

MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF SANTA BARBARA
AND
SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE

State of California Emergency Solutions Grants Program

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this ___ day of July, 2016 by and between the County of Santa Barbara (hereinafter "COUNTY") and the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"),

Recitals

WHEREAS, the Emergency Solutions Grants (ESG) Program is authorized by Subtitle B of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C. 11371-11378) hereinafter called "the Act"; and

WHEREAS, the State of California Department of Housing and Community Development (State HCD) administers funds awarded by the United States Department of Housing and Urban Development (HUD) under the ESG Program (hereinafter "State ESG Funds"); and

WHEREAS, State HCD will distribute State ESG Funds to service areas through two allocations—Continuum of Care Allocation and Balance of State Allocation—beginning with the 2016 Operating Year; and

WHEREAS, the service area covered by CoC, which is the geographic area located within the boundaries of Santa Barbara County (hereinafter "CoC Service Area"), qualifies under the Continuum of Care Allocation; and

WHEREAS, on January 29, 2016, State HCD issued a Continuum of Care Allocation Solicitation of Interest for Administrative Entity (hereinafter "Solicitation") to identify units of general purpose local government that will administer State ESG Funds distributed through the Continuum of Care Allocation for their service areas; and

WHEREAS, COUNTY, qualifying as an Administrative Entity (AE), responded to the Solicitation and was designated by State HCD as the AE for CoC Service Area on March 30, 2016; and

WHEREAS, on May 3, 2016, the Santa Barbara County Board of Supervisors accepted COUNTY's designation as the AE for CoC Service Area; and

WHEREAS, COUNTY, through its Community Services Department, will fulfill responsibilities with respect to this designation; and

WHEREAS, pursuant to 25 CCR 8403(f), an AE and the Continuum of Care for the service area in which the AE is located must collaborate to determine Eligible Activities, select Eligible Organizations to be Subrecipients, and administer State ESG Funds; and

WHEREAS, pursuant to 25 CCR 8403(f), an AE must enter into a written agreement with the Continuum of Care for the service area in which the AE is located that specifies the roles and responsibilities of each entity with respect to the administration of State ESG Funds.

NOW, THEREFORE, the parties agree as follows:

A. DEFINITIONS

“Administrative Entity” (“AE”), as defined in 25 CCR 8401, as may be amended, means a unit of general purpose local government approved by State HCD pursuant to 25 CCR 8403, as may be amended, to administer State ESG Funds.

“Authorized Authority” means the individual authorized by each party to sign this MOU.

“Continuum of Care,” as defined in 24 CFR 576.2, as may be amended, means the group composed of representatives of relevant organizations, which generally includes nonprofit homeless providers; victim service providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social service providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations that serve homeless and formerly homeless veterans; and homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of outreach, engagement, and assessment; emergency shelter; Rapid Re-housing; transitional housing; permanent housing; and prevention strategies to address the various needs of homeless persons and persons at risk of homelessness for a specific geographic area.

“Continuum of Care Allocation” means State ESG Funds distributed pursuant to 25 CCR 8403, as may be amended.

“Coordinated Entry,” as defined in 25 CCR 8401, as may be amended, means the system of program access, needs assessment, and prioritization developed by a Continuum of Care pursuant to 24 CFR 576.400(d) and associated HUD requirements and guidance.

“Core Practices” mean the practices and protocols of delivering Eligible Activities as specified in 25 CCR 8409, as may be amended.

“Eligible Activities,” as defined in 25 CCR 8401, as may be amended, mean those activities upon which State ESG Funds may be expended as described in 25 CCR 8408, as may be amended.

“Eligible Organization, as defined in 25 CCR 8401, as may be amended, means a private nonprofit organization or a unit of general purpose local government that delivers, or contracts with private nonprofit organizations to deliver, Eligible Activities.

“Nonentitlement Areas” mean the cities of Goleta, Guadalupe, Lompoc, Santa Barbara, and Santa Maria.

“Rapid Re-housing” means the activities set forth in 24 CFR 576.104.

“Subrecipient” means an entity that enters into a written agreement with the AE to implement Eligible Activities.

B. PURPOSE

The purpose of this MOU is to establish agreements between COUNTY and CoC relating to the administration of State ESG Funds.

C. RESPONSIBILITIES OF CoC

CoC shall perform the following responsibilities:

1. Recommend to COUNTY Eligible Activities to fund in accordance with 25 CCR 8408;
2. Recommend to COUNTY Eligible Organizations to be Subrecipients through the Review and Rank Committee as described in Exhibit A attached hereto and incorporated herein by reference; and

3. Provide information to State HCD upon request pursuant to 25 CCR 8403(l).

D. RESPONSIBILITIES OF COUNTY

COUNTY shall perform the following responsibilities:

1. Select Eligible Organizations through a process that is consistent with the following:
 - a. Conduct fair and open competitions which avoid conflict of interest;
 - b. Follow procurement requirements of 24 CFR Part 84;
 - c. Evaluate organization capacity and experience, including the ability to deliver services in Nonentitlement Areas;
 - d. Evaluate eligibility and quality of services, including adherence to Core Practices;
 - e. Utilize data and consider community input to identify unmet needs;
 - f. Prioritize Eligible Activities that address the highest unmet need, considering other available funding and system-wide performance measures;
 - g. Consider project-level performance measures when evaluating proposals; and
 - h. Consider the recommendations of CoC made pursuant to Section C.2 of this MOU; and
2. Inform State HCD of selected Eligible Organizations and activities;
3. Ensure that not less than forty (40) percent of State ESG Funds available to CoC Service Area are used for Rapid Re-housing;
4. Ensure that Eligible Activities are available to Nonentitlement Areas through the use of Coordinated Entry and other means; and
5. Enter into an agreement with State HCD to do the following:
 - a. Receive and administer State ESG Funds;
 - b. Carry out Eligible Activities through Eligible Organizations;
 - c. Provide for matching funds as required by 24 CFR 576.201;
 - d. Enter into written agreements with Subrecipients that govern the delivery of Eligible Activities, including, but not limited to, eligible uses of State ESG Funds and their disbursement, activity reporting, performance evaluation, monitoring, and termination;
 - e. Monitor the performance of Subrecipients and their contractors that deliver Eligible Activities to ensure compliance with federal and state requirements;
 - f. Provide timely reports to State HCD; and
 - g. In all other ways, administer State ESG Funds to ensure compliance with federal and state requirements; and
6. Provide information to State HCD upon request pursuant to 25 CCR 8403(l).

