Amended

Mendocino County Homeless Services  
Continuum of Care  
Board Meeting Agenda

Date: Monday, March 18, 2019            Time: 1:30 pm - 3:30 pm
Location: Mendocino County Social Services, 747 S. State St., Big Sur Conference room

<table>
<thead>
<tr>
<th>Time</th>
<th>Item</th>
</tr>
</thead>
<tbody>
<tr>
<td>1:30</td>
<td>A. Call to Order &amp; Introductions</td>
</tr>
<tr>
<td></td>
<td>Verify a quorum is present in order to conduct business (One half of voting members plus one)</td>
</tr>
<tr>
<td>1:35</td>
<td>B. Announcements</td>
</tr>
<tr>
<td></td>
<td>1. Cultural Diversity and Suicide Prevention Trainings</td>
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<td></td>
<td>2. Other announcements from the CoC</td>
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<tr>
<td>1:45</td>
<td>C. Public Comment</td>
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<tr>
<td></td>
<td>MCHSCoC welcomes public comment - maximum of 3 minutes per person and 12 minutes per topic</td>
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<tr>
<td>1:55</td>
<td>D. HMIS Phase II Update</td>
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<tr>
<td></td>
<td>Brian Klovski</td>
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<tr>
<td>2:00</td>
<td>E. Minutes and Ratification of Past Board Actions (Action)</td>
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<tr>
<td></td>
<td>1. Thoroughly review, make any corrections to and approve the January 14, 2019, and</td>
</tr>
<tr>
<td></td>
<td>February 11, 2019, meeting minutes</td>
</tr>
<tr>
<td></td>
<td>2. Affirm the actions taken at the January 14, 2019, and February 11, 2019, meetings as</td>
</tr>
<tr>
<td></td>
<td>described in the attached draft minutes and approved at the March 18th meeting</td>
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<td></td>
<td>3. Ratify approval of the Homeless Emergency Aid Program (HEAP) application as</td>
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<tr>
<td></td>
<td>submitted online to the Business, Consumer Services and Housing Authority in December 2018;</td>
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<tr>
<td></td>
<td>discussed at the Continuum of Care Full Membership Board Meeting</td>
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<tr>
<td></td>
<td>on October 15, 2018, and, detailed in Agreement Number 18-HEAP-00040 with the</td>
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<td></td>
<td>California Business, Consumer Services and Housing Agency</td>
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<tr>
<td>2:05</td>
<td>F. CoC Board Nominations (Action)</td>
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<tr>
<td></td>
<td>Vote on CoC Board Nominations:</td>
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<td></td>
<td><strong>Ballot:</strong></td>
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<tr>
<td></td>
<td>• Addressing the Needs of Seniors North/Inland nomination: Joel Soinila</td>
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<td></td>
<td>• Coastal Shelter Representative nomination: Carla Harris</td>
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<td></td>
<td>• Needs of Veterans nominations (2): Johnathan Plank, DVOP and Sandra Stolfi, VA Santa</td>
</tr>
<tr>
<td></td>
<td>Rosa</td>
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<td></td>
<td>• South County Shelter Representative – Open</td>
</tr>
<tr>
<td>2:15</td>
<td>G. Homelessness Definition (Action)</td>
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<td>Discussion and vote on definitions of homelessness for triage and service referral.</td>
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</tbody>
</table>

**Recommended Action:** Vote to fill board seats with appropriate nominees.

**Recommended Action:** Approval of definitions.
H. California Emergency Solutions and Housing (CESH) Program update

1. Recommendations for funding will be made at the April meeting.
2. The Health & Human Services Agency would like to retain the 5% admin ($46,000) allowable for staffing and fiscal services.
3. Time-line
4. Staff requests contractor commitment of 75% services to Established individual/families as a condition of CESH funding - requires Board approval for inclusion in contracts.

I. Homeless Emergency Aid Program (HEAP) contracts (Action)

Budgets and Scopes of Work will be presented to the Board for approval. Budgets & SOW's have been accepted by the contractors, but require COC Board approval for signature. The contracts for Danco and RCHDC will not be included as there are steps specific to the new construction projects that must be completed prior to COC contracts.

J. Committee Recruitment

Per last meeting it was suggested to disseminate a listing of committees for general membership to sign up during the CoC meeting and be collected by Garry Colson for follow-up.

K. Reports

1. Update on who has been housed – (Max 3 minutes)
2. Point in Time (PIT) count update
3. Committee Activities
4. Website update

L. Discussion/Announcements

1. Staff update, observations & suggestions

M. Adjourn

Confirm next meeting date and agenda items

Next Meeting of MCHS CoC Board meeting – April 15, 2019
Location: Social Services, 747 S. State St., Big Sur Conference room

Please Note: No video conferencing is available for any public participation

MCHS CoC Governing Board Members

<table>
<thead>
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<th>Blythe Post</th>
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<td>Amanda Archer</td>
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<td>Org. Addressing Needs of Persons Seriously Mentally Ill</td>
<td>Shelter Representative – Inland MCHS CoC</td>
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Modifications to Agenda: Items added to or changed on the agenda subsequent to agenda publication, up to 72 hours in advance of the meeting, pursuant to Government Code 54954.

1. Thoroughly review, make any corrections to and approve the January 14, 2019, and February 11, 2019, meeting minutes

2. Affirm the actions taken at the January 14, 2019, and February 11, 2019, meetings as described in the attached draft minutes and approved at the March 18th meeting

3. Ratify approval of the Homeless Emergency Aid Program (HEAP) application as submitted online to the Business, Consumer Services and Housing Authority in December 2018; discussed at the Continuum of Care Full Membership Board Meeting on October 15, 2018; and, detailed in Agreement Number 18-HEAP-00040 with the California Business, Consumer Services and Housing Agency
Confirmation

Thank you for submitting your grant application package via Grants.gov. Your application is currently being processed by the Grants.gov system. Once your submission has been processed, Grants.gov will send email messages to advise you of the progress of your application through the system. Over the next 24 to 48 hours, you should receive two emails. The first will confirm receipt of your application by the Grants.gov system, and the second will indicate that the application has either been successfully validated by the system prior to transmission to the grantor agency or has been rejected due to errors.

Please do not hit the back button on your browser.

If your application is successfully validated and subsequently retrieved by the grantor agency from Grants.gov system, you will receive an additional email. This email may be delivered several days or weeks from the date of submission, depending on when the grantor agency retrieves it.

You may also monitor the processing status of your submission within the Grants.gov system by clicking on the “Track My Application” link listed at the end of this form.

Note: Once the grantor agency has retrieved your application from Grants.gov, you will need to contact them directly for any subsequent status updates. Grants.gov does not participate in making any award decisions.

IMPORTANT NOTICE: If you do not receive a receipt confirmation and either a validation confirmation or a rejection email message within 48 hours, please contact us. The Grants.gov Contact Center can be reached by email at support@grants.gov, or by telephone at 1-800-518-4726. Always include your Grants.gov tracking number in all correspondence. The tracking numbers issued by Grants.gov look like GRANTXXXXXXXXX.
If you have questions please contact the Grants.gov Contact Center: support@grants.gov
1-800-518-4726 24 hours a day, 7 days a week. Closed on federal holidays.

The following application tracking information was generated by the system:

Grants.gov Tracking Number: GRANT12776561
Applicant DUNS: 14-655-8195
Submitter's Name: Randy L Colson
CFDA Number: 14.261
CFDA Description: Homeless Management Information Systems Technical Assistance
Funding Opportunity Number: FR-6100-N-40
Funding Opportunity Description: Notice of Funding Availability for the Fiscal Year (FY) 2017 Homeless Management Information System Capacity Building Project
Agency Name: US Department of Housing and Urban Development
Application Name of this Submission: HMIS Capacity Building 2017
Date/Time of Receipt: Jan 30, 2019 01:57:16 PM EST

TRACK MY APPLICATION – To check the status of this application, please click the link below:

It is suggested you Save and/or Print this response for your records.
This Workspace form is one of the forms you need to complete prior to submitting your Application Package. This form can be completed in its entirety offline using Adobe Reader. You can save your form by clicking the "Save" button and see any errors by clicking the "Check For Errors" button. In-progress and completed forms can be uploaded at any time to Grants.gov using the Workspace feature.

When you open a form, required fields are highlighted in yellow with a red border. Optional fields and completed fields are displayed in white. If you enter invalid or incomplete information in a field, you will receive an error message. Additional instructions and FAQs about the Application Package can be found in the Grants.gov Applicants tab.

**OPPORTUNITY & PACKAGE DETAILS:**
- **Opportunity Number:** FR-6100-N-40
- **Opportunity Title:** Notice of Funding Availability for the Fiscal Year (FY) 2017 Homeless Management Information System Capacity Building Project
- **Opportunity Package ID:** PKG00246385
- **CFDA Number:** 14.261
- **CFDA Description:** Homeless Management Information Systems Technical Assistance
- **Competition ID:** FR-6100-N-40
- **Competition Title:** Notice of Funding Availability for the Fiscal Year (FY) 2017 Homeless Management Information System Capacity Building Project
- **Opening Date:** 11/19/2018
- **Closing Date:** 01/31/2019
- **Agency:** Department of Housing and Urban Development
- **Contact Information:** RHSNPPA@hud.gov

**APPLICANT & WORKSPACE DETAILS:**
- **Workspace ID:** WS00241715
- **Application Filing Name:** HMTS Capacity Building 2017
- **EIN:** 1485581950000
- **Organization:** MENDOCINO, COUNTY OF
- **Form Name:** Application for Federal Assistance (SF-424)
- **Form Version:** 2.1
- **Requirement:** Mandatory
- **Download Date/Time:** Jan 30, 2019 01:53:30 PM EST
- **Form State:** No Errors
**Application for Federal Assistance SF-424**

1. **Type of Submission:**
   - [ ] Preapplication
   - [x] Application
   - [ ] Changed/Corrected Application

2. **Type of Application:**
   - [x] New
   - [ ] Continuation
   - [ ] Revision

3. **Date Received:**
   - [ ] Completed by Grants.gov upon submission

4. **Applicant Identifier:**

5. **Federal Entity Identifier:**
   - 1946080526A4

6. **Date Received by State:**

7. **State Application Identifier:**

8. **APPLICANT INFORMATION:**

   a. **Legal Name:** Mendocino County Health & Human Services Agency

   b. **Employer/Taxpayer Identification Number (EIN/TIN):** 94-6000520

   c. **Organizational DUNS:** 1405581950000

   d. **Address:**
      - **Street:** Mendocino County Health & Human Services Agency
      - **Street2:** 747 8th Street
      - **City:** Ukiah
      - **County/Parish:** Mendocino
      - **State:** CA
      - **Province:** California
      - **Country:** USA
      - **Zip Code:** 95482-5815

   e. **Organizational Unit:**
      - **Department Name:** Office of the Director
      - **Division Name:** HOME Team

   f. **Name and contact information of person to be contacted on matters involving this application:**
      - **Prefix:** Mr.
      - **First Name:** Brian
      - **Middle Name:**
      - **Last Name:** Klowski
      - **Suffix:**
      - **Title:** Program Specialist

