

**NORCAL CONTINUUM OF CARE
ADMINISTRATIVE ENTITY
MEMORANDUM OF UNDERSTANDING**

1. Preamble

The NorCal Continuum of Care (the “NorCal CoC”) is a membership-based organization comprised of a variety of stakeholders from service providers, government entities, research institutions, etc., who are committed to preventing and ending homelessness through the design and implementation of plans, which are consistent with local, state, and federal policies.

In the spirit of collaboration, the NorCal CoC and The City of Redding (the “City”), acting as the designated NorCal CoC Administrative Entity (“Administrative Entity”), have agreed to enter into this Memorandum of Understanding (“MOU”) to document each party’s duties and responsibilities and to ensure that the same are successfully executed.

The NorCal CoC and the Administrative Entity (collectively, “the parties”) will work together to ensure that the NorCal CoC achieves its strategic goals and to provide the support mutually agreed by the parties as required for various committees, workgroups, and the like bodies defined in the NorCal CoC Governance Charter or requested by the NorCal CoC Executive Board.

The parties commit to timely responses, open communication, and collaborative work strategies, in the completion of tasks necessary to ensure efficient operations of the NorCal CoC and the Administrative Entity.

2. Purpose

This MOU sets forth the terms, conditions and expectations the NorCal CoC has for the City in the performance of its duties and responsibilities as the Administrative Entity.

3. Key Stakeholders and Terminology

- A. Department of Housing and Urban Development (HUD). HUD is the federal government agency that implements and regulates the Continuum of Care program under the terms of 24 CFR Part 578 (Interim Rule).
- B. NorCal Continuum of Care (NorCal CoC). The NorCal CoC is a membership-based organization comprised of a variety of stakeholders committed to preventing and ending homelessness through the design and implementation of plans, which are consistent with local, state, and federal policies.
- C. Administrative Entity. The Administrative Entity is an eligible applicant designated by the NorCal CoC to carry out the responsibilities listed in section 4 below.
- D. City of Redding. The City of Redding is a local municipality selected by the NorCal CoC to serve as the Administrative Entity.

- E. NorCal CoC Executive Board (Board). The Board is the governance body of the NorCal CoC under the terms of its Governance Charter. The Board may delegate specific responsibilities under this MOU to its Executive Committee or other committees and workgroups.

4. The Administrative Entity will assume responsibilities consistent with Exhibit A, attached and incorporated herein, and for the following activities:

- Enhance the knowledge of the services providers to address housing needs;
- Maintain an updated web page to share Agendas, Minutes, Recorded Meetings, Policies and Procedures, resources, training curriculum, reports, and other related documents;
- Act as Secretary to the Board and facilitate monthly meetings, Special Meetings (as needed), and all member meetings twice per year;
- Conduct the Annual Gap Analysis;
- Facilitate the administration of an annual Point-In-Time (PIT) and Housing Inventory Count (HIC) of homeless persons with Advisory Board assistance;
- Set baseline for system performance based on funding;
- Build community awareness inclusive of the needs of all homeless populations;
- Ensure consistent participation in the Homeless Management Information System (HMIS) by recipients and subrecipients and establish a monitoring schedule;
- Complete NorCal CoC-wide funding applications, prepare Resolutions and staff reports (as needed and as directed by the Board and the City of Redding), oversee the Rating and Ranking processes pertaining to funding, process consultant applications, invoices and requests for support materials, services and supplies, and monitor the performance of projects in accordance with the funding contract;
- Perform all duties required by HUD and the City of Redding;
- Develop and provide continuum-wide trainings, including HUD mandated training topics;
- Design, operate and follow a collaborative process for development of applications for funding;
- Report the results of the evaluation outcomes of projects funded under the Emergency Solutions Grant (ESG) Program;
- Provide information required to complete the Consolidated Plan(s) within the NorCal CoC's geographic area;

- Assist the NorCal CoC Advisory Boards with Policies and Procedures, implementation of housing and services systems within its geographic area that meets the needs of the homeless individuals and families; and
- Act as the Fiscal Agent for the NorCal CoC to include applying for grants, receiving grants, subrecipient agreements, tracking of funding, reporting of funding and monitoring subrecipients.

