COMMISSION.

3.4.3. In the event that any of SUBRECIPIENT's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of SUBRECIPIENT's control, SUBRECIPIENT shall be responsible for timely provision of adequately qualified replacements.

4. Payment: COMMISSION agrees to pay to SUBRECIPIENT amounts not to exceed the costs incurred by SUBRECIPIENT consistent with the budget and other terms contained in Exhibit B attached hereto and incorporated herein by specific reference, and with other provisions of this Agreement. Reimbursement payment will be made in installments in accordance with Exhibit B, Budget after SUBRECIPIENT submits adequate written documentation of the expenses incurred in a form specified by COMMISSION. Reimbursement requests should be submitted to

COMMISSION at least quarterly, but not more than once monthly. In no event shall the total amount payable under this Agreement exceed **\$500,000**. Notwithstanding anything to the contrary herein, COMMISSION shall not be obligated to make any disbursement for expenses incurred after an uncured event of default by SUBRECIPIENT.

5. Method and Place of Giving Notice, Submitting Bills, and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by email or personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

COMMISSION: Sonoma County Community Development Commission
 1440 Guerneville Road
 Santa Rosa, CA 95403

SUBRECIPIENT: **City of Santa Rosa**
 100 Santa Rosa Avenue
 Santa Rosa, CA 95404

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

6. Assignment and Delegation: Except as provided above, neither party hereto shall assign, sublet, or transfer any interest in or duty under, this Agreement without the prior written consent of the other and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.

7. Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, assembled or prepared by SUBRECIPIENT or SUBRECIPIENT's agents, employees, and other agents in connection with this Agreement shall be the property of COMMISSION. COMMISSION shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, SUBRECIPIENT shall promptly deliver to COMMISSION all such documents, which have not already been provided to COMMISSION in such form or format, as COMMISSION deems appropriate. Such documents shall be and will remain the property of COMMISSION without restriction or limitation. SUBRECIPIENT may retain copies of the above described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of COMMISSION. SUBRECIPIENT acknowledges that the COMMISSION is subject to the California Public Records Act. The COMMISSION shall refrain from releasing information provided to the COMMISSION by SUBRECIPIENT that SUBRECIPIENT claims is exempt from disclosure under the California Public Records Act ("Contractor Information") unless the COMMISSION's legal counsel determines that the release of such information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which

case the COMMISSION shall notify SUBRECIPIENT of its intention to release the Contractor Information ("Release Notice").

8. Operational Changes: SUBRECIPIENT shall forward any material modifications to its program, policies, or procedures to COMMISSION.

9. Subcontracts: SUBRECIPIENT shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement. SUBRECIPIENT shall monitor all subcontracted services on a regular basis to ensure contract compliance. Executed copies of all subcontracts shall be forwarded to COMMISSION along with a summary description of the selection process.

10. Status of Subrecipient: The parties intend that SUBRECIPIENT, in performing the services herein specified, shall act as an independent subrecipient and shall have control of the work and the manner in which it is performed. SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits COMMISSION provides its employees.

11. Insurance: SUBRECIPIENT is required to maintain the insurance specified in Exhibit F, which is attached hereto and incorporated herein by this reference.

12. Indemnification: SUBRECIPIENT agrees to accept all responsibility for loss or damage to any person or entity, including but not limited to COMMISSION, and to defend, indemnify, hold harmless, reimburse and release COMMISSION, its officers, agents and employees from and against any and all actions, claims, damages, disabilities, liabilities and expense, including but not limited to attorneys' fees and the cost of litigation incurred in the defense of claims as to which this indemnity applies or incurred in an action by COMMISSION to enforce the indemnity provisions herein, whether arising from personal injury, property damage or economic loss of any type, that may be asserted by any person or entity, including SUBRECIPIENT, arising out of or in connection with the performance of SUBRECIPIENT hereunder, whether or not there is concurrent negligence on the part of COMMISSION, but, to the extent required by law, excluding liability due to the sole or active negligence or due to the willful misconduct of COMMISSION. If there is a possible obligation to indemnify, SUBRECIPIENT's duty to defend exists regardless of whether it is ultimately determined that there is not a duty to indemnify. COMMISSION shall have the right to select its own legal counsel at the expense of SUBRECIPIENT, subject to SUBRECIPIENT's approval, which approval shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for SUBRECIPIENT or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

13. COMMISSION's Liaison Officer. The COMMISSION shall appoint a designated liaison officer. That officer shall have the authority to monitor the program and fiscal operations of the SUBRECIPIENT on behalf of the COMMISSION. The SUBRECIPIENT shall appoint a representative to be available to the COMMISSION for consultation and assistance during the performance of this Agreement.

14. Prosecution of Work. The execution of this Agreement shall constitute SUBRECIPIENT's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for SUBRECIPIENT's performance of this Agreement shall be extended by a number of days equal to the number of days SUBRECIPIENT has been delayed.

15. Extra or Changed Work. Extra or changed work or other changes to the items identified in the Scope of Services or this Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work identified in the Scope of Services or significantly lengthen time schedules may be executed by the Executive Director in a form approved by County Counsel. The Board of Commissioners and/or the Sonoma County Board of Supervisors must authorize all other extra or changed work. Failure of SUBRECIPIENT to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter SUBRECIPIENT shall be entitled to no compensation whatsoever for the performance of such work. SUBRECIPIENT further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COMMISSION.

16. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits COMMISSION's right to terminate this Agreement pursuant to Article 2.

17. Merger: This writing, including all attachments and exhibits, is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to California Code of Civil Procedure § 1856.

No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

18. Reporting: SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each Quarter, that is, by the following dates:

Quarter 3 (Q3): Period from January 1, 2022 to March 30, 2022; **Due on April 10, 2022**
Quarter 4 (Q4): Period from March 1, 2022, to June 30, 2022; **Due on July 10, 2022**

Each quarterly report shall describe the progress of the project.

Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a Final Report Addendum, the Summary of Other Funding Sources, showing all other funding sources, classification of funding sources as local, state, federal, or private, and amounts received for the specific project. All quarterly and final reports shall be submitted in a form specified by COMMISSION.

SUBRECIPIENT, if a nonprofit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

COMMISSION will use reports submitted by SUBRECIPIENT to provide periodic required reports in a timely way to the state, federal, local governmental or private funding entities.

19. Amendments: The COMMISSION or SUBRECIPIENT may amend this Agreement at any time providing that such amendments make specific reference to this Agreement, and are executed in writing, signed by duly authorized representatives of both organizations, and approved by the COMMISSION's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the COMMISSION or SUBRECIPIENT from its obligations under this Agreement.

The COMMISSION may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and changes in available funding amounts, or for other reasons. If such amendments result in a change in the funding, the Scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both COMMISSION and SUBRECIPIENT.

20. Publicity: Any publicity generated by SUBRECIPIENT for the work performed pursuant to this Agreement, during the term of this Agreement or for one year thereafter, will make reference to the contribution of COMMISSION in making the project possible. The words "Sonoma County Community Development Commission" 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. The SUBRECIPIENT shall not comment publicly to the press or any other media regarding data, countywide initiatives, or related actions without the knowledge and consent of the COMMISSION. The SUBRECIPIENT shall not issue any news release or make claims regarding data related to work performed or services performed under this contract or through the COMMISSION without prior review of the contents thereof.

21. Representations of Subrecipient.

21.1 Status of Subrecipient. As noted in paragraph 10, SUBRECIPIENT is not to be considered an agent or employee of COMMISSION and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits COMMISSION provides its employees. In the event COMMISSION exercises its right to terminate this Agreement pursuant to Article 2, above, SUBRECIPIENT expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

21.2 Taxes. SUBRECIPIENT agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. SUBRECIPIENT agrees to indemnify and hold COMMISSION harmless from any liability which it may incur to the United States or to the State of California as a consequence of SUBRECIPIENT's failure to pay, when due, all such taxes and obligations. In case COMMISSION is audited for compliance regarding any withholding or other applicable taxes, SUBRECIPIENT agrees to furnish COMMISSION with proof of payment of taxes on these earnings.

21.3 Records Maintenance. SUBRECIPIENT shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to COMMISSION, its auditors or other authorized representatives for inspection and audit at any reasonable time. SUBRECIPIENT shall maintain such records for a period of five (5) years following completion of work hereunder.

21.4 Conflict of Interest. SUBRECIPIENT covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state and/or federal law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. SUBRECIPIENT further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by COMMISSION, SUBRECIPIENT shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with COMMISSION disclosing SUBRECIPIENT's or such other person's financial interests.

