

Standard Professional Services Agreement (“PSA”)

Revision G – June 2016

AGREEMENT FOR CONSULTING SERVICES FOR ASSESSMENT OF DELIVERY MODEL FOR HOMELESS AND HOUSING SERVICES

This agreement ("Agreement"), dated as of December 8, 2020, (“Effective Date”) is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and KPMG, LLC (hereinafter "Consultant").

R E C I T A L S

WHEREAS, Consultant represents that it is a duly qualified in the assessment of the best model for the administration and delivery of homeless and housing services, and related services; and

WHEREAS, in the judgment of the Board of Supervisors, it is necessary and desirable to employ the services of Consultant for the assessment of the best model for the administration and delivery of homeless and housing 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 County. Consultant shall cooperate with County and County 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. County 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 Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level

of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County 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 County, 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 County.
- 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 County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County 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 County.
- 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 in accordance with the payment milestones identified in Exhibit B, attached hereto and incorporated herein by this reference, provided, however, that total payments to Consultant shall not exceed One Hundred and Eighty-Six Thousand dollars (\$186,000) without the written approval of County.

Upon completion of the work, Consultant shall submit its bill[s] for payment in a form approved by County's Auditor and the Head of the County Department receiving the services. The bill[s] shall identify the services completed and the amount charged.

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

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County 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, County 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 County 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 County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from December 8, 2020 to December 7, 2021 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, County 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, County may terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination. However, prior to any such termination the County shall first notify the Consultant in writing of its intent to terminate, identify the alleged deficiencies in performance giving rise to the intent to terminate, and shall not terminate this Agreement for cause or default unless the Consultant fails to cure the specified deficiencies within thirty (30) days of Consultant's receipt of notice of such deficiencies.

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 County all reports, original drawings, graphics, plans, studies, and other data or documents, provided by the County to the Consultant, as well as any completed or draft Deliverables in whatever form or format in connection with this Agreement and shall submit to County an invoice showing the services performed,

hours worked, and copies of receipts for reimbursable expenses up to the date of termination. In the event of any termination, the Consultant shall not have any liability to the County as a result of the County's use of any unfinished, incomplete, or draft Deliverables that are furnished to the County, provided that the Consultant has notified the County of the incomplete status of such material.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, 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 County terminates the Agreement for cause pursuant to Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or County Administrator's office Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, 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 County 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 County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

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 C, 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. Minor changes, which do not exceed the delegated signature authority of the County Administrator and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the County Administrator in a form approved by County Counsel. The Board of Supervisors must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County 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 County.

9. Representations of Consultant.

9.1 Standard of Care. County 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 County 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 County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County 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 County

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 County 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 County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete timekeeping and expense records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County 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 County, 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 County 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 County 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 is subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County 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 County'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 County 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 County 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 County 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 County may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of County. 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 County.

9.11 Ownership and Disclosure of Deliverable. All reports, original drawings, graphics, plans, studies, and other data or documents ("documents"), in whatever form or format, specified as Deliverables assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement ("Deliverables") shall be the property of County. County shall be entitled to immediate possession of such Deliverables upon completion of the work pursuant to this Agreement. To the extent that any of the aforementioned documents prepared by Consultant or Consultant's subcontractors contain the proprietary methodologies or tools of the Consultant, ownership of those methodologies or tools remains with the Consultant and does not transfer to the County. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to County all such Deliverables in either completed or draft form, which have not already been provided to County in such form or format, as County deems appropriate. Such documents shall be and will remain the property of County without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of County.

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 County'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: COUNTY:

County Administrator's office
C/O Kay Lowtrip
575 Administration Drive, Rm 101A
Santa Rosa, CA 95403

TO: CONSULTANT:

KPMG LLP
500 S Hope Street
Los Angeles, CA 90071

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 County 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 County 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 County 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 County 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 Limitation of Liability. Notwithstanding anything else in this contract to the contrary, including all attachments and exhibits, with the exception of Claims for death, bodily injury, or damage to tangible property, the liability of the Consultant on account of any actions, damages, claims, liabilities, costs, expenses or losses ("Claims") in any way arising out of or relating to the services performed under the Contract shall be limited to two times (2x) the amount of fees paid or owing to the Consultant under the Contract. In no event shall the Consultant be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration

13.10 Management Decisions. County acknowledges and agrees that the Consultant's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, County. Consultant will not perform management functions or make management decisions for County.

13.11 Third Party Usage. County acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product ("Advice") provided by the Consultant in connection with the services under the Agreement is intended for County's sole benefit and the Consultant does not authorize any party other than County to benefit from or rely upon such Advice, or make any claims against the Consultant relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. Consultant may, in its sole discretion mark such Advice to reflect the foregoing. Except for disclosures that are required by law, including but not limited to the California Public Records Act, or that are expressly permitted by this Agreement, County will not disclose, or permit access to such Advice to any third party without Consultant's prior written consent.

13.12 California Accountancy Act. For engagements where services will be provided by Consultant through offices located in California, County acknowledges that certain of Consultant's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.

13.13. Use of Vendors . County acknowledges and agrees that in connection with the performance of services under the Contract, Contractor and its Member Firms, in their

discretion or at County's direction, may utilize the services of third parties within and outside of the United States to complete the services under the Contract. County further acknowledges and agrees that Contractor-controlled parties, member Firms of KPMG International, and other third party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that the Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor. These Vendors may in the performance of such services have access to County's Confidential Information. Contractor represents to County that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of County from unauthorized disclosure or use. Contractor shall be responsible to County for Contractor-controlled, member Firms or Vendor's failure to comply.