   **Organizational Affiliation:**

   - **Telephone Number:** 707-463-7841
   - **Fax Number:**

   - **Email:** klowskib@mendocinocounty.org
Application for Federal Assistance SF-424

9. Type of Applicant 1: Select Applicant Type:
   - County Government

9. Type of Applicant 2: Select Applicant Type:

9. Type of Applicant 3: Select Applicant Type:

* Other (specify):

10. Name of Federal Agency:
   Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:
   - 14.261
   - CFDA Title:
     Homeless Management Information Systems Technical Assistance

12. Funding Opportunity Number:
   - PR-6100-M-40

* Title:
   Notice of Funding Availability for the Fiscal Year (FY) 2017 Homeless Management Information System Capacity Building Project

13. Competition Identification Number:
   - PR-6100-M-40
   - Title:
     Notice of Funding Availability for the Fiscal Year (FY) 2017 Homeless Management Information System Capacity Building Project

14. Areas Affected by Project (Cities, Counties, States, etc.):

   - Affected Areas.pdf

* 15. Descriptive Title of Applicant's Project:
   Mendocino County Homeless Services Continuum of Care (MCHS-CoC) Homeless Management Information System (HMIS) Capacity Building Project

Attach supporting documents as specified in agency instructions.
Application for Federal Assistance SF-424

16. Congressional Districts Of:
   a. Applicant CA-002
   b. Program/Project CA-002

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:
   a. Start Date: 09/01/2019
   b. End Date: 09/31/2020

18. Estimated Funding ($):
   a. Federal 150,000.00
   b. Applicant 80,000.00
   c. State 40,000.00
   d. Local 10,000.00
   e. Other 10,000.00
   f. Program Income 0.00
   g. TOTAL 290,000.00

19. Is Application Subject to Review By State Under Executive Order 12372 Process?
   a. This application was made available to the State under the Executive Order 12372 Process for review on
   b. Program is subject to E.O. 12372 but has not been selected by the State for review.
   c. Program is not covered by E.O. 12372.

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)
   Yes □ No □
   If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and assurances herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances and agree to comply with any resulting terms. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 21, Section 1001)
   □ I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mrs.  * First Name: Maya
Middle Name: 
* Last Name: Stuart
Suffix: 

*Title: Program Administrator

*Telephone Number: 707-468-7065  Fax Number: 
*Email: stuartm@mendocinocounty.org

*Signature of Authorized Representative: Completed by Grants.gov upon submission.  * Date Signed: Completed by Grants.gov upon submission.
Mendocino County Homeless Services  
Continuum of Care  
Board Meeting Minutes

Date: Monday, January 14, 2019  
Time: 1:30 pm - 3:30 pm  
Location: Mendocino County Public Health, 1120 S. Dora St. Ukiah, Conference Room 1

<table>
<thead>
<tr>
<th>1:30</th>
<th>A. Call to Order &amp; Introductions:</th>
</tr>
</thead>
</table>
| Verify a quorum is present in order to conduct business *(One half of voting members plus one)*  
  - Board members present are indicated by the √ next to their names below. Quorum present. |

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<tr>
<th>1:35</th>
<th>B. Public Comment:</th>
</tr>
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<tbody>
<tr>
<td>John McCowen apologized for any insult taken at the December CoC Board meeting. Additionally, he suggested that we address Brown Act compliance when appropriate and encouraged the group to focus on the common goal of housing for all.</td>
<td></td>
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<tr>
<td>Brian Klovski, Program Specialist for HHS HOME team shared that the Business Consumer Services and Housing Department at the State of California is investigating the possibility of a statewide HMIS that CoC’s would have the option of using.</td>
<td></td>
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<tr>
<td>Katherine Elliott, County Counsel, shared that she is available to support the CoC in any way that she can to improve Brown Act compliance. She also clarified that the MCHSCoC is bound by the Brown Act because of the responsibility for decision making regarding public funds, as well as Federal regulations governing the Continuum of Care Program. Ms. Elliott deferred to the Chair to request assistance as needed. Brown Act trainings are currently scheduled and open to the public.</td>
<td></td>
</tr>
<tr>
<td>Sage Wolf, RCS, gave an update on the time line for the Day Center in Ukiah. She hesitates to set an open date at this time, as there are ongoing construction concerns. More to come in the next couple of weeks.</td>
<td></td>
</tr>
<tr>
<td>Ashley Toxqui, HHS Communication, provided an update on ideas for communication, information and education of the public, regarding the CoC and homelessness in general. She will be reaching out to discuss possible partner agency highlight articles.</td>
<td></td>
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<tr>
<td>Que Anthony, member of the public, is putting together a resource brochure for the unhoused and asked that the group share any useful information with him via email.</td>
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<th>1:40</th>
<th>C. Consent Items (Action)</th>
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</table>
| 1. Minutes – December 17, 2018  
  - Paddy Michalski, Manzanita Services, made the motion to approve the December CoC Board minutes: Seconded by Blythe Post, MCOE. Yay=9, Abstentions=0, No=0. Motion passes. |

<table>
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<th>1:45</th>
<th>D. New Coordinated Entry Enrollee Screening Packet</th>
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</table>
| Review Coordinated Entry Screening Packet to be used by all entities when enrolling clients in the Coordinated Entry Process (CEP). The CEP supports access, for individuals experiencing homelessness, to the most appropriate housing program available. Access to housing through this system is based on an individual's vulnerability, needs and program eligibility.  
  - Brian Klovski, CEDP committee spokesperson presented a request of the Board to approve the packet in concept, recognizing that there may be some adjustments |

Outcome: Approve adoption of enrollment packet
based on the specific focus of the agency.

- Sage Wolf, RCS, made the motion that the CoC Board Approve the CE Screening Packet in concept with all entries into CE having fair access and give the CEDP Committee permission to update the packet as needed without the need for it to be returned for Board approval for minor updates. Second made by Paddy Michalski.
  - Discussing: the Board will be kept up to date and any changes will be posted.
  - Vote: Yay=7, Nay=0, Abstentions=2, Motion passes.

2:15 E. Coordinated Entry and Discharge Planning (CEDP)

The Coordinated Entry Process and Policies & Procedure Manual is required by the Department of Housing & Urban Development (HUD) for all Continuums of Care receiving HUD funds and is reviewed annually.

- Tabled for February meeting, at the request of the CEDP Committee.

2:30 F. California Emergency Solutions and Housing Program (CESH)

California Emergency Solutions and Housing Program (CESH) funding available through the California Department of Housing and Community Development (HCD), provides grants to Continuums of Care to assist persons who are experiencing or are at risk of homelessness. Eligible projects must be identified for distribution.

- Staff requests permission to move forward with CESH RFP in a similar process as was the HEAP RFP’s process.

2:45 G. Reports

1. Update on who has been housed
2. Point in Time (PIT) count update:
   - Garry reported that information is coming in from remote areas. The final count and region information will be ready for the April meeting.
3. Committee Activities:
   - Committees were asked to meet and discuss plans for action and bring them to the February meeting.
4. Brown Act Trainings: will be scheduled for the Board.
5. Homeless Emergency Aid Program (HEAP) after action review and update
   - See attached final recommendations. Contract exhibits will be brought to the Board for approval at the March meeting.

3:05 H. Discussion

1. Homelessness definition – what’s next? The community conversations, working groups and COC Board presentation from Kitchen Table Consulting resulted in a triage definition for homelessness as suggested in the Mendocino Strategic Action Steps. These definitions are intended for use by all providers across the county, to determine priority and service path when working with individuals and families experiencing homelessness. A definition of "Homelessness" has not be adopted by the MCHSCoC and will be included in this discussion. No action is required.
   - All agreed to move discussing the homelessness definition to an agenda item for the February Board meeting.

3:25 I. Adjourn

Confirm next meeting date and agenda items
Next Meeting of MCHS Membership CoC Board meeting – February 11, 2019  
Location: 1120 S. Dora St. Conference room 1  

Please Note: No video conferencing is available for any public participation

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Mendocino County Homeless Services
Continuum of Care
Board Meeting Minutes

Date: Monday, February 11, 2019  Time: 1:30 pm - 3:30 pm
Location: Mendocino County Public Health, 1120 S. Dora St. Ukiah, Conference Room 1

1:30 A. Call to Order & Introductions: Heather Blough – CoC Co-Chair
Verify a quorum is present in order to conduct business (One half of voting members plus one)
• Quorum present – Board members present indicated by the √ mark next to their names below.

1:35 B. Public Comment:
MCHCoC welcomes public comment on items not listed on agenda - maximum of 3 minutes per person
• Roland Krausen introduced himself but has no comment.

1:40 C. Presentations:

Heidi Corrado, the Mendocino County Aids & Viral Hepatitis Network (MCAVHN) and SafeRX Mendocino Coalition speaking on Opioid safety
• Acquiring and deployment medication drop boxes: Consolidated Tribal Health, Yuki Trails, Fort Bragg by end of month and several more waiting on MOU’s; total of 14 to be installed. Website: saferxmendocino.com has a map of drop box locations. Also, partnered with Mendo Recycle and MCAVHN for pick up. In the future there will be needle drop boxes. If any organization is interested in hosting a medication or needle drop box please contact Heidi at 472-2611.
• Narcan, over 1000 boxes of nasal inhalers have been distributed between Public Health and MCAVHN. Anyone can administer it and you are protected under the Good Samaritan Law. There is a five minute video is the only training in English, a Spanish version coming out in the future. Distributing it to EMS agencies.
  o January 1, 2019 Assemblyman Wood’s authored bill went into effect and requires Physicians who prescribe an Opioid in conjunction with Benzodiazepines (90m) are to offer a co-prescription of Narcan.
  o Partnership health covers Narcan, MediCal covers it.
• Detera – is a drug-deactivation bag (comes in 3 sizes) renders all medications ineffective when water is added with the medication into the container. Good for leftover medications: liquids, pills and patches. Information is available electronically and hard copy.