E. TERM

The term of this MOU shall commence on the day and date written above and shall be effective until June 30, 2017. This MOU automatically renews to new consecutive one-year terms unless either party provides written notice at least sixty (60) days prior to the end of the term.

F. TERMINATION

This MOU may be terminated at any time by either party upon giving sixty (60) days' notice in writing to the other party. This MOU immediately terminates or is suspended, at COUNTY's option, if State HCD denies or revokes COUNTY's AE designation pursuant to 25 CCR 8403(k) and COUNTY gives notice of this in writing to CoC.

G. AMENDMENTS

Any substantive amendment, modification, extension, or variation of terms of this MOU shall be in writing and shall be effective only upon written approval by the Authorized Authority of each party.

H. APPROVAL BY PARTIES

This MOU and any amendments thereto shall not be binding on the parties unless signed by their Authorized Authority.

I. COMPLETE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter of this MOU. No prior oral or written understandings or agreement between the parties with respect to the subject matter of this MOU are incorporated herein and any such understandings or agreements are entirely superseded by this MOU.

J. SEVERABILITY

If any term, provision, covenant, or condition of this MOU is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the rest of the MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

K. INDEPENDENT CONTRACTORS

The parties agree that they are, and at all times shall be, independent contractors of, and not the agent, of the other.

L. GOVERNING LAW

This MOU shall be interpreted under and be governed by the laws of the State of California, except for those provisions relating to choice of law or those provisions preempted by federal law.

M. COUNTERPARTS

This MOU may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the parties shall preserve undestroyed, shall together constitute one and the same instrument.

N. NOTICES

All notices or correspondence under this MOU shall be given to the following addresses and shall be deemed delivered on the date of actual delivery or on the third business day after the date of mailing.

COUNTY: Dinah Lockhart, Deputy Director
 County of Santa Barbara
 Community Services Department
 Housing and Community Development Division
 123 E. Anapamu St., Second Floor
 Santa Barbara, CA 93101

CoC: Christie Alarcon, Chair, Santa Maria/Santa Barbara County Continuum of Care Board
 City of Lompoc
 Economic and Community Development Department
 100 Civic Center Plaza
 Lompoc, CA 93436

IN WITNESS WHEREOF, the parties have executed this MOU to be effective on the date set forth above.

ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

“COUNTY”
COUNTY OF SANTA BARBARA:

By: _____
Deputy Clerk

By: _____
Peter Adam
Chair, Board of Supervisors

APPROVED AS TO ACCOUNTING FORM:
THEODORE A. FALLATI, CPA
AUDITOR-CONTROLLER

By: _____
George Chapjian
Community Services Director

By: _____
Deputy Auditor-Controller

APPROVED AS TO FORM:
MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO FORM:
RAY AROMATORIO, ARM, AIC
RISK MANAGEMENT

By: _____
Risk Manager

“CoC”

SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE:

By: _____

Christie Alarcon

Chair, Santa Maria/Santa Barbara County Continuum of Care Board

CA-603 Santa Maria/Santa Barbara County Continuum of Care Governance Charter & Operations Manual

This document summarizes the Responsibilities and Authorities for Governance and Operation of the CA-603 Santa Maria/Santa Barbara County Continuum of Care (CoC), inclusive of all incorporated cities and unincorporated regions within the geographic area of Santa Barbara County, under the U.S. Department of Housing and Urban Development (HUD) Homeless Emergency Assistance and Rapid Transition to Housing Act (HEARTH).

CA-603 SANTA MARIA/SANTA BARBARA COUNTY

CONTINUUM OF CARE GOVERNANCE AND OPERATIONS

ARTICLE I: PURPOSE

The purpose of this Governance Charter & Operations Manual is to ensure the orderly structure and management of the CA-603 Santa Maria/Santa Barbara County Continuum of Care (CoC), enumerating the role of the CoC, which entities and stakeholders may participate as Members, and how Members engage in the leadership and execution of duties pursuant to the U.S. Department of Housing & Urban Development (HUD) Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act CoC Interim Rule, 24 CFR § 578 (§ 578), as may be amended.

ARTICLE II: GEOGRAPHIC BOUNDARIES

The geography of the CoC encompasses the area within Santa Barbara County, including eight incorporated cities, and all unincorporated areas. The physical bounds of this geography are consistent with the boundaries inclusive of these areas. These boundaries contain other HUD-designated program components, including the Housing Authority of the City of Santa Barbara and the Housing Authority of the County of Santa Barbara, four (4) HUD CoC Geographic Areas, one (1) local Emergency Solutions Grant (ESG) Area, communities eligible for State ESG funds, as well as federally-designated Community Development Block Grant (CDBG) entitlement areas, Housing Opportunities for People with AIDS (HOPWA), HOME, and Veterans Administration service areas. The CoC primary area of operations within the CoC geography includes the areas served by the program components listed above. This is referred to as the CoC Region. Various subdivisions are recognized within the CoC Region, including the cities of Santa Maria, Santa Barbara, and Goleta.

ARTICLE III: ORGANIZATION

A. Role of CoC

In accordance with § 578, as may be amended, the CoC is designed to do the following:

- Promote community-wide planning and strategic use of resources and programs targeted to people experiencing homelessness;
- Improve data collection and performance measurement;
- Allow each community to tailor its Program to the particular strengths and challenges within that community.