21.5 Statutory Compliance. SUBRECIPIENT agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. If SUBRECIPIENT performs any work knowing it to be contrary to such laws, rules and regulations, SUBRECIPIENT shall be solely responsible for all costs arising therefrom. SUBRECIPIENT shall defend, indemnify and hold COMMISSION, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant and subject to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

21.6 Nondiscrimination. Without limiting any other provision hereunder, SUBRECIPIENT, by and for itself and its successors and assigns, agrees that it shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation, military and veteran status, or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

21.7 AIDS Discrimination. SUBRECIPIENT, by and for itself and its successors and assigns, agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

21.8 Living Wage Requirements. SUBRECIPIENT, by and for itself and its successors and assigns, shall comply with any and all federal, state, and local laws – including, but not limited to the County of Sonoma Living Wage Ordinance – affecting the services provided by this contract. Without limiting the generality of the foregoing, SUBRECIPIENT expressly acknowledges and agrees that this contract is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Funding Agreement will be considered a material breach and may result in termination of the Funding Agreement or pursuit of other legal or administrative remedies. Nonprofit entities shall pay employees providing services pursuant to a service contract or in connection with a county economic development assistance agreement a living wage as established by Sonoma County Code Section 2-377. The Nonprofit living wage rate schedule is located at <https://sonomacounty.ca.gov/CAO/Living-Wage-Ordinance/>.

21.9 Assignment of Rights. SUBRECIPIENT assigns to COMMISSION all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by SUBRECIPIENT in connection with this Agreement. SUBRECIPIENT agrees to take such actions as are necessary to protect the rights assigned to COMMISSION in this Agreement, and to refrain from taking any action which would impair those rights. SUBRECIPIENT's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as COMMISSION may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of COMMISSION. SUBRECIPIENT shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of COMMISSION.

21.10 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of SUBRECIPIENT, and all actions required under the SUBRECIPIENT's organizational documents and applicable governing law for the authorization, execution, delivery and performance of this Agreement

and all other documents or instruments executed and delivered, or to be executed and delivered, pursuant to this Agreement, have been duly taken.

21.11 Good Standing. SUBRECIPIENT is a duly organized California nonprofit public benefit corporation validly existing and in good standing under the laws of the State of California and has the power and authority to own its property and carry on its business as now being conducted.

22. Miscellaneous Provisions.

22.1 No Waiver of Breach. The waiver by COMMISSION of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement. Any waiver by the COMMISSION of any obligation or condition in this Agreement must be in writing.

22.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. SUBRECIPIENT and COMMISSION acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. SUBRECIPIENT and COMMISSION acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

22.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

22.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

22.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

22.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

22.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive

statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

22.8. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

22.10 Parties Bound. Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, executors, administrators, legal representatives, successors and assigns.

22.11 Severability. If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

IN WITNESS WHEREOF, the parties hereto have executed this instrument or caused this Agreement to be executed by their duly authorized agents this _____ day of _____, 2022.

SONOMA COUNTY COMMUNITY
DEVELOPMENT COMMISSION

By:

Dave Kiff, Interim Executive Director

CITY OF SANTA ROSA
CITY OF SANTA ROSA SAFE PARKING PILOT

By:

Marakeshia Smith, City Manager

EXHIBIT A
SCOPE OF WORK

1. Services to be Provided

1.1 SUBRECIPIENT Duties

1.1.1. SUBRECIPIENT shall provide services defined and set forth in Exhibit A-1 attached hereto and incorporated by this reference.

1.1.2. SUBRECIPIENT shall provide all necessary qualified personnel for performance of services under this Agreement.

1.1.3. SUBRECIPIENT shall record services and submit reports as required by COMMISSION, enumerating all services delivered to clients. SUBRECIPIENT shall make available to COMMISSION all records necessary to conduct thorough and comprehensive contract monitoring and auditing, and to conduct research and evaluation concerning SUBRECIPIENT and project as appropriate under terms of this Agreement.

1.1.4. SUBRECIPIENT agrees to provide a written quarterly report ten (10) days after the end of each quarter. Each quarterly report shall describe the progress of the project. Within ten (10) days after the termination date of this Agreement, SUBRECIPIENT agrees to submit to COMMISSION a final report that will address the accomplishments made during the funding period. All quarterly and final reports shall be submitted in a form specified by COMMISSION. SUBRECIPIENT, if a nonprofit California Corporation, agrees to submit minutes of their Board of Directors meetings to the COMMISSION, electronically or in hard copy, in a timely fashion.

Scope of Work – Exhibit A

1. Program Narrative/Description:

Summary with the following information: program purpose, problem program is addressing, and summary of the program components.

The Sonoma County Community Development Commission has awarded the City of Santa Rosa \$500,000 to operate the **City of Santa Rosa's Safe Parking Pilot Program** at the Utilities Field Office at 35 Stony Point Road, in Santa Rosa, California. The Sonoma County Board of Supervisors allocated funding for this project in December of 2021 to provide 24/7 Safe Parking, Indoor-Outdoor Shelters. Program components offer temporary modular housing units, safe parking, and wrap-around services to increase the amount of non-congregate shelter (NCS) beds available to unsheltered persons in Sonoma County.

The City of Santa Rosa will subcontract with a nonprofit organization to manage the site, delivering low-barrier services and offering appropriate supportive tailored wrap-around services based on the needs of the individual. Privity of this Funding Agreement is between the Commission and the **City of Santa Rosa**. The performance of the subcontracted service provider, along with the fulfillment of all terms of this Funding Agreement, is the monitoring responsibility of the **City of Santa Rosa**. Language in this Funding Agreement that refers to "**City of Santa Rosa's Safe Parking Pilot Program staff**" includes staff members of any subcontracted providers and staff of the funded organization.

The proposed Site Plan provides 43 parking spots (13 RVs and 30 vehicles), with a potential expansion of 50 parking spots. The City of Santa Rosa is responsible for amenities outlined in the Site Plan. These items include, but are not limited to: perimeter fencing, portable toilets, shower trailers, handwashing stations, refuse containers, and pet waste supplies for client use. Additionally, staff facilities shall include but are not limited to a tent to serve as staff offices, staff-specific sanitary facilities.

The target population for this project will be unsheltered individuals who meet the Federal definition of homelessness and who reside in vehicles, including Recreational Vehicles, identified through homeless encampment outreach efforts in Sonoma County. Services provided at the **City of Santa Rosa's Safe Parking Pilot Program** will support participants to move through the System of Care to transition from homelessness to secure housing environments, such as permanent supportive housing or other affordable housing situations. All participants shall be screened for homeless status and have data entered into the Homeless Management Information System, per Exhibit D of this Funding Agreement.

Service offerings provided through this project include but are not limited to the following:

1. Site management of the Safe Parking project location,
2. assessment, prioritization, and relocation of individuals residing in a vehicle to project location,
3. subcontracting of a third-party private security agency,
4. case management and supportive services, including housing navigation,
5. referrals for alcohol and other drugs (AOD) treatment,
6. referrals to behavioral health services,
7. linkage to shelter and services via Coordinated Entry assessment and enrollment,

8. provision of meals and essential services, such laundry and transportation,
9. locating and maintaining the operation of an onsite shower trailer.

Project deliverables will measure three (3) outcomes: 1) the number of participants who exit to permanent housing destinations at project exit; 2) the number of participants who retain or increase income from benefits or employment at annual assessment or project exit; and HMIS Data Quality as stated in this Scope of Work and as described in Exhibit D of this Funding Agreement.

The **City of Santa Rosa's Safe Parking Pilot Program** will use the Sonoma County Emergency Shelter Program Standards as found in Exhibit G of this Funding Agreement as the minimum operating standards. An emergency shelter is any facility with the primary purpose of providing temporary housing for the homeless in general or specific homeless populations. Emergency shelters offer support with accessing housing resources in the community. An Emergency Shelter does not require occupants to sign leases or occupancy agreements, and services provide a safe, secure, and clean place to stay for those not diverted from the homeless System of Care. Emergency shelters provide a short-term placement while the effort to obtain permanent or more long-term housing options occurs. Emergency Shelter Services will include overnight accommodations for six months and case management to place participants in permanent housing. Case management will facilitate participants find permanent housing and increase income from any source at program exit. Every effort to provide participants with permanent housing as quickly as possible will occur.

City of Santa Rosa's Safe Parking Pilot Program staff will input client data into the Homeless Management Information System (HMIS), following relevant data quality standards. **City of Santa Rosa's Safe Parking Pilot Program** staff will refer all participants to appropriate City, County, State, and other local services. **City of Santa Rosa's Safe Parking Pilot Program** staff will participate in technical assistance to develop and increase their capacity to deliver services using "Housing First" principles adopted as California State Law SB1380:

https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160SB1380.

Submission of Quarterly Reports in a timely and accurate manner is due to the 10th of the month following each quarter using the prescribed reporting format. The **City of Santa Rosa** will report on the number of individuals and households, income, demographics, ethnicity, outcome performance, changes in staffing using the prescribed reporting form. A narrative description will describe changes or adjustments to services offered, challenges experienced achieving project goals, or managing the contract. As described in Exhibit B, reimbursement requests must be submitted at least quarterly and no more than one time per month and include a copy of a General Ledger for the period covered and a Year to Date General Ledger.

