



Lake County Continuum of Care General Meeting Minutes

Date: September 3, 2026

Time: 3:00 P.M.

Meeting Location: Lake County Office of Education, 1152 S Main St, Lakeport, CA 95453
Hope Center, 3400 Emerson St, Clearlake, CA 95422

Virtual Meeting Information:

Join the meeting now

Meeting ID: 283 070 466 171

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Agenda Packet:

Please visit our website at www.lakecoc.org

Lake County Continuum of Care Vision Statement – The Lake County Continuum of Care is a coordinating group that aligns resources to facilitate solutions to end homelessness in Lake County.

Conflict of Interest Statement – In connection with any actual, possible, or perceived conflict of interest, an interested party must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the CoC Board.

1. Welcome

1.1 Vice Chair Caressa Smith welcomed attendees while Chair Bruno Sabatier was delayed. Chair Sabatier joined shortly thereafter and thanked Vice Chair Smith for facilitating.

2. Call to Order

2.1 Roll Call

General Meeting Attendance			
Voting Executive Committee Member	In Person	On TEAMS	Absent
Chair – Bruno Sabatier	X		
Vice Chair – Caressa Smith	X - HC		

Lived Experience Chair – Robert Sexton		X	
Lived Experience Youth Chair – Vacant			
HMIS/CES Chair – Heather Frawley	X		
Interfaith Chair – James Murdock	X		
Performance Review Chair – Doreen Gilmore	X		
Point in Time Chair – Shannon Kimbell-Auth	X		
Strategic Planning Chair – Ana Santana	X		
Government Official Chair – Brad Rasmussen			X
City of Clearlake Chair Governmental Chair– Mary Wilson	X - HC		
Public Housing Authority Chair – Rachael Parsons	X		
Secretary – Lucretia Lundy (non-voting)		X	
Executive Committee Administrative Entity – Melissa Kopf		X	
Quorum Met	Y		
American Red Cross			
Shannon Kimbell-Auth			
Gabriella Perez			
Board of Supervisors			
Supervisor – Brad Rasmussen			X
AHCL Coordinated Entry			
Heather Frawley	X		
Christina Dalto		X	
Community at Large			
Barbara Christwitze		X	
Julia Carrera			X
Carl Porter			X
George McKissick			X
Janet Taylor	X		
Tiffany Hall			X

Catholic Charities of Northwest California			
Matthew Vercheure		X	
City of Lakeport			
Dale Stoebe		X	
Department of Social Services			
Rachael Parsons	X		
Dena Eddings-Green			
Hope Center			
Caressa Smith	X		
Lake County Behavioral Health Services			
Elise Jones			X
Lake County Community Foundation			
Annette Kamaloni		X	
Lake County Department of Social Services			
Rachael Dillman-Parsons	X		
Dena Eddings-Green			
Lake County Health Services			
Leila Romero	X		
Lake County Office of Education			
Ana Santana	X		
Mendocino Community Health			
Ben Anderson	X		
Nation Finest			
Kate Mather			X
North Coast Opportunities			
Breanna Constancio			X
Probation			
Eva Lara		X	

Wendy Mondfrans			X
Project Restoration			
Ronni Duncan		X	
Redwood Community Services			
Kimbralee Guerra			X
Scott's Valley Band of Pomo Indians			
Carl Porter			X
Supporting Bright Futures			
Angelique Cole		X	
SWIM			
Kim Cole		X	
Woodland Community College			
Mary Wilson	X		
Veterans Affairs			
Diana Gutierrez		X	
Xamitin Haven			
Zenia Leyva-Chou			X

2.2 Attendance Review: Tabled until the next meeting.

2.3 Additions or Changes to the Agenda: None.

2.4 Approval of August 6, 2026, General Meeting Minutes:

2.4.1 Motion by Rachael Dillman-Parsons to approve August 6, 2026, minutes.

2.4.2 Second by Heather Frawley.

2.4.3 Vote: Approved; no opposition was stated.

3. Public Comments

3.1 Public comments and announcements were opened for up to three minutes each. No public comments were received.

4. Action Items

4.1 Voting Membership Changes / New Members and Officers

4.1.1 Lori Carter, Hilltop Recovery Center: Item tabled until the next meeting because the applicant was not present.

4.1.2 Secretary – Lucretia Lundy:

4.1.2.1 Lucretia Lundy had been nominated for Secretary at the prior meeting.

4.1.2.2 Motion by Heather Frawley to approve Lucretia Lundy as Secretary.

4.1.2.3 Second by Ana Santana.

4.1.2.4 Vote: Unanimously approved. September 3, 2026 was recognized as Lucretia Lundy's official start as Secretary.

5. Presentations

5.1 Equity Working Group – Jermaine Gregoire

- 5.1.1 Equity data comparing Lake County poverty, Point-in-Time Count, and service outcomes by race and ethnicity were presented. The discussion highlighted significant disparities, including high poverty among Black/African American households and disproportionate homelessness among American Indian/Alaska Native/Indigenous residents.
- 5.1.2 Members discussed trust, culturally responsive engagement, representation among housing navigators, and the need to better understand why some people disengage from services or return to homelessness.
- 5.1.3 The group discussed consistency between Census, PIT, and HMIS race/ethnicity categories and the need for careful data cleanup and interpretation.
- 5.1.4 The Equity Working Group requested additional education regarding existing CoC and shelter practices before making recommendations. A CoC 101 presentation was identified for a future agenda.

6. Committee Updates

6.1 HMIS/CES – Heather Frawley / Melissa Kopf

- 6.1.1 Apricot reporting was experiencing a technical problem that affected reporting and case conferencing; a support ticket had been escalated.
- 6.1.2 Discussion continued regarding coordinated entry data, case conferencing, housing outcomes, and the need to understand disengagement and re-engagement in services.

6.2 Interfaith – James Murdock

- 6.2.1 The \$1,000 Cycle of Care laundry-card check had not yet been received by the Lake County Community Foundation despite completed paperwork and reissuance efforts.
- 6.2.2 Interfaith membership was being reviewed. The committee is seeking additional members, including broader tribal and faith representation, and expects to report on membership by the end of Q4.

6.3 Performance Review – Doreen Gilmore

- 6.3.1 Funded projects reviewed by the Executive Committee in August were reported as approved. The next performance review is planned for November; a scheduling poll will be circulated in October.
- 6.3.2 The November review is expected to include client-data review and progress on previously established goals.

6.4 Point in Time Count – Shannon Kimbell-Auth

- 6.4.1 Planning for the next PIT Count will begin in October.
- 6.4.2 Shannon Kimbell-Auth announced a September 11 KPFZ interview regarding the approved PIT report and invited others to participate.
- 6.4.3 A request was made for the Equity Working Group to recommend appropriate race/ethnicity dropdown language/data categories.

7. Working Group Updates

7.1 Lived Experience Advisory Board – Robert Sexton

- 7.1.1 LEAB planned to participate in the September 19 Recovery Happens event at Austin Park in Clearlake.
- 7.1.2 LEAB reported community-event participation and raffle donations, and Robert Sexton shared personal/professional progress, including registration as a substance-abuse counselor and training with Lake County Behavioral Health.

7.2 Encampment Resolution Working Group – Bruno Sabatier

7.2.1 The Dignity Bus RFP closed August 26, 2026, and two proposals were received.

7.2.2 Catholic Charities continued moving through the permit process for Safe Parking, with a Planning Commission date expected by late September or early October. CoC members were encouraged to support the permit process.

8. Shelter Updates

8.1 Discussion: Chair Sabatier proposed creating an informal/ad hoc forum for shelter providers to communicate, share lessons, reduce duplicated work, and improve coordination around common client and operational issues.

8.2 Hope Center: Three beds were available; referrals should be made through Coordinated Entry/The HUB.

8.3 The NEST: One bed was reported available; no households were reported housed in the update.

8.4 Project Restoration: Reported at capacity and one person housed in July. The need for safe, affordable senior housing was noted.