Centralized and collaborative leadership of homeless services will increase Regional participation, service coordination and programmatic efficiencies, and will enhance

accountability of program delivery, supporting a community-wide commitment to end and prevent homelessness in all parts of the Region.

B. Central Coast Collaborative on Homelessness

The Central Coast Collaborative on Homelessness (C3H) operates year-round as a county-wide collective body of stakeholders within Santa Barbara County, supported by C3H backbone organization Staff, to pursue initiatives in support of ending homelessness, coordinate partners and stakeholders committed to ending homelessness, and implement and evaluate evidence-based, best practice strategies.

C3H Staff and Partners collaborate in pursuit of a common Purpose¹, in alignment with five Pillars², and through the execution of three Housing Strategies.³

By action of the C3H Policy Council⁴ on March 6, 2014, C3H was designated to serve as the Lead Agency to the CoC. C3H Staff will support the CoC and CoC Board in carrying out the duties enumerated in § 578, as may be amended.

ARTICLE IV: COC GOVERNANCE & OPERATION

A. Authority of CoC

The CoC is responsible for the completion of all duties assigned in § 578, as may be amended. Section 578, as may be amended, does not require the CoC to be a legal entity; however, it does require that operation of the Homeless Management Information System (HMIS) and submission of the CoC Consolidated Application be completed by an eligible applicant.⁵

The adoption of this Governance Charter & Operations Manual by CoC Members will empower the CoC Board to engage in oversight of CoC-related matters as detailed below, including Operation of the CoC, Designation and Operation of HMIS, and CoC Planning.

¹ Purpose: C3H will harness all resources available to reduce the number of people experiencing homelessness, as well as minimize the impacts of homelessness in Santa Barbara County.

² Pillars: Prevent homelessness; support the expansion of housing for the homeless; build a results- and data-driven culture; elevate community dialogue, support, and collaboration regarding homelessness; encourage clients' commitment to self-sufficiency.

³ Strategies: Housing First; Housing Ready; Family and Employer Reunification.

⁴ The C3H Policy Council is comprised of ten elected officials; members include two County Supervisors and Councilmembers from six cities within the County: Buellton, Carpinteria, Goleta, Lompoc, Santa Barbara, and Santa Maria.

⁵ An eligible applicant is a private nonprofit organization, State, local government, or instrumentality of State and local government, that has been designated by the CoC to apply for assistance on behalf of the Continuum (§ 578.3).

B. Designation of CoC Functions⁶

1. Designation of Homeless Management Information System Lead Agency

Pursuant to the authority of the CoC, and pursuant to approval granted by the Board of Supervisors for the County of Santa Barbara on April 1, 2014, the County of Santa Barbara has been designated to serve as the HMIS Lead Agency for the CoC in the operation of a single HMIS for the Santa Maria/Santa Barbara County CoC. Service Point, administered by Bowman Systems, is the designated software to be used in the administration of HMIS. As the HMIS Lead Agency, the County will be responsible for managing HMIS and ensuring it is administered in compliance with HUD requirements.

2. Designation of Collaborative Applicant

Pursuant to the authority of the CoC, and pursuant to approval granted by the Board of Supervisors for the County of Santa Barbara on April 1, 2014, the County of Santa Barbara has been designated to serve as the Collaborative Applicant to submit the annual CoC Consolidated Application, priority listings, and project applications to HUD on behalf of the CoC. The Collaborative Applicant will also coordinate the review and scoring of State ESG applications originating from the CoC Region.

The responsibilities attendant to the role of Collaborative Applicant will be carried out by HCD in collaboration with a Review & Rank Committee to be appointed by the CoC Board.

C. Point of Contact

County of Santa Barbara
Community Services Department
Housing and Community Development Division
105 E. Anapamu Street, Suite 105
Santa Barbara, CA 93101
Phone: 805-568-3520
Fax: 805-568-2289

D. Alternate Point of Contact

Central Coast Collaborative on Homelessness (C3H)
P.O. Box 1990
Santa Barbara, CA 93101-1990
Phone: 805-699-6535

E. CoC Membership

1. General

The CoC must broadly represent the public and private homeless service sectors, including homeless client/consumer interests. All stakeholders are encouraged to

⁶ Additional details governing the County's role as the HMIS Lead Agency and Collaborative Applicant are set out in a Memorandum of Understanding (MOU), attached to this Charter as Exhibit B. Following execution of the MOU, it will be submitted for approval to the Board of Supervisors for the County of Santa Barbara.

attend meetings, participate in discussions, and serve on committees as appropriate. The CoC shall seek to ensure the participation of diverse stakeholders in community dialogues related to homelessness.

All CoC Members shall meet no fewer than two times annually in a public setting, and in a manner compliant with the Ralph M. Brown Act, §§ 54950-54960.5, the State of California's open meeting law. Individuals and representatives from relevant organizations can participate in the CoC by attending a regularly scheduled CoC meeting, requesting to be added to the Membership Roster, and committing to participate in the work of the CoC to achieve stated purposes and goals. Pursuant to § 578.5, as may be amended, relevant organizations may include: nonprofit homeless assistance providers; victim service providers; faith-based organizations; governments; businesses; advocates; public housing agencies; school districts; social service providers; mental health agencies; hospitals; universities; affordable housing developers; law enforcement; organizations serving Veterans; and homeless or formerly homeless individuals.

All CoC Members shall demonstrate a professional interest in or personal commitment to addressing and alleviating the impacts of homelessness on individuals experiencing homelessness, and on the community at large.

