

TO: Board of Supervisors

FROM: Health and Human Services Agency

MEETING DATE: May 4, 2021

DEPARTMENT CONTACT: Darcie Antle
DEPARTMENT CONTACT: Megan Van Sant

PHONE: 463-4441
PHONE: 463-4433

ITEM TYPE: Consent Agenda

TIME ALLOCATED FOR ITEM: N/A

AGENDA TITLE:

Approval of Retroactive Agreement with Project Sanctuary in the Amount of \$456,868 to Provide Non-Congregate Shelter (i.e. Motel Vouchers) and Housing Navigation Services Needed to Prevent, Prepare For, and Respond to Coronavirus Among Individuals and Families Who Are Fleeing Domestic Violence In Mendocino County for the Period of January 1, 2021 through June 30, 2022

RECOMMENDED ACTION/MOTION:

Approve retroactive Agreement with Project Sanctuary in the amount of \$456,868 to provide non-congregate shelter (i.e. motel vouchers) and Housing Navigation Services needed to prevent, prepare for, and respond to coronavirus among individuals and families who are fleeing domestic violence in Mendocino County for the period of January 1, 2021 through June 30, 2022; authorize the Health and Human Services Agency Assistant Director or designee to sign any future amendments to the Agreement that do not increase the annual maximum amount; and authorize Chair to sign same.

PREVIOUS BOARD/BOARD COMMITTEE ACTIONS:

None

SUMMARY OF REQUEST:

The Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress on March 27, 2020, included funds for homeless services through the U.S. Department of Housing and Urban Development's (HUD) Emergency Solutions Grant (ESG-CV) to support Continuum of Care (CoC) in addressing COVID-19 among the homeless. On June 1, 2020, the Department of Housing and Community Development released a Notice of Funding Availability for the ESG-CV. The ESG-CV provides funding to prevent, prepare for, and respond to COVID-19 among individuals and families who are experiencing homelessness or receiving homeless assistance, and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by COVID-19. ESG-CV funds for non-entitlement CoC jurisdictions, such as Mendocino County, are distributed to State Governments, which then release funds directly to the CoC. Funds were awarded to Mendocino County in two rounds; the first round in the amount of \$705,100 in October 2020; the second round in the amount of \$4,758,723 in March 2021.

After the first round of funds were granted, the County program entered into a first set of short-term contracts for services utilizing these funds, enabling contractors to make purchases and increase staffing required to address COVID-19 for the period of September 1 - December 31, 2020. After finalizing the short-term contracts, the County program immediately released a Request for Proposals (RFP) for emergency shelter services starting January 1, 2021. The RFP closed December 17, 2020. The RFP evaluation process took a lot of time, since proposals were few and inadequate, with no qualified vendors to provide inland shelter. The County could not be without inland shelter, so the program was forced to start sole source contracts for these services. After sole source contracts were in place, the County program reviewed a revised RFP proposal with a new budget to start January 1, 2021 specific to inland shelter services. Negotiations for the inland shelter budget lasted a few months, delaying the drafting of this final contract for services with Project Sanctuary.

Using CARES Act funds, Project Sanctuary will provide non-congregate shelter and housing navigation

services for persons fleeing domestic violence during the COVID-19 pandemic, for the period of January 1, 2021 – January 31, 2022. These services will help to prevent, prepare for, and respond to COVID-19 among individuals and families who are experiencing homelessness in Mendocino County.

Due to the emergency status of the COVID-19 pandemic, CARES Act funding for shelter services was not anticipated nor guaranteed, grant award letters from the State were considerably delayed, and the expenditure start date set by the State proceeds the date the funds were awarded, leading to this Agreement being processed retroactively.

ALTERNATIVE ACTION/MOTION:

Return to staff for alternative handling.

SUPERVISORIAL DISTRICT: ALL

VOTE REQUIREMENT: Majority

SUPPLEMENTAL INFORMATION AVAILABLE ONLINE AT: [HTTPS://WWW.HCD.CA.GOV/GRANTS-FUNDING/ACTIVE-FUNDING/ESG.SHTML#FUNDING](https://www.hcd.ca.gov/grants-funding/active-funding/esg.shtml#funding)

FISCAL DETAILS:

SOURCE OF FUNDING: Emergency CARES Act Funding
CURRENT F/Y COST: \$456,868

BUDGETED IN CURRENT F/Y: No
IF NO, PLEASE DESCRIBE: CARES ACT
**FUNDING WAS NOT ANTICIPATED PRIOR
TO BUDGET CREATION. THIS CONTRACT
IS RELATED TO THE COVID-19 PANDEMIC.**

ANNUAL RECURRING COST: N/A

REVENUE AGREEMENT: No

BUDGET CLARIFICATION: Services for this contract are directly related to the COVID-19 pandemic. Due to the emergency status of the pandemic, funds for these services were not anticipated prior to budget creation. Services will be paid for using CARES Act Funding.

AGREEMENT/RESOLUTION/ORDINANCE APPROVED BY COUNTY COUNSEL: Yes

CEO LIAISON: Darcie Antle, Deputy CEO

CEO REVIEW: Yes

CEO COMMENTS:

FOR COB USE ONLY

Executed By: Atlas Pearson, Deputy Clerk I

Date: May 5, 2021

FINAL STATUS: APPROVED

EXECUTED ITEM TYPE: AGREEMENT **NUMBER:**

21-083

Note to Department

Number of Original Agreements Returned to Dept: 0

Original Agreement Delivered to Auditor? No



**COUNTY OF MENDOCINO
STANDARD SERVICES AGREEMENT**

This Agreement is by and between the COUNTY OF MENDOCINO, hereinafter referred to as the "COUNTY", and **Project Sanctuary**, hereinafter referred to as the "CONTRACTOR".

WITNESSETH

WHEREAS, pursuant to Government Code Section 31000, COUNTY may retain independent contractors to perform special services to or for COUNTY or any department thereof; and,

WHEREAS, COUNTY desires to obtain CONTRACTOR to provide non-congregate emergency shelter in Ukiah and Fort Bragg to ensure the health, safety, and wellbeing of persons fleeing domestic violence during the COVID-19 pandemic; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to COUNTY.

NOW, THEREFORE it is agreed that COUNTY does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Definition of Services
Exhibit B	Payment Terms
Exhibit C	Insurance Requirements
Exhibit D	Assurance of Compliance with Nondiscrimination in State and Federally Assisted Programs
Exhibit E	Federal Provisions
Attachment E1	Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transactions
Attachment E2	Certification Regarding Lobbying
Attachment A	Invoice
Attachment B	Reports
Attachment C	Strategic Plan to Address Homelessness in Mendocino County

The term of this Agreement shall be from January 1, 2021 (the "Effective Date"), and shall continue through June 30, 2022.

The compensation payable to CONTRACTOR hereunder shall not exceed Four Hundred Fifty-Six Thousand Eight Hundred Sixty-Eight Dollars (\$456,868) for the term of this Agreement.

IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:

By: Bekki J. Emery
DEPARTMENT HEAD

Date: April 5, 2021

Budgeted: ☐ Yes ☒ No

Budget Unit: 0446

Line Item: 86-3112

Org/Object Code: VRES39

Grant: ☒ Yes ☐ No

Grant No.: 20-ESGCV1-00039

COUNTY OF MENDOCINO

By: Dan Gjerde
DAN GJERDE, Chair
BOARD OF SUPERVISORS

Date: MAY 05 2021

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy

MAY 05 2021

I hereby certify that according to the provisions of Government Code section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: Amap
Deputy

MAY 05 2021

INSURANCE REVIEW:

By: Carmel J. Angelo
Risk Management

Date: 03/17/2021

CONTRACTOR/COMPANY NAME

By: Dina Polkinghorne
Dina Polkinghorne (Apr 5, 2021 12:49 PDT)
Dina Polkinghorne, Executive Director

Date: Apr 5, 2021

NAME AND ADDRESS OF CONTRACTOR:

Project Sanctuary
564 S. Dora St., Suite A-1
Ukiah, CA 95482
707-462-9196
dina@projectsanctuary.org

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

CHRISTIAN M. CURTIS,
County Counsel

By: Charlotte Scott
Deputy

Date: 03/17/2021

EXECUTIVE OFFICE/FISCAL REVIEW:

By: Danial Amile
Deputy CEO

Date: 03/17/2021

Signatory Authority: \$0-25,000 Department: \$25,001- 50,000 Purchasing Agent: \$50,001+ Board of Supervisors

Exception to Bid Process Required/Completed ☐ RFP# SS-20-007-RFP

Mendocino County Business License: Valid ☐

Exempt Pursuant to MCC Section: Within city limits in Mendocino County

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the COUNTY in any capacity whatsoever, and COUNTY shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold COUNTY harmless from any and all liability which COUNTY may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of COUNTY.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and COUNTY laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of COUNTY is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the COUNTY agency concerned.

Notwithstanding the foregoing, if the COUNTY determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, COUNTY may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** To the furthest extent permitted by law (including without limitation California Civil Code sections 2782 and 2782.8, if applicable), CONTRACTOR shall assume the defense of, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, demands, damages, costs, liabilities, and losses whatsoever alleged to be occurring or resulting in connection with the CONTRACTOR'S performance or its obligations under this AGREEMENT, unless arising out of the sole negligence or willful misconduct of COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the COUNTY maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from COUNTY any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

CONTRACTOR affirms that s/he is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for the Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and CONTRACTOR further assures that s/he will comply with such provisions before commencing the performance of work under this Agreement. CONTRACTOR shall furnish to COUNTY certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and CONTRACTOR shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of subcontractors' employees.

5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold COUNTY harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. ACCIDENTS: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR shall immediately notify Mendocino County Risk Manager's Office by telephone. CONTRACTOR shall promptly submit to COUNTY a written report, in such form as may be required by COUNTY of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of COUNTY's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the COUNTY the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.

If COUNTY over pays CONTRACTOR for any reason, CONTRACTOR agrees to return the amount of such overpayment to COUNTY, or at COUNTY's option, permit COUNTY to offset the amount of such overpayment against future payments owed to CONTRACTOR under this Agreement or any other agreement.

In the event CONTRACTOR claims or receives payment from COUNTY for a service, reimbursement for which is later disallowed by COUNTY, State of California or the United States Government, the CONTRACTOR shall promptly refund the disallowance amount to COUNTY upon request, or at its option COUNTY may offset the amount disallowed from any payment due or that becomes due to CONTRACTOR under this Agreement or any other agreement.

All invoices, receipts, or other requests for payment under this contract must be submitted by CONTRACTOR to COUNTY in a timely manner and consistent with the terms specified in Exhibit B. In no event shall COUNTY be obligated to pay any request for payment for which a written request for payment and all required documentation was first received more than six (6) months after this Agreement has terminated, or beyond such other time limit as may be set forth in Exhibit B.

7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.

8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby assigns the COUNTY and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the COUNTY, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by COUNTY to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the COUNTY and any assignee of the COUNTY an express royalty – free license to retain and use said Documents and Materials. The COUNTY's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

The COUNTY's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal Delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To COUNTY: COUNTY OF MENDOCINO
HHSA Office of the Director/HOMe Team
PO Box 839
Ukiah, CA 95482
Attn: Veronica Wilson

To CONTRACTOR: Project Sanctuary
564 S. Dora St., Suite A-1
Ukiah, CA 95482
Attn: Dina Polkinghorne

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF COUNTY PROPERTY: CONTRACTOR shall not use COUNTY property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all Federal, State, and local laws, rules and regulations pertaining to nondiscrimination in employment.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, pregnancy, disability, sex, sexual orientation, gender identity, ancestry, national origin, age, religion, Veteran's status, political affiliation, or any other factor prohibited by law.

- b. CONTRACTOR shall, if requested to so do by the COUNTY, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the COUNTY, CONTRACTOR shall provide the COUNTY with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under State or Federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the COUNTY's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any COUNTY facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a COUNTY facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the COUNTY department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses. To the extent required by law, CONTRACTOR shall display licenses in a location that is reasonably conspicuous. Upon COUNTY's request, CONTRACTOR shall file copies of same with the County Executive Office.
- CONTRACTOR represents and warrants to COUNTY that CONTRACTOR and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the COUNTY, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and

disbursements charged to the COUNTY, and shall furnish to the COUNTY, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the COUNTY may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with COUNTY requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement. If such books and records are not kept and maintained by CONTRACTOR within the County of Mendocino, California, CONTRACTOR shall, upon request of the COUNTY, make such books and records available to the COUNTY for inspection at a location within COUNTY or CONTRACTOR shall pay to the COUNTY the reasonable, and necessary costs incurred by the COUNTY in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs. CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The COUNTY further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the COUNTY, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the COUNTY makes the final or last payment or within four (4) years after any pending issues between the COUNTY and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to COUNTY for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by COUNTY), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the COUNTY's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The COUNTY has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR notice. Such notice shall be in writing and may be issued by any COUNTY officer authorized to execute or amend the contract, the County Chief Executive Officer, or any other person designated by the County Board of Supervisors. In the event that the COUNTY should abandon, terminate or suspend the CONTRACTOR's work, the

CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to CONTRACTOR for its services as outlined in Exhibit A shall not exceed \$456,868 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment or lack of funding.

20. NON APPROPRIATION: If COUNTY should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, COUNTY may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, COUNTY shall remit payment for all products and services delivered to COUNTY and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. CHOICE OF LAW: This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. VENUE: All lawsuits relating to this contract must be filed in Mendocino County Superior Court, Mendocino County, California.
23. WAIVER: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
24. ADVERTISING OR PUBLICITY: CONTRACTOR shall not use the name of COUNTY, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of COUNTY in each instance.
25. ENTIRE AGREEMENT: This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between COUNTY and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document

signed by both parties. In the event of a conflict between the body of this Agreement and any of the Exhibits, the provisions in the body of this Agreement shall control.

26. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.
27. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
28. ASSURANCE OF PERFORMANCE: If at any time the COUNTY has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, COUNTY may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to COUNTY, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of COUNTY's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
29. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the COUNTY's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. Only the department head or his or her designee shall have the authority to approve subcontractor(s).
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
30. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

31. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.
32. INTELLECTUAL PROPERTY WARRANTY: CONTRACTOR warrants and represents that it has secured all rights and licenses necessary for any and all materials, services, processes, software, or hardware ("CONTRACTOR PRODUCTS") to be provided by CONTRACTOR in the performance of this AGREEMENT, including but not limited to any copyright, trademark, patent, trade secret, or right of publicity rights. CONTRACTOR hereby grants to COUNTY, or represents that it has secured from third parties, an irrevocable license (or sublicense) to reproduce, distribute, perform, display, prepare derivative works, make, use, sell, import, use in commerce, or otherwise utilize CONTRACTOR PRODUCTS to the extent reasonably necessary to use the CONTRACTOR PRODUCTS in the manner contemplated by this agreement.