8.5 Scotts Valley: Shelter remained unoccupied/not yet activated; follow-up was needed to clarify referral/activation status.

8.6 Supporting Bright Futures: Open beds were reported across locations for men and women; one room was available for a mother and child in Clearlake, and a new Lakeport women's house with capacity for 10 was expected to open the following Monday.

8.7 Xamitin Haven: Two female beds were reported available; three guests had moved to Supporting Bright Futures in July, along with one non-shelter guest.

8.8 Homeless Mortality / Community Remembrance: Members discussed recent deaths among people experiencing homelessness, including Diana Grey. A moment of silence was proposed, along with broader agency participation in remembrance. Caressa Smith requested a future presentation and discussion regarding a homeless mortality working group and prevention efforts.

9. Adjournment / Transition

9.1 The General Meeting concluded and transitioned to the Executive Committee Meeting at approximately 4:39 P.M., following the shelter and community discussion.



Lake County Continuum of Care Executive Committee Meeting

September 3, 2026

3:30 P.M.

Minutes

The Lake County Continuum of Care Executive Committee meets the first Thursday of each month, at 3:30 p.m. at 1152 S Main St, Lakeport, California, and Hope Center 3400 Emerson St, Clearlake, CA 95422.

Per the Brown Act, all Lake County Continuum of Care Executive Committee Voting Members are required to attend in person.

ExecutiveThe meeting room is wheelchair accessible. A request for a disability-related modification or accommodation necessary to participate in the Continuum of Care Executive Committee meeting should be made in writing to the Secretary of the Executive Committee at least 48 hours prior to the meeting.

For the Agenda Packet, please visit our website at www.lakecoc.org

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In connection with any actual, possible, or perceived conflict of interest, an interested party must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the CoC Board.

1. Call to Order / Roll Call

1.1 Chair Bruno Sabatier opened the Executive Committee portion after the General Meeting concluded.

Executive Committee Meeting Attendance			
Voting Executive Committee Member	In Person	On TEAMS	Absent

Chair – Bruno Sabatier	X		
Vice Chair – Caressa Smith	X - HC		
Lived Experience Chair – Robert Sexton			X
Lived Experience Youth Chair – Vacant			
HMIS/CES Chair – Heather Frawley	X		
Interfaith Chair – James Murdock	X		
Performance Review Chair – Doreen Gilmore	X		
Point in Time Chair – Shannon Kimbell-Auth	X		
Strategic Planning Chair – Ana Santana	X		
Government Official Chair – Brad Rasmussen			X
City of Clearlake Chair Governmental Chair– Mary Wilson	X - HC		
Public Housing Authority Chair – Rachael Dillman-Parsons			
Secretary – Lucretia Lundy (non-voting)		X	
Executive Committee Administrative Entity – Melissa Kopf		X	
Quorum Met	YES		

1.2 Quorum: Met.

1.3 Approval of August 6, 2026 Executive Committee Minutes:

1.3.1 Motion by Ana Santana.

1.3.2 Second by Rachael Dillman-Parsons.

1.3.3 Roll-call vote taken; Bruno Sabatier, yes. Caressa Smith, yes. Robert Sexton, yes. Heather Frawley, yes. James Murdock, yes. Doreen Gilmore, yes. Shannon Kimbell-Auth, yes. Ana Santana, yes. Chair– Mary Wilson, yes. Rachael Dillman-Parsons, yes. Motion passed.

1.4 Conflict of Interest: Members were reminded to recuse themselves when a specific contract involving their agency is under consideration.

2. Public Comments

2.1 No public comments were received.

3. Monthly Financial Review – Melissa Kopf

3.1 The financial spreadsheet had been updated since the agenda packet. Yellow cells continued to identify changes and red cells areas of concern.

3.2 Behavioral Health had recently met with HUD. A 2025 planning grant was expected for planning and miscellaneous services; the exact allocation was to be confirmed in the next report.

- 3.3 HHAP Round 3 Rapid Rehousing was reported fully expended after receipt of invoices. Prevention funding remained an area of concern.
- 3.4 NCO had begun spending down HHAP Round 4 funding, with the intent to proceed to HHAP Round 5.
- 3.5 Staff are working to improve contract language so that, when multiple funding rounds are included, deadlines clearly state how much funding must be expended and by what date.
- 3.6 Catholic Charities submitted invoices for Safe Parking and prevention.
- 3.7 A prior Tredwell/HMIS spreadsheet omission of approximately \$10,000 was identified as a spreadsheet correction, not a new payment obligation.

4. Executive Reports / Action Items

- 4.1 Requested Technical Assistance from HCD: Melissa Kopf reported that an email had been sent and no response had yet been received.

4.2 CES Assessment Changes:

- 4.2.1 Proposed changes would better align Adult, Transitional Age Youth, and Family assessments so scores are more comparable and easier to interpret.
- 4.2.2 Concerns were raised about multiple assessment versions, score variation, and the risk of people falling through the cracks.
- 4.2.3 Current and proposed assessments, including the rationale/changes, will be distributed to members and brought back for a more detailed Executive Committee discussion next month.

5. Dignity Bus RFP Recommendation

- 5.1 Two applicants were reviewed: SWIM and Scotts Valley.
- 5.2 Reported scoring:
 - 5.2.1 SWIM – average application score 73.8; interview score 31.8; total 105.6 of 140 points (73.43%).
 - 5.2.2 Scotts Valley – average application score 80.8; interview score 32.6; total 113.4 of 140 points (81%).
- 5.3 Committee members expressed substantial concerns that neither proposal adequately addressed the RFP's intended encampment focus, warming-shelter model, Housing First expectations, HMIS/CES requirements, bus sanitation, maintenance, cleaning, wastewater, transportation, and other operational needs.
- 5.4 Caressa Smith stated that neither applicant fully met the intended model: one proposal emphasized workforce development, while the other appeared more recovery/sobriety focused rather than Housing First.
- 5.5 Lucretia Lundy asked whether the CoC could purchase the bus and whether the CoC could operate it or contract with an agency/liaison to administer the program. The discussion confirmed that contracting with an agency to run the bus is an available approach. Lundy stated that the warming-shelter concept appeared achievable and offered to assist as a liaison if appropriate.
- 5.6 Direction / Next Steps:
 - 5.6.1 Contact HCD to determine whether an extension of the expenditure deadline is available.
 - 5.6.2 Send both applicants written requests for clarification addressing the specific deficiencies/concerns, including encampment outreach, warming-shelter operations, Housing First, target population/age, sanitation, hygiene, maintenance, and operational requirements.
 - 5.6.3 Allow approximately two weeks for clarification responses, then reconvene to determine whether an award can be made or whether the CoC should pivot to another eligible emergency-shelter use.
 - 5.6.4 No applicant was awarded the Dignity Bus contract during this meeting.

6. Contract Matters

6.1 Catholic Charities: The committee supported bringing back a contract amendment to extend the timeframe, subject to the Encampment Resolution Fund requirements. Formal approval will occur when the amendment is presented.

6.2 Grant Consultant Contract – Linda Hedstrom:

6.2.1 Questions were raised regarding deliverables, identification of grant opportunities, flexibility to pursue CoC-approved grants, expected outcomes, and clarification that the consultant would not have direct client contact or direct access to PHI/PII.

6.2.2 The discussion reflected an anticipated one-year contract extension at approximately \$25,000, with continued flexibility to pursue appropriate grant opportunities while avoiding competition with the lead agency.

6.2.3 Members discussed the need for clear, measurable contract deliverables and future succession planning.

7. Adjournment

7.1 The transcript recording ended during discussion of the grant consultant contract and does not contain a clearly formal adjournment time.

