



California Interagency Council on Homelessness

ERF-3-R, Application

Part 1 (A): ADMINISTRATIVE INFORMATION

Application Window

- Window #1, 11/3/2023 - 1/31/2024
- Window #2, 2/1/2024 - 4/30/2024
- Window #3, 5/1/2024 - 6/30/2024

*Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window. **Note, applications submitted after 5:00 p.m. on 6/30/2024 will not be reviewed.***

Eligible Applicant

Select the eligible applicant's jurisdiction type.

- CoC
- City
- County

What is the name of the city or county?

City of Modesto

Part 1 (B) Contracting Information

Complete all elements of the below section. This information is required for contracting should this application be chosen for award.

Contractor Information

Contractor Name (the legal entity entering into contract with the State)

City of Modesto

What is the Federal Employer Identification Number (FEIN # or tax id number) for the contractor?

94-6000374

Tax ID Form

govt-tin-form-000.pdf

Governmental entities will need to submit a GovTIN Tax Form, and Non-governmental entities will need to submit a STD 204 Tax Form. Links to each are below:

GovTIN: [Taxpayer ID Form \(ca.gov\)](#)

STD 204: [STD 204 - Payee Data Record \(ca.gov\)](#)

Who is the best contact person for this contract?

Primary Contact

<input type="text" value="Edgar"/>	<input type="text" value="Garcia"/>
First	Last

This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)

Job title

<input type="text" value="Community Development Manager"/>
job title

Email

<input type="text" value="edgarcia@modestogov.com"/>
--

Phone

<input type="text" value="(209) 571-5101"/>

This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)

Secondary Contact

<input type="text" value="Maribel"/>	<input type="text" value="McCarroll"/>
First	Last

Job title

<input type="text" value="Senior Community Development Program Specialist"/>
job title

Email

<input type="text" value="Mmcarroll@modestogov.com"/>

Phone

<input type="text" value="(209) 577-5310"/>

This contact will receive ALL grant related correspondence (inclusive of application, award, contract, office hours, information requests, reporting, etc.)

Contact Person for Reporting

<input type="text" value="Edgar"/>	<input type="text" value="Garcia"/>
First	Last

Job title

Community Development Manager

job title

Email

edgarcia@modestogov.com

Phone

(209) 571-5101

This contact will ONLY receive grant reporting correspondence (inclusive of guidance, report releases/reminders, report follow-ups).

Authorized Representative

Joseph

First

Lopez

Last

Job title

City Manager

job title

Email

joelopez@modestogov.com

Phone

(209) 577-5223

The Authorized Representative has authority to contract on behalf of the eligible applicant

If this application is funded, what address should the check be mailed to?

Address

1010 10th Street

Address Line 1

Address Line 2

Modesto

City

California

State

95355

Zip Code

Attention to (if applicable):

Edgar Garcia

 This Application uses character limits 

Reaching these limits is not required, however competitive responses will address all parts of each

question asked.

Part 2: PROPOSAL OVERVIEW

Guidance:

In completing this application, applicants must identify the specific encampment that will be prioritized for resolution.

If an applicant proposes to prioritize a large, noncontiguous, or multiple site(s), the encampments may only be addressed through a single application if: (a) the justification for prioritizing the encampments is the same, **and** (b) the demographics and service needs of the residents of the encampments is sufficiently the same that, (c) the same set of services, and service providers, including outreach, interim and permanent housing programs, will be used to resolve the identified people's experience of homelessness in encampments.

Applicant must prepare a separate application for each encampment that does not meet the requirements of (a) – (c).

Proposal Summary

Summarize the proposed Encampment Resolution Fund (ERF) project, including an overview of all key components and/or phases of the project that will be funded in whole or in part with ERF-3-R resources. (1500-character limit)

ERF will support a focused approach of the City's Camp2Home initiative along a key State Right-of-Way, Yosemite Boulevard, through outreach, interim housing, and permanent housing. The City's Community Health and Assistance Team (CHAT) is a team comprised of outreach specialists who respond to calls related to homelessness. CHAT engages, builds relationships, and links to services. In the proposed encampment, CHAT will provide respite, basic necessities, link to services, and facilitate access to interim housing options. The City has engaged two interim housing providers:(1) The Salvation Army (SA) Shelter will provide interim housing, 30-bed set aside with case management and housing navigation (2) The Modesto Gospel Mission (MGM) Shelter will provide 12 bridge housing sleeping cabin and communal restroom that include case management and housing navigation. ERF will support continued operations. MGM housing navigators will work with all encampment residents moved into both interim housing options to connect participants to permanent supportive housing, vouchers, and other housing programs. Encampment residents who do not qualify for these established housing subsidy programs will be evaluated for rapid rehousing component under ERF. This includes a rapid rehousing to assist 60 encampment residents with landlord engagement, deposit assistance, habitability items, and 12 months of rental assistance.

People Served

Number of people currently residing in prioritized encampment site

40

#

Potential inflow of people into the prioritized encampment site during the grant term.

Unsheltered homelessness is a complex issue with multiple underlying causes. The encampment provides a sense of community and support for individuals in the area. The prioritized encampment residents and those in the surrounding area are an established community and a support network along a 2-mile span on Yosemite Blvd. An inflow of 100 individuals from the surrounding area over the grant term is anticipated.

Of people currently residing in prioritized encampment site, how many will be served by this proposal?

40

#

Given the potential for inflow of people into the prioritized encampment site, how many people are projected to be served across the entire grant period?

140

#

Of people projected to be served across the entire grant period, number of people projected to transition into interim housing.

140

#

Of people projected to be served across the entire grant period, number of people projected to transition into permanent housing

140

#

*This should include both people who transition directly into permanent housing **and** people who may first transition into interim housing.*

Is the prioritized encampment site part of a larger encampment area?

Yes No

Approximately how many people are residing in the entire larger encampment area, including the prioritized site?

80

#

Briefly describe the prioritized site in relation to the larger encampment area. (1000-character limit)

The larger encampment, along a key State Right-of-Way, is a closely linked community of several smaller encampments located on a 2-mile span between South Santa Rosa Avenue and South Riverside Drive on Yosemite Blvd. This highway is a primary route for commuters, shoppers and semi-trucks and winds through a dense, urban neighborhood that is already facing socioeconomic challenges in addition to the presence of persons experiencing homelessness. The proposed prioritized encampment is one of the more populated areas of the entire encampment span and has a large inflow of encampment residents from the entire larger encampment.

Encampment Information

1. Briefly describe the characteristics of the people residing within the prioritized encampment site, including demographics, household compositions, disabilities, and projected service and housing needs. Include how this information was gathered. (1500-character limit)

The CHAT outreach team conducted in-person lived experience surveys of the prioritized encampment to inform this proposal. There are 40 individuals residing in the prioritized encampment and 52% of individuals participated in the survey. The survey data demonstrates the following: 44% of households are single individuals, 8% of households consist of 2 adults, and no minors reside in the encampment. There is 8% of individuals of age 26 to 40, 18% of individuals of age 41 to 54, and 26% who are 55 to 65 years old and of those surveyed, 50% identified as either male or female. 84% identifying their race/ethnicity as White, 11% Hispanic/Latina/e/o, and 7% American Indian, Alaska Native, or Indigenous. One individual reported to be a Veteran and 30% reported having pets. 76% of individuals reported to be homeless one year or longer and 23% reported that they have been homeless 90 days or more, but less than one year. 76% of individuals surveyed identified to have more than one barrier to housing with the highest being drug use and mental health. Other barriers included drug/alcohol abuse, mental health, chronic health conditions, developmental disability, and domestic violence. Individuals surveyed reported the following interim housing barriers, 69% storage for possessions, 84% identified income, and 76% identified that they lack vital documents, and 80% report accessing case management as a barrier.

If this proposal seeks to serve a particular target population, specify and describe.

2. Briefly describe physical characteristics of the prioritized encampment site in which the people you are proposing to serve are residing. The description must include the specific location, physical size of the area, the types of structures people are residing in at the site, whether vehicles are present, and any other relevant or notable physical characteristics of the site. (1000-character limit)

The prioritized encampment site is part of a 2-mile span located on Yosemite Boulevard. The prioritized encampment sits by Highway 132, a State right-of-way in a commercial area, along a busy main route for semi-truck traffic for the local manufacturing industry making it a safety concern for those living in the encampment due to the high volume of pedestrian vs vehicle collisions. The site is in commercial area directly north of the Modesto Traction Railroad and to the east is the Modesto Gospel Mission Homeless Shelter. The residents use crates and wood gathered from the commercial buildings to create makeshift shelters by tying tarps and blankets to fencing, trees and strollers. Residents also camp along shrubs, behind the church building, and along the fencing using blankets, pallets, and plastic crates to create barriers from other residents and the environment. In addition, there are currently two to five households staying in operational vehicles at the priority encampment site.

3. Why is this encampment site being prioritized? Applicant should identify any distinguishing needs and/or vulnerabilities of the people living in this encampment and/or any health, safety, or other concerns that led the applicant to prioritize this site over other encampments. (1000-character limit)

The City, County, Caltrans along with other cross jurisdictional partners meet bi-weekly to discuss outreach focus areas, blight, shelter capacity, health/safety concerns, and emerging issues in the community related to encampments. The Yosemite Blvd. encampment is a priority for resolution due to significant safety concerns and proximity to high traffic. The highway is a primary route for commuters, shoppers, and semi-trucks that winds through a dense urban neighborhood. The Modesto Police Department reported 670 calls related to homelessness from January 2022 to December 2023 along Yosemite Blvd. The police department also reports high incidents related to pedestrian vs vehicles and 7 collisions from January 2022 through December 2023 along Yosemite Blvd. Since an estimated 90% of encampment residents are pedestrians and report multiple barriers including drug/alcohol abuse, mental health, chronic health conditions, developmental disability, and are considered a highly vulnerable.

ERF authorizing legislation requires funding be used for “prioritized” encampments. Applicants must, therefore, provide a justification for the prioritization of the encampment proposed to be served. Except in very small communities where it may be possible to justify prioritizing all of a small number of encampments for resolution using this fund source, ERF is not intended to be used to fund a community-wide encampment resolution program.

Attachment: Map

Yosemite Encampment Map.pdf

The provided map should clearly indicate the area of the prioritized encampment. The map may also indicate the location of other key service, shelter, and housing resources described in this proposal.

4. Is the prioritized site on a state right-of-way?

No Yes - partially Yes - entirely

Attachment: Caltrans Letter of Support

SIGNED Letter of Support - Caltrans.pdf

Projects entirely or partially on a state right-of-way must include a Letter of Support from Caltrans.

- This letter must include confirmation from Caltrans that they are aware of and in support of the ERF project, including the projected timeline, and that they will only take action on that encampment site in collaboration with and at least 2 weeks-notice to the ERF grantee, unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed.

- This letter should be signed by the local Caltrans Deputy District Director of Maintenance (DDDM) or their designee.
- This letter may also include Caltrans role in the proposal and what Caltrans resources are being leveraged.

Proposal's Outcomes

5. What outcomes does this proposal seek to accomplish by 6/30/2027? Outcomes should be specific, measurable, attainable, relevant, and time-bound (SMART). (1000-character limit)

The outcomes for the prioritized encampment will utilize a housing first approach to permanently house and provide street outreach that will engage with 140 individuals over the grant period, this includes 40 individuals residing currently at the site and the anticipated inflow of 100 individuals over the grant term. Interim Housing will serve a total of 140 individuals through two providers over the grant period. Both interim housing providers currently assist individuals in obtaining permanent housing through other subsidy sources within the community. MGM proposes it can provide housing services up to 40 individuals over the grant period and SA will provide housing services up to 60 individuals over the grant period. Under ERF, MGM will operate rapid rehousing to serve up to 60 individuals over the grant period to include 12 months of rental assistance, case management. Over the grant term, we are proposing to leverage existing resources and ERF to house the 140 individuals served.

6. What are the primary activities the applicant will implement to achieve each of the proposal's outcomes? (1000-character limit)

Primary activities to be implemented to achieve measurable outcomes are outreach, rapid rehousing, and interim housing. CHAT will build relationships with encampment residents, conduct needs assessments, gather information about the health, mental health, substance use, and provide needed supports. CHAT will provide immediate respite, basic necessities, advocacy, and linkages to shelter. MGM will operate 10 interim housing units with case management support that assess needs, and addresses barriers through housing navigation that lead to successful housing placement. This includes operating the rapid rehousing component of the program to provide utility/rental/deposit assistance for up to 12 months for up to 60 individuals to secure permanent housing. SA will provide interim housing through a 30-bed set aside, provide case management and housing navigation, and address barriers to permanent housing. Both MGM and SA to leverage existing housing subsidies to obtain successful placement.

7. How will the applicant measure progress towards the proposal's outcomes? (1000-character limit)

This City will monitor this program with regular check-ins with each of the partners as well as group check-ins to ensure that strategies in this proposal are implemented and effective. In addition, the City will require the program partners to work with the City and CoC to track program outcomes of all encampment residents. The program progress, outcomes, and service data will be recorded into the community Homeless Management Information System (HMIS). This approach will ensure that program gaps are quickly identified, participants are prioritized in the Coordinated Entry System (CES), and that program decisions will continue to be data driven. City staff will monitor HMIS reports to ensure outcome milestones are being met and performance data is accurate. The ability to quickly access and analyze client and program level data in HMIS will provide the opportunity to deploy necessary services and resources in a timely and effective manner.

8. Are there any local ordinances, resources, or other factors that may hinder achieving the proposal's outcomes? If so, how will the applicant navigate these challenges? (1000- character limit)

Since the Martin v. Boise decision, the City has not enforced any ordinances directly relating to camping or parking in public rights-of-way. The City does have ordinances which prohibit panhandling, public defecation, trespassing, and illegal camping which are ordinances that are often linked to individuals experiencing homelessness, however when these calls are received, the City dispatches the CHAT team to provide services, rather than penalize homelessness. Given the need to establish trust and a feeling of safety for the encampment residents to engage in the services proposed, the CHAT team uses trauma-informed principles to direct people to resources and support that offer an alternative to the usually citable behavior, such as referrals to sign up for General Assistance to address income, how to access nearby bathrooms, transportation to shelter, among other services.

9. Does this proposal fund a standalone project, or is the proposed project one component of a larger initiative?

Standalone Larger initiative

If it is part of a larger initiative, describe the role and significance of this project in achieving the objectives of the larger initiative. (1000-character limit)

The ERF proposal is part of the larger Camp2Home initiative which provides a path to self-sufficiency for people trying to rebuild their lives out of homelessness through outreach, shelter, job training, housing, and employment. The proposed approach offers a focused no-barrier approach by prioritizing one encampment site and creating the path to self-sufficiency and housing without any pre-requisites. This approach provides tailored services based on needs with a housing first approach. Needs assessments will be analyzed on a real time basis and there will be immediate linkages from encampment, interim housing, to permanent housing. The proposed approach maintains housing and client choice at the forefront of all service delivery. This approach will be significant in the success of the program. The focused and immediate resources provided to the encampment residents will minimize bottlenecks, build trust, and reduce barriers to maintain a clear housing first path to permanent housing.

Centering People

10. Describe how the perspectives of people with lived experience of homelessness meaningfully contributed to the content of this proposal? How will people with lived experience be part of the implementation of this ERF project? If individuals living in the encampment site were included in

the development of this proposal, describe how their input was obtained and how that input shaped the proposal. (1000-character limit)

It is the priority of this proposal to utilize individuals with lived experience when developing the programs. This is evidenced by the fact that approximately 60% of individuals on the CHAT that use the harm-reduction and trauma informed philosophy team who will be responsible for engaging the individuals at this site in the manner that individuals experiencing homelessness are engaged and offered services. Many of the employees for the MGM and Salvation Army have lived experience which means that as CHAT refers clients to interim housing, they will continue to receive the same philosophy of care. Each partner helped the City develop this proposal with the health, safety, and overall support for the individuals to be served. The CHAT team conducted in-person surveys that included household composition, housing needs, physical, and mental barriers with individuals currently residing within the prioritized site to ensure that as the programs strategies will have the greatest impact.

11. Briefly describe how the proposal exemplifies Housing First approaches as defined in Welfare and Institutions Code section 8255. (1000-character limit)

Encampment residents will be offered services, without the requirement to address all their barriers including behavioral health concerns before they can access housing as quickly as possible. Services offered follow a trauma-informed and harm-reduction philosophy. Supportive services will be offered to support individuals with housing stability to assist in obtaining housing however participation in these services is not required for the encampment residents and being offered housing services are not contingent on participation of services. Individuals will be engaged in nonjudgmental communication and provided choice in housing selection and supportive service selection. The project will ensure consistent training for partner organizations provided by the City on the requirements of this proposal to ensure clients are engaged with Housing First approach, and will require as part of their onboarding handbook to ensure that each employee is aware of the requirements of Housing First.

12. Describe how each of the following service delivery practices are incorporated into the outreach, interim shelter (if applicable), and permanent housing aspects of the proposed ERF project: (a) individual participant choice and (b) trauma informed care. (1000-character limit)

(a) Services and housing offered through the project will focus on the importance of allowing individuals to have choices, so the service model is not "one size fits all". Each step in the service process, staff will keep in mind that at any given time, they are dealing with a unique individual with their own goals and aspirations, things they are and are not comfortable with, and a path out of homelessness unique to them. Service plans will be driven by the individuals' choices with options including the ability to move into non-congregate or congregate interim housing and permanent housing. (b) The trauma-informed care principles of safety, choice, collaboration, trustworthiness, and empowerment will be emphasized to all project staff through appropriate training provided by the City. The outreach component of the project is designed to ensure that individuals have a choice to engage and to build trust with outreach staff.

13. Describe how harm reduction principles will be incorporated into the outreach, interim housing (if applicable), and permanent housing aspects of this ERF project. (1000-character limit)

This project recognizes that a connection is more likely to be made with unsheltered individuals if they are approached with the philosophy of “how can we best help you stay safe, healthy, and alive?” rather than criticizing behaviors or mandating services for individuals that are not ready to engage. Given this, all service provider staff, regardless of activity, will be trained in the philosophy of harm-reduction, which accepts that drug and alcohol use and addiction is a part of the lives of the individuals being served and works from this place of understanding and acceptance. All elements of this proposal will include detailed processes via employee handbooks to ensure that staff uphold harm-reduction principles through outreach, interim and permanent housing services. No services or housing will be conditioned on abstinence from substances. Connections to substance use disorder treatment will be offered where individuals indicate an interest.

14. Describe the services that will be provided to improve people’s health, dignity, and safety while they continue to reside within the prioritized encampment site. (1000-character limit)

Services will be tailored to understanding trauma, promoting safety, choice, ensuring collaboration, and be culturally conscious. CHAT will establish a sense of safety and mitigate health and safety concerns with continued daily visits to the prioritized encampment. Harm reduction services, such as education on safer drug use practices to reduce infections and overdose and referrals to substance use and mental health programs, will continue to be provided. CHAT will provide basic needs such as food, water, and streamline referrals to health care services. MGM and a mobile shuttle will provide showers and laundry services to the encampment residents. A local and established homeless peer group, Downtown Streets Team, will provide sanitation services and offer job training opportunities to interested individuals. CHAT will aim to engage and empower individuals through the decision-making process about services and as they work to transition out of their homelessness journey.

15. Identify what controls are or will be in place to ensure that all ERF-3-R funded parties will not penalize homelessness. The term “penalize homelessness” means to impose, by a governmental unit, criminal or civil penalties on persons who are homeless in a manner that is related to those persons’ engagement in necessary human activities, including sleeping, resting, and eating. (1000-character limit)

The existing controls that the City has in place to prevent penalizing homelessness is the availability of homeless outreach specialists via the CHAT team that respond to calls-for-service associated with homelessness, instead of sworn law enforcement personnel. The availability of homeless outreach specialists to respond to these calls-for-service in a manner that is consistent with harm-reduction and trauma-informed principles, offers them the ability to build meaningful relationships to help them advance out of homelessness through the available services. CHAT is the primary responder for all calls and requests for service involving individuals experiencing homelessness including sleeping, resting, and eating on public spaces that may violate City ordinances and offers services, support, and shelter to individuals. CHAT will be responsible for the outreach within the ERF project and will continue to respond to calls-for-services in the prioritized encampment.