CONTRACTOR further warrants and represents that it knows of no allegations, claims, or threatened claims that the CONTRACTOR PRODUCTS provided to COUNTY under this Agreement infringe any patent, copyright, trademark or other proprietary right. In the event that any third party asserts a claim of infringement against the COUNTY relating to a CONTRACTOR PRODUCT, CONTRACTOR shall indemnify and defend the COUNTY pursuant to Paragraph 2 of this AGREEMENT.

In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for COUNTY the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.

33. ELECTRONIC COPIES: The parties agree that an electronic copy, including facsimile copy, email, or scanned copy of the executed Agreement, shall be deemed, and shall have the same legal force and effect as, an original document.
34. COOPERATION WITH COUNTY: CONTRACTOR shall cooperate with COUNTY and COUNTY staff in the performance of all work hereunder.
35. PERFORMANCE STANDARD: CONTRACTOR 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 CONTRACTOR's profession. COUNTY has relied upon the professional ability and training of CONTRACTOR as a material inducement to enter into this Agreement. CONTRACTOR 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 CONTRACTOR 's work by COUNTY shall not operate as a waiver or release. If COUNTY determines that any of CONTRACTOR 's work is not in accordance with such level of competency and standard of care, COUNTY, in its sole discretion, shall have the right to do any or all of the following: (a) require CONTRACTOR to meet with COUNTY to review the quality of the work and resolve matters of concern; (b) require CONTRACTOR to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of paragraph 19 (Termination) or (d) pursue any and all other remedies at law or in equity.

36. ATTORNEYS' FEES: In any action to enforce or interpret the terms of this agreement, including but not limited to any action for declaratory relief, each party shall be solely responsible for and bear its own attorneys' fees, regardless of which party prevails.

[END OF GENERAL TERMS AND CONDITIONS]

EXHIBIT A

DEFINITION OF SERVICES

- I. On June 1, 2020, the Department of Housing and Community Development (HCD) released a Notice of Funding Availability for the Emergency Solutions Grant (ESG-CV), funded through the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress on March 27, 2020. The ESG-CV provides funding to prevent, prepare for, and respond to coronavirus among individuals and families who are experiencing homelessness or receiving homeless assistance, and to support additional homeless assistance and homeless prevention activities to mitigate the impacts created by coronavirus.
- II. CONTRACTOR shall:
 - A. Provide access to Non-Congregate Shelter for individuals and families fleeing domestic violence in Mendocino County:
 1. Provide non-congregate shelter services by issuing vouchers at local motels for the period of January 1, 2021 through January 31, 2022 or until funding is no longer available to support these services.
 - a. Provide motel vouchers to house homeless individuals and families with children in motels or hotels in Mendocino County.
 - b. Link individuals and families to additional services, care, and case-management when it can be conducted safely.
 2. Maintain program eligibility as follows:
 - a. Adults and families with minor children who are fleeing domestic violence as defined by the U.S. Department of Housing and Urban Development (HUD) McKinney-Vento Homeless Assistance Act as amended by the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (HEARTH Act), found in [24 CFR Parts 91, 582, and 583](#), as well as California State regulations pertaining to the Emergency Solutions Grant, [CCR Title 25, Division 1, Chapter 7](#).
 3. Prioritize services using the most current Mendocino County Homeless Services Continuum of Care (MCHSCoC) Coordinated Entry System (CES) prioritization criteria. Due to federal and state personally identifying information (PPI) restrictions found in [2 CFR 200.336](#) and [24 CFR 576.500\(x\),\(z\)](#), CONTRACTOR shall not utilize the MCHSCoC CES and will alternatively accept referrals from:
 - a. Persons fleeing domestic violence through inquiries made in person, over the phone, or through the Crisis Helpline;
 - b. Law enforcement;
 - c. Community service providers, including medical clinics and hospitals; and
 - d. Other sources as appropriate.

B. Engage with sheltered individuals and families by:

1. Providing case management support, tracking, and reporting of individual's progress towards stabilization and permanent housing for the period of January 1, 2021 through June 30, 2022. A navigator/case manager will provide services to program participants, as well as connect them to services to address: mental health, substance abuse, family welfare, educational, employment related, or life skills issues.
2. Developing a case plan to include goals of safe and stable permanent housing and plans to achieve this goal.
3. Referring participants to community programs and housing resources when they are no longer fleeing domestic violence.

C. Collect data from participants.

1. Federal Law 24 CFR Part 578.57(b) prohibits victim service providers from utilizing a Continuum of Care's (CoC) Homeless Management Information System (HMIS) and requires victim service providers to utilize a separate yet comparable data system. To comply with 24 CFR Part 578.57(b), CONTRACTOR will work with its current data system vendor to upgrade and expand their current Apricot 360 system to meet HMIS data standards.
2. Collect, input, and use required HMIS data and processes for determining priority and providing appropriate services to individuals, as approved by the MCHSCoC.
 - a. Complete intake forms including HMIS required components and enter into the MCHSCoC HMIS Lead approved Comparable HMIS Database within the first twenty-four (24) hours of contact with individual, and enter (for each individual) information into the Comparable Database within seventy-two (72) hours of initial contact.

D. Coordinate with Other Agencies.

1. Maintain active membership, and participate in the MCHSCoC meetings and all recommended trainings.

E. Adhere to the following Racial Equity statement:

1. As a condition of receiving ESG-CV funds, HCD directs that Continuums of Care should prioritize the advancement of racial equity and inclusion at all levels of the homeless response system. CONTRACTOR will provide for and improve access to services, services provision, and outcomes among disproportionately underrepresented populations. CONTRACTOR cannot simply rely on delivering a standardized set of services to address equity and inclusion. CONTRACTOR is responsible for examining their data, ensuring all eligible persons are receiving equitable supportive services with dignity, respect, and compassion regardless of their circumstances, abilities, or identity. CONTRACTOR must respond to

disproportionality in access to services, service provision, and client outcomes, and should ensure the voices of disproportionately impacted communities and those with lived experience of homelessness are centered in a meaningful, sustained way in creating effective approaches to reducing and ending homelessness.

F. Use Strategic Plan to Address Homelessness in Mendocino County to guide creation goals to develop project change (Attachment C)

G. Be responsible for other terms and conditions by:

1. Developing and maintaining policies and procedures that address:
 - a. Eligibility criteria for occupancy, discharge, and their uniform application.
 - b. The rights and dignity of individuals to the fair and unbiased application of house rules, second chances, and grievances.
 - c. The requirement of persons served under this Agreement shall observe the house rules of the non-congregate shelter project and may be required to leave the project if they do not observe the rules.
 - d. The right to refuse non-congregate shelter services to any person(s) exhibiting bizarre or abusive behavior or with a history of same behavior.
2. Maintaining an incident log that accurately documents all incidents regardless of type including those involving building and grounds, animals, neighbors, staff, and individuals. This log shall be made available to COUNTY for review at any time.
3. Establishing and maintaining a ban list of people who engage in violence or verbally abusive language prior to or during the operation of the project.
4. Allowing logs and ban lists to be made available for review by local law enforcement when responding to an incident at the non-congregate shelter site.
5. Recruiting and maintaining staff that are appropriately trained for services and other outreach or engagement activities.
6. Maintaining confidentiality of client files.

H. Submit monthly reports:

1. Submit the following reports (Attachment B) with each invoice (Attachment A):
 - a. Report 1: Motel Vouchers Provided and Number Denied Shelter
 - i. Record the number of non-congregate shelter motel vouchers issued by age category.
 - ii. Record the number of persons denied shelter by age category.

- b. Report 2: Clients Served Report from Comparable Database OR Client Bed Night Count:
 - i. Client List generated from Comparable Database using unique Client ID numbers (must include referral source, project entry and exit dates, and veteran status) OR attached report showing itemized number of persons receiving or denied services (in lieu of HMIS Comparable Database generated Client List).
 - ii. The number of persons denied shelter access.
 - c. Report 3: Description of Program Improvement Efforts:
 - i. Document efforts undertaken to increase the equity of services provided and to increase capacity to provide services.
- I. Comply with the following regulations or guidelines:
- 1. Federal regulations [24 CFR Parts 91, 582, and 583](#) and California State regulations [CCR Title 25, Division 1, Chapter 7](#).
 - 2. Department of Housing & Community Development, 2020 Emergency Solutions Grant (ESG-CV) Coronavirus Notice of Funding Availability (NOFA), as found at the following link: https://www.hcd.ca.gov/grants-funding/active-funding/esg/docs/2_ESG-CV_NOFA_Signed.pdf.

III. COUNTY shall:

- A. Provide HMIS Lead staff as trainer and support for development of MCHSCoC HMIS Lead approved Comparable HMIS Database and collection of data required for reporting purposes.
- B. Provide Technical Assistance for project development and implementation.
- C. Monitor CONTRACTOR client outcomes in terms of measuring racial equity and client outcomes (income, permanent housing).
- D. Provide payment according to the criteria of the invoice/reports and the attached Budget (Exhibit B).
- E. Appoint a representative of Health and Human Services Agency to act as a liaison with the CONTRACTOR for housing and homelessness related services.

[END OF DEFINITION OF SERVICES]

EXHIBIT B

PAYMENT TERMS

I. COUNTY will pay CONTRACTOR as per the following instructions:

A	PERSONNEL SALARIES AND BENEFITS: 1. Director of Client Services/Program Director (0.025 FTE): \$3,808 2. Coast Services Director (0.025 FTE): \$3,136 3. Shelter Services Director (0.05 FTE): \$5,572 4. Program Assistant/HMIS Data Entry – Inland (0.075 FTE): \$6,616 5. Program Assistant/HMIS Data Entry – Coast (0.075 FTE): \$6,300 6. Housing Navigator/Case Manager – Inland (0.0875 FTE): \$9,603 7. Housing Navigator/Case Manager – Coast (0.1375 FTE): \$11,248	\$46,283
B	OPERATING EXPENSES: Non-Congregate Shelter (January 1, 2021 – January 31, 2022): \$304,850 1. Motel Room Vouchers – Local Motels (Inland) 2. Year 1: \$145 Voucher per Room x 2 rooms/day x 365 days = \$105,850 3. Year 2: \$145 Voucher per Room x 1 room/day x 31 days = \$4,495 4. Motel Room Vouchers – Local Motels (Coast) a. Year 1: \$165 Voucher per Room x 3 rooms/day x 365 days = \$180,675 b. Year 2: \$165 Voucher per Room x 2 rooms/day x 31 days/year of 2nd year = \$10,230 5. Minor Equipment & Furniture (Replace & Repair Possible Damages to Items in Motel Rooms. In the event of damages to any Motel Rooms, item replacement value will be estimated): \$1,600 6. Purchase 10 Microwaves and Mini Refrigerators to Loan to Clients for Meal Prep/Warming For Clients in Motel Rooms that Don't Provide Them: \$2,000 a. 10 Microwaves at \$75 Each = \$750 b. Mini Fridge Units at \$125 Each = \$1,250 Housing Navigation/Case Management (January 1, 2021 – June 30, 2022) 1. Project Sanctuary Overhead Expenses Include Office Rent and Utilities - (Inland Only) a. Annual Cost of \$41,446 @ 1.98% = \$820 for 12 months = \$68 per month x 19 months = \$1,292	\$306,142
C	TRAVEL EXPENSES: Average 10 Miles/day x 2 days/week x 82 Weeks @ \$.575 mile = \$943	\$943
D	OTHER COSTS: Homeless Management Information System (HMIS) Comparable Database 1. Computer Software Program (Apricot 360 Data Base System Update for compatibility with HMIS Apricot System): \$28,975 a. Cost of Upgrade = \$16,000 b. Cost for Initial Premium Implementation = \$10,000 c. Computer & Computer Supplies (Upgrade Computer Systems, Printers and Software; \$1,250 for Inland Office, \$1,250 for Coastal Office) = \$2,500	\$92,758

	<p>d. Computer Internet Support (Computer Internet Hosting and Support @ \$25/mo x 19 months) = \$475</p> <p>Food Assistance</p> <p>1. Local Vendor Gift Cards at Grocery Stores for Clients to purchase essential food Items: \$47,950</p> <p>a. \$25 Voucher per Client/day x 365 days x 2 Clients (Inland) = \$18,250</p> <p>b. \$25 Voucher per Client/day x 31 days of 2nd year x 1 Client (Inland) = \$775</p> <p>c. \$25 Voucher per Client/day x 365 days x 3 Clients (Coast) = \$27,375</p> <p>d. \$25 Voucher per Client/day x 31 days of second year x 2 Clients (Coast) = \$1,550</p> <p>Client Specific Assistance</p> <p>1. Purchase VISA Gift Cards or make direct payments for Client needs that may include, but are not limited to: Clothing, Communication Assistance, Assistance with Bad Debt Payments in relation to Utility: \$15,833</p>	
E	<p>INDIRECT COSTS: (10% allowable per HCD ESG-CV1 NOFA)</p> <p>1. Executive Director (0.025 FTE): \$4,046</p> <p>2. Director of Fiscal Services (0.025 FTE): \$3,449</p> <p>3. Single Audit Expenses (3.23% of Annual Cost)</p> <p>Annual Cost of \$15,500/12 months = \$ 1,291.67/month</p> <p>\$1,291.67 X 3.23% = \$41.72/month</p> <p>\$41.72/month X 19 months = \$792</p> <p>4. Consultant - Accounting & Payroll Service (3.23% of Annual Cost)</p> <p>Annual Cost of \$34,000/12 months = \$2,833.33/month</p> <p>\$2,833.33 X 3.23% = \$91.52/month</p> <p>\$91.52/month X 19 Months = \$1,739</p> <p>5. Liability Insurance for Agency (3.23% of Annual Cost)</p> <p>Annual Cost of \$14,010/12 months = \$1,167.5/month</p> <p>\$1,167.5/month X 3.32% = \$37.71/month</p> <p>\$37.71/month X 19 months = \$716</p>	\$10,742
CONTRACT TOTAL		\$456,868

II. Submission of claims and reports will comply as follows:

- A. CONTRACTOR will submit monthly invoices (Attachment A) and reports (Attachment B) to the HHSA HOME Team:
- Program Administrator or Designee
HHSA HOME Team
737 S. State Street
Ukiah, CA 95482
- B. Original receipts and invoices for actual costs will need to be provided for reimbursement.