Zenia Leyva Chou, Hillside Health Clinic, Ukiah speaking on current clinic activities – Handout disseminated
• Spoke on the history of economic and political changes in 1980 that suddenly pushed Americans into homelessness in numbers not seen since the Great Depression.
  o Statistics: In 2017 at MCHC there were 2,036 homeless patients, of those 1,557 were 100% or less at the Federal poverty level, 1,136 had MediCal and 348 had no health insurance.
  o 4 Categories of Homelessness:
    o Engagement – getting homeless people into primary care:
    o MCHC Receptionist gathered information
    o MCHC Patient Financial Services and care Coordination staff
    o Referrals from partner agencies, with support to follow through
• The relationship between homelessness and health - Illnesses are closely associated with poverty:
  o Tuberculosis, malnutrition, and severe dental problems
  o Homeless people die at 3.5 times the rate of the general population
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<td>2:00</td>
<td>D. Consent Items (Action)</td>
<td>1. Minutes – January 14, 2019 – no action, deferred to March meeting</td>
</tr>
</tbody>
</table>
| 2:05 | E. CoC Board Nominations | Present CoC Board Nominations – Accept nominations to be voted on at the March 18th general membership meeting held at 747 S. State St. in Big Sur Conference room from 1:30-3:30. Heather called for any nominations for the open Board seats:  
- Donald Damp contacted Heather Hagen to represent Seniors from the Senior Center (needs to accept the nomination to be on the ballot)  
- Needs of Veterans - Sandra Stolfi was nominated and accepted, and Jonathan Plank was nominated by Maya Stuart and accepted via email  
- Coastal Shelter Representation: Carla Harris, MCHC who accepted the nomination  
- Coastal Need of Seniors Representation: Sandra Stolfi nominated Jill Rexrode (She will need to accept the nomination to be on the ballot)  
- Needs of Seniors North/Inland – Jacque Williams nominated Joel Sonita who accepted the nomination  
- If anyone knows a housing developer who would be interested and to participate on the CoC Board.  
  - Per CoC Charter - No more than one representative from one agency can be on the CoC Board.  
  
| Outcome: | Approve CoC Board Nominations  
| Dennie Maslak to verify if Jill Rexrode will accept the Board nomination.  
| CoC Board Ballet will be ready for presenting to the General CoC board meeting 3-18-19 for a membership vote. |
| 2:15 | F. Coordinated Entry and Discharge Planning (CEDP) Manual | The Coordinated Entry Process – Policies and Procedure Manual is a requirement of the Department of Housing & Urban Development (HUD) for all Continuums of Care receiving HUD funds and is reviewed annually.  
- Brian Klovski, HHSA and Sage Wolf, RCS spoke on the updated Coordinated Entry manual:  
  - housing assistance application process,  
  - grammar corrections,  
  - repetitions removed, and  
  - Clarification of processes.  
- The manual has been reviewed by all parties it applies to and re-reviewed by the Coordinated and Discharge Planning committee.  
- A motion to approve the updated Coordinated Entry manual was made by Paddy Michalski. Judy Albert second. Vote taken: Rolcall vote was taken. All CoC Board members present were in favor.  
| Outcome: | approve manual update-  
| Motion made at 2nd. Vote taken to accept the CE revised manual.  
| Motion carried. |
| 2:20 | G. Ad Hoc Committee Request | MCHSCoC Chair requests that an ad hoc committee be formed to assist in planning and execution of Brown Act and Comprehensive Continuum of Care systems trainings.  
- Donald Damp made a motion, Second by Paddy Michalski  
- Discussion:  
  - Sage: is there a committee that this could fall under like Strategic Planning? It is not a permanent committee which will not fall under the Brown Act rules.  
  - Judy – Is the Brown Act training on Comprehensive Continuum of Care systems?  
  - Brian read the email from Maya for more clarification  
- Motion revised: To develop an ad hoc committee which would bring the CoC into compliance with the Brown Act by learning practices that are Brown Act compliant and prepare training for the CoC. The motion was accepted as rewritten by Donald Damp and second by Paddy Michalski.  
| Outcome: | Approve formation of ad hoc committee.  
| Revised motion made and 2nd. Rolcall vote taken. All CoC Board members present voted in favor.  
| Motion carried. |
### H. Homelessness Emergency Aid Program Funding Recipients

The HEAP funding Review Team has completed conversations with potential funding recipients. The next step in this process is contracting, to be followed by review of the Board prior to signature.
- By approving the contracts would come back to the CoC Board
- Low income homeless is the targeted population
- Jacque Williams made the motion to approve the recommendations as presented. Second made by Paddy Michalski.
- If you have a business interest in the outcome of the vote you need to abstain.
- Vote taken by rollcall: Abstentions: Judy, Sage & Cara. Yes = 7. Motion carried.
  - The four non-housing contracts will be ready for the March 18th Board meeting. Any others may be delayed due to tax credit application processes.

### Outcome:
- Approve funding recommendations & direct staff to draft contracts. Motion made and 2nd. Vote taken with 3 abstentions and 7 yes. Motion carried.

### I. Homelessness Definition

Definitions for use by providers across the county to determine priority and service path when working with individuals and families experiencing homelessness. A definition of "homelessness" in Mendocino County has not yet been adopted. See packet: V. 2.5
- Sage – she would like to see the prescriptive language be deleted or clearly separated. Item B has a requirement attached to it and does not belong to a definition by strike the arrow bullet from the definition. Need to include those who are homeless to get input from those who are impacted.
- Que – Item B term not established – the term is offensive to a homeless individual
- “For the purposes of this provision” to be added
- These definitions have been compiled through hundreds of interviews with the homeless in our county during Dr. Marbut’s research.
- The CoC definition is to be used for a guideline to direct services to the most homeless people as possible in a large diverse county. This will be consistent understanding and application of resources.
- Note: this document that is being referenced was absent from the CoC Website. Tammy Moss Chandler assured the group that the Agenda was posted but the supporting documents were missed and the issue is being looked into.
- Heather asked if there is a motion to proceed.
- Paddy made a motion that the CoC table the homeless definition to a later date. Motion second by Sage.
  - Discussion
    - Taking extra time to approach the people who are being impacted.
    - We have an engagement responsibility and by adopting common language affects them.
    - Not sure that 30 days to put together a presentation to street outreach or other programs is going to have a positive
    - Time for transparency
    - Public view point is that the homeless are not established in this community and that is not the case and that message is not communicated without a clear definition.
    - If just interviewing those in the homeless shelter, many established have family in the community and may not be in the shelter.
  - Rolcall vote taken to table the definition discussion: No vote: Four members. Yes vote: 6 members. The motion is carried to table the discussion to March 18th.

### Outcome:
- Motion was made to table the homeless definition discussion to March 18th Board meeting. Motion was 2nd. Rollcall vote taken. Four voted no and Six voted Yes. Motion carried.
### J. Reports

- Update on who has been housed — (Max 3 minutes)
- Judy – family of 5 housed
- Joel – stranded person received temporary DMV ID and shelter
- Sage – 2 households through Rapid Rehousing got assigned
- Paddy – 1 helped them to stay in housing and 1 got housed
- Staff update HMIS NOFA committee, CESH & HEAP & brown Act Training
- Brian reported that an 5 applications for the HMIS NOFA due January 30th that if approved is between $20,000 and $50,000 over two years to improve our HMIS system which includes HMIS trainings, bringing more partners into HMIS while building custom data bridges avoiding double entering.
- Performance Measurements committee – Brian is Acting Chair and will be recruiting membership on this committee and will tie into application review.
- Membership committee – Garry is the only person on this committee.
- Committee membership – CoC general membership recommendation is participate on committees
- Suggested that membership have a signup list for the committees and available at each CoC meeting.
- Coordinated Entry committee – Sage reported that there is a training for agencies pulling and screening – April 30th 9:00 – 3:00 in Willits at the County’s Atlantic conference room located at East Valley Rd.
- Point in Time (PIT) count update Garry thanked everyone involved. Still receiving information and will have another PIT meeting before it is presented to the Board, and then to HUD.
- Committee Activities:
  - Homeless Emergency Aid Program (HEAP) after action review and update
  - Application for CESH is in the packet today and will be posted on line. CESH just under $One millic.
  - for service, shelter and housing subsidy.

### K. Discussion/Announcement

1. CoC Funding Awards for Mendocino County: Planning Project $47,000; awarded the CE $93,000; TRA Renewal $1.4 million.
   - Project Planning funding keeps the CoC running
2. Registration notice opened for Collaborative applicants to apply for the upcoming funding.
3. CoC Training Board and membership on Diversity Cultural Competence and Unconscious Bias Friday, March 29th from 1:00 - 5:00 at Mendocino College. Formal invitations will be emailed.
4. Seventh Day Adventist puts on a meal on Fridays at Plowshares based on the subway model (not a sack lunch). 3:00 families and children and 3:30 for adults.
5. BOS will ratify this Board’s decision on HEAP and CESH on the 26th.
6. Next Board meeting is at Social Services

### L. Adjourn

Confirm next meeting date and agenda items

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**Next Meeting of MCHS Membership CoC Board meeting – March 18, 2019**

**Location:** Social Services, 747 S. State St., Big Sur Conference room

**Please Note:** No video conferencing is available for any public participation
Action Items from January and February 2019 MCHSCoC meetings

January:

Motion to Approve the Coordinated Entry Packet, in concept, as submitted, while permitting the Coordinated Entry and Discharge Planning Committee to make minor updates without prior Board authorization. Approved.

Table the adoption of the Coordinated Entry and Discharge Planning Policy and Procedure Manual.

Motion to approve staff moving forward with CESH RFP process similar to that used for HEAP, integrating lessons learned. Approved.

February:

Motion to approve the Coordinated Entry and Discharge Planning Policy and Procedure Manual. Approved.

Motion to form an ad hoc committee to bring the COC into Brown Act compliance.

Approval of funding updated HEAP grantee list. Approved.