8. Adjournment: A formal adjournment time was not captured in the available meeting transcript.



[EXTERNAL] FOR REVIEW: CES Vulnerability Assessment methodology rational to address CES Structural Defects in original tools

From Frawley, Heather <FrawleHJ@ah.org>

Date Tue 9/22/2026 4:24 PM

To Bruno Sabatier <Bruno.Sabatier@lakecountycyca.gov>; Mary Wilsom <mwilson@yccd.edu>; Smith, Caressa <smithcb@ah.org>; Kimbell-Auth, Shannon <shannon.kimbellauth@redcross.org>; Shannon Kimbell-Auth <skimbellauth@icloud.com>; Murdock, James <murdockjt@ah.org>; Melissa Kopf <Melissa.Kopf@lakecountycyca.gov>; Ana Santana <asantana@lakecoecyca.org>; Doreen Gilmore <Doreengilmore59@gmail.com>; Robert Sexton <Robert.Sexton@lakecountycyca.gov>; Brad Rasmussen <Brad.Rasmussen@lakecountycyca.gov>

Cc haymerld@yahoo.com <haymerld@yahoo.com>

📎 1 attachment (134 KB)

CES-VA v3.4 files.zip;

Good afternoon, Executive Committee,

The methodology document contains the rationale, issues, and resolutions for all assessment changes. Below is the document's executive summary.

Executive Summary

The Lake County Continuum of Care has rebuilt its three Coordinated Entry System (CES) Vulnerability Assessments — Adult, Family, and Transitional Age Youth (TAY) — to address documented structural defects in the original tools. This document captures the methodology, rationale, and limitations of the v3.4 release.

What v3.4 includes

- Trauma-forward weighting that prevents long tenure from outscoring active life-safety threats.
- Hard-capped section scoring that prevents any single domain from dominating the prioritization total.
- Duplicate question removal, severity-laddered consolidation, and branched logic for previously contradictory items.
- Don't Know / Refused (DKR) response options on every scored item, scoring 0 points — HUD HMIS-aligned and trauma-informed.
- Lake County 2025 HCD Area Median Income (AMI) tier scoring that replaces the original binary income question with a 5-tier severity ladder.
- A dedicated Lake County Income Limits reference tab in each Excel file for operator use.
- NEW in v3.3: a standardized five-item Domestic Violence question block carried identically — same wording, same points — across all three assessments.
- NEW in v3.3: a common 130-point maximum score across all three assessments, with a common 36-point Victim of Violence / Exploitation cap.
- NEW in v3.4: a standardized two-item Sexual Assault question block carried identically across all three assessments, and a first tiebreaker based on the raw rather than the capped Violence score.

What this document does

This document captures the methodology behind every scoring decision. It is written for three audiences: (1) program managers and committee members evaluating the tools, (2) auditors from DHCS, HUD, and CalAIM funders, and (3) future iterations of this work as local outcome data becomes available.

*(*These tools are structurally sound. They are NOT yet empirically validated against Lake County outcome data. Validation is the 12–24 month roadmap, not a pre-deployment requirement.)*

Given the HMIS Committee's CES VA v3.4 approval on 8/18/2026, the assessments will be built and tested by a designated testing group before releasing the assessments for use with the public.

Warmly,

Heather J. Frawley

Heather J. Frawley, MHA | Program Manager | Integrated Care
Adventist Health Clearlake| 15090 Lakeshore Drive, Suite E | Clearlake, CA 95422
P 707-995-4412 | C 707-900-1307| AdventistHealth.org

 [Book time to meet with me](#)

Our life is like a garden. Our every thought, word & deeds are “The Seeds” that sooner or later bare Karmic fruit. Whether we harvest flowers or weeds depends on the quality of our actions.

By: David P. Bruce – Seeing a Higher Purpose

 [Book time to meet with me](#)

[ADVENTISTHEALTH:INTERNAL]

In response to the email provided on September 8, 2026, please find answers to the following questions:

Question #1 ***Describe an overview of the project. What are the most essential elements of the project, and why is it needed in Lake County?***

1. Project Overview

Solano Women in Medicine (SWIM) seeks funding through the CoC Encampment Resolution Funding Round 4 (ERF4) to operate a Dignity Bus Warming Shelter, a low-barrier, mobile warming and engagement center designed to provide immediate safety, warmth, and connection to services for individuals experiencing homelessness in Lake County. The Dignity bus will serve as an emergency night by night shelter operating from 8pm to 8am Monday through Sunday, from November 2026 through March 2027. The bus will offer a warm indoor environment, seating, necessities, referrals to housing and supportive services, and direct engagement from trained staff and outreach workers.

The most essential elements of the project include:

- **Safe overnight and daytime warming space** for unsheltered individuals during periods of extreme cold, rain, and hazardous weather.
- **Low-barrier access**, ensuring that individuals who may not enter traditional congregate shelters can still receive life-saving protection and support.
- **Street outreach and service linkage**, connecting participants to housing navigation, Coordinated Entry, healthcare, behavioral health services, substance use treatment, benefits enrollment, and other community resources.
- **Crisis intervention and prevention**, reducing the risk of weather-related illness, injury, hospitalization, and death among people living outdoors.
- **Dignity-centered engagement**, meeting individuals where they are and building trust that can ultimately lead to permanent housing placements and improved stability.

This project is critically needed in Lake County because the community continues to experience a significant shortage of emergency shelter beds, affordable housing options, and criminalization of being unhoused. Many individuals remain unsheltered throughout the year and are especially vulnerable during periods of extreme weather. Rural geography, transportation barriers, and dispersed encampments further limit access to existing services. As a result, many residents experiencing homelessness have few safe options for overnight shelter or protection from severe weather events. These encampments are

The Dignity Bus addresses these gaps by bringing services directly to those most at risk. By providing an immediate, accessible, and humane response, the project will help prevent exposure-related

emergencies, reduce avoidable use of emergency medical and law enforcement resources, and create a pathway for unsheltered residents to engage with the continuum of care. The project represents a practical and cost-effective strategy to improve community safety, advance housing outcomes, and ensure that every person experiencing homelessness in Lake County has access to warmth, dignity, and support while working toward permanent housing solutions.

Question #2 How will this project meet the requirements of the Request for Proposal Program Purpose and Structure, Services, and Amenities? What are the objective goals to meet these requirements?

2. Project Program Plan

The SWIM Dignity Bus Warming Shelter is designed to fully align with the Round 4 ERF Program Purpose by providing a low-barrier, safe, and dignified emergency response for individuals and families experiencing homelessness in Lake County. The project addresses immediate health and safety needs while creating meaningful pathways to housing and supportive services. The Dignity Bus fills a critical gap in the local homeless response system by offering a flexible, mobile sheltering option that can reach unsheltered individuals who may not access traditional emergency shelters due to transportation barriers, geographic isolation, disability, behavioral health challenges, or personal circumstances.

a. Program Purpose and Structure

The project will operate as a low-barrier warming shelter and engagement hub that prioritizes encampments, participant safety, accessibility, and connection to the Continuum of Care system. SWIM staff will provide trauma-informed, person-centered services that focus on building trust and reducing barriers to housing and support services. The Dignity Bus will coordinate with local outreach teams, service providers, healthcare organizations, behavioral health agencies, and the Coordinated Entry System to ensure participants receive comprehensive assistance.

Key program elements include:

- Provide a safe, fenced-in, accessible place for Dignity Bus to be stationed.
- Local requirements to ensure land use is permitted, including, but not limited to addressing environmental concerns.
- Coordination with Lake County's Continuum of Care on Bus purchase and amenities for the bus.
- Assign or hire adequate staff to meet all requirements.

b. Essential Services and Amenities

- Restroom and washing facilities – located in the bus.