Per Exhibit H of this Funding Agreement, the **City of Santa Rosa's Safe Parking Pilot Program** will comply with Title III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendments Act of 2008. The **City of Santa Rosa** must submit a Reasonable Accommodation policy approved by the organization's Board of Directors. Please submit the final Board approved policy to COMMISSION by January 31, 2021. The **City of Santa Rosa** agrees to document and report the number of reasonable accommodation requests and any instances of denial in each Quarterly Report.

This Agreement will begin on February 1, 2022, and expire on June 30, 2022.

2. Program Requirements:

List program requirements included under the Agreement. In addition to the program requirements listed below, the contractor and County agree to complete the Turn the Curve monitoring outlined in Addendum 1: Results-Based Accountability Plan.

2.1 Roles and responsibilities of the Contractor: To operate a homeless services Emergency Shelter

2.2 Roles and responsibilities of the County: To facilitate administrative needs and turn the curve monitoring.

3. Additional Data Collection and Reporting, if applicable:

Would you please list additional measures required by the funding source? The other steps will not be necessary for Turn the Curve outlined Addendum 1: Results-Based Accountability Plan Sections 3-5.

Estimated Unduplicated Numbers served by the project:

Households

Adults

Children

HMIS Participation

Required Project will be HMIS Service Only setup Not Applicable

Participant Demographics, Program Entry/Exit, Housing Entry, Services Entry & Referrals, Sonoma Periodic Income TouchPoint

- **Project Title in HMIS: City of Santa Rosa Safe Parking**
-

Verification of Homeless and Documentation Requirements per HUD Homeless Status Definition Final Rule, December 5, 2011, CFR Parts 91, 582 and 583:

Required Not Applicable

Verification of Chronic Homelessness Status per HUD Chronically Homeless Definition Final Rule, December 4, 2016, 24 CFR Parts 91 and 578:

Required Not Applicable

Verification of At-Risk of Homelessness and Documentation Requirements per ESG Interim Rule, December 5, 2012, CFR Parts 91, 582 and 583:

Required Not Applicable

Coordinated Intake Participation

Required Not Applicable

(Participants will not meet Homelessness definitions #1 or #2) *This project is required to accept referrals only from Coordinated Entry System.*

Participation in Continuum of Care Program Standards Development and Review

Required Not Applicable **[Component]** Program Standards

See Exhibit G, Program Standards for Homeless Services Programs.

Addendum 1: Results-Based Accountability Plan

The amendment of this Results-Based Accountability (RBA) Plan may occur periodically, as evidenced in writing and signed by all parties. A written, signed RBA Plan outlining specific performance measures will constitute an addendum to this Scope of Work.

1. Program Information:

Organization: **City of Santa Rosa** Program Name: **City of Santa Rosa's Safe Parking Pilot Program**

1.1. Location and region where services are provided (location of where client served lives):

North county: South county: East county: West county: Central County:

1.2 Language services will be provided in English: Spanish: Other:

1.3 Client demographics for the program, if available, check all that apply:

Race/Ethnicity: Hispanic/Latino White African American

Asian/Pacific Islander Native American Other

Gender: Male Female Transgender Female to Male

Transgender Male to Female Genderqueer/Gender non-binary

Not Listed, please specify: Age: 0-5 (children)

6-15 (youth) 16-25 (transitional age youth)

26-59 (adults) 60 and over (older adults)

Other

** For reporting purposes only*

2. Result Area:

Result (population accountability)

To what population result does your program contribute? The County has identified a list of results and population indicators for each Department. Add result(s) relevant to this procurement from the list. For a list of results, visit (INSERT DASHBOARD LINK WHEN COMPLETE or include dropdown)

2.1 Result: *List result* **Homelessness**

3. Performance Measures for Program Year 1 –

List proposed activities that you plan to monitor with performance measures	<i>Program Performance Measures</i>	<i>Performance Measure Target</i>	<i>Data Collection Method</i>	<i>Data Reporting Cycle</i>	<i>Turn the Curve Frequency – (data review and action plan)</i>
<p><i>Include a list of proposed activities for year 1. Please note Turn the Curve will be completed at an agreed-upon cycle, and activities are subject to change based on analysis.</i></p>	<p>How much do we do? (# of participants served, # of activities)</p> <ul style="list-style-type: none"> Report the number of program participants exiting the program to enter a permanent housing destination at program exit or year-end. 	<p>21% or 11 of 50</p>	<p>HMIS Reporting</p>	<p>Quarterly</p>	<p>Quarterly</p>
	<p>How well do we implement the service? (Participant satisfaction, retention rates, cost)</p> <ul style="list-style-type: none"> Report on the number of individual program participants who retain or increase income from any source, including benefits and/or employment at program exit or year-end. 	<p>47% or 24 of 50</p>	<p>HMIS Reporting</p>	<p>Quarterly</p>	<p>Quarterly</p>

	Are people better off? (#/% skill or knowledge, #/% attitude or opinion, #/% behavior, #/% circumstance/condition) <ul style="list-style-type: none"> • HUD Data Quality Report: fewer than 5% errors on questions 2, 3, and 4; on question 6, fewer than 5% of project entry or project exit records in more than six days. 	Q 2: <5% Q 3: <5% Q 4: <5% Q 6: <5% in more than 6 days	HMIS Reporting	Quarterly	Quarterly
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4. Reporting Requirements:

The contractor shall apply, document, and report on performance measures and activities detailed in the RBA Plan. Modification of these documents may occur at any time as agreed to in writing by both parties. The contractor shall report these data based on the timeline determined in the RBA Plan and participate in Turn the Curve monitoring as defined in the RBA Plan. The contractor shall disaggregate the performance measures by demographics and geographic area for reporting when possible. Upon contract closeout, the contractor shall submit client demographics for the program through HMIS APR data using Quarterly Reporting forms.

 Contractor Contract Manager or Designee Department RBA Lead

EXHIBIT B
FISCAL PROVISIONS AND BUDGET

1. Fiscal Responsibilities. In consideration of the obligations to be performed by SUBRECIPIENT herein, SUBRECIPIENT shall be reimbursed for its actual costs, within the spending plan/paid according to the schedule depicted in Exhibit B-1. Notwithstanding the foregoing, the total amount to be paid to SUBRECIPIENT under the terms of this Agreement shall in no case exceed the sum noted in Section 4 of the Agreement.

1.1. Claiming and Documentation. Subrecipient shall receive reimbursement for its actual expenses by submitting a Subrecipient Reimbursement Request at least quarterly. All costs reported by Subrecipient in its Subrecipient Reimbursement Request, shall be supported by appropriate accounting documentation. The documentation shall establish that COMMISSION is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.3.1 COMMISSION reserves the right to withhold payments pending timely delivery of program reports or documents as may be required under this Agreement.

1.2. No Supplantation. SUBRECIPIENT must not claim reimbursement under this Agreement for expenditures reimbursed or financed by any other private or federal, state, or local government source. No supplantation of program financing by SUBRECIPIENT is contemplated or allowed.

1.3. Indirect Cost Rate. SUBRECIPIENT is responsible for providing an approved Indirect Cost Rate in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, for the Agreement year, when claiming indirect and/or administrative costs under this Agreement.

1.3.1. SUBRECIPIENT must submit an Indirect Cost Rate Proposal to COMMISSION for approval within thirty (30) days following execution of this Agreement unless SUBRECIPIENT has a current negotiated rate letter with another Agency. In such case, SUBRECIPIENT must provide a copy of the negotiated rate letter within the above timeframe.

1.3.2. Indirect and/or administrative costs intended to be claimed under this Agreement will not be reimbursed without an approved Indirect Cost Rate or the provision of SUBRECIPIENT's cost allocation plan for the Agreement year.

1.4 Financial Records. SUBRECIPIENT understands and accepts its obligation to establish and maintain records of all program expenditures, for a minimum of five (5) years after the end date of this funding agreement.

1.4.1. SUBRECIPIENT shall make available for inspection and audit to representatives of COMMISSION, county, federal, and/or state governments all books, financial records, program information, and other records pertaining to the overall operation of SUBRECIPIENT and this Agreement, and shall allow said representatives to review and inspect its facilities and program operation of this Agreement to assure compliance with all applicable local, state, and/or federal regulations. SUBRECIPIENT shall maintain the accounting records in conformity with generally accepted accounting principles and as directed by COMMISSION.

1.4.2. If it should be determined during the term of this Agreement by the COMMISSION and/or Board of Commissioners that funds are not being utilized by SUBRECIPIENT in accordance with this Agreement, an audit may be ordered of SUBRECIPIENT's books, financial records, and program records. The cost of this audit shall be deducted from the total paid to SUBRECIPIENT through this Agreement.

1.4.3. In the event that SUBRECIPIENT terminates its business activities, all records related to this Agreement shall be promptly delivered to COMMISSION by SUBRECIPIENT. SUBRECIPIENT shall be liable for any and all attorneys' fees incurred by COMMISSION in recovering records pursuant to this section.