Table the finalization of the Homelessness definition.
Intentionally left Blank
This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

CONTRACTOR'S NAME
Mendocino County Health & Human Services Agency

2. The term of this Agreement is: Upon BCSH Approval through 10/31/2021

3. The maximum amount of this Agreement is: $4,921,967.86

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

   Exhibit A - Authority, Purpose and Scope of Work 3
   Exhibit B - Budget Detail and Payment Provisions 3
   Exhibit C - Terms and Conditions 9
   Exhibit D - Special Terms and Conditions 1

TOTAL NUMBER OF PAGES ATTACHED: 16

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

Mendocino County Health & Human Services Agency

BY (Authorized Signature) DATE SIGNED (Do not type)
Tammy Moss Chandler 2/5/19

PRINTED NAME AND TITLE OF PERSON SIGNING

STATE OF CALIFORNIA

AGENCY NAME
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

BY (Authorized Signature) DATE SIGNED (Do not type)
Alexis Podesta, Secretary 4/30/19

PRINTED NAME AND TITLE OF PERSON SIGNING

Exempt per: [Blank]

5 Capitol Mall, Suite 350-A, Sacramento, CA 95814
Standard Agreement
EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

Homeless Emergency Aid Program (HEAP)

1. Authority

Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), the State has established the Homeless Emergency Aid Program ("HEAP" or "the Program" or "the grant"). The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HEAP provides one-time flexible block grant funds to Administrative Entities as defined in the September 5, 2018 HEAP Notice of Funding Availability (NOFA) and Large Cities to address their immediate homelessness challenges. This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and an Administrative Entity or Large City ("Contractor") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Contractor agrees to comply with the terms and conditions of the Agreement, the Notice of Funding Availability ("NOFA") under which the Contractor applied, the representations contained in the Contractor’s application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to address the immediate emergency needs of homeless individuals and individuals at imminent risk of homelessness in the service area of each Contractor. In accordance with the authority cited above, an application was made by the Contractor for HEAP funds to be allocated for eligible uses under the grant, which include, but are not limited to, the following: services, rental assistance or subsidies, capital improvements and homeless youth activities.

3. Definitions

Terms herein shall have the same meaning as the definitions set forth in the HEAP NOFA.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include one-time uses that are consistent with Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2018), for eligible uses, which include, but are not limited to, one or more of the following:
Standard Agreement
EXHIBIT A

A. Services,
B. Rental Assistance or Subsidies,
C. Capital Improvements,
D. Homeless Youth Set-Aside,
E. Administrative Costs, and
F. Other

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HEAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring Contractor signature for this Agreement shall be mailed by first class mail to the Agency Contract Coordinator at the following address:

Business, Consumer Services and Housing Agency
Attn: Homeless Emergency Aid Program Grant Manager
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814

6. Contractor's Contract Coordinator

The Contractor's Contract Coordinator ("Authorized Representative") for this Agreement is listed below. Unless otherwise informed, any notice, report or other communication required by this Agreement will be mailed by first class mail to the Contractor's Contract Coordinator at the following address:

<table>
<thead>
<tr>
<th>Contractor's Authorized Representative Name:</th>
<th>Maya Stuart, Program Administrator - CoC Chair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>747 S. State St</td>
</tr>
<tr>
<td></td>
<td>Ukiah, CA 95482</td>
</tr>
<tr>
<td>Phone:</td>
<td>(707) 671-5365</td>
</tr>
<tr>
<td>Email:</td>
<td><a href="mailto:stuartm@mendocino.org">stuartm@mendocino.org</a></td>
</tr>
</tbody>
</table>
7. **Effective Date, Term of Agreement, and Deadlines**

   A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

   B. All HEAP grant funds must be at least fifty percent contractually obligated by January 1, 2020. One hundred percent of Program funds must be expended by June 30, 2021. Any funds not expended by that date shall be returned to the Agency and will revert to the General Fund (See Health and Safety Code Section 50215).

8. **Special Conditions**

   Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved.
BUDGET DETAIL AND PAYMENT PROVISIONS
Homeless Emergency Aid Program (HEAP)

1. Budget Detail

The Contractor agrees that HEAP funds shall be expended on one-time uses that address immediate homelessness challenges.

Consistent with the application submitted by the Contractor on December 28, 2018, the Business, Consumer Services and Housing Agency ("Agency") shall award funds in the form of a grant for the following eligible activities:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Capital Improvements: County of Mendocino</td>
<td>$ 983,414.86</td>
</tr>
<tr>
<td>Capital Improvements: City of Fort Bragg</td>
<td>$3,036,740.00</td>
</tr>
<tr>
<td>Capital Improvements: City of Ukiah</td>
<td>$ 621,788.00</td>
</tr>
<tr>
<td>B. Services:</td>
<td>$ 00.00</td>
</tr>
<tr>
<td>C. Rental Assistance or Subsidies:</td>
<td>$ 00.00</td>
</tr>
<tr>
<td>D. Homeless Youth Set-Aside: City of Ukiah</td>
<td>$ 132,720.00</td>
</tr>
<tr>
<td>Homeless Youth Set-Aside: County of Mendocino</td>
<td>$ 135,000.00</td>
</tr>
<tr>
<td>E. Administrative Costs:</td>
<td>$ 12,305.00</td>
</tr>
<tr>
<td>F. Other:</td>
<td>$ 00.00</td>
</tr>
<tr>
<td><strong>Total HEAP Award Amount:</strong></td>
<td><strong>$4,921,967.86</strong></td>
</tr>
</tbody>
</table>

2. General Conditions Prior to Disbursement

General Requirements – All Contractors must submit the following forms prior to HEAP funds being released:

A. Request for Funds Form (RFF),
B. Four original copies of the signed STD. 213 form and initialed Exhibits A through D, and
C. Any other documents, certifications, or evidence requested by Agency as part of the HEAP application.

3. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are defined in the HEAP statutes. Health and Safety Code Sections 50214 and 50215 mandate the following:

A. No more than five (5) percent of HEAP funds may be used for administrative costs related to the execution of eligible activities.
B. No less than five (5) percent of HEAP funds shall be used to establish or expand services meeting the needs of homeless youth or youth at risk of homelessness.
C. No less than 50 percent of HEAP funds shall be contractually obligated by January 1, 2020.
Standard Agreement
EXHIBIT B

D. One hundred percent of HEAP funds shall be expended by June 30, 2021.
E. Any funds not expended by June 30, 2021 shall be returned to Agency and will revert to the General Fund.

Homeless Coordinating and Financing Council (“Council”) staff will provide ongoing technical assistance and training to support Contractors in successfully complying with these requirements and deadlines.

HEAP funds may not be obligated and expended prior to the effective date of this Agreement or prior to Contractor’s receipt of HEAP funds, whichever date is later, even if it is for an eligible use under the statute. Program funds shall be expended in compliance with the requirements set forth in Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other relevant provisions established under SB 850, the NOFA, and this Agreement.

4. Disbursement of Funds

HEAP funds will be disbursed to the Contractor upon receipt, review and approval of the completed RFF by Agency, which will then forward the RFF to the State Controller’s Office (“SCO”) for a check to be issued. The RFF must include the proposed activities and amount of funds proposed for expenditure under each eligible use. HEAP funds will be disbursed in a single allocation once the RFF has been received by the SCO.

5. Budget Changes

After the effective date of this Agreement, the Contractor agrees that no changes shall be made to the Contractor’s HEAP budget, funded homeless service providers (“subrecipients”), or eligible activities listed in the RFF without first obtaining approval from Agency. Any changes to this Agreement must be requested by the Contractor in writing through submission of a Change Request Form. Changes must be approved in writing by Agency.

6. Ineligible Costs

HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code Section 50214.

Agency reserves the right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If the Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, the Contractor shall be required to reimburse these funds to Agency.
Standard Agreement
EXHIBIT B

A. An expenditure which is not authorized by this Agreement, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Contractor.

B. Expenditures for activities not described in Exhibit A or Paragraph 1 above shall be deemed authorized if the activities are consistent with Health and Safety Code Section 50214 and such activities are included in the approved RFF or are approved in writing by Agency prior to the expenditure of funds for those activities.

C. Agency, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.

D. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.

7. Administrative Costs

The Contractor must comply with Health and Safety Code Section 50214, which limits administrative costs related to the execution of eligible activities to no more than five percent of HEAP funds. For purposes of this Program, “administrative costs” does not include staff costs directly related to carrying out the eligible activities described in Paragraph 1 of this Exhibit.
TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. Effective Date, Commencement of Work and Completion Dates

A. This Agreement is effective upon approval by Agency, which is indicated by the signature provided by Agency in the lower left-hand corner of page one, Standard Agreement, STD. 213, when signed by all parties. Contractor agrees that the work shall not commence, nor any costs to be paid with HEAP funds be incurred or obligated by any party, prior to execution of this Agreement by Agency and the Contractor, or prior to Contractor's receipt of HEAP funds, whichever date is later. Contractor agrees that the work shall be completed by the expenditure date specified in Exhibit A, Paragraph 6.

B. Contractor must contractually obligate no less than 50 percent of HEAP funds by January 1, 2020. One hundred percent of HEAP funds shall be expended by June 30, 2021. Any funds not expended by June 30, 2021 shall be returned to Agency and revert to the General Fund. "Obligate" means that the Contractor has placed orders, awarded contracts, received services, or entered similar transactions that require payment from the grant amount. In the case of an award made to a general purpose local government that subcontracts with private nonprofit organizations via letters of awards and Service Provider Agreements, the Subcontractors are required to obligate the funds by the same statutory deadlines. "Expended" means all HEAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding.

C. Contractor and its Subcontractors agree that the work shall be completed by the expiration date specified in Exhibit A, Paragraph 6 and that the Scope of Work will be provided for the full term of this Agreement.

2. Sufficiency of Funds and Termination

A. Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days’ notice of termination, in writing, to the Contractor. Cause shall consist of: violations of any terms or conditions of this Agreement, or any breach of contract as described in Paragraph 7; violation of any Federal or State Laws or Regulations; or withdrawal of Agency’s expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Contractor shall be returned to Agency within thirty days of the Notice of Termination.

B. This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any
additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

3. **Transfers**

   Contractor may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

4. **Contractor's Application for Funds**

   Contractor has submitted to Agency an application for HEAP funds to provide urgently needed emergency assistance to homeless people in communities with a declared shelter crisis or applicable waiver as authorized by Health and Safety Code Section 50212(b). Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Contractor's facts, information, assertions and representations contained in that Application, and in any subsequent modifications or additions thereto approved by Agency. The Application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

   Contractor warrants that all information, facts, assertions and representations contained in the Application and approved modifications and additions thereto are true, correct, and complete to the best of Contractor's knowledge. In the event that any part of the Application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach hereof and take such action or pursue such remedies as are provided for breach hereof.

5. **Reporting/Audits**

   A. The Contractor shall submit an annual report to Agency on forms provided by Agency, by January 1, 2020 and January 1, 2021. If the Contractor fails to provide such documentation, Agency may disencumber any portion of the amount authorized by this Agreement with a 14-day written notification. The Contractor shall also submit a final report by September 30, 2021.

   B. The annual report shall contain a detailed report containing the following:

   1. Amounts awarded to subrecipients with activity(ies) identified.
   2. Contract expenditures.
Standard Agreement
EXHIBIT C

3. Unduplicated number of homeless persons or persons at imminent risk of homelessness served.
4. Number of instances of service (defined in September 5, 2018 HEAP NOFA).
5. Increases in capacity for new and existing programs.
6. The number of unsheltered homeless persons becoming sheltered.
7. The number of homeless persons entering permanent housing.

