

Fellow CoC Board Members,

We are submitting these comments on behalf of the cities regarding the Memorandum of Understanding (MOU) between the CoC and the County as the Lead Agency. They are suggestions for elements to include in the MOU. We look forward to your thoughts on our suggestions, as well as hearing your ideas.

First, we believe that an MOU is valuable in setting expectations for the CoC and the Lead Agency. We have served on most if not all of the other County-wide bodies responsible for addressing issues in a regional, collaborative fashion and have found that documents such as the MOU are foundational to good governance and long-term success.

Some elements that we suggest the MOU include are:

Role for the CoC in hiring the Health Department's Division Director for Homelessness: The County will essentially be acting as a contractor to the CoC. Normally, the governing Board selects the Director in such an arrangement. Because the County would be the employer we need a different model. We suggest that the MOU require the County to convene a panel to advise on the selection of the Division Director, and that at least half of those on the panel be appointed by the CoC Board (or Board Chair and Vice Chair). The interview panel will provide feedback to the County Administrator and the Director of Health Services about candidates. In the end, the County would make the final selection of the Division Director.

Role for the CoC in providing direction to and setting priorities for the Division Director: The Board will set direction and priorities for the Division Director and Lead Agency for all activities under the purview of the CoC, and for the resources provided by the CoC.

At the same time, the Division Director will have non-CoC responsibilities such as administering the County's portion of Fed/state funding, and managing the County's internal homelessness response. We believe that setting CoC-specific performance measurements for the Division Manager's performance is appropriate.

Role for the CoC in evaluating and resolving any major concerns with the Division Director: The CoC will have a process to raise and resolve serious performance issues with the County short of terminating the MOU. We will have a "meet and confer" process with the DHS director and County Administrator should the CoC Board have serious concerns.

Setting the Scope of Work for the Lead Agency: We need to ensure that the expectations of the Lead Agency reflect the resources available.

Duration of MOU: We suggest that the MOU have an initial duration of 2 years, with 1-year options to pick up upon agreement by the parties with sufficient advanced notice.

Termination Clause: We suggest a 180-day termination right for either party.

"Unbundling" Lead Agency functions: The CoC should be able to contract for any combination of:

- a. Collaborative applicant (and other funding-related functions)
- b. HMIS Lead

c. Administration/Coordination

We anticipate starting the MOU with all of these functions included in the Lead Agency. We suggest including the contracting options to provide the CoC Board with the most flexibility for future changes if/when so desired; we see no reason to 'tie our hands' to current arrangements unnecessarily. Unbundling the HMIS function seems fairly common among CoCs, with non-profits and private vendors offering services.

One integrated system: In the CoC discussion regarding the County's role as Lead Agency, staff agreed to support one integrated system for all parts of the County. To this end, we support language that ensures that County-provided services available to or within one jurisdiction are available to all jurisdictions in an equitable manner as determined by the CoC. This includes access to Behavioral Health or other County staff or resources for prevention, outreach, responding to encampments, housing location and placement services, and supportive services.

We support the option for any jurisdiction to fund and operate additional services with its discretionary funds (i.e., General Funds).

The County should provide reports to and in a form approved by the CoC on the equitable provision of services (see attached example from a July 12, 2022 report to the Board of Supervisors).

Any County services which do not demonstrate equitable access will be terminated within six months of execution of the MOU unless otherwise approved by the CoC.

The MOU will include other performance standards as part of an annual review of the Lead Agency. These might include topics such as meeting HUD and state requirements for reporting, quality of staff reports, annual budget, consistency with CoC protocols as included in the CoC Charter, etc.

Financial Contributions: The cities recognize that the County subsidizes the CoC with discretionary funds. While the CoC cannot impose obligations on the cities, we agree with a County request to discuss financial contributions from cities after one year's experience with the MOU, as well as agreements for cities and County to coordinate their homeless efforts through the COC. We also support acknowledging the County's current financial support to the CoC in the MOU.

John Moore, City of Cotati
Stephen Sotomayor, City of Healdsburg
Dennis Pocekay, City of Petaluma
Don Schwartz, City of Rohnert Park
Tom Schwedhelm, City of Santa Rosa
Una Glass, City of Sebastopol
Madolyn Agrimonti, City of Sonoma