

**MODIFICATION NUMBER THREE OF
AGREEMENT FOR SERVICES BETWEEN
COUNTY OF SONOMA AND
SHARED HOUSING AND RESOURCE EXCHANGE CALIFORNIA
DBA SHARE SONOMA COUNTY**
(Version 2025 Aug 12)

On November 8, 2023, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and Shared Housing and Resource Exchange California dba SHARE Sonoma County (hereinafter "Contractor") entered into a services agreement, modified by the parties effective February 28, 2024 as Modification No. 1, and modified by the parties effective January 27, 2025 as Modification No. 2 (hereinafter "Agreement").

Pursuant to Section 13.7 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit B (Fiscal Provisions and Budget) is hereby deleted and replaced in its entirety with the attached Exhibit B (Payment Terms and Conditions).
2. Section 1.5 (Contract Exhibits) is hereby revised to read as follows:

1.5. Contract Exhibits

This Agreement includes the following exhibits, which are hereby incorporated by reference as though fully set forth herein. In the event of a conflict between the terms in the body of this Agreement and any of the following exhibits, the terms in the body of this Agreement shall control.

Exhibit A. Scope of Work

Exhibit B. Payment Terms and Conditions

Exhibit C. Insurance Requirements

Exhibit D. Privacy and Security of Personal and Personally Identifiable Information

Privacy and Security of Personal and Personally Identifiable Information

Exhibit E. United States District Court – Northern District of California – San Francisco
Division – Case No. 18-CV-01955-VC

3. Section 2.1 (Fiscal Provisions and Budget) is hereby revised to read as follows: Exhibit B (Fiscal Provisions and Budget) is now named Exhibit B (Payment Terms and Conditions).
4. Section 2.5.2 (OMB Circular A-133) is hereby revised to read as follows:

2.7.2. Title 2 Code of Federal Regulations Part 200

As a subrecipient of federal awards, Contractor is subject to the provisions of Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter "2 CFR Part 200"). In signing this Agreement, Contractor acknowledges that it understands and will comply with the provisions of 2 CFR Part 200. One provision of 2 CFR Part 200 requires a subrecipient that expends \$1,000,000 in federal awards during its fiscal year to have an audit performed in accordance with 2 CFR Part 200. If such an audit is required, Contractor agrees to provide County with a copy of the audit report within 9 months of Contractor's fiscal year-end. Questions

regarding 2 CFR Part 200 can be directed to the County's Auditor-Controller-Treasurer-Tax Collector's Office – General Accounting Division.

5. Article 3 (Term of Agreement) is hereby revised to read as follows:

3. Term of Agreement

The term of this Agreement shall be from September 15, 2023 to April 30, 2028, unless terminated earlier in accordance with the provisions of Article 4 (Termination).

6. Article 12 (Method and Place of Giving Notice, Submitting Bills, and Making Payments) is hereby revised to read as follows:

12. Method and Place of Giving Notice, Submitting Bills, and Making Payments

All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. mail or courier service. Notices, bills, and payments shall be addressed as follows:

To County	To Contractor
Chris Inclan Health Program Manager Department of Health Services County of Sonoma 1450 Neotomas Avenue, Suite 200 Santa Rosa CA 95405 707-565-4032 chris.inclan@sonomacounty.gov	Amy Appleton Executive Director Shared Housing and Resource Exchange California dba SHARE Sonoma County 2901 Cleveland Ave., Suite 204 Santa Rosa CA 95401 707-772-7262 amy@sharesonomacounty.org

When a notice, bill, or payment is given by a generally recognized overnight courier service, the notice, bill, or payment shall be deemed received on the next business day. When a copy of a notice, bill, or payment is sent by facsimile or email, the notice, bill, or payment shall be deemed received upon transmission as long as: (1) the original copy of the notice, bill, or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date); (2) the sender has a written confirmation of the facsimile transmission or email; and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills, and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this Article 12.

7. Section 13.11 (Settlement-Specific Terms for Homeless Services and Property Handling/Storage Programs) is hereby added to the Agreement as follows:

13.11 Settlement-Specific Terms for Homeless Services and Property Handling/Storage Programs

13.11.1 Background

All County-funded programs involving homelessness services, homeless outreach, the storage or handling of personal property, or the removal of personal property from public property that the Contractor provides under this Agreement are subject to the terms and conditions of the settlement agreement attached to this Agreement as Exhibit E (United States District Court Northern California – District of California – San Francisco Division –

Case No. 18-CV-01955-VC) (hereinafter, "Settlement"). Under the Settlement, the County must require its contractors performing such programs, services, or activities covered by the Settlement to maintain a written reasonable accommodation policy describing the procedure for requesting, reviewing, and implementing accommodations for individuals with disabilities. The Settlement also requires the County to ensure that its contractors providing such programs, services, or activities understand and assist the County in complying with the Settlement's requirements, including by incorporating the Settlement into this Agreement as an exhibit. These requirements apply equally to all subcontractors engaged in performing any portion of the covered programs, services, or activities.

13.11.2 Written Reasonable Accommodation Policy

Contractor shall, by January 1, 2027, develop, maintain, and implement a public written reasonable accommodation policy governing all programs, services, and activities covered by the Settlement. The policy shall describe the procedure for requesting, reviewing, approving or denying, and implementing reasonable accommodations for individuals with disabilities, and shall comply with all applicable federal and state disability rights laws. Contractor shall provide the policy to the County upon request within a reasonable period and shall ensure that all personnel, including subcontractors, involved in performing services under this Agreement are trained on the policy's requirements.