- C. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoice.
 - D. COUNTY will not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.
 - E. Line item budget shifts up to ten percent (10%) do not require COUNTY approval. Line item budget shifts greater than ten percent (10%) require a pre-approval email from the Program Administrator or designee.
- III. Services and payments under this Agreement shall not exceed Four Hundred Fifty-Six Thousand Eight Hundred Sixty-Eight Dollars (\$456,868).

[END OF PAYMENT TERMS]

EXHIBIT C

INSURANCE REQUIREMENTS

Insurance coverage in a minimum amount set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law. Insurance requirements shall be in addition to, and not in lieu of, CONTRACTOR's indemnity obligations under Paragraph 2 of this Agreement.

CONTRACTOR shall obtain and maintain insurance coverage as follows:

- a. Combined single limit bodily injury liability and property damage liability - \$1,000,000 each occurrence.
- b. Vehicle / Bodily Injury combined single limit vehicle bodily injury and property damage liability - \$500,000 each occurrence.

CONTRACTOR shall furnish to COUNTY certificates of insurance evidencing the minimum levels described above.

[END OF INSURANCE REQUIREMENTS]

EXHIBIT D
CONTRACTOR ASSURANCE OF COMPLIANCE WITH
THE MENDOCINO COUNTY
HEALTH & HUMAN SERVICES AGENCY
NONDISCRIMINATION IN STATE
AND FEDERALLY ASSISTED PROGRAMS

NAME OF CONTRACTOR: **Project Sanctuary**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973 as amended; the Age Discrimination Act of 1975 as amended; the Food Stamp Act of 1977, as amended and in particular section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code section 11135-11139.5, as amended; California Government Code section 12940 (c), (h) (1), (i), and (j); California Government Code section 4450; Title 22, California Code of Regulations section 98000 – 98413; Title 24 of the California Code of Regulations, Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (California Government Code Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and state laws, as well as their implementing regulations [including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42], by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, sexual orientation, color, disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE CONTRACTOR HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21, will be prohibited.

BY ACCEPTING THIS ASSURANCE, CONTRACTOR agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code section 10605, or Government Code section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on CONTRACTOR directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Apr 5, 2021

Date

564 S. Dora St., Suite A-1, Ukiah, CA 95482
Address of CONTRACTOR

Dina Polkinghorne
Dina Polkinghorne (Apr 5, 2021 12:49 PDT)

CONTRACTOR Signature

EXHIBIT E

FEDERAL PROVISIONS

I. DEFINITIONS

- A. Government** means the United States of America and any executive department or agency thereof.
- B. FEMA** means the Federal Emergency Management Agency.
- C. Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

II. FEDERAL CHANGES

- A.** Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, including but not limited to those requirements of 2 CFR 200.317 through 200.326 and more fully set forth in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, which is included herein by reference. Contractor's failure to so comply shall constitute a material breach of this contract.
- B.** The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

III. ACCESS TO RECORDS

- A.** The Contractor agrees to provide the County, FEMA, the Comptroller General of the United States or any their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- B.** The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C.** The Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of: (a) the date of termination or expiration of this Agreement or (b) the date County makes final payment under this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case, Contractor agrees to maintain same until the County, FEMA, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.
- D.** The requirements set for in paragraphs A, B, and C above are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Section 16 of the Agreement.

IV. DEBARMENT AND SUSPENSION

- A.** This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B.** Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension" or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third party subcontractors shall enter into any third party subcontracts for any of the work under this Agreement with a third party subcontractor who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities. Gov. Code § 4477.
- C.** The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment E1, Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions, attached hereto and incorporated herein. For purposes of this Agreement and Attachment E1, Contractor is the "prospective lower tier participant."
- D.** The Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the paragraphs shall not be modified, except to identify the subcontractor who will be subject to its provisions.
- E.** This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of California, the County, and the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- F.** The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

V. NO FEDERAL GOVERNMENT OBLIGATIONS TO CONTRACTOR

- A.** The County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to this contract and shall not be subject to any obligations or liabilities to the County, Contractor, or any other

party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

- B. The Contractor agrees to include the above clause in each third party subcontract which may be financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

VI. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE (applicable to all construction contracts awarded meeting the definition of “federally assisted construction contract” under 41 CFR 61-1.3)

Contractor agrees to comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Part 60). 41 CFR 60.14 is hereby incorporated by reference.

- A. Contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave.
- B. Contractors, and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- C. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, § 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- D. Contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

VII. ANTI-KICKBACK ACT COMPLIANCE (applicable to all contracts and subgrants for construction or repair; 44 CFR §13.36(i)(4))

Contractor agrees to comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

VIII. DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation;)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of County’s expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of

Labor regulations (29 CFR Part 5) as set forth below. These requirements are in addition to the requirements set forth in Section 19(b) of the Agreement.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Mendocino." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

- IX. CONTRACT WORK HOURS AND SAFETY STANDARDS** (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)
- A. **Compliance:** Contractor agrees that it shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.
 - B. **Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - C. **Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of Paragraph B, the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In additions, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B in the sum of \$10 for each calendar day on which such employee was required or permitted to be employed on such work in excess of eight hours or in excess of his standard workweek of forty hours without payment of the overtime wages required by paragraph B.
 - D. **Withholding for unpaid wages and liquidated damages:** The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and

Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph C of this section.

- E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.

X. NOTICE OF REPORTING REQUIREMENTS

- A.** Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice's Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.
- B.** The Contractor agrees to include the above clause in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XI. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS

- A.** Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes:
 - 1) The copyright in any work developed with the assistance of funds provided under this Agreement;
 - 2) Any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under this Agreement.
- B.** The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XII. PATENT RIGHTS (applicable to contracts for experimental, research, or development projects financed by FEMA; 44 CFR §13.36(i)(8))

- A. General.** If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Agreement, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.
- B.** Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to

take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.

- C. The Contractor agrees to include paragraphs A and B above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

XIII. ENERGY CONSERVATION REQUIREMENTS

- A. The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
- B. The Contractor agrees to include paragraph A above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XIV. CLEAN AIR AND WATER REQUIREMENTS (applicable to all contracts and subcontracts in excess \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year)

- A. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
- B. Contractor agrees to report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to FEMA and the appropriate EPA regional office.
- C. The Contractor agrees to include paragraph A and B above in each third party subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

XV. TERMINATION

See Paragraph 19 of the Agreement.

XVI. CHANGES.

See Paragraph 27 of the Agreement.

XVII. LOBBYING (Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended).)

- A. Contractor shall not use or pay any funds received under this Agreement to influence or attempt to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with the awarding of any Federal contract, the making of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- B.** Contractor agrees to the provisions of Attachment E2, Certification Regarding Lobbying, attached hereto and incorporated herein (applicable for contracts or subcontracts in excess of \$100,000).
- C.** Contractor agrees to include paragraphs A and B above in each third party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

XVIII. MBE / WBE REQUIREMENTS

The County intends to seek reimbursement of its costs incurred in connection with this project from FEMA. Accordingly, the CONTRACTOR shall make every effort to procure Minority and Women's Business Enterprises ("DBEs") through the "Good Faith Effort" process as required in 2 CFR 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

PRIME CONTRACTOR RESPONSIBILITIES

All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

"GOOD FAITH" EFFORT PROCESS

Any public or private entity receiving federal funds must demonstrate that efforts were made to attract MBE/WBEs. The process to attract MBE/WBEs is referred to as the "Good Faith" effort. This effort requires the recipient, prime contractor and any subcontractors to take the steps listed below to assure that MBE/WBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a CONTRACTOR fails to take the steps outlined below shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract.

- A.** Place qualified small and minority businesses and women's business enterprises on solicitation lists;
- B.** Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- C.** Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- D. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
- E. Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce.
- F. If subcontracts are to be let, Contractor shall take the affirmative steps listed in 2 CFR 200.321.

XIX. PROCUREMENT OF RECOVERED MATERIALS (2 CFR 200.322)

Contractor shall comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XX. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS

The preceding provisions include, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any County requests that would cause County to be in violation of the FEMA terms and conditions.

XXI. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

XXII. DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

Attachment E1

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 CFR Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 CFR Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without

modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dina Polkinghorne
Dina Polkinghorne (Apr 5, 2021 12:49 PDT)

Contractor Signature

Apr 5, 2021

Date

Attachment E2

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Dina Polkinghorne

Dina Polkinghorne (Apr 5, 2021 12:49 PDT)

Contractor Signature

Apr 5, 2021

Date

Attachment A
INVOICE
PROJECT SANCTUARY-
VENDOR# 2020-2021 CONTRACT NUMBER:

Vendor	Send to
Project Sanctuary 564 S. Dora St., Ste A-1, Ukiah, CA 95482	Program Administrator or Designee Mendocino County HHSA, HOME Team P.O. Box 839, Ukiah, CA 95482 707-468-7071 wilsonv@mendocinocounty.org
Monthly Invoice for	Total Amount of Invoice \$0.00
January 2021	
Activity	Amount
PERSONNEL SALARIES AND BENEFITS: Contract Rate: \$46,283 Payable: As Expended	
OPERATING EXPENSES: Contract Rate: \$304,142 Payable: As Expended	
TRAVEL EXPENSES: Contract Rate: \$943 Payable: As Expended	
OTHER COSTS: Contract Rate: \$95,258 Payable: As Expended	
INDIRECT COSTS: Contract Rate: \$10,742 Payable: Maximum 10% of invoice	
INVOICE TOTAL	

I Hereby Certify The Services Described Above Have Been Performed and No Prior Claim Has Been Presented for Said Services.	I Hereby Certify The Services Described Above Were Necessary for Use by the Department
Executive Director Mendocino Coast Hospitality Center _____ Date: _____	Veronica Wilson, Program Administrator HHSA Housing Options for Mendocino (HOME) Team _____ Date: _____

Attachment B			
REPORT 1			
Project Sanctuary			
January 2021			
Report 1	Fill in All Areas in Yellow		
Motel Vouchers Provided	Total Number of Persons	Total Number of Nights	Total Voucher Dollars
Adults 59 or Less	0	0	0
Adults 60 and Over	0		
Children Under 18	0		
Adults 59 or Less with Children Under 18	0		
Adults 60 and Older with Children Under 18	0		
Number Denied Shelter	Total Number of Persons		Total Number of People
Adults 59 or Less	0		0
Adults 60 and Over	0		
Children Under 18	0		
Adults 59 or Less with Children Under 18	0		
Adults 60 and Older with Children Under 18			

REPORT 2: CLIENT BED NIGHT COUNT								
Project Sanctuary - January 2021								
	Client ID#	Referral Source	Entry Date	Exit Date	# Nights	Veteran Yes/No	For County Use Only	
							Program Eligibility	Bed Nights Approved
1					0			
2					0			
3					0			
4					0			
5					0			
6					0			
7					0			
8					0			
9					0			
10					0			
11					0			
12					0			
13					0			
14					0			
15					0			
16					0			
17					0			
18					0			
19					0			
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23					0			
24					0			
25					0			
26					0			
27					0			
28					0			
29					0			
30					0			
31					0			
32					0			
33					0			
34					0			
35					0			
36					0			
37					0			
38					0			
39					0			
40					0			
41					0			
42					0			
43					0			
44					0			
45					0			
	Total CES Referrals:		Total Nights		0		Approved	
	Total Other Referrals:						➔	

Project Sanctuary
JANUARY 2021 REPORT #3 - CAPACITY BUILDING EFFORTS DESCRIBED
DESCRIPTION OF CAPACITY BUILDING EFFORTS

ATTACHMENT C

**STRATEGIC PLAN TO ADDRESS HOMELESSNESS
IN MENDOCINO COUNTY**

**Adopted by the Mendocino County Homeless Services Continuum of Care on
April 27, 2020**

ACKNOWLEDGEMENTS

Mendocino County Homeless Services of Continuum of Care—Strategic Planning Committee

Shannon Riley	City of Ukiah
Lisa Judd	Community Development Commission of Mendocino Co.
Angelica Millan	Legal Services of Northern California
Wynd Novotny	Manzanita Services
Carla Harris/Lynelle Johnson	Mendocino Coast Hospitality Center
Veronica Wilson/Megan Van Sant/Heather Criss	Mendocino County Health and Human Services (non-voting)
Blythe Post/Brady Nord	Mendocino County Office of Education
Que B. Anthnoy	Individual—formerly unsheltered
Judy Albert	Project Sanctuary
Sage Wolf	Redwood Community Services
Dan McIntire/Ryan LaRue	Rural Communities Housing Development Corporation

Mendocino County Board of Supervisors Ad Hoc Committee on Homelessness

Dan Gjerde
John McCowen

Technical Assistance Collaborative

Lisa Sloan
Jenna Espinosa

Mendocino County Homeless Services Continuum of Care Governing Board

Dan McIntire, RCHDC (Co-Chair)	Organization representing a housing developer
Jacque Williams, Ford Street Project (Co-Chair)	Organization addressing needs of persons w/chronic substance abuse
Veronica Wilson, HHSA (CoC Secretary, non-voting)	Collaborative Applicant/Administrative Entity
Lisa Judd, Community Development Commission	Public Housing Authority
Diana Clarke, Ukiah Senior Center	Organization addressing needs of seniors
Judy Albert, Project Sanctuary	Organization addressing needs of victims of domestic violence
Grace Peeler-Stankiewicz, MCAVHN	Organization addressing needs of persons with HIV/AIDS
Zenia Leyva Chou, Mendocino Community Health Clinics	Organization providing health care services to the homeless
Wynd Novotny, Manzanita Services	Organization addressing needs of persons with serious mental illness
Karen Lovato, HHSA	County of Mendocino
Amanda Archer, Mendocino County Youth Project	Organization addressing needs of unaccompanied minors
Carla Harris, Mendocino Coast Hospitality Center	Shelter Representative, Coast
Sean Kaeser, Ukiah Police Department	Organization representing law enforcement
Sandra Stolfi, Veterans Administration	Organization addressing needs of veterans
Que B. Anthnoy	Individual representing people currently or formerly unsheltered
Lindsey Spencer, Adventist Health	Organization addressing needs of chronically homeless
Sage Wolf, Redwood Community Services	Shelter representative, North/Inland
Blythe Post, Mendocino County Office of Education	Organization serving the needs of children

I. INTRODUCTION

The purpose of the Mendocino County Strategic Plan to Address Homelessness (“Plan”) is to share with the community a common agenda and plan of action to make homelessness RARE, BRIEF, and only ONE TIME. The Plan was developed by the Strategic Planning Committee of the Mendocino County Homeless Services Homeless Continuum of Care (MCHSCoC), a collaborative of over 31 public agencies and private non-profit organizations throughout the County that serve the unsheltered population. The Plan was reviewed by the MCHSCoC governing board and formally adopted on April 27, 2020. The following jurisdictions have also adopted this Plan: XXX, XXX, XXX.