16. Describe how this proposal considers sanitation services for people residing in the prioritized encampment. This may include but is not limited to non-intrusive, curbside waste removal and access to clean and available bathrooms. (1000-character limit)

Hygiene facilities such as bathrooms, showers, and laundry will be made available through the SA and MGM Day Center programs to the encampment residents. Shower Shuttle, a program aimed at providing low barrier hygiene facilities that do not require entrance to a formalized program will provide routine services at the prioritized encampment. Additionally, if awarded, the City will consider the placement of trash dumpsters and portable restrooms at each end of the encampment area. These services will mitigate the potential of citations for behaviors that create an unsanitary public environment.

Part 3: IMPLEMENTATION

Core Service Delivery and Housing Strategies

17. Describe the proposed outreach and engagement strategy, case management, and / or service coordination for people while they are continuing to reside within the encampment site. Quantify units of service to be delivered including the ratio of staff to people served, frequency of engagement, and length of service periods. (2000-character limit)

The outreach and engagement strategy will include meeting encampment residents in their environment to establish trust by approaching individuals with respect and empathy, to build rapport and relationships. CHAT will offer immediate assistance such as food, water, clothing, hygiene resources, to help foster a sense of trust and connection. CHAT will have two dedicated outreach workers that will visit the prioritized encampment daily and contact at least 25 encampment residents with a staff ratio of 1:25 per outreach worker. The ratio will allow CHAT to engage with sensitivity and personalization to an individual's concerns or distrust of services and provide meaningful and appropriate connections to resource and housing options that the individual is willing to utilize. It is anticipated that at least one service will be provided per encampment resident daily totaling 50 services per day, approximately up to 250 services each week while residents continue to come into the encampment during the grant period. The services will consist of, but not limited to connection to mainstream benefits, linkages to adult protective services, veteran services, older adult services, disability services, mental health services, immigration services, criminal justice services, housing services, and resources for daily living. As clients connect to resources including placement of interim housing through MGM and SA, CHAT will continue to address the needs of those who remain in the encampment and those who inflow ongoing. CHAT will serve the encampment site daily and during strategically staggered times throughout the day, Monday through Friday and one weekend a month to ensure that all residents of the encampment have equal access to services. The outreach strategy will take place throughout the grant period.

18. Describe the role of Coordinated Entry in the context of this proposal and how Coordinated Entry policies or processes will support and / or hinder the implementation of this proposal. (1000-character limit)

The City has a core group of people that are amongst those with the highest need: unsheltered individuals who do not use shelter or only use shelter on a limited basis. Thus, many unsheltered individuals are not integrated into the Coordinated Entry System (CES). CES has policies and procedures to prioritize individuals for services based on criteria of need. This ensures that resources are being used effectively. CES will be used in this project to ensure efficient outreach, decreased duplication of services, and case management for the encampment residents. In this project, CES will increase the efficiency of the crisis response system and improve access to all available resources. CES will be utilized to prioritize unsheltered individuals to be served under ERF to allow housing navigators to guide households through the housing acceptance and move-in process. The process will also provide information about service needs and gaps to help plan assistance and identify needed resources.

19. Describe each of the specific (a) interim housing and (b) permanent housing opportunities that will be used to achieve the proposed outcomes of this ERF project. Demonstrate that any ERF-3-R funded interim housing capacity is either non-congregate or clinically enhanced congregate shelter. (2000-character limit)

(a)The City has engaged two interim housing providers: SA will provide interim housing, 30-bed set aside for ERF encampment clients with case management and housing navigation and MGM will 12 manufactured non-congregate shelter units and communal restroom that includes case management and housing navigation dedicated to ERF encampment. Both interim housing providers have established models that assist individuals in obtaining permanent housing through existing subsidy sources within CES such as permanent supportive housing and housing vouchers through various organizations. MGM has demonstrated capacity to be able to transition each of their 12 filled beds to permanent housing every 6 months, which translates to 24 individuals housed per year, up to 48 over the grant term through CES. SA anticipates being able to transition 16 of their filled beds to permanent housing every 12 months, 32 over the grant term through CES. SA is a clinically enhanced congregate shelter with scheduled behavioral health clinicians and medically trained staff coming into the shelter to engage and conduct clinical health assessments tailored to access case-management interventions, with access to psychiatric support and addressing existing mental health, substance use and other morbidities. (b)The City of Modesto has successfully pioneered several programs aimed providing support to individuals experiencing homelessness. The City has various housing projects in pending and construction phase that will bring over 470 new housing units to the housing market various target populations such as homelessness, youth, veterans, and senior. As part of the permanent housing approach under ERF, a rapid rehousing component will facilitate the successful transition to permanently house an additional 60 individuals who do not qualify for already existing housing subsidies. This includes rental, utility, and move-in assistance, and habitability items for up to 12 months.

20. Demonstrate the applicant's commitment and ability to deliver permanent housing solutions to the people residing in the prioritized encampment, including by providing examples of prior successful efforts to permanently house similarly situated individuals. (2000-character limit)

MGM operates housing programs that have served over 270 participants. The program is designed to help individuals escape and recover from homelessness and addiction through practical, emotional, social, educational, vocational, financial teaching, and encouragement. Participants begin to rebuild work ethic through hands-on, transferable working skills; attend weekly life skills classes; one-on-one meetings weekly case management; meet for financial advising once a week; and participate in anger management classes, addiction studies, financial literacy, and career development. Additionally, MGM has operated transitional housing for over 10 years and operates permanent supportive housing for senior women in partnership with the Stanislaus County Regional Housing Authority. SA has partnered with a local job training organization, Downtown Streets Team, to case manage and prepare individuals experiencing homelessness to obtain employment and housing. In partnership with Downtown Streets Team, SA has successfully housed 140 individuals since the inception of the partnership in 2019. SA also operates a Safe Parking program and Day Center with housing navigation case management services. Programs follow a housing first approach and provide supportive services to create clear paths to securing and retaining safe housing. Since 2021, CHAT has made 6,689 contacts with unsheltered individuals and provided over 1,400 referrals to case management and housing services. In addition, CHAT has helped with 553 vital documents such as IDs to remove barriers to housing and provided 2,054 referrals and linkages to interim housing. Moreover, throughout the last three years, the City has developed nearly 300 permanent supportive, transitional, and affordable rental units and has an additional 470 units in the pipeline anticipated to be available in the near future.

21. Describe how this proposal is tailored to meet the needs and preferences of people residing within the prioritized encampment. (1500-character limit)

CHAT outreach team conducted in-person surveys of the prioritized encampment and 52% of individuals participated in the survey. The proposal was tailored based on survey responses received. The survey included demographics, needs, preferences and barriers. The data reflects that 44% are single individuals, 8% are households with 2 adults. Approximately 40% of individuals report substance use, 36% self-reported mental health issues, and 40% are unable/unwilling to stay in congregate shelter. The survey shows 40% have been homeless for one year or longer, and 42% report accessing case management as a barrier. The individuals are of higher acuity and require a higher level of case management. The proposal provides case management ratios as follows; 1:25 through outreach, 1:30 through congregate interim housing, and 1:10 through non congregate interim housing. The ratios will provide enhanced case management, support client choice, meet critical needs, develop personalized plans, and address barriers to housing in focused and timely manner. All individuals surveyed identified income or need for rental assistance as a barrier. The proposed of ERF includes a rapid rehousing component that will assist 60 households to secure permanent housing and provide for 12 months of rental assistance. The Housing First approach will not impede access to either interim or permanent housing services and instead provide expanded and tailored case management services and supports.

Where applicable, identify the people, data, evidence, and / or other sources of information that was relied upon for this proposal.

Table 1: Projected Living Situations Immediately Following the Encampment

For people served who exit the encampment, what are the projected Living Situations Immediately Following the Encampment, including but not limited to, permanent housing, interim sheltering, and

unsheltered?

Please provide responses in the table below. Add a row for each projected living situation. (250-character limit for each cell)

Briefly Describe Each Projected Living Situation Immediately Following the Encampment	Is This Permanent Housing?	Quantify the Capacity (e.g., number of beds/units, frequency of bed/unit availability)	Prioritized or Set-Aside for ERF-3-R?	Is this living situation funded by ERF-3-R and / or Leveraged Funds?	% of Served Persons Projected to Fall Within This Living Situation
Non-congregate shelter modular unit interim housing	No <small>Yes/No</small>	12	Prioritized for ERF <small>Pri/Set-Aside/Neither</small>	Both <small>ERF/Lev/Both</small>	45 <small>%</small>
Clinically enhanced congregate shelter	No <small>Yes/No</small>	30	Set Aside <small>Pri/Set-Aside/Neither</small>	Both <small>ERF/Lev/Both</small>	55 <small>%</small>
	<small>Yes/No</small>		<small>Pri/Set-Aside/Neither</small>	<small>ERF/Lev/Both</small>	<small>%</small>
	<small>Yes/No</small>		<small>Pri/Set-Aside/Neither</small>	<small>ERF/Lev/Both</small>	<small>%</small>

Table 2: Permanent Housing Opportunities

A permanent housing opportunity is a combination of project and/or service provided to an individual with the goal of helping the individual obtain permanent housing. Of course, applicants cannot and do not need to provide every possible scenario; Cal ICH is looking to understand the primary, expected permanent housing opportunities for people projected to be served by this proposal.

Please provide responses in the table below. Add a row for each projected opportunity. (250-character limit for each cell)

Describe the Permanent Housing Opportunity	Prioritized or Set-Aside for ERF-3-R?	Quantify the Capacity of the Housing and Service Opportunity	Is this Housing Opportunity Funded by ERF-3-R and / or Leveraged Funds?
PSH- 710 9th Street- Homekey	Opportunity	55	Other Funds <small>ERF/Lev/Both</small>

	Pri/Set- Aside/Neither		
PSH- King Kennedy Cottages	Opportunity Pri/Set- Aside/Neither	23	Other Funds ERF/Lev/Both
PSH-Kansas House	Opportunity Pri/Set- Aside/Neither	103	Other Funds ERF/Lev/Both
PSH- 112 James Street	Opportunity Pri/Set- Aside/Neither	7	Other Funds ERF/Lev/Both
7th Street Village	Opportunity Pri/Set- Aside/Neither	79	Other Funds ERF/Lev/Both
Parque Rio	Opportunity Pri/Set- Aside/Neither	92	Other Funds ERF/Lev/Both
Vine Street	Opportunity Pri/Set- Aside/Neither	34	Other Funds ERF/Lev/Both

22. Describe strategies the applicant will use to ensure that people are not displaced from the prioritized encampment into another unsheltered location. Include strategies that are in addition to/complement the interim shelter and permanent housing opportunities that are part of this proposal. (1000-character limit)

The frequency and attention that CHAT outreach team will provide as part of this proposal is crucial in building rapport and sustaining the encampment site population to ensure no displacement of individuals occurs. This will happen through familiarity with the prioritized community and trust of the CHAT outreach team. CHAT is trained and equipped to assess and monitor localized encampment fluctuations making it easier to ensure no one falls through the system. CHAT is also trained to provide on-the-spot case management services which will help consistently assess needs, barriers, and other circumstances to prevent individuals from being displaced or deciding to continue to be unsheltered. CHAT will develop a rapport and refer the individuals to interim housing and other referrals where they will continue to receive wrap-around services to help ensure their retention. The consistent monitoring will provide a safe and supportive environment and increase access to services.

23. Describe specific strategies and/or services the applicant will use to prevent returns to unsheltered homelessness among people from the prioritized encampment who are sheltered and housed through this ERF project. Include whether these strategies will be funded with ERF-3-R funds and, if not, what other resources will be leveraged. (1000-character limit)

Wraparound case management and housing navigation services will be focused on helping individuals to stabilize by connecting to needed services (behavioral health, SUD, medical, financial), to address previous barriers to housing retention (credit, debt, legal obstacles), and to provide interventional support if housing retention is at risk. The services that will prevent the return to unsheltered homelessness will be provided through ERF-funded positions to ensure services are being conducted are as follows: 1 Program Manager, 3 full-time Case Managers, and 1 full time Case Manager/Housing Navigator. After permanent housing is obtained, focus is placed on increasing housing stability through case managers who will work with the individual to identify ongoing sources of rental support, such as Housing Choice Vouchers, VASH Vouchers, Tenant Based Rental Assistance as well as on going supportive services to aid individuals in becoming successful in their own home.

24. Describe how this proposal considers and plans for the dynamic nature of encampments including potential inflow of people into the geographically served areas. (1000-character limit)

The CHAT team through its consistent encampment assessments, assisted in determining the current encampment needs, the potential encampment inflow, which is anticipated to be 100 individuals over the grant term, and the statistical evaluation of the migration patterns consistent with the dynamic nature of encampments. The proposal was based on this data and the focus on the site is expected to provide a safe environment, access to basic necessities, social services, and services to create a housing path for individuals seeking stability, support, and an opportunity to rebuild their lives. Individuals living in the site will be encouraged to participate in the Coordinated Entry System. This ensures consistency in screening and priority for housing placement, regardless of inflow into the encampment. CHAT team members will monitor the census of the encampment area, and if significant inflow is noted, the City will pursue additional funding to address these needs.

25. Describe how participants in this ERF project will be supported with continued access to, and storage of, their personal property while in the encampment, in interim housing (if applicable), and in permanent housing. (1000-character limit)

Storage can be very important when you are experiencing homelessness as it provides a secure place to keep personal belongings. CHAT team will be responsible for triaging encampment residents and based on their placement will have varying levels of available storage based when they transition to placement. CHAT will connect participants to storage facilities, programs that offer secure storage, or donation centers for those residing in the encampment. CHAT will coordinate transportation assistance to help individuals move belongings safely from the encampment to storage. SA interim housing will provide a storage container with continued access to safely store belongings. Case managers will support participants in ensuring belongings do not exceed capacity with weekly check ins. The MGM interim housing participants will have available storage within their unit and individuals who move into permanent housing will have the capacity of their respective unit for storage.

26. Describe how participants in this ERF project who have service animals and/or pets will be supported while in the encampment, in interim shelter (if applicable), and in permanent housing. (1000-character limit)

The CHAT team has an established streamlined referral process to the Dogwood Program at a local veterinarian clinic that provides low to no-costs vaccines for individuals experiencing homelessness and their pets. The process will assist individuals in the encampment with timely and affordable pet care. The CHAT team will provide leashes, pet food, and pet care education. Kennels and financial assistance for pet care will be available to interim housing participants with pets. Case managers will support participants in obtaining proper documentation for pets and service animals to meet any permanent housing criteria required. Additionally, as CHAT assesses clients for housing placement, both the MGM non-congregate interim housing and SA congregate interim housing will accept one pet per client. For MGM, the participant's pet will be in the unit with the client and at the SA congregate shelter, the participants pet will need to be placed in a kennel near the client's bed.

Budget and Resource Plan

27. State the total amount of ERF-3-R funds requested.

\$5,845,514.00

\$

28. State the estimated dollar value of secured, non-ERF-3-R resources that will help meet this proposal's outcomes.

\$3,315,186.00

\$

29. Identify and describe each leveraged non-ERF-3-R resource and how that specific resource will be used to help meet the proposal's outcomes, including the permanent housing outcomes. (1000-character limit)

This program stems from a well-established network of collaborative partnerships of the City's Camp2Home initiative. This proposal is leveraging the success of these partners and the priority to create housing that is documented in the permanent and transitional grid of new units pending and in construction that solidifies our network. In addition to this robust network, the proposal partnership includes the City leveraging a total of \$3,315,186 from the following sources: MGM is leveraging \$194,000 in existing security contract and land value for 1530 Owens for the project. Salvation Army is leveraging \$350,000 of its operational and service support that will be dedicated to ensuring the successful outcomes of this proposal with concentrated efforts to the individuals coming from the prioritized encampments. The City is leveraging \$2,771,186 in both outreach, bridge housing development, infrastructure, acquisition of sleeping cabins, and administrative staffing as well as equipment.

Applicants are directed to provide a detailed description of other fund sources, and system capacity, that will be leveraged to achieve the outcomes proposed for the ERF-3-R funded project (especially as it relates to meeting this proposal's permanent housing outcomes) and, if applicable, to sustain the new programming beyond the end of

the grant term.

This includes prior ERF awards, HUD unsheltered NOFO, and other federal, state, and local funding sources.

Applications will be evaluated with the understanding that communities vary significantly with respect to the current availability of other fund sources that can be used as leverage for their proposed projects and to sustain the projects beyond the grant term.

In the absence of currently available resources, Applicants are encouraged to provide a specific plan for obtaining the funding necessary to sustain their project beyond the grant term if the project is intended to continue.

30. Describe how the proposal is a prudent and effective use of requested funding relative to the number of people it seeks to serve, the types of services and housing to be provided, and any benefits to the community's efforts to address homelessness that will extend beyond the grant term, including ongoing expansion of interim and permanent housing capacity. Include an explanation of how the requested ERF-3-R amount was determined. (1000- character limit)

The cost of this proposal was prepared through a realistic cost analysis with each partner to ensure that the proposed 140 individuals, regardless to the path to housing, will have the support to move from the encampment to stabilized housing. This includes enhancing the support of the City's Camp2Home initiative by providing concentrated relief to the State right-of-way encampment on Highway 132. In addition, bolsters the concurrent City program newly launched Bridge Housing initiative that creates a unique private/public partnership and committed \$3,000,000 to develop interim housing throughout the City. The City has expanded its permanent affordable housing programs with successful state awards in rounds 1 and 2 of Homekey and Affordable Housing and Sustainable Communities (AHSC) that is bringing permanent housing solutions to round out the pipeline for this program. Homekey and AHSC are anticipated to bring 150 units of new housing units in the near future.

Attachment: Standardized Budget
ERF-3-R Budget - Final.xlsx

Applicants must use the [ERF-3-R Budget Template](#) available on box.com

Key Entities and Staff

31. First, describe the implementing organization and specific unit or office within the implementing organization that would administer ERF-3-R. Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness

project or grant, describe how those experiences informed this proposal. (1500-character limit)

If awarded, the implementing organization for the ERF grant is the Community Development Division (CDD) of the City of Modesto. This division manages all Federal, State and local funding for affordable housing and homelessness for the City of Modesto. City staff in CDD would administer the authorization to use the grant funds in the proposed areas of focus within the grant application and will also be responsible for the program elements: street outreach, shelter, and housing. City staff would also be responsible for any financial or accomplishment reporting as required by the grant. This team has experience with HUD regulations as well as State grants, including Affordable Housing Sustainable Communities (AHSC) grant, Permanent Local Housing Allocation (PLHA), and Homekey funding. More recently, the City has received a total of 3 Homekey awards, 2 AHSC awards, and has received PLHA throughout the last 4 years. In early 2020, this team launched the Camp2Home initiative to address homelessness aimed at meeting the unique needs of individuals experiencing homelessness. Camp2Home includes outreach, shelter, job training, housing, and employment. Since the launch of this strategy, the City has made 6,732 contacts with individuals experiencing homelessness through street outreach, supported 134 with obtaining housing, and connected 79 with employment. This has prompted the City to explore additional resources to expand services and further the success of the Camp2Home strategy.

Table 3: Key Staff

Identify all staff positions (e.g. administrative, programmatic, development etc.) which are integral to this ERF project and to achieving the proposal’s outcomes. For each position include the title, whether the position is filled or vacant, the approximate fulltime equivalent (FTE) of the position dedicated to the ERF project, whether the position is funded through ERF-3-R and/or Leveraged (i.e.non-ER-3-R) funds, and a brief description of the duties. Please provide responses in Table 3 below.