13.11.3 Cooperation with the County in Compliance with the Settlement

Contractor agrees to use reasonable efforts to cooperate with the County to ensure that the programs, services, and activities covered by the Settlement and performed under this Agreement comply with all applicable terms and conditions of the Settlement. Such cooperation includes, but is not limited to, timely communication with County staff; identifying and modifying any existing procedures or practices necessary to support the County's responsibilities under the Settlement; and ensuring that all subcontractors engaged in performing any portion of the covered programs, services, or activities adhere to the same requirements.

Except as expressly modified herein, all terms and conditions of Agreement shall remain in full force and effect.

§ The remainder of this page has intentionally been left blank. §

IN WITNESS WHEREOF, the parties have caused this modification to be duly executed by their authorized representatives this _____ day of _____, 2026.

CONTRACTOR:

Amy Appleton, Executive Director
Shared Housing and Resource Exchange California dba SHARE Sonoma County

Dated

COUNTY OF SONOMA:

Approved; Certificates of Insurance on File with County:

Nolan Sullivan, Director
Department of Health Services

Dated

Approved as to Substance:

Division Director or Designee

Dated

Approved as to Form:

Sonoma County Counsel

Dated

Approved as to Substance:

Privacy & Security Officer or Designee

Dated

Exhibit B. Payment Terms and Conditions

Exhibit B.1 Housing and Housing Retention Supports – Period of Performance: September 15, 2023 – February 28, 2025

Exhibit B.2 Housing and Housing Retention Supports – Period of Performance: March 1, 2025 – June 14, 2027

**Exhibit B.1 Housing and Housing Retention Supports –
Period of Performance: September 15, 2023 – February 28, 2025**

1. Fiscal Responsibilities

In consideration of the obligations to be performed by Contractor herein, Contractor shall be either reimbursed for its actual costs within the spending plan or receive lump sum payments with the capital required to complete master leasing of homes according to the schedule depicted in this Exhibit B. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the sum noted in Section 2.2 (Maximum Payment Obligation) of this Agreement.

1.1. Claiming and Documentation

1.1.1. Time-and-Materials Provision

Contractor shall receive reimbursement for its actual time/materials expenses by submitting a Contractor Reimbursement Request monthly. All costs reported by Contractor in its Contractor Reimbursement Request shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

1.1.2. Lump Sum Provision

For required capital to complete a master leasing of homes, Contractor shall be paid a lump sum. Payment request must include the breakdown of cost used to derive the lump sum amount with documentation. Submission of requests shall occur on an as-needed bases.

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

1.2. No Supplantation

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

1.3. Indirect Cost Rate

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

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

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

1.4. Financial Records

Contractor understands and accepts its obligation to establish and maintain records of all program expenditures for a minimum of seven (7) years after the end date of this Agreement.

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

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

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

1.5. Procurement

No procurement is authorized which is not specifically identified and approved herein. No equipment is to be financed with this grant.

1.6. Funding Contingency

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

2. Transfer of Program Funds/Budget Adjustments

The County's Department of Health Services (DHS) Director or designee is authorized to approve and execute the transfer of funds between cost categories set forth in this Exhibit B, and to approve and execute other changes to the Agreement, so long as such changes do not result in a significant change to the program design or an increase in County's maximum financial obligation as set forth in Section 2.2 (Maximum Payment Obligation) of this Agreement. County's written approval is required prior to the transfer of any program funds between cost categories set forth in this Exhibit B.

3. Closeout

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

4. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

5. Budget – September 15, 2023 – February 28, 2025

Personnel Costs	Position Title	Salary (\$)	FTE	Months	Total (\$)
Systems Support	Housing Locator	131,478	1.00	23	252,000
Delivery of Permanent Housing	SHARE Director Wages	208,696	0.25	23	100,000
				Subtotal Personnel Costs	352,000
Non-Personnel Costs		Unit	Rate	Time	Total (\$)
Delivery of Permanent Housing	Community Houses - Start Up	1.00	155,000	1 time expense	155,000
Delivery of Permanent Housing	Community Houses - Rent Expense	10.00	5,267/month	23 months	1,211,410
Delivery of Permanent Housing	Community Houses - Utilities, Database	10.00	380.82/month	23 months	87,590
				Subtotal Non-Personnel Costs	1,454,000
				Total	1,806,000

5.

**Exhibit B.2 Housing and Housing Retention Supports –
Period of Performance: March 1, 2025 – June 14, 2027**

1. Fiscal Responsibilities

In consideration of the obligations to be performed by Contractor herein, Contractor shall be either reimbursed for its actual costs within the spending plan or receive lump sum payments with the capital required to complete master leasing of homes according to the schedule depicted in this Exhibit B. Notwithstanding the foregoing, the total amount to be paid to Contractor under the terms of this Agreement shall in no case exceed the sum noted in Section 2.2 (Maximum Payment Obligation) of this Agreement.

1.1. Claiming and Documentation

1.1.1. Time-and-Materials Provision

Contractor shall receive reimbursement for its actual time/materials expenses by submitting a Contractor Reimbursement Request monthly. All costs reported by Contractor in its Contractor Reimbursement Request shall be supported by appropriate accounting documentation. The documentation shall establish that County is charged a fair and equitable portion of any indirect or shared costs attributable to services performed under this Agreement.