- Locate black and grey water dump sites.
- Utilities-electric hook up – on site
- Laundry facilities for daily cleaning of bed linens - explore the option of having in bus.
- Safe space for pets.
- Provide food resources.
- Trash collection and daily sanitation discharge for septic tank waste.

c. Community Services Connections

- Enhanced Case Management (ECM) client services without DOB
- Healthcare referrals
- Housing navigation
- Housing referrals to appropriate programs
- In person, client centered, peer support services
- Financial improvement services

d. Program Management

- Develop a safety plan to include emergency response systems and fire safety planning in collaboration with the Northshore Fire Protection District Station 85 in Nice, CA.
- Ensure Safety and security staff on site during shelter operations overnight
- Develop clear rules and regulations to be provided to participants, ensuring effective communications and enforced by SWIM staff
- Coordination with Lake County's Continuum of Care on obtaining proper insurance for Bus.
- Manage hygiene, trash disposal and water facilitation
- Data collection and participation in HMIS, as appropriate, to track outcomes and improve service delivery, while ensuring participant confidentiality and records security
- CES/HUB Collaboration and attend meetings
- Manage county use permits

SWIM actively participates in the Lake County Community HUB case management meetings, and as a member of the Lake County Continuum of Care (LCOC), SWIM will continue to attend meetings to collaborate and coordinate efforts to help our communities most vulnerable, including but not limited to, those suffering from homelessness. In addition to the performance measures listed in a-j in the RFP and the performance review documents located on the LCOC website, SWIM will utilize the Housing First Assessment Tool for internal quality assurance, monitoring and program evaluation, ensuring low-barrier and equitable applicant access.

Question #5 *Describe how the project plans to meet the expectations of the community for clients. Please include the rules and regulations for the proposed project.*

5. Community Expectations

The SWIM Dignity Bus Warming Shelter is designed to meet community expectations by providing a safe, respectful, accountable, and housing-focused environment for individuals experiencing homelessness in Lake County. The project emphasizes personal responsibility, voluntary engagement, and progressive steps toward housing stability through a structured approach that encourages participants to move from crisis stabilization to permanent housing.

Community members, service providers, and local stakeholders consistently identify the need for programs that provide immediate safety while promoting self-sufficiency, accountability, and positive community outcomes. The Dignity Bus addresses these expectations by:

- Providing a safe, supervised, low-barrier shelter option during extreme weather conditions.
- Reducing the risks associated with unsheltered homelessness, including exposure, health emergencies, and public safety concerns.
- Connecting participants with housing, healthcare, employment, and recovery resources.
- Encouraging active participation in individualized service plans.
- Supporting participants in achieving long-term housing stability and community integration.
- Coordinating closely with the Community Hub, Coordinated Entry System (CES), and local service providers to maximize available resources and avoid duplication of services.

a. Program Rules and Regulations

The Dignity Bus Warming Shelter will maintain a safe, respectful, and trauma-informed environment through the following program guidelines:

1. Participants must treat staff, volunteers, and other participants with dignity and respect.
2. Violence, threats, harassment, discrimination, or abusive behavior will not be tolerated.
3. Weapons are prohibited on the bus or within program areas.
4. Participants must follow reasonable health and safety instructions provided by staff.
5. Drug/alcohol use, smoking, vaping, and use of open flames are prohibited inside the bus.
6. Participants are expected to maintain cleanliness and help preserve a safe environment.
7. Personal information and participant confidentiality will be protected in accordance with applicable laws and regulations.
8. Participation in supportive services is voluntary; however, active engagement is encouraged.
9. Staff will utilize trauma-informed de-escalation practices whenever behavioral concerns arise.

10. Individuals will not be denied emergency warming services solely because of barriers commonly associated with homelessness, consistent with the project's low-barrier approach and applicable funding requirements.

Through the implementation of the rules and regulations, clear program expectations, and strong community partnerships, SWIM will provide a structured pathway from emergency shelter to stabilization and permanent housing, while meeting community expectations for safety, accountability, engagement, and positive outcomes for Lake County residents experiencing homelessness.

Question #8 Describe how the key activities of the project will be aligned with Housing First principles. What guidelines/services will the project promote to clients?

8. Housing First Principals

The SWIM Dignity Bus will operate using a Housing First approach that prioritizes immediate access to shelter, safety, and permanent housing opportunities without unnecessary barriers or preconditions. The project recognizes that individuals experiencing homelessness are more likely to achieve stability when their basic needs for safety and shelter are met first, and when services are offered in an incentivized, voluntary, client-centered manner.

SWIM's Housing First model is designed to engage participants where they are, respect personal choice, reduce barriers to service access, and connect individuals to permanent housing as quickly as possible. Through the SWIM Dignity Bus Program, participants will be supported in moving from crisis stabilization to long-term housing while maintaining dignity, autonomy, and self-determination.

The project will align with Housing First principles in the following ways:

a. Low-Barrier Access

Individuals will not be required to demonstrate sobriety, employment, income, program participation, treatment compliance, or service readiness before accessing emergency warming shelter services. SWIM will remove barriers that commonly prevent vulnerable populations from entering shelter and engaging with housing services.

b. Client Choice and Self-Determination

Participants will be encouraged, but not required, to engage in supportive services. SWIM will respect each participant's goals, preferences, cultural background, and readiness for change.

c. Housing-Focused Case Management

SWIM will encourage a driven, problem-solving approach in the development of individual care plans, including education on how to avoid risky behaviors, and connect individuals to evidence-based treatment if the individual chooses. Every participant will be engaged in housing-focused conversations and offered assistance in identifying pathways to permanent housing.

d. Service Integration and Coordination

SWIM will coordinate with the Lake County Community Hub, CES, healthcare providers, behavioral health agencies, tribal organizations, veterans' services, and other community partners to ensure participants have access to comprehensive services that support successful housing placement and retention.

**AGREEMENT BETWEEN THE COUNTY OF LAKE, THROUGH
LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS ADMINISTRATIVE ENTITY
FOR THE
LAKE COUNTY CONTINUUM OF CARE, AND
LAKE COUNTY COMMUNITY FOUNDATION
FOR VETERAN HOUSING PREDEVELOPMENT SERVICES**

This Agreement is made and entered into by and between the County of Lake, whose Department of Behavioral Health Services serves as the Administrative Entity for the Lake County Continuum of Care, hereinafter referred to as "County," and Lake County Community Foundation, a 501(c)(3) Nonprofit Organization, serving as fiscal agent for the Lake County Continuum of Care, hereinafter referred to as "Contractor." County and Contractor may each be referred to as a "Party" and collectively as the "Parties."

WHEREAS, Lake County Behavioral Health Services ("LCBHS") serves as the lead administrative entity for the Lake County Continuum of Care ("LCCoC"); and

WHEREAS, Lake County Community Foundation serves as fiscal agent for the Lake County Continuum of Care; and

WHEREAS, Lake County continues to experience a shortage of affordable and supportive housing, including housing for veterans experiencing homelessness or at risk of homelessness; and

WHEREAS, on May 7, 2026, the Lake County Continuum of Care Executive Committee approved the allocation of Fifteen Thousand Dollars (\$15,000.00) to Lake County Community Foundation for predevelopment activities supporting a proposed Homekey+ veteran housing project in Lucerne, California; and

WHEREAS, the allocated funding will support activities necessary to advance the proposed project toward Homekey+ application readiness, including a professional property appraisal and other approved predevelopment activities; and

WHEREAS, the proposed project is intended to follow a Housing First approach and coordinate, as appropriate, with veteran-serving, healthcare, managed care, housing, and community partners; and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. SERVICES. Subject to the terms and conditions of this Agreement, Contractor shall perform the services and provide the deliverables described in Exhibit A, "Scope of Services." In the event of a conflict or inconsistency, the order of precedence shall be: (1) this Agreement; (2) Exhibit C, Compliance Provisions; (3) Exhibit B, Fiscal Provisions and Approved Budget; and (4) Exhibit A, Scope of Services.

2. TERM. This Agreement shall commence on the date of the last signature below (the "Effective Date") and shall terminate on **June 30th, 2028**, unless earlier terminated in accordance with this

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Agreement. No cost incurred before the Effective Date is reimbursable unless expressly authorized in a written amendment executed by the Parties.

3. COMPENSATION. Compensation to Contractor shall not exceed Fifteen Thousand Dollars (\$15,000.00). County shall reimburse Contractor only for actual, reasonable, necessary, allowable, and adequately documented costs incurred in performing Exhibit A, within the approved line-item budget in Exhibit B, and only while Contractor is not in default under this Agreement.