1.5 Procurement. No procurement is authorized which is not specifically identified and approved herein. No equipment or capital projects are to be financed with this grant.

1.6. Funding Contingency. Notwithstanding anything contained in the Agreement to the contrary, SUBRECIPIENT acknowledges that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by COMMISSION.

2. Transfer of Program Funds/Budget Adjustments. The Community Development Commission Executive Director or designee is authorized to approve and execute the transfer of funds between cost categories set forth in Exhibit B-1, and to approve and execute other changes to the Agreement, so long as such changes do not result in a significant change to the program design or an increase in COMMISSION'S maximum financial obligation as set forth in Section 4 of this Agreement. COMMISSION'S written approval is required prior to the transfer of any program funds between cost categories set forth in the Exhibit B-1.

3. Closeout. Final reimbursement request is due within ten (10) days of fiscal year end.

4. Repayment. SUBRECIPIENT is responsible for the repayment of all audit exceptions and disallowances taken by COMMISSION, county, state, or federal agencies related to activities conducted by SUBRECIPIENT under this Agreement.

EXHIBIT B-1
Budget

City of Santa Rosa

City of Santa Rosa Safe Parking Pilot Project

City of Santa Rosa Safe Parking Pilot Project	General Fund (PG&E Settlement)	TOTAL
Personnel	\$150,000.00	\$150,000.00
Operating	\$300,000.00	\$300,000.00
Indirect / Admin	\$50,000.00	\$50,000.00
TOTAL	\$500,000.00	\$500,000.00

Notes:

1. Final reimbursement request is due by July 10, 2020.
2. Reimbursement requests should be submitted no more than one time per month and no less than one time per Quarter.
3. **Eligible Costs allowable under this Funding Agreement –**
4. Emergency Shelter funds may be used to provide essential services to individuals and families who are in an emergency shelter, as follows:
 - a. **Case management**
 - i. The cost of assessing, arranging, coordinating, and monitoring the delivery of individualized services to meet the needs of the program participant is eligible. Component services and activities consist of:
 1. Using the centralized or coordinated assessment system as required under 24 CFR 576.400(d);
 2. Conducting the initial evaluation, including verifying and documenting eligibility;
 3. Counseling;
 - a. Developing, securing, and coordinating services;
 - b. Obtaining Federal, State, and local benefits;
 - c. Monitoring and evaluating program participant progress;
 - d. Providing information and referrals to other providers;
 - e. Providing ongoing risk assessment and safety planning with victims of domestic violence, dating violence, sexual assault, and stalking; and

- f. Developing an individualized housing and service plan, including planning a path to permanent housing stability.

4. Child care

- a. The costs of child care for program participants, including providing meals and snacks, and comprehensive and coordinated sets of appropriate developmental activities, are eligible.
 - i. The children must be under the age of 13, unless they are disabled.
 - ii. Disabled children must be under the age of 18.
 - iii. **The child-care center must be licensed by the jurisdiction in which it operates in order for its costs to be eligible.**

5. Education services

- a. When necessary for the program participant to obtain and maintain housing, the costs of improving knowledge and basic educational skills are eligible, including:
 - i. Instruction or training in consumer education,
 - ii. Health education,
 - iii. Substance abuse prevention,
 - iv. Literacy, English as a Second Language, and General Educational Development (GED).
 - v. Screening, assessment and testing;
 - vi. Individual or group instruction;
 - vii. Tutoring;
 - viii. Provision of books, supplies and instructional material;
 - ix. Counseling; and
 - x. Referral to community resources.

6. Employment assistance and job training

- a. The costs of employment assistance and job training programs including
 - i. classroom, online, and/or computer instruction;
 - ii. on-the-job instruction; and
 - iii. services that assist individuals in securing employment,
 - 1. acquiring learning skills and/or increasing earning potential.
 - 2. The cost of providing reasonable stipends to program participants in employment

assistance and job training programs is an eligible cost.

3. Learning skills include those skills that can be used to secure and retain a job, including the acquisition of vocational licenses and/or certificates.
4. Services that assist individuals in securing employment consist of;
 - a. employment screening, assessment, or testing;
 - b. structured job skills and job-seeking skills;
 - c. special training and tutoring, including literacy training and prevocational training;
 - d. books and instructional material; counseling or job coaching; and
 - e. referral to community resources.

7. **Outpatient health services**

- a. Eligible costs are for the direct outpatient treatment of medical conditions and are provided by licensed medical professionals.
- b. **Funds may be used only for these services to the extent that other appropriate health services are unavailable within the community.**
- c. Eligible treatment consists of:
 - i. assessing a program participant's health problems and developing a treatment plan;
 - ii. assisting program participants to understand their health needs;
 - iii. providing directly or assisting program participants to obtain appropriate medical treatment, preventive medical care, and health maintenance services, including emergency medical services;
 - iv. providing medication and follow-up services;
 - v. providing preventive and non-cosmetic dental care.

8. **Legal services**

- a. Eligible costs are the hourly fees for legal advice and representation by attorneys licensed and in good standing with the bar association of the state in which the services

are provided, and by person(s) under the supervision of the licensed attorney, regarding matters that interfere with the program participant's ability to obtain and retain housing.

- b. **Funds may be used only for these services to the extent that other appropriate legal services are unavailable or inaccessible within the community.**
- c. Eligible subject matters are:
 - i. Child support, guardianship, paternity, emancipation, and legal separation, orders of protection and other civil remedies for victims of domestic violence, dating violence, sexual assault, and stalking, appeal of veterans and public benefit claim denials, and the resolution of outstanding criminal warrants.
 - ii. Component services or activities may include: client intake, preparation of cases for trial, provision of legal advice, representation at hearings, and counseling.
- d. **Eligible Costs include:**
 - i. Fees based on the actual service performed (*i.e.*, fee for service) are also eligible, but only if the cost would be less than the cost of hourly fees.
 - ii. Filing fees and other necessary court costs are also eligible.
- e. **Ineligible Costs include:**
 - i. Legal services for immigration and citizenship matters, issues relating to mortgages, and retainer fee arrangements and contingency fee arrangements.
 - ii. If the subrecipient is a legal services provider and performs the services itself, the eligible costs are the subrecipient's employees' salaries and other costs necessary to perform the services.

9. **Life skills training**

- a. The costs of teaching critical life management skills that may never have been learned or have been lost during the course of physical or mental illness, domestic violence, substance use, and homelessness are eligible costs.

- i. These services must be necessary to assist the program participant to function independently in the community. Component life skills training are:
 - 1. Budgeting resources,
 - 2. Managing money,
 - 3. Managing a household,
 - 4. Resolving conflict,
 - 5. Shopping for food and needed items,
 - 6. Improving nutrition,
 - 7. Using public transportation,
 - 8. Parenting.

10. Mental health services;

- a. Eligible costs are the direct outpatient treatment by licensed professionals of mental health conditions.
- b. **Funds may only be used for these services to the extent that other appropriate mental health services are unavailable or inaccessible within the community.**
- c. Mental health services are the application of therapeutic processes to personal, family, situational, or occupational problems in order to bring about positive resolution of the problem or improved individual or family functioning or circumstances.
- d. Problem areas may include family and marital relationships, parent-child problems, or symptom management.
- e. Eligible treatment consists of;
 - i. Crisis interventions;
 - ii. Individual, family, or group therapy sessions;
 - iii. The prescription of psychotropic medications or explanations about the use and management of medications;
 - iv. Combinations of therapeutic approaches to address multiple problems.

11. Substance abuse treatment services;

- a. Eligible substance abuse treatment services are designed to prevent, reduce, eliminate, or deter relapse of substance abuse or addictive behaviors and are provided by licensed or certified professionals.
- b. **Funds may only be used for these services to the extent that other appropriate substance abuse treatment**

services are unavailable or inaccessible within the community.

- c. Eligible treatment consists of:
 - i. Client intake and assessment,
 - ii. Outpatient treatment for up to 30 days
 - iii. Group and individual counseling and drug testing are eligible costs
- d. **Ineligible costs include:**
 - i. Inpatient detoxification and other inpatient drug or alcohol treatment

12. Transportation

- a. Eligible costs consist of;
 - i. transportation costs of a program participant's travel to and from;
 - 1. medical care,
 - 2. employment,
 - 3. child care,
 - 4. or other eligible essential services facilities.
 - ii. These costs include the following:
 - 1. The cost of a program participant's travel on public transportation;
 - 2. If service workers use their own vehicles, mileage allowance for service workers to visit program participants;
 - 3. The cost of purchasing or leasing a vehicle for the recipient or subrecipient in which staff transports program participants and/or staff serving program participants, and the cost of gas, insurance, taxes, and maintenance for the vehicle;
 - 4. The travel costs of recipient or subrecipient staff to accompany or assist program participants to use public transportation.

13. Services for special populations

- a. Funds may be used to provide services for homeless youth, victim services, and services for people living with HIV/AIDS, so long as the costs of providing these services are eligible.
 - i. The term *victim services* means services that assist program participants who are victims of domestic

violence, dating violence, sexual assault, or stalking, including services offered by rape crisis centers and domestic violence shelters, and other organizations with a documented history of effective work concerning domestic violence, dating violence, sexual assault, or stalking.