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For required capital to complete a master leasing of homes, Contractor shall be paid a lump sum. Payment request must include the breakdown of cost used to derive the lump sum amount with documentation. Submission of requests shall occur on an as-needed bases.

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

1.2. No Supplantation

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

1.3. Indirect Cost Rate

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

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

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

1.4. Financial Records

Contractor understands and accepts its obligation to establish and maintain records of all program expenditures for a minimum of seven (7) years after the end date of this Agreement.

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

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

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

1.5. Procurement

No procurement is authorized which is not specifically identified and approved herein. No equipment is to be financed with this grant.

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

2. Transfer of Program Funds/Budget Adjustments

The County's Department of Health Services (DHS) Director or designee is authorized to approve and execute the transfer of funds between cost categories set forth in this Exhibit B, and to approve and execute other changes to the Agreement, so long as such changes do not result in a significant change to the program design or an increase in County's maximum financial obligation as set forth in Section 2.2 (Maximum Payment Obligation) of this Agreement. County's written approval is required prior to the transfer of any program funds between cost categories set forth in this Exhibit B.

3. Closeout

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

4. Repayment

Contractor is responsible for the repayment of all audit exceptions and disallowances taken by County, state, or federal agencies related to activities conducted by Contractor under this Agreement.

5. Budget – March 1, 2025 – June 14, 2027

Personnel Costs	Position Title	Salary (\$)	FTE	Months	Total (\$)
Systems Support	Case Manager	126,000	0.50	36	56,413.64
Systems Support	Operations Manager	126,000	0.55	36	76,036.78
Delivery of Permanent Housing	SHARE Director Wages	50,000	0.30	36	98,110.46
Systems Support	Client Svs Coordinator/Housing Navigator	70,298	0.50	36	35,148.80
Systems Support	Director of Client Services	79,040	0.35	36	27,664.00
Systems Support	Bilingual Case Manager	72,800	0.35	36	25,480.00
Systems Support	Bookkeeper	10,286	0.35	36	3,600.00
Systems Support	Payroll Tax			36	17,808.32
				Subtotal Personnel Costs	340,262.00
Non-Personnel Costs		Unit	Rate	Time	Total (\$)
Delivery of Permanent Housing	Community Houses - Start Up	10.00	155,000	1 time expense	93,400.00
Delivery of Permanent Housing	Community Houses - Rent Expense	10.00	6,000	36 months	1,073,906.00
Delivery of Permanent Housing	Community Houses - Utilities, Database	10.00	\$38k/year	36 months	212,455.01
Administrative Costs	Insurance (GL/Auto/A&M/D&O/Property)				13,292.00
Administrative Costs	Cyber Security Insurance & Monitoring				1,800.00
Administrative Costs	Occupancy & Utilities				19,000
Administrative Costs	Telecommunications				3,000.00

Personnel Costs	Position Title	Salary (\$)	FTE	Months	Total (\$)
Administrative Costs	Web Hosting & Email Acct's Security				2,400.00
Administrative Costs	Accounting Software & Payroll Svs				1,600.00
Administrative Costs	Fiscal Manager				4,200.00
Administrative Costs	Office Supplies				1,334.99
Administrative Costs	Mileage				5,000.00
Administrative Costs	Workers Compensation				900.00
Delivery of Permanent Housing	Security Deposits				22,500.00
Delivery of Permanent Housing	Rental Application Fees				600.00
Delivery of Permanent Housing	Move Out Cleanings & Repairs				5,000.00
Delivery of Permanent Housing	Moving Costs				3,500.00
Delivery of Permanent Housing	Dump Fees				1,850.00
				Subtotal Non-Personnel Costs	1,465,738.00
				Total	1,806,000.00

**Exhibit E. United States District Court – Northern District of California –
San Francisco Division – Case No. 18-CV-01955-VC**

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

JUANITA BUTTERFLY, an individual; and
HOMELESS ACTION!, an unincorporated
association,

Plaintiffs,

vs.

COUNTY OF SONOMA, SONOMA
COUNTY COMMUNITY DEVELOPMENT
COMMISSION, CITY OF SANTA ROSA,
Does 1 to 10, et al.,

Defendants.

Case No. 18-CV-01955-VC

**SETTLEMENT BETWEEN PLAINTIFFS
AND COUNTY DEFENDANTS**

Judge: Hon. Vince Chhabria

Trial Date: March 2, 2026

WHEREAS Plaintiffs Deborah Drake, Samantha Jenkins, Nicholle Vannucci, Steven Robert Singleton, Ellen Brown, and Homeless Action! filed this action against Defendants County of Sonoma, Sonoma County Community Development Commission, and City of Santa Rosa on March 30, 2018 (Dkt. No. 1);

WHEREAS the Parties agreed to, and the Court entered, the Preliminary Stipulated Injunction (Injunction) that remained in place from August 12, 2019, to December 31, 2021 (Dkt. Nos. 109, 109-1, 159);

WHEREAS Plaintiffs Nicholle Vannucci, Juanita Butterfly, Stephanie Somersall, and Homeless Action!. filed their Second Amended and Supplemental Complaint (SAC, Dkt. No. 194) on August 18, 2022, and the SAC is the operative complaint in this matter;

WHEREAS the SAC alleges violations of the Eighth, Fourteenth, and Fourth Amendments; analogous state constitutional claims; and disability discrimination in violation of both federal and state civil rights statutes;

WHEREAS the SAC seeks injunctive and declaratory relief but not damages;