The membership commitment may include, but is not limited to participation in the following:

- Attending CoC meetings;
- Reporting to/seeking input from Member's constituencies on key issues and strategies;
- Remaining informed of and communicating needs and gaps;
- Remaining informed of local, state, federal, and private proposals for funding;
- Contributing to informed dialogue on action undertaken by the group;
- Serving on a CoC Standing Committee;
- Participating in administration of the biennial Point In Time (PIT) Count;
- Sharing aggregate outcome and performance data on the successes and challenges of people who are experiencing or have experienced homelessness;
- Engaging in the regular review of data to ensure that high levels of data quality and completeness are maintained;
- Providing input in the development of strategies and action plans to reduce and end homelessness;
- Participating in advocacy and public education efforts.

2. Voting

CoC Members obtain and retain voting privileges through meeting attendance and participation in accord with established policies, including the Code of Conduct and Conflict of Interest Policy set out in this Governance Charter & Operations Manual.

The CoC will include a single representative from each relevant organization participating in the CoC. Each agency/organization, city jurisdiction, or County department seeking to engage in CoC participation may identify a staff person to serve as a voting Member of the CoC on that entity's behalf.

F. CoC Standing Committee

The following Standing Committee operates in support of the CoC and CoC Board:

1. Review & Rank Committee:

Pursuant to the authority of the CoC Board as the governing body of the CoC, the CoC Board will appoint a Committee of seven (7) to nine (9) impartial and non-conflicted community members who are familiar with the services and resources available to individuals and families experiencing homelessness, to engage in the review, rank, and/or scoring of project applications for CoC and State ESG funding. The Members of the Review & Rank Committee must not be affiliated with or represent any agency/organization applying for CoC or State ESG funds, and no Member of the Review & Rank Committee may delegate his or her voting authority to a representative.⁷

At least two (2) impartial and non-conflicted members of the CoC Board, who are not affiliated with and do not represent any agency/organization applying for CoC or State ESG funds, will serve on the Review & Rank Committee. The Review & Rank Committee will have the authority to approve the Consolidated Application on behalf of the CoC, in addition to priority listings, project applications, and/or scoring for CoC and/or State ESG funds.

All meetings of the Review & Rank Committee shall be public meetings, conducted in compliance with the Ralph M. Brown Act, §§ 54950-54960.5, the State of California's open meeting law.

G. Role of CoC Board

The CoC Board will lead the CoC in preventing and ending homelessness, through the leadership of diverse stakeholders. The CoC Board is tasked with oversight of the Responsibilities enumerated in § 578.7, as may be amended, which are stated below.

1. CoC Board Composition

Pursuant to § 578, as may be amended, the CoC Board must include representatives from relevant organizations and projects serving different subpopulations of people

⁷ The CoC Board will approve the criteria and process for review, rank, and/or scoring of project applications for CoC and State ESG funding.

experiencing homelessness⁸, a member of the public sector, a member of the private sector, and at least one homeless or formerly homeless individual.

2. CoC Board Selection

The CoC Board must be selected in compliance with the following CoC-approved process, which will be reviewed by the full CoC no less often than every five (5) years:

- a. The CoC Board will include a minimum of nine (9) and a maximum of fifteen (15) seats;
- b. Members of the CoC Board must represent an array of community sectors, special needs populations, and geographic areas throughout the Region, including a homeless or formerly homeless individual, a private sector representative, a public sector representative, and a recipient of ESG funds;
- c. The intent to elect a CoC Board will be announced in May of each election year, and nominations will be accepted from May through July; the number of seats and constituencies that need to be represented will be identified, and nominations solicited;
- d. Nominees for service on the CoC Board will be solicited from the full body of the CoC;
- e. CoC Board Member elections will be held in a meeting of the CoC with one vote per eligible voting Member representing an agency/organization, City jurisdiction, or County department;
- f. Following the election of the Inaugural CoC Board, which will serve for a term of one (1) year, CoC Board Members will be elected for two (2) or four (4) year terms to ensure continuity, and composition of the Board will be reviewed annually to ensure compliance with § 578, as may be amended;
- g. In the event that there are vacancies on the CoC Board such that fewer than nine (9) Board Members are seated, the CoC Board may appoint one or more Members of the CoC to fill the vacancy or vacancies; a Board Member appointed in this manner will be subject to election by Members of the full CoC at the first election subsequent to that Member's appointment.

H. CoC Board Operations

1. Chair

The Chair will be responsible for leading and governing the affairs of the CoC Board pursuant to this Governance Charter & Operations Manual.

⁸ A single Board Member may represent more than one subpopulation. Examples of subpopulations of homeless include persons with substance use disorders; persons with HIV/AIDS; veterans; the chronically homeless; families with children; unaccompanied youth; the seriously mentally ill; and victims of domestic violence, dating violence, sexual assault, and stalking.

The Chair will be duly elected by majority vote pursuant to a biennial election by the CoC Board, and is responsible for the following:

- a. Providing leadership and ensuring the proper operation of the CoC Board;
- b. Facilitating CoC Board and other CoC meetings as needed;
- c. Promoting the CoC's interests and policy decisions;
- d. Staying abreast of and available for updates about CoC activities;
- e. Supporting relevant homeless service provider participation;
- f. Leading the implementation of CoC priorities, strategies, and action steps;
- g. Informing CoC Members of the CoC Board's activities;
- h. Remaining informed of the work undertaken by CoC Member agencies;
- i. Engaging with Staff to the CoC on matters related to CoC operation and management, including but not limited to meeting planning and preparation.

2. Vice Chair

The Vice Chair will be responsible for leading and governing the affairs of the CoC Board as defined above, in the absence of the Chair.

The Vice Chair will be duly elected by majority vote pursuant to a biennial election of the CoC Board.

3. Officer Elections & Terms of Office

- a. The Chair and Vice Chair will be elected for one- to two-year terms by a majority vote of those CoC Board Members present. Those persons duly elected will be seated immediately.
- b. In the event that the Chair's position becomes vacant, the Vice Chair will be elevated to the position of Chair, and the Vice Chair vacancy will be filled through the CoC Board's election of such qualified person as necessary to fill the vacancy. That person will serve the unexpired term of the previous Officer, and is subject to re-election.
- c. Any CoC Board Member in good standing may be nominated to serve as Chair or Vice Chair.