4. TERMINATION AND SUSPENSION.

Notwithstanding any other provision in this Agreement, this Agreement may be terminated by mutual consent of the parties or by County upon 30 days written notice to Contractor. In the event of non-appropriation of funds for the services provided under this Agreement, County may terminate this Agreement, without termination charge or other liability.

In addition to any other remedies available under this Agreement or applicable law, County may, at its sole discretion, take one or more of the following actions in response to Contractor's noncompliance with or breach of this Agreement:

- a. Require Contractor to submit and implement a corrective action plan (CAP);
- b. Require additional training, supervision, or technical assistance;
- c. Suspend referrals or authorization of services;
- d. Withhold, delay, or deny payment for services;
- e. Disallow costs and recoup funds previously paid to Contractor and not used for services specifically outlined in Exhibit A of this Agreement; and/or
- f. Terminate this Agreement upon fifteen (15) days written notice to Contractor.

The exercise of any of the above remedies shall not preclude County from exercising any other rights or remedies available under this Agreement or at law.

Upon termination, Contractor shall be paid a prorated amount for the services provided up to the date of termination. Within thirty (30) days of the effective date of termination, Contractor shall:

- a. Submit all financial documents for the effective period of this Agreement, including but not limited to, invoices, canceled checks, bookkeeping records, financial ledgers, and bank records;
- b. Return any payments received that are above and beyond said prorated amount based on the results of an audit by County of said financial documents.

5. MODIFICATION. This Agreement may be modified only by a written amendment executed by authorized representatives of both Parties. Nonmaterial administrative changes to the schedule or

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deliverable format that do not increase compensation, change the project purpose, or alter material obligations may be approved in writing by the LCBHS Director or designee.

6. NOTICES. All notices required under this Agreement shall be in writing and delivered personally, by nationally recognized overnight carrier, or by certified U.S. mail, return receipt requested, to the following addresses, unless changed by written notice:

COUNTY OF LAKE

Lake County Behavioral Health Services
P.O. Box 1024
6302 Thirteenth Avenue
Lucerne, CA 95458-1024
Attn: Elise Jones
Behavioral Health Services Director

CONTRACTOR

Lake County Community Foundation
PO Box 414
15653 Armstrong Street
Middletown, CA 95461
Attn: Annette Kamaloni
Executive Director

7. EXHIBITS. The following exhibits are attached and incorporated by reference: Exhibit A - Scope of Services; Exhibit B - Fiscal Provisions and Approved Budget; and Exhibit C - Compliance Provisions.

8. APPLICABLE REQUIREMENTS. Contractor shall comply with this Agreement, all conditions of the funding source identified in Exhibit B, all applicable federal, state, and local laws and regulations, applicable LCCoC policies provided by County, and all written compliance directions issued by County that are consistent with the funding source and this Agreement.

9. INTEGRATION. This Agreement and its exhibits constitute the entire agreement between the Parties regarding the subject matter and supersede prior oral or written discussions and understandings.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates written below.

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COUNTY OF LAKE

**LAKE COUNTY COMMUNITY
FOUNDATION**

Elise Jones

Title: Director

Date: _____

Annette Kamaloni

Title: **Executive Director**

Date: _____

APPROVED AS TO FORM:

County Counsel

By: _____

Date: September 16, 2026

ATTEST:

Clerk of the Board / Authorized Attesting
Officer

By: _____

Date: _____

LAKE COUNTY CONTINUUM OF CARE

Bruno Sabatier, Chair

Date

Lake County Continuum of Care

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EXHIBIT A - SCOPE OF SERVICES

1. PROJECT PURPOSE Contractor shall use the funds solely to advance predevelopment readiness for a proposed permanent supportive housing project for veterans in Lucerne, California, including activities necessary to support a potential Homekey+ funding application. The purpose of the funding is to obtain necessary predevelopment information, including a professional property appraisal, evaluate project feasibility, identify development constraints, prepare preliminary plans, and position the project to pursue future capital and operating funding. To the extent the project is intended to pursue Homekey+ funding, planning shall be consistent with the then-current Homekey+ eligibility requirements, including applicable requirements concerning veteran households, homelessness or risk of homelessness, behavioral health challenges, supportive housing, and other target-population requirements.

2. CONTRACTOR RESPONSIBILITIES.

- 2.1 Fiscal Agent and Project Administration.** Contractor, in its capacity as fiscal agent, shall administer the allocated funding and procure, contract with, coordinate, and/or pay qualified consultants and vendors as necessary to complete the approved predevelopment activities and deliverables described in this Exhibit. Contractor shall manage applicable schedules, documentation, and costs necessary to complete the required deliverables within the Agreement term.
- 2.2 Preliminary Architectural and Site Planning.** Obtain preliminary architectural consultation and prepare conceptual site design materials addressing site layout, anticipated unit configuration, accessibility, parking, utilities, circulation, and other basic site-planning considerations.
- 2.3 Site Feasibility, Appraisal, and Due Diligence.** Obtain a professional appraisal of the proposed property and conduct other appropriate site feasibility and due diligence activities, including review of available property information, site conditions, utility availability, access, and other factors that may materially affect project feasibility or readiness for a Homekey+ funding application. Contractor shall obtain documented authorization from the property owner before entering the property or ordering site-specific work. The appraisal shall be prepared by an independent California-licensed or certified appraiser qualified for the applicable property type and shall comply with applicable professional appraisal standards.
- 2.4 Environmental Review and Preliminary Assessments.** Complete preliminary environmental due diligence and records review sufficient to identify known or reasonably apparent environmental conditions and additional studies that may be required. Work under this section does not constitute formal clearance under CEQA, NEPA, or 24 CFR Part 58 unless expressly stated in writing by the responsible public agency.
- 2.5 Zoning and Land Use Analysis.** Review zoning, general plan and land-use compatibility, anticipated permitting and entitlement requirements, development standards, and known regulatory constraints. Contractor shall not represent that County funding constitutes planning approval, a land-use entitlement, or a commitment to approve the proposed project.
- 2.6 Project Coordination and Development Planning.** Coordinate the predevelopment process, maintain a project schedule, convene planning meetings, document decisions and risks, and

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develop a practical strategy for subsequent funding, site control, design, environmental review, permitting, development, and operations.

- 2.7 Funding Readiness.** Organize the completed predevelopment materials to support project funding readiness, including preparation for a potential Homekey+ application. Separate application-writing costs are reimbursable only to the extent they are included within an approved Exhibit B category and directly related to the contracted deliverables. Contractor shall coordinate with County regarding any required Homekey+ pre-application consultation. Contractor shall not submit a Homekey+ application, identify County or LCCoC as an applicant or co-applicant, commit County or LCCoC funds or property, or make representations or certifications on behalf of County or LCCoC without prior written authorization from County.
- 2.8 Partner Coordination.** Make reasonable efforts to coordinate project planning with appropriate veteran-serving and community partners, which may include the U.S. Department of Veterans Affairs, Nations Finest, Adventist Health, Medi-Cal managed care plans, housing and service providers, and other entities relevant to future supportive housing operations. Contractor shall not bind any partner or represent that a partnership is final without written evidence.
- 2.9 Housing First and System Alignment.** Plan the proposed project consistent with Housing First principles, fair housing, accessibility, trauma-informed and culturally responsive practices, and future referral coordination through the local homeless response system and veteran-specific resources, to the extent applicable to the eventual project design and funding requirements.
- 2.10 Qualified Professionals.** Ensure that architectural, engineering, environmental, legal, planning, or other regulated professional work is performed or supervised by appropriately qualified and licensed persons. Contractor remains fully responsible for all consultant work and compliance with this Agreement.
- 2.11 No Choice-Limiting Actions.** Contractor shall not use these funds for acquisition, leasing with an option to purchase, demolition, rehabilitation, construction, or any other action that could limit reasonable project alternatives before required environmental review and written public-agency authorization are complete, when applicable.
- 2.12 Public Communications.** Obtain County approval before issuing a press release that identifies County or LCCoC funding. Public-facing materials substantially funded under this Agreement shall acknowledge LCCoC support in a form approved by County.