Title	Currently Filled Position?	FTE of Staffing for This Proposal	Funded by ERF-3-R and / or Leveraged Funds?	Brief Description of Duties
Community Development Program Specialist	Yes <small>Yes/No</small>	1 FTE <small># FTE</small>	Both <small>ERF/Lev/Both</small>	Management and oversight of required deliverables and local partnerships
Community Development Manager	Yes <small>Yes/No</small>	1 FTE <small># FTE</small>	Both <small>ERF/Lev/Both</small>	Direct program manager responsible for program deliverables
Senior Community Development Program Specialist	Yes <small>Yes/No</small>	1 FTE <small># FTE</small>	Both <small>ERF/Lev/Both</small>	Facilitation and Coordination of the grant proposal and local partnerships

Administrative Analyst	Yes Yes/No	1 FTE # FTE	Both ERF/Lev/Both	Administration of invoice processing and reporting
Case Manager	Yes Yes/No	4 FTE # FTE	ERF ERF/Lev/Both	Provide case management and housing support to acquire and obtain permanent housing
Program Manager	Yes Yes/No	1 FTE # FTE	ERF ERF/Lev/Both	Management of onsite interim shelter operations
Outreach Specialist	No Yes/No	6 FTE # FTE	ERF ERF/Lev/Both	provide a presence and monitor encampment. Provide daily assistance to residents of encampments and assist with move in to interim housing options as well as begin intake process and assessment. 7 days a week, including weekends.
Outreach Specialist	Yes Yes/No	2 FTE # FTE	Both ERF/Lev/Both	Begin outreach to encampment and planning for housing.

32. First, describe key partners that will be responsible for implementing this ERF project and achieving the proposal's outcomes (e.g. service providers, public agencies, development entities etc.). Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500-character limit)

This proposal creates a program with key partnerships to meet the service and housing needs for the site residents. Each identified partner has managed complex homelessness programs and grants through relationships with the City and County. This proposal concentrates the experience and efforts of the following: CHAT, through street outreach, launched in 2021 and serves with the unique ability to dedicate resources to the site and assist residents with transitioning to either congregate or non-congregate spaces, MGM has served as a community shelter since 1948 and manages the interim housing units and subsidies and has committed to continuing the non-congregate program beyond the initial three-year term. SA has operated two emergency shelters, 400 beds since 2019, and in this proposal will manage and bolster programs through the provision of a 30-bed set aside. The City through an executed agreement would manage the funding and outcomes proposed in this application to ensure success. The City, through an MOU, will manage coordination of all parties of the program proposed in this application. Additionally, the City is a key facilitator of a multi-jurisdictional team that includes Stanislaus County, Caltrans, Union Pacific Railroad, MID, and others to coordinate regarding the delivery of services to individuals experiencing homelessness. The City will leverage these meetings to prioritize the delivery of outcomes of this proposal for the prioritized encampment.

33. Describe specific examples of how Local Jurisdiction(s) and the CoC have collaborated on the design and implementation of this proposal. (1000-character limit)

In 2021, the City collaborated with the Stanislaus Community System of Care to prepare the Regional Strategic Plan to Address Homelessness as a comprehensive guide to develop actionable plans which include improve access to services, increase availability of permanent housing, and improve coordination across the systems directed at reducing the number of people experiencing homelessness. This proposal addresses key priorities of the plan including Goal 1: Increase availability of permanent housing, Goal 2: Increase access to and availability of supportive services, Goal 5: Increase pathways to essential services, and Goal 6: Increase participation of people with lived experience. Also, the City, County, and other stakeholders have collaborated through the last 5 years to launch innovative programs such as a low-barrier shelter, safe parking program, delivery of over 500 housing units in the pipeline, and intend to continue this collaboration to bolster existing programs through ERF.

Applicants may upload evidence of cross-jurisdictional collaboration such as MOUs, letters of support, or interagency agreements etc. in the field immediately below.

Optional Upload: Evidence of Cross-Jurisdictional Collaboration

Evidence of Collaboration - Homeless Support Program.pdf

Evidence of Collaboration - MOU with County and Salvation Army.pdf

Signed Letter of Support- CoC.pdf

34. Identify any entities that have a right to and/or control of the property upon which the encampment site resides. Describe how applicant has engaged with these entities and confirm that each of these entities has committed to allowing the implementation of this proposal. (1000-character limit)

The priority encampment resides on Highway 132, a state right of way, and extends to City, County, and private property. Site owners include the California Department of Transportation, Modesto & Empire Traction Company, Modesto Gospel Mission, Stanislaus County, and the City of Modesto. The City has collaborated with all parties from project inception and engaged each entity through a series of meetings to discuss the methods to effectively address the needs of the encampment residents through this project. Each entity has committed to this project, including: CalTrans will continue to collaborate on street outreach and possible abatement needs; the County will continue to collaborate on the provision of supportive services, shelter support, and delivery of permanent housing; and the private property is controlled by adjacent private businesses and nonprofits who will continue active communication with the Community Health and Assistance Team and are in support of this project.

Accelerated Timeline

35. How is your community currently supporting and / or engaging with people residing within the prioritized encampment? (1000-character limit)

As part of the Camp2Home strategy, the City seeks to meet unsheltered individuals where they are and provide support with their unique housing journey, create and sustain trust, elevate their ability to be employed and housed. As part of this strategy, the City has prioritized a robust communications strategy to help promote the key supports provided to unsheltered individuals. This communication strategy has yielded support from community and private stakeholders in the form of private donations or partnerships with the business community that can help further the success of the City's efforts to support the priority encampment along Yosemite Blvd. For instance, Stanislaus Foods, a private tomato sauce company, heard about the City's Camp2Home initiative and has entered into an agreement with the City to create a safe parking program at a privately owned lot, and has consistently made employment opportunities available to individuals experiencing homelessness.

36. If this proposal is selected, in advance of receiving funding, what steps will your community take to support the people living in the encampment and swift implementation of this proposal? (1000-character limit)

The City and the partners in this proposal, will swiftly begin implementation because the services and primary infrastructure are already available. This proposal will support an extension of existing services to expand capacity and deliver immediate services to the prioritized encampment. The City will carry out activities to ensure swift implementation of this proposal in advance of funding: develop appropriate contracts with partner agencies and seek approvals from each governing body involved; City will work alongside CHAT to develop a targeted outreach plan and create a comprehensive procedure for clients; order the non-congregate units, begin appropriate site design and site preparation for the placement of the non-congregate units; and continue active landlord engagement to ensure that the City has an active list of available units to place clients. The preparation will help ensure that as CHAT triages clients readily assess them and place them based on needs, and preferences.

Table 4: Project Timeline

Cal ICH should be able to use the project timeline to understand the general parameters of the project and how it will be implemented.

This Standardized Project Timeline Template will not perfectly capture every nuance - that's Ok. However, applicants are strongly encouraged to provide incremental milestones for achieving the interim shelter and permanent housing goals set out in the proposal. For projects that include interim shelter and/or permanent housing development, the timeline should include major development milestones.

Where there is ambiguity, conflict, or silence, use your judgment.

Date	Milestone	Category	Additional Detail for Milestone
7/1/2024	Interim Housing	Project Management	Begin planning and permitting process of non-congregate shelter development in the City

8/1/2024	Service Delivery/Interim Housing	Project Management	Stakeholder involved in non-congregate will enter into MOU outlining relationships
9/2/2024	Award Notification	Project Management	Tentative Award Date
9/2/2024	Street Outreach	Project Management	Begin Expanding Services Recruitment
10/22/2024	Award Acceptance	Project Management	City to accept award at City Council and finalize all partnership agreements
10/1/2024	Street Outreach and Service Delivery	People	Outreach can begin engaging with encampment residents
10/15/2024	Street Outreach and Service Delivery	People	Outreach to begin interviewing all encampment residents and conduct VI-SPDATS and enter into HMIS and CES as needed.
11/1/2024	Interim Housing	People	Move in for first wave of encampment residents into both interim housing options
1/1/2025	Permanent Housing	Place	Start to see first individuals moved into permanent housing from interim shelter

1/1/2025	Outreach and Interim Housing	People	Continue to visit encampment daily to provide services for individuals that flow in and continue to place individuals into interim housing as beds become available 7 days a week.
6/30/2025	Service Delivery	Project Management	Have at least 50% of ERF funds expended
6/30/2025	Service Delivery	Project Management	Have 100% of ERF funds obligated
6/30/2027	Service Delivery	Project Management	Have 100% of ERF funds expended
6/30/2027	Service Delivery	People	Have served 140 Individuals with interim housing and permanent housing over the grant term.
6/30/2027	Service Delivery	Place	CHAT team to permanently close the prioritized encampment.

Table 5: Projected Milestones

Answer the following questions in relationship to June 30, 2024. Cal ICH assumes disbursement will occur approximately 3-6 months after June 30, 2024.

Please provide responses in the table below including the month and year. (15-character limit for each cell)

Outreach to the people residing in the prioritized encampment site began / will begin in mm/yyyy.	This proposal will reach full operating capacity in mm/yyyy.	The first planned exit of a person or household from the prioritized encampment will occur in mm/yyyy.	The last planned exit of a person or household from the prioritized encampment will occur in mm/yyyy.
10/01/2024	12/01/2024	11/01/2024	01/01/2027

CERTIFICATION

Before certifying, applicants are strongly encouraged to review the NOFA.

I certify that all information included in this Application is true and accurate to the best of my knowledge.

Name

First

Last

This does not have to be an authorized representative or signatory.

Title

Email

GUIDANCE AND COMMENTS	ELIGIBLE USE CATEGORY	5 WORD DESCRIPTION	NAME OF ENTITY OR PART OF PROPOSAL	EBF-3-R PROPOSED BUDGET			LEVERAGED FISCAL SUPPORT		2 SENTENCE DESCRIPTION	
				UNIT	RATE	TIME	EBF-3-R Funds	EBF-3-R Funds That WILL be Used to		
<i>This budget template may be slightly modified to meet local needs. If awarded the amount shown in this column.</i>	<i>Use Drop-downs. See NOFA III, A</i>	<i>Enables Cal PCH to immediately understand the line item.</i>	<i>Enables Cal PCH to associate the line item with specific entities or parts of a proposal.</i>						<i>Enables Cal PCH to better understand the line item, context, and / or other pertinent information related to the proposed line item.</i>	
				SALARY	FTE	MONTHS				
PERSONNEL COSTS										
	Services Coordination	Case Manager	Modesto Gospel Mission	45,760.00	2.00	30		228,800.00		
	Services Coordination	Program Manager	Modesto Gospel Mission	98,240.00	1.00	30		145,600.00		
	Services Coordination	Case Manager - Housing Subsidies	Modesto Gospel Mission	45,760.00	1.00	30		114,400.00		
	Services Coordination	Security	Modesto Gospel Mission	56,160.00	1.00	30		140,400.00		
	Services Coordination	Existing personnel and program management	Modesto Gospel Mission			30			120,000.00 in-kind	
	Interim Sheltering	Security	Modesto Gospel Mission	61,776.00	1.00	30		154,440.00	Security: @ \$27.00 and benefits	
	Interim Sheltering	Case Manager	The Salvation Army	40,500.00	3.00	30		303,750.00	Staff to monitor shelter beds	
	Services Coordination	Case Manager	The Salvation Army	45,760.00	1.00	30		114,450.00		
	Street Outreach	CHAT Outreach targeted outreach operations	Community Health and Assistance Team (CHAT)	87,450.00	6.00	30	\$	1,311,750.00	Direct unit engaging population and providing path to services and housing. Advocates with BHRS - mental health and substance abuse services.	
	Street Outreach	Specialized Outreach overnight targeted outreach operations	Community Health and Assistance Team (CHAT)	64,875.00	2.00	30		524,375.00	Specialized unit engaging population and providing path to services and housing that oversees CHAT	
	Street Outreach	Existing personnel and program management	Community Health and Assistance Team (CHAT)					-	800,000.00 Community Corrections Program (CCP) Funding	
Subtotal - Personnel Costs							\$	2,837,965.00	\$	920,809.00

NON-PERSONNEL COSTS										
				UNIT	RATE	TIME				
	Interim Sheltering	Meal Services	Modesto Gospel Mission	3268	\$	2.75	30 months	90,387.00	32,668 meals @ \$2.75 each meal, 3 meals per day for 30 months	
	Interim Sheltering	Laundry Services	Modesto Gospel Mission	3120	\$	3.25	30 months	10,140.00	3120 loads @ \$3.25 per load, each resident 2 loads per week for 30 months	
	Interim Sheltering	Bus Passes	Modesto Gospel Mission	100	\$	40.00	30 months	10,000.00	100 monthly bus passes for 30 months at \$40.00 per month	
	Interim Sheltering	Site Landscape Maintenance	Modesto Gospel Mission	1	\$	250.00	30 months	7,500.00	Monthly rate of \$250 each month for 30 months	
	Interim Sheltering	Site Utilities	Modesto Gospel Mission	1	\$	540.00	30 months	16,200.00	Water, garbage, etc. at \$540 per month for 30 months	
	Interim Sheltering	Unit Maintenance	Modesto Gospel Mission	1	\$	78,000.00	30 months	195,000.00	Unit maintenance, furniture and furnishing replacement, pest control	
	Delivery of Permanent Housing	Housing Subsidies - Rental Assistance	Modesto Gospel Mission	60	\$	1,188.00	30 months	1,226,640.00	FMR 1hd \$1,188 for 12 mo and deposit/move-in assistance for 60 individuals. Deposit is equal to one month rent and move in assistance for habability items up to \$5,000 per household	
	Interim Sheltering	Land Value of 1530 Owens Dr	Modesto Gospel Mission					-	74,000.00	
	Interim Sheltering	Internet	Modesto Gospel Mission	per month	\$	200.00	30	6,000.00	internet services to allow for job search	
	Interim Sheltering	Bike Rack	Modesto Gospel Mission	3	\$	7,500.00		22,500.00		
	Interim Sheltering	Site Lighting	Modesto Gospel Mission		\$	75,000.00		75,000.00		
	Interim Sheltering	Cameras	Modesto Gospel Mission		\$	70,000.00		70,000.00		
	Interim Sheltering	Legal Fees	Modesto Gospel Mission		\$	10,000.00		10,000.00		
	Interim Sheltering	Insurance	Modesto Gospel Mission	per month	\$	9,500.00	30 months	285,000.00		
	Interim Sheltering	Animal Care (spay, neuter, kennels, food, etc)	The Salvation Army/Modesto Gospel Mission	160 clients	\$250 per client	30 months		40,000.00		
	Interim Sheltering	Storage Container for personal effects	The Salvation Army/Modesto Gospel Mission	160 clients	\$62.50 per client	30 months		10,000.00		
	Interim Sheltering	Food	The Salvation Army	82170	\$	2.75	30 months	225,967.50	82,170 meals @ \$2.75 each meal, 3 meals per day for 30 months	
	Interim Sheltering	Operating Expenses for Set-Aside	The Salvation Army			30 months			580,000.00 Private sources and other grant funds for the 30 bed set aside	
	Street Outreach	Portable radios/accessories for CHAT	Community Health and Assistance Team (CHAT)	12.00	\$	9,500.00	30 months	114,000.00	Facilitates communication between varying department units, providing safety and coordination between sworn, professional staff, and other governmental resources. Direct line to emergency health care and medical services.	
	Street Outreach	Mobile Data Computers/monitors for CHAT	Community Health and Assistance Team (CHAT)	6.00	\$	3,298.00	30 months	19,788.00	Facilitates communication between varying department units, providing safety and coordination between sworn, professional staff, and other governmental resources. Direct line to emergency health care and medical services.	
	Street Outreach	In-Car radios for CHAT	Community Health and Assistance Team (CHAT)	6.00	\$	9,130.00	30 months	54,780.00	Facilitates communication between varying department units, providing safety and coordination between sworn, professional staff, and other governmental resources. Direct line to emergency health care and medical services.	
	Street Outreach	Safety Equipment for CHAT	Community Health and Assistance Team (CHAT)	multi	varies	30 months		24,000.00	Provides PPE for staff to function and work in environments that are frequently dangerous due to blood-bodily liquid borne pathogens. Safety equipment	
	Street Outreach	Harm reduction equipment and training for CHAT	Community Health and Assistance Team (CHAT)	multi	varies	30 months		132,796.50		
	Street Outreach	Vehicles	Community Health and Assistance Team (CHAT)						160,000.00 City of Modesto General Fund	
	Interim Sheltering	Unit Acquisition - Sleeping Cabin/Restroom	City of Modesto						258,134.00 Includes installation	
	Interim Sheltering	Site Work	City of Modesto						103,880.00 Clear and excavate site; water/sewer tie in	
	Interim Sheltering	Site Mechanical Work	City of Modesto						15,080.00 Drain, Trash, and Plumbing	
	Interim Sheltering	Electrical	City of Modesto						58,670.00 entry gates, bike racks, ADA ramp, landscape, site lighting	
	Interim Sheltering	Construction Management/Design Development	City of Modesto						185,953.00	
Subtotal - Non-Personnel Costs							\$	2,645,699.00	\$	1,283,717.00

ADMINISTRATIVE COSTS										
	Administrative Costs	Staff time and materials	City of Modesto					274,183.20	1,209,568.80	
Subtotal - Administrative Costs							\$	274,183.20	\$	1,209,568.80

TOTAL BUDGET

\$

5,757,847.00

\$

3,333,277.88

California Department of Transportation

DIVISION OF MAINTENANCE
P.O. BOX 2048 | STOCKTON, CA 95201
(209) 948-7943 | FAX (209) 948-7179 TTY 711
www.dot.ca.gov



January 25, 2024

Ms. Jeannie McKendry
Grants Development Section Chief
California Interagency Council on Homelessness
801 Capitol Mall, Suite 601
Sacramento, CA 95814

RE: Letter of Commitment for the City of Modesto's application for funding through the Encampment Resolution Funding Program (ERF-3-R)

Dear Ms. McKendry:

On behalf of the California Department of Transportation (Caltrans), I want to express our partnership with the City of Modesto's application for the Encampment Resolution Funding Program. We are in support and appreciate the City's decision to focus their efforts on serving approximately 150 people in the prioritized encampment on state right of way along Yosemite Avenue/State Route 132. This highway is a primary route for commuters, shoppers and semi-trucks and winds through a dense, urban neighborhood of color that is already facing socioeconomic challenges in addition to the presence of persons experiencing homelessness (PEH).

The funding would support the city's Camp2Home initiative to address homelessness with a focused approach on several key fronts: street outreach, shelter, and housing. These key fronts would immediately decrease the number of individuals experiencing homelessness present on the state right of way in Modesto and move 60 people living in these identified encampments into permanent housing by the end of the grant period.

The City is able to focus on State Route 132 because it has worked hand-in-hand with Caltrans District 10 to close virtually all of the encampments that were creating safety risks to PEH and drivers along State Route 99 – the backbone of the valley's highway system. The City's great support has increased District 10's efficiency while operating in and around Modesto.

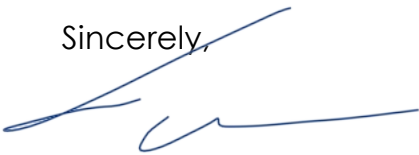
Modesto's proposal is robust and innovative, while offering the following services:

- **Street Outreach:** Street outreach will assist eligible persons to access harm-reduction services, crisis services, interim housing options, and permanent housing and services.
- **Interim Housing:** Interim housing options will be provided to the prioritized encampment residents based on demonstrated need.
 - 10 interim housing units with wrap-around services, including case management, needs assessments, and housing navigation to identify the most suitable housing options.
 - 30 beds set aside, with wrap-around services including, case management and housing navigation.
- **Housing:** Housing-first modeled rental subsidy program intended to assist in removing barriers to accessing permanent housing. Participants served in this program will have access to housing navigation, rental and utility assistance, move-in assistance, landlord incentives, case management, and additional services to facilitate the household's path to permanent housing.

Caltrans is committed to act on encampment sites in the proposal in collaboration with the City of Modesto, and with at least two weeks' notice to the Encampment Resolution Funding grantee (unless critical circumstances exist when an encampment poses an imminent threat to life, health, safety, or infrastructure and must be immediately addressed).