14. Shelter operations

a. Eligible costs are:

- i. the costs of maintenance (including minor or routine repairs),
- ii. rent,
- iii. security,
- iv. fuel,
- v. equipment,
- vi. insurance,
- vii. utilities,
- viii. food,
- ix. furnishings,
- x. supplies necessary for the operation of the emergency shelter.
- xi. Where no appropriate emergency shelter is available for a homeless family or individual, eligible costs may also include a hotel or motel voucher for that family or individual.

b. Ineligible operating or maintenance costs include:

- i. Staff salaries (including fringe benefits) paid under the operational costs category are limited to 10 percent of the grant.
 1. Maintenance and security salary costs are not subject to the 10 percent standard.
- ii. Recruitment or ongoing training of staff
- iii. Depreciation
- iv. Costs associated with the organization rather than the supportive housing project advertisements, pamphlets about the organization, surveys, etc
- v. Staff training, entertainment, conferences, or retreats
- vi. Public relations or fundraising
- vii. Bad debts/late fees
- viii. Mortgage payments

EXHIBIT D
Homeless Management Information System (HMIS)

As stated more specifically in the Sonoma County Homeless Management Information System Participant Agreement, SUBRECIPIENT must be in “good standing” in collecting and entering current, accurate, and comprehensive data that reflects the homeless program services delivered by SUBRECIPIENT into the COMMISSION’s Efforts to Outcomes (EtO) Homeless Management Information System (HMIS) licensed by Social Solutions Group as a condition of funding under this Agreement.

A. HMIS “Good Standing”: Good Standing is defined as timely data entry, complete and accurate data reflective of the Participant status at Intake, Update and Exit and as defined by the prevailing HMIS Data Standards.

1. Timely data entry:

a. Unless otherwise approved in writing and attached to this agreement, entry of data into EtO HMIS within five (5) business days of the event that generated by the data collection (i.e., Participant Intake, Entry and Exit from Program, and required annual updates if Participant is participating for longer than one year in the program).

2. Accurate and Complete Data:

a. All homeless Participant data for Covered Homeless Organizations (CHO’s) will be entered into the EtO HMIS unless approved in writing and attached to this agreement.

b. 95% of all HUD or Sonoma County defined mandated data points are supplied (fields do NOT reflect a “Null”, “Don’t Know or Refused” OR “Data Not Collected” value).

c. The HUD Data Quality reports (required Quarterly Reporting for each homeless program) will reflect a 95% or higher data completeness and quality result at all times.

3. Data Collection Methodology:

a. SUBRECIPIENT shall adhere to the most current HMIS Data Standards and Sonoma County HMIS Lead designed program workflow(s) for each homeless program type.

B. User Training: All Users of the HMIS will receive general HMIS User Training and Security and Ethics prior to receiving login credentials to the HMIS. Additionally, all HMIS Users shall receive updated Security and Ethics training annually.

SUBRECIPIENT shall report Users departing their HMIS role for any reason within 24 hours of their departure for removal of user from the EtO HMIS.

- C. Required Quarterly Reporting: SUBRECIPIENT shall utilize data from the following reports as the basis for quarterly report submissions and include with their report submission:
- a. HUD Data Quality report for the program being reported with a data range from the start of the fiscal year to the end of the required report period (cumulative)
 - b. The 1-Sono – 0607-CDBG/CAPER (CDC Quarterly & Other Grant Reporting)
- D. HMIS Financial Match and Other Financial Requirement: SUBRECIPIENT agrees to pay the calculated fair share portion of the McKinney-Vento required funding match within 60 days of billing by the Commission. SUBRECIPIENT also agrees to provide the Commission with leveraging information within 30 days of request.
- E. Homeless Count Participation: SUBRECIPIENT will take part in annual sheltered Homeless Count by maintaining accurate and up-to-date data in good standing and being responsive to the Continuum of Care and HMIS Coordinators' requests for current and accurate information prior to and after the Homeless Count. SUBRECIPIENT will take part in the annual unsheltered Homeless Count by assigning staff to assist in the Count process and by making facilities and other SUBRECIPIENT resources available to support the Count commensurate to the size of the SUBRECIPIENT's homelessness program relative to the overall Sonoma County program.
- F. Sonoma County Homeless Coordinated Entry Participation: SUBRECIPIENT shall agree to participate in the CE system by referring homeless participants directly to CE for screening and assessment, communicating with the CE subcontractor about program referral placement and/or reasons for declining participants. Determination of participant referrals will be completed within a timely manner of three business days or less.

Exhibit F

Insurance Requirements for Homeless Service Programs

Section I – Insurance to be maintained by SUBRECIPIENT

SUBRECIPIENT shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for 1 YEAR after all funds have been disbursed.

COMMISSION reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. COMMISSION's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or COMMISSION'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.

1. Workers Compensation and Employers Liability Insurance

- a. Required if SUBRECIPIENT has employees as defined by the Labor Code of the State of California.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. *Required Evidence of Insurance*: Certificate of Insurance.

If SUBRECIPIENT currently has no employees as defined by the Labor Code of the State of California, SUBRECIPIENT agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If SUBRECIPIENT maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by SUBRECIPIENT.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. SUBRECIPIENT is responsible for any deductible or self-insured retention and shall fund it upon County's written request, regardless of whether SUBRECIPIENT has a claim against the insurance or is named as a party in any action involving the County.
- d. **Sonoma County Community Development Commission and the County of Sonoma,**

their officers, agents and employees, 1440 Guerneville Rd, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of SUBRECIPIENT's ongoing operations. (ISO endorsement CG 20 26 or equivalent).

- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between COMMISSION and SUBRECIPIENT and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. **Required Evidence of Insurance:**
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limit: \$1,000,000 combined single limit per accident. The required limit may be satisfied by a combination of Automobile Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Insurance shall cover all owned vehicles if SUBRECIPIENT owns vehicles.
- c. Insurance shall cover hired and non-owned vehicles.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

4. Professional Liability/Errors and Omissions Insurance *(Only required of recipients whose normal operations include professional services.)*

- a. Minimum Limit: \$1,000,000 per claim or per occurrence.
- b. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County.
- c. If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of the work.
- d. **Required Evidence of Insurance:** Certificate of Insurance.

5. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

6. Documentation

- a. The Certificate of Insurance must include the following reference: **CITY OF SANTA ROSA SAFE PARKING PILOT**
- b. SUBRECIPIENT shall submit required Evidence of Insurance prior to the execution of this Agreement. SUBRECIPIENT agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance

is: **Sonoma County Community Development Commission 1440 Guerneville Rd, Santa Rosa, CA 95403.**

- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. SUBRECIPIENT shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

SUBRECIPIENT's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Section II – Insurance to be Maintained by SUBRECIPIENT's contractors and/or consultants --

1. General Liability Insurance

- a. Proof of Commercial General Liability Insurance shall be provided on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance.
- b. Subcontractor shall name contractor / subrecipient and the County of Sonoma as an additional insured to the policy coverage required above. Proof of additional insured coverage must be provided by a Certificate of Insurance before the commencement of work.

**EXHIBIT G
EMERGENCY SHELTER STANDARDS**

**SONOMA COUNTY CONTINUUM OF CARE
EMERGENCY SHELTER STANDARDS OF
CARE**

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Rationale:

The CoC Program Interim Rule requires CoCs to establish and follow written standards for providing CoC assistance in consultation with recipients of the Emergency Solutions Grants (ESG) program (24 CFR 578.7(9)). The ESG Program Interim Rule requires the ESG recipient to establish and consistently follow written standards for providing assistance with ESG funds (24 CFR 576.400 (e)). At a minimum, these written standards must include:

- Policies and procedures for evaluating individuals’ and families’ eligibility for assistance in the CoC and ESG Program;
- Policies and procedures for determining and prioritizing which eligible individuals and families will receive assistance for Street Outreach, Emergency Shelter, Homelessness Prevention (HP), Permanent Supportive Housing (PSH), Transitional Housing (TH), and Rapid Re- Housing (RRH);
- Standards for determining what percentage of rent a program participant must contribute while enrolled in a RRH or HP project.

The County of Sonoma Continuum of Care has adopted the following Standards of Care for Emergency Shelters. Emergency shelters are safety net facilities for people experiencing housing crisis. They provide an entry point into stabilization services leading as quickly as possible to permanent housing. Because participants are in crisis, entry requirements and documentation are minimal and regardless of ability to pay. Programs involve congregate living; therefore, basic community rules ensure a safe and healthy environment in which participants can progress in resolving their housing crisis.