3. REQUIRED DELIVERABLES AND PERFORMANCE MEASURES.

Deliverable	Minimum Content	Due Date	Acceptance Measure
Monthly Progress and Expenditure Report	Work completed; consultant activity; expenditures by budget category; schedule status; risks, barriers, decisions needed, and next steps.	With each invoice; no report required in a month with no activity unless requested.	Complete, internally consistent, and supported by invoice documentation.

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Deliverable	Minimum Content	Due Date	Acceptance Measure
Property Appraisal and Site Feasibility/Due Diligence Package	Completed professional property appraisal; property/site description; available site-control or owner-authorization documentation; utility and access information; known constraints; feasibility findings; and recommended next steps.	Property appraisal as soon as practicable following Agreement execution and prior to the applicable Homekey+ application deadline. Remaining materials by Agreement expiration.	Completed appraisal and supporting information sufficient to advance the proposed project toward Homekey+ application readiness and identify material site-feasibility issues.
Environmental Preliminary Assessment Package	Records reviewed; site observations or consultant findings; identified conditions; recommended additional studies or agency review.	By Agreement expiration.	Sufficient to identify known preliminary environmental risks and next steps; clearly states limitations.
Zoning and Land Use Memorandum	Applicable zoning/general plan designations; use compatibility; development standards; anticipated permits/entitlements; constraints and recommended agency coordination.	By Agreement expiration.	Provides a clear preliminary entitlement and regulatory pathway without representing approval.
Preliminary Architectural and Site Planning Package	Conceptual site plan; anticipated unit/site configuration; accessibility considerations; parking/circulation; utilities; major assumptions and constraints.	By Agreement expiration.	Coherent conceptual package suitable for preliminary funding and agency discussions.
Development Planning and Funding Readiness Summary	Project schedule; key partners; development strategy; risk register; preliminary next-step budget; list of materials available or still needed for future applications, including Homekey+ if pursued.	With final report.	Demonstrates readiness status, remaining gaps, responsible parties, and next actions.

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Deliverable	Minimum Content	Due Date	Acceptance Measure
Final Predevelopment Report	Executive summary compiling all deliverables, expenditures, outcomes, unresolved risks, and recommendation to proceed, revise, pause, or discontinue.	Within fifteen (15) calendar days after completion of work and no later than the final invoice deadline.	County accepts report as complete and consistent with Exhibit A and Exhibit B.

4. COUNTY RESPONSIBILITIES.

- 4.1** Designate a contract manager and provide reasonable coordination regarding LCCoC expectations, invoice review, and deliverable acceptance.
- 4.2** Review submitted invoices and deliverables and provide approval, requested correction, or written explanation of a dispute within a reasonable period.
- 4.3** County is not responsible for obtaining site control, selecting or managing Contractor consultants, providing land-use or environmental approval, or securing future capital, operating, rental-assistance, or service funding.

5. REPORTING AND MEETINGS.

- 5.1** Contractor shall submit the reports identified in Section 3 and any additional information reasonably required for County, LCCoC, funding-source, audit, or public-reporting obligations.
- 5.2** Contractor shall participate in reasonable status meetings and, upon request, provide one presentation to LCCoC describing progress, findings, expenditures, and next steps.
- 5.3** No client-level HMIS, Coordinated Entry, or protected health information reporting is required under this predevelopment-only Agreement. Contractor shall not collect or disclose client-level information under this Agreement unless separately authorized in writing and supported by all required privacy agreements.

5.4 Contractor agrees to provide County with any reports which may be required by County, state or federal agencies, or applicable funding sources for compliance with this Agreement.

6. RECORDS RETENTION. Contractor shall prepare, maintain, and make available upon request all financial, procurement, consultant, property authorization, work-product, and performance records related to this Agreement for at least five (5) years after final payment, or longer if required by the funding source, an audit, litigation, or written County direction.

7. DELIVERABLE REVIEW AND CORRECTION. County may accept a deliverable, conditionally accept it subject to minor correction, or reject it with written reasons. Contractor shall correct material deficiencies at no additional cost within ten (10) business days or another period approved in writing. Acceptance does not waive latent defects, audit findings, or compliance obligations.

8. KEY PERSONNEL AND CONSULTANTS. Contractor shall identify the person responsible for overall project management and provide County with consultant names, roles, licenses when

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applicable, scopes, and amounts upon request. Contractor shall notify County promptly of material staffing or consultant changes that could affect cost, schedule, or deliverables.

9. PROJECT SCHEDULE.

Within ten (10) business days after the Effective Date, Contractor shall submit a detailed project schedule showing planned start and completion dates for each deliverable. The final completion deadline shall not extend beyond June 30th, 2028 without a written amendment. The project schedule shall prioritize completion of the property appraisal in sufficient time to support the applicable Homekey+ application requirements and deadlines.

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EXHIBIT B - FISCAL PROVISIONS AND APPROVED BUDGET

1. MAXIMUM COMPENSATION AND FUNDING SOURCE.

The maximum amount payable under this Agreement is Fifteen Thousand Dollars (\$15,000.00). The funding source is the **Homeless Housing, Assistance and Prevention Program Round 5 (“HHAP-5”), Lake County Continuum of Care allocation**, pursuant to the applicable HCD award and the most recently approved HHAP-5 funding plan and any approved budget modifications. Contractor acknowledges that reimbursement is contingent upon the continued availability, allowability, and appropriation of HHAP-5 funds and compliance with all applicable HHAP-5 requirements.

2. REIMBURSEMENT BASIS. Payment shall be made in arrears for actual eligible costs incurred after the Effective Date. Contractor shall not earn or receive a fixed fee, profit, contingency, or unbudgeted administrative charge. County is not obligated to reimburse costs that are undocumented, unreasonable, outside the approved scope or budget, incurred before the Effective Date or after expiration, duplicatively funded, or prohibited by the funding source.

3. SEPARATE FINANCIAL RECORDS. Contractor shall account for Agreement funds separately in its general ledger or through a distinct project code and shall maintain records in accordance with generally accepted accounting principles and applicable grant requirements. Records must permit tracing each invoiced cost to the approved budget, supporting source document, payee, payment, and deliverable.

4. INVOICES.

4.1 Contractor may submit invoices monthly and shall submit invoices no later than the fifteenth (15th) working day of the month following the month in which the cost was incurred, unless County approves another schedule in writing.

4.2 Invoices and supporting documents shall be securely submitted through the LCBHS Fiscal Invoicing portal: <https://filetransfer.co.lake.ca.us/filedrop/BHFiscalInvoicing>, or another method designated in writing by County.

4.3 Each invoice shall include: Contractor name; Agreement number; invoice number and date; service period; amount previously invoiced and paid; current amount by Exhibit B category; cumulative amount by category; remaining balance; a brief description of work tied to Exhibit A deliverables; and certification by an authorized Contractor representative.

4.4 Supporting documentation shall include, as applicable, consultant or vendor invoices, receipts, proof of payment, time records, contracts or purchase orders, procurement or price-reasonableness documentation, and the required progress and expenditure report. County may request additional documentation before payment.

4.5 Contractor shall not invoice for unpaid obligations unless County gives written approval and the underlying invoice is due and payable. If County reimburses an approved unpaid obligation, Contractor shall provide proof of payment within thirty (30) days after receiving County payment.

5. PAYMENT. County shall pay an approved, undisputed invoice within twenty (20) business days after receipt of a complete invoice and all required supporting documentation. County may withhold

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disputed or unsupported amounts while paying undisputed amounts. Payment does not constitute final acceptance or waive audit and recoupment rights.

6. BUDGET CONTROL.

- 6.1** Contractor shall not exceed any approved budget category or transfer costs among categories without advance written approval.
- 6.2** The LCBHS Director or designee may approve a transfer among approved categories of up to ten percent (10%) of the total Agreement amount, provided the transfer does not increase total compensation, add an unapproved type of cost, reduce a required deliverable, or conflict with funding-source requirements. Any larger or material change requires a formal amendment.
- 6.3** Preparation of future funding-application materials is not a separate budget category. Such costs are eligible only when they are part of and supported within an approved category below and directly advance the Exhibit A deliverables.

