

MEMORANDUM OF UNDERSTANDING

BETWEEN

**THE SONOMA COUNTY HOMELESS COALITION ACTING AS THE SONOMA COUNTY
CONTINUUM OF CARE (CA-504)**

AND

THE COUNTY OF SONOMA DEPARTMENT OF HEALTH SERVICES

WHEREAS, the Sonoma County Homeless Coalition acting as the local Sonoma County Continuum of Care (hereinafter, "CoC") shall serve the geographic area of the SONOMA COUNTY CONTINUUM OF CARE (CA-504), which encompasses all of Sonoma County, to:

- Create a unified, coordinated, equitable, and integrated system with a clear vision across the community to reduce homelessness;
- Develop a system of care that ensures that all persons experiencing homelessness have a safe, supportive and permanent place to call home;
- Build a future in which there are sufficient resources, political leadership, and community involvement to end homelessness as a permanent fixture in our social landscape;
- Ensure quick access to permanent housing, stable and increased income for participants, strength-based consumer relationships (those relationships which focus on an individuals' strengths and not deficits), effective and financially responsible services and programing, coordination and collaboration with community partners, policy and resource advocacy, and comprehensive community education;
- Collaborate with the Lead Agency and other local partners and agencies in order to ensure there are sufficient programming and services in all regions of Sonoma County;
- Support policies that address disparities in Sonoma County which may be contributing factors to homelessness;
- Commit to principles of equity and inclusion and strive to engage all community members, regardless of background, throughout Sonoma County, especially those whose voices have been traditionally marginalized;
- Pursue upstream investments before problems occur, to reduce overall societal costs, including: diverting those at imminent risk of homelessness, engaging and empowering people who are experiencing homelessness to regain housing stability and their own financial independence, avoiding high criminal justice and hospital costs and negative health outcomes with appropriate housing, income, and access to health services, and aligning public and private efforts to address the problems we share; and

WHEREAS, the CoC adopted a governance charter on December 29, 2021, which included policies and procedures conforming to the U.S. Department of Housing and Urban Development requirements detailed in 24 CFR part 578 to designate an eligible organization to serve as the Lead Agency to provide services outlined in this Memorandum of Understanding; and

WHEREAS, the CoC is represented by its governing body, the Homeless Coalition Board ("The Board"), and the Board is authorized to sign and execute this MOU on its behalf; and

WHEREAS, the Board finds that the County of Sonoma's Department of Health Services ("County") has extensive experience and is capable of serving as the "Lead Agency" to execute the roles and provide the services set forth herein;

NOW, THEREFORE, the parties agree to the following:

ROLES AND RESPONSIBILITIES OF THE DEPARTMENT OF HEALTH SERVICES, IN ITS ROLE AS THE LEAD AGENCY:

1. To the best of its ability the Lead Agency will provide staffing support for CoC mandated activities as long as such staff are available and funded, and that there are no conflicts with Lead Agency internal policies, practices or processes including but not limited to:
 - a. Membership meetings - scheduling, noticing, logistics, agendas, minutes
 - b. CoC Board meetings - scheduling, noticing, logistics, agendas, minutes
 - c. Committee meetings - scheduling, noticing, logistics, agendas, minutes
2. Provides Board and member support, as long as such staff are available and funded, with a particular focus on upholding the CoC's equity goals and strategies, including:
 - a. Maintaining membership lists
 - b. Engaging and inviting potential new members
 - c. Facilitating and supporting Board election processes
 - d. Providing Board and member development and onboarding
3. Maintains all CoC-related documents and recordkeeping functions
4. Engages within and to the community regarding CoC activities
5. Reviews and supports the alignment of local public and private funds, state funds, and federal funds to prevent and end homelessness
6. Ensures that all local public and private funds, state funds, and federal funds align with applicable state and federal procurement rules and requirements and follow proper procurement guidelines.
7. Partners with the Homeless Management Information System (HMIS) Lead to establish appropriate performance targets by population and program in consultation with the CoC and Emergency Solutions Grant (ESG) Program Grantee and sub-recipients
8. Updates and maintains any CoC-related social media (Facebook, etc.)
9. Updates and maintains the CoC website
10. Completes and submits State of California mandated reporting in alignment with standard Lead Agency practices
11. Collect and submit the annual HUD CoC Registration
12. Supports CoC planning efforts, including the development and implementation of a strategic plan
13. Supports the CoC in establishing a vision and pursuing strategic goals for how to carry out the coordination of homeless services across the CoC's geographic area
14. Supports the CoC in setting priorities, allocating resources, and aligning short-term operations and program management with long-term goals and objectives
15. Coordinates and facilitates collaboration among agencies to ensure successful planning and partnership within the CoC geographic area
16. Researches and produces planning materials, including analysis of best practices
17. Provides and/or arranges for training and technical assistance on topics of relevance to the CoC and for agencies not meeting HUD-mandated CoC performance standards
18. Coordinate with the CoC to produce a Point-in-Time Count Census at least once every two years, as well as a Housing Inventory Count

19. Upholds and implements the CoC's equity goals and strategies while maintaining compliance with County policies, practices, and procedures, and all other applicable state, federal and local laws, rules, and regulations, within the activities outlined above
20. In the event there are conflicts or performance issues between the Lead Agency and the CoC, the following steps will be taken:
 - a. Every effort should be expended by both parties, in good faith, to resolve conflicts and performance issues at the start; else those issues should be escalated to the next level:
 - b. Either party should communicate such elevated conflicts or performance issues on either side to both the Director of the Department of Health Services and the Chair of the Homeless Coalition for resolution.
 - c. At the request of a majority of the CoC Board, the County (including the County Executive and Department of Health Services Director) will meet with the CoC Board or its designated representatives to discuss and seek resolution of performance issues related to this MOU, which could include specific issues with staff.

