

**MODIFICATION NUMBER TWO OF  
AGREEMENT FOR SERVICES BETWEEN  
COUNTY OF SONOMA AND  
SONOMA COUNTY COMMUNITY DEVELOPMENT COMMISSION**

On July 1, 2023, the County of Sonoma, a political subdivision of the State of California, (hereinafter "County") and Sonoma County Community Development Commission (hereinafter "Contractor") entered into a services agreement, modified by the parties effective December 13, 2024 as Modification No. 1 (hereinafter "Agreement").

Pursuant to Article 9 (Merger) of the Agreement, the parties hereby evidence their intent and desire to modify the Agreement as follows:

1. Exhibit A (Scope of Work) is hereby deleted and replaced in its entirety with the attached Exhibit A (Scope of Work).
2. Section 2.1 is hereby revised to read as follows:

2.1. The term of this MOU shall be from July 1, 2023 through June 30, 2026 unless terminated earlier in accordance with the provisions of Article 2 (Term and Termination).

3. Article 3 (Payment) is hereby revised to read as follows:

3. Payment

In no event shall County be obligated to pay Contractor more than the total sum of \$676,033 under the terms and conditions of this Agreement.

4. Article 4 (Departmental Communication) is hereby revised to read as follows:

4. Departmental Communication

All notices and reports shall be made in writing and addressed to:

Department of Health Services	Community Development Commission
James Alexander Director Homelessness Division Administration Services Department of Health Services County of Sonoma 1450 Neotomas Avenue, Suite 200 Santa Rosa CA 95405 707-565-4096 james.alexander@sonoma-county.org	Michelle Whitman Director Sonoma County Community Development Commission 141 Stony Circle, Suite 210 Santa Rosa CA 95401 707-565-7521 michelle.whitman@sonoma-county.org

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 \_\_\_\_\_, 2025.

**CONTRACTOR:**

\_\_\_\_\_  
Michelle Whitman, Director  
Sonoma County Community Development Commission

\_\_\_\_\_  
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

4/25/2025

Approved as to Substance:

\_\_\_\_\_  
signed on behalf of Joshua Fabugais  
Privacy & Security Officer or Designee

\_\_\_\_\_  
04/08/2025

\_\_\_\_\_  
Dated

**Exhibit A. Scope of Work**

The Interdepartmental Multidisciplinary Team (IMDT) Solving Obstacles for Unsheltered Lives (SOUL) shall address the comprehensive case management needs of individuals experiencing and at risk of homelessness. The IMDT SOUL is composed of specialized teams of case workers and support staff of different competencies to meet individual case management needs. The IMDT Homeless Encampment Access and Resource Team (HEART) and SOUL teams include Alcohol and Other Drug Services (AODS) counselors, Behavioral Health Clinicians (BHC), Senior Client Support Specialists (SCSS), Public Health Investigators, Senior Office Assistants (SOA), Social Service Worker IIIs (SSW III), Social Service Supervisor I (SSS I), Senior Eligibility Specialists, and a Program Planning and Evaluation Analyst (PPEA).

The IMDT collaborates with Safety Net Departments and community-based organizations (CBO), many of whom send representatives to weekly multi-disciplinary team meetings for case management and problem solving, and others of whom participate and support IMDT clients and objectives outside of regular meetings.

The Housing Negotiator/Inspectors shall liaise with the collective IMDT and authorized partners both during and outside weekly team case management meetings to link IMDT clients with permanent housing coupled with case management and other supports.

**CDC Responsibilities**

- CDC shall provide one (1) full-time Housing Negotiator/Inspector to recruit and engage landlords to identify potential rental properties, negotiate financial arrangements to encourage landlords to rent to those receiving subsidies through the Sonoma County Housing Authority; fill out applications, and advocate on behalf of participants with potential landlords; arrange for shared or innovative housing arrangements for participants when appropriate; and complete initial inspections of rental units for habitability standards prior to move in.
- Housing Negotiator/Inspector funded through this MOU shall coordinate with IMDT SOUL and partners to find appropriate housing and funding for participants.
- Housing Negotiator/Inspector funded through this MOU shall work with clients to identify, and apply for, housing opportunities outside of the homeless service system including, but not limited to applying to affordable housing waitlists.
- Housing Negotiator/Inspector funded through this MOU shall help clients who are referred to housing opportunities through the local Coordinated Entry system to gather documentation and complete intake paperwork with the prospective housing provider.
- Housing Negotiator/Inspector funded through this MOU shall collaborate with IMDT SOUL and partners to develop IMDT programs, policies, and procedures. This collaboration includes coordination of operational issues, program evaluation, and the development of performance measures and reporting tools.
- Housing Negotiator/Inspector funded through this MOU shall be located at Sonoma County Housing Authority offices at 141 Stony Circle, Suite 210, Santa Rosa, CA. The position shall be supervised by CDC staff, but report to the IMDT Health Program Manager for day-to-day duties and direction related to work with IMDT clients.

- The Housing Negotiators/Inspector funded through this MOU shall provide participation and outcome data to DHS Quarterly or upon request.
- CDC shall work with DHS to develop data reporting expectations and reporting requirements.
- The Housing Negotiators/Inspector funded through this MOU shall utilize ICM software for brief documentation and case updates related to work that supports case management.

#### Department of Health Services Responsibilities

- DHS shall refer participants for housing navigation assistance through the designated CDC referral process.
- DHS shall ensure that individuals referred are stable and ready for permanent housing as well as have the necessary supportive services and other supports to optimize success.
- DHS shall determine the duration of housing stabilization support, including extensions and length of financial assistance, but stabilization supports shall be available for no less than six months after a client is housed.
- DHS shall require participants to sign an IMDT release of information (ROI) that authorizes the exchange of confidential information between all IMDT authorized partners and departments, which include DHS and CDC.
- DHS shall take the lead on program development in consultation with the CDC.
- Both DHS and CDC shall organize and plan meetings between DHS and CDC staff as needed. DHS shall take the lead on organizing IMDT-related meetings.
- DHS shall provide training and access to ICM software.

#### Fiscal Provisions

##### **Compensation**

As compensation for services contemplated by this original MOU and Modification No. 1 to this MOU, CDC received a maximum of \$187,500 for FY 23-24 and a maximum of \$251,033 for FY 24-25 (up to a maximum total for 2 years of \$438,533) for the services provided by 1.0 FTE Housing Negotiator/ Inspector (July 1, 2023 – June 30, 2025). Funded via Sonoma County Measure O; May 9, 2023 Board Item.

As compensation for services contemplated by this Modification No. 2, CDC shall receive a maximum of \$237,500 per FY (includes salary/benefits and overhead) for the services provided by 1.0 FTE Housing Negotiator/Inspector (July 1, 2025 – June 30, 2026). Funded via Sonoma County Measure O; June 3, 2025 Board Item.

Total Compensation:  $\$438,533 + 237,500 = 676,033$

##### **Cost Claims**

CDC shall submit to DHS quarterly cost reports for which reimbursement is sought.

CDC shall not claim reimbursement under this MOU for expenditures reimbursed or financed by any other federal, state, or local government source. No supplantation of program financing by CDC is contemplated or allowed.