WHEREAS the current Plaintiffs in this matter are Juanita Butterfly and Homeless Action!, all other Plaintiffs having previously voluntarily dismissed their claims;

WHEREAS the United States Supreme Court issued its decision in *City of Grants Pass, Oregon v. Johnson*, 603 U.S. 520 (2024) on June 28, 2024, holding that local governments' enforcement of anti-camping ordinances against unhoused individuals does not violate the Eighth Amendment's prohibition against cruel and unusual punishment;

WHEREAS Plaintiffs have notified Defendants and the Court of their intention to dismiss their first and second causes of action in light of the Supreme Court's decision in *Grants Pass*;

WHEREAS Plaintiffs Juanita Butterfly and Homeless Action! and Defendants County of Sonoma and Sonoma County Community Development Commission wish to resolve Plaintiffs' remaining claims against County Defendants without further litigation;

Plaintiffs and County Defendants therefore AGREE as follows:

1. Definitions

- a. **County Defendants** means the County of Sonoma and Sonoma County Community Development Commission including all their respective departments, employees, assigns, contractors, and agents acting on behalf of one or more County Defendants with respect to the programs, services, and activities described in this Settlement.

- b. **Shelter facility or shelter facilities** means any facility or program, that is owned, operated, or funded by County Defendants, the primary purpose of which is to provide a temporary shelter with on-site supportive services for the homeless in general or for specific populations of homeless individuals, and which does not require occupants to sign leases.
- c. **Party or Parties** means, individually, any of the County Defendants or Plaintiffs, and collectively, the County Defendants and Plaintiffs.
- d. **Plaintiffs** means Juanita Butterfly an individual. and Homeless Action!, an unincorporated association based in Santa Rosa. California.
- e. **Reasonable accommodation(s)** means any change or adjustment to government programs, services, or activities that permit a qualified applicant with a disability to participate in or enjoy the benefits, rights and privileges of the program, service, or activity equal to those enjoyed by persons without disabilities as mandated under Title II of the Americans with Disabilities Act, federal and state fair housing laws, Section 504 of the Rehabilitation Act of 1974, and Government Code section 11135.
- f. **Public property** is any property owned by either of the County Defendants that is normally open to the general public where the County has law enforcement jurisdiction. "Public property" does not include the following:
 - i. A school;
 - ii. Property for which a permit must be acquired for members of the public to use;
 - iii. Property which is locked, fenced, and posted as "No Trespassing"; and/or

- iv. Property which is subject to a leasehold interest or other possessory interest of a nongovernmental lessee, licensee, or manager that is operated as a private business.

2. Pre-Removal and Post-Removal Notice

- a. County Defendants shall ensure that, any time they engage in activities that will cause the removal of the personal property of unhoused individuals from public property, they will provide both Pre-Removal Notice and Post-Removal Notice consistent with the terms described in this section.
- b. Prior to any action to remove unhoused individuals' personal property from public property, County Defendants must provide Pre-Removal Notice that meets or exceeds the following requirements:
 - i. Advanced written notice shall be both provided to individuals who are present and posted conspicuously on or near the area at a reasonable time and in a reasonable manner to effectively give people sufficient time to collect and move their belongings and to fully relocate. Advanced written notice shall be posted at least 10 hours prior to the removal action, unless a shorter notice is necessary to alleviate an immediate threat to health or safety.
 - ii. Pre-Removal Notices must include:
 - 1. Names, locations, and contact information of any emergency shelters within the Defendant's jurisdiction.
 - 2. Information on the types of belongings that may be discarded as provided in section 3.d, below.

3. Information about where any seized belongings will be stored and how long they will be stored.
 4. Information about how to request reasonable accommodations as provided in section 4, below.
- c. After one or more County Defendants takes action to remove personal property from public property, including through the seizure of personal property, that County Defendant shall post written Post-Removal Notice conspicuously on or near the area from which the items were removed that includes all of the following information:
- i. A written description of the property removed, disposition of each property removed (e.g. storage, disposal, destruction);
 - ii. Where to call to inquire about the storage of personal property that was removed;
 - iii. The address where a person whose belongings were removed can go to ask about the stored property, including, if applicable, which department or person they should ask for;
 - iv. How long property will be stored, and how the property can be claimed;
 - v. If County Defendants remove items of personal property from public property without storing those items—e.g., if County Defendants dispose of or destroy the items—the Post-Removal Notice shall describe any items that were not stored, the reason they were not stored, and the disposition of the items (e.g., destruction), and identification (e.g., name, title) of the person authorizing that the items be removed without being stored.

- d. County Defendants shall, consistent with the deadlines set forth in section 6, below, have and maintain written policies requiring Pre-Removal Notice and Post-Removal Notice that meet the requirements of this section.