Program Standards serve as a common policy framework and the minimum standards for Sonoma County’s Emergency Shelters. All projects funded under the CoC program, Emergency Solutions Grant (ESG) Program, shall apply the following standards consistently for the benefit of all program participants. The CoC strongly encourages projects that do not receive the above-mentioned funds to accept and utilize these standards. These policies have been developed through a working consensus process. While the Emergency Shelter Program standards are not policies and procedures, they may be used as an outline for local agency policies, procedures, and adopted policies should be incorporated into local manuals.

Guiding principles/Program Elements

Housing first

On September 29, 2016, Governor Jerry Brown signed Senate Bill 1380, making California a Housing First state. This requirement applies to any program providing

housing or housing-based services to people experiencing homelessness or at risk of experiencing homelessness, whether the program was designed to address homeless or not.

The Housing First model is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income.

Under the Housing First approach, anyone experiencing homelessness should be connected to a permanent home as quickly as possible, and programs should remove barriers to accessing the housing, like requirements for sobriety or absence of criminal history. It is based on the “hierarchy of need:” people must access basic necessities—like a safe place to live and food to eat—before being able to achieve quality of life or pursue personal goals.

Program elements

STABILIZATION AND BASIC ORIENTATION TO PROGRAM:

Shelters should ensure personal contact is made to acclimate new participants to the facility and help them establish a sense of safety. A one-to-one meeting should take place within the first week to build rapport and offer support in resolving housing crises.

Housing focused:

Emergency shelter programs should direct their services to resolving the individual’s housing crisis. Participants should be referred to Coordinated Entry within 5 days of entering a shelter program. When able, shelter providers will enroll client into Coordinated Entry. Shelters will offer non-mandatory case management services to clients. Case management is always voluntary and not a requirement of the shelter. A Housing First model case management should create a dialog focused on addressing barriers to housing. Individual activities should be compiled in an Individual Action Plan or equivalent, with review with the case manager. Seasonal shelters generally do not provide case management services due to their operating hours. If able, seasonal shelters will refer clients to CES or other community services.

Services:

With the understanding that each participant’s needs are individual, as a system of care the CoC seeks to make the following services available to all shelter participants. These services may be provided by the shelter or the shelter may refer clients to these services if/when they are available. These services are not mandated parts of the shelter program and the acceptance of these services or referrals is up to the client.

- i. Health Assessment, establishment of primary care home and health coverage, and access to behavioral health treatment as needed.
- ii. Financial education, Money Management & Savings Programs, including tenancy education and credit clean-up.

- iii. SSI/SSDI Outreach, Access, and Recovery (SOAR) benefits assistance; a program designed to increase access to Social Security Administration (SSA) disability benefits for eligible individuals who are experiencing or at risk of homelessness and have a mental illness, medical impairment, and/or a co-occurring substance use disorder.
- iv. Legal services: record expungement, addressing pending charges, and legal services for those fleeing domestic violence.
- v. Other Mainstream resources: i.e. MediCal, Temporary Assistance for Needy Families, Cal Fresh, substance abuse services.

Trauma Informed Care

Sonoma County shelters seek to provide a trauma-informed system of care. All shelters should work to bring *Seeking Safety* evidence-based practice into their programs. Trauma-informed services should include case management; onsite integrated health resources; ACEs-based programs; living skills programs focused on communication skills, grief/loss, and well-being.

Shelter operations:

Eligibility

TARGET GROUPS: This document establishes minimum standards for shelters serving single adults, families with children, Transitional Aged Youth, and other specialized populations. *Individual shelters may establish standards for more specialized practice.*

All shelters receiving ESG or CoC funds must serve only clients who meet federal definitions of homelessness (and in limited cases, those “at-risk” of homelessness). Homeless status is verified at intake for all incoming shelter residents.

https://files.hudexchange.info/resources/documents/HomelessDefinition_RecordkeepingRequirementsandCriteria.pdf

- a. **Documentation:** Please see the chart on page 16-17 for acceptable forms of documentation. Shelters should make every effort to meet federal standards of documentation. The preference is for 3rd party documentation. 2nd party documentation (observation by a homeless services provider) is acceptable if 3rd party documentation is not available. At a minimum, client self- certification will be accepted. Lack of 3rd party documentation must not prevent an individual or family from being immediately admitted to emergency shelter. Records contained in an HMIS or comparable database used by victim service or legal service providers are acceptable evidence of 3rd party documentation and intake worker observations.
- b. **Income Levels:** *There is no fee for using emergency shelter services.* However, all shelter participants will be required to certify their income level.

Admissions
POLICIES AND PROCEDURES:

Shelters are required to create policies and procedures for accepting individuals into their shelter programs for those clients not covered in the Unified Shelter Intake Policy below.

Shelter Intake

Shelters must provide access to all individuals who wish to access shelter and they must provide accommodations to those who may not otherwise be able to access shelter. See the Reasonable Accommodation policy. Providers must actively seek to engage and offer shelter services to those who normally are unable to access shelter services.

Shelter providers will conduct intakes for 75% of their beds on a first come-first served basis. If beds are not available, the shelter will develop a waitlist and contact the client when their name has been reached.

Shelter providers will maintain a minimum of 25% of their beds for vulnerable individuals who may be referred from outreach teams and emergency service providers including community mental health response teams. Additionally, individuals who are at the top of the by names list who are waiting on imminent placement into a permanent supportive housing project may be referred by CES to this 25% set aside. Shelters will keep a mixture of top and bottom beds available for this set aside. These beds are to be filled on a first come, first served basis.

When an individual expresses interest in shelter, outreach workers or other service providers, will determine which shelter best meets an individual's needs based that client's needs and preferences. When a shelter option is determined, the shelter will be contacted to check the availability of their set aside beds by calling a designated phone number for the shelter. If a bed is available, the outreach worker will assist the individual in getting to the shelter. If no immediate shelter placements are available, the outreach worker will offer assistance connecting the client to the agency's first come, first serve waitlist and provide the client with information on other options for emergency shelter/services referrals.

Individuals accepted into these set aside beds will be expected to arrive at the shelter during the agencies intake hours of operation as directed by the shelter. If an individual is unable to arrive during the agency's hours of operation, the outreach/emergency services worker will make another inquiry the following day.

Shelter providers will develop affirmative marketing strategies for bringing individuals into the shelter who would not normally choose to be served in a shelter. Shelter providers must have policies and procedures in place to make accommodations to the shelter environment to allow those individuals to access the shelter's services.

Required intake documents:

The following documents may be required of individuals who are seeking access to emergency shelters however, documents should not constitute a barrier to accessing emergency shelter services. If the participant is unable to produce any of the following documents, the shelter may make a local decision about the necessity of pursuing them.

- a. Personal identification: at least one photo ID is preferred, see attached list for options, page 17-18.

- b. Documentation of Homelessness or At-Risk status per federal guidelines.
- c. Income self-declaration
- d. HMIS intake forms
- e. Signed acknowledgment of receiving program rules or requirements.
- f. Signed acknowledgement of receiving any other participant rights and responsibility
- g. Signed acknowledgement of receiving an agency grievance procedure. All clients will be provided a copy of the procedure.

Family Shelters

For purposes of admission into a shelter that serves households with children only a family is defined as;

- A head of household with minor child(ren); and
- Any household made up of two or more adults, regardless of sexual orientation, marital status, or gender identity, presenting with minor child(ren)

Exclusions:

Households with children:

No one under the age of 18 should be allowed to reside in a single-adult shelter. If a household with minors presents for service at a single-adult shelter, shelter staff with refer the family to more appropriate services.

Unaccompanied minors:

Unaccompanied minors may only be served with agreement of the legal guardian or appropriate authorities. Basic Center Programs (BCP) projects serving youth who run away from a foster care, child welfare must create a MOU between their programs and child welfare agencies that clarifies roles, responsibilities, and define the provision of services at the time youth enter the shelter. This MOU should also clarify what financial obligations are associated with the provision of services. This requirement is in accordance with ACT Information Memorandum ACYF-CB/FYSB-IM-14-1 issued on November 4, 2014 available at

https://www.rhyttac.net/index.php?option=com_content&view=article&id=160:foster-care-youth-in-rhy-programs---information-memorandum&catid=26:rhy-news&Itemid=211

BCPs should contact the parents, legal guardians, or other relatives of each youth as soon as feasible, but no later than 71 hours of the youth entering the program

Mental Health Crisis:

If the participant is unstable but not actively violent, they should be immediately referred to Crisis Stabilization Unit (707-576-8181) If safety of self or others is at stake (suicidal, imminent danger to oneself or others), an immediate call should be made to 911.

Readmission:

People who have been suspended or otherwise exited for egregious behavior may require the approval of the program manager to be readmitted. Agencies will develop their own policies and procedures for determining readmission for individuals who were exited for egregious or dangerous behavior. These policies and procedures will provide individuals an opportunity to appeal these decisions.

It is recognized that each shelter is different. Each situation, the environment it occurs in and antecedent conditions can have an impact on the perceived severity of an action. Shelters are to consider the following definitions when considering granting re-admission to a person that has previously been suspended from services. Egregious behavior is defined as abuse, abandonment, neglect, or any other conduct that is deplorable, flagrant, or outrageous by a normal standard of conduct. Dangerous behavior is defined as the creation of an imminent and unreasonable risk of injury or harm to either persons or property of another or the actor.