Breakdowns will be expected for each activity (i.e. services, capital improvements, rental assistance, etc.) and program type (i.e. emergency shelter, rapid re-housing, outreach, etc.) for the supplemental reporting requirements listed above, when applicable. The same information will also be requested specifically for the following subpopulations, based on priorities defined by the U.S. Department of Housing and Urban Development (HUD):

1. Chronically homeless
2. Homeless veterans
3. Unaccompanied homeless youth
4. Homeless persons in families with children

Counts by subpopulation will not be required in cases where that information is unavailable, but it is expected in cases where client information is entered in a Homeless Management Information System (HMIS). Additional breakdowns for other subgroups (e.g. race, ethnicity, disability status, etc.) are optional, if the Contractor chooses to include them.

The Contractor will also be asked to comment on the following:

1. Progress made toward local homelessness goals.
2. The alignment between HEAP funding priorities and “Housing First” principles adopted by the Homeless Coordinating and Financing Council.
3. Any other effects from HEAP funding that the CoC or large city would like to share (optional).

C. Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Contractor shall notify Agency of the auditor’s name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor’s working papers.
3. The Contractor is responsible for the completion of audits and all costs of preparing audits.
Standard Agreement
EXHIBIT C

4. If there are audit findings, the Contractor must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

6. **Retention and Inspection of Records**

A. The Contractor agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance of this Agreement. The Contractor agrees to provide Agency or its designee, with any relevant information requested. The Contractor agrees to permit Agency or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website, and this Agreement.

B. The Contractor further agrees to retain all records described in Paragraph A for a minimum period of five (5) years after the termination of this Agreement.

   1. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

7. **Breach and Remedies**

A. The following shall each constitute a breach of this Agreement:

   1. Contractor’s failure to comply with the terms or conditions of this Agreement.
   2. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
   3. Any failure to comply with the deadlines set forth in this Agreement.

B. In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

   1. Bar the Contractor from applying for future HEAP funds;
   2. Revoke any other existing HEAP award(s) to the Contractor;
   3. Require the return of any unexpended HEAP funds disbursed under this Agreement;
   4. Require repayment of HEAP funds disbursed and expended under this Agreement;
5. Require the immediate return to Agency of all funds derived from the use of
HEAP funds including, but not limited to recaptured funds and returned funds;
6. Seek, in a court of competent jurisdiction, an order for specific performance of
the defaulted obligation or the appointment of a receiver to complete the
technical assistance in accordance with HEAP requirements; and
7. Seek such other remedies as may be available under this Agreement or any
law.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Contractor to cure the breach or violation
within a period of not less than 15 days.

8. **Waivers**

   No waiver of any breach of this Agreement shall be held to be a waiver of any prior or
   subsequent breach. The failure of Agency to enforce at any time the provisions of this
   Agreement, or to require at any time, performance by the Contractor of these
   provisions, shall in no way be construed to be a waiver of such provisions nor to affect
   the validity of this Agreement or the right of Agency to enforce these provisions.

9. **Nondiscrimination**

   During the performance of this Agreement, Contractor and its subcontractors shall not
   unlawfully discriminate, harass, or allow harassment against any employee or
   applicant for employment because of sex (gender), sexual orientation, gender identity,
   gender expression, race, color, ancestry, religion, creed, national origin (including
   language use restriction), pregnancy, physical disability (including HIV and AIDS),
   mental disability, medical condition (cancer/genetic characteristics), age (over 40),
   genetic information, marital status, military and veteran status, and denial of medical
   and family care leave or pregnancy disability leave. Contractors and subcontractors
   shall ensure that the evaluation and treatment of their employees and applicants for
   employment are free from such discrimination and harassment. Contractor or
   subcontractors shall comply with the provisions of the Fair Employment and Housing
   Act (Government Code section12990 (a-f) et seq.) and the applicable regulations
   promulgated thereunder (California Code of Regulations, Title 2, section 7285 et seq.).
   The applicable regulations of the Fair Employment and Housing Commission
   implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division
   4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement
   by reference and made a part hereof as if set forth in full. Contractor and its
   subcontractors shall give written notice of their obligations under this clause to labor
   organizations with which they have a collective bargaining or other agreement.
10. **Conflict of Interest**

All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code, sections 10410 and 10411, for State conflict of interest requirements.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C. Employees of the Contractor: Employees of the Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100 et seq.

11. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Contractor, and its subcontractors, hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees,
contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:

1. The dangers of drug abuse in the workplace;
2. Contractor's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance programs; and,
4. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:

1. Will receive a copy of Contractor’s drug-free policy statement, and
2. Will agree to abide by terms of Contractor’s condition of employment or subcontract.

12. **Child Support Compliance Act**

For any Contract Agreement in excess of $100,000, the Contractor acknowledges in accordance with Public Contract Code 7110, that:

A. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

B. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. **Special Conditions – Contractors/Subcontractor**

The Contractor agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Contractor shall ensure that all Subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.

Homeless Emergency Aid Program
NOFA Date: 09/05/2018
Standard Agreement
EXHIBIT C

A. The Agreement between the Contractor and any Subcontractor shall require the Contractor and its Subcontractors, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
2. Maintain at least the minimum State-required worker’s compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Contractor or any Subcontractor in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

14. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, the Contractor, its Subcontractors, and all eligible activities.

Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to Agency upon request.

15. Inspections

A. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

C. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.
16. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Contractor shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.
SPECIAL TERMS AND CONDITIONS

Homeless Emergency Aid Program (HEAP)

1. All proceeds from any interest-bearing account established by the Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to the Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities. Consistent with Health and Safety Code Section 50214 (b), no more than five (5) percent of these proceeds may be used for general administrative purposes. At least five (5) percent of these proceeds must be allocated to establishing or expanding services for homeless youth, as defined in HEAP Program documents.

2. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institutions Code Section 8255(b).

3. The Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System ("HMIS") data collected and entered into the Contractor’s HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment.

4. Pursuant to the information provided in the Contractor’s application, the following jurisdictions have declared and have in effect a shelter crisis in accordance with Government Code Section 8698.2 at the time of this award, and are eligible to receive HEAP funds through the Contractor:

<table>
<thead>
<tr>
<th>County of Mendocino</th>
<th>City of Ukiah</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Fort Bragg</td>
<td></td>
</tr>
</tbody>
</table>

The following jurisdictions have not declared a shelter crisis at the time of this award and are not eligible to directly receive HEAP funds through the Contractor:

| City of Willits |

Homeless Emergency Aid Program
NOFA Date: 09/05/2018

Contractor's Initials
IN WITNESS WHEREOF

DEPARTMENT FISCAL REVIEW:
By: ______________
   Tammy Moss Chandler, HHSA Director
Date: 2/5/19
Budgeted: ☑ Yes ☐ No
Budget Unit: 5010
Line Item:
Org/Object Code:
Grant: ☑ Yes ☐ No
Grant No.: 0433

COUNTY OF MENOCINO
By: ______________
   Carre Brown, Chair
   BOARD OF SUPERVISORS
Date: FEB 27 2019

ATTEST:
CARMEL J. ANGELO, Clerk of said Board
By: ______________
   Deputy
   FEB 27 2019
I hereby certify that according to the provisions of
Government Code section 25103, delivery of this
document has been made.

CARMEL J. ANGELO, Clerk of said Board
By: ______________
   Deputy
   FEB 27 2019

INSURANCE REVIEW:
By: ______________
   Risk Management
Date: 2-5-19

CONTRACTOR/COMPANY NAME
By: ______________
   Sec STD 213
   Alexis Podesta, Secretary
Date: ______________
NAME AND ADDRESS OF CONTRACTOR:
Business, Consumer Services and Housing Agency
915 Capitol Mall, Suite 350-A
Sacramento, CA 95814

By signing above, signatory warrants and
represents that he/she executed this Agreement in
his/her authorized capacity and that by his/her
signature on this Agreement, he/she or the entity
upon behalf of which he/she acted, executed this
Agreement.

COUNTY COUNSEL REVIEW:
APPROVED AS TO FORM:
KATHARINE L. ELLIOTT,
County Counsel
By: ______________
   Deputy
   Date: 2-6-19

EXECUTIVE OFFICE/FISCAL REVIEW:
By: ______________
   Deputy CEO
   Date: 2-19-19

Signatory Authority: ☑ 0-25,000 Department; ☑ 25,001-60,000 Purchasing Agent; ☑ 50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☑ N/A
Mendocino County Business License: Valid ☑
Exempt Pursuant to MCC Section:
Mendocino County Homeless Services Continuum of Care

Nominations for Open Board Seats

Monday, March 18, 2019
Mendocino County Public Health, 1120 S. Dora St.
Conference Room 1
1:30 – 3:30

Board Seat - Addressing the Needs of Seniors North/Inland
- Nomination: Jacque Williams nominated Joel Soinila, Street Medicine

Board Seat – Coastal Shelter Representative
- Nomination: Lynelle Johnson nominated Carla Harris, MCHC

Board Seat – Needs of Veterans
- Nomination: Maya Stuart nominated Johnathan Plank, DVOP
- Nomination: Sandra Stolfi, VA

Board Seat – South County Shelter Representative
- Open

<table>
<thead>
<tr>
<th>MCHS CoC Governing Board Members</th>
<th>Blythe Post</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judy Albert</td>
<td></td>
</tr>
<tr>
<td>Org. Addressing Needs of Victims of Domestic Violence</td>
<td>Org. Addressing Needs of Unaccompanied Youth or TAY</td>
</tr>
<tr>
<td>Heather Blough</td>
<td>Carla Harris (appointed to complete term to 3/18/19)</td>
</tr>
<tr>
<td>Public Housing Authority, MCHS CoC Co-Chair</td>
<td>Shelter Representative/Coast. MCHS CoC</td>
</tr>
<tr>
<td>Open</td>
<td>Maya Stuart</td>
</tr>
<tr>
<td>Org. addressing needs of Seniors, MCHS CoC</td>
<td>Collaborative Applicant, MCHS CoC Chair</td>
</tr>
<tr>
<td>Jacque Williams</td>
<td>Open</td>
</tr>
<tr>
<td>Org. Addressing Needs of Persons with Chronic Substance Abuse</td>
<td>Org. Addressing Needs of Veterans</td>
</tr>
<tr>
<td>Libby Guthrie</td>
<td>Donald Damp</td>
</tr>
<tr>
<td>Org. Addressing Needs of Persons with HIV/AIDS</td>
<td>Homeless or Formerly Homeless Individual</td>
</tr>
<tr>
<td>Zenia Leyva Chou</td>
<td>Sage Wolf</td>
</tr>
<tr>
<td>Org. Providing Health Care Services to the Homeless</td>
<td>Org. Addressing Needs of Chronically Homeless</td>
</tr>
<tr>
<td>Paddy Michalski, Manzanita</td>
<td>Amanda Archer</td>
</tr>
<tr>
<td>Org. Addressing Needs of Persons Seriously Mentally III</td>
<td>Shelter Representative – North/Inland</td>
</tr>
</tbody>
</table>
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Mendocino County Definitions of Homelessness V. 3.5

A. Homegrown
   1. Adult individuals and families experiencing homelessness as defined by HUD or McKinney Vento, and:
      a. had a permanent job in Mendocino County before entering homelessness,
      b. have family in Mendocino County (either living or dead), or
      c. attended High School in Mendocino County.