3. Treatment of Personal Property

a. Unattended Property

- i. Unattended personal items that County Defendants intend to remove, regardless of size or value, shall be collected, recorded, and stored in a manner that provides for retrieval of the items by their owner for at least 90 days.
- ii. Only items listed below under "Items that May Be Discarded" in subsection 3.d, below, may be discarded immediately.
- iii. Upon removal of unattended property from public property, County Defendants shall post a Post-Removal Notice that meets the requirements of section 2, above, near the same area from which the unattended items were removed;
- iv. Under no circumstances shall employees, contractors, or other agents of County Defendants take or keep for themselves unattended personal items or allow other personnel to do the same.

b. Abandoned Property

- i. County Defendants are not required to store property that has been abandoned by its owner. In determining if property is abandoned, County Defendants shall evaluate the facts and circumstances surrounding the items to determine whether the totality of the circumstances indicate an

intent by the property's owner to permanently relinquish possession of the items.

ii. By way of example:

1. Unattended items that are packed, stacked, organized, or bundled in a manner that indicates their owner intends to retrieve them typically will not be considered abandoned.
2. Unattended tents, tarps, and other items that can be used for safety and shelter will typically not be considered abandoned.
3. Items that are broken to the point of being unusable and not stored with other usable items will typically be considered abandoned.
4. Items that are obvious garbage and have no conceivable use, such as empty food wrappers and containers, will typically be considered abandoned. However, recyclable materials, such as CRV-labeled bottles and cans, that are organized in a pile, bag, or other manner will typically not be considered abandoned because they can be used to generate income.

iii. The following types of items shall never be considered abandoned:

1. Government-issued identification documents, including but not limited to: driver's license, Real ID, Social Security card, passport, birth certificate, consular ID;
2. EBT cards;
3. Prescription medications in their original, pharmacy-labeled containers;

4. Legal documents and school forms;
 5. Medical and mobility devices (e.g., wheelchairs);
 6. Cellular phones;
 7. Laptop computers.
- iv. When there is a third-party present who states that they have been designated to watch or secure the items during the owner's temporary absence, the items are not considered abandoned but will be subject to the attended items policy (below). County Defendants shall not threaten such individuals with arrest for attempting to secure property during the owner's absence.
- v. If it is unclear whether property is abandoned or merely unattended, County Defendants shall not assume that it is abandoned.

c. Attended Items

- i. Upon commencement of any action by County Defendants to remove or cause removal of homeless individuals and/or their personal property from public property, County Defendants shall provide the owner sufficient time to collect and move their belongings, taking into account any special needs that individual may have (including physical or mental needs), the volume of his or her belongings, and the possibility that removal will take more than one trip;
- ii. If the owner is unwilling or unable to collect and move their belongings, County Defendants shall give oral and written notice that the items will be collected if they are not moved by the owner.

- iii. After waiting a reasonable period of time following the oral and written notice, taking into account any special needs that individual may have, County Defendants may then collect and store unremoved belongings; and, if attended items are collected for storage, they shall provide the owner with a Post-Removal Notice, as described above, and a receipt.
- iv. County Defendants shall not use threats of citation, arrest, or other punishment solely to force individuals to abandon their property.
- v. Individuals with disabilities who need more time or other assistance to move their belongings as the result of their disabilities may request reasonable accommodations with respect to the removal of their property, even if other reasonable accommodations have already been provided. *See* section 4, Disability Access and Reasonable Accommodations, below.
- vi. If an individual affirmatively consents to County Defendants removing their attended personal property for storage, County Defendants may remove items for storage following a period that is shorter than the requisite notice period set forth in subsection 2.b.i. above. The individual's affirmative consent must be documented in writing and on body-worn camera for this exception to apply. Additionally, this exception does not apply where County Defendants are removing items for disposal or destruction.

d. Items That May Be Discarded

- i. The following items, if found unattended or left behind by unhoused individuals who are forced to leave public property, do not need to be stored:
1. Toxic sharps, flammable or noxious chemicals, and other hazardous items whose collection and/or storage present an immediate threat to health and safety that cannot be mitigated via reasonable safety precautions.
 2. Items that are soiled by infectious materials, such as human waste, body fluids, mold or mildew.
 3. Items that are confirmed to be infested by rodents or insects.
 4. Perishable items or perishable food.
 5. Contraband and items that are illegal for individuals to possess such as illegal drugs, illegal drug paraphernalia, or illegal weapons, unless being collected for evidence.
 6. Trash, garbage, and/or debris. This includes property that appears to have been discarded by its owner and broken appliances or broken furniture.
 7. Items that cannot be stored due to health and safety risks.
 8. Shopping carts of the type that are used by retail stores. Shopping cart does not include a wagon or other similar wheeled, manual-powered cart for transporting belongings. Additionally, personal property stored inside a shopping cart must be stored unless it falls within another exception listed in this subsection.

9. Abandoned property, as described above.
- e. Any items that are co-mingled or littered with needles, human waste or other health risks, may be disposed of in their entirety, and County Defendants are not required to sort through and attempt to remove the health or safety risks. Any items that are not stored due to alleged health and safety risks must be disposed of consistent with applicable safety guidelines (e.g., for disposal of biohazards, sharps, flammable substances, etc.).
 - f. County Defendants shall not impose a minimum dollar value or maximum size for property to be stored, and they shall not discard property based solely on its estimated monetary value or size.
 - g. Documenting Seizure and Disposition of Property
 - i. Any time County Defendants remove personal property of unhoused individuals (or that is suspected to belong to unhoused individuals), from public property, they must document the removal, including the following:
 - 1. Photograph(s) and/or video(s) of the property removed;
 - 2. Written description of the property removed;
 - 3. Written description of the disposition of the property removed (e.g., storage, disposal, destruction);
 - 4. For any property that is removed but not stored or is discarded, the reasons for not storing the item(s);
 - 5. Digital photograph(s) of any Post-Removal Notice;
 - 6. Name and title of person authorizing the removal of the property.

