

Sonoma Commission Community Development Commission
Housing Authority • Redevelopment Agency
1440 Guerneville Road, Santa Rosa, CA 95403-4107

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of March 01, 2022 is by and between the Sonoma County Community Development Commission, a public body corporate and politic (hereinafter "Commission"), and The Center for Common Concerns, Inc., dba Homebase (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified consultant, experienced in the preparation of strategic and related services; and

WHEREAS, in the judgment of the Commission, it is necessary and desirable to employ the services of Consultant for strategic planning services.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

A G R E E M E N T

I. Scope of Services.

1.1 Consultant's Specified Services.

Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation With Commission. Consultant shall cooperate with Commission and Commission staff in the performance of all work hereunder.



1.3 Performance Standard. Consultant 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 Consultant's profession. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant 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 Commission shall not operate as a waiver or release. If Commission determines that any of Consultant's work is not in accordance with such level of competency and standard of care, Commission, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with Commission to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time Commission, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from Commission.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by Commission to be key personnel whose services were a material inducement to Commission to enter into this Agreement, and without whose services Commission would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of Commission. With respect to performance under this Agreement, Consultant shall employ the following key personnel:
 - Project Lead: Amanda Wehrman
 - Project Staff: Lauren Larin
 - Project Staff: Melissa Hong
 - Subject Matter Expert: Katricia Stewart
 - Subject Matter Expert: Collin Whelley
 - Project Support: Tania Morales
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment.

For all services and incidental costs required hereunder, Consultant shall be paid in accordance with the following terms:

For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in **Exhibit B**, provided, however, that total payments to Consultant shall not exceed **\$86,004**, without the prior written approval of Commission. Consultant shall submit its bills in arrears on a monthly basis in a form approved by Commission's Auditor and the Head of the Commission Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of Commission business after presentation of an invoice in a form approved by the Commission for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the Commission.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the Commission shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, Commission requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the Commission requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant agrees to promptly notify the Commission of any changes in the facts. Forms should be sent to the Commission pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide Commission with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from March 01, 2022 to December 31, 2022 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, Commission shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner

herein provided, or otherwise violate any of the terms of this Agreement, Commission may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.

In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to Commission all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement and shall submit to Commission an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.

4.4 Change in Funding.

Consultant understands and agrees that Commission shall have the right to terminate this Agreement immediately upon written notice to Consultant in the event that (1) any state or federal agency or other funder reduces, withholds or terminates funding which the Commission anticipated using to pay Consultant for services provided under this Agreement or (2) Commission has exhausted all funds legally available for payments due under this Agreement.

4.5 Payment Upon Termination. Upon termination of this Agreement by Commission, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if Commission terminates the Agreement for cause pursuant to Section 4.2, Commission shall deduct from such amount the amount of damage, if any, sustained by Commission by virtue of the breach of the Agreement by Consultant.

4.6 Authority to Terminate. The Executive Director has the authority to terminate this Agreement on behalf of the Commission.

5. Indemnification. Consultant will indemnify, hold harmless, and release Commission, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that arise out of, pertain to, or relate to Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against Commission based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or

contributory negligence on Commission's part, but to the extent required by law, excluding liability due to Commission's conduct.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit [B/C/D], which is attached hereto and incorporated herein by this reference.

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

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Changes which do not exceed the delegated signature authority of the Department may be executed by the Department Head in a form approved by Commission Counsel. The Board of Supervisors or Purchasing Agent must authorize all other extra or changed work which exceeds the delegated signature authority of the Department Head. The parties expressly recognize that, pursuant to Sonoma Commission Code Section 1-11, Commission personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the Commission.

9. Representations of Consultant.

9.1 Standard of Care. Commission has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by Commission shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of Commission and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits Commission provides its employees. In the event Commission exercises its right to terminate this Agreement pursuant to Article 4, above,

Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the Commission

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

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to Commission for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

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

9.7 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the Commission of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma Commission Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

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

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma Commission Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

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

9.11 Ownership of Work Product. All reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement, shall be the property of Commission. Consultant shall deliver such materials to Commission upon request in their final form and format. Such materials shall be and will remain the property of Commission without restriction or limitation. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to

performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits Commission's right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

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: COMMISSION: Sonoma County Community Development Commission
 ATTN: Michael Gause
 1440 Guerneville Road
 Santa Rosa, CA 95403
 Fax: (707) 565-7583
 Email: Michael.Gause@sonoma-county.org

TO: CONSULTANT: The Center for Common Concerns, Inc., dba Homebase
 870 Market Street, Suite 1228
 San Francisco, CA 94102
 Fax: (415) 788-7965

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 paragraph.