This Plan also fulfills Federal and State requirements that local jurisdictions receiving funding from the U.S Department of Housing and Urban Development (HUD) have a community plan for addressing homelessness. Mendocino County’s CoC is the U.S Department of Housing and Urban Development (HUD) designated Homeless Continuum of Care for Mendocino County, with the County providing project monitoring and fiduciary oversight.¹

This Plan is also seeks seeking to address the fragmentation that currently exists in the system, which diminishes the effectiveness of homelessness-related funding, service delivery, and system performance. The Plan recognizes that transforming our County’s homeless service system will also require close collaboration with community members and key stakeholders, elected officials, agency staff, service and housing providers, and people with lived experience of homelessness. Thus, the Plan includes two additional goals related to strengthening collaboration both between the CoC and the broader community and within the CoC governing body itself.

¹ HUD requires that each Homeless Continuum of Care develop a plan that coordinates implementation of a housing and service system, conducts a Point-in-Time count of homeless persons, analyzes needs and provides strategies to address gaps in housing and services, provides information required to complete the Consolidated Plan(s), and plans for and evaluates performance of Emergency Solutions Grant (ESG) recipients. <https://www.hudexchange.info/coc/coc-program-law-regulations-and-notice/>

II. HOMELESSNESS IN MENDOCINO COUNTY

Mendocino County covers 3,506 square miles of mostly mountainous terrain, making it the 15th largest among California's 58 counties—almost equal in geographic size to the states of Delaware and Rhode Island combined. The population of Mendocino County is 89,009.² Ukiah, the County Seat of Government, is the largest city in the County, with a population of 16,296. Fort Bragg, the primary population center on the coast, has a population of 7,478. Approximately 15% of Mendocino County residents reside in one of the County's four federally-designated Frontier Communities, which are communities with a population density of 6 or fewer people/square mile. Mendocino County's population is 66% White, 24% Hispanic, 6% Native American, and 4% bi-racial or other ethnicities and includes 10 Native American Indian Rancherias. However, the ethnic profiles of Mendocino County's public schools—where, on average, 43% of students are Hispanic and 44% are White—illustrates the changing demographics of the County.

Mendocino County's scenic beauty contrasts sharply with a depressed economy and associated high levels of poverty. The median household income in Mendocino County is \$46,528, just 69% of the statewide median of \$67,169, and 16% of families live below the federal poverty level, compared to 11% of families Statewide (American Community Survey, February 2019 update). And, like the rest of California, Mendocino County has a shortage of rental units affordable and available to those most vulnerable to losing their housing—e.g., households with extremely low-incomes, which are those at or below the poverty guideline or 30% of their area median income. Many of these households are severely cost burdened, spending more than half of their income on housing. They are thus more likely than other renters to experience unstable housing situations like evictions. Not surprisingly, areas of high poverty and a high share of rentals are associated with higher rates of homelessness. Right now in California there are 22 units available and affordable for every 100 households with extremely low incomes (NY Times 1/14/2020).

While a number of factors heighten the risk of homelessness, **poverty, leading to the inability to pay for housing, is the single greatest risk factor for homelessness.**³ These factors include being African American, a member of an immigrant community, a new mother, Native American, LGBTI, having a history of incarceration, mental health or substance use problems, adverse childhood experiences, social isolation, experiencing interpersonal violence, low wage work, chronic health problems, a prior history of homelessness, and spending >50% household income on rent. The association between poverty and homelessness holds true in Mendocino County where, according to the Homelessness Needs Assessment and Action Steps for Mendocino County prepared in March 2018 by Dr. Robert Marbut ("Homeless Assessment"),

² California Department of Finance estimates for January 2019.

³ Margot Kushel, MD., Professor of Medicine, UCSF, Center for Vulnerable Populations. Presentation at Kaiser Permanente, October 18, 2018.

the majority of the County's homeless (61%) were living in Mendocino County, a high-poverty county, when they became homeless.

Nationally, the demographics of homelessness are changing as the baby boomer generation ages. Whereas in the early 1990s, 11% of single adults experiencing homelessness were aged 50 and over, by 2003, this rate had increased to 37%. Currently, approximately half of single adults who are homeless nationally are aged 50 and older.⁴ In Mendocino County, according to the Homeless Assessment, the median age for individuals experiencing homelessness is 46, which means that half of the homeless in Mendocino County are over 46 years of age—slightly younger median of 50 years of age. Nationally, approximately half of those who are homeless and aged 50 and older had their first ever experience of homelessness after the age of 50. In comparison, the median age an individual starts experiencing street-level homelessness in Mendocino County (or before moving to Mendocino County) is 41 years of age, again younger than the national median. The aging of the unsheltered population has critical policy implications because adults in their 50s and 60s who are homeless experience premature aging, having the health characteristics of people 20 years older.

Counting Mendocino County's Homeless Population

[This explanation of the following point-in-time count is from the website of the National Alliance to End Homelessness (<https://endhomelessness.org/resource/what-is-a-point-in-time-count/>).]

The U.S. Department of Housing and Urban Development (HUD) requires that communities receiving federal funds from the McKinney-Vento Homeless Assistance Grants program conduct a count of all people experiencing homelessness in the last week of January annually. Electronic administrative records are used to enumerate people living on the streets and in emergency shelters and transitional housing. In an unsheltered counting effort, outreach workers and volunteers are organized to canvas Homeless Continuum of Care to enumerate the people who appear to be living in places not meant for human habitation.

During these point-in-time counts, communities are required to identify whether a person is an individual, a member of a family unit, or an unaccompanied youth under the age of 18 or age 18 to 24. In addition, communities must identify if a person is chronically homeless, indicating long-time or repeated homelessness, and the presence of a disability.

Why do we Count?

Point-in-time counts are important because they establish the dimensions of the problem of homelessness and help policymakers and program administrators track progress toward the goal of ending homelessness. The first of these counts was conducted in January 2005. Although the counting methodology has changed several times since then, we nevertheless have data for Mendocino County's CoC for the last 15 years. Collecting data on homelessness

⁴ Margot Kushel, MD., Homelessness in older adults: Causes, consequences, & prevention, September 27, 2018. UCSF Center for Vulnerable Populations.

and tracking progress can inform public opinion, increase public awareness, and attract resources to address the problem.

HUD uses information from the local point-in-time counts, among other data sources, in the congressionally-mandated Annual Homeless Assessment Report to Congress (AHAR). This report is meant to inform Congress about the number of people experiencing homelessness in the U.S. and the effectiveness of HUD's programs and policies in decreasing those numbers.

On the local level, point-in-time counts help communities plan services and programs to appropriately address local needs, measure progress in decreasing homelessness, and identify strengths and gaps in a community's current homelessness assistance system.

The point-in-time counts are not without limitations. There is variation in count methodology year-to-year within and across communities. Unsheltered counts have more limitations than sheltered counts. Thus, there is more variation in the methodology used to arrive at unsheltered counts. Point-in-time counts are, however, the only annual measure that enumerates people experiencing unsheltered homelessness in addition to those who are sheltered. (The U.S. Census strives to include people who are unsheltered in its once per decade census count.) And, despite its flaws, the annual point-in-time counts result in the most reliable estimate of people experiencing homelessness that we have and from which progress can be measured.

Counting Youth

One gap that exists in these point-in-time counts is the coverage of unaccompanied youth (or those living separately from any family members) under the age of 25. Despite the fact that point-in-time counts are required to collect the number of unaccompanied youth under the age of 18, those numbers do not appear accurate, with many CoCs reporting that there are zero unaccompanied youth in their communities. Youth may be afraid or unwilling to enter individual shelters, and communities typically have scarce resources, beds, and units dedicated to youth. Moreover, unaccompanied youth are often not engaged with traditional homelessness assistance programs and congregate in different areas than older individuals experiencing homelessness. This means that, in most communities, the required count of sheltered youth is more likely a count of beds available to youth as opposed to the number of youth who need shelter. Without adequate coverage of homeless youth in point-in-time counts, there is a danger that they will continue to be underserved.

Children and youth living with their parent(s) in vehicles are also difficult to count accurately. For example, the point-in-time count attempts to count families who sleep in vehicles. But many families sleeping in vehicles do not park overnight where there are other people sleeping in vehicles because of safety concerns for children. Thus, many may be missed in the count. However, children and youth who are unsheltered but enrolled in school are counted by Mendocino County Office of Education's Foster and Homeless Youth Services (FHYS) program. The definition of homeless children and youth that FHYS uses is from the McKinney-Vento Homeless Assistance Act, which ensures educational rights and protections for children and

youth experiencing homelessness. Homeless children and youth are those who lack a fixed, regular, and adequate nighttime residence. This definition also includes:

- Children and youth who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason.
- Children who may be living in motels, hotels, trailer parks, shelters, or awaiting foster care placement.
- Children and youth who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- Children and youth who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings.
- Migratory children who qualify as homeless because they are children who are living in similar circumstances listed above.

According to FHYS, there were 1,058 children and youth in 2019 in Mendocino County who met the McKinney-Vento definition of homelessness. The highest rate of child and youth homelessness is in Round Valley where 41% of children and youth were homeless in 2019.

Mendocino County's Point in Time Counts

Following are results from Mendocino County's point-in-time counts for the past four years, with the exception of the count of homeless veterans, which includes a column for the point-in-time count from 2011. This table indicates a steep decline in the numbers of unsheltered veterans. This is a result of the Veterans Administration's commitment to applying Housing First principles to caring for homeless veterans.

TOTAL POPULATION PIT COUNT DATA				
	2016 PIT	2017 PIT	2018 PIT	2019 PIT
TOTAL SHELTERED AND UNSHELTERED COUNT	1242	1238	880	785
EMERGENCY SHELTER TOTAL	117	113	94	80
SAFE HAVEN TOTAL	0	0	0	0
TRANSITIONAL HOUSING TOTAL	75	47	63	167*
TOTAL SHELTERED COUNT	192	160	157	247
TOTAL UNSHELTERED COUNT	1050	1078	723	538
* FEMA HOUSING BROUGHT TO THE COUNTY FOLLOWING 2017 WILDFIRES ACCOUNTS FOR THE STEEP INCREASE IN TRANSITIONAL HOUSING UNITS.				

CHRONICALLY HOMELESS PIT COUNTS				
	2016 PIT	2017 PIT	2018 PIT	2019 PIT
TOTAL SHELTERED AND UNSHELTERED COUNT OF CHRONICALLY HOMELESS PERSONS	177	97	96	123
SHELTERED COUNT OF CHRONICALLY HOMELESS PERSONS	76	38	43	48

UNSHELTERED COUNT OF CHRONICALLY HOMELESS PERSONS	101	59	53	75
--	-----	----	----	----

HOMELESS HOUSEHOLDS WITH CHILDREN PIT COUNTS

	2016 PIT	2017 PIT	2018 PIT	2019 PIT
TOTAL SHELTERED AND UNSHELTERED COUNT OF THE NUMBER OF HOMELESS HOUSEHOLDS WITH CHILDREN	35	22	14	39
SHELTERED COUNT OF HOMELESS HOUSEHOLDS WITH CHILDREN	16	18	14	36
UNSHELTERED COUNT OF HOMELESS HOUSEHOLDS WITH CHILDREN	19	4	0	3

HOMELESS VETERANS PIT COUNTS

	2011	2016 PIT	2017 PIT	2018 PIT	2019 PIT
TOTAL SHELTERED AND UNSHELTERED COUNT OF THE NO. OF HOMELESS VETERANS	92	19	24	12	16
SHELTERED COUNT OF HOMELESS VETERANS	18	5	11	6	7
UNSHELTERED COUNT OF HOMELESS VETERANS	74	14	13	6	9

Another estimate of the homeless population in Mendocino County comes from the Homeless Assessment of 2018. The Homeless Assessment does not claim to provide a definitive count of the homeless population countywide, as the PIT count does. Rather, Dr. Marbut focused his work in and around those cities of Ukiah, Fort Bragg, and Willits because most of the individuals experiencing homelessness in Mendocino County are geographically located within and near those areas.

MENDOCINO COUNTY HOMELESS ASSESSMENT COUNTS

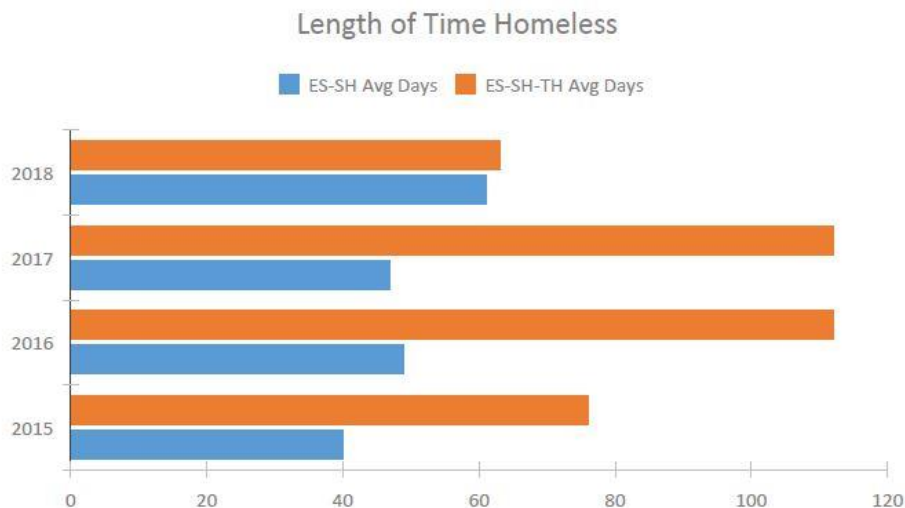
	Ukiah (including perimeter)	Willits	Fort Bragg (including perimeter)
TOTAL HOMELESS IN PROGRAMMING	198-225	20-26	96-160
INDIVIDUALS IN 24/7 HOMELESSNESS PROGRAMMING	106	n/a	49
INDIVIDUALS EXPERIENCING STREET-LEVEL HOMELESSNESS	92-119	n/a	47-64

How Long are People Homeless?