3. CoC Board Meetings

All meetings of the CoC Board will be conducted in compliance with the Ralph M. Brown Act, §§ 54950 – 54960.5, the state of California's open meeting law.

4. CoC Board Member Responsibilities

Members of the CoC Board are tasked with oversight of the Responsibilities enumerated below, as set out in § 578.7, as may be amended. CoC Board Members have authority to take action in furtherance of their obligation to oversee the performance of these duties,

including through the execution of Memoranda of Understanding and/or Agreement between third parties and the CoC or the CoC Board.

a. Operate the Continuum of Care

The Continuum of Care must:

- 1) Hold meetings of the full membership, with published agendas, at least semiannually;
- 2) Make an invitation for new members to join publicly available within the geographic [region] at least annually;
- 3) Adopt and follow a written process to select a board to act on behalf of the Continuum of Care. The process must be reviewed, updated, and approved by the Continuum at least once every 5 years;
- 4) Appoint additional committees, subcommittees, or workgroups;
- 5) In consultation with the collaborative applicant and the HMIS Lead, develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with subpart B of this part and with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;
- 6) Consult with recipients and sub-recipients to establish performance targets appropriate for population and program type, monitor recipient and sub-recipient performance, evaluate outcomes, and take action against poor performers;
- 7) Evaluate outcomes of projects funded under the Emergency Solutions Grants program and the Continuum of Care program, and report to HUD;
- 8) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The Continuum must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers. This system must comply with any requirements established by HUD by Notice.
- 9) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing Continuum of Care assistance. At a minimum, these written standards must include:
 - i. Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part;
 - ii. Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance;

- iii. Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance;
- iv. Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;
- v. Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance; and
- vi. Where the Continuum is designated a high-performing community, as described in Subpart G, policies and procedures set forth in 24 CFR 576.400(e)(vi), (e)(vii), (e)(viii), and (e)(ix).

b. Designating and Operating HMIS

The Continuum of Care must:

- 1) Designate a single Homeless Management Information System (HMIS) for the geographic area;
- 2) Designate an eligible applicant to manage the Continuum's HMIS, which will be known as the HMIS Lead;
- 3) Review, revise, and approve a (i) privacy plan, (ii) a security plan, and (iii) a data quality plan for the HMIS;
- 4) Ensure consistent participation of recipients and sub-recipients in the HMIS; and
- 5) Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

c. Continuum of Care Planning.

The Continuum must develop a plan that includes:

- 1) Coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
 - i. Outreach, engagement, and assessment;
 - ii. Shelter, housing, and supportive services;
 - iii. Prevention strategies.
- 2) Planning for and conducting, at least biennially, a point-in-time count of homeless persons within the geographic area that meets the following requirements:
 - i. Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons;
 - ii. Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons;

- iii. Other requirements established by HUD by Notice.
- 3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area;
- 4) Providing information required to complete the Consolidated Plan(s) within the Continuum's geographic area;
- 5) Consulting with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and sub-recipients.

5. CoC Board Voting

All formal decisions/actions require the presence of a quorum of the assigned, seated group's membership.⁹ All Members of the CoC Board may vote, and each Member has one vote for any motion made. Absentee voting is not permitted, and no CoC Board Member may delegate her/his voting authority to a representative.

The CoC Board will strive at all times for consensus decision-making. When consensus cannot be reached, decisions/actions will be made by majority vote of the CoC Board's seated Members. A roll call vote may be conducted upon request. CoC Board Members are bound by all decisions/actions whether or not present at meetings in which the decisions/actions were made.

6. Staff Responsibilities to the CoC Board

Staff to the CoC Board include representatives from:

C3H
P.O. Box 1990
Santa Barbara, CA 93101-1990
Phone: 805-699-6535

Staff to the CoC Board are responsible for meeting preparation, which includes:

- a. Locating, reserving, and preparing the meeting space;
- b. Sending agendas, minutes, meeting time/date/location to the CoC Member distribution list;
- c. Compiling background materials;
- d. Planning the meeting in collaboration with the CoC Board Chair and/or Vice Chair;
- e. Taking attendance at meetings;
- f. Providing facilitation as needed;

⁹ A quorum is defined as a simple majority of the seated CoC Board Members.

- g. Ensuring that minutes are taken for each meeting;¹⁰

7. Code of Conduct

a. General

CoC Members, including Members of the CoC Board, are expected to observe the highest standards of ethical conduct in the execution of their responsibilities, to conduct themselves with courtesy and respect, and to refrain from harassment, intimidation, discrimination, and physical or verbal abuse.

CoC Members must respect and maintain the confidentiality of sensitive information they have gained due to their association with the CoC, the CoC Board, or Standing Committees. This may include personal information about community members experiencing homelessness, and other members of the general public.

In the performance of their duties, CoC Members are expected to carry out the mandate of the CoC to the best of their ability, and to maintain the highest standards of integrity for actions with other CoC Members, including Members of the CoC Board, service providers, service recipients, and members of the general public.

b. CoC Board

Members of the CoC Board are entrusted with the oversight of duties undertaken to prevent and end homelessness. Accordingly, Members of the CoC Board must govern themselves in accordance with the following policies:

1. The solicitation and/or acceptance of gifts or gratuities (anything exceeding \$50 in value) by CoC Board Members for their personal benefit is prohibited; if the gift would not have been offered in the absence of the recipient's CoC-related position, it must be declined.
2. Official duties should be performed with impartiality, and any activity representing a conflict of interest (enumerated below) is prohibited; a CoC Board Member must not act on a matter if a reasonable person who knew the circumstances of the situation could legitimately question his/her fairness and impartiality.
3. Misuse of position is prohibited; a CoC Board Member must not use his/her position with the CoC for his/her personal gain, or for the benefit of family or friends.
4. CoC Board Members shall put forth honest effort in the performance of their duties to advance the CoC's mission, exercising sufficient control and

¹⁰ Minutes of the CoC Board meetings shall include, at a minimum, the date, time, and place of the meeting, the names of all Board Members who were in attendance, the topics discussed, the decisions reached and actions taken, any reports made, and any other information as may be deemed necessary by the Chair.

supervision over matters for which they are individually responsible, and should not do anything to bring the full CoC or its Members into disrepute.