h. Storage

- i. Personal items shall be stored at a location to be designated by County Defendants.
- ii. While stored, the property can be claimed by their owners Monday through Friday, 9:00 a.m. to 3:00 p.m.
- iii. After 90 days, unclaimed items may be discarded. However, County Defendants shall have a process for extending the 90-day period for a reasonable time in situations where an individual is unable to retrieve their property due to circumstances beyond their control, e.g., due to disability, temporary absence from the County, or incarceration. The process shall allow for an advocate appointed by the individual to make the extension request for them.
- iv. To claim their property, owners must provide satisfactory proof of ownership, i.e., describing the location of the items when collected or describing the specific items that were collected. No government or photo identification will be required. No fee shall be charged for the temporary storage of items, including when the storage period is extended by a County Defendant for a reasonable amount of time pursuant to h.iii, above.
- i. County Defendants shall, consistent with the deadlines set forth in section 6, below, have and maintain written policies regarding the treatment of personal property that meet the requirements of this section.

4. Disability Access and Reasonable Accommodations

a. County Defendants shall comply with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and Government Code 11135, including through the provision of reasonable accommodations and reasonable modifications, in their programs, services, and activities related to homelessness. The Sonoma County Sheriff's Office and the Regional Parks Department will incorporate into their policies, procedures, and/or manuals for their relevant units who interact with unhoused individuals the following language:

- i. Many homeless people have physical and/or mental disabilities, and sheriff deputies/park rangers/employees/contractors must provide reasonable accommodations where necessary and appropriate in their interactions with disabled individuals.
- ii. A reasonable accommodation is a change in a policy, procedure, or practice that is necessary to provide a person with a disability meaningful access to a program or service. Examples of accommodations that might be appropriate in interactions with homeless persons include:
 1. Providing additional time when a person with mobility impairment cannot move their belongings on their own or when a person with a mental health disability cannot immediately comply with instructions to move themselves or their belongings due to acute mental health symptoms:

2. Giving second chances to comply with instructions when a person's failure to comply was the result of disability symptoms:
 3. Using alternative communication means and formats of communication, if practical and available, such as sign language interpretation, providing information both orally and in writing, using large print, or other alternative formats, etc.
- b. County Defendants shall ensure that the policies and procedures for all County homeless services (e.g., HEART) also include language that specifies the duty to provide reasonable accommodations to people with disabilities in accordance with the Americans with Disabilities Act, Section 504 of the Rehabilitation Act, and Government Code 11135.
 - c. The County shall require all organizations and companies with which it contracts to carry out the programs, services, and activities related to homelessness and the handling of unhoused individuals' personal property to have a written reasonable accommodation policy detailing the procedure for requesting, reviewing, and implementing accommodations to their programs, services, and activities for people with disabilities.

5. Minimum Due Process Requirements in Shelter Facilities

County Defendants shall adopt and enforce minimum due process requirements for exits from shelter facilities, including the following minimum requirements:

- a. Advance written notice that explains the reason for the exit, unless the individual has already self-exited or the individual's continued occupancy poses a direct threat to health or safety as defined by paragraph (3) of subdivision (b) of section 12179 of Title 2 of the Code of California Regulations;
- b. When advance written notice is provided, County Defendants shall advise in writing of the right to and process for appealing the exit;
- c. Individuals must be provided an opportunity to submit a request for a hearing to appeal the exit within five business days of receipt of written notice, and for that appeal to be decided by a decisionmaker who is different from, and not subordinate to, the person or persons who made the decision to exit the individual;
- d. A written decision that explains the reason why the decision to exit the individual is being upheld, reversed, or modified;
- e. The ability to request a reasonable accommodation at any point in the exit and appeal process;
- f. The ability to be assisted and/or represented by an advocate in the appeal. The advocate does not need to be an attorney;
- g. The ability to remain at the placement while appeal of the exit is pending, unless the individual has already self-exited or the individual's continued occupancy poses a direct threat to health or safety as defined by paragraph (3) of subdivision (b) of section 12179 of Title 2 of the Code of California Regulations;
- h. The ability to retrieve any belongings at the shelter upon exit.

6. Written Policies

- a. County Defendants shall have written policies consistent with the requirements of Sections 2, 3, 4, and 5, subject to the timelines set forth in this section.
- b. County Defendants shall review their existing policies for consistency with the requirements of the Settlement and, within 15 days of execution of the Settlement, shall provide Plaintiffs, via their counsel with the following:
 - i. Identification and copies of all relevant policies and procedures that County Defendants have determined are already consistent with the requirements of sections 2, 3, 4, and 5, above;
 - ii. Identification and copies of all relevant policies and procedures that County Defendants have determined must be amended in order to comply with the requirements of sections 2, 3, 4, and 5, above;
 - iii. Identification of all new policies and procedures that must be adopted in order to comply with Sections 2, 3, 4, and 5, above.
- c. For any policies that must be revised or adopted in order to comply with the Settlement, County Defendants shall adopt those policies within 180 days of the execution of the Settlement.
- d. For any policies that must be revised or adopted in order to comply with the Settlement, County Defendants shall provide drafts of the policies to Plaintiffs' counsel, at least 30 days prior to their adoption.
- e. County Defendants shall require any contractors, grantees, and other agents that provide homeless services, homeless outreach, property storage, removal of personal property from public property, or other programs, services, activities

affected by the Settlement on behalf of Defendants to comply with the terms of this Settlement. Defendants shall require the Settlement to be included as an exhibit to any contracts or MOUs affected by the Settlement no later than the earlier of:

- i. The date of any amendment, renewal, or modification; or
 - ii. 180 days prior to the expiration of the Settlement period, detailed below in section 8.
- f. The terms of this Settlement are intended to provide minimum standards, and nothing in this Settlement shall prevent County Defendants from adopting policies that are more protective of the rights of unhoused individuals.
- g. If, during the term of the Settlement, County Defendants amend one or more of its policies relevant to sections 2, 3, 4, and 5, above, they shall provide Plaintiffs' counsel with a copy of the proposed amended policy at least 15 days before the policy amendment is scheduled to go into effect.
- h. County Defendants shall provide copies of draft and final policies to Plaintiffs via email to their counsel, California Rural Legal Assistance, Inc., and the Public Interest Law Project.