13. Miscellaneous Provisions.

13.1 No Waiver of Breach. The waiver by Commission of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or

provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

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

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

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

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

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

13.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

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

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

13.10. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

14. Content Online Accessibility. Commission policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

14.1 Standards. All consultants responsible for preparing content intended for use or publication on a Commission-managed or Commission-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), the Commission's Web Standards & Guidelines located at <https://sonomaCommission.ca.gov/Services/Web-Standards-and-Guidelines/>, and the Commission's Web Site Accessibility Policy located at <https://sonomaCommission.ca.gov/CAO/Administrative-Policies/9-3-Website-Accessibility-Policy/>.

14.2 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with Commission staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

14.3 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with Commission's Web Site Accessibility Policy shall be the responsibility of Consultant. If Commission, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any Commission-managed or Commission-funded Web site does not comply with Commission Accessibility Standards, Commission will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to Commission, repair or replace the non-compliant materials within such period of time as specified by Commission in writing. If the required repair or replacement is not completed within the time specified, Commission shall have the right to do any or all of the following, without

prejudice to Commission's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for Commission, Commission may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by Commission in connection with such changes or repairs.

15. The County grants to Consultant an irrevocable, non-exclusive, perpetual, royalty-free license to use, make, reproduce, prepare derivative works based upon, distribute copies of, perform, and/or display any work products developed by Contractor in connection with the services performed under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

CONSULTANT: _____

By: _____

Name: _____

Title: _____

Date: _____

COMMISSION: COMMISSION OF
SONOMA

CERTIFICATES OF INSURANCE
REVIEWED, ON FILE, AND APPROVED
AS TO SUBSTANCE FOR COMMISSION:

By: _____
Department Director or Designee

Date: _____

APPROVED AS TO FORM FOR
COMMISSION:

By: _____
Commission Counsel

Date: _____

EXECUTED BY:

By: _____
Dave Kiff, Interim Executive Director

Date: _____

Exhibit A: Scope of Work

Phase 2: Strategic Plan Development

Community Engagement and Needs Assessment: April – June 2022

In order to ensure that planning and recommendation development is both informed by local data and contextualized by experiences and perspectives of the local community, Homebase will build upon their initial environmental scan from Phase I to complete a needs assessment grounded in community engagement. Their team will conduct key stakeholder interviews, consumer focus groups, stakeholder group meetings, and surveys. Community outreach and engagement is often an iterative process where new ideas, additional gaps and questions arise throughout the planning process. They will develop processes to leave room to weave in additional outreach and engagement as needed to fully assess community needs and resources for addressing homelessness.

Key Stakeholder Interviews: Homebase will work with the Strategic Planning Committee (SPC) to identify key stakeholders for initial interviews. Important stakeholders who may best inform the process via interviews are identified during the process of community meetings and outreach. In order to make the best use of resources and time, they propose 12 group interviews by theme/sector representing a cross-section of the system, as vetted by the SPC:

- Crisis Response
- Coordinated Entry
- Data
- Supportive Services
- Coordination/Leadership
- Funding
- Racial Equity
- Housing First
- Permanent Housing
- Board of Supervisors (3 different groups)

Meetings: To gather comprehensive community input and further understand the County's strengths, needs, opportunities and gaps in addressing homelessness, Homebase will conduct 2-3 consumer focus groups organized by geography or sub-population (*e.g.*, unsheltered, families) and 1-2 focus groups of business sector partners or other stakeholders. The structure of these focus groups and outreach and engagement methods will be determined in consultation with the SPC. Homebase will become further informed of the community resources and needs through community meetings that may include key stakeholder groups; the CoC Work Team; City and County staff; housing and homeless service providers; business groups; civil rights organizations; medical, mental health and substance abuse providers; court officials; public safety providers; education providers; economic and workforce development providers; neighborhood associations; and state and local elected officials.