We will partner with the City of Modesto to serve unhoused community members living along and State Route 132. I fully support the City of Modesto's application for the State of California Encampment Resolution Funding Grant. These state resources will be instrumental to serving unsheltered people along state right of way in the City of Modesto with dignity and moving them into permanent housing.

Sincerely,



TANYA SANGUINETTI

Acting Deputy District Director of Maintenance

cc: Rick Estrada, Homeless Encampment Liaison, Caltrans
Bob Highfill, Homeless Encampment Coordinator, Caltrans

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF MODESTO, COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY,
AND THE DOWNTOWN STREETS, INC.
FOR COLLABORATION ON A HOMELESS SUPPORT PROGRAM**

This Memorandum of Understanding (this **MOU**) made effective as of July 01, 2022, by and among the CITY OF MODESTO, a municipal corporation of the State of California (**City**), the COUNTY OF STANISLAUS COMMUNITY SERVICES AGENCY (**County**), and the Downtown Streets, Inc. (AKA "Downtown Streets Team"), a not-for-profit (501c3) organization (**DST**), together the "**Parties**," and is for the purpose of collaborating on a Downtown Streets Team program to support homeless and low-income people (**Program**).

RECITALS

WHEREAS: On December 11, 2018, a Memorandum of Understanding was entered into by the County of Stanislaus, City of Modesto, Stanislaus Community Foundation, and the United Way to bring the Downtown Streets Team program to Stanislaus County; and

WHEREAS: On December 11, 2021, the Memorandum of Understanding between the partners expired; and

WHEREAS: The City and the County have agreed to continue supporting the Downtown Streets Team Program and wish to continue the collaboration; and

WHEREAS: On August 9, 2022, the Modesto City Council endorsed the continued partnership for the Downtown Streets Team Program and authorized this MOU between the County and the City for the purpose of collaborating on the Program.

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions.

Capitalized terms not defined elsewhere in this MOU shall have the following meanings:

Agreement or **MOU** means this Memorandum of Understanding.

DST means the Downtown Streets Team.

Partnership refers to the partnership between the City, County, and Downtown Streets Team.

Program means the development and operation of the Downtown Streets Team Program.

Scope of Work is set forth in Exhibit A.

Purpose of MOU This MOU memorializes the Parties' approach to oversight and decision making related to the Downtown Streets Team Program in Stanislaus County in accordance with the Scope of Work.

The City of Modesto shall serve as the lead Management Entity with responsibility to the Parties for all work related to the oversight of Downtown Streets Team. The Management Entity shall:

- a) Work with the Parties to convene meetings and set meeting agendas;
- b) Inform, present and facilitate discussions on items related to Downtown Streets Team;
- c) Prepare materials in advance for distribution to the Parties;
- d) Document decisions made and ensure decisions are carried out by Downtown Streets Team.

3. Term. MOU is effective upon execution by all the Parties ("Date") and terminates three years after the Effective Date unless extended by written agreement of all the Parties or sooner terminated in accordance with the terms hereof.

4. Funding.

(a) Downtown Streets Team will provide annual budget Parties and communicate at least quarterly, and more frequently if requested, about the scope of the activity supported by the current funding, any unmet funding needs and fundraising activities to close resource gaps.

(b) The Parties have agreed to funding for the Program as follows:

(1) The City of Modesto City Council on August 9, 2022 approved a \$700,000 annual contribution for a three-year period for the Program from the City of Modesto. The City of Modesto will disburse \$700,000 annually for 3 years to be divided in monthly installments to, and be invoiced by, the Downtown Streets Team. The City shall enter into a separate agreement with the Downtown Streets Team to utilize the committed funding for the program and establish reporting requirements.

(2) The Stanislaus County Board of Supervisors on May 24, 2022 approved a \$200,000 Allocation for Fiscal Year 2022, and the Stanislaus County Community Services Agency has committed to contributing an annual contribution of no less than \$200,000 for the term of this MOU as funding allows and it is available to the County. County shall participate with the Parties to generate new resources for the Program, and make good faith efforts to seek and provide funding support to Downtown Streets Team. The County shall enter into a separate agreement with the Downtown Streets Team to utilize committed funding for the program and establish reporting requirements. Downtown Streets Team shall follow the Scope of Work duties outlined in the County's separate agreement. County shall have oversight of all agreement requirements.

5. Other Responsibilities.

(a) The Parties shall meet on monthly . The Downtown Streets Team shall participate in meetings for the purpose of collaborating on activities related to the implementation, on-going development, operations, and security of the Program and to avoid adverse impacts to the Parties. The Parties will work together to implement, correct and modify joint operations plans to ensure safe and effective operations and of the Program.

(b) Parties consider and approve any significant changes of Downtown Streets Team program design or implementation. The Parties shall consider options and make recommendations for how, and which, resources, and program types are prioritized.

(c) Downtown Streets Team is responsible for providing the Parties with periodic and regular reports that reflect the operations and outcomes of the Program.

6. Indemnification.

(a) Party shall defend, indemnify and hold harmless the other Parties and their members, governing bodies, officers, employees, departments, officials, representatives, Landlords, inspectors, contractors, consultants and agents from and against all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, arising out of, connected with or resulting from that Party's negligence, willful misconduct, or breach of this MOU. The Parties' indemnification obligations shall survive the termination of this MOU.

(b) Downtown Streets Team shall indemnify the Parties for negligence, willful misconduct, or breach of the contract.

7. Termination. This MOU may also be terminated in advance of its expiration date:

(a) If all of the Parties agree to terminate the agreement in writing; or

(b) If:

(1) A performing Party notifies the non-performing Party of its failure to perform in writing and provides a reasonable opportunity to cure (not to exceed 30 days), and

(2) The non-performing Party fails to cure within the designated cure period;

or

(c) Upon receipt of written notice from either Party that funding is insufficient to continue operation of the Program, or is otherwise unable to continue to coordinate the Program operations.

This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

8. Dispute Resolution.

The parties agree to the dispute resolution procedures set forth in this Section 8.

(a) Meeting Mediation. The Parties shall their best efforts resolve any dispute specifically arising under this MOU by good faith negotiations whenever possible. The Parties shall meet and confer in good faith to resolve any disputes arising under the MOU or concerning its terms or administration as follows:

(1) A Party shall give the other Party or Parties, as soon as possible after the dispute arises, written notice setting forth, with specificity, the Party's claims.

(2) The Parties shall meet and confer in a good faith attempt to resolve such dispute through negotiation not later than 10 days after receipt of notice, unless the Parties agree to an extension of time.

(3) If such dispute is not resolved to the satisfaction of the Parties within 30 calendar days after the first meeting, then either Party may request the dispute to be mediated. Upon such request, a mediation shall be scheduled by the Parties in earnest. Mediation shall be confidential, non-binding and utilize the services of a mediator mutually acceptable to the Parties and, if the Parties cannot agree, a mediator selected by JAMS. The mediation shall be held at the JAMS office in San Francisco, California, or at such other location as is mutually agreeable to the Parties. The cost of mediation shall be equally shared by the Parties to the mediation.

(b) Arbitration. If the dispute is not resolved to the satisfaction of the Parties within either sixty (60) calendar days after the first meeting (if no mediation was scheduled), or fifteen (15) days after a mediation, then the Parties may seek to have the dispute resolved by arbitration in accordance with the following procedures:

(1) Upon the request of a Party in writing, the dispute shall be submitted to binding arbitration in accordance with this subsection.

(2) The disputes to be submitted to arbitration shall be limited to disputes specifically arising under this MOU.

(3) In the event that there is any dispute as to whether a matter is subject to the arbitration provisions of this MOU, or any dispute concerning the scope of the matter or matters to be arbitrated, the disagreement as to whether the dispute is subject to the arbitration provisions of this MOU or the scope of such arbitration shall be resolved by the courts referenced in subsection (c) of this Section.

(4) The arbitration shall be held before a JAMS arbitrator in San Francisco, California, or at such other location as is mutually agreeable to the parties.

(5) The arbitration shall be administered in accordance with the Streamlined Arbitration Rules and Procedures of JAMS (or if those rules no longer exist, the closest equivalent) as modified by the provisions of this MOU. Service of any document on the Parties may be made and shall be effective as provided in such rules.

(6) The provisions of section 1283.05 of the California Code of Civil Procedure shall apply; provided that no discovery authorized by that section may be conducted without leave of the arbitrator.

(7) Each Party shall bear its own costs, attorneys' fees and its equal share of the costs and expenses of the arbitrator.

(8) Subject to the provisions of this Section, the arbitrator shall be empowered to grant compensatory and declaratory relief only.

(9) The decision of the arbitrator shall be in writing and shall give reasons for the decision.

(c) Confirmation of Decisions. Any Party to an arbitration in which a decision has been made pursuant to this Section may petition the State Superior Court for the County of Stanislaus to affirm the decision. The parties expressly consent to be sued in such courts for affirmation of any such decision and as otherwise provided in subsection (d) of this Section. A decision shall be affirmed, provided that:

(1) The decision is limited to matters specifically arising under this MOU.

(2) monetary damages may awarded except those which require the payment of sums pursuant to breaches of obligations of the parties under this MOU and which are not inconsistent with Section 11.

(3) No person or entity other than the Parties is party to the action, unless failure to join a third Party would deprive the court of jurisdiction.

(4) If an award is affirmed, judgment shall be entered in conformity therewith. The judgment so entered has the same force and effect as, and is subject to all the provisions of law relating to, a judgment in a civil action and may be enforced like any other judgment of the court in which it is entered.

(d) **Actions** The express waivers and consents provided for in this Section shall only extend to the following: civil actions specifically arising under this MOU; civil actions to compel arbitration; civil actions to determine whether a matter is subject to arbitration or determine the scope of the arbitration; any arbitration proceeding as provided herein; and any action to confirm or enforce any judgment or arbitration award as provided herein. Except as stated herein or elsewhere in this MOU, no other waivers or consents to be sued, either express or implied, are granted by either party.

(e) **Other Dispute Resolutions** This Section may not be construed to waive, limit, or restrict the ability of the Parties to pursue, by mutual agreement, any other method of dispute resolution, including, but not limited to, utilization of a technical advisor to the Parties; provided, however, that no Party is under an obligation to agree to such alternative method of dispute resolution.

Damages. The Parties hereby agree that, in the event of default, any damages awarded or arising under this MOU shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. By acceptance and execution of this MOU, the Parties hereby agree that the only monetary damages contemplated by them as arising from this MOU are actual or direct damages.

10. Representations and Warranties.

Each Party represents, warrants and covenants to the other party as follows:

(a) **Authority** Such Party has the legal power and authority to execute and deliver this MOU and to perform its obligations under this MOU.

(b) **Due Authorization**. The approval, execution, and delivery of this MOU, the performance by such Party of its obligations under this MOU, have been authorized by all requisite actions of such Party.

(c) **Due Execution and Delivery**. The persons executing this MOU on behalf of such Party are duly authorized to execute and deliver this MOU on behalf of such Party.

(d) **No Conflict** The approval, execution, delivery and performance of this MOU does not conflict with any other agreement to which such Party is a party and does not violate or require any action which has not been taken under any law, statute, rule, regulation, ordinance, general plan, tribal law, specific plan or court order or decree applicable to such Party.

Notices Any notices required or permitted hereunder shall be in writing and may be personally delivered, or delivered via the U.S. Postal Services, first class postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed as follows or to such other place as each Party may designate by subsequent written notice to each other:

For the City:

City of Modesto
Attention: Community Development Manager
Community and Economic Development Department
1010 10th Street, Suite 6100
Modesto, CA 95354

For the County:

Community Services Agency
Attention: Contracts Manager
P O Box 42
Modesto, CA 95353
Or
Csa-contracts@stancounty.com

For DST:

Downtown Streets,
Attention: Chief Operations Officer
1671 The Alameda #306
San Jose, CA 95126
Or
eileen@streetsteam.org jim@streetsteam.org

12. General Provisions.

(a) Further Assurances. The Parties shall cooperate with each other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under this MOU.

(b) Modification. Any provision of this Agreement shall not be amended, modified, or waived other than by an instrument in writing signed by authorized representatives of the Parties.

(c) Enforceability. This MOU constitutes the legal, valid and binding obligation of each Party, enforceable against such Party, and its successors and assigns, in accordance with its terms, and, once executed and delivered, cannot be invalidated pursuant to any subsequent action of any Party, as applicable.

(d) Waiver. A waiver of any breach of any provision of this MOU shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.

(e) Governing Law. This MOU shall be governed by, and construed in accordance


with, the laws of the State of California, excluding choice of law rules.

(f) Construction of Agreement This MOU, including recitals, together Exhibits, constitutes the entire agreement between the Parties and supersedes a prior negotiations, representations, drafts regarding this MOU, whether written or oral. In the event of a dispute between the Parties as to the language of this MOU or any amendment to this MOU or the construction or meaning of any term contained in this MOU or any amendment to this MOU, this MOU or any amendment to this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, either party based on the preparation or negotiation of this MOU or any amendment to this MOU. The headings contained in this MOU are for convenience of reference only and shall not effect this MOU's construction or interpretation.

(g) Binding Agreement is intended to be and shall be construed to be, binding upon the Parties and all successors and successors-in-interest of each party, including all officers, agents and employees.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the effective date set forth above.

<p>TANISLAUS SERVICES AGENCY</p> <p><i>Christine Huber</i> <small>Christine Huber (Aug 31, 2022 11:22 PDT)</small></p> <p>_____ er, MSW</p>
<p>APPROVED AS TO FORM: County Counsel</p> <p><i>Lindy Giacomuzzi Rotz</i> <small>Lindy Giacomuzzi Rotz (Aug 31, 2022 11:02 PDT)</small></p> <p>_____ County Counsel</p>

CITY OF MODESTO	
DocuSigned by:	
By: <u>Joseph P. Lopez</u>	3A8F71D7DBB24EB...
Joseph P. Lopez City Manager City of Modesto, State of California	
ATTEST: <u></u> , City Clerk of the City Modesto, State of California	
DocuSigned by:	
By: <u>Diane Noyares-Perez</u>	B6A30B28B4A6494...
City Clerk	
APPROVED AS TO FORM: Jose M. Sanchez, City Attorney	
DocuSigned by:	
By: <u>Jose Sanchez</u>	D32F9E27B52C442...
City Attorney	

DOWNTOWN STREETS, INC.	
DocuSigned by:	
By: <u>Jim Kettew</u>	BFDFBFFBC705400...
President and CEO	

EXHIBIT A

Scope of Work for City of Modesto Funding

The Downtown Streets Team (DST) shall serve and maintain a standing team of a minimum of 50 team members. With appropriate safety, confidentiality and general training on the required responsibilities from the City and County, the DST shall be responsible for transportation to the work site, when transportation is required, and shall be responsible for performing the following duties. City shall provide a monthly work schedule seven (7) days in advance of the first of each month.

The Scope of Work for the Downtown Streets Program is as follows:

Reporting

1. The Downtown Streets /
the City on the following:
 - a. Number of barriers (vital documents, legal, medical, etc) removed per client
 - b. Number of clients placed into permanent employment
 - c. Duration of program enrollment and reasons for not graduating from program
 - d. Average wage upon job placement of clients
 - e. Number of clients placed into permanent housing
 - f. Amount of debris (measured in pounds) and number of needles removed
 - g. Percentage of Team Members with positive outcomes regarding health, mental health, substance abuse treatment, and criminal justice system interactions
 - h. Team Member satisfaction

Outreach and Engagement

1. DST will reach out to and directly engage unsheltered individuals in parks, on streets, and along waterways to provide information and available resources for people experiencing homelessness.
2. I provide information and other resources based on a variety of resources that are made available by the County of Stanislaus, City of Modesto, nonprofits, and other stakeholders that may help address a disability, mental health, substance abuse, housing, shelter, or related issue.

Litter Abatement

1. DST shall beautify the streets, parks and public spaces throughout the City of Modesto. As resources become available from the County, areas outside of the City of Modesto will be considered.
2. DST shall manually gather trash and debris in areas as assigned by City, bag and pile litter and place the bags in areas as assigned by City.
3. DST will provide bags for the containment of litter and additional equipment for projects in areas as assigned by City.
4. With the appropriate equipment provided by DST, DST shall gather and load green waste and related debris for abatement into a loader, and it also may require dragging green waste, wood, brush, and tree limbs, and stacking it in a uniform pile for abatement. This work may also require raking, shoveling, and sweeping.
5. With appropriate equipment from DST, DST may be required to remove weeds as assigned by City.

6. DST will provide bags for the containment of litter and additional equipment for projects in Parks.

General Requirements

1. Homeless and low-income people (**Team Members**) volunteer and work collaboratively beautification projects around the community. Team Members will pick up litter, needles, trash, and encampment debris and other such garbage items in the Program area as identified by the City while outreaching to individuals experiencing homelessness.
2. Team Members will receive a basic needs stipend, while receiving case management and employment services that provides a meaningful daily activity, personal and professional growth, and work experience for Team Members. The stipend cards cover everything from bus passes, phone service, and food, to medication and enrollment fees for employment training courses. This needed support of case management and stipend cards helps someone go from survival mode to goal-setting mode.
3. Downtown Streets Team will host weekly success meeting serve as a consistent check-in point for existing Team Members, an entry point for people interested in joining the Team and offer a venue to provide housing resources and job leads.
4. The Downtown Streets Team will work with existing housing and shelter providers, other providers (medical, legal, etc.), employers and local government agencies to remove barriers to self-sufficiency for every Team Member.
5. The Program operates in four-hour shifts and assumes five-day work weeks. The Program operates 50 weeks out of the year. Team Members do not volunteer in inclement weather or when exposure to airborne illness is likely because of the health risk inherent due to lack of housing. Team Members receive their stipend for meeting with supportive service staff, attending interviews, trainings and other employment readiness activities. They also do not volunteer during observed holidays or during periods of inclement weather. A list of these holidays can be provided to funding agencies and partners.
6. DST shall furnish all equipment, tools, materials and supplies including Personal Protective Equipment, and trash bags to perform the Scope of Work.
7. DST shall immediately contact City in the event that personal property is found.
8. DST agrees to notify City before 8:30 AM on the days that DST is unable to work due to inoperable equipment, illness, or any other reason and submit a revised work schedule for review and consideration.
9. The DST shall be responsible for training additional team members who are not present for the training conducted by the City.
10. The Downtown Streets Team shall be responsible for raising funds throughout the term of this agreement and shall provide monthly reports on the status of funds raised to the City and County. Downtown Streets Team shall be responsible for fundraising 40% of their total budget within the 3-year period.