7. Individual Relief for Plaintiff Juanita Butterfly

County Defendants shall pay to Plaintiff Juanita Butterfly \$250 upon execution of this settlement.

8. Availability of Records to Plaintiffs

a. County Defendants shall provide the following documentation of compliance with the Settlement to Plaintiffs, via Plaintiffs' counsel, during the term of the Settlement, as follows:

i. Plaintiffs may at any time request County Defendants to provide them with the following documents in County Defendants' possession by requesting them via email to the Sonoma County Department of Health Services (solvehomelessness@sonomacounty.gov) or as otherwise directed by County Defendants:

1. Notices provided pursuant to section 2, above.
2. Photographs and other documentation maintained pursuant to subsection 3.g., excluding body worn camera footage, above.
3. Documentation of consent to remove and store property collected pursuant to subsection 3.c.vi., above.
4. Copies of the current versions of all policies required by section 6, above.
5. Training materials used to train staff, contractors, or others about the requirements of this Settlement or of policies enacted pursuant to this Settlement.
6. Copies of contractors' policies required by subsection 4.c., above.

ii. Upon receiving Plaintiffs' request for any of the above documents, County Defendants shall provide the documents within fourteen (14) business days of the date of the request.

- iii. Nothing in this section shall be interpreted as a limitation on Plaintiffs' or their counsel's ability to obtain public records from County Defendants pursuant to the California Public Records Act.

9. Enforcement of Settlement

- a. The Settlement shall remain in effect for a period of three (3) years from the date of execution.
- b. Nothing in this Settlement shall require County Defendants to maintain policies or practices that violate any provision of state or federal law. If any change in state or federal law necessitates or requires amendment to Defendants' policies relevant to sections 2, 3, 4, and 5, above that would render those policies inconsistent with the Settlement, Defendants agree to meet and confer with Plaintiffs before adopting those amendments.
- c. This Settlement may be enforced by any party hereto by a motion in the United States District Court prior to dismissal of the action, or by any other procedure permitted by law, both by express agreement of the Parties hereto and notwithstanding any provisions of law regarding mediation confidentiality.
- d. In the case of a violation or alleged violation of this Settlement, the Parties agree to meet and confer before seeking any judicial enforcement of the terms of the Settlement.
- e. In any action brought to enforce this Settlement, the prevailing party shall be entitled to recover their reasonable attorneys' fees and costs.

10. Dismissal of Action

Plaintiffs shall dismiss this action with prejudice as to Defendants County of Sonoma and Sonoma County Community Development Commission within thirty (30) days after the County Defendants' performance of all terms set forth in paragraphs 2, 3, 4, 5, 6, 7, and 11 of the Settlement.

11. Attorneys' Fees

County Defendants shall pay Plaintiffs' attorneys' fees in the amount of two hundred seventy-five thousand dollars (\$275,000), payable to California Rural Legal Assistance, Inc.. within 15 days of the execution of this settlement.

12. Mutual Release and Waiver of Liability

- a. In consideration of the matters set forth above, the undersigned Parties shall, and hereby do, waive, release and relinquish any and all claims or causes of action (including attorney's fees and costs) that each may now and hereafter have against one another arising from or related to the facts and circumstances referenced in the Recitals, above or any other facts or circumstances raised by the remaining claims in this action.
 - i. This waiver and release is made specifically on behalf of each Party, individually and on behalf of his/her heirs, successors, representative, assigns and/or any and all related parties and anyone acting on their behalf. Such waiver and release shall and does inure to the benefit of the undersigned Parties for the facts and circumstances in the above-mentioned recitals and the claims set forth in this lawsuit.
 - ii. This waiver and release is intended to and shall include all claims of every kind, known or unknown, that has arisen or may hereafter arise from the

facts and circumstances in the above-mentioned recitals, arising from, raised by, related to, or referenced in the remaining claims in this action. For such purposes, each Party acknowledges the provision of Section 1542 of the Civil Code of the State of California and hereby knowingly waives the benefits of such provisions after having had full opportunity to consult with independent counsel regarding this matter. The Parties understand that the said Section 1542 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.