5. CoC Board Members shall make clear when communicating publicly and/or with the media, whether they are speaking in their own name, on behalf of their agency, or on behalf of the CoC Board, if the CoC Board has empowered them to speak on the group's behalf.
6. CoC Board Members shall disclose waste, fraud, abuse, and corruption to appropriate authorities.
7. CoC Board Members shall adhere to all laws and regulations that provide equal opportunity for all people regardless of race, color, religion, sex/gender, identity, national origin, ethnicity, sexual orientation, age, or disability.

This Code of Conduct will be distributed annually to CoC Members.

Violation of any portion of this Code of Conduct will be subject to disciplinary action, which could include immediate termination from the CoC Board. When misconduct is alleged, an Ethics Review Committee, not to exceed five members, and including a minimum of two Members of the full CoC, will be assembled to review the allegations and determine disciplinary action as appropriate.

8. Conflict of Interest Policy

Conflicts of interest and the appearance of conflicts of interest must be avoided. This Policy is intended to supplement, but does not replace, any applicable State or Federal laws governing conflicts of interest applicable to government, nonprofit, or charitable organizations.

CoC Members, including Members of the CoC Board, may not participate in or influence decisions concerning the award of a grant or other financial benefits to the organization that Member represents (§ 578.95). Members will recuse themselves from such decisions.

I. Amendments

This Governance Charter & Operations Manual may be amended upon a majority vote of an established quorum of the Members of the CoC Board who are present at a meeting called for such purpose, provided that notice is given 72 hours prior to the meeting, and the vote is conducted in accord with the established Governance Charter & Operations Manual of the CoC Board.

EXHIBIT A

HEARTH ACT & CONTINUUM OF CARE PROGRAM

The Homeless Emergency Assistance & Rapid Transition to Housing (HEARTH) Act of 2009 consolidated three homeless assistance programs: Supportive Housing, Shelter Plus Care, and Section 8 Moderate Rehabilitation SRO into a single program known as the Continuum of Care (CoC) Program.

The CoC Program as set out in the Interim Rule 24 CFR Part 578.7 is designed to assist individuals (including unaccompanied youth) and families experiencing homelessness, and to provide the services needed to help such individuals and families move into transitional and permanent housing, with the goal of long-term stability. More broadly, the Program is designed to:

- Promote community-wide planning and strategic use of resources and programs targeted to people experiencing homelessness;
- Improve data collection and performance measurement; and
- Allow each community to tailor its Program to the particular strengths and challenges within that community.

With respect to operation of the CoC, Part 578 states:

I. RESPONSIBILITIES OF THE COC

Section 578.7 of the HEARTH Interim Rule (July 2012) identifies the Responsibilities of the CoC:

A. Operate the Continuum of Care.

The Continuum of Care must:

- 10) Hold meetings of the full membership, with published agendas, at least semiannually;
- 11) Make an invitation for new members to join publicly available within the geographic [region] at least annually;
- 12) Adopt and follow a written process to select a board to act on behalf of the Continuum of Care. The process must be reviewed, updated, and approved by the Continuum at least once every 5 years;
- 13) Appoint additional committees, subcommittees, or workgroups;
- 14) In consultation with the collaborative applicant and the HMIS Lead, develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with subpart B of this part and with HMIS requirements as prescribed by HUD; and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;
- 15) Consult with recipients and sub-recipients to establish performance targets appropriate for population and program type, monitor recipient and sub-recipient performance, evaluate outcomes, and take action against poor performers;

- 16) Evaluate outcomes of projects funded under the Emergency Solutions Grants program and the Continuum of Care program, and report to HUD;
- 17) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and operate either a centralized or coordinated assessment system that provides an initial, comprehensive assessment of the needs of individuals and families for housing and services. The Continuum must develop a specific policy to guide the operation of the centralized or coordinated assessment system on how its system will address the needs of individuals and families who are fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, or stalking, but who are seeking shelter or services from non-victim service providers. This system must comply with any requirements established by HUD by Notice.
- 18) In consultation with recipients of Emergency Solutions Grants program funds within the geographic area, establish and consistently follow written standards for providing Continuum of Care assistance. At a minimum, these written standards must include:
 - i. Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part;
 - ii. Policies and procedures for determining and prioritizing which eligible individuals and families will receive transitional housing assistance;
 - iii. Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance;
 - iv. Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance;
 - v. Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance; and
 - vi. Where the Continuum is designated a high-performing community, as described in Subpart G, policies and procedures set forth in 24 CFR 576.400(e)(vi), (e)(vii), (e)(viii), and (e)(ix).

B. Designating and Operating an HMIS.

The Continuum of Care must:

- 1) Designate a single Homeless Management Information System (HMIS) for the geographic area;
- 2) Designate an eligible applicant to manage the Continuum's HMIS, which will be known as the HMIS Lead;
- 3) Review, revise, and approve a (i) privacy plan, (ii) a security plan, and (iii) a data quality plan for the HMIS.
- 4) Ensure consistent participation of recipients and sub-recipients in the HMIS; and
- 5) Ensure the HMIS is administered in compliance with requirements prescribed by HUD.