EXHIBIT B

Downtown Streets Team Program Budget

Modesto			
2022-2025			
Description	Consolidated	CITY	HDAP
Revenues			
Unrestricted -Public Support	0.00	0.00	0.00
Contributions	0.00	0.00	0.00
40500 - Individual Donations	0.00		
41090 - Corporate Matching	0.00		
40150 - Donation - Stock	0.00		
Grants/Foundations	0.00	0.00	0.00
40340 - Grants/Foundations	0.00		
Unrestricted	0.00		
Unrestricted - Other Revenue	0.00		
Program Revenue	900,000.00	700,000.00	200,000.00
40334 - Government Grants	900,000.00	700,000.00	200,000.00
40335 - Contribution - Contracts	0.00		
40200 - Exchange Services	0.00		
Rental Income	0.00	0.00	0.00
44000 - Rental Income	0.00		
Miscellaneous Income	0.00	0.00	0.00
46350 Discounts received on Prepaid Vouchers	0.00		
Revenue Total	900,000.00	700,000.00	200,000.00
Payroll Costs	463,651.37	312,607.37	151,044.00
Salaries			
51100 - Salaries & Wages			
Payroll Taxes & Benefits	86,699.04	58,455.04	28,244.00
55100 - Health Insurance	86,699.04	58,455.04	28,244.00
55400 - Workers Compensation	0.00		
55520 - 401k Match	0.00		

56236 - Associated Employment			
Costs	0.00		
63100 - Professional Fees - P/R			
Processing	0.00		
53100 - Payroll Taxes	0.00		
Non-Labor Expenses	436,348.63	387,392.63	48,956.00
Professional Fees	0.00	0.00	0.00
61410 - Professional Fees - General	0.00		
61450 - Professional Fees - STE	0.00		
Program Related Expenses	4,500.00	4,500.00	0.00
63150 - Program Outreach Services	0.00		
62205 - Supplies - Program	2,500.00	2,500.00	
64050 - Client Events Expenses	2,000.00	2,000.00	
63210 - Client Flexible Fund	0.00		
Expenses	0.00		
Fundraising Expenses			
61250 - Marketing & Advertisement			
64000 - General Fundraising Event	1,400.00	200	1,200.00
Expenses	0.00		
Occupancy			
64120 - Rent - Admin Office			
64125 - Rent - Admin Programs	0.00		
66201 - Utilities - Electric, Water	17,771.16	13524.16	4,247.00
Insurance	0.00		
64310 - Insurance - Professional	5,016.67	3616.67	1,400.00
Liability			
65762 - Licenses & Insurance			
Expense	0.00		
Office Expenses	5,935.00		5,935.00
62260 - Printing	0.00		
64500 - Telephone & Internet	0.00		
61621 - Awards & Recognition	8,667.00	6667.00	2,000.00
62250 - Postage & Delivery	300.00	300.00	
62202 - Supplies - Office	3,000.00	1500.00	1,500.00
62280 - Meals & Entertainment	0.00		
64600 - Computer Expenses	0.00		
62285 - Networking Expenses	6,597.64	6597.64	
65150 - Licenses, Taxes and Fees	0.00		
85100 - Licenses	16,117.00		11
63110 - Online processing fees	10,492.00	4625.00	,492.00
Transportation	0.00	4625.00	5,867.00
60420 - Transportation & Mileage	0.00		
65762 - Auto Parking			
60425 - Travel Expenses			

65764 - Auto - Repairs & Maintenance	5,625.00		5625.00
65765 - Auto - Gas	0.00		
Meetings & Professional Development	2,000.00	0.00	2,000.00
61210 - Meetings & Training	2,000.00		2,000.00
Dues & Subscriptions			
65500 - Subscriptions & Memberships			
Vouchers	175,743.70	175,743.70	0.00
67100 - Vouchers - General	175,743.70	175,743.70	
67110 - Vouchers - Housing	0.00		
67115 - Vouchers - Other	0.00		
Interest Expenses & Bank Charges	0.00	0.00	0.00
65200 - Bank Fees and Charges	0.00		
Overhead Allocation to Funds	178,050.46	159,868.46	18,182.00
69000 - OVERHEAD ALLOCATION TO FUNDS	178,050.46	159,868.46	\$18,182.00
Reserve			
Expenses	900,000.00	700,000.00	200,000.00

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF STANISLAUS,
THE CITY OF MODESTO, AND
AND THE SALVATION ARMY OF MODESTO
FOR COLLABORATION ON HOMELESS PROGRAMS AND SHELTERING**

This Memorandum of Understanding (this **MOU**) is made effective as of March 7, 2019, between the **COUNTY OF STANISLAUS**, a general law county (**County**), the **CITY OF MODESTO**, a charter city (**City**), and **THE SALVATION ARMY**, a California corporation (**The Salvation Army**), individually referred to as a "Party" and collectively referred to as the "Parties", and is for the purpose of collaborating on development of a long-term plan to create a sustainable system of care for the homeless in Stanislaus County, California.

RECITALS

WHEREAS: On October 28, 2014, the County established the Focus on Prevention initiative (**FOP**) to improve the quality of life in Stanislaus County, and Focus on Prevention has initiated a community transformation process in areas critical to quality of life: Homelessness, Strengthening Families, Investing in and Supporting Young Children and Reducing Recidivism; and

WHEREAS: In 2017, the Stanislaus County Housing and Support Services Collaborative/Continuum of Care and the Homelessness Action Council merged efforts. The Stanislaus Community System of Care (**CSOC**) now leads homelessness efforts, led by a 25-member Council representing all major sectors of the community; and

WHEREAS: On August 1, 2017, the County and its partners celebrated the opening of the Initial Outreach and Engagement Center (**IOEC**) at 825 12th Street. The **IOEC** serves as a physical entry point that centralizes connections to housing and necessary supports, provides assessments and referrals, and helps individuals navigate the wide range of homelessness services available throughout Stanislaus County; and

WHEREAS: As part of the **FOP** initiative, an Access Center visioning process was conducted throughout 2017 to create a plan for an Access Center to address the homelessness crisis in Stanislaus County; the Vision of that effort is: "Through Dignity and Respect Empowering People at Risk or Experiencing Homelessness Towards a Hopeful and Independent Life;" and

WHEREAS: On February 27, 2018, the Stanislaus County Board of Supervisors (**Board**) adopted a vision of a Permanent Access Center (**PAC**) strategy to serve those at risk for experiencing homelessness. The vision of the **PAC** is a "one-stop shop" where coordinated services can be provided along with critical housing supported by a community-wide increase in transitional affordable housing as a key factor to reduce homelessness; and

WHEREAS: On June 26, 2018, the Board and the Modesto City Council (**Council**) adopted a joint **CARE** Multi-Disciplinary Team Strategy and pilot program to address

vagrancy and individuals in distress due to severe mental illness, substance use disorders and high risk health issues in Stanislaus County; and

WHEREAS: On September 17, 2018, Beard Brook Park became a temporary camping destination for homeless individuals; and

WHEREAS: On December 11, 2018, the Board declared that a "Shelter Crisis" exists in the unincorporated areas of Stanislaus County under California Government Code Section 8698(d); and

WHEREAS: On December 11, 2018, the Board affirmed CSOC's designation of the County's Community Services Agency as the Administrative Entity to accept and administer \$7.2 million in federal Home Energy Assistance Program (HEAP) funds granted by the State of California to the County; and

WHEREAS: On December 11, 2018, the City declared that a "Shelter Crisis" exists in the unincorporated areas of Stanislaus County under California Government Code Section 8698(d); and

WHEREAS: On February 26, 2019, the Board unanimously approved a multi-pronged strategy related to homeless programs and efforts in Stanislaus County including authorizing the County CEO to negotiate and execute this MOU and authorizing the County COO to negotiate and execute the necessary agreements to carry out the objectives of this MOU; and

WHEREAS: On February 26, 2019, the Council unanimously approved a multi-pronged strategy related to homeless programs and efforts in the City of Modesto including authorizing the City Manager to negotiate and execute this MOU and authorizing the City Manager to negotiate and execute the necessary agreements to carry out the objectives of this MOU; and

WHEREAS: The Salvation Army is a church offering a multitude of programs to the Greater Modesto community and will continue to conduct religious programs in its Existing Shelter.

NOW, THEREFORE, the parties hereby agree as follows:

1. **Definitions.**

Capitalized terms not defined elsewhere in this MOU shall have the following meanings:

Agreement or MOU mean this Memorandum of Understanding.

Applicable Codes means the California Building Code applicable to City and County, as those regulations may be amended during the term of this Agreement, including, but not limited to, codes for building, electrical, energy, mechanical, plumbing, fire and safety.

Barriers refers to the imposition of barriers on the provision of overnight housing accommodation for individuals who are homeless, including but not limited to Identification requirements, time limits, and/or program requirements,

City means the City of Modesto, California.

County means the County of Stanislaus, California.

Emergency Shelter means the County's Emergency Shelter described in paragraph 2(b) of this MOU, and in Exhibit A attached hereto, as modified from time to time pursuant to this MOU.

Emergency Shelter Operator or Operator means the qualified third-party operator (including successors) to operate the Emergency Shelter, whose anticipated duties are generally described in Exhibit B attached hereto.

Existing Shelter Operations means The Salvation Army's existing shelter operations at its Berberian Shelter location at 320 9th Street, Modesto, CA.

2. Purpose of MOU. This MOU defines and memorializes each Party's legal obligations with respect to the following various phases, each of which represents a portion of the Parties' overall strategy for addressing homelessness issues in Stanislaus County:

(a) This MOU establishes a framework for ongoing financial support of The Salvation Army's Existing Shelter Operations as well as those operations created pursuant to this MOU. Financial and non-financial obligations and duties with respect to homelessness-related operations created by the Parties at a future date shall be subject to mutual agreement by the Parties.

(b) The construction by The Salvation Army of upgrades to be funded by others, including but not limited to new beds and kitchen equipment, plumbing systems, utility upgrades, and other infrastructure improvements within The Salvation Army's current existing kitchen facility and shelter located on The Salvation Army's property at 320 9th Street, Modesto for the purpose of increasing The Salvation Army's capacity to provide food services to the occupants of the County's Emergency Shelter described in paragraph 2(b) below ("Existing Shelter Phase");

(c) The construction by the County of an Emergency Shelter in The Salvation Army's existing warehouse on its 330 9th Street property to accommodate up to 180 occupants that will be operated by the County's separately retained Operator and for whom The Salvation Army will provide food services ("Emergency Shelter Phase");

(d) County shall procure and install at County's expense an approximately 6,500 square foot relocatable premanufactured facility for The Salvation Army's administration and programs on The Salvation Army's property at 301 10th Street ("Relocatable Premanufactured Facility Phase");

(e) The purchase by the County of The Salvation Army's Community Center and parking lots located at 625 I Street, located at the intersection of 7th and I Street in Modesto for the purpose of constructing Transitional Youth/Family Housing ("Youth/Family Housing Phase");

(f) County shall acquire and install relocatable premanufactured facilities for use as a Permanent Access Center on adjacent City property (APN 106-046-003) ("PAC Phase"); and

(g) City shall perform, at its cost, site upgrades on adjacent property at 216 9th Street for the purpose of providing parking and a potential outdoor area per the City of Modesto Worklist attached hereto as Exhibit C ("Site Upgrades Phase").

3. Collectively, the Existing Shelter Phase, Emergency Shelter Phase, Relocatable Premanufactured Facility Phase, Youth/Family Housing Phase, PAC Phase, and Site Upgrades Phase, as respectively set forth in subsections 2(a)-(f) above, shall hereinafter be referred to as the "Project". This MOU is effective on mutual execution by the Parties ("Effective Date"), and terminates five years after the date the Emergency Shelter commences operations ("Opening Date") unless extended by written agreement of the Parties or sooner terminated in accordance with the terms hereof.

4. **Budget and Project Schedule.** The current Project funding sources and uses and timeline have not yet been identified but will be attached hereto as Exhibit D and Exhibit E, respectively. The Parties will update Exhibits D and E in a mutually agreed upon manner, by written amendment as further information becomes available.

5. **Negotiation and Execution of Agreements Required to Accomplish MOU Objectives**

The Parties agree to negotiate and execute those agreements and other documentation necessary to carry out the objectives of this MOU, including but not limited to the following:

(a) A rate-based food services contract between the County and The Salvation Army whereby The Salvation Army will upgrade and utilize its kitchen facility (located in the The Salvation Army's Existing Shelter site at 320 9th Street) to provide meals for the County's Emergency Shelter to be located in an 18,000 square foot portion of The Salvation Army warehouse located at 330 9th Street and operated by Turning Point. A meal tracking system will be implemented for the provision of daily meals to 180 individuals on an agreed-upon schedule and scope of food services to be provided pursuant to the rate-based food services contract.

(b) A Facility Lease between the County and The Salvation Army for the lease and tenant improvements by the County of 18,000 square feet inside The Salvation Army warehouse located at 330 9th Street for the creation of an Emergency Shelter:

- 1) Lessor: The Salvation Army
- 2) Lessee: County
- 3) Term: 5 years
- 4) Purpose: Emergency Shelter
- 5) County will pay a lease price of \$.75 per square foot
- 6) County will hire an architect to design the space plan
- 7) County will hire a contractor to construct the renovations
- 8) Installation of separate utility meters for the space subject to the Facility Lease and for the Emergency Shelter reception area
- 9) County will install an emergency generator that will be available as backup power for all Emergency Shelter operations
- 10) County will be responsible for procuring and constructing the Emergency Shelter pursuant to all laws, regulations, Applicable Codes, the Facility Lease and this MOU

- 11) The Salvation Army will provide meals to the occupants of the County's Emergency Shelter pursuant to the rate-based food services contract described in paragraph 5(a) above.
 - 12) The County will procure Operator services for the County's Emergency Shelter. A template Operator Agreement that has not yet been negotiated or finalized is provided in Exhibit B attached hereto.
 - a. The County agrees to ensure the Operator Agreement will include pest control services for The Salvation Army's buildings (Existing Shelter and Emergency Shelter sections) that includes but is not limited to a bed bug extermination plan. The bed bug extermination plan will be approved by The Salvation Army to ensure the plan meets their requirements to ensure a pest-free facility.
 - b. The County agrees to provide on-site private security services twenty-four (24) hours per day, seven (7) days a week. The areas to be secured will be determined by an annual assessment conducted by the County or its designee and approved by The Salvation Army.
 - c. Any material revisions requiring an Amendment to the Operator Agreement shall be transmitted to The Salvation Army for approval, which approval shall not be unreasonably withheld.
 - 13) For the period of the Facility Lease, neither The Salvation Army nor the Operator will impose Barriers on clients of the County's Emergency Shelter in the provision of the services described in 5(a) above.
 - 14) The City will construct 40-50 parking stalls in accordance with the City Workplan attached hereto as Exhibit C, which shall be for the use of all Emergency Shelter and Existing Shelter employees, clients, and invitees in common. There shall be no reserved parking.
- (c) A Right of Entry granted by The Salvation Army to the County and the City to enter The Salvation Army's property at 301 10th Street [Administration Facility Site] for the following purposes:
- 1) Grantor: The Salvation Army
 - 2) Grantees: County and City
 - 3) County shall be granted a right to enter and construct to perform the Relocatable Premanufactured Facility Phase work, including procurement and installation of an approximately 6,500 square foot relocatable premanufactured facility to be utilized by The Salvation Army administration ("Administration Facility") for its management and support of all its Modesto operations, including religious program services.
 - 4) The City of Modesto shall be granted a right to enter and construct to connect sewer and water services to the Administration Facility in accordance with the City of Modesto Workplan attached hereto as Exhibit C.
 - 5) The City of Modesto will provide parking adjacent to the Administration Facility Site in accordance with the City of Modesto Workplan attached hereto as Exhibit C.
 - 6) The City of Modesto will provide the fire riser and connection to a City water main for fire protection services for the Administration Facility in accordance with the City of Modesto Workplan attached hereto as Exhibit C.
 - 7) The County will construct the remainder of the site package for the Relocatable Premanufactured Facility.
 - 8) County and City will install separate utility meters for electricity and natural gas to be utilized by the Administration Facility.

(d) A Purchase and Sale Agreement for purchase by the County for Fair Market Value of The Salvation Army's Community Center and parking lots located at 625 I Street at which site the County will construct a Family Transitional Housing Center.

- 1) The County will comply with Government Code noticing requirements regarding this transaction.
- 2) The City represents and warrants that the County's intended use is consistent with the City's zoning code.
- 3) Following the closing of the sale and prior to commencing construction work, the County may lease back the Community Center to The Salvation Army as it transitions to its new Administrative Facility.

(e) A \$1 Ground Lease between the County and the City for that portion of the City's property adjacent to The Salvation Army emergency shelter and north of the water tower (APN 106-046-003) upon which the County will perform the PAC Phase, including installation of modular facilities for the Permanent Access Center, subject to the following exceptions:

- 1) The City of Modesto will demolish and clear the existing structure and fencing from the site, including leveling and clearing the building pad and capping off all utilities in accordance with the City of Modesto Workplan attached hereto as Exhibit C.
- 2) The City of Modesto provide any and all sewer and water lateral connections in accordance with the City of Modesto Workplan attached hereto as Exhibit C.
- 3) The City of Modesto will construct 20-25 parking stalls adjacent to the site in accordance with the City of Modesto Workplan attached hereto as Exhibit C.
- 4) The City and County will maintain a lane for Salvation Army delivery trucks north of the County's Permanent Access Center

(f) A Ground Lease between the County and Stanislaus Foods for Stanislaus Foods' property at 216 9th Street City of Modesto. It is possible this property may also used for pop up tents and/or picnic tables or organized outdoor gathering.

6. Other Commitments of the Parties.

- (a) The County will coordinate the identification and distribution of various grant and donor funds toward the various projects required to carry out the objectives of this MOU.
- (b) The County will construct the specific improvements identified in this MOU.
- (c) The County will draft the various agreements amongst the Parties and others required to carry out the objectives of this MOU.
- (d) The Parties will present this MOU and its objectives to their various governing Boards or Council, with recommendations of approval.
- (e) The City will carry out, at the City's expense, the commitments enunciated on that certain work list (the "City's Work List") attached hereto and incorporated by reference herein as Exhibit "C" that identifies various approvals, construction work and utility upgrades required for the various phases required to carry out the objectives of this MOU.

7. Grant Funding.

(a) The Parties agree to cooperate in seeking any and all grant funding to be used for the purposes identified in this MOU.

(b) The City and County have already cooperated to identify in kind and cash donations and they will continue to reasonably cooperate with The Salvation Army to identify additional and continuing funding sources.

(c) The Parties acknowledge and agree that The Salvation Army shall not under any circumstances be obligated to provide additional funding in the event Grant Funding amounts aren't sufficient for the purposes of this MOU.

8. Creation of Operating Oversight Committee.

(a) The Salvation Army, the County, and the City of Modesto will participate in an informal Operating Oversight Committee ("Committee") comprised of representatives of The Salvation Army, the County, the City, the Operator, the FOP, and the CSOC. The County's contract with its Operator will require Operator's participation in the Committee. The purpose of the Committee is to collaborate on activities related to the operations and security of the projects created pursuant to this MOU and to avoid adverse impacts to the other Parties. The Committee shall be advisory in nature with the goal of addressing implementation, logistical and administration issues. Committee recommendations are not binding unless and until adopted by the governing bodies for each Party.

(b) The Parties will work together with the Committee to implement, correct and modify joint operations plans to ensure safe and effective operations of the Emergency Shelter and other facilities created pursuant to this MOU, but this Section shall not expand or limit the allocation of liability set forth in Section 10.


(c) One of the Committee's priorities will be identifying long term, sustainable funding, including future donor opportunities, to support the system of care for the homeless that is being established by this MOU and the projects described in this MOU.

9. Other Responsibilities.

(a) Each Party shall use reasonable efforts to obtain the grant funding described in this MOU.

(b) For each of the Phases described in this MOU and for any other projects deemed necessary by the Parties to carry out the objectives of this MOU, each Party shall be responsible for ensuring that all required and reasonable insurance is maintained, and that prevailing wages are paid if required for the projects for which they are responsible.

(c) For the term of this MOU, and three years thereafter, the Parties shall maintain in accordance with their standard record retention procedures (and require any Operator or other third party vendors hired to assist in carrying out the objectives of this MOU to maintain) and permit the other Parties to audit (and require any Operator or other third party vendors hired to assist in carrying out the objectives of this MOU to permit the other Parties to audit) all records pertaining to expenditures of funds relating to the construction and operation of the projects described in this MOU, including correspondence, internal memoranda, calculations, books and




accounts, accounting records, and invoices, payrolls, records and all other data related to matters covered by this MOU. The audit rights described herein include the right to audit, examine and make copies, excerpts and transcripts from such records. Such rights shall be specifically enforceable.

(d) Upon completion or termination of this MOU, the Parties will reconcile all relevant accounts to confirm that any contributed funds that have not been spent or encumbered for the authorized purposes under this Agreement are returned to the donors on an equitable basis considering the relative total amount of contributions by a donor during the term of this Agreement.

(e) The Parties will cooperate to obtain and/or provide all required entitlements, permits and approvals for the projects described in this MOU and for any other projects deemed necessary by the Parties to carry out the objectives of this MOU.