According to the Homeless Assessment, on average, in 2018, 78% of people interviewed had been homeless for one or more years. Of those, just over half (51%) had been homeless 1-5 years, which is strikingly high and worthy of notice because the rate of successful recovery from homelessness starts dropping after one year, and then precipitously drops after two to three years (Marbut, p. 19). When the length of time one is living on the streets is shortened, people are safer and more people can use limited resources.

In terms of how effective homeless systems of care are at getting people into permanent housing situations, HUD measures how quickly people move into permanent housing situations after entering a homeless system of care. This performance measure is called *Length of Time Homeless* and is

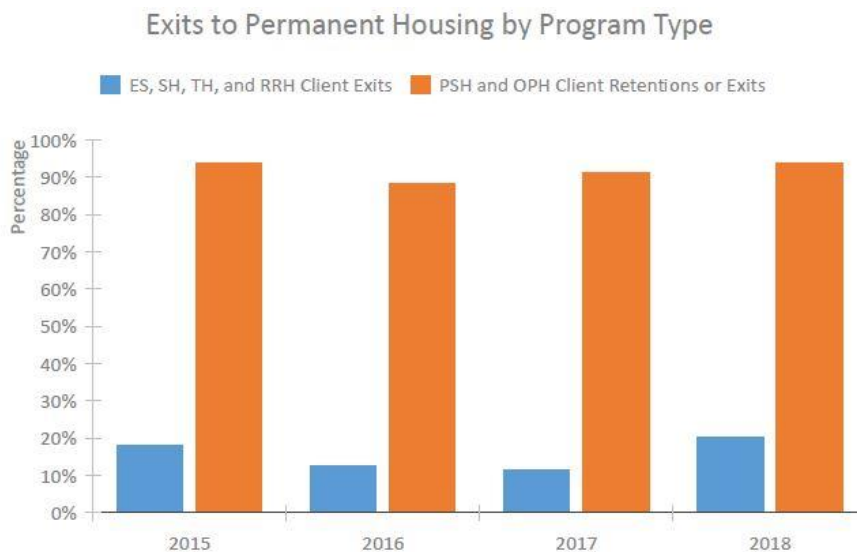
measured by calculating the average length of time people remain in emergency shelters (ES) or Safe Havens (SH, though there are none in Mendocino County) before moving on to permanent housing—the blue bar. HUD is also interested in measuring the average length of time people remain in emergency shelters, Safe Havens, and transitional housing before moving on to permanent housing—the orange bar. The HUD “length of time homeless” performance measure does not currently include the amount of time people spend living on the streets prior to entering the homeless system of care, but eventually street-level data will be included.



How Many People Are Getting Housed, and How Many Become Homeless Again?

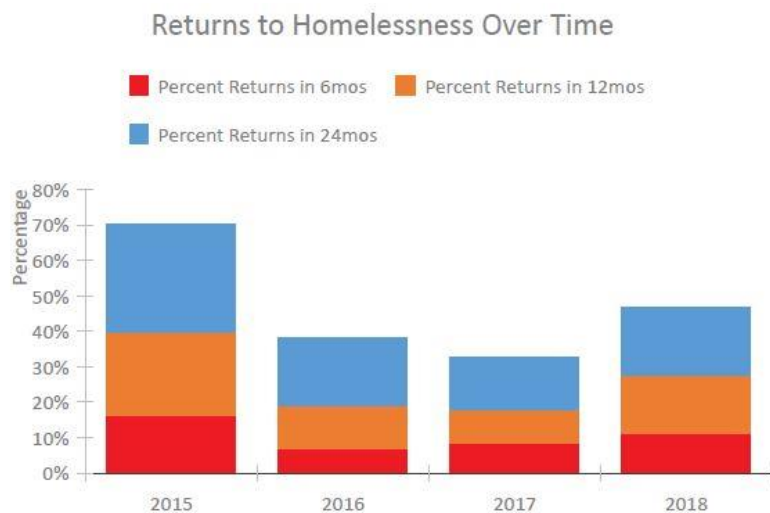
The adjacent graph, *Exits to Permanent Housing by Program Type*, conveys two distinct pieces of information. First,

the blue bar indicates that, in all years shown, no more than 20% of people who entered the homeless system exited to permanent housing. The data include people who entered into emergency shelters (ES), Safe Havens (SH, none of which exist in Mendocino County), transitional housing (TH), or received rapid re-housing funds.



The orange bar indicates that an average of 90% of those who were in permanent supportive housing (PSH) or other permanent housing (OPH) in each of the years shown retained their housing, a positive demonstration of stability for clients once in permanent housing.

The percentages of people who entered the homeless system of care, exited the homeless system of care, and then re-entered the system again—within six months, 12 months, and 24 months—from 2015 – 2018 are shown in the table below. This is a key measure of how effective Mendocino County’s homeless system of care is at reducing overall homelessness.



III. THE RESOURCES AVAILABLE TO ADDRESS HOMELESSNESS IN MENDOCINO COUNTY

The resources available to address the unsheltered population of Mendocino County include housing and services. But it is important to understand that people access these resources within a **system of care [NAME!]**. All service providers that participate in the system of care have agreed to use a Coordinated Entry System (CES) to facilitate the coordination and management of resources that comprise the crisis response system in the County. The CES allows service providers to efficiently and effectively connect people to interventions that aim to rapidly resolve their housing crisis. And reciprocally, the CES connects the most vulnerable persons in the community to available housing and supportive services equitably. The following graphic depicts how people in Mendocino County who are unsheltered move through Mendocino County’s homeless system Continuum of Care **[NAME!]** and access housing and services.

MENDOCINO COUNTY HOMELESS SERVICE SYSTEM

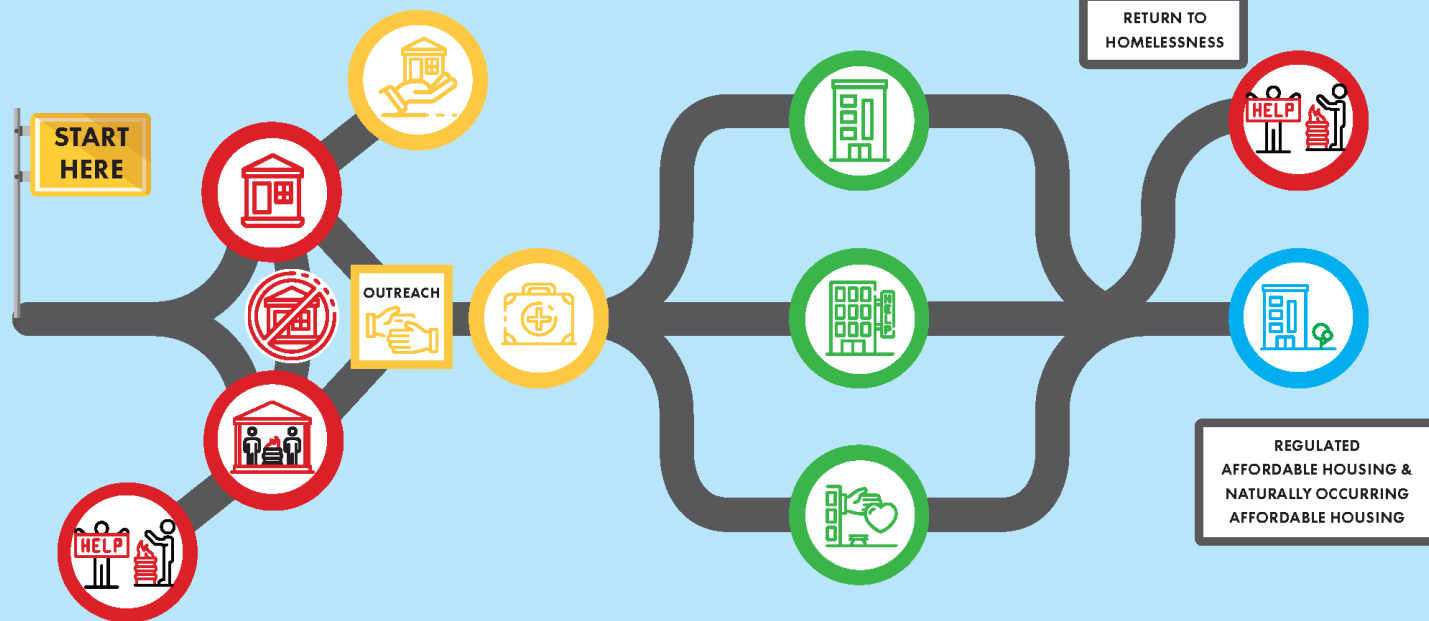
LEGEND

Populations:

- Family
- Individual
- Youth
- Veteran
- Domestic Violence Provider

Housing Types:

- Permanent Housing
- Transitional Housing
- Emergency Shelter
- Coordinated Entry



DENIED SHELTER ENTRY OR EXITED



ALTERNATIVE TO SHELTER OPTIONS



EMERGENCY SHELTER

50 year round beds

4 seasonal beds



COORDINATED ENTRY (CE) FRONT DOOR TRIAGE



DIVERSION



PERMANENT SUPPORTIVE HOUSING

281 units



RAPID RE-HOUSING

20 Units



TRANSITIONAL HOUSING

226 Beds

4 seasonal beds

The table that follows is an inventory of the homeless assistance resources—including both housing and supportive services—referenced in the graphic above that are available to the unsheltered population of Mendocino County. The table divides the resources into those available countywide and in the Ukiah, North County, and coast geographic regions.

COUNTYWIDE RESOURCES

AGENCY/PROGRAM	SERVICE
COMMUNITY DEVELOPMENT COMMISSION	<ul style="list-style-type: none"> • Rental subsidies (Permanent supportive housing) • HUD-VASH subsidies • Housing Choice Voucher Program • Project-based Voucher Program • Family Unification Program • Mainstream Voucher Program
LEGAL SERVICES OF NORTHERN CALIFORNIA	<ul style="list-style-type: none"> • Housing rights and public benefits issues
MENDOCINO COMMUNITY HEALTH CLINIC (TWO SITES: UKIAH, WILLITS)	<ul style="list-style-type: none"> • Medical services: Women’s health, Dental care, Mental health care, Substance abuse/opiate treatment services, and transportation services for the homeless in Ukiah
CONSOLIDATED TRIBAL HEALTH	<ul style="list-style-type: none"> • Medical services
MENDOCINO COUNTY AIDS/VIRAL HEPATITIS CARE & PREVENTION NETWORK (MCAVHN)	<ul style="list-style-type: none"> • Case management • Client advocacy • Client loans and grants • Client social and informational events • Food vouchers • Harm reduction information and products • Coordinated entry front door • Syringe exchange • Transportation assistance

MENDOCINO COUNTY HEALTH AND HUMAN SERVICES, SOCIAL SERVICES BRANCH	<ul style="list-style-type: none"> • Public benefits, including general assistance • CalWORKs Housing Assistance for families with children • CalFresh (food stamps) • Employment Services • CalWORKs (AFDC/TANF) • Housing and Disabilities Assistance Program (very limited)
MENDOCINO COUNTY HEALTH AND HUMAN SERVICES, MENTAL HEALTH BRANCH	<ul style="list-style-type: none"> • Long-term case management • Facilitation of transitional and permanent supportive housing (very limited)
MENDOCINO COUNTY HEALTH AND HUMAN SERVICES, PUBLIC HEALTH BRANCH	<ul style="list-style-type: none"> • HIV/HCV testing, education, and counseling • TB testing • WIC clinic • Immunizations
MENDOCINO COUNTY HEALTH AND HUMAN SERVICES, PUBLIC HEALTH BRANCH, DIVISION OF SUBSTANCE USE DISORDER TREATMENT	<ul style="list-style-type: none"> • Substance abuse prevention, intervention, and treatment • Prenatal substance use treatment • Drug court services • Jail diversion work • Methamphetamine specific treatment
MENDOCINO COUNTY YOUTH PROJECT	<ul style="list-style-type: none"> • Mental health services for children/youth (0-21 years) and their families • Street outreach • Crisis intervention • Respite homes for homeless youth <18 years • Transitional housing for homeless youth 18-21 years

PROJECT SANCTUARY (UKIAH, WILLITS, AND FORT BRAGG)	<ul style="list-style-type: none"> • Domestic violence safe house—men and women’s shelter (shelter provided to homeless women and children who are not victims of domestic violence if space available) • Support groups and one-to-one counseling • Paralegal assistance • Violence prevention education for all ages • Self-defense classes • Motel vouchers (available to men on a limited basis) • Transitional housing
NORTH COAST OPPORTUNITIES	<ul style="list-style-type: none"> • Rural Communities Child Care • Head Start • Nutrition Education
RURAL COMMUNITIES HOUSING DEVELOPMENT CORPORATION	<ul style="list-style-type: none"> • Sweat-equity housing for families • Subsidized housing for seniors and families • Permanent housing with support for people with Seriously Mentally Illness

UKIAH AREA RESOURCES

AGENCY/PROGRAM	SERVICE
FORD STREET PROJECT	<ul style="list-style-type: none"> • Ukiah Food Bank • Transitional housing • Permanent housing • Sober living environment • Detoxification services • Substance use disorder education and treatment • Intensive outpatient treatment • Case management • Employment and training program

PLOWSHARES	<ul style="list-style-type: none"> • Hot lunches • Mail, phone messages, and information and referral services
REDWOOD COMMUNITY SERVICES	<ul style="list-style-type: none"> • Building Bridges winter shelter (48 beds) • Laundry and showers • Coordinated entry front door • Emergency Shelter • Case Management • Rapid Rehousing

NORTH COUNTY RESOURCES

AGENCY/PROGRAM	SERVICE
WILLITS COMMUNITY SERVICES	<ul style="list-style-type: none"> • Emergency food and shelter • Food bank twice/month supplemental groceries • Client telephone access • Referral to other homeless services • Utility assistance
BROWN BAG LUNCH PROGRAM (WILLITS CITY PARK)	<ul style="list-style-type: none"> • Saturday lunch
HARVEST TABLE (ASSEMBLY OF GOD, LAYTONVILLE)	<ul style="list-style-type: none"> • Thursday dinner
WILLITS DAILY BREAD	<ul style="list-style-type: none"> • Hot meal four afternoons per week
COVELO FOOD PANTRY	<ul style="list-style-type: none"> • Once/month supplemental groceries
LEGGETT FOOD BANK	<ul style="list-style-type: none"> • Once/month supplemental groceries