B. Local
   1. Adult individuals as defined by HUD or families with children as defined by McKinney – Vento, and did not/do not:
      a. have a permanent job in Mendocino County before entering homelessness,
      b. have family in Mendocino County (either living or dead), or
      c. attend High School in Mendocino County (head of household), but
      d. are confident that Mendocino County is where they are most likely to recover from homelessness and transition into sustainable permanent housing, and
      e. are willing to engage in services, or
      f. need assistance while arrangements are made to connect them with people in the community most likely to support their recovery from homelessness and transition into sustainable permanent housing and willing to engage in services.

C. Travelers:
   1. Adult individuals and families with children not experiencing homelessness under the definitions of either “Homegrown or Local”.
   2. Those who may be defined by HUD, but are:
      a. unwilling to engage in services,
      b. unwilling to engage positively with outreach teams or other service providers,
      c. requiring involvement of law enforcement due to criminal behaviors,
      d. traveling through, or who do not reside in the county year round,

The above definitions are for the Mendocino County Homeless Services Continuum of Care and for partners agencies to use for triage in prioritization of client need and referral to services.
Mendocino County Definitions of Homelessness V. 23

A. Established-Homegrown
1. Adult individuals and families experiencing homelessness as defined by HUD or McKinney Vento, or otherwise residing in a situation that may be terminated at any time by those allowing them to use space not legally belonging to them, and:
   a. had a permanent job in Mendocino County before entering homelessness,
   b. have family in Mendocino County (either living or dead), or
   c. attended High School in Mendocino County.
2. Families with children as defined by McKinney Vento, and:
   a. had a permanent job in Mendocino County before entering homelessness,
   b. have family in Mendocino County (either living or dead), or
   c. attended High School in Mendocino County.

How status be verified?

B. Not-established-Local
1. Adult individuals as defined by HUD or families with children as defined by McKinney Vento, and did not/do not:
   a. have a permanent job in Mendocino County before entering homelessness,
   b. have family in Mendocino County (either living or dead), or
   c. attend High School in Mendocino County (head of household), but
   d. are confident that Mendocino County is where they are most likely to recover from homelessness and transition into sustainable permanent housing, and
   e. are willing to engage in services, or
   f. need assistance while arrangements are made to connect them with people in the community most likely to support their recovery from homelessness and transition into sustainable permanent housing and willing to engage in services.

2. Adult individuals as defined by HUD or families with children as defined by McKinney Vento, who need assistance while arrangements are made to connect them with people in the community most likely to support their recovery from homelessness and transition into sustainable permanent housing and willing to engage in services.

This assistance must be provided, and is the responsibility of the receiving agency.

C. Travelers:
1. Adult individuals and families with children not experiencing homelessness under the definitions of either "Established-Homegrown or Not-Established-Local", by the
2. Those who may be defined by HUD, but are:
   a. Mendocino County Homeless Services Continuum of Care.
California Emergency Solutions and Housing

2018 Notice of Funding Availability

State of California
Governor Edmund G. Brown Jr.

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

Ben Metcalf, Director
Department of Housing and Community Development

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Telephone: (916) 263-2771
Website: http://www.hcd.ca.gov/
CESH Program Email: CESH@hcd.ca.gov

August 15, 2018
C. Funding activity limits

An AE is eligible for a funding amount within the funding activity limits. The funding activity limits are listed in Appendix A and determined by a formula pursuant to section 50490.2, subdivision (a). This formula includes the following components:

1) The 2017 point-in-time count;

2) The number of extremely low-income households in rental housing that pay more than 50 percent of household income on rent; and

3) The percentage of households below the federal poverty line.

The AE will be responsible for setting any minimum and maximum grant amounts, since they will be evaluating subrecipient applications and managing those contracts.

An AE shall not use more than 40 percent of any funds allocated in a fiscal year for operating support for emergency housing interventions as described in Section II.B.4 (§ 50490.4, subdivision (f)). In addition, if the CoC does not have a functioning CES and HMIS that meet the applicable HUD requirements as set forth in Section II.E.3.A of this NOFA, a minimum of 20 percent of the allocation to the CoC service area will be used to implement or update its systems to comply with such requirements (§ 50490.3, subdivision. (a)(3)(B)).

There is no matching contribution requirement for activities funded with CESH Program funds. However, CESH Program funds may be used for the one-to-one match of federal ESG funds as long as they are for the same approved activity.

D. Program administrative and activity costs

The AE within a CoC service area that receives an allocation for a CoC service area shall not use more than 5 percent of that allocation for administrative costs related to the planning and execution of eligible activities. For purposes of this subdivision, staff and overhead costs directly related to carrying out the eligible activities described in Section II.B are "activity costs" and not subject to the cap on "administrative costs." An AE may share any funds available for administrative costs with subrecipients.(§ 50490.2, subdivision (b).)

E. Application requirements

An application submitted in response to this NOFA shall meet the minimum requirements listed below: (§ 50490.3.)

1) Requests an allocation listed in Appendix A in order to carry out one or more of the eligible activities described in Section II.B. Any activities must be carried out within the relevant CoC service area.
<table>
<thead>
<tr>
<th>Organization</th>
<th>Funding Approved</th>
<th>Contract Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Mendocino County Office of Education</td>
<td>$135,000</td>
<td>Pending approval by CoC</td>
</tr>
<tr>
<td>2. Mendocino Coast Hospitality Center</td>
<td>$36,740</td>
<td>Pending approval by CoC</td>
</tr>
<tr>
<td>4. Redwood Community Services</td>
<td>$621,788</td>
<td>Pending approval by CoC</td>
</tr>
<tr>
<td>3. Project Sanctuary</td>
<td>$132,720</td>
<td>Pending approval by CoC</td>
</tr>
<tr>
<td>5. Danco Communities</td>
<td>$3,000,000</td>
<td>Waiting for outcome of Tax Credit Application - expected in July 2019</td>
</tr>
<tr>
<td>6. Rural Communities Housing Development Corporation</td>
<td>$983,415</td>
<td>Waiting for outcome of Tax Credit Application - expected in October 2019</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>$4,909,663</strong></td>
</tr>
</tbody>
</table>
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EXHIBIT A

DEFINITION OF SERVICES

I. The objective of the Homeless Emergency Aid Program (HEAP) program is to provide direct assistance to localities in order to address the homelessness crisis throughout California. HEAP projects meet specific needs that have been identified by County and community partners in Mendocino County. Mendocino County Homeless Services Continuum of Care (MCHSCoC) retains ultimate control and decision-making related to the distribution of the HEAP funds.

II. CONTRACTOR shall provide the following services:

A. Weekend meals (snack packs) for up to two hundred seventy (270) students each week, between April 1, 2019 and June 30, 2019, for up to ten (10) weeks. These meals will be distributed weekly to Mendocino County children experiencing homelessness.

B. Weekend meals (snack packs) for up to four hundred fifty (450) students each week, between August 1, 2019 and June 30, 2021, for up to sixty-nine (69) weeks. These meals will be distributed weekly to Mendocino County children experiencing homelessness.

C. Serve as coordinator and facilitator of local service clubs and volunteers to provide the facility and labor to assemble the weekly snack packs.

D. Coordinate with the United Parcel Service (UPS) to arrange free delivery of the snack packs to schools in Mendocino County.

E. Provide quarterly narrative reports to MCHSCoC that detail the number of meals distributed, at each school site, by month. Report must also include a short narrative (less than one (1) page) that describes work performed and any expected changes to project plan.

[END OF DEFINITION OF SERVICES]
EXHIBIT B
PAYMENT TERMS

1. COUNTY will pay CONTRACTOR as per the following instructions:

   A. Submission of claims and reports will comply as follows:

      1. CONTRACTOR will submit quarterly invoices to the Program Administrator of
         the Health and Human Services Agency, Housing Options for Mendocino
         County (HOME) Team as follows:

         | Service Period                | Invoice Due Date  |
         |-------------------------------|-------------------|
         | April 1, 2019 – June 30, 2019 | July 31, 2019     |
         | July 1, 2019 – September 30, 2019 | October 31, 2019 |
         | October 1, 2019 – December 31, 2019 | January 30, 2020 |
         | January 1, 2020 – March 31, 2020 | April 30, 2020    |
         | April 1, 2020 – June 30, 2020 | July 31, 2020     |
         | July 1, 2020 – September 30, 2020 | October 31, 2020 |
         | October 1, 2020 – December 31, 2020 | January 31, 2020 |
         | January 1, 2021 – March 31, 2021 | April 30, 2021    |
         | April 1, 2021- June 30, 2021 | July 30, 2021     |

      2. Invoices submitted ninety (90) days after the service is provided must be
         accompanied by a letter explaining why the invoice is late. COUNTY has the
         sole authority to determine whether to approve or disapprove payment of the
         late invoice.

      3. COUNTY shall not approve payment of funds until CONTRACTOR has filed
         all reports required under this Agreement.

      4. Receipts and invoices for actual costs need to be provided for
         reimbursement.

      5. If the contract is significantly under-spent by June 2020, the COUNTY may
         request a contract amendment to revise the scope of work, and if necessary,
         adjust the total contract amount.
B. Services furnished under this Agreement will be reimbursed as per the following budget:

<table>
<thead>
<tr>
<th>SERVICES</th>
<th>DURATION</th>
<th>QUANTITY</th>
<th>COST</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekend Snack Packs</td>
<td>Up to 10 Weeks</td>
<td>Up to 270 Each Week</td>
<td>$4.00 Each</td>
<td>$10,800</td>
</tr>
<tr>
<td>April 1, 2019 – June 30, 2019</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Weekend Snack Packs</td>
<td>Up to 69 Weeks</td>
<td>Up to 450 Each Week</td>
<td>$4.00 Each</td>
<td>$124,200</td>
</tr>
<tr>
<td>August 1, 2019 – June 30, 2021</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| CONTRACT TOTAL                       |                |                |                | $135,000      |

C. Invoices and receipts shall be submitted to:

COUNTY OF MENDOCINO
Health and Human Services Agency
HHSA HOME Team
747 S. State Street
Ukiah, CA 95482
Attn: Maya Stuart

Payments under this Agreement shall not exceed One Hundred Thirty-Five Thousand Dollars ($135,000) for the term of this Agreement.