(f) The Parties shall reasonably cooperate to ensure their safe and effective coexistence on those sites and/or within those facilities they share.


10. Indemnification.



(a) For this MOU and for each of the agreements the Parties enter into in order to carry out the requirements of this MOU, County shall defend, indemnify and hold harmless The Salvation Army and its members, governing bodies, officers, employees, departments, officials, representatives, inspectors, contractors, consultants and agents from and against all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, arising out of, connected with or resulting from the County's negligence, willful misconduct, or breach of this MOU.

(b) For this MOU and for each of the agreements the Parties enter into in order to carry out the requirements of this MOU, City shall defend, indemnify and hold harmless The Salvation Army and its members, governing bodies, officers, employees, departments, officials, representatives, inspectors, contractors, consultants and agents from and against all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, arising out of, connected with or resulting from the County's negligence, willful misconduct, or breach of this MOU.

(c) For this MOU, The Salvation Army shall defend, indemnify and hold harmless the County, its members, governing bodies, officers, employees, departments, officials, representatives, inspectors, contractors, consultants and agents from and against all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, to the extent arising out of, connected with or resulting from The Salvation Army's negligence, willful misconduct, or breach of this MOU.



(d) For this MOU, The Salvation Army shall defend, indemnify and hold harmless the City, its members, governing bodies, officers, employees, departments, officials, representatives, inspectors, contractors, consultants and agents from and against all claims, suits, actions, losses and liability of every kind, nature and description, including but not limited to claims and fines of regulatory agencies and attorney's fees and consultant's fees, to the

extent arising out of, connected with or resulting from The Salvation Army's negligence, willful misconduct, or breach of this MOU.

(e) For this MOU and for each of the agreements the Parties enter into in order to carry out the requirements of this MOU, the Parties shall ensure that their contracts with their contractors and vendors including the Operator will require those contractors and vendors to indemnify the other Parties to this MOU for their construction and operation activities. Contractors' and Operator's indemnification obligations shall not be limited to valid and collectible insurance.

11. **Termination.** This MOU may also be terminated in advance of its expiration date:

(a) If the Parties agree in writing.

(b) If:

(1) One Party fails to perform its material responsibilities for three consecutive months,

(2) The performing Party(ies) notifies the non-performing Party of its failure to perform in writing and provides a reasonable opportunity to cure (not to exceed 90 days), and

(3) The non-performing Party fails to cure within the designated cure period;
and

(4) The performing Party(ies) elect to terminate.

(c) If (i) The Salvation Army provides the Parties with ninety (90) days prior written notice that funding is insufficient to continue operations required by this MOU and (ii) the Parties are unable to reach agreement within that 90-day period regarding a plan to fill any gap in funding sufficiency for the operations required by this MOU; or

(d) For The Salvation Army's convenience if The Salvation Army has provided and the Parties have mutually agreed in writing upon a feasible plan for suitable substitute arrangements.

The Parties' insurance and indemnification obligations shall survive the termination of this MOU.

12. **Damages.** The Parties hereby agree that, in the event of default, any damages awarded or arising under this MOU shall be exclusively limited to actual direct damages incurred and which have been demonstrated with substantial certainty. In no instance shall the Parties be entitled to special, incidental, indirect, consequential or punitive damages, lost profits or attorney's fees. By acceptance and execution of this MOU, the Parties hereby agree that the only monetary damages contemplated by them as arising from this MOU are actual or direct damages.

13. **Ownership of Improvements.** The Parties agree that upon the completion of this MOU, all improvements constructed on and within Salvation Army facilities and property pursuant to this MOU, and the agreements contemplated herein, excluding the purchase of the Salvation Army facility at 625 I Street but including without limitation the Relocatable Premanufactured Facility, shall become the property of The Salvation Army. The Right of Entry

to the Alley and Abandoned C Street shall be retained by The Salvation Army upon completion of this MOU.

14. Representations and Warranties.

Each Party represents, warrants and covenants to the other party as follows:

(a) Authority. Such Party has the legal power and authority to execute and deliver this MOU and to perform its obligations under this MOU.

(b) Due Authorization. The approval, execution, and delivery of this MOU, and the performance by such Party of its obligations under this MOU, have been authorized by all requisite actions of such Party.

(c) Due Execution and Delivery. The persons executing this MOU on behalf of such Party are duly authorized to execute and deliver this MOU on behalf of such Party.

(d) No Conflict. The approval, execution, delivery and performance of this MOU does not conflict with any other agreement to which such Party is a party and does not violate or require any action which has not been taken under any law, statute, rule, regulation, ordinance, general plan, tribal law, specific plan or court order or decree applicable to such Party.

15. Notices. Any notices required or permitted hereunder shall be in writing and may be personally delivered, or delivered via the U.S. Postal Services, first class postage prepaid, or by a reputable overnight delivery service (such as U.S. Express Mail, Priority Mail, Federal Express, UPS, or DHL), addressed as follows or to such other place as each Party may designate by subsequent written notice to each other:

For the County:

County of Stanislaus
Chief Executive Office
1010 10th Street, Suite 6400
Modesto, CA 95354

For The Salvation Army:

The Salvation Army
Attn: Territorial Secretary for Business Administration
30840 Hawthorne Boulevard
Rancho Palos Verdes, CA 90275

with a copy to:

The Salvation Army of Modesto
320 9th Street
Modesto, CA 95354

For the City of Modesto:

City Manager
1010 10th Street
Modesto, CA 95354

16. General Provisions.

(a) Further Assurances. The Parties shall cooperate with each other and execute such instruments or documents and take such other actions as may reasonably be requested from time to time in order to carry out, evidence or confirm their rights or obligations under this MOU. In addition to the foregoing, the City of Modesto and the County of Stanislaus agree to negotiate and amend this agreement if necessary to address any fees and costs related to this project including, but not limited to:

- One-time utility connection fees (Water/Sewer)
- Change in cost of materials and/or services
- Curb cuts, if approved by CALTRANS

(b) Modification. No provision of this Agreement shall be amended, modified, or waived other than by an instrument in writing signed by an authorized representative of each Party.

(c) Enforceability. This MOU constitutes the legal, valid and binding obligation of each Party, enforceable against such Party, and its successors and assigns, in accordance with its terms, and, once executed and delivered, cannot be invalidated pursuant to any subsequent action of a Party, as applicable.

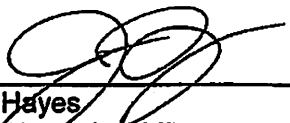
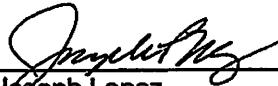
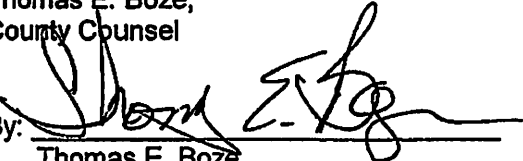

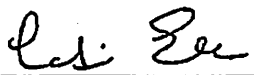
(d) Waivers. A waiver of any breach of any provision of this MOU shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision operate as a waiver of such provision or of any other provisions.

(e) Governing Law. This MOU shall be governed by, and construed in accordance with, the laws of the State of California, excluding choice of law rules.

(f) Construction of Agreement. This MOU, including all recitals, together with all Exhibits, constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, drafts regarding this MOU, whether written or oral. In the event of a dispute between the Parties as to the language of this MOU or any amendment to this MOU or the construction or meaning of any term contained in this MOU or any amendment to this MOU, this MOU or any amendment to this MOU shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against, or in favor of, any Party based on the preparation or negotiation of this MOU or any amendment to this MOU. The headings contained in this MOU are for convenience of reference only and shall not effect this MOU's construction or interpretation.

(g) Binding Agreement. This MOU is intended to be, and shall be construed to be, binding upon the Parties and all successors and successors-in-interest of each party, including

IN WITNESS WHEREOF, the parties have executed this MOU as of the effective date set forth above.

COUNTY OF STANISLAUS By:  Jody Hayes Chief Executive Officer County of Stanislaus, State of California	THE CITY OF MODESTO By:  Joseph Lopez City Manager City of Modesto
THE SALVATION ARMY, a California corporation By: _____ Name: _____ Its: _____	
APPROVED AS TO FORM: Thomas E. Boze, County Counsel By:  Thomas E. Boze County Counsel	APPROVED TO FORM: Adam Lindgren City of Modesto, City Attorney By: 
APPROVED TO FORM: Hannah Edwards The Salvation Army Deputy General Counsel By: _____	
ATTEST: _____, City Clerk By:  _____ City Clerk	

all officers, agents and employees.

IN WITNESS WHEREOF, the parties have executed this MOU as of the effective date set forth above.

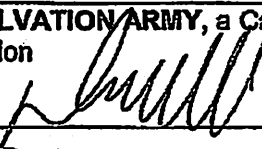

COUNTY OF STANISLAUS By: _____ Jody Hayes Chief Executive Officer County of Stanislaus, State of California	THE CITY OF MODESTO By: _____ Joseph Lopez City Manager City of Modesto
THE SALVATION ARMY , a California corporation By:  4-26-19 Name: <u>David C. Shull, Major</u> Its: <u>Div Sec for Program</u> <u>Golden State Division</u>	
APPROVED AS TO FORM: Thomas E. Boze, County Counsel By: _____ Thomas E. Boze County Counsel	APPROVED TO FORM: Adam Lindgren City of Modesto, City Attorney By: _____
APPROVED TO FORM: Hannah Edwards The Salvation Army Deputy General Counsel By: 	
ATTEST: _____, City Clerk By: _____ City Clerk	




EXHIBIT A

Emergency Shelter Description

North Half of SA Building:

The emergency shelter will consist of the following:

1. Reception and lobby area.
2. Staff Offices. Offices can possible be used as interview rooms.
3. Dormitory / Sleeping area for up to 180 clients.
4. Day Room area.
5. Men's Restrooms.
6. Men's Showers including lockers.
7. Women's Restrooms.
8. Women's Showers including lockers.
9. Indoor laundry facility.
10. Office where staff can monitor the dormitory areas.



The tenant improvements to achieve the emergency shelter include but are not limited to; demolition, framing, wood finishes, flooring, paint, windows, acoustical ceiling system, plumbing, heating and ventilation, electrical, fire protection, and fire alarm.

Exhibit B

PROFESSIONAL SERVICES AGREEMENT

OPERATOR AGREEMENT

Between

THE SALVATION ARMY, A CALIFORNIA CORPORATION

and

STANISLAUS COUNTY

For the

330 9th Street Access Center Emergency Shelter in Modesto, CA

Amount

\$2,334,146

Dated November 26, 2019

**OPERATOR AGREEMENT BETWEEN
THE SALVATION ARMY AND STANISLAUS COUNTY**

THIS PROFESSIONAL SERVICES AGREEMENT (“**Agreement**”) is dated this 26th day of November, 2019, in the City of Modesto, State of California, by and between **THE SALVATION ARMY, A CALIFORNIA CORPORATION**, hereinafter referred to as (“**Operator**”) and **STANISLAUS COUNTY**, hereinafter referred to as (“**County**”).

RECITALS

WHEREAS, The Salvation Army, the County, and the City of Modesto (the “Parties”) entered into a Memorandum of Understanding for Collaboration on Homeless Programs and Sheltering, dated March 7, 2019 (“**MOU**”); and

WHEREAS, The Salvation Army and the County, have entered into a Rate-Based Food Services Agreement for the provision of daily food service at the new Access Center Emergency Shelter, dated April 19, 2019; and

WHEREAS, The Salvation Army and the County, have entered into a Facility Lease , dated May 9, 2019 (the “**Lease**”) for 18,000 square feet of The Salvation Army’s 330 9th Street Modesto warehouse property (the “**Property**”); and

WHEREAS, among other things, the MOU (Section 2(b)) contemplates an Operator, and the County entering into an agreement for the operation of the Emergency Shelter located on the Property; and

WHEREAS, by entering into this Agreement, the County intends to comply with, and perform, its legal obligations under MOU Section 2(b), in furtherance of the Parties’ overall strategy for addressing homelessness issues in Stanislaus County.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, stipulated and agreed, Operator and County hereby agree as follows:

1. **Scope of Professional Services.** For the Project described in Appendix A (“Project”), the Operator shall perform the professional services described in Appendix B (“Services”) for the compensation set forth in Appendix C (“Compensation”), which appendices are attached and made a part of this Agreement. Appendix E is also made part of this Agreement and provides the Policies and Procedures for performing the Services as described in Appendix B.

2. **Term.** This Agreement shall become effective upon its execution by Operator and by County (as authorized by the County Board of Supervisors on October 1, 2019). All Services whenever performed shall be deemed performed under this Agreement, and all compensation whenever paid to Operator on account of the Services shall be deemed as payments of the Compensation and subject to the terms of this Agreement. The initial term of this Agreement is for a one year period. The remaining term of four years aligns

five years of the facility lease. Approval to proceed to years two through five will require a notice to proceed by the County.

2.1 County and Operator shall mutually agree to re-evaluate scope, cost and term of this Agreement, for consideration of modification, at the end of the first year of operations.

3. **Standard of Performance.** Operator represents that it possesses all necessary training, licenses and permits to perform the Services, and that its performance of the Services will conform to the highest standards of practice of a professional having experience and expertise in performing professional services of like nature and complexity of the Services working on similar projects.

4. **Subconsultants.** Operator shall hire only qualified persons or firms who are experienced in performing work of like nature and complexity to the Services, and who agree to be bound to the terms of the Agreement to the extent of their scope of services. Operator shall be fully responsible for the work of its subconsultants.

5. **Representatives for Both Parties.** Both parties shall designate a representative, authorized to act on the parties' behalf with respect to this Agreement. The parties or such authorized representatives shall render required decisions promptly, to avoid unreasonable delay in the progress of Operator's services. The parties may delegate all or some of the representatives' role and function to some other representative.

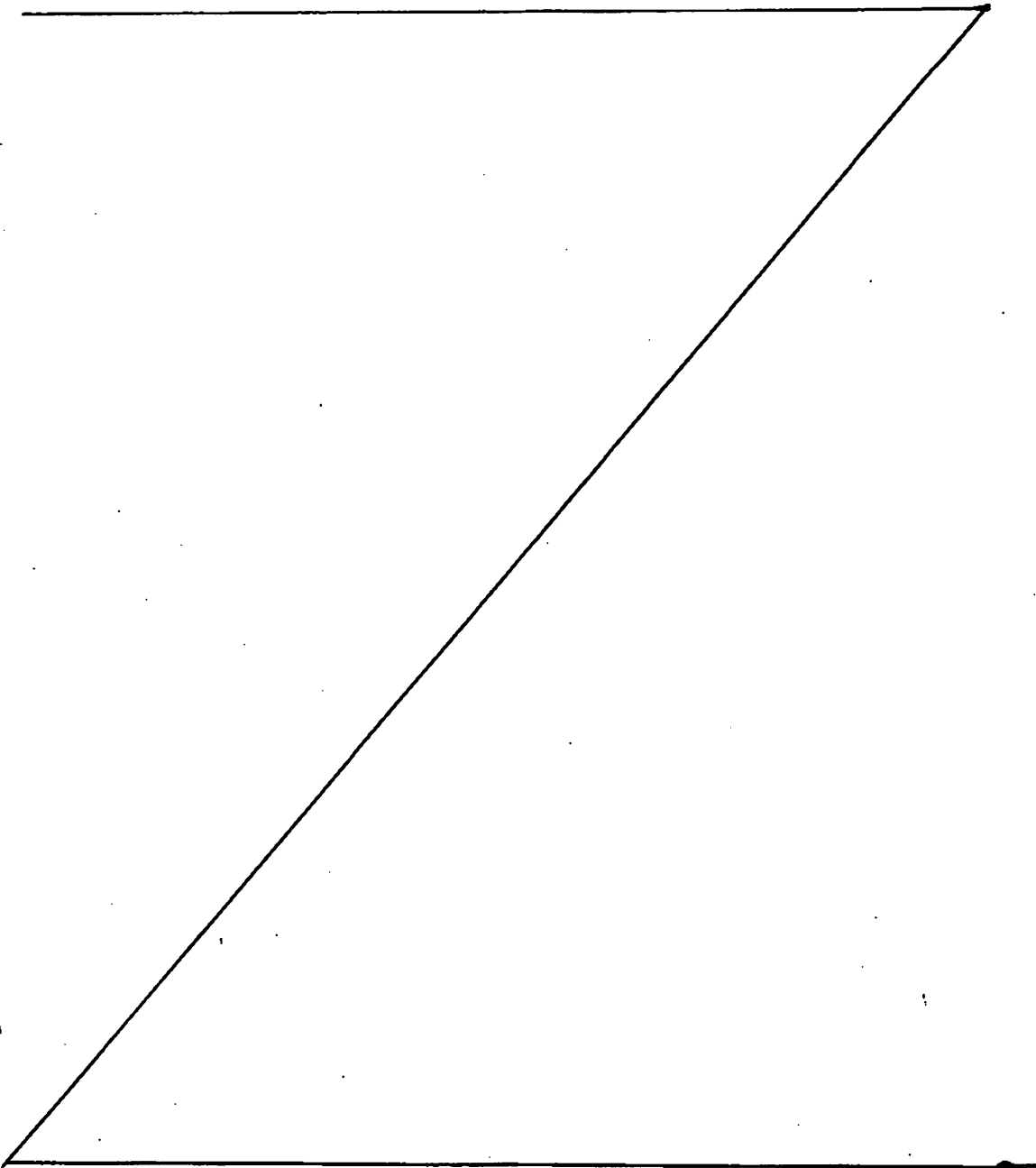
6. **Indemnification and Liability.**

6.1 To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782 *et. seq.*), Operator shall defend (with legal counsel reasonably acceptable to County), indemnify and hold harmless County and its landlords (including specifically The Salvation Army, a California corporation), officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Operator or its subconsultants), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Operator, anyone directly or indirectly employed by Operator, or anyone that Operator may employ, oversee, supervise, or control (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify any Indemnitee shall not apply to the extent that such Liabilities are caused in whole or in part by the active/sole negligence, or willful misconduct of such Indemnitee, but shall apply to all other Liabilities.

6.2 Operator shall defend (with legal counsel reasonably acceptable to County), indemnify and hold harmless Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including reasonable attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

6.3 Operator shall place in its subconsulting agreements and cause its subconsultants to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement.

7. **Notices and Communications.** County and Operator shall provide notices to the other in the form of writing, sent by certified mail return receipt requested, or by overnight courier or delivery service with signature required, as follows:



THE SALVATION ARMY
Western Territorial Headquarters
30840 Hawthorne Blvd.
Rancho Palos Verdes, CA 90275

COUNTY
County of Stanislaus
Chief Executive Office
1010 10th Street, Suite 6400
Modesto, CA 95354

Notices may also be provided to such other place as either party may similarly in writing designate to the other. Notices shall be effective three business days after mailing by certified mail, or upon receipt if delivered by overnight courier or delivery service. All notices and normal project communications must be addressed to and/or copied to the County's Representative, Chief Executive Officer, or such other person designated in writing by County, including but not limited to notices, payment requests, information requests, approval requests, coordination requests, authorization requests, confirmations of conversations, routine correspondence and deliverables.

8. **Insurance.** Operator shall comply with all requirements of Appendix D, which is attached and made a part of this Agreement.