COAST RESOURCES

AGENCY/PROGRAM	SERVICE
MENDOCINO COAST HOSPITALITY CENTER	<ul style="list-style-type: none"> • Hospitality House (24-person shelter for families, men, and women) • Hospitality Center (Wellness programs for people with mental health challenges, homeless resources, and

	<p>vocation programs)</p> <ul style="list-style-type: none"> • Vocational jobs training program • Hospitality North (transitional housing (14 beds) for people with mental illness and/or people with children under 18 years of age; transitional housing (14 beds) at 101 Franklin St. for single adults) • Hospitality Clinic (Adult mental health services for those with MediCal) • Winter shelter (A revolving site shelter hosted by participating faith communities on the coast throughout the winter season. Light meal available.) • Coast Street Medicine (Screening for anyone homeless or threatened by homelessness for medical and mental health issues; health education, connection with primary care providers at Mendocino Coast Clinics; and basic health procedures)
MENDOCINO COAST CLINIC	<ul style="list-style-type: none"> • Primary and mental health care
GLEANINGS (OUR LADY OF GOOD COUNSEL CHURCH)	<ul style="list-style-type: none"> • Monday and Wednesday lunch
FIRST BAPTIST CHURCH	<ul style="list-style-type: none"> • Friday lunch
FORT BRAGG FOOD BANK (MENDOCINO FOOD AND NUTRITION)	<ul style="list-style-type: none"> • Assistance with food Monday, Wednesday, and Fridays • Emergency food
LIGHTHOUSE FOURSQUARE GOSPEL CHURCH	<ul style="list-style-type: none"> • Sunday Lunch • Tuesday and Thursday lunch
MENDOCINO PRESBYTERIAN CHURCH	<ul style="list-style-type: none"> • Tuesday brunch • Tuesday shower program • Dinner last Wednesday of the month
SAFE PASSAGE FAMILY RESOURCE CENTER	<ul style="list-style-type: none"> • Family services • Housing referrals • Family homeless prevention services and referrals to Mendocino Coast Hospitality Center
REDWOOD COAST SENIOR CENTER	<ul style="list-style-type: none"> • Meals to seniors who are not sheltered

- Referrals to services

The housing and supportive services available to the unsheltered population of Mendocino County are funded by local fundraising, volunteers, as well as competitive grants and allocations from the State and federal governments. The following table lists the funding that is currently coming into Mendocino County for homeless or homeless-related services.

The table is divided into two main sections. The first section lists grants (allocations and competitive grant awards) awarded to Mendocino County Health and Human Services Agency's (HHSA) three branches—Social Services (yellow), Public Health (blue), and Behavioral Health (green). The second section (beige) lists grants that have been allocated to Mendocino County's Homeless Continuum of Care from the U.S. Department of Housing and Urban Development (HUD) via the County. Funding received by Mendocino County HHSA and the MCHSCoC are allocated by the Boards established to oversee each entity. Prior to federal legislation that passed in 2016, local CoC's did not have the authority to determine how federal funds to serve the homeless are allocated, with the exception of the Emergency Solutions Grant. MCHSCoC is establishing policies and procedures to ensure the integrity and effective of the funding allocation process.

The purpose of this Strategic Plan is to use *all* the funds coming into the County to address homelessness (whether granted to the County, the CoC, or an individual organization or agency) as efficiently and effectively as possible through coordination, cooperation, and agreed-upon goals and strategies.

NOTE: The funding awards listed in the following tables span multiple funding periods. Additionally, some funds come from time-limited grants while others are noncompetitive allocations. Thus, totaling the grant amounts to determine annual countywide funding to address homelessness would be misleading.

Housing Programs and Homeless Services

County of Mendocino HHSA - Applicant and Provider of Funds



Funding Source		Recipient of Funds	FY 19-20 Funded	FY 20-21 Planned	Target Population and Services
Social Services (see)	Mendocino County General Assistance	Mendocino Coast Hospitality Center	\$ 139,697	\$ 139,697	Shelter Services in Fort Bragg and Coastal Region
			\$ 66,516	\$ 66,516	Emergency Winter Shelter
		Redwood Community Services	\$ 152,000	\$ 152,000	Inland Shelter and Day Resource Center
		Plowshares Peace and Justice Center	\$ 5,000	\$ 5,000	Meals for individuals experiencing homelessness
		Willits Community Services	\$ 31,570	\$ 31,570	Screenings for homelessness related services, hotel vouchers and emergency winter shelter
		Willits Daily Bread	\$ 4,500	\$ 4,500	Meals for individuals experiencing homelessness
	CalWORKs Homeless Assistance Program	Mendocino County HHSA	\$ 141,835	\$214,008	Temporary Housing Assistance or deposits for Permanent Housing
	CalWORKs Housing Support Program	Mendocino County HHSA	\$ 221,920	\$ 249,360	Housing Subsidies for families enrolled in CalWORKs
		Redwood Community Services	\$ 121,080	\$ 121,080	Housing navigation expertise to develop and secure transitional and permanent housing solutions
	Adult Protective Services- Home Safe Program	Mendocino County HHSA	\$ 72,139	\$ 72,139	Housing support for vulnerable seniors
	Housing and Disabilities Program - HDAP	Mendocino County HHSA	\$ 143,848	\$ 143,848	Housing support for individuals who have pending SSI benefits
	Partnership HealthPlan of California - Local Innovation Grants on Housing	Mendocino County HHSA with Rural Communities Housing Development Corporation (RCHDC)	\$ 580,900	\$ -	Capital investment for Phase I of Orr Creek Commons. (BOS approved MOU with RCHDC outlining expectations on Sep 10, 2019)
		FIRST 5 Mendocino	\$ 17,250	\$ 20,254	Rapid Rehousing for families
	Homeless Housing, Assistance and Prevention Program (HHAP)	Mendocino County HHSA	\$ -	\$ 172,078	Operating subsidies and reserves, landlord incentives, outreach and coordination, prevention and shelter diversion to permanent
			\$862,691.53 through Fiscal Year 24-25		
	CA Governor's COVID-19 Emergency Funding	Mendocino County HHSA	\$ 140,748	\$ -	Emergency Funding to support efforts related to COVID-19 to serve persons experiencing

Housing Programs and Homeless Services

County of Mendocino HHSA - Applicant and Provider of Funds



Funding Source		Recipient of Funds	FY 19-20 Funded	FY 20-21 Planned	Target Population and Services
Behavioral Health and Recovery Services	Finding Home, Grants for the Benefit of Homeless Individuals (SAMHSA GBHI)	Redwood Community Services	\$ 282,475	\$ 120,282	Intensive care management for individuals with co-occurring mental health and substance use disorders who are experiencing homelessness
				Through Sep 2020	
		Mendocino Coast Hospitality Center	\$ 99,568	\$ 43,918	
				Through Sep 2020	
		Ford Street Project	\$ 42,504	\$ 25,944	
			Through Sep 2020		
	Mental Health Block Grant	Mendocino Coast Hospitality Center	\$ 67,239	\$ 67,239	Vocational services on the Coast for severely mentally ill clients experiencing homelessness
	Projects for Assistance in Transition from Homelessness (PATH)	Mendocino Coast Hospitality Center	\$ 18,202	\$ 18,202	Services for severely mentally ill clients who are residents of the Homeless Shelter or Transitional Housing Apartments
	No Place Like Home (CA Dept of Housing and Community Development)	Competitive Allocation: HHSA submitted joint application with RCHDC on Jan 7, 2020	\$ 3,373,963	\$ -	Capital investment for Phase II of Orr Creek Commons
			Awards to be issued by June 2020		
		Noncompetitive Allocation: Mendocino County HHSA	\$ 1,719,462	\$ -	Permanent supportive rental housing for people living with a serious mental illness who are homeless or at risk of homelessness
			HHSA submitted acceptance documents in July 2019. BHRS is developing an RFP; funding must be spent by June 30, 2021.		
		Technical Assistance: Mendocino County HHSA	\$ 75,000	\$ -	Assistance in the coordination and implementation of local homelessness plans

Housing Programs and Homeless Services

County of Mendocino HHSA - Applicant and Provider of Funds



Funding Source		Recipient of Funds	FY 19-20 Funded	FY 20-21 Planned	Target Population and Services
Public Health	Whole Person Care (CA Department of Health Care Services) <u>*Whole Person Care Figures are for Calendar Year 2019 and Calendar Year 2020. Whole Person Care Funding will end on 12/31/20.</u>	Adventist Health Ukiah Valley	\$ 172,800	\$ 50,000	Benefits individuals with severe mental illness in need of case management and housing support
		Manzanita	\$ -	\$ 36,000	
		Mendocino Coast Clinics	\$ 80,000	\$ 70,000	
		Mendocino Coast Hospitality Center	\$ -	\$ 36,000	
		Mendocino Community Health Clinic	\$ 80,000	\$ 70,000	
		Mendocino County AIDS/Viral Hepatitis Network (MCAVHN)	\$ -	\$ 36,000	
		Redwood Community Services	\$ -	\$ 79,000	
		Redwood Quality Management Company and their subcontracting agencies	\$ 1,687,000	\$ 1,315,300	
		Mendocino County HHSA	\$ 50,000	TBD	HHSA is piloting street level mobile outreach/engagement teams (for individuals) experiencing homelessness with local law enforcement
			\$ 340,446	\$ 340,446	Supports 4 HHSA employees, 2.75 FTE total (.5 Project Director, 1 Coordinator, 1 Data Analyst, .25 Fiscal Analyst)
Potential Funds	Homeless Mentally Ill Outreach and Treatment Program (HMIOT)	Mendocino County HHSA WPC Pilot	\$ 200,000	\$ -	Spent for Whole Person Care
	One-Time Housing Support Funds for WPC Pilots (Dept of Health Care Services)	Mendocino County HHSA WPC Pilot	\$ 1,200,000	In Process: 2019-2025. RFP to be issued by June 2020	Long-term and short-term housing supports for individuals who are mentally ill and homeless or at risk of homelessness
	One-Time IGT Funding	Mendocino County AIDS/Viral Hepatitis Network (MCAVHN)	\$ 150,000	\$ 150,000	Services following guidelines of the CA Dept of Public Health's Syringe exchange program, including syringe exchange, education and counseling, and linkage to other necessary services, including those provided through Whole Person Care
		Manzanita	\$ 160,000	\$ 100,000	Services in connection with the SMI Wellness Centers in Ukiah and Willits, including housing navigation
	California Access to Housing Act	Trailerbill for Statewide funding of \$750,000,000	TBD	TBD	Will allow for capital projects, transitional supports and housing, as well as prevention services.
	CalWORKs HSP to Purchase Housing Structures	Statewide funding of \$1,500,000	TBD	TBD	Counties may apply for purchase of structures to be released to CW HSP households, max of \$24,999

Housing Programs and Homeless Services

Mendocino County Homeless Services Continuum of Care (MCHSCoC)

Funding Source	Recipient of Funds	Amount	Funding Status	Length	Target Population and Services
2019 Emergency Solutions Grant (ESG) Noncompetitive BOS	Redwood Community Services	\$ 65,532	Awarded	2020-2021	Rapid Rehousing and HMIS
	Mendocino Coast Hospitality Center	\$ 65,532			
2019 Emergency Solutions Grant (ESG) Competitive BOS	Redwood Community Services	\$ 150,000	Awarded	2020-2021	Sheltering and HMIS
	Mendocino Coast Hospitality Center	\$ 69,824			Rapid Rehousing and HMIS
2018 Emergency Solutions Grant (ESG) Disaster Relief Funding	Redwood Community Services	\$ 78,751	Pending	2019-2020	Rapid rehousing, homeless prevention, street outreach, sheltering, HMIS
	Mendocino Coast Hospitality Center				
California Emergency Solutions and Housing Program (CESH)	City of Fort Bragg	\$ 11,724	Round 1 Allocation	2019-2021	Assistance for non-locals experiencing homelessness to return to their home cities
	Community Development Commission	\$ 123,520	Round 1 Allocation	2019-2021	Prevention and stabilization services for current clients who are in danger of losing their housing and/or subsidy
	Ford Street Project	\$ 583,871	Round 1 and 2 Allocation	2019-2021	Support for Unity Village Family Housing and Shelter Diversion Program
	Mendocino Coast Hospitality Center	\$ 148,285	Round 1 and 2 Allocation	2019-2020	Support for the Field Outreach and Critical Time Intervention initiatives
	Redwood Community Services	\$ 384,613	Round 1 and 2 Allocation	2019-2021	Expand inland winter shelter to provide year-round services; Rapid Rehousing
	HMIS and CES system funds	\$ 98,916	Round 1 Allocation	2019-2023	Support for HMIS system
	Mendocino County HHSA	\$ 71,141	Round 1 and 2 Allocation	2019-2023	Admin support at 5%
Homeless Emergency Aid Program (HEAP)	City of Fort Bragg	\$ 3,000,000	Contracted Dec 2019 - Jun 2021	2019-2021	Capital for The Plateau housing development in Ft Bragg
	Mendocino Coast Hospitality Center	\$ 36,740	Contracted Apr 2019 - Mar 2020	2019-2021	Capital for facility repair
	Mendocino County Office of Education	\$ 135,000	Contracted Apr 2019 - Jun 2021	2019-2021	Meals for students experiencing homelessness
	Project Sanctuary	\$ 132,720	Contracted Apr 2019 - Jun 2021	2019-2021	Capital for multi-shower and laundry facility for shelter families
	Redwood Community Services	\$ 621,788	Contracted Mar 2019 - Dec 2020	2019-2021	Capital for Day Center and Homeless Shelter in Ukiah
	Rural Communities Housing Development Corporation (RCHDC)	\$ 983,415	Planned Jun 2019 - Dec 2022	2019-2021	Capital investment for Phase II of Orr Creek Commons housing development in Ukiah
Homeless Management Information Systems (HMIS) HUD	Mendocino County HHSA	\$ 150,000	Awarded	2019-2021	System to assist in shelter and services for individuals, identifying who are homeless or at risk of homelessness
Continuum of Care Funding (CoC) - HUD	Community Development Commission	\$ 1,479,283	Awarded	2019-2021	Permanent Supportive Housing Rental Assistance for the Chronically Homeless
		\$ 93,312	Awarded	2019-2021	Coordination of Coordinated Entry System
	Mendocino County HHSA	\$ 47,107	Awarded	2019-2021	Admin and Monitoring Support for the CoC
Homeless Housing, Assistance and Prevention Program (HHAP)	Mendocino County Homeless Services Continuum of Care (MCHSCoC)	\$ 924,734	Awarded	2020-2025	Rental assistance/rapid rehousing, operating subsidies and reserves, landlord incentives, outreach and coordination (including employment), prevention and shelter diversion to permanent housing
CA Governor's COVID-19 Emergency Funding	Mendocino County Homeless Services Continuum of Care (MCHSCoC)	\$ 140,748	Awarded	2020-2021	Emergency Funding to support efforts related to COVID-19 to serve persons experiencing homelessness

IV. GOALS, STRATEGIES, AND ACTION STEPS

The goals, strategies, action steps delineated in this section were derived over the course of approximately four months by the Strategic Planning Committee (STRATEGIC PLANNING COMMITTEE) of the CoC governing board. Many of the recommendations from the Homeless Assessment are included as strategies here. In addition, the STRATEGIC PLANNING COMMITTEE benefitted from technical assistance provided by the Technical Assistance Collaborative through a grant from the Department of Housing and Community Development to improve the delivery of homelessness programs. The STRATEGIC PLANNING COMMITTEE was inspired by the All Home collaborative of Kings County, Washington in deciding on its overarching goals.