7. DISALLOWED COSTS. Disallowed costs include, without limitation: property acquisition; construction, rehabilitation, demolition, furnishings, equipment, or operations; direct client assistance or supportive services; alcohol; entertainment; fines and penalties; bad debt; fundraising; political or lobbying activity; donations; costs reimbursed from another source; undocumented cash payments; related-party costs not disclosed and shown to be reasonable; and any cost prohibited by law, this Agreement, or the funding source. Agreement funds shall not be used to supplant existing local funds or other grant funds already committed to the same activity, including Encampment Resolution Funding, except as expressly permitted by HHAP-5 requirements and approved in writing by County.

8. NO DUPLICATE REIMBURSEMENT. Contractor shall disclose all other public or private funding used for the same activities and shall ensure no cost is charged to more than one funding source. If a cost is later reimbursed by another source, Contractor shall notify County and repay the duplicate amount within thirty (30) days.

9. AUDIT EXCEPTIONS AND RECOUPMENT. Contractor shall repay any overpayment, disallowed cost, unsupported cost, duplicate reimbursement, or audit exception within thirty (30) days after written demand, or enter into another written repayment arrangement approved by County. County may offset amounts owed against other payments to Contractor to the extent permitted by law and applicable agreements.

10. FINAL INVOICE. Contractor shall submit its final invoice and final report no later than **May 31, 2028**, or within fifteen (15) calendar days following earlier termination, whichever occurs first. County shall not be obligated to reimburse any invoice submitted after the applicable deadline, and in no event shall County be required to make payment after the applicable HHAP-5 expenditure deadline.

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11. APPROVED BUDGET.

The Approved Budget above constitutes the final negotiated budget for this Agreement and supersedes any preliminary budget or cost breakdown contained in Contractor's funding proposal or other pre-contract materials. Reimbursement is limited to the categories and maximum amounts stated above.

Budget Category	Description	Maximum Amount
Preliminary Architectural and Site Planning	Conceptual site design, site layout, unit configuration, accessibility planning, parking, utility planning, and preliminary architectural consultation.	\$8,000.00
Property Appraisal & Site Feasibility/Due Diligence	Professional real property appraisal, property research, site evaluation, utility verification, and related feasibility and due diligence activities.	\$2,500.00
Environmental Review and Preliminary Assessments	Environmental due diligence, records review, and preliminary site assessments.	\$2,000.00
Zoning and Land Use Analysis	Review of zoning requirements, permitting considerations, land-use compatibility, and regulatory requirements.	\$1,500.00
Project Coordination and Development Planning	Partner coordination, project planning meetings, development strategy, and predevelopment management activities.	\$1,000.00
TOTAL		\$15,000.00

12. FUNDING AVAILABILITY. County makes no representation that additional funding will be available for this project. Contractor shall not incur obligations in reliance on future County, LCCoC, Homekey+, state, federal, or other funding unless and until a separate written award or agreement is fully executed.

13. CONTRACTOR'S FINANCIAL RECORDS. Contractor shall keep and maintain all financial records for funds received hereunder, separate from any other funds administered by Contractor, and maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles. **Contractor shall produce said financial records within fifteen (15) days upon receipt of a written request by the County.**

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EXHIBIT C - COMPLIANCE PROVISIONS

1. INDEPENDENT CONTRACTOR. Contractor is an independent contractor and not an officer, employee, agent, partner, or joint venturer of County or LCCoC. Contractor has no authority to bind County. Contractor is solely responsible for its personnel, consultants, taxes, benefits, supervision, methods, and means of performance.

2. STANDARD OF CARE; LICENSES AND PERMITS. Contractor represents that it and its consultants are qualified to perform the work and shall perform with the skill and care ordinarily exercised by similarly situated professionals. Contractor shall obtain and maintain all licenses, certifications, permissions, and permits required for its work. County review or acceptance does not relieve Contractor or a licensed professional of responsibility for professional judgments or errors.

3. CONFLICTS OF INTEREST AND RELATED-PARTY TRANSACTIONS.

3.1 Contractor shall avoid any actual or apparent conflict of interest and comply with applicable conflict-of-interest laws and its own written policies.

3.2 Before incurring a cost, Contractor shall disclose in writing any ownership, family, financial, governance, employment, or other relationship between Contractor or its officers, directors, employees, consultants, the property owner, and a proposed vendor or subcontractor. Related-party costs are reimbursable only if County approves them in writing and Contractor demonstrates that the cost is necessary, reasonable, and no less favorable than an arm's-length transaction.

4. NONDISCRIMINATION; FAIR HOUSING; ACCESSIBILITY. Contractor shall not discriminate in employment or performance of this Agreement on any basis prohibited by federal or California law. Planning and deliverables shall consider applicable requirements of the Fair Housing Act, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, California fair employment and housing laws, and accessibility standards. Contractor shall support equitable access for veterans and other protected and underserved populations.

5. CONFIDENTIALITY AND INFORMATION SECURITY. Contractor shall protect confidential, proprietary, personal, and sensitive information obtained in connection with this Agreement and immediately report any known or suspected unauthorized access, use, disclosure, loss, or breach. This Agreement does not authorize Contractor to receive protected health information or client-level homeless-services data. A separate written privacy or business-associate agreement is required before any such information is exchanged.

6. DEBARMENT, SUSPENSION, FRAUD, AND ABUSE.

6.1 Contractor certifies that it, its principals, and its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from public transactions by a federal or state agency.

6.2 Contractor shall immediately report to County any change in eligibility, indictment, conviction, civil judgment, investigation, alleged fraud, misuse of funds, or other matter that could materially affect performance or public trust.

6.3 Contractor shall not knowingly employ or contract with a person or entity excluded from participation in an applicable public program or funding source.

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7. PROCUREMENT AND SUBCONTRACTS.

- 7.1** Contractor shall use fair and reasonable procurement practices, follow its written policies and applicable funding requirements, document price reasonableness, and select qualified consultants and vendors without conflicts of interest.
- 7.2** Contractor remains responsible for all subcontracted work. Every subcontract shall be in writing, include all applicable flow-down requirements, preserve County audit and ownership/license rights, and require appropriate insurance and professional licensure.
- 7.3** Contractor shall not assign this Agreement or materially delegate overall project responsibility without County's prior written consent.

8. ACCESS TO RECORDS; MONITORING; AUDIT. Contractor shall provide County, LCCoC, the funding agency, and authorized federal, state, or local auditors reasonable access to records, personnel, consultants, deliverables, and relevant premises upon reasonable notice. County may monitor performance, test invoiced costs, require corrective action, suspend payment, or disallow costs. Contractor shall cooperate fully and shall not alter, conceal, or destroy relevant records during an audit, investigation, claim, or litigation hold.

9. INDEMNIFICATION AND HOLD HARMLESS. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County of Lake, LCCoC, and their officers, officials, employees, agents, and volunteers from claims, liabilities, damages, losses, liens, penalties, costs, and expenses, including reasonable attorney fees, arising out of or related to Contractor's or its consultants' acts, errors, omissions, breach, negligence, willful misconduct, or violation of law in performing this Agreement, except to the extent caused by the sole negligence or willful misconduct of an indemnified party. Professional design indemnity shall be interpreted consistent with applicable California law.

10. INSURANCE.

- 10.1** Before work begins and throughout the Agreement term, Contractor shall maintain insurance acceptable to County Risk Management and provide certificates and required endorsements. At a minimum, unless waived or modified in writing by County Risk Management:
- Workers' Compensation as required by California law and Employer's Liability of not less than \$1,000,000 per accident or disease.
 - Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate, covering bodily injury, property damage, personal and advertising injury, contractual liability, and completed operations as applicable.
 - Automobile Liability of not less than \$1,000,000 combined single limit for owned, hired, and non-owned vehicles used in connection with the work.
 - Professional Liability / Errors and Omissions of not less than \$1,000,000 per claim and aggregate for architectural, engineering, environmental, planning, legal, or other professional services, maintained for at least three (3) years after completion, whether carried by Contractor or the applicable consultant.
- 10.2** County of Lake, its officers, officials, employees, agents, and volunteers shall be named as additional insureds on Commercial General Liability and Automobile Liability coverage, which shall be primary and noncontributory. Coverage shall include waiver of subrogation where

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commercially available. Contractor shall provide at least thirty (30) days prior notice of cancellation or material reduction, except ten (10) days for nonpayment of premium, to the extent available by endorsement.