9. **Independent Contractor.** Operator shall at all times be deemed an independent contractor wholly responsible for the manner in which it performs the Services, and fully liable for the acts and omissions of its employees, subconsultants and agents. Under no circumstances shall this Agreement be construed as creating an employment, agency, joint venture or partnership relationship between County and Operator, and no such relationship shall be implied from performance of this Agreement. Terms in this Agreement referring to direction from County shall be construed as providing for direction as to policy and the result of services only, and not as to means and methods by which such a result is obtained. Operator shall pay all taxes (including California sales and use taxes) levied upon this Agreement, the transaction, or the Services and/or goods delivered pursuant hereto without additional compensation, regardless of which party has liability for such tax under applicable law, and any deficiency, interest or penalty asserted with respect thereto. Operator represents that it will collect, report, and pays all sales and or use taxes to the State Board of Equalization. Upon full payment, the Operator will issue County a receipt pursuant to California Revenue and Taxation Code Section 6203, relieving County of all liability for any tax relating to the scope of this Agreement. The Operator shall pay all other taxes including but not limited to any applicable City of Modesto business license fees and/or taxes, not explicitly assumed in writing by County hereunder. The Operator shall comply with all valid administrative regulations respecting the assumption of liability for the payment of payroll taxes and contributions as above described and to provide any necessary information with respect thereto to proper authorities.

10. **Conflict of Interest; Confidentiality.**

10.1 Operator represents that it is familiar with Section 1090 and Section 87100 et seq. of the Government Code of the State of California, and that it does not know of any facts arising from the execution of this Agreement that constitute a violation of said sections.

10.2 Operator represents that it has completely disclosed to County all facts bearing upon any possible interests, direct or indirect, which Operator believes any member of County, or other officer, agent or employee of County or any department presently has, or will have, in this Agreement, or in the performance thereof, or in any portion of the profits hereunder. Willful failure to make such disclosure, if any, shall constitute ground for termination

of this Agreement by County for cause. Operator agrees to comply with all conflict of interest codes adopted by the County and its reporting requirements.

10.3 Operator covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of Services required under this Agreement. Without limitation, Operator represents to and agrees with County that Operator has no present, and will have no future, conflict of interest between providing County the Services hereunder and any interest Operator may presently have, or will have in the future, with respect to any other person or entity (including but not limited to any federal or state wildlife, environmental or regulatory agency) which has any interest adverse or potentially adverse to County, as determined in the reasonable judgment of County. The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

10.4 Operator acknowledges and agrees that, in the performance of the Services under this Agreement or in the contemplation thereof, Operator may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Operator agrees that all information disclosed by County to or discovered by Operator shall be held in strict confidence and used only in performance of the Agreement. Operator shall exercise the same standard of care to protect such information as a reasonably prudent Operator would use to protect its own proprietary data, and shall not accept employment adverse to County's interests where such confidential information could be used adversely to County's interests. Operator agrees to notify County immediately in writing if it is requested to disclose any information made known to or discovered by Operator during the performance of or in connection with this Agreement.

10.5 Any publicity or press releases with respect to the Project or Services shall be under County's sole discretion and control. Operator shall not discuss the Services or Project, or matters pertaining thereto, with the public press, representatives of the public media, public bodies or representatives of public bodies, without County's prior written consent. Operator shall have the right, however, without County's further consent, to include representations of Services among Operator's promotional and professional material, and to communicate with persons or public bodies where necessary to perform under this Agreement.

10.6 Operator shall not employ, or attempt to employ, any person who is or was employed by County at any time that this Agreement is in effect, during the term of this Agreement and for a period of six months after the termination of this Agreement or the completion of the Work, without the written consent of the County.

10.7 Operator and County agree that Operator's unique talents, knowledge and experience form a basis for this Agreement and that therefore the services to be performed by Operator under this Agreement are personal in character and neither this Agreement nor any duties or obligations hereunder shall be assigned or delegated by Operator unless approved by written instrument executed and approved in the same manner as this Agreement.

10.8 The provisions of this Section shall remain fully effective indefinitely after termination of Services to County hereunder.

11. Suspension and Termination of Services.

11.1 County may direct Operator to suspend, delay or interrupt Services, in whole or in part, for such periods of time as County may determine in its sole discretion. County may issue such directives without cause. County will issue such directives in writing.

11.2 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for default, should Operator commit a material breach of this Agreement, or part thereof, and not cure such breach within ten (10) calendar days of the date of County's written notice to Operator demanding such cure. In the event County terminates this Agreement for default, Operator may recover costs expended up to termination, but which shall be offset by Operator's liability to County for all loss, cost, expense, damage and liability resulting from such breach and/or termination.

11.3 County may terminate performance of the Services under this Agreement in whole, or from time to time in part, for convenience, whenever County determines that such termination is in County's best interests. In the event County terminates this Agreement for convenience, Operator shall be entitled to recover its costs expended up to the date of termination plus reasonable profit thereon, up to the amount that Operator would have otherwise earned under the Agreement up to the date of the termination, but may recover no other cost, damage or expense. If such part terminated is severable or priced separately in the Agreement, however, then such severable or separate pricing shall determine the deductive price for the termination.

13. Audit/Inspection of Records.

13.1 Operator shall maintain all documents and records prepared by or furnished to Operator during the course of performing the Services for at least three (3) years following completion of the Services. Such records include, but are not limited to, correspondence, internal memoranda, calculations, books and accounts, accounting records documenting its work under its Agreement, and invoices, payrolls, records and all other data related to matters covered by this Agreement. Operator shall permit County to audit, examine and make copies, excerpts and transcripts from such records. The State of California or any federal agency having an interest in the subject of Agreement shall have the same rights conferred to County by this section. Such rights shall be specifically enforceable.

13.2 Operator shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Operator in the performance of this Agreement. If such books and records are not kept and maintained by Operator within a radius of fifty (50) miles from the offices of Stanislaus County, 1010 10th Street, Modesto, CA 95354, Operator shall, upon request of County, make such books and records available to County for inspection at a location within said fifty (50) mile radius or Operator shall pay to County the reasonable, and necessary costs incurred by County in inspecting Operator's books and records, including, but not limited to, travel, lodging and subsistence costs. Operator shall provide such assistance as may be reasonably required in the course of such inspection. County further reserves the right to examine and reexamine said books, records and data during the three (3) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by County, and the Operator shall in no event dispose of,

destroy, alter, or mutilate said books, records, accounts, and data in any matter whatsoever for three (3) years after County makes the final or last payment or within three (3) years after any pending issues between County and Operator with respect to this Agreement are closed, whichever is later.

14. **Non-discrimination.** Operator shall not unlawfully discriminate against any employee or applicant for employment, nor against any subconsultant or applicant for a subcontract, because of race, color, religious creed, age, sex, actual or perceived sexual orientation, national origin, disability as defined by the ADA or veteran's status. To the extent applicable, Operator shall comply with all federal, state and local laws (including, without limitation, County of Stanislaus and City of Modesto ordinances, rules and regulations) regarding non-discrimination, equal employment opportunity, affirmative action and occupational-safety-health concerns, shall comply with all applicable rules and regulations hereunder, and shall comply with same as each may be amended from time to time. Operator shall provide all information reasonably requested by County to verify compliance with such matters. Operator stipulates, acknowledges and agrees that County has the right to monitor Operator's compliance with all applicable non-discrimination requirements, and may impose sanctions upon a finding of a willful, knowing or bad faith noncompliance or submission of information known or suspected to be false or misleading.

15. **Disputes.** Operator shall continue its work throughout the course of any dispute, and Operator's failure to continue work during a dispute shall be a material breach of this Agreement. Operator shall provide County with written notice of claims for additional compensation within a reasonable time of knowledge thereof (but no later than 20 calendar days after first knowledge), supported by correspondence and written materials evidencing the change in the scope of the Services (within 20 additional days), for the purpose of negotiations of the claim and resolution thereof; otherwise, such claim is waived. Claim negotiations shall occur a minimum of two times, once at the project level, and then at the executive level. Should claim negotiations prove unsuccessful, and if Operator files a Government Code section 910 claim, then pursuant to Government Code Section 930.2, the time period to do so shall be no later than 120 days following completion or termination of the Services (whichever first occurs). The parties must thereafter engage in non-binding mediation using a mediator pre-qualified by the American Arbitration Association for construction industry mediation, as a precondition of any litigation.

16. **No Incidental or Special Damages.** Notwithstanding any other provision of this Agreement, in no event shall County be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

17. **California Law.** This Agreement shall be deemed to have been executed in the City of Modesto, Stanislaus County, California. Enforcement of this Agreement shall be governed by the laws of the State of California, excluding its conflict of laws rules. Any action or proceeding to enforce or interpret any provision of this Agreement, to the extent permitted by law, shall be brought, commenced or prosecuted in the applicable State or federal (including without limitation Eastern District of California) courts in or having jurisdiction over Stanislaus County, California. Should any clause, provision or aspect of this Agreement be determined at any time to be unenforceable or in contravention of law, then the remaining clauses and provisions of this Agreement shall be enforceable to the fullest extent permitted by law and construed to give effect to fullest extent possible the intent of this Agreement.

18. **No Third Party Beneficiaries.** Except as expressly provided in this Agreement, nothing in this Agreement shall operate to confer rights or benefits on persons or entities not party to this Agreement. Time is of the essence in the performance of this Agreement.

19. **Entire Agreement.** This Agreement shall supersede all prior or contemporaneous purchase orders, letter agreements or any other agreements (oral or written) that may apply to Services. This Agreement and any written modification shall represent the entire and integrated agreement between the parties hereto regarding the subject matter of this Agreement, shall constitute the exclusive statement of the terms of the parties' agreement, and shall supersede any and all prior negotiations, representations or agreements, written or oral, express or implied, that relate in any way to the subject matter of this Agreement or written modification. All prior negotiations are merged into this Agreement and shall be inadmissible in any enforcement of this Agreement.

20. **No Waiver.** The granting of any payments, and any inspections, reviews, approvals or oral statements by any County representative, or certification by any governmental entity, shall in no way limit Operator's obligations under this Agreement. Either party's waiver of any breach, or the omission or failure of either party, at any time, to enforce any right reserved to it, or to require strict performance of any provision of this Agreement, shall not be a waiver of any other right to which any party is entitled, and shall not in any way affect, limit, modify or waive that party's right thereafter to enforce or compel strict compliance with every provision hereof (including, but not limited to, provisions previously not enforced). This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved by fully authorized representatives of County and Operator.

21. **Severability.** Any provision or portion thereof of this Agreement prohibited by, or made unlawful or unenforceable under any applicable law of any jurisdiction, shall as to such jurisdiction be ineffective without affecting other provisions or portions thereof of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be a valid and binding agreement enforceable in accordance with its terms to the greatest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day first mentioned above.



Dated: 11-26-19

COUNTY OF STANISLAUS

By: 
Jody Hayes
Chief Executive Officer

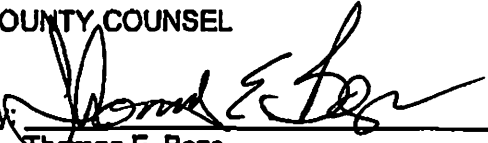
Dated: NOV 21 2019

THE SALVATION ARMY, A CALIFORNIA CORPORATION

By:  
DOUGLAS TOLLERUD TERRY HUGHES

APPROVED AS TO FORM:

COUNTY COUNSEL

By: 
Thomas E. Boze
County Counsel

**LIST OF APPENDICES, EXHIBITS AND SCHEDULES
TO PROFESSIONAL SERVICES AGREEMENT**

- Appendix A Project Description
- Appendix B Scope of Services to be Provided by Operator
- Appendix C Payments to Operator
 - Exhibit 1 to Appendix C Staffing Rates
- Appendix D Insurance
- Appendix E Policies and Procedures Manual

**APPENDIX A
TO PROFESSIONAL SERVICES AGREEMENT**

PROJECT DESCRIPTION

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated **November 26, 2019**, by and between **THE SALVATION ARMY, A CALIFORNIA CORPORATION**, hereinafter referred to as "**Operator**" and **STANISLAUS COUNTY**, hereinafter referred to as "**County**" for a period of five (5) years commencing on the Commencement Date of (November 26, 2019).

1. PROJECT DESCRIPTION.

1.1 Operator will provide professional Operator services for the 330 9th Street Emergency Shelter in Modesto, California.

END OF APPENDIX A

APPENDIX B
TO PROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES TO BE PROVIDED BY OPERATOR

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated November 26, 2019, by and between **THE SALVATION ARMY, A CALIFORNIA CORPORATION**, hereinafter referred to as "**Operator**" and the **STANISLAUS COUNTY**, hereinafter referred to as "**County**" providing for professional Operator services.

2. GENERAL REQUIREMENTS OF OPERATOR'S SERVICES.

2.1 The Emergency Shelter will have a collaborative approach to providing services. The Operator will oversee the shelter's day-to-day operations. Operator will provide or coordinate the following minimum services for Emergency Shelter guests.

2.1.1. Provide emergency shelter services such as showers and restrooms, storage, housing for a mutually agreed upon number of pets, food preparation and dining, laundry, etc., and allowing guests shelter with their partners, pets and possessions.

2.1.2. Provide housing readiness training for guests that do not have the skills to live independent and sheltered lives.

2.1.3. Operator will coordinate the following service providers who will be providing on-site case management services to the guests:

- Behavioral Health and Recovery Services providing mental illness and substance use disorder treatment.
- Community Services Agency providing access to public aid and basic needs.
- Workforce Development Services providing access to employment and job trainings services.
- The Homelessness Court Program providing an opportunity for individuals involved in the criminal justice system to address unresolved court issues by participating in rehabilitative services.
- The Housing Assessment Team providing assessments and coordinated access to supportive services and housing.
- The Golden Valley Health Center Mobile Medicine Program staff will connect guests with essential healthcare services.
- The Community Housing and Shelter Services Housing Specialist and Disability Income Advocate will provide access to permanent disability based income and housing.

2.1.4. The Operator may employ shelter guests that are registered in a Transitional Housing Program, to perform daily job duties related to the cleaning of the shelter facilities and grounds, pursuant to existing Salvation Army Policies.

2.1.5. The Operator will participate in an informal Operating Oversight Committee ("Committee") comprised of representatives of the County, the City and the Community System of Care. The purpose of the Committee is to collaborate on activities related to the promotion of a sustainable system of care for the homeless in Stanislaus County, California.

2.1.6. The Operator will ensure that the shelter complies with all applicable building, safety, and health codes.

2.1.7. The Operator will prepare and implement a fire safety plan which includes at least the following:

- A posted evacuation plan
- Fire drills, conducted at least quarterly
- Fire detection systems

2.1.8. The Operator will provide and implement additional emergency plans covering earthquake, flood and other disasters.

2.1.9. The Operator will provide a telephone, available 24 hours per day, to contact the fire department, paramedics, police, and site supervisor personnel, and post a list of such emergency numbers at the telephone location(s).

2.1.10. The Operator will provide and make available at all times first aid equipment and supplies in case of medical emergency.

2.1.11. The Operator will provide regular training to staff regarding common physical and mental health problems, medical aid, crisis management and the cultural competency of the homeless population and how to obtain needed and appropriate services at no more than \$2,500 per year.

END OF APPENDIX B

**APPENDIX C
TO PROFESSIONAL SERVICES AGREEMENT**

PAYMENTS TO OPERATOR

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated November 26, 2019, by and between **THE SALVATION ARMY**, hereinafter referred to as "**Operator**" and **STANISLAUS COUNTY**, hereinafter referred to as "**County**" providing for professional Operator services.

1. METHODS OF PAYMENT FOR OPERATOR'S SERVICES AND EXPENSES.

1.1 For Basic Services. County shall pay Operator as basic services are rendered under Appendix B in the following sums: Total initial annual amount of \$2,334,146 to be dispersed on a monthly basis in the amount of \$194,512.

1.2 Basic Services Budget Annual.

Regular Salaries -	\$1,693,660
Overtime Expense Reserve -	\$ 33,873
Building Maintenance -	\$ 6,100
Cleaning Supplies -	\$ 154,118
Laundry Service (Cintas Contract)	\$ 10,660
The Salvation Army Administrative Fee -	<u>\$ 189,841</u>
	\$2,088,252
Utilities (estimated) -	245,894
	<u>\$2,334,146</u>

1.3 The Salvation Army Administrative Fee. The Salvation Army shall charge a 10% administrative fee to cover those expenses it is responsible for, to operate the Emergency Shelter.

1.4 Utilities. Pursuant to the Facility Lease dated May 9, 2019, County as Tenant shall pay for and be solely responsible for all gas, heat, air conditioning, light, power, premises telephone and other utilities and services especially or exclusively supplied and/or metered exclusively to the Premises (Emergency Shelter) or to tenant, together with any taxes thereon. Tenant has agreed to install separate utility meters necessary to identify utility costs for the Emergency Shelter. Utilities are estimated annually at \$223,540.

1.1.1 Utilities will be subject to The Salvation Army Administrative Fee for an additional cost of \$23,354.

1.1.2 Total annual Utilities cost to County to be paid to Operator is estimated to be \$245,894.

1.1.3 Utilities costs shall be paid by County to Operator on a monthly basis, estimated to be \$20,491 per month.

1.1.4 Utilities are estimated for the purpose of this Agreement. Operator shall maintain all utility records to show the actual costs incurred by the Operator. County and Operator shall mutually agree at the end of the first year of operations to determine actual amounts owed to Operator for utilities. County and Operator shall mutually agree to determine the application of credits or debits to funds paid to Operator by County for utilities.

1.5 For Additional Services.

1.1.1 For Additional Services (and for services of its subconsultants) rendered at the County's request and prior written approval, Operator shall negotiate with County a lump sum amount for each Additional Service sought, which amount shall be paid monthly as earned based upon the Billing or Salary Rates of each Operator and subconsultant employee, as provided in Exhibit 1 to Appendix C.

1.1.2 Pursuant to the MOU, the County agrees to ensure the Operator Agreement will include pest control services for the existing Salvation Army Shelter building and the new Access Center Emergency Shelter building, to be paid for by County.

1.1.3 Pursuant to the MOU, the County shall provide on-site private security services (24) hours per day, seven (7) days a week.

1.1.4 Pursuant to the Rate-Based Food Service Agreement, the County shall pay the Salvation Army \$8.00 per day, per person, up to 182 persons for the provision of daily food service at the new Access Center Emergency Shelter.

The annual food cost is estimated to be no greater than \$531,440. The County shall advance a \$24,000 payment to the Salvation Army 30 days prior to the opening of the new Emergency Shelter to cover start-up system costs.

1.1.5 Pursuant to the Facility Lease, the County as Tenant shall provide Operator ability to launder guest linens.

The weekly cost for laundry service is estimated at \$204.

1.1.6 Pursuant to the Facility Lease, the County as Tenant shall provide various one-time costs, estimated and to be mutually agreed upon for fixtures, furniture and equipment including:

- a) Personal locks for shelter guest wardrobes and lockers \$ 3,273
- b) Bathroom and floor cleaning machines \$ 4,340
- c) Personal storage containers, totes and lids \$ 3,640
- d) Copier (and service agreement) \$ 3,000
- e) Facility furniture including office chairs, tables, filing cabinets, flat screen televisions \$ 36,600
- f) Training costs associated with mandated staff training \$ 2,500

2. TIMES OF PAYMENTS.

2.1 Operator shall submit monthly statements for Basic and any Additional Services rendered in a format acceptable to the County. County shall promptly review Operator's monthly statement, and provided it is acceptable, shall make prompt payment thereon.

2.2 County shall pay the equivalent of the first two-months of operations costs to the Operator upon execution of this agreement to provide for system start-up costs.

3. **DEFINITIONS.**

3.1 "Additional Services" mean services beyond the scope of the Services defined in this Agreement, provided that the Additional Services are not due to the errors and/or omissions of Operator.

3.2 The "Salary Rates" are the total rates indicated on Exhibit 1 to Appendix C attached hereto.

4. **ADJUSTMENTS TO PAYMENTS.**

4.1 County and Operator shall meet once every three (3) months, for the initial one-year term of this Agreement, beginning upon execution of the Agreement, to mutually agree to the adjustment of staffing levels subject to and conditioned upon the monthly average occupancy of the Emergency Shelter.

4.2 Any mutually agreed upon adjustment to staffing levels shall result in the corresponding adjustment to the required salaries as identified in this Appendix (C), and therefore result in an adjustment to the next monthly payment, by County, for basic services rendered to the Operator.