Goal 1: Making Homelessness Rare

Making homelessness rare will require addressing the [causes of homelessness](#), which are myriad and institutional. A [2013 national study](#) found that community rates of homelessness are driven by rent increases in the housing market, the availability of a strong safety net, economy, demographics, and influx of people moving to a region. Working together with community advocates, providers and partners the CoC aims to align efforts toward prevention, increasing affordable housing, and supporting the expansion of pre-adjudication programs and sentencing alternatives to make homelessness RARE in Mendocino County.

Goal 1: Make homelessness rare				
#	Strategy	Action Steps	Person/Org. Responsible	Timeframe
1.1	Source new housing opportunities of all types whenever possible.	1.1.1 Identify new funding for development of housing for homeless 1.1.2 Review current housing projects and identify possible areas of expansion 1.1.3 Partner with local housing developers to reserve/fund units for households experiencing homelessness 1.1.4 Collaborate with CA State Agencies to identify state-owned properties available for short-term and long-term housing interventions (CA Governor Executive Order N-23-20—attached	1.1.1 CoC Board members 1.1.2 Shelter & Solutions Cmte 1.1.3 Applicable agencies 1.1.4 Health and Human Services and Local Jurisdictions	Ongoing
1.2	Identify and support programs within the County that provide effective homelessness prevention services.	1.2.1 Survey all homeless service providers regarding formal and informal homeless prevention services provided 1.2.2 Review long-term outcomes of previous homeless prevention efforts and establish performance measurement goals 1.2.3 CoC to identify and adopt most effective intervention models 1.2.4 Include above model in Homeless Prevention processes and procedures 1.2.5 Develop, approve, and implement MCHSCoC homeless prevention (HP) policy and procedures, including inclusion in Coordinated Entry system	1.2.1 HHSA w/Strategic Planning Cmte (STRATEGIC PLANNING COMMITTEE) 1.2.2 HMIS/Performance Measurement Cmte 1.2.3 CoC Board 1.2.4 Coordinated Entry (CE)/Discharge Planning Cmte 1.2.5 CoC Board	2020
1.3	Identify and support programs within the County that provide effective homelessness diversion services.	1.3.1 Survey all homeless service providers regarding formal and informal homeless diversion services provided 1.3.2 Review long-term outcomes of previous homeless diversion efforts and establish performance measurement goals 1.3.3 CoC to identify and adopt most effective intervention models	1.3.1 HHSA w/Strategic Planning Cmte (STRATEGIC PLANNING COMMITTEE) 1.3.2 HMIS/Performance Measurement (PM) Cmte	2020

Goal 1: Make homelessness rare				
#	Strategy	Action Steps	Person/Org. Responsible	Timeframe
		1.3.4 Include above model in homeless diversion processes and procedures 1.3.5 Develop, approve, and implement MCHSCoC homeless diversion policy and procedures, including inclusion in Coordinated Entry system	1.3.3 CoC Board 1.3.4 Coordinated Entry (CE)/Discharge Planning Cmte 1.3.5 CoC Board	
1.4	Promote expansion of meaningful mental health and substance abuse treatment options to address housing barriers.	1.4.1 Support a continuum of Dual Diagnosis (Behavioral Health/SUDT) services & treatment programs 1.4.2 Promote & prioritize successful support services that prevent homelessness due to relapse & recidivism risks for clients with behavioral health and/or Substance Use issues 1.4.3 Promote & support effective Anti-Stigma, Trauma-informed community information, trainings & educational programs 1.4.4 Establish behavioral health/SUDT treatment efficacy measures 1.4.5 Develop and cross train providers (county wide) in timely referral, warm handoff protocols and resources for behavioral health & SUDT services	1.4.1 CoC/HHSA & NGOs 1.4.2 CoC/HHSA & NGOs 1.4.3 CoC with HHSA/NGSs/Mendocino College 1.4.4 HHSA and CoC 1.4.5 CoC with HHSA (includes Administrative Service Organization(s), contractors, and subcontractors)	2021
1.5	Review and evaluate overall system volume needs on a regular basis for continuous program improvement.	1.5.1 Conduct the annual Point In Time (PIT) and Housing Inventory Count (HIC) 1.5.2 Identify and collect data from sources outside the PIT/HIC that could inform the evaluation of overall system volume needs 1.5.3 Review and analyze data from 2020 PIT and HIC, and gathered from other sources 1.5.4 Report on findings in annual Housing Inventory Report	1.5.1 PIT/HIC ad hoc committee 1.5.2 HHSA 1.5.3 PIC/HIC Cmte 1.5.4 PIC/HIC Cmte	Ongoing

HOW WE WILL KNOW IT WORKED

We will see a 5% annual decrease in the total number of homeless as measured by HUD's Longitudinal Systems Analysis (LSA).

GOAL 2: Making Homelessness Brief and One-Time

To make homelessness brief and one-time, funding and programs must be aligned to support the strengths and address the needs of people experiencing homelessness. Shortening the length of time families and individuals are homeless reduces trauma and also creates capacity in the crisis response system for others in need. Ensuring that those who move to permanent housing do not become homeless again and return to our crisis response system also increases capacity of crisis services to serve more individuals.

Goal 2: Make homelessness brief and one-time				
#	Strategy	Action Steps	Person/Org. Responsible	Timeframe
2.1	Identify the most effective homelessness programs within the County, particularly those that provide emergency, transitional, and permanent housing to individuals experiencing homelessness, and provide support to expand services.	2.1.1 Gather outcomes of annual Housing Inventory Report. 2.1.2 Establish performance measurement goals for all types of projects 2.1.3 Add minimum outcome thresholds to grant rating and ranking criteria (for a project to be eligible for funds) 2.1.4 Create project evaluation processes to hold projects accountable	2.1.1 HHSA 2.1.2 Rating and Ranking Ad Hoc 2.1.3 Rating and Ranking Ad Hoc 2.1.4 CoC Board and STRATEGIC PLANNING COMMITTEE	2022
2.2	Increase utilization of resources already available in the system.	2.2.1 Recruit and hire a Landlord-Tenant Navigator focused on centralizing recruitment and retention of landlords. (New Position) 2.2.2 Internal Barriers Review: Review Barriers to Entry and Mobilization Through the System—to reduce steps and length of time from system access to housing. 2.2.3 Analyze and evaluate rapid re-housing resources to maximize effectiveness. 2.2.4 Review the utilization of resources and maximize (e.g. are all available beds being used?) 2.2.5 Increase awareness of coordinated entry access points and procedures.	2.2.1 CoC Board and/or collaborative applicant to identify agency/org. 2.2.2: Coordinated Entry Cmte 2.2.3 Shelter and Solutions Cmte 2.2.4 Coordinated Entry and HMIS Cmtes 2.2.5 Coordinated Entry and Shelter and Solutions Cmtes	2021
2.3	Create quicker and seamless movement through the homelessness system for all individuals and families experiencing homelessness (e.g., operating at maximum capacity by increasing utilization of the overall system).	2.3.1 Hire a Coordinated Entry manager (new position) 2.3.2 By-name list case conferencing 2.3.3 Formalize Practices and Referrals 2.3.4 Ensure all appropriate programs are using the CES 2.3.5 Establish system-wide service eligibility and triage criteria for allocating resources (w/emergency protocols)	2.3.1 CoC Board and/or collaborative applicant to identify agency/org. 2.3.2. CEDP cmte 2.3.3. HMIS/PM & CEDP cmtes 2.3.4. CoC Board & CE 2.3.5 HMIS/PM & CEDP cmtes	2021
2.4	Develop and Implement a Homeless Outreach Team.	2.4.1 Establish collaboration between County, Cities and law enforcement agencies regarding HOTeams in each region. 2.4.2 Identify strategies required to engage different cohort groups of unhoused persons in the most effective manner for that cohort.	Action Steps will be facilitated by HHSA in collaboration with local jurisdictions, law enforcement, and CoC members.	2022

Goal 2: Make homelessness brief and one-time				
#	Strategy	Action Steps	Person/Org. Responsible	Timeframe
		2.4.3. Consider implementing a Homeless Multi-Disciplinary Personnel Team to provide collaborative case conferencing about individual homeless individuals with complex needs. 2.4.3 The CoC shall encourage service providers to participate in and facilitate inter-jurisdictional training around street outreach efforts.		
2.5	Fully build out and robustly use HMIS.	2.5.1 Develop training curriculum for new HMIS end users 2.5.2 Create ongoing training for HMIS end users and organization administrators 2.5.3 Increase HMIS bed coverage rate by engaging homeless housing providers that are not participating in HMIS.	All Action Steps will be done by HHSA's HMIS lead	2020
2.6	Establish low barrier and no-barrier shelter(s)—with uniform eligibility criteria across agencies—for families with children.	2.6.1 Identify and select model for family shelter(s). 2.6.2 Identify agency willing to apply for funding to operate a family shelter. 2.6.3 Identify building or location—including State surplus lands—for the shelter to function with highest access to community supports and services/day shelter or access to housing navigator assisting with permanent housing. 2.6.4 Agencies working with families commit to HMIS and countywide case management system for referring families and triaging needs. 2.6.5 Career and Technical Education and childcare programs aligned with shelter for access for parents into work programs. Collaborate with CALWORKS and align requirements.	2.6.1 Shelter Solutions Cmte 2.6.2 Shelter Solutions Cmte 2.6.3 Homeless Housing Assistance & Prevention (HHAP) program ad hoc 2.6.4 HHSA (HMIS lead) 2.6.5 Organization operating family shelter	2020

HOW WE WILL KNOW IT WORKED

We will see a 5% annual decrease per year in the length of time that people are homeless as measured by HUD's LSA.

GOAL 3: Improve community and policy maker engagement around homelessness

Goal 3: Improve community and policy maker engagement around homelessness				
#	Strategy	Action Steps	Person/Org. Responsible	Timeframe
3.1	Gain buy-in and agreement for one overarching strategic plan—with action steps.	3.1.1 Engage leadership in underserved areas of the County's jurisdiction. 3.1.2 Use data (worldwide/national) on promising and evidence based practices to highlight successful strategies that can be used in our communities. 3.1.3 Provide informational presentations to policy making bodies, community agencies, and public on purpose, process and importance of having a consistent and coordinated approach to addressing homelessness. 3.1.4 Seek endorsement of Strategic Plan from entities within various jurisdictions.	All Action Steps will be done by Strategic Planning Committee	2020
3.2	Improve strategic coordination between the CoC, the County and cities.	3.2.1 Set up regular meeting between CoC and the BOS Ad-Hoc Committee on Homelessness 3.2.2 On all regular CoC agendas, there shall be a standing item for jurisdictional updates related to homelessness. 3.2.3 Members of the CoC shall engage local jurisdictions early in the development of capital projects.	3.2.1 Strategic Planning Committee 3.2.2 Strategic Planning Committee 3.2.3 HHSA	2020
3.3	Develop a community understanding of the scope, scale, and structure of the homelessness problem and need to use common nomenclature to improve decision making.	3.3.1 Form an Outreach and Public Relations team to prepare and make public presentations. 3.3.2 Create a press release once per year on PIT count and other homeless data. 3.3.3 The CoC shall make annual presentations to the governing body of each jurisdiction once each year to report on strategic plan progress and upcoming initiatives/projects. 3.3.4 Talk to local media about what is being addressed, the CoC's challenges and limitations, what the public can do to help.	All Action Steps will be done by Strategic Planning Committee.	2022
3.4	Increase engagement of persons experiencing homelessness in planning, implementation and decision making for the CoC.	3.4.1 Conduct focus groups with people experiencing homelessness regarding service provider training and education. 3.4.2 Follow up with provider trainings as identified in focus groups. 3.4.3 Establish encampment engagement protocols. 3.4.4 Develop and implement a process to compensate or incentivize people who are currently or formerly shelterless to participate in the governance of the County's homeless system of care. 3.4.5 Establish a 'Client Council.'	3.4.1 Strategic Planning Committee 3.4.2 Strategic Planning Committee 3.4.3 CoC Board and HHSA 3.4.4 Membership Committee 3.4.5 Membership Committee	Ongoing

HOW WE WILL KNOW IT WORKED

We will see increased engagement of residents as measured by increased attendance at CoC board and committee meetings.

We will see increased engagement and leadership of business and faith leaders increased attendance at and/or joining the CoC board.

We will see homeless services expanded to the outlying regions of the County, such as the South Coast and North County, including Covelo.

GOAL 4: Improve the CoC's capacity to govern itself.