C. Continuum of Care Planning.

The Continuum must develop a plan that includes:

- 1) Coordinating the implementation of a housing and service system within its geographic area that meets the needs of the homeless individuals (including unaccompanied youth) and families. At a minimum, such system encompasses the following:
 - i. Outreach, engagement, and assessment;
 - ii. Shelter, housing, and supportive services;
 - iii. Prevention strategies.
- 2) Planning for and conducting, at least biennially, a point-in-time count of homeless persons within the geographic area that meets the following requirements:
 - i. Homeless persons who are living in a place not designed or ordinarily used as a regular sleeping accommodation for humans must be counted as unsheltered homeless persons.
 - ii. Persons living in emergency shelters and transitional housing projects must be counted as sheltered homeless persons.
 - iii. Other requirements established by HUD by Notice.
- 3) Conducting an annual gaps analysis of the homeless needs and services available within the geographic area;
- 4) Providing information required to complete the Consolidated Plan(s) within the Continuum's geographic area;
- 5) Consulting with State and local government Emergency Solutions Grants program recipients within the Continuum's geographic area on the plan for allocating Emergency Solutions Grants program funds and reporting on and evaluating the performance of Emergency Solutions Grants program recipients and sub-recipients.

EXHIBIT B

MEMORANDUM OF UNDERSTANDING

BETWEEN

COUNTY OF SANTA BARBARA

AND

SANTA MARIA/SANTA BARBARA COUNTY CONTINUUM OF CARE

This Memorandum of Understanding (hereinafter "MOU") is made and entered into this ___ day of September, 2014 by and between the County of Santa Barbara (hereinafter "COUNTY") and the Santa Maria/Santa Barbara County Continuum of Care (hereinafter "CoC"),

Recitals

WHEREAS, the Continuum of Care Program is authorized by Subtitle C of Title IV of the McKinney-Vento Homeless Assistance Act, as amended (42 U.S.C., § 11381 et seq.) hereinafter called "the Act"; and

WHEREAS, the Continuum of Care Program Interim Rule (24 CFR Part 578) issued pursuant to the Act requires a Continuum of Care to designate an Eligible Applicant to manage the local Homeless Management Information System (hereinafter "HMIS Lead Agency") on behalf of the Continuum of Care and an Eligible Applicant to compile and, upon approval by the Continuum of Care, submit required application information from all applicants and for all projects within the geographic area claimed by the Continuum of Care (hereinafter "Collaborative Applicant"); and

WHEREAS, representatives of relevant organizations as defined in the Continuum of Care Program Interim Rule at 24 CFR 578.5(a) will serve as Members of the Santa Maria/Santa Barbara County Continuum of Care, which encompasses the geography within Santa Barbara County, including eight incorporated cities and all unincorporated areas; and

WHEREAS, on March 6, 2014, the Central Coast Collaborative on Homelessness (C3H), through its Policy Council, agreed to serve as CoC Lead Agency on the condition that COUNTY serves as the HMIS Lead Agency and Collaborative Applicant on behalf of CoC; and

WHEREAS, on April 1, 2014, the Santa Barbara County Board of Supervisors approved COUNTY's roles as the HMIS Lead Agency and Collaborative Applicant on behalf of CoC; and

WHEREAS, on August 7, 2014, CoC officially designated COUNTY to serve as the HMIS Lead Agency and Collaborative Applicant on behalf of CoC; and

WHEREAS, COUNTY, through its Community Services Department, will fulfill responsibilities with respect to these designations; and

NOW, THEREFORE, the parties agree as follows:

A. DEFINITIONS

"Authorized Authority" shall mean the individual authorized by each party to sign this MOU.

“Contributing HMIS Organization” shall mean an organization that operates a project that contributes data to an HMIS.

“Eligible Applicant” shall mean a private nonprofit organization, State, local government, or instrumentality of State and local government.

“Homeless Management Information System” (“HMIS”) shall mean the information system designated by the Santa Maria/Santa Barbara County Continuum of Care to comply with the HMIS requirements prescribed by the United States Department of Housing and Urban Development (HUD).

“Recipient” shall mean an applicant for Continuum of Care Program grant funds that signs a grant agreement with HUD under the Continuum of Care Program.

“Subrecipient” shall mean a private non-profit organization, State, local government, or instrumentality of State or local government that receives a subgrant of Continuum of Care Program funds from a Recipient to carry out a project.

B. PURPOSE

The purpose of this MOU is to establish agreements between COUNTY and CoC relating to key aspects of the Continuum of Care Program.

C. BACKGROUND

A Continuum of Care is established by representatives of relevant organizations within a geographic area to carry out the responsibilities set forth in the Continuum of Care Program Interim Rule. Relevant organizations include non-profit homeless assistance providers, victim service providers, faith-based organizations, governments, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve veterans and homeless and formerly homeless individuals.

The Continuum of Care Program Interim Rule designates the Continuum of Care as the community planning body that addresses the needs of persons who are homeless or at risk of homelessness and requires the Continuum of Care to designate Eligible Applicants to serve specific functions on its behalf. These functions include the management of the HMIS for the geographic area and submission of the annual Consolidated Application for funds through the Continuum of Care Program. The Continuum of Care retains all responsibilities assigned to it in the Continuum of Care Program Interim Rule.

D. DESIGNATIONS

1. CoC designates COUNTY to serve as the HMIS Lead Agency to manage the HMIS for the geographic area on behalf of CoC.
2. CoC designates COUNTY to serve as the Collaborative Applicant to submit the annual Consolidated Application for funds on behalf of CoC.
3. CoC retains all responsibilities assigned to it in the Continuum of Care Program Interim Rule at 24 CFR Part 578, as may be amended.