10.3 Contractor shall require consultants and subcontractors to maintain insurance appropriate to their work and shall provide evidence upon request. Failure to maintain required insurance is a material breach and grounds for immediate suspension or termination.

11. OWNERSHIP AND LICENSE TO DELIVERABLES. Upon payment, County shall own all non-proprietary reports, memoranda, schedules, data compilations, and other materials created specifically under this Agreement. For architectural drawings, consultant instruments of service, proprietary tools, or preexisting materials that cannot be transferred, Contractor shall obtain for County and LCCoC a perpetual, irrevocable, nonexclusive, royalty-free license to use, reproduce, disclose, and adapt the materials for project evaluation, funding, public-agency review, procurement, and development, subject to applicable professional-law limitations and attribution requirements. Contractor shall identify all restrictions before submission.

12. PUBLIC RECORDS. Contractor acknowledges that records submitted to County may be subject to the California Public Records Act. Contractor shall clearly identify any material it believes is legally exempt and state the basis for exemption. County will determine disclosure obligations and does not guarantee confidentiality. Contractor shall cooperate in responding to public-record requests and shall defend and indemnify County for claims arising from Contractor's assertion of confidentiality, to the extent permitted by law.

13. TAXES AND FORM 590. Contractor is responsible for all federal, state, and local taxes, charges, fees, and contributions related to its work and personnel. Contractor shall provide a completed IRS Form W-9 and, when applicable, California Form 590 before payment. County may withhold amounts required by law.

14. SAFETY AND SITE ACCESS. Contractor shall plan and perform site visits safely and comply with Cal/OSHA and applicable safety requirements. Contractor shall obtain property-owner authorization, coordinate access, avoid unnecessary disturbance, and promptly report injury, property damage, hazardous conditions, or other material incidents to County. Contractor is responsible for damage caused by its personnel or consultants.

15. ENVIRONMENTAL, LAND-USE, AND PUBLIC-WORKS COMPLIANCE. Contractor shall comply with applicable environmental, zoning, building, land-use, and professional requirements. Preliminary studies do not substitute for agency approvals. If any activity is later determined to constitute public work or to trigger prevailing-wage, environmental review, or other public contracting requirements, Contractor shall stop the affected activity and obtain written County direction before proceeding.

16. LOBBYING AND POLITICAL ACTIVITY. Agreement funds shall not be used for political campaigns, partisan activity, lobbying, or attempts to influence legislation or an award decision, except for ordinary project coordination and lawful communications expressly permitted by the

**AGREEMENT BETWEEN THE COUNTY OF LAKE, THROUGH
LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS ADMINISTRATIVE ENTITY
FOR THE
LAKE COUNTY CONTINUUM OF CARE, AND
LAKE COUNTY COMMUNITY FOUNDATION
FOR VETERAN HOUSING PREDEVELOPMENT SERVICES**

funding source. Contractor shall complete any required federal lobbying certifications if federal funds are used.

17. FEDERAL AND STATE FUNDING FLOW-DOWNS. If any portion of the Agreement is funded with federal or state financial assistance, Contractor shall comply with all applicable award terms supplied by County, including requirements concerning allowability and documentation of costs, 2 CFR Part 200 as applicable, debarment and suspension, access to records, civil rights, environmental review, procurement, and audit. If a funding condition conflicts with this Agreement, Contractor shall notify County before incurring the affected cost.

18. DUE PERFORMANCE; DEFAULT AND CORRECTIVE ACTION. If either Party fails to perform a material obligation, the nondefaulting Party may provide written notice describing the default and required cure. Unless immediate action is necessary to protect public funds, legal compliance, health, or safety, the defaulting Party shall have thirty (30) days to cure or begin and diligently pursue an approved corrective-action plan. County may require a written corrective action plan with specific deadlines, suspend affected work, impose additional monitoring or technical assistance requirements, withhold or deny payment, disallow or recoup costs, reduce the scope of work, or terminate this Agreement for uncured default.

19. ATTORNEY FEES AND COSTS. In any action to enforce or interpret this Agreement, the prevailing Party is entitled to reasonable attorney fees and costs to the extent permitted by law and the funding source.

20. SEVERABILITY. If any provision is held invalid or unenforceable, the remaining provisions shall remain in effect, and the invalid provision shall be modified to the minimum extent necessary to make it enforceable while preserving the Parties' intent.

21. GOVERNING LAW; JURISDICTION AND VENUE. This Agreement shall be governed by California law. Any action or proceeding relating to this Agreement shall be brought in a court of competent jurisdiction in Lake County, California, and Contractor waives any objection to that venue.

22. NO THIRD-PARTY BENEFICIARIES. This Agreement is for the sole benefit of the Parties and does not create enforceable rights in any third party, partner, property owner, consultant, veteran, future resident, or funding agency.

23. WAIVER. A waiver is effective only if in writing and signed by an authorized representative. A waiver of one breach does not waive any other or later breach. County payment or acceptance does not waive audit rights, latent defects, or compliance obligations.

24. COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original and all of which together constitute one instrument, to the extent accepted by County.

25. SURVIVAL. Provisions concerning records retention, audit, repayment, indemnification, confidentiality, ownership and licenses, public records, taxes, governing law, and any obligation that by its nature should survive shall remain effective after expiration or termination.

**AMENDMENT NO. 1 TO AGREEMENT BETWEEN COUNTY OF LAKE AND
LAKE COUNTY BEHAVIORAL HEALTH SERVICES AS LEAD AGENCY FOR THE
LAKE COUNTY CONTINUUM OF CARE AND CATHOLIC CHARITIES OF THE
DIOCESE OF SANTA ROSA DBA CATHOLIC CHARITIES OF NORTHWEST
CALIFORNIA**

This Amendment No. 1 is entered into by and between the County of Lake, on behalf of Lake County Behavioral Health Services as Lead Agency for the Lake County Continuum of Care ("County"), and Catholic Charities of the Diocese of Santa Rosa dba Catholic Charities of Northwest California ("Contractor"), collectively referred to as the "Parties."

WHEREAS, County and Contractor entered into an Agreement for Contractor to operate a Safe Parking Program in Lake County in accordance with the State of California Encampment Resolution Funding (ERF) program requirements; and

WHEREAS, Section 2, TERM, of the Agreement provides that the Agreement shall terminate on June 30, 2027, unless earlier terminated as provided therein; and

WHEREAS, the Parties desire to extend the term of the Agreement through September 30, 2027, without increasing the compensation authorized under the Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree to amend the Agreement as follows:

1. TERM. Section 2, TERM, of the Agreement is hereby amended solely to replace the termination date of June 30, 2027, with September 30, 2027. All other provisions of Section 2 remain unchanged.

2. REMAINING TERMS. Except as expressly amended herein, all other terms, conditions, provisions, exhibits, rights, and obligations of the Agreement shall remain unchanged and in full force and effect.

3. EFFECTIVE DATE. This Amendment No. 1 shall become effective upon execution by all Parties.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1.

COUNTY OF LAKE

CATHOLIC CHARITIES OF THE
DIOCESE OF SANTA ROSA DBA
CATHOLIC CHARITIES OF NORTHWEST
CALIFORNIA

Chair
Board of Supervisors

Date: _____

Chief Executive Officer

Date: _____

APPROVED AS TO FORM:
LLOYD GUINTIVANO
County Counsel

By: _____

Date: September 21, 2026

ATTEST:
SUSAN PARKER
Clerk to the Board of Supervisors

By: _____

Date: _____