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(Initials)

- b. The Parties hereby represent and warrant that none of them has assigned, transferred, encumbered, or hypothecated any claim of right or cause of action which is the subject matter of this Settlement.
- c. Plaintiffs hereby represent and warrant that except for the remaining claims in this action, none of them has filed or commenced any currently pending legal or administrative proceeding against County Defendants concerning the facts or circumstances of the above recitals or other facts or circumstances raised by or referenced in the remaining claims in this action, nor do they intend to file or commence any such proceeding.

facts and circumstances in the above-mentioned recitals, arising from, raised by, related to, or referenced in the remaining claims in this action. For such purposes, each Party acknowledges the provision of Section 1542 of the Civil Code of the State of California and hereby knowingly waives the benefits of such provisions after having had full opportunity to consult with independent counsel regarding this matter. The Parties understand that the said Section 1542 provides:

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(Initials)

- b. The Parties hereby represent and warrant that none of them has assigned, transferred, encumbered, or hypothecated any claim of right or cause of action which is the subject matter of this Settlement.
- c. Plaintiffs hereby represent and warrant that except for the remaining claims in this action, none of them has filed or commenced any currently pending legal or administrative proceeding against County Defendants concerning the facts or circumstances of the above recitals or other facts or circumstances raised by or referenced in the remaining claims in this action, nor do they intend to file or commence any such proceeding.

13. Change in Law; Good Faith Negotiation

If any change in applicable law or regulation materially affects the rights or obligations of either Party under this Settlement, the Parties shall meet and negotiate in good faith to amend the Settlement as necessary to comply with such change.

14. Taxable Income

County Defendants make no representations or warranties whatsoever concerning the impact of this Settlement on taxable income of Plaintiffs or Plaintiff's attorney, or concerning whether amounts received are or are not subject to any type or description of tax by any federal, state or local authority. Plaintiffs and their counsel are invited to seek the advice of their own tax professionals prior to entering into this Settlement.

15. Entire Agreement

Plaintiffs and County Defendants understand and warrant that this Settlement contains the entire agreement between the Parties. There are no promises, inducements or assurances not expressed in this Settlement which have been made by the Parties to each other regarding the remaining claims in this action.

16. Invalidity Provision

The invalidity of any provision of this Settlement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.


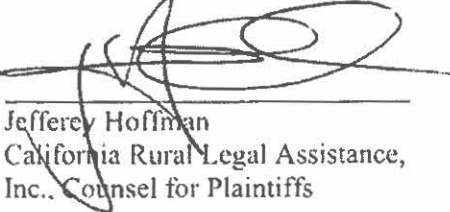
17. Representation by Competent Counsel

The Parties acknowledge that they have been represented by competent legal counsel. Plaintiffs acknowledge that each of them has discussed this Settlement with their legal counsel, and has been advised of and understand its meaning, and has been advised of and understand legal consequences. Plaintiffs further acknowledge that the terms and conditions

of this Settlement have been accurately translated into their native language and that each Plaintiff freely and voluntarily enters into this Settlement, and assumes the responsibility of its legal consequences.

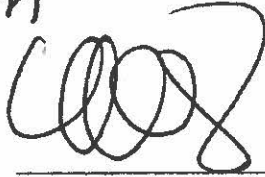
The Parties, by their respective signatures below, enter into this Settlement, effective on the date of the latest signature.

APPROVED AS TO CONTENT

DATE	SIGNATURE/NAME/TITLE
_____	_____ Rebecca Hermosillo Chair, Sonoma County Board of Supervisors
_____	_____ Rebecca Hermosillo Chair, Board of Commissioners Sonoma County Community Development Commission
_____	_____ Juanita Butterfly, Plaintiff
2/9/2026	_____ <small>DocuSigned by:</small>  <small>07546E6A874449A</small> Gail Simons For Homeless Action, Plaintiff
Approved as to form. 2/10/2026	_____  Jefferey Hoffman California Rural Legal Assistance, Inc., Counsel for Plaintiffs

APPROVED AS TO FORM

2/9/2026



Melissa A. Morris
Public Interest Law Project,
Counsel for Plaintiffs

APPROVED AS TO FORM

DATE

SIGNATURE/NAME/TITLE

Feb 18, 2026

Joshua Myers

Joshua Myers
County Counsel

Signature:



Rebecca Hermosillo (Feb 18, 2026 07:54:47 PST)

Email: Rebecca.Hermosillo@sonomacounty.gov

Signature:



Email: Joshua.Myers@sonomacounty.gov




2026_02.09_County Settlement_Final with Plaintiffs' Signatures

Final Audit Report

2026-02-18

Created:	2026-02-17
By:	Ali Ostello (Ali.Ostello@sonomacounty.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAALmvui1zRFsjIRvP1Ev8stdOS_P8OHVO4

"2026_02.09_County Settlement_Final with Plaintiffs' Signatures" History

-  Document created by Ali Ostello (Ali.Ostello@sonomacounty.gov)
2026-02-17 - 10:22:08 PM GMT- IP address: 209.77.204.154
-  Document emailed to Rebecca Hermosillo (Rebecca.Hermosillo@sonomacounty.gov) for signature
2026-02-17 - 10:40:55 PM GMT
-  Email viewed by Rebecca Hermosillo (Rebecca.Hermosillo@sonomacounty.gov)
2026-02-18 - 3:53:23 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Rebecca Hermosillo (Rebecca.Hermosillo@sonomacounty.gov)
Signature Date: 2026-02-18 - 3:54:47 PM GMT - Time Source: server- IP address: 201.167.17.158
-  Document emailed to Joshua Myers (Joshua.Myers@sonomacounty.gov) for signature
2026-02-18 - 3:54:49 PM GMT
-  Email viewed by Joshua Myers (Joshua.Myers@sonomacounty.gov)
2026-02-18 - 3:56:23 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Joshua Myers (Joshua.Myers@sonomacounty.gov)
Signature Date: 2026-02-18 - 3:57:04 PM GMT - Time Source: server- IP address: 50.228.223.25
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