ROLES AND RESPONSIBILITIES OF THE CONTINUUM OF CARE WITH REGARD TO THE LEAD AGENCY:

1. Approve policies and procedures for performance monitoring, evaluation, corrective plans and reporting for all CoC Program and ESG Program recipients and sub-recipients, in compliance with the Lead Agency policies, practices and procedures
2. Ensure that any potential or perceived conflicts of interest are addressed in an effective, open, and timely manner and that those conflicts are communicated and resolved in collaboration with the Director of the Lead Agency or designee(s).
3. Works collaboratively with the Department of Health Services to secure, align, and leverage CoC-dedicated public and private funds, CoC-dedicated state funds, and CoC-dedicated federal funds to prevent and end homelessness.
4. Review annual funding to support Lead Agency staff in their support work of the CoC and provide feedback on resource gaps..
5. Review and approve project applications for state and federal funding, in alignment with the Lead Agency policies, practices and procedures
6. Approve CoC performance targets appropriate for each population and program type.
7. Conduct an annual performance review of the CoC Lead Agency.
8. Review the annual HUD CoC Program Consolidated Application as approved by the Collaborative Applicant, the Point-in-Time Count, and the Housing Inventory Count.
9. Complete an annual review of the CoC Governance Charter.
10. Ensure staff from the Lead Agency are not eligible to vote with the CoC Board.
11. Coordinate with the Director of the Lead Agency or designee(s) prior to requesting support or assistance with activities or projects not outlined in this MOU.

DURATION AND RENEWAL

Except as provided in the TERMINATION section, upon mutual execution, this MOU shall be effective through December 31, 2025 and will renew automatically on January 1 of each year through January 1, 2028 thereafter unless either party gives notification pursuant to the

TERMINATION section. The Parties shall have the option to exercise two one-year contract term extensions thereafter.

GRANTS & FINANCIAL SUPPORT

1. **HUD CoC Program Grant.** A separate MOU may designate the Department of Health Services as the Collaborative Applicant. If approved, this means that the Department of Health Services will be eligible for a grant of CoC planning funds.
2. **CoC Program Planning Grant.** The Department of Health Services, if named the CoC's Collaborative Applicant, is the only entity that may apply to HUD for CoC planning costs.
3. **County General Fund.** Historically, the County has used General Fund monies to subsidize the cost of some of the Lead Agency functions and roles. Following the first year of this agreement, the Department of Health Services Fiscal Unit will provide the CoC Board with a financial overview of the cost to operate the Lead Agency function, which may include the associated costs to operate any other CoC functions such as the Collaborative Applicant, the HMIS Lead, and/or the Coordinated Entry Lead. This overview will include a breakdown of funding sources. The County and the CoC will then use this analysis to determine the best strategy for funding the Lead Agency function, as well as any other related CoC functions. Every effort should be made by all parties to prioritize and ensure administrative costs are fully covered for all support work associated with this MOU and its related Collaborative Applicant MOU.

COMPLIANCE

Both Parties agree to adhere to and comply with HUD's rules and regulations overseeing the Continuum of Care, and all other applicable state, federal and local laws, rules, and regulations. The Parties agree to update, within the HUD-specified timeframe for such change, this MOU and other operational documents, as well as practices and procedures, in order to comply with any updates to HUD regulations, notices, standards, and other applicable laws, rules, and regulations that HUD or other governing bodies dictates in notices or other HUD guidelines.

MERGER, AMENDMENTS, AND NOTICES

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the MOU. Each Party acknowledges that, in entering into this MOU, it has not relied on any representation or undertaking, whether oral or in writing, other than those which are expressly set forth in this MOU. The MOU may only be amended in writing, and any amendment must be mutually agreed upon and signed by both parties to take effect. Notices shall be mailed, emailed or delivered to:

1. Chair of the Sonoma County CoC Board of Directors
2. Director of the Department of Health Services as head of the Lead Agency

TERMINATION

Either party, the CoC and/or the County of Sonoma, may terminate this MOU on a mutually agreed upon timeline no less than six month's written notice to the other party. The termination shall be effective on the date specified in the notice of termination.

APPLICABLE LAW AND FORUM

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

SIGNATURES:

County of Sonoma Department of Health Services

BY: _____
(Signature of Authorized Official)
Nolan Sullivan, Director, Department of Health Services

(Date)

Sonoma County Homeless Coalition Board Chair

BY: _____
(Signature of Authorized Official)

(Typed Name and Title of Authorized Official)

(Date)