13.14. State Vendors and Conflicts . County is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential contractors of County. Contractor will perform an internal search for any potential client conflicts relating to any of County's contractors identified by County as having a role in connection with Contractor's performance of this Contract. County hereby agrees that a contractor's status as the Contractor's client does not impact Contractor's engagement to perform this Contract. Contractor will advise County of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm. Should any new information come to Contractor's attention, Contractor will promptly inform County. Contractor shall perform this Contract in accordance with applicable professional standards.

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

CONSULTANT: _____

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____

By: _____
Department Head or Designee

Name: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____
County Counsel

Date: _____

AGREEMENT EXECUTED:

By: _____

Chair, Board of Supervisors

Date: _____ ATTEST:

Clerk of the Board of Supervisors

EXHIBIT A

Scope Of Work Specifications

The Sonoma County Community Development Commission, Department of Health Services, and the Human Services Department provide an array of homeless and housing services, programs and supportive services to residents of Sonoma County. In order to inform the Sonoma County Board of Supervisors of recommendations for the effective and efficient administration of homeless and housing programs and services across the three organizations, the below list of activities should be performed in order to develop sound recommendations.

- 1) Assess and inventory all homeless and housing programs administered through each of the three County organizations and the administrative resources supporting each, including staffing, costs, state and federal requirements, and funding sources.
- 2) Assess and provide an inventory of the ancillary services and programs that are necessary to enable individuals to successfully get and maintain housing.
- 3) Determine whether there is duplication and/or overlap between the various homeless and housing services, administrative functions and activities across the organizations; make recommendations for how efficiencies could be gained; and create a roadmap for how to address the identified inefficiencies.
- 4) Identify where there are opportunities to integrate services and functions across organizations to more effectively deliver housing services and programs.
- 5) Determine best practices to improve collaboration and communication across organizations.
- 6) Conduct interviews with key stakeholders including County staff, community partners, individuals with lived experience, and recipients of the services to provide feedback and inform recommendations.
- 7) Provide a written report of recommendations and proposed timeline for addressing the recommendations.
- 8) Identify best practices for the administration of the various homeless and housing services and programs.
- 9) Provide an environmental scan of community organizations to determine whether there are appropriate organizational structures outside of the County that could effectively administer some or all of the County homeless and housing programs.

10) Assess appropriate resources needed for the successful implementation of all recommended actions.

11) Assess whether existing homeless and housing programs should be redesigned to more effectively achieve outcomes.

EXHIBIT B PAYMENT SCHEDULE

Payment milestones would be tied to satisfactory acceptance of the following deliverables by the County and project leadership. The payment for each of the three deliverables would be \$62,000, for an overall contract value of \$186,000.

1. End of week 4: Provision of initial themes and insights to highlight findings from interviews and assessment phase and discussion regarding any follow up interviews/data to request (in PowerPoint format).
2. End of week 8: Provision of high-level recommendations for County validation and feedback (in PowerPoint format).
3. End of week 11: Provision of final draft recommendations for County validation and feedback, report will be updated based on feedback received (in Word report format).

Project Management Timeline													
Phase	Key Activities	Week 1 Nov 30	Week 2 Dec 7	Week 3 Dec 14	Week 4 Jan 4	Week 5 Jan 11	Week 6 Jan 18	Week 7 Jan 25	Week 8 Feb 1	Week 9 Feb 8	Week 10 Feb 15	Week 11 Feb 22	Week 12 Mar 1
Define	✓ Conduct interviews with key stakeholders including County staff, community partners, individuals with lived experience, and recipients of the services to provide feedback and inform recommendations.												
	✓ Assess and inventory all homeless and housing programs administered through each of the three County organizations and the administrative resources supporting each, including staffing, costs, state and federal requirements, and funding sources.												
	✓ Assess and provide an inventory of the ancillary services and programs that are necessary to enable individuals to successfully get and maintain housing.												
Diagnose	✓ Identify best practices for the administration of the various homeless and housing services and programs.												
	✓ Determine best practices to improve collaboration and communication across organizations.												
	✓ Provide an environmental scan of community organizations to determine whether there are appropriate organizational structures outside of the County that could effectively administer some or all of the County homeless and housing programs.												
	✓ Determine whether there is duplication and/or overlap between the various homeless and housing services, administrative functions and activities across the organizations; make recommendations for how efficiencies could be gained; and create a roadmap for how to address the identified inefficiencies.												
	✓ Identify where there are opportunities to integrate services and functions across organizations to more effectively deliver housing services and programs.												
	✓ Assess whether existing homeless and housing programs should be redesigned to more effectively achieve outcomes.												
Develop	✓ Provide a written report of recommendations and proposed timeline for addressing the recommendations.												
	✓ Assess appropriate resources needed for the successful implementation of all recommended actions.												
	✓ Validate and finalize recommendations with County stakeholders												

County review end of Week 4:
Provision of initial themes to highlight findings from interviews and assessment phase and discuss any follow up interviews/data to request.

County review end of Week 8:
Provision of high level recommendations for County validation and feedback.

County review end of Week 11:
Provision of final draft recommendations for County validation and feedback, report will be updated based on feedback received.