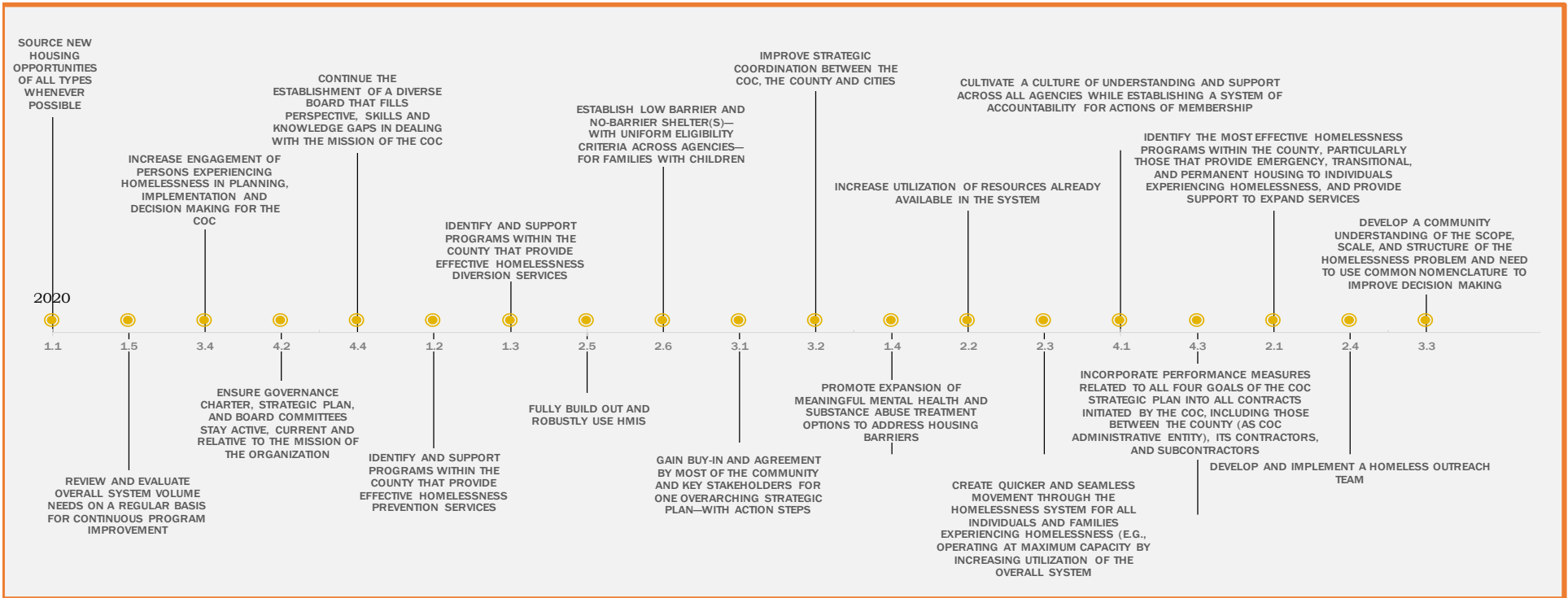
Goal 4: Improve the CoC's capacity to govern itself				
#	Strategy	Action Steps	Person/Org. Responsible	Timeframe
4.1	Cultivate a culture of understanding and support across all agencies while establishing a system of accountability for actions of membership.	4.1.1 Provide listening session with external and internal partners to identify and address the shortfalls of the current operations. 4.1.2 Establish an internal and external ethics policy with the ability to hold members accountable when policies are not followed. 4.1.3 Complete a presentation presenting what solutions each agency brings to help the CoC mission, to be used to educate other agencies and the public.	4.1.1 CoC Co-chairs and HHSA 4.1.2 HHSA 4.1.3 Membership Cmte	2021
4.2	Ensure governance charter, strategic plan, and board committees stay active, current and relative to the mission of the organization.	4.2.1 Increase monitoring activities, using the HUD provided CoC Monitoring Toolkit. 4.2.2 Develop check list of steps required annually to update or create new Strategic Plan and will be responsible for updating the plan on behalf of CoC Board. 4.2.3 Hold an annual CoC Day Away to revitalize CoC members' passion and dedication to homeless services. 4.2.4 Create and annually revise MCHSCoC Guide Book that includes: Mission and Vision Statements; Current Strategic Plan, Governance Charter and CoC Meeting Schedule; and list of current homeless services. 4.2.5 Define a review process that allows for review of the governance charter to make sure the charter stays current and relative to the issues at hand in relation to board seats.	4.4.1 HHSA 4.4.2 Strategic Planning Committee 4.4.3 CoC Board will host 4.4.4 CoC Membership Committee 4.2.5 Strategic Planning Committee	Ongoing
4.3	Incorporate performance measures related to all four goals of the Strategic Plan and all contracts initiated by the CoC, including those between the County (as CoC Administrative Entity), its Contractors, and Subcontractors.	4.3.1 Promote data-informed decisions and focus on system performance. 4.3.2 Agree on consistent contract language across all homeless service-related projects. 4.3.3 Use performance measures in contracts.	4.3.1 CoC Board 4.3.2 HHSA for County contracts & CoC Board for CoC contracts 4.3.3 HHSA and CoC	2021
4.4	Continue the establishment of a diverse board that fills perspective, skills and knowledge gaps in dealing with the mission of the CoC.	4.4.1 Conduct skills inventory for all board members to find the skills gap that may be needed by consultants or additional board seats. 4.4.2 CoC leadership will actively attend events to speak with leaders in the community to make sure that the local needs are being accomplished by the boards long term goals and objectives.	4.4.1 CoC Co-Chairs 4.4.3 CoC Co-Chairs	Ongoing

HOW WE WILL KNOW IT WORKED

We will have effective and efficient governance at the CoC and within the homeless system infrastructure as measured by surveys conducted before and after listening sessions by whomever conducts listening session.

HHSA and CoC contracts all include measurable performance measures.

Timeline for Strategies to Address Homelessness in Mendocino County



DATE	STRATEGIES	POSITION
1.1	Source new housing opportunities of all types whenever possible	20
1.5	Review and evaluate overall system volume needs on a regular basis for continuous program improvement	-15
3.4	Increase engagement of persons experiencing homelessness in planning, implementation and decision making for the CoC	10
4.2	Ensure governance charter, strategic plan, and board committees stay active, current and relative to the mission of the organization	-10
4.4	Continue the establishment of a diverse board that fills perspective, skills and knowledge gaps in dealing with the mission of the COC	15
1.2	Identify and support programs within the County that provide effective homelessness prevention services	-10
1.3	Identify and support programs within the County that provide effective homelessness diversion services	5
2.5	Fully build out and robustly use HMIS	-5
2.6	Establish low barrier and no-barrier shelter(s)—with uniform eligibility criteria across agencies—for families with children	15
3.1	Gain buy-in and agreement by most of the community and key stakeholders for one overarching strategic plan—with action steps	-10
3.2	Improve strategic coordination between the CoC, the County and cities	20
1.4	Promote expansion of meaningful mental health and substance abuse treatment options to address housing barriers	-10
2.2	Increase utilization of resources already available in the system	10
2.3	Create quicker and seamless movement through the homelessness system for all individuals and families experiencing homelessness (e.g., operating at maximum capacity by increasing utilization of the overall system)	-10
4.1	Cultivate a culture of understanding and support across all agencies while establishing a system of accountability for actions of membership	15
4.3	Incorporate performance measures related to all four goals of the CoC Strategic Plan into all contracts initiated by the CoC, including those between the County (as CoC Administrative Entity), its Contractors, and Subcontractors	-15
2.1	Identify the most effective homelessness programs within the County, particularly those that provide emergency, transitional, and permanent housing to individuals experiencing homelessness, and provide support to expand services	10
2.4	Develop and Implement a Homeless Outreach Team	-10
3.3	Develop a community understanding of the scope, scale, and structure of the homelessness problem and need to use common nomenclature to improve decision making	5

**EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA**

EXECUTIVE ORDER N-23-20

WHEREAS California faces a severe housing crisis that has made housing unaffordable for too many Californians and, in turn, exacerbated the problem of homelessness; and

WHEREAS homelessness in California is not confined to urban corridors but is present in urban, suburban, and tribal and rural communities throughout the state; and

WHEREAS data released recently by the U.S. Department of Housing and Urban Development based on the 2019 Point-in-Time Count indicated that there were 151,278 individuals who were homeless in California, over 108,000 of whom were unsheltered, and that the homeless population has been steadily increasing; and

WHEREAS Californians driven into homelessness often develop significant health issues over time and, often experience significant morbidity and die sooner; and

WHEREAS it is estimated that a substantial proportion of individuals who are homeless experience chronic physical and mental health disorders, yet are not receiving regular and consistent medical or psychiatric care; and

WHEREAS California's homelessness crisis has put considerable stress on many public services including transportation, libraries, schools, health services and public safety, as well as created public health challenges; and

WHEREAS California's homelessness crisis has impacted certain business sectors throughout the state and is a top concern to many residents, businesses, communities, tribal governments, cities, and counties across the state; and

WHEREAS unauthorized encampments of people who are homeless are increasing in many areas of the state within the public right of way and near or on private or tribal property, resulting in traffic and fire hazards, crime, risk of injury and death, and other conditions detrimental to public health and safety, both for people who are homeless and people who are not; and

WHEREAS since 2018, almost 200 counties and cities have declared a shelter crisis, pursuant to Government Code section 8698 et seq.; and

WHEREAS over the past two years, the state has substantially increased its efforts to address street homelessness by providing more than \$2.7 billion in new funding, significantly increasing its support for safety net services, eliminating barriers to getting navigation centers and temporary housing built to allow homeless adults to receive services and stability in



order to find longer-term housing, enacting the most aggressive rent-gouging protections, launching a 100-Day Challenge Initiative to bring counties and cities together to more urgently address homelessness in their communities, and expediting funding allocations to local governments, including allocations to counties to reduce the number of families in the child welfare services system experiencing homelessness; and

WHEREAS solutions to homelessness require additional innovation, cooperation and urgency within the public sector, and among the public and private and tribal sectors; and

WHEREAS because reducing the population of homeless individuals in California is a matter of critical statewide importance, the state can and needs to do more to help local communities act with urgency to address street homelessness and the society-wide problems associated with the homelessness crisis.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, by virtue of the power and authority vested in me by the Constitution and statutes of the State of California, do hereby issue this Order to reduce street homelessness, break down barriers to homeless individuals accessing health care and other critical services, and to increase housing options for those experiencing homelessness. This Order shall become effective immediately.

IT IS HEREBY ORDERED THAT:

1. All state agencies specifically referenced in this Order shall develop by no later than February 28, 2020 accountability metrics for state agencies and for local partners to assess the use of the state resources referenced in the following paragraphs and their impact on reducing street homelessness, breaking down barriers to homeless individuals accessing health care and other critical services, and increasing housing options for those experiencing homelessness. The metrics shall be published online and regularly updated. In carrying out this Order, state agencies shall consider the extent to which local partners regularly and publicly report data based on the local metrics.
2. The Department of Finance, pursuant to its authority under Government Code sections 11005, 11005.1, and 13306, shall immediately establish the California Access to Housing and Services Fund within the Department of Social Services, to receive future state appropriations, as well as donations from philanthropy and the private sector, and to provide much needed dollars for additional affordable housing units, providing rental and operating subsidies, and stabilizing board and care homes;
3. To rapidly increase housing options for those experiencing homelessness, the following actions shall occur by no later than January 31, 2020:

- a. The Department of General Services shall identify all properties from the digitized inventory of excess state land created by EO N-06-19 that can be used by local partners, including tribal governments, counties, cities, or non-profit agencies, on a short-term emergency basis to provide shelter for individuals who are homeless, so long as such usage will not delay affordable housing development on those properties.
 - b. The Department of General Services shall conduct an initial assessment of all state facilities to identify facilities that can be used by local partners on a short-term emergency basis to provide shelter for individuals who are homeless and in need of health and social services.
 - c. The Department of Transportation (Caltrans) shall develop and share a model lease template to allow counties and cities to use Caltrans property adjacent to highways or state roads in those jurisdictions on a short-term emergency basis to provide shelter for individuals who are homeless, building on recent partnerships with the cities of Los Angeles, San Jose, and San Francisco, and consistent with Streets & Highways Code section 104.30. Priority for future partnerships to make state land available to counties and cities for short-term emergency housing shall be given to jurisdictions where a shelter crisis declared pursuant to Government Code section 8698 et seq. is in effect.
 - d. The Office of Statewide Health Planning and Development shall work with local jurisdictions, tribal communities, and private entities to conduct an initial assessment of the appropriateness and availability of vacant and decommissioned hospitals and health care facilities for use by local partners on a short-term emergency basis to provide shelter for individuals who are homeless.
 - e. The Department of Food and Agriculture, in consultation with the Department of General Services, the Department of Housing and Community Development, the Department of Social Services, and the Office of Emergency Services, shall conduct an initial assessment of fairgrounds in or near jurisdictions where a shelter crisis is currently in effect, and, for those fairgrounds, determine the population capacity and space that would currently be available to local partners on a short-term emergency basis to provide shelter for individuals who are homeless.
4. The Department of General Services shall supply 100 travel trailers from the state fleet, and the Emergency Medical Services Authority shall supply complementary modular tent structures, to provide temporary emergency housing and the delivery of health and social services in communities across the state. The Department of General Services and the Emergency Medical Services Authority shall supply trailers and tents immediately and

end by September 30, 2020, unless the secretaries of the Government Operations Agency and the Health and Human Services Agency both concur on a case-by-case basis that the specific circumstances warrant the continued use of the trailers or tent structures. These trailers and tent structures shall only be used where the following criteria have been satisfied:

- a. A shelter crisis declared pursuant to Government Code section 8698 et seq. or its equivalent under the applicable laws governing the jurisdiction of a federally recognized tribe in California is in effect.
 - b. Local partners, including counties, cities, and non-profit agencies, have the capacity and resources to deploy, operate, secure, and maintain the trailers or tent structures.
 - c. Local partners make appropriate health, social, housing, and other appropriate services available to support the needs of individuals temporarily housed in the trailers or tent structures and transition them into permanent, safe and stable housing.
 - d. Local partners agree to regularly and publicly report data based on the accountability metrics referenced in paragraph 1.
5. To further assist local jurisdictions in addressing street homelessness, there shall be a multi-agency state strike team comprised of the Business, Consumer Services, and Housing Agency; the Government Operations Agency; the Health and Human Services Agency; the Labor and Workforce Development Agency; and the Transportation Agency. The strike team shall be coordinated by the Homeless Coordinating and Financing Council and provide technical assistance and targeted direct support to counties, cities, and public transit agencies seeking to bring individuals experiencing homelessness indoors and connect them with appropriate health, human, and social services and benefits.

FURTHERMORE, all counties, cities, public transit agencies, special districts, school districts, tribal governments, and non-governmental actors, including businesses, faith-based organizations, and other non-profit agencies, are requested to examine their own ability to provide shelter and house homeless individuals on a short-term emergency basis and coordinate with local authorities to provide shelter and house individuals.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order shall be filed with the Office of the Secretary of State and that widespread publicity and notice shall be given to this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its departments, agencies, or other entities, its officers or employees, or any other person.

IN WITNESS WHEREOF I have hereunto
set my hand and caused the Great
Seal of the State of California to be
affixed this 8th day of January 2020.



GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State