E. RESPONSIBILITIES OF CoC

CoC shall perform all responsibilities assigned to the Continuum of Care as set forth in 24 CFR Part 578, as may be amended. Responsibilities include, but are not limited to:

1. In consultation with the HMIS Lead Agency and Collaborative Applicant, develop, follow, and update annually a governance charter, which will include all procedures and policies needed to comply with 24 CFR Part 578, Subpart B, and with HMIS requirements as prescribed by HUD, and a code of conduct and recusal process for the board, its chair(s), and any person acting on behalf of the board;
2. Designating and Operating an HMIS:
 - a. Review, revise, and approve a privacy plan, security plan, and data quality plan for the HMIS;
 - b. Ensure consistent participation of Recipients and Subrecipients in the HMIS;
 - c. Ensure the HMIS is administered in compliance with requirements prescribed by HUD;
3. Plan for and conduct, at least biennially, a point-in-time count of homeless persons within the geographic area that meet the requirements set forth in 24 CFR 578.7(c)(2); and
4. Design, operate, and follow a collaborative process for the development of applications and approve the submission of applications in response to a Notice of Funding Availability published by HUD.

F. RESPONSIBILITIES OF COUNTY

COUNTY will fulfill the following responsibilities on behalf of CoC:

1. COUNTY, as HMIS Lead Agency, shall manage the HMIS for the geographic area on behalf of CoC. Responsibilities include:
 - a. Overseeing the day-to-day administration of the HMIS;
 - b. Providing staffing for HMIS operations;
 - c. Executing a written HMIS participation agreement with each Contributing HMIS Organization;
 - d. Developing HMIS plans, forms, standards, and governance documents in compliance with all applicable requirements;
 - e. Reviewing data quality and reporting results to CoC;
 - f. Ensuring HMIS software integrity, availability, and compliance with applicable requirements;
 - g. Ensuring HMIS software is capable of producing required reports;
 - h. Providing training and technical support to Contributing HMIS Organizations;
 - i. Monitoring and enforcing compliance of Contributing HMIS Organizations with applicable requirements and report on compliance to CoC;
 - j. Facilitating the use of the Vulnerability Index and Service Prioritization Decision Assistance Tool (VI-SPDAT) among Contributing HMIS Organizations;
 - k. Providing HMIS-generated reports to CoC, its Board, and committees; and
 - l. Serve as the applicant to HUD for grant funds to be used for HMIS activities.
2. COUNTY, as Collaborative Applicant, shall submit, upon approval by CoC, the annual Consolidated Application for funds through the Continuum of Care Program. In addition, COUNTY shall perform other responsibilities with respect to the administration of the Continuum of Care Program on behalf of CoC, which include:
 - a. Collecting and combining required application information from all applicants and for all projects within the geographic area covered by CoC that seek funds through the Continuum of Care Program;
 - b. Working in collaboration with CoC to coordinate the review and evaluation of applications and performance data from all applicants and for all projects within the

- geographic area covered by CoC that seek funds through the Continuum of Care Program;
- c. Serving as the applicant to HUD for grant funds to be used for Continuum of Care planning activities in accordance with 24 CFR 578.39;
 - d. In accordance with 24 CFR 578.103(a)(1)(i), maintaining evidence that the Board selected by CoC meets the requirements of 24 CFR 578.5(b);
 - e. In accordance with 24 CFR 578.103(a)(1)(ii), maintaining evidence that a Continuum of Care has been established and operated as set forth in 24 CFR Part 578, Subpart B, including published agendas and meeting minutes, and approved Governance Charter that is reviewed and updated annually, a written process for selecting a board that is reviewed and updated at least once every five (5) years, evidence required for designating a single HMIS for the geographic area covered by CoC, and monitoring reports of Recipients and Subrecipients;
 - f. In accordance with 24 CFR 578.103(a)(1)(iii), maintaining evidence that CoC has prepared the application for funds as set forth in 24 CFR 578.9, including the designation of COUNTY as Collaborative Applicant;
 - g. Submitting annual Point-in-Time Count and Housing Inventory Count data to HUD;
 - h. Working in collaboration with CoC to coordinate the review and evaluation of Emergency Solutions Grants Program applications originating from the geographic area covered by CoC to the State of California Department of Housing and Community Development.

G. FUNDING

1. HMIS
 - a. HMIS activities are financed with grant funds awarded through the Continuum of Care Program and matching funds as required by HUD. COUNTY, as HMIS Lead Agency, shall apply annually for grant funds through the Continuum of Care Program to sustain HMIS operations. Any grant funds awarded to COUNTY for HMIS activities shall be used in accordance with 24 CFR 578.57.
 - b. CoC acknowledges that COUNTY's management of HMIS on behalf of CoC is dependent upon grant funds awarded through the Continuum of Care Program.
 - c. COUNTY shall provide matching funds for HMIS activities as required by HUD for receiving grant funds through the Continuum of Care Program.
2. COUNTY, as Collaborative Applicant, shall apply for funding for Continuum of Care Planning activities pursuant to 24 CFR 578.9(a)(3)(i) and any Notice of Funding Availability published by HUD. Any grant funds awarded to COUNTY for Continuum of Care Planning activities shall be used in accordance with 24 CFR 578.39.

H. TERM

The term of this MOU shall commence on the day and date written above and shall be effective until September 30, 2015. This MOU automatically renews to new consecutive one-year terms unless either party provides written notice at least sixty (60) days prior to the end of the term.

I. TERMINATION

1. This MOU may be terminated at any time by either party upon giving sixty (60) days' notice in writing to the other party.

105 E. Anapamu St., Suite 105
Santa Barbara, CA 93101

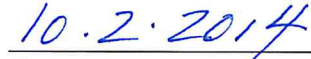
CoC: Central Coast Collaborative on Homelessness
P.O. Box 1990
Santa Barbara, CA 93101

EFFECTIVE DATE AND SIGNATURE

I acknowledge by evidence of signature below and as a representative of the CoC that this Governance Charter & Operations Manual has been approved by the CoC membership on October 2, 2014.



Kathleen Baushke
Vice-Chair, CoC Board



Date