[END OF PAYMENT TERMS]
EXHIBIT A

DEFINITION OF SERVICES

I. The objective of the Homeless Emergency Aid Program (HEAP) is to provide direct assistance to localities in order to address the homelessness crisis throughout California. HEAP projects meet specific needs that have been identified by County and community partners in Mendocino County. Mendocino County Homeless Services Continuum of Care (MCHSCoC) retains ultimate control and decision-making related to the distribution of the HEAP funds.

II. CONTRACTOR shall:

A. Complete both Phases of Capital Improvement Project for Mendocino Coast Hospitality Center.
   1. Phase One: Paint the exterior of 101 N. Franklin Street, Fort Bragg
   2. Phase Two: Purchase a new commercial sanitizing dishwasher for emergency shelter meal service

B. Submit Project Status Update Form (Attachment A) upon completion of each phase.

C. Allow MCHSCoC Board Members to conduct a visual inspection of the building upon completion of all work, but prior to December 31, 2019.

[END OF DEFINITION OF SERVICES]
EXHIBIT B
PAYMENT TERMS

I. Submission of claims and reports will comply as follows:

A. CONTRACTOR will submit an invoice for each project phase, accompanied by an estimate from the building contractor, to the Program Administrator of the Health and Human Services Agency HOME Team for pre-payment of project phase.

B. Phases are expected to be completed one at a time, receipts must be submitted for verification of a completed phase before COUNTY shall issue payment to CONTRACTOR for the next phase of the project.

C. More than one invoice for concurrent phases may be submitted at a time only when a pre-approval email from the Program Administrator is received by the CONTRACTOR.

D. At the completion of each project phase, CONTRACTOR will submit receipts for actual costs to verify completion of that phase. Receipts must be submitted within two weeks of completion, accompanied by a Project Status Update Form (Attachment A).

E. Line item budget shifts up to 10% do not require COUNTY approval. Line item budget shifts greater than 10% require a pre-approval email from the Program Administrator.

F. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoice.

G. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

II. COUNTY will pay CONTRACTOR as per the following instructions:

<table>
<thead>
<tr>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phase One: Painting Material, labor, and permit fees to repaint the exterior of 101 N Franklin Street, Fort Bragg</td>
<td>$30,982.53</td>
<td></td>
</tr>
<tr>
<td>Phase Two: Dishwasher Cost of a new commercial dishwasher for emergency shelter meal service</td>
<td>$5,777.47</td>
<td></td>
</tr>
<tr>
<td>CONTRACT TOTAL</td>
<td>$36,740.00</td>
<td></td>
</tr>
</tbody>
</table>
DEFINITION OF SERVICES

III. Invoices and receipts shall be submitted to:

Maya Stuart  
Program Administrator  
HHSA HOME Team  
737 S. State Street  
Ukiah, CA 95482

Payments under this Agreement shall not exceed Thirty-Six Thousand, Seven Hundred Forty Dollars ($36,740) for the term of this Agreement.

[END OF PAYMENT TERMS]
PROJECT STATUS UPDATE FORM

HOMELESS EMERGENCY AID PROGRAM (HEAP) PROJECT SUMMARY

REPORT DATE: 
Date

PROJECT NAME: Transitional Housing Capital Improvements

PREPARED BY: Name

PROJECT OVERVIEW

<table>
<thead>
<tr>
<th>PHASE</th>
<th>DATEDONE</th>
<th>ESTIMATED COST</th>
<th>ACTUAL COST</th>
<th>NOTES</th>
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<tbody>
<tr>
<td>Phase One: Painting, Including labor, materials and permit</td>
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<tr>
<td>Phase Two: Dishwasher</td>
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CONCLUSIONS/RECOMMENDATIONS

Please describe significant or notable changes to the implementation of project phase, as well as any anticipated problems or concerns in the future. Attached photographs, if possible and appropriate.

Draft
EXHIBIT A

DEFINITION OF SERVICES

I. The objective of the Homeless Emergency Aid Program (HEAP) is to provide direct assistance to localities in order to address the homelessness crisis throughout California. HEAP projects meet specific needs that have been identified by County and community partners in Mendocino County. Mendocino County Homeless Services Continuum of Care (MCHSCoC) retains ultimate control and decision-making related to the distribution of the HEAP funds.

II. CONTRACTOR shall:

A. Complete all phases of Capital Improvement Project for the Homeless Services Center, located at 1045 S. State Street in Ukiah.
   1. Phase 1: Purchase 30 shelter mattresses.
   2. Phase 2: Complete Day Center construction. This shall include completing: bathroom/shower facility; plumbing; electrical; framing; drywall; painting; lighting and fixtures; and some exterior landscaping, concrete and fencing. After completion of the construction, CONTRACTOR will be able to receive an occupancy permit and open the Day Center to the public.
   3. Phase 3: Predevelopment of the Day Center and Shelter build-out to increase capacity. This redesign of space will allow for additional office spaces within the same large building that houses both the Day Center and Shelter. Predevelopment fees shall include architect, engineering, and building permit.
   4. Phase 4: Build-out of the Day Center and Shelter to renovate the front portion of the building. CONTRACTOR shall expand the Day Center and Shelter capacities to include office spaces for case managers and clinicians. The expansion comprises of plumbing, electrical, framing, drywall, painting, lighting and fixtures, security system, fire safety measures, and other materials/construction as needed.
   5. Phase 5: Predevelopment of permanent housing to be constructed on the same property. This includes the design and permitting for permanent housing development.
   6. Phase 6: Permanent housing site work to develop the parking, sidewalks, and other necessary exterior features to support the future construction of the units.
   7. Phase 7: Building reconstruction and development which includes major reconstruction of the roof and exterior walls for the Shelter and Day Center. Developments shall include exterior lighting, air exchange system, and upgraded gas service to the site.

B. Submit Project Status Update Form (Attachment A) upon completion of each phase.
C. Allow MCHSCoC Board Members to conduct a visual inspection of the building upon completion of all work, but prior to December 31, 2020.

[END OF DEFINITION OF SERVICES]
EXHIBIT B

PAYMENT TERMS

I. Submission of claims and reports will comply as follows:

A. CONTRACTOR will submit an invoice for each project phase, accompanied by an estimate from the building contractor, to the Program Administrator of the Health and Human Services Agency HOMe Team for pre-payment of project phase.

B. Phases are expected to be completed one at a time, receipts must be submitted for verification of a completed phase before COUNTY shall issue payment to CONTRACTOR for the next phase of the project.

C. More than one invoice for concurrent phases may be submitted at a time only when a pre-approval email from the Program Administrator is received by the CONTRACTOR.

D. At the completion of each project phase, CONTRACTOR will submit receipts for actual costs to verify completion of that phase. Receipts must be submitted within two weeks of completion, accompanied by a Project Status Update Form (Attachment A).

E. Line item budget shifts up to 10% do not require COUNTY approval. Line item budget shifts greater than 10% require a pre-approval email from the Program Administrator.

F. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoice.

G. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

II. COUNTY will pay CONTRACTOR as per the following instructions:

<table>
<thead>
<tr>
<th>A</th>
<th>Phase One: Shelter Mattresses</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Shelter Mattresses: Cost of 30 mattress x $160.</td>
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<table>
<thead>
<tr>
<th>B</th>
<th>Phase Two: Complete Day Center Construction</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Labor and materials for construction, including completing the bathroom/shower facility, plumbing, electrical, framing, drywall, painting, lighting and fixtures, and some exterior landscaping, concrete and fencing.</td>
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<td></td>
<td>Phase</td>
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<td>----------------------------------------------------------------------</td>
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<tr>
<td>C</td>
<td>Phase Three: Predevelopment of the Day Center and Shelter Build-out Labor for designing and engineering and permit costs.</td>
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<tr>
<td>D</td>
<td>Phase Four: Build-out of the Day Center and Shelter Labor, materials and outside contractors to renovate the front portion of the building to expand the Day Center and Shelter capacities. This includes, plumbing, electrical, framing, drywall, painting, lighting and fixtures, security system, fire safety measures, and other materials / construction as needed.</td>
</tr>
<tr>
<td>E</td>
<td>Phase Five: Predevelopment of Permanent Housing Labor to design and begin permitting the permanent housing development.</td>
</tr>
<tr>
<td>F</td>
<td>Phase Six: Permanent Housing Site Work Labor and materials to develop the parking, sidewalks, and other necessary exterior features to support the future construction of the permanent housing units.</td>
</tr>
<tr>
<td>G</td>
<td>Phase Seven: Building Reconstruction and Development Labor and materials to reconstruct the roof and exterior walls of the entire building, as well as other necessary developments such as exterior lighting, air exchange system, and upgraded gas service to the site.</td>
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<tr>
<td>H</td>
<td>Contingency 4% of the construction budget for unforeseen construction needs</td>
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<td></td>
<td><strong>CONTRACT TOTAL</strong></td>
</tr>
</tbody>
</table>

III. Invoices and receipts shall be submitted to:

Maya Stuart  
Program Administrator  
HHSA HOME Team  
737 S. State Street  
Ukiah, CA 95482

Payments under this Agreement shall not exceed Six Hundred Twenty-One Thousand Seven Hundred Eighty-Eight Dollar ($621,788) for the term of this Agreement.