5. Performance Reporting and Oversight

The Administrative Entity will submit reports as follows:

- A. The Associate Project Coordinator will provide verbal reports to the Executive Board on progress on or barriers to achieving objectives identified in Exhibit A, as required, at each working group meeting.
- B. Written reports will be submitted no less frequently than semi-annually. Written reports will follow the agreed upon template and will be prepared by the Administrative Entity. These written reports will be posted to the NorCal CoC website for public transparency and will be sent directly to all funders.

6. Term

- A. The parties acknowledge that this MOU authorizes the Administrative Entity to enter into Grants with HUD and the City during the term of the MOU.
- B. This MOU shall commence on date of September 19, 2023, and shall continue for two (2) years until September 19, 2025, unless this MOU is terminated sooner as permitted under this MOU.
 - i. On or prior to one year prior to the MOU expiration date, the Board must provide written notice to the existing Administrative Entity if it elects to conduct a competitive process to determine the next Administrative Entity.
 - ii. If the Board through its oversight process determines that the Administrative Entity has not satisfactorily corrected material performance deficiencies under a written corrective action plan within the specified timelines, the Board may terminate this MOU with written notice to the Administrative Entity.
 - iii. Should this MOU be terminated before the expiration date by the Board, the Administrative Entity will be allowed to fulfill its obligations under its existing HUD Grant. The MOU termination date will coincide with the expiration date of the HUD Grant occurring immediately following the date of notice of termination.
 - iv. The Administrative Entity may terminate this MOU for any reason by giving the Board 90 days' prior written notice. In this case, the termination date will coincide with the expiration of the Planning Grant occurring immediately following the date of the notice plus one year.

- v. Upon termination for any reason, the Administrative Entity will participate in an expedient and professional transition of knowledge, documents, grants and all other relevant information (even if not identified by name in this document) to the successor entity. This transition will also include a formal training period, term of which will be negotiated by the parties involved, to facilitate the successful transfer of information with the minimal disruption to the NorCal CoC.

7. Modifications and Other Provisions

- A. **Modifications.** Either party may request modifications to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. **Compliance with Applicable Laws.** The parties shall at all times comply with all applicable laws, federal, and state, county, municipal statues, ordinances, and regulations relating to this MOU or which may affect the performance of this MOU.
- C. **Indemnification.** Each party shall be responsible for and indemnify, defend, and hold harmless the other party, from and against any third-party claims arising out of or in connection with (a) the negligent acts or omissions of its respective officers, agents, directors, and employees to the extent allowable by law; and (b) its breach or alleged breach of this MOU.
- D. **Liability.** No officer, member, official, or agent of the NorCal CoC or the Administrative Entity shall be personally liable in connection with this MOU.

In Witness Whereof, City and NorCal CoC have executed this Memorandum of Understanding on the days and year set forth below:

Dated: _____, 2023

CITY OF REDDING,
A MUNICIPAL CORPORATION

BARRY TIPPIN, CITY MANAGER

ATTEST:

APPROVED AS TO FORM:

SHARLENE TIPTON, CITY CLERK

BARRY E. DeWALT, CITY ATTORNEY

Dated: _____, 2023

KRISTEN SCHREDER, NORCAL COC
EXECUTIVE BOARD CHAIR

NORCAL CONTINUUM OF CARE
ADMINISTRATIVE ENTITY MOU

EXHIBIT A – SCOPE OF SERVICES

Term of contract: Two years – September 19, 2023 through September 19, 2025
Administrative Entity Contact Information: City of Redding – Housing Division
Mailing Address: 777 Cypress Avenue, Redding, CA 96001

Deliverables & Activities

(This section will be in force for the full term of the MOU)

The Administrative Entity is responsible for the activities and deliverables outlined in this section. The NorCal CoC Governance Charter may establish processes that the City of Redding must follow when carrying out these activities:

○ Facilitate monthly Board meetings with published agendas, Special Meetings as needed and including All-Member meetings twice a year (578.7(a)).
○ Provide access to participate remotely in Lead Agency hosted meetings.
○ Enhance the knowledge of the service providers to address housing needs.
○ Conduct annual gap analysis.
○ Facilitate the administration of an annual Point-In-Time Count (PIT) and Housing Inventory Count (HIC) of homeless persons with the Advisory Boards.
○ Set baseline for system performance based on funding.
○ Build community awareness inclusive of the needs of all homeless populations.
○ Inform the Executive Board of county program needs based on Gap Analysis.
○ Ensure consistent participation of recipients and sub-recipients in the HMIS; including meetings with HMIS contractors.
○ Complete CoC wide funding applications.
○ Develop and provide Continuum-wide trainings including HUD mandated training topic and other requested trainings.
○ Monitor performance of funding projects in accordance with the funding contract.
○ Design, operate, and follow a collaborative process for development of applications for funding.
○ Prepare resolutions and reports to the City of Redding as needed per needs of Executive Board and City requirements.
○ Oversee the Rating and Ranking processes.
○ Process Consultant applications, invoices and request for support materials, services and supplies.
○ Update, maintain and monitor the NorCal CoC website.
○ Report the results of the evaluation outcomes of projects funded under the Emergency Solutions Grants program (State Program) and the Continuum of Care program to HUD.
○ Ensure the HMIS is administered in compliance with requirements prescribed by HUD and monitor accordingly.
○ Provide information required to complete the Consolidated Plan(s) within the Continuum's geographic area.

<ul style="list-style-type: none"> ○ In consultation with recipients of ESG 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: <ul style="list-style-type: none"> ➤ Policies and procedures for evaluating individuals' and families' eligibility for assistance under this part; ➤ Policies and procedures for determining and prioritizing which individuals and families will receive transitional housing assistance (these policies must include the emergency transfer priority required under Sect. 578.99(j)(8)); ➤ Policies and procedures for determining and prioritizing which eligible individuals and families will receive rapid rehousing assistance (these policies must include the emergency transfer priority required under Sect. 578.99(j)(8)); ➤ Standards for determining what percentage or amount of rent each program participant must pay while receiving rapid rehousing assistance; ➤ Policies and procedures for determining and prioritizing which eligible individuals and families will receive permanent supportive housing assistance (these policies must include the emergency transfer priority required under Sect. 578.99(j)(8)); ➤ Where the Continuum is designated a high-performing community, policies and procedures set forth in 24 CFR 576.400(e)(3)(vi), (e)(3)(vii), (e)(3)(viii), and (e)(3)(iX).
<ul style="list-style-type: none"> ○ Assist the Advisory Boards with county-wide policies and procedures.
<ul style="list-style-type: none"> ○ Act as the Secretary for the Executive Board Meetings.
<ul style="list-style-type: none"> ○ Determine equitable distribution of funds using framework identified under "Funding" when funds are required to have an equitable distribution.
<ul style="list-style-type: none"> ○ Act as the Fiscal Agent for the Continuum; this includes applying for grants, staff reports for city council, receiving grants, subrecipient agreements, tracking funding, reporting funding, monitoring subrecipients.
<ul style="list-style-type: none"> ○ Coordinate, with Advisory Boards, 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: <ul style="list-style-type: none"> ➤ Outreach, engagement, and assessment; ➤ Shelter, housing, and supportive services; and ➤ Prevention strategies.
<ul style="list-style-type: none"> ○ Environmental reviews for all contracts either NEPA or CEQA.
<ul style="list-style-type: none"> ○ Assist with public invitation for new members to join the NorCal CoC; ensure Board adheres to the Governance Charter; act as a resource; assist with the appointment of subcommittees; assist with the update of the Governance Charter; (578.7(a) maintain a website.
<ul style="list-style-type: none"> ○ Establish and monitor performance targets, collaborate with HMIS and Coordinated Entry Lead, Coordinate and implement a housing and service system; provide information to Consolidated Plan administrators.