Community Engagement: Homebase will work with the SPC to facilitate a Community Engagement process to inform the community about the strategic planning process and generate

interest and momentum. The process may include a series of emails, online surveys, and other engagement strategies. The process will be structured to build community-wide support, educate community members, and gather initial information to guide planning. As such, participants will receive information about homelessness in the County and general information on best practices and will have the opportunity to provide initial feedback to the process about needs, gaps and existing service system performance. Homebase will facilitate the process and develop appropriate presentation materials.

Surveys: Public input will also be gathered via online surveys or an open online forum to gather and share information. Surveys will be distributed via City and County departments, community groups, and providers in order to obtain the highest degree of input. They will also share surveys to gather feedback during the community engagement process and at focus group and stakeholder meetings. Homebase can also create an online forum for collecting community input and sharing planning progress to create a communication feedback loop throughout the planning process, if desired.

Information and Data Gathering: Throughout the process, any additional key data and documents identified that were not included in the Phase I analysis will be gathered to expand knowledge about existing housing and services, unmet needs, and priority gaps to be addressed. The needs assessment will be structured to ensure diverse feedback from a variety of stakeholders in the identification of local needs and strengths and to continue the engagement of the community in the planning process. The needs assessment will build upon the HHAP-3 data tables, and inform the overall drafting of the needs assessment section of the County-wide Strategic Plan, including:

- An overview of homelessness in Sonoma County, overall and by sub-population;
- An analysis of racial and ethnic equity across the local system of care, including with regard to access and outcomes;
- A description of needs, barriers, opportunities and gaps;
- An inventory of resources that are already being used to address, or could be applied towards addressing, homelessness; and
- Identification of existing strengths and potential opportunities from existing initiatives underway.

The assessment will conclude with a preliminary identification of issues and strategies to be considered, which may include sub-population-specific needs; strategies related to specific service components, such as prevention, crisis response, housing, outreach and coordinated entry, and supportive services; and overarching issues such as collaboration and public policy.

Milestones and Deliverables:

- Key stakeholder interviews, focus groups, meetings, and surveys.
- Review of Phase I findings from HHAP-3 process and community input.
- Feedback loop to SPC through regular reporting of on findings to inform emerging goals and strategies to respond to homelessness in the County, including equity analysis, needs and gaps, resources, and other findings.

Analysis and Drafting of County-wide Strategic Plan: July – October 2022

This stage will involve analysis of all data and community input collected throughout both Phases of this project, as well as the development of a draft Strategic Plan. They propose that the process of developing the Strategic Plan is done through the existing infrastructure of the Strategic Planning Committee (SPC) and its workgroups, with participation in the subcommittees or summits open to all those interested in that topic. Homebase will develop user-friendly meeting materials to help frame issues and guide participants in setting priorities and developing recommendations, with the goal of implementing best practices at the local level. Through this process, they will develop key elements of the plan, including clarifying key issues and gaps, and developing targeted recommendations for addressing them. The SPC will continue to meet on a monthly basis during this phase and will consider the recommendations as they are developed, as well as draft iterations of the Strategic Plan as it is developed.

Homebase will carry out relevant data analysis and research on evidence-based and best practices in similar communities and high performing CoCs. This information will support the work of the subcommittees in identifying key elements and recommendations for the Strategic Plan to implement best practices locally. Based on emerging elements and recommendations, all of which will have been reviewed by the SPC, Homebase will develop a draft of the Strategic Plan. This will include:

- The overall vision statement;
- Information from analysis of strengths, needs/weaknesses, opportunities and gaps;
- Priority areas for action as defined by the SPC, with information clarifying issues/needs;
- Strategies and recommendations for each priority area, creating strategies for homeless sub-populations or racial or ethnic groups that are overly impacted in order to meet universal goals;
- Plan-wide numeric goals and metrics to communicate plan progress to community stakeholders;
- Plan funding analysis; and
- Concrete implementation plan, identifying responsible parties, timelines, funding sources, and metrics to be used in evaluating progress in specific areas of plan implementation and improvement in performance of homeless prevention and crisis response system. Implementation plan will clearly assign areas of responsibility for the CoC, County, and cities.