[END OF PAYMENT TERMS]
PROJECT STATUS UPDATE FORM

HOMELESS EMERGENCY AID PROGRAM (HEAP) PROJECT SUMMARY

<table>
<thead>
<tr>
<th>REPORT DATE</th>
<th>PROJECT NAME</th>
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</thead>
<tbody>
<tr>
<td>Date</td>
<td>Capital Improvements for Homeless Services Center site at 1045 S State Street, Ukiah, CA</td>
</tr>
<tr>
<td>Name</td>
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</table>

PROJECT OVERVIEW

<table>
<thead>
<tr>
<th>PHASE</th>
<th>DONE</th>
<th>ESTIMATED COST</th>
<th>ACTUAL COST</th>
<th>NOTES</th>
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<tbody>
<tr>
<td>Phase One: Purchase 30 shelter beds</td>
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<tr>
<td>Phase Two: Complete Day Center Construction, including labor and materials for all aspects of construction</td>
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<tr>
<td>Phase Three: Predevelopment of the Day Center and Shelter Build-Out, including labor for designing and engineering and permit costs</td>
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<tr>
<td>Phase Four: Build-Out of the Day Center and Shelter, including labor and materials to renovate the front portion of the building</td>
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<tr>
<td>Phase Five: Predevelopment of Permanent Housing, including labor to design and begin the permitting process</td>
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<tr>
<td>Phase Six: Permanent Housing Site Work, including parking, sidewalks and other exterior features</td>
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<tr>
<td>Phase Seven: Building Reconstruction and Development, including major rehabilitation to the roof, exterior walls, and other necessary developments</td>
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</tbody>
</table>
Ise describe significant or notable changes to the implementation of project phase, as well as any anticipated problems or concerns in the future. Attached photographs, if possible and appropriate.
EXHIBIT A

DEFINITION OF SERVICES

I. The objective of the Homeless Emergency Aid Program (HEAP) is to provide direct assistance to localities in order to address the homelessness crisis throughout California. HEAP projects meet specific needs that have been identified by County and community partners in Mendocino County. Mendocino County Homeless Services Continuum of Care (MCHSCoC) retains ultimate control and decision-making related to the distribution of the HEAP funds.

II. CONTRACTOR shall:

A. Complete all Phases of Capital Improvement Project for bathroom renovation
   1. Phase One: Preliminary construction activities for the project, including drawing plans and obtaining permits.
   2. Phase Two: Removal of existing unit, including haul away costs.
   3. Phase Three: Complete framing construction, including materials, underground utilities, windows and other items as needed.
   4. Phase Four: Complete plumbing and electrical construction, including HVAC/mini-split.
   5. Phase Five: Final construction, including installation of doors, drywall, flooring, paint and other costs associated with the final construction.

B. Submit Project Status Update Form (Attachment A) upon completion of each phase.

C. Allow MCHSCoC Board Members to conduct a visual inspection of the building upon completion of all work, but prior to June 30, 2021.

[END OF DEFINITION OF SERVICES]
EXHIBIT B

PAYMENT TERMS

I. Submission of claims and reports will comply as follows:

A. CONTRACTOR will submit an invoice for each project phase, accompanied by an estimate from the building contractor, to the Program Administrator of the Health and Human Services Agency HOME Team for pre-payment of project phase.

B. Phases are expected to be completed one at a time, receipts must be submitted for verification of a completed phase before COUNTY shall issue payment to CONTRACTOR for the next phase of the project.

C. More than one invoice for concurrent phases may be submitted at a time only when a pre-approval email from the Program Administrator is received by the CONTRACTOR.

D. At the completion of each project phase, CONTRACTOR will submit receipts for actual costs to verify completion of that phase. Receipts must be submitted within two weeks of completion, accompanied by a Project Status Update Form (Attachment A).

E. Line item budget shifts up to 10% do not require COUNTY approval. Line item budget shifts greater than 10% require a pre-approval email from the Program Administrator.

F. Invoices submitted past the due date must be accompanied by a letter explaining why the invoice is late. COUNTY has the sole authority to determine whether to approve or disapprove payment of late invoice.

G. COUNTY shall not approve payment of funds until CONTRACTOR has filed all reports required under this Agreement.

II. COUNTY will pay CONTRACTOR as per the following instructions:

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Phase One: Predevelopment of Project Drawing of plans and obtaining permits, including labor</td>
<td>$8,700</td>
</tr>
<tr>
<td>B</td>
<td>Phase Two: Removal of existing unit Labor and materials to tear down and dispose of existing structure</td>
<td>$18,868</td>
</tr>
<tr>
<td>C</td>
<td>Phase Three: Framing Labor and materials to frame construction, including underground utilities, windows, and other items as needed</td>
<td>$24,884</td>
</tr>
<tr>
<td></td>
<td>Description</td>
<td>Amount</td>
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<td>----------------------------------------------------------------------------</td>
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</tr>
<tr>
<td>D</td>
<td>Phase Four: Plumbing and Electrical</td>
<td>$49,884</td>
</tr>
<tr>
<td></td>
<td>Complete plumbing and electrical work including labor and materials.</td>
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<tr>
<td></td>
<td>Includes HVAC/mini split costs</td>
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<tr>
<td>E</td>
<td>Phase Five: Final Construction</td>
<td>$30,384</td>
</tr>
<tr>
<td></td>
<td>Labor and materials for final construction phase, including installation of</td>
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<td>doors, drywall, flooring, paint and other costs associated with the final</td>
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<td></td>
<td>construction</td>
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<td></td>
<td>CONTRACT TOTAL</td>
<td>$132,720</td>
</tr>
</tbody>
</table>

**DEFINITION OF SERVICES**

III. Invoices and receipts shall be submitted to:

Maya Stuart  
Program Administrator  
HHSA HOME Team  
737 S. State Street  
Ukiah, CA  95482

Payments under this Agreement shall not exceed One Hundred Thirty Two Thousand, Seven Hundred Twenty Dollars ($132,720) for the term of this Agreement.

[END OF PAYMENT TERMS]
PROJECT STATUS UPDATE FORM

HOMELESS EMERGENCY AID PROGRAM (HEAP) PROJECT SUMMARY

<table>
<thead>
<tr>
<th>REPORT DATE</th>
<th>PROJECT NAME</th>
<th>PREPARED BY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Bathroom Renovation</td>
<td>Name</td>
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</table>

PROJECT OVERVIEW

<table>
<thead>
<tr>
<th>PHASE</th>
<th>% DONE</th>
<th>ESTIMATED COST (must match amount invoiced)</th>
<th>ACTUAL COST (must match receipts provided)</th>
<th>NOTES</th>
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<tbody>
<tr>
<td>Phase One: Preliminary</td>
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<tr>
<td>construction activities for project</td>
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<td>Phase Two: Labor for tear down, removal of existing unit, haul-away costs.</td>
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<td>Phase Three: Framing of project, including materials and labor</td>
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<td>Phase Four: Plumbing and electrical, including materials and labor</td>
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<tr>
<td>Phase Five: Final construction activities, including materials and labor</td>
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</tbody>
</table>

CONCLUSIONS/RECOMMENDATIONS

Please describe significant or notable changes to the implementation of project phase, as well as any anticipated problems or concerns in the future. Attached photographs, if possible and appropriate.
February 26, 2019

McKenzie Dibble
Danco Communities
5251 Ericson Way
Arcata, CA 95521

RE: HEAP Funding Commitment – The Plateau, 441 South Street, Fort Bragg, CA 95437

Dear Ms. Dibble:

The County of Mendocino Health and Human Services Agency, as the Administrative Entity for Mendocino County’s Homeless Continuum of Care (MCHCOC), is pleased to participate in The Plateau affordable housing project by providing funding in an amount up to $3,000,000. These funds are provided to Danco Communities through an allocation to the County of Mendocino from the Homeless Emergency Aid Program (HEAP), funded by the California Homeless Coordinating and Financing Council.

At their meeting on December 17th, 2018, the MCHCOC received funding recommendations, and officially approved funding allocations at their February 11, 2019 meeting to local projects committed to reducing homelessness in Mendocino County. Danco’s “Plateau” affordable housing project was included in this allocation decision with a commitment of $3,000,000.

We look forward to the successful completion of this project and new housing opportunities for low-income residents in Mendocino County in accordance with HEAP funding guidelines.

Please feel free to contact me at 707-463-7823 if you have any questions. The County of Mendocino and the Mendocino County Homeless Continuum of Care is looking forward to partnering in this important addition to quality affordable housing in our community.

Sincerely,

Tammy Moss Chandler
Director, Mendocino County Health and Human Services

cc: Chair, Mendocino County Homeless Continuum of Care
March 7, 2019

Ryan LaRue
Director of Development
Rural Communities Housing Development Corporation
499 Leslie St
Ukiah, CA 95482

RE: HEAP Funding Commitment – Orr Creek Commons

Dear Mr. LaRue:

The County of Mendocino Health and Human Services Agency, as the Administrative Entity for Mendocino County’s Homeless Services Continuum of Care (MCHSCOC), is pleased to participate in the Orr Creek Commons affordable housing project by providing funding in an amount up to $983,415. These funds are provided to Rural Communities Housing Development Corporation through an allocation to the County of Mendocino from the Homeless Emergency Aid Program (HEAP), funded by the California Homeless Coordinating and Financing Council.

At their meeting on February 11, 2019, the MCHSCOC officially approved funding allocations to local projects committed to reducing homelessness in Mendocino County. RCHDC’s Orr Creek Commons affordable housing project was included in this allocation decision with a commitment of $983,415 in grant funding.

We look forward to the successful completion of this project and new housing opportunities for low-income residents in Mendocino County in accordance with HEAP funding guidelines.

Please feel free to contact me at 707-463-7823 if you have any questions. The County of Mendocino and the Mendocino County Homeless Continuum of Care is looking forward to partnering in this important addition to quality affordable housing in our community.

Sincerely,

Tammy Moss Chandler
Director, Mendocino County Health and Human Services

cc: Chair, Mendocino County Homeless Continuum of Care
<table>
<thead>
<tr>
<th>Elders</th>
<th>Transition Age Youth</th>
<th>Families &amp; Children</th>
<th>Shelter &amp; Solutions</th>
<th>Application Review</th>
<th>Discharge Planning</th>
<th>Coordinated Entry</th>
<th>HMIS/PII</th>
<th>Membership</th>
<th>Measurement</th>
<th>Performance</th>
<th>Strategic Planning</th>
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<tr>
<td>Libby Ghent (Temp. Chair)</td>
<td>Zack Crossman, Christina Griffith</td>
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<tr>
<td>Libby Ghent (Temp. Chair)</td>
<td>Judy Albert (Temp. Chair)</td>
<td>Natalie Shepherd</td>
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<td>Libby Ghent (Temp. Chair)</td>
<td>Amanda Archer</td>
<td>John DelCastillo</td>
<td>Angela Millian (Chair); Steve Scelment</td>
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<td>Libby Ghent (Temp. Chair)</td>
<td>Raddy Michalski (Temp.)</td>
<td>Brian Kvolski</td>
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<td>Libby Ghent (Temp. Chair)</td>
<td>Jacque Willimas</td>
<td>Heath Bough</td>
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<td>Libby Ghent (Temp. Chair)</td>
<td>Jenny Story * (Chair)</td>
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<td>Lisa Hargis</td>
<td>Cary Coysin, Cary Coysin</td>
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<td>Libby Ghent (Temp. Chair)</td>
<td>Zena Kaye-Chaun</td>
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<td>Heather Bough</td>
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<td>Libby Ghent (Temp. Chair)</td>
<td>MCHSC (Chair)</td>
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List of Committees

Mendocino County Homeless Services Continuum of Care