4.3 Operator agrees to apply funding that is specifically requested for Shelter Operation, if awarded, from the following sources, California Emergency Solutions and Housing (CESH) and Homeless Emergency Aid Program (HEAP), directly to the operations costs of the Access Center Emergency Shelter.

**EXHIBIT 1 TO APPENDIX C
TO PROFESSIONAL SERVICES AGREEMENT**

SALARY RATES

This is an exhibit attached to, and made a part of, the Agreement dated November 26, 2019 by and between **THE SALVATION ARMY**, hereinafter referred to as "**Operator**" and **STANISLAUS COUNTY**, hereinafter referred to as "**County**" providing for professional Operator services.

1. Staffing: Staffing shall be at a minimum of 36:1 staff to client ratio using a maximum 182 Emergency Shelter guest capacity.

Staffing shifts shall be as follows:

Shift 1: 3 Monitors, 2 Case Managers, Director, 1 Maintenance, 1 Janitor

Shift 2: 4 Monitors, 1 Case Manager, 1 Janitor, Deputy Director, 1 HMIS / Intake Coordinator

Shift 3: 4 Monitors, 1 Janitor

2. Salaries: Salaries are estimated, including taxes and benefits, as identified in number 1. above at a total of \$1,693,660.

3. County and Operator shall meet once every three (3) months, for the initial one-year term of this Agreement, beginning upon execution of the Agreement, to mutually agree to the adjustment of staffing levels subject to and conditioned upon the monthly average occupancy of the Emergency Shelter.

4. Any mutually agreed upon adjustment to staffing levels shall result in the corresponding adjustment to the required salaries as identified in this Appendix (C), and therefore result in an adjustment to the next monthly payment, by County, for basic services rendered to the Operator.

END OF APPENDIX C

**APPENDIX D
TO PROFESSIONAL SERVICES AGREEMENT**

INSURANCE

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated November 26, 2019, by and between **THE SALVATION ARMY**, hereinafter referred to as "**Operator**" and **STANISLAUS COUNTY**, hereinafter referred to as "**County**" providing for professional Operator services.

- A. **General Requirements.** Before commencing the performance of services under this Agreement, and at all other times this Agreement is effective, Operator must procure and maintain the following types of insurance with coverage limits complying, at a minimum, with the limits set forth below:

Type of Insurance	Limits (combined single)
Commercial General Liability	\$2,000,000
Business Automobile Liability	\$1,000,000
Professional Liability	\$2,000,000
Workers Compensation	Statutory Requirement

- B. **Commercial General Liability Insurance.** This policy must meet or exceed the requirements of ISO-CGL Form No. CG 00 01 11 85 or 88. The amount of insurance set forth above must be a combined single limit per occurrence for bodily injury, personal injury, and property damage for the policy coverage. The insurance must be on an "occurrence" not a "claims-made" basis.
- C. **Business Automobile Insurance.** Automobile coverage must be written on ISO Business Auto Coverage Form CA 00 01 06 92, including symbol 1 (Any Auto) and Endorsement CA 0025, or equivalent forms subject to the written approval of County.
- D. **Professional Liability Insurance (If Applicable).** Professional liability coverage will be on an "occurrence basis" if such coverage is available, or on a "claims made basis" if not available. When coverage is provided on a "claims made basis," Operator will continue to maintain the insurance in effect for a period of three (3) years after this Agreement expires or is terminated ("extended insurance"). Such extended insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement and will cover Operator for all claims made by County arising out of any errors or omissions of Operator or its officers, employees or agents during the time this Agreement was in effect.
- E. **Workers Compensation.** Operator must have a State of California approved policy form providing the statutory benefits required by law with employer's liability limits of no less than \$1,000,000 per accident for all covered losses, or Operator must provide evidence of an approved self-insurance program.
- F. **Additional Insureds.** Commercial General Liability Insurance policy must provide that County, its officials, officers, employees, agents and volunteers are "additional insureds" under the terms of the policy, and must provide that an act or omission of one of the insureds will not reduce or avoid coverage to the other insureds.
- G. **Deductibles and Self-Insured Retention.** Any deductibles or self-insured retentions applicable to the insurance policies required under this Agreement must be declared to and approved by County. In no event may any required insurance policy have a

deductible, self-insured retention or other similar policy provision in excess of \$5,000 without prior written approval by County in its sole discretion. At the option of County, either the insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County's additional insureds or Operator will procure a bond guaranteeing payment of any losses, damages, expenses, costs or settlements up to the amount of such deductibles or self-insured retentions.

- H. **Primary Insurance.** Each of the insurance policies maintained by Operator under this Agreement must state that such insurance will be deemed "primary" so that any insurance that may be carried by County will be deemed excess to that of Operator. This endorsement must be reflected on ISO Form No. CG 20 10 11 85 or 88, or equivalent form as determined by County.
- I. **Certificates of Insurance and Endorsements.** Prior to commencing any services under this Agreement, Operator must file with County certificates of insurance and endorsements evidencing the existence of all insurance required by this Agreement, along with such other evidence of insurance or copies of policies as may reasonably be required by County. These certificates of insurance and endorsements must be in a form approved by the County Counsel. Operator must maintain current certificates and endorsements on file with County during the term of this Agreement reflecting the existence of all required insurance. Each of the certificates must expressly provide that no material change in the policy, or termination thereof, will be effective except upon 30 days' prior written notice to County by certified mail, return receipt requested. The delivery to County of any certificates of insurance or endorsements that do not comply with the requirements of this Agreement will not waive County's right to require compliance.
- J. **Insurance Rating.** All insurance required to be maintained by Operator under this Agreement must be issued by companies licensed by or admitted to conduct insurance business in the State of California by the California Department of Insurance and must have a rating of A or better and Class VIII or better by the latest edition of A.M. Best's Key Rating Guide.
- K. **Aggregate Limits.** The aggregate limits for each insurance policy required under this Agreement must apply separately and solely to the services performed under this Agreement. If the required policies do not have an endorsement providing that the aggregate limit applies separately to the services being performed, or if defense costs are included in the aggregate limit, then the required aggregate limits must be increased to an amount satisfactory to County.
- L. **Waiver of Subrogation Rights.** Operator and each insurer providing any insurance required by this Agreement must waive all rights of subrogation against County, its officials, officers, employees, agents and volunteers, and each insurer must issue a certificate to County evidencing this waiver of subrogation rights.
- M. **Effect of Coverage.** The existence of the required insurance coverage under this Agreement shall not be deemed to satisfy or limit Operator's indemnity obligations under this Agreement. Operator acknowledges that the insurance coverage and policy limits set forth in this Agreement constitute the minimum coverage and policy limits required. Any insurance proceeds available to County in excess of the limits and coverage required by this Agreement, and which is applicable to a given loss, must be made available to County to compensate it for such losses.

END OF APPENDIX D

APPENDIX E
TO PROFESSIONAL SERVICES CONTRACT
POLICIES AND PROCEDURES MANUAL

This is an Appendix attached to, and made a part of and incorporated by reference to the Agreement dated November 26, 2019, by and between **THE SALVATION ARMY**, hereinafter referred to as "**Operator**" and the **STANISLAUS COUNTY**, hereinafter referred to as "**County**" providing for professional Operator services.

Operator shall implement and follow these Policies and Procedures in performing its Scope of Work as described in Appendix B to this Agreement:

I. Facility

Operator shall provide:

1. Functioning heating and ventilation system that maintains a comfortable temperature.
2. Physical premises and equipment that are maintained in a clean and sanitary condition, free of hazards and in good repair and that corrections are made within a reasonable time from notification of a problem.
3. A housekeeping and maintenance plan to ensure a safe, sanitary, clean and comfortable environment, and works diligently to prevent and eliminate insect and rodent infestations.
4. A clean, safe and well-maintained area to each client with as much privacy and personal space as possible.
5. Each client with a bed, clean linens and a personal closet/locker for storing and hanging clothes and other personal effects.
6. Procedures to provide for the sanitizing of all linens and sleeping surfaces
7. Showers, wash basins and toilets in proper operating condition for personal hygiene.
8. Clean towels, soap and toilet tissue shall be available to each client.
9. Adequate provision of the following services:
 - Removal of garbage
 - Pest control services (to be paid by County pursuant to the Facility Lease dated May 9, 2019).
 - Ensure that entrances, exits, steps and walkways are kept clear of garbage and other debris, and other hazards.

II. Health

Operator shall provide:

1. Shelter that has first aid equipment and supplies in case of a medical emergency available at all times.
2. Telephone access to all staff on duty.
3. Emergency telephone numbers posted conspicuously near the telephone.
4. At least one staff person on duty trained to provide first aid.
5. Prompt and appropriate responses to medical problems with guests and staff.
6. Established written protocols to guide staff actions and program services regarding injury and disease prevention within the shelter setting (incorporating medical questions related to other public health pests such as lice, scabies, and presence of cockroach allergies or asthma).
7. At a minimum, up-to-date statements on its policies regarding HIV/AIDS, mandatory implementation of universal precautions, and control of tuberculosis as per the Department of Public Health guidelines.
8. Regular training to staff so that they are knowledgeable about common physical and mental health problems of the homeless population and how to obtain needed and appropriate services.
9. A bed bug policy and agreement to inspect belongings and laundry as indicated.

III. Personnel

Operator shall provide:

1. Adequate on-site staff coverage is provided during all hours of shelter operation using a 36:1 staff to client ratio using a maximum 182 Emergency Shelter guest capacity.
2. Written personnel policies in effect, which also include a Code of Ethics for all shelter personnel.
3. A written job description for each job title and/or position type (paid or volunteer), which includes responsibilities and minimum qualifications.
4. Written policies for the selection of all paid personnel in conformance with the Equal Employment Opportunity Commissions guidelines and other employment laws.
5. No charge to clients for shelter or other services, nor collection of fees that would otherwise be the discretionary income of the client unless clearly posted and notification is made at the time of client intake.

6. Adequate, trained, on-site staff coverage during all hours the shelter is open to guests; staff (paid or volunteer) shall be trained in emergency evacuation, first aid procedures and CPR procedures, and receives on-going in-service training in counseling and de-escalation skills.
7. An organized method of selecting and training all volunteers and paid staff. Also, volunteers and paid staff shall have job descriptions and identifiable lines of authority.
8. All shelter staff with training in at least the following:
 - Emergency evacuation procedures;
 - Client confidentiality requirements;
 - Emergency procedures for medical, psychiatric, and other crisis situations;
 - First aid procedures;
 - Appropriate chains of authority or command within the shelter;
 - Referral procedures to relevant community resources;
 - Cultural competency; and
 - Shelter operational procedures.

IV. Day to Day Operations & Processes

Operator shall provide:

1. Humane care which preserves individual dignity.
2. A clean and secure environment with regulated access.
3. Clients screening and admittance into the facility per agreed upon criteria with Community System of Care (CSOC) and City of Modesto; the Housing First Approach will be the baseline of engagement into accessing the shelter.
4. Work closely with CSOC and the agencies located at the Access Center to ensure that individuals are connected to the coordinated entry system.
5. Rules, regulations and procedures of the shelter posted and read to individuals as needed to ensure client's understanding and acknowledgement.
6. Rules, regulations and procedures including the rights and responsibilities of shelter clients that include a grievance procedure for addressing potential violations of their rights.
7. Support and encouragement to clients to perform duties directly related to daily living activities within the shelter.
8. Proper storage for personal belongings.
9. Housing-focused, rapid exit strategies for those who are meeting eligibility for opportunities with community partners and Housing partners.

10. A daily log to record, at a minimum, all unusual or significant incidents at the shelter.
11. Close work with established community data systems for effective utilization in measuring performance, reporting, evaluation of services, system improvement and achievement of established goals.
12. Reserves the right to refuse service to clients found on the National Sexual Offender Registry. All shelter guests are required to pass a Sex Offender Registry check.

V. Service Approach and Philosophy

Operator shall operate the shelter with the following approaches and philosophies:

1. The most acute, highest need people are prioritized for shelter such as unsheltered individuals who are at greatest risk for severe health and safety consequences if not sheltered.
2. Safe and Appropriate Diversion - Diversion prevents homelessness for people seeking shelter by helping them identify immediate alternate housing arrangements or helps them stay where they are if safe and appropriate.
3. Diversion is problem-solving and solutions-focused - Diversion is NOT a separate "program" but rather part of the entire crisis response system • Diversion should always be safe and appropriate for the person or household seeking help.
4. Diversion should feel like a service, not like being turned away with no assistance.
5. Diversion happens through coordinated entry process and/or at shelter front door using Safe and Appropriate Diversion philosophy.
6. Engage people seeking shelter in a solutions-focused conversation and identify safe alternatives to shelter first, instead of immediately doing an intake into shelter.
7. Use a strength-based approach vs. a needs-based approach.
8. Assist in connecting to community resources to avoid a shelter stay.
9. Eliminate programmatic pre-requisites for entry into shelter, and engage housing providers to eliminate pre-requisites to permanent housing entry.
10. Implement Low-barrier admission policies that focus on helping individuals access and sustain permanent rental housing as quickly as possible.
11. Recognize that supportive services are voluntary.

January 29, 2024



Ms. Jeannie McKendry
Grants Development Section Chief
California Interagency Council on Homelessness
500 Capitol Mall
Sacramento, CA 95814

RE: Letter of Support for the City of Modesto's application for funding through the Encampment Resolution Funding Program (ERF-3-R)

Dear Jeannie McKendry:

The Stanislaus Community System of Care strongly supports the City of Modesto's request for the Encampment Resolution Funding Program (ERF) funding in the amount of \$5,845,513 to support the City's Camp2Home initiative in tackling homelessness with a focused approach on the prioritized encampment on Yosemite Blvd/State Route 132 through the following areas of focus: street outreach, shelter, and housing.

The growing number of people experiencing homelessness in Modesto and across Stanislaus County, prompted the community to think both critically and strategically about the needs of the homeless community, and the gaps in the current systems. This vital funding will offer the ability to create a comprehensive response to homelessness that offers an individual a clear path from homelessness to permanent housing.

The approach in Modesto is robust and innovative, offering the following:

- **Street Outreach:** Street outreach to assist eligible persons to access case management services, harm reduction services, crisis services, interim housing options, and permanent housing and support.
- **Interim Housing:** Interim housing options will be provided to the prioritized encampment residents based on demonstrated need that are well suited for eligible persons.
 - 10 interim housing units with wrap around services including case management, needs assessments, housing navigation to identify the most suitable permanent housing options.
 - 30 bed set-aside, with wrap around services including, case management and housing navigation to identify the most suitable permanent housing options.

- **Housing:** Housing-first modeled rental subsidy program intended to assist in removing barriers to accessing permanent housing. Participants served in this program will have the opportunity to access housing navigation, rental and utility assistance, move-in assistance, landlord incentives, case management, and additional services to facilitate the path to permanent housing.

In 2021, the City collaborated with the Stanislaus Community System of Care to prepare the [Regional Strategic Plan to Address Homelessness](#) as a comprehensive guiding document to help develop actionable plans improve access to services, increase availability of permanent housing, and improve coordination across the systems directed at reducing the number of people experiencing homelessness. The City's ERF proposal addresses key priorities of that plan including:

Goal 1: Increase availability of permanent housing.

Goal 2: Increase access to and availability of supportive services.

Goal 5: Increase pathways to essential services, and

Goal 6: Increase participation of people with lived experience.

Solutions to homelessness are not one-size-fits-all because each person is unique and their reasons for becoming homeless may vary significantly. The City's proposal respects these differences and meets people where they are, offering choice, personalized case management and support from the initial engagement and through their path to achieving permanent housing.

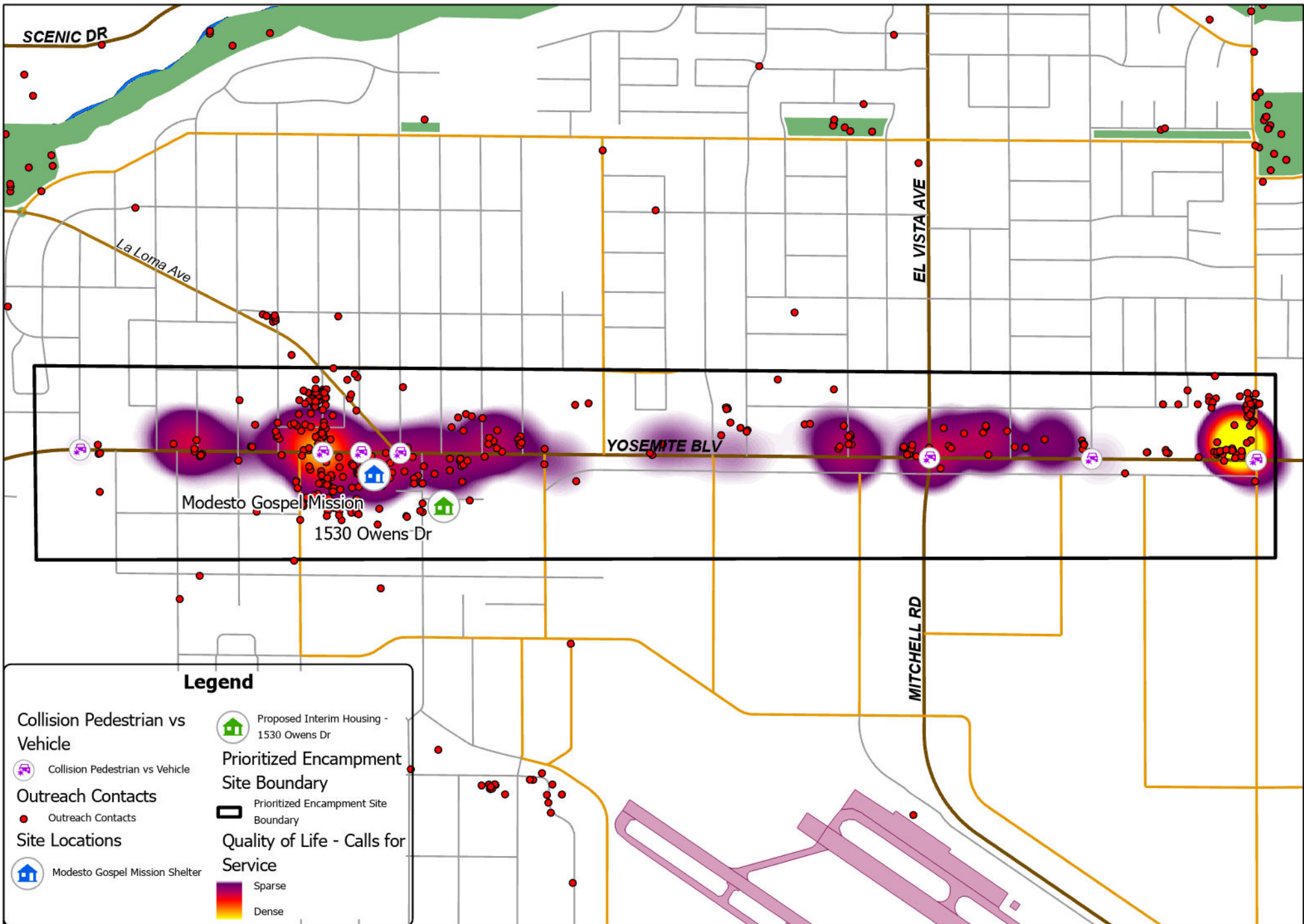
For these reasons, the Stanislaus Community System of Care is very pleased to submit this letter of support and strongly advocates for the City of Modesto's request for Encampment Resolution Funding in the amount of \$5,845,513 to support the Camp2Home initiative.

Sincerely,



Maryn Pitt

Chair, Stanislaus Community System of Care



Legend

- Collision Pedestrian vs Vehicle
- Outreach Contacts
- Site Locations
- Proposed Interim Housing - 1530 Owens Dr
- Prioritized Encampment Site Boundary
- Quality of Life - Calls for Service
- Modesto Gospel Mission Shelter
- Sparse
- Dense



Date: 1/29/2024

City of Modesto
State Right-of-Way Homeless Encampment Hotspot Map