The draft will be presented to the SPC for feedback. In addition, they suggest the draft be made available to other organizations and the public, as determined by the Steering Committee, with established deadlines for feedback.

Milestones and Deliverables:

- SPC Monthly Meetings, including agenda and materials.
- Workgroup Meetings, including agenda and materials.
- Draft Strategic Plan

Finalization and Kick-off of Strategic Plan: November – December 2022

Upon receiving feedback from the Steering Committee and other stakeholders, Homebase will create a final draft of the Strategic Plan that is user-friendly, easy to read, and accessible for a broad audience, making use of graphics to illustrate key concepts.

The final draft will be presented for approval by the SPC, CoC Board, and Sonoma County Board of Supervisors. If desired, the Homebase team will develop public outreach materials to support the kick-off of the Strategic Plan after approval. Homebase may also present the final Strategic Plan to the public at a final community meeting that introduces the plan and kicks off implementation.

Milestones and Deliverables

- Final Draft of Strategic Plan for approval by the CoC Board and Sonoma County Board of Supervisors before the end of December 2022.
- Public outreach materials and presentation at a final community meeting, if desired.

Exhibit B: Budget

**Phase 2: Countywide Strategic Plan
Development**

Line Items & Descriptions	Hours	Fully loaded rate	Total
Project Lead: Amanda Wehrman	15	166	\$2,487
Project Staff: Lauren Larin	188	114	\$21,501
Project Staff: Mihir Vohra	187	97	\$18,096
Project Staff: Aram Hauslaib	1	105	\$19,725
Subject Matter Expert: Katricia Stewart	75	101	\$7,548
Subject Matter Expert: Collin Whelley	75	113	\$8,474
Project Support: Tania Morales	90	83	\$7,514
Salaries and Benefits	817		\$85,345
Operating Expenses			
Office supplies, photocopies, communications/telecom			\$300
Operating Expenses Subtotal			\$300
Estimated Travel Costs			
1 Roundtrip Trip SF-->Sonoma 2 Staff @ federally approved rate of \$.56/mile			\$59
Administrative Expenses			
Homebase federally approved indirect cost rate 80.10%			\$300
Total			\$86,004

Exhibit C

Insurance Requirements

Section I – Insurance to be maintained by CONSULTANT

CONSULTANT shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a *Waiver of Insurance Requirements*. The insurance shall be maintained for March 1, 2022- December 31, 2022 after all funds have been disbursed.

COMMISSION reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. COMMISSION's failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or COMMISSION's failure to identify any insurance deficiency shall not relieve CONSULTANT from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

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

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

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and either Commercial Excess or Commercial Umbrella Liability Insurance. If CONSULTANT maintains higher limits than the specified minimum limits, County requires and shall be entitled to coverage for the higher limits maintained by CONSULTANT.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by County. CONSULTANT is responsible for any deductible or self-insured

retention and shall fund it upon County's written request, regardless of whether CONSULTANT has a claim against the insurance or is named as a party in any action involving the County.

- d. Sonoma County Community Development Commission and the County of Sonoma, their officers, agents and employees, 1440 Guerneville Rd, Santa Rosa, CA 95403 shall be endorsed as additional insureds for liability arising out of CONSULTANT's ongoing operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- f. The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the "f" definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between COMMISSION and CONSULTANT and include a "separation of insureds" or "severability" clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

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

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

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

5. Standards for Insurance Companies

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

6. Documentation

- a. The Certificate of Insurance must include the following reference: Sonoma County Strategic Planning

- b.** CONSULTANT shall submit required Evidence of Insurance prior to the execution of this Agreement. CONSULTANT agrees to maintain current Evidence of Insurance on file with County for the required period of insurance.
- c.** The name and address for Additional Insured endorsements and Certificates of Insurance is: Sonoma County Community Development Commission 1440 GUERNEVILLE RD, SANTA ROSA CA, 95403.
- d.** Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e.** CONSULTANT shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f.** Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

7. Policy Obligations

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

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

1. General Liability Insurance

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