Sex offenders:

Shelter providers will establish policies regarding the admission of sex offenders into their respective shelters considering all funding and local restrictions that may be in place.

Medically Vulnerable Clients:

Shelters always seek to screen participants in to their shelter programs. Shelters will make every attempt to serve all who are seeking service however, when a participant's level of care exceeds what can be offered by program staff, or a participant is not able to meet their activities of daily living (ADLs), the client may not be able to access shelter. Agencies will develop their own policies and procedures on how to accommodate medically vulnerable clients or otherwise refer to more appropriate services to help resolve their homelessness.

Coordination with other providers **Coordinated Entry System (CES)**

Emergency Shelters are considered emergency services and as such must provide access to their shelters and Coordinated Entry without any barriers. This means that all permanent shelters in Sonoma County must operate as Coordinated Entry access points or must provide access to the CES system. Access is defined as providing a pathway to the Coordinated Entry System through direct enrollment and placement or through referral to another CES access point. Individuals who access shelters, must be able to enroll eligible

participants directly and into HMIS and the shelter project within 5 business days or make a referral to an access point within the same period of time. If an individual seeking shelter placement should be served by another shelter (e.g. if a youth is attempting to access a family shelter), the access point must immediately refer the individual to a more appropriate shelter. In addition, shelters which operate as CES access points, must also provide a safety assessment to clients who may be fleeing domestic violence, sexual assault, stalking etc. This assessment is not intended to be comprehensive rather to determine if the person is experiencing a domestic violence, stalking, human trafficking situation and to refer that individual, if applicable, to a provider or service that may better serve them. To the extent possible, a shelter representative should attempt to attend the monthly CES case conferences.

Street Outreach

Outreach workers will refer unsheltered persons to into Coordinated Entry as quickly as possible, conducting the VI-SPDAT screening as possible and assisting them to access Coordinated Entry. If clients are interested in emergency shelter, outreach workers will refer clients to shelters and explain shelters' intake process

Rapid Re-Housing (RRH) Providers

Emergency Shelter providers will connect clients with CES so that they can access RRH programs.

Permanent Supportive Housing providers:

Shelter providers will work with Coordinated Entry and PSH providers to locate clients and to assist in documentation of chronic homelessness. Additionally, PSH providers will coordinate shelter placement if a person loses PSH assistance. However, prior to exiting a client from a PSH program, providers should coordinate with CES to see if they can facilitate a transfer to another PSH program that would better serve the client.

Participant's rights and responsibilities

Shelter operators will develop their own participant rights and responsibilities and provide them to shelter participants upon entry. Additionally, these rights and responsibilities will be posted in common areas of the shelter. These rights will all contain the following:

- The right to be treated with dignity and respect
- The right to privacy within the constraints of a shelter environment.
- The right to reasonable accommodations
- The right to self-determination in participation in case management and services including the right to decline to participate in supportive services.
- The right to confidentiality and to be informed how that information will be used.
- The right to reside in a safe environment that is free from physical and emotional abuse.

The Client responsibilities will be developed by shelter operators but will contain the following:

- Participants are expected to maintain the confidentiality of other shelter participants.
- Participants are expected to follow the guidelines outlined by shelter operators.

- Participants are expected to respect others' right to quiet enjoyment of the premises (to the extent that this is possible in a communal environment), safety, and to help maintain a clean and safe environment.
- Participants are expected to respect the property rights of others.

Exits from Shelter

Time limits:

Shelters provide a safe temporary housing for individuals experiencing homelessness for up to 180 days within 1 shelter stay. Shelter operators will track the number of days a participant has accessed the shelter to ensure participants are not exceeding 180 days in one stay. Extensions beyond 180 days are possible under limited circumstances. Shelters will develop their own policies and procedures for considering extensions.

Emergency Exits:

Peaceful enjoyment of the premises: Shelter environments are communal living environments that often strain the ability to maintain a peaceful or quiet environment. To the extent that is possible in a communal shelter, participants will respect others right to the peaceful enjoyment of the premises. Violations of quiet enjoyment of the premises include derogatory language, loud outbursts, use of personal electronic devices to a level that disturbs others and any other action that disrupts others' quiet enjoyment of the premises. These may be treated with verbal or written warnings and support for behavioral change initially but can result in exit from the shelter.

Violations of safety: Shelter participants are expected to maintain a safe physical environment. This includes refraining from bringing dangerous objects/drugs into the shelter environment as well as keeping and using personal belongings or shelter property in a safe manner. Shelter providers can develop policies and procedures for the safe storage of items that may be considered dangerous and are not otherwise permitted in a shelter environment. Violations of safety also includes a failure to maintain a safe environment through neglect of personal health and hygiene, proper use or storage of personal medications or hoarding of belongings to the point that it substantially impacts the safety of other participants and staff. If a participant is unable to maintain the safety of themselves or other, either through dangerous activities or through neglect, participants may be exited from the shelter and a suspension of further services may be imposed depending on the severity of the safety violation. Providers will work with the client to identify any safety related concerns and attempt to resolve the issue, when possible, prior to any decisions pertaining to exit of the participant.

Violence: Verbal and physical violence, including threats of violence, is considered to be an egregious violation of safety. If a participant is engaged in threats or acts of violence, they can be subject to exit and a further suspension of services may be imposed. However, shelter staff are expected to consider any antecedent conditions that may have caused the threats or acts of violence and keep these in mind when imposing a suspension of services.

If an exit is required to ensure safety, the client will be informed of the reason and duration of the exit. Additionally, every effort will be made to connect the participant with more appropriate resources, and to identify a way to ensure the participant's safe transport to alternate services (e.g., detox). Whenever possible, shelter staff will elevate the case to a higher level of care, including case conferences with the Coordinated Entry.

Ineligible clients:

Clients must meet the eligibility requirements to receive assistance. Clients must meet categories 1,2,3 & 4 of HUD's homeless definitions. Additionally, clients must be able to meet their own activities of daily living. Homeless definitions can be found here:

https://files.hudexchange.info/resources/documents/HomelessDefinition_Recordkeeping_RequirementsandCriteria.pdf

Medication storage

Shelter providers will establish policies regarding the storage of participants' medication. The policy will address the storage and refrigeration of medication. Shelters will provide locked storage of medications for clients. The shelter provider will not administer or dispense medication. Shelter participants are expected to manage their medications without any assistance from staff. If a participant abuses their medication to the point of endangering themselves or others, they may be exited from the shelter.

Grievance procedure

Shelter operators will develop their own policies and procedures for participant grievances. Grievances include: appeals of decisions that impact shelter participants (exits, extensions etc.) and grievances of shelter policies or perceived unfair/unequitable treatment by agency staff. Participants should inform clients about their grievance policy upon intake or orientation. Copies of the grievance policy should be posted in the shelter and staff will make grievance forms available to clients upon request. Clients should be informed of how their grievance will be handled and will be given a timeframe for completion of each step of the process.

Reasonable accommodations

The Sonoma County Continuum of Care is committed to providing equal opportunity and reasonable accommodations to participants with disabilities to allow them to better access shelter services. Shelter operators must develop their own reasonable accommodation policies and this policy will be clearly communicated to shelter participants upon entry. A reasonable accommodation is a change, exception or adjustment to a program, service, building or dwelling unit that will allow a qualified person with a disability to

- Participate fully in a program;
- Take advantage of a service;
- Live in a dwelling

To show that a requested accommodation may be necessary, there must be an identifiable relationship, or nexus, between the requested accommodation and the individual's disability.

When a client requires an accessible feature(s), policy modification, or other reasonable accommodation, the program must provide the requested accommodation unless doing so would result in a fundamental alteration in the nature of the program or an undue financial and administrative burden. A fundamental alteration is a modification that is so significant that it alters the essential nature of the program. In such a case, if possible, the program will offer an alternative solution that would not result in fundamental alteration of the program or a financial or administrative burden.

Service Animals

Shelter providers will develop policies and procedures regarding access for individuals with service animals. Shelter providers must admit participants and their service animals regardless of documentation. Shelter providers must not ask what disability necessitates the service animal.

Client feedback

Shelter providers must develop policies for soliciting and receiving feedback from shelter participants. Feedback can be elicited through exit interviews, surveys, focus groups etc. Shelters will utilize this feedback to assess program performance and inform shelter policies.

Limits to service (time limits) and extensions

Emergency shelter stays are limited to 180 days in a one shelter stay unless an extension is granted by the shelter operator. Extensions are granted on a case by case basis. Shelter operators will develop their own policies and procedures for considering extensions. There is no limit to the maximum number of times a person can access shelter services with the exception of those whose services have been suspended due to an egregious violation of the rules.

Seasonal shelters

Seasonal shelters are designed to address the public health risk of cold or wet winter weather to unsheltered people. Shelter operators will input client data into the Homeless Management Information System (HMIS), following all relevant data quality standards, and will refer all participants to appropriate City, County, State, and other local services if able. Seasonal shelters do not offer the same supportive services to individuals that may be found in other shelters. Additionally, seasonal shelters may or may not be able to offer other amenities such as storage and food service depending on their facility and funding.

Emergency Preparedness/Natural disasters

Shelter operators must develop policies and procedures for emergency situations with relation to staff and participant safety and security. These policies and procedures should include plans for the safe evacuation of a shelter participants and staff to alternative locations in the case of a natural disaster. Staff should be trained and well versed on these policies and procedures.

Communicable diseases

Shelter providers will develop policies and procedures for providing services in an environment of communicable diseases, including policies and procedures for social distancing and screening. Policies will comply with any federal, state and local public health measures. These policies and procedures should be flexible and regularly updated to comply with changing conditions and public health orders.

Facility standards

All Shelters will comply with the ESG Minimum Habitability Standards for Emergency Shelters and Permanent Housing found in 24 CFR § 576.403- Shelter and housing standards. <https://files.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>

Administration:

Record retention and storage

It is the common practice of Sonoma County homeless service providers to retain paper records for 7 years. The Continuum of Care's preference is that all data be entered into HMIS. HMIS meets all HIPAA, privacy and security requirements, more completely than most paper systems. Private user information can be drawn from the meta-data.

Participating providers may scan documents and upload them to HMIS. Under HUD's data standards, the HMIS vendor will be responsible for regular secure storage of data retained beyond the required periods. To the extent possible, providers will move toward such electronic records, with the understanding some agencies will be required to retain paper records for monitoring by their funders

Files containing personal information shall be stored in locked and safe locations to maintain confidentiality. Shelter providers will maintain policies and procedures that detail their agency's retention times and how release information requests are processed.

Eligible activities

24 CFR § 576.102 states: Subject to the expenditure limit in § 576.100(b), ESG funds may be used for costs of providing essential services to homeless families and individuals in emergency shelters, renovating buildings to be used as emergency shelter for homeless families and individuals, and operating emergency shelters.

For a complete list of eligible activities please see: 24 CFR § 576.102

<https://www.law.cornell.edu/cfr/text/24/576.102>

HMIS

Shelter Providers must actively document within the HMIS and do so within accordance with the HMIS Policies and Procedures. Programs are required to document enrollments and exits in HMIS within a 5-day period for the purpose of live bed management. More information about HMIS data standards can be found at.

<https://files.hudexchange.info/resources/documents/HMIS-Data-Standards-Manual.pdf>

As a requirement from **HUD**, some individuals may not wish to provide their personal identifiable information into the HMIS. An individual or family can refuse to participate in HMIS, and the provider must still offer all the same services to that household.

However, some information may be required by projects to determine eligibility for housing or services, or to assess needed services. Therefore, although program participants are not required to participate in HMIS, they will need to provide personal information in order to be determined eligible for particular resources.

Individuals who refuse to provide their information in the HMIS, will be given a unique code within the HMIS, and providers must explain that this may deem them ineligible for certain projects. For more information on how to enroll clients in the HMIS without identifiable information, please use the following link to access this information:

<https://sonomacounty.ca.gov/CDC/Homeless-Services/Sonoma-County-HMIS> (HMIS Forms and Guidelines: [How to Anonymously Enter a Client into HMIS](#))

Reporting

Programs are required to be timely on any required reporting. If a program is not able to meet the deadline for a required report, the program administration will provide notice of an estimated time from for when reports can be received.

Program Monitoring

Shelter providers can expect the Sonoma County Community Development Commission to monitor their program annually to ensure adherence to these standards.

Resources

Shelter providers are encouraged to use all of the resources that HUD makes available to providers to better understand program rules and regulations and to better implement programs. Below are resources that can assist providers.

- HUD Exchange: CoC and ESG Virtual Binders: <https://www.hudexchange.info/homelessness-assistance/coc-esg-virtual-binders/>
- HUD Exchange: ESG requirements: <https://www.hudexchange.info/programs/esg/esg-requirements/>
- CoC interim Rule: <https://www.govinfo.gov/content/pkg/CFR-2017-title24-vol3/xml/CFR-2017-title24-vol3-part578.xml>

Exhibits

Homelessness definitions

Homelessness in Sonoma County is determined by HUD definition. Please click link for a chart:

https://files.hudexchange.info/resources/documents/HomelessDefinition_Recordkeeping_RequirementsandCriteria.pdf

ACCEPTABLE FORMS OF IDENTIFICATION

- Valid driver's license or identification card issued by DMV
- Valid driver's license or identification card from the state or country of origin
- Birth Certificate
- United States Passport
- Foreign passport
- Verification of citizenship, alienage, or immigration status
 - Permanent Resident Card or Alien Registration Receipt Card
 - Employment Authorization Document (Card) that contains a photograph
 - Green Card
 - Work Visa

- Certificate of Naturalization or Citizenship
- American Indian Card
- Voter's registration card
- US military card
- Military dependent's ID card
- Social Security Card or Tax ID number
- State Benefits Card

Acknowledgements

These standards were developed with the assistance of the agencies/individuals below.

Nation's Finest: Mary Haynes

Social Advocates for Youth: Lisa Fatu

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St. Vincent De Paul: Chris Grabill

Reach for Home: Jaclyn Ramirez

Committee on the Shelterless: Robin Phoenix/ Jules Pelican

West County Community Services: Danielle Danforth

Sonoma County Health Services: Joe Hegadus/ Will Gayowski

Sonoma County Community Development Commission: Madison Murray/Karissa White/Thai Hilton

EXHIBIT H

Reasonable Accommodations

SUBRECIPIENT is required to comply with the American with Disabilities Act of 1990 (ADA), as amended by the ADA Amendments Act of 2008. The ADA prohibits public entities and private entities offering a place of public accommodation from discriminating against individuals on the basis of an actual or perceived disability.

The ADA requires SUBRECIPIENT to provide reasonable accommodations¹ to applicants and participants who claim a disability prevents them from accessing services, but who otherwise would be eligible for SUBRECIPIENT's services. Individuals with a disability, as defined by the ADA, are entitled to request and receive reasonable accommodations in order to enjoy full and equal access to the SUBRECIPIENT's services.

The COMMISSION requires SUBRECIPIENT to submit a policy approved by SUBRECIPIENT's Board that describes the procedure for processing requests for reasonable accommodations, as well as a Client Grievance Policy and Procedure that describes how a client may file a grievance if she or he believes SUBRECIPIENT has discriminated against her or him in violation of the ADA. At a minimum, SUBRECIPIENT's reasonable accommodation policy must guide staff in conducting the iterative process of responding to reasonable accommodation requests and describe internal processes for accepting or denying such requests. Final versions of these policies, or a draft if the policy is not yet finalized, must be filed with the COMMISSION as a condition of entering into this Agreement.

If a submitted draft policy receives Board approval during the contract year, SUBRECIPIENT must submit the approved document to the COMMISSION via email within thirty days to the COMMISSION's designated liaison officer as noted in Section 13 of this Agreement. SUBRECIPIENT's response to the processing of reasonable accommodation requests will be a point of program monitoring throughout the life of the contract.

THE COMMISSION'S RECEIPT AND RETENTION OF SUBRECIPIENT'S POLICIES IS NOT A DETERMINATION ON OR ACCEPTANCE OF THE LEGAL SUFFICIENCY OF SUCH POLICIES. SUBRECIPIENT SHOULD CONSULT WITH ITS LEGAL COUNSEL REGARDING THE SUFFICIENCY OF SUCH POLICIES.

If an applicant for services requests a reasonable accommodation for a disability while he or she is in Coordinated Entry (either during initial assessment or at any time following enrollment), Coordinated Entry staff will forward the accommodation request to the service or housing organization. Applicants already enrolled in Coordinated Entry may submit their requests directly to a SUBRECIPIENT staff member at any point of their experience with services. Per the Coordinated Entry Policies and Procedures (page 25), the SUBRECIPIENT has 72 hours to respond to CES' reasonable accommodation request, confirming receipt of the request.

¹ A reasonable accommodation is a change, exception, or adjustment to a rule, policy, practice, or service that may be necessary for a person with disabilities to have an equal opportunity to use and enjoy a dwelling, including public and common use spaces, or to fulfill their program obligations.

Client charts shall contain documentation of the date of the reasonable accommodation request, the nexus between the requested accommodation and the individual's disability, SUBRECIPIENT's response to the request, including any specific reasons for denying or approving the request, and the course of action following denial or approval. Denials of reasonable accommodation requests must contain information supporting SUBRECIPIENT's determination that approval would cause undue financial and administrative burden or fundamentally alter the nature of the program. In the event of a denial of a reasonable accommodation request, the SUBRECIPIENT shall inform the COMMISSION *via* email to the COMMISSION's designated liaison officer of the circumstances, reasons for denial, and subsequent actions within five business days.