**CITY OF REDDING**

**PARTICIPATION AGREEMENT**

**THIS CONTRACT (**“Agreement”) is made at Redding, California, by and between the City of Redding as the Administrative Entity for the NorCal Continuum of Care (“AE”), a municipal corporation, and County of Siskiyou, a political subdivision of the State of California (“County”) (collectively, the “Parties” and individually a “Party”) for the purpose of participating in a collaborative effort known as the NorCal Continuum of Care.

**WHEREAS,** the Continuum of Care program is authorized by subtitle C of title IV of the McKinney-Vento Homeless Assistance Act (42 U.S.C 11381-113890) to promote communitywide commitment to the goal of ending homelessness;

**WHEREAS**, the NorCal Continuum of Care ("CoC") was created in response to the McKinney-Vento Homeless Assistance Act and 24 CFR 578.5(a) and was established with representatives from organizations within a seven counties region including the county governments of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou as well as nonprofit homeless assistance providers, victim service providers, faith-based organizations, local 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;

**WHEREAS,** the full membership of the CoC established an Executive Board pursuant to 24 CFR 578.5(b) to act on behalf of the CoC, designated the City of Redding as its Administrative Entity on September 19, 2023 to enter into contracts and manage grant funding on its behalf;

**WHEREAS,** the CoC Executive Board designated United Way of Northern California (“UWNC”) effective January 1, 2024, to act as the contracted agency to operate the CoC’s Homeless Management Information System ("HMIS") and Coordinated Entry System (“CES”) on behalf of the CoC;

**WHEREAS,** the CoC Executive Board approved the 2023-2025 CoC Executive Board Budget and Funding Plan at its March 7, 2024 meeting, which included a Joint Project in the amount of $347,623 to be split among the CoC County Governments and county allocations based on the 2022 Pont-in-Time Count;

**WHEREAS,** the CoC Executive Board has directed the AE to enter into this Agreement with each county of the CoC to set forth terms and conditions under which each county may enjoy the benefit of certain services that AE shall provide ; and

**NOW, THEREFORE**, the Parties covenant and agree, for good consideration hereby acknowledged, as follows:

**SECTION 1.** **DEFINITIONS**

For the purposes of this Agreement, the following definitions shall apply:

1. Administrative Services include overall project management, budgeting, coordination, monitoring, reporting and evaluation of grants. This includes salaries and benefits for personnel engaged in these activities, as well as costs including general legal services. It can also include the costs of goods and services required for program administration, including the rental or purchase of equipment, insurance, utilities, office supplies, and the rental and maintenance (but not purchase) of office space.
2. Collaborative Applicant is the eligible applicant designated by the Continuum of Care (CoC) to collect and submit the: CoC Registration, CoC Consolidated Application (which includes the CoC Application and CoC Priority Listing), and apply for CoC planning funds on behalf of the CoC during the CoC Program Competition.
3. Continuum of Care is a regional or local planning body that coordinates housing and services funding for homeless families and individuals. With regard to this Agreement, CoC means the NorCal Continuum of Care.
4. Coordinated Entry Process ("CEP") is a collaboration of multiple community, government, and faith-based agencies that, collectively, provide services that range from prevention of homelessness to permanent housing placements.
5. Coordinated Entry System ("CES") means a centralized or coordinated process designed to coordinate program participant intake assessment and provision of referrals. A centralized or coordinated assessment system covers the Continuum of Care's geographic area, is easily accessed by individuals and families seeking housing or services, is well advertised, and includes a comprehensive and standardized assessment tool. Pursuant to 24 Code of Federal Regulations ("CFR") 578.7(a)(8).
6. Emergency Solutions Grant Program ("ESG") means funds provided through State of California Department of Housing and Community Development ("HCD") for a variety of activities to address homelessness as authorized under the federal Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009.
7. HMIS System Administrator means United Way of Northern California.
8. Homeless Housing, Assistance Prevention Grant program (“HHAP”) means funds provided through the State of California Interagency Council on Homelessness (“Cal ICH”) for the purpose of organizing and deploying a full array of homelessness programs and resources comprehensively and effectively, and to sustain existing federal, state, and local investments towards long-term sustainability of housing and supportive services (HSC §§ 50232(a) and 50236(a).).
9. Homeless Management Information System ("HMIS") is an information system designated by the CoC to comply with the requirements of CoC Program Interim Rule 24 CFR 578 (07/2012). It is a locally administered data system used to record and analyze client, service and housing data for individuals and families who are experiencing homelessness or at risk of homelessness.
10. "HUD" means United States Department of Housing and Urban Development.
11. HUD Match Funds are the non-federal share of costs that the recipient is required to contribute to accomplish the purposes of the grant. Statutory provisions of the McKinney-Vento Homeless Assistance Act requiring recipients of CoC Program funds to “match” a portion of the CoC funds they receive.

**SECTION 2. ADMINISTRATIVE ENTITY’S ROLE AND SCOPE OF SERVICES**

The City of Redding in its role of the Administrative Agency for the CoC shall provide certain services to satisfaction of the CoC Executive Board that include the following:

* 1. Conduct HMIS and CE System Administration, ensure compliance with requirements prescribed by HUD;
  2. Purchase of the CountingUS Software Application for County PIT surveys;
  3. Subcontract for a PIT and HIC Coordinator;
  4. Act as the Collaborative Applicant;
  5. Provide Administrative Services as requested; and
  6. Utilize HUD Match Funds for designated grant projects identified by the CoC Executive Board.

**SECTION 3.** **RESPONSIBILITIES OF COUNTY**

In order to receive any benefit of and access to the AE services set forth in Section 2 of this Agreement County shall be obligated to comply with the following:

1. Remit payment to AE as prescribed in Section 4. and Section 5. of this Agreement;
2. Participate in the HMIS in order to comply with all pertinent regulations including HUD’s regulation at 24 CFR part 578;
3. Adhere to the HMIS Policies and Procedures Manual attached and incorporated herein as Exhibit B, as may be occasionally amended;
4. Adhere to the CES Policies and Procedures Manual attached and incorporated herein as Exhibit C, as may be occasionally amended; and
5. Submit reports requested by AE for each grant funding reporting requirements.

**SECTION 4.** **COMPENSATION**

A. County shall pay a total amount not to exceed twenty-nine thousand, four hundred and three dollars and ninety-four cents ($29,403.94) for the right to benefit from and for access to the services described in Section 2. of this Agreement.

B. AE shall submit an invoice to County no later than June 30, 2024. County shall make payment within 30 days of receipt of AE’s correct and approved statement or invoice.

**SECTION 5. TERM AND TERMINATION**

A. The initial term of this Agreement shall be for one year, beginning July 1, 2024, and ending June 30, 2025.

B. If County fails to perform its responsibilities set forth herein including but not limited to the County’s responsibility to make the required payment at the prescribed time and in the prescribed manner as described in this Agreement, then this Agreement shall terminate and County shall no longer benefit from and access the services described in Section 2. of this Agreement.

**SECTION 6. INDEMNIFICATION AND HOLD HARMLESS**

A. AE shall defend, indemnify and hold harmless County from and against all claims, suits, and actions for any loss, damage, injury to persons or property which arises from any negligent act or omission of the AE or any authorized subcontractor or any of their employees or agents in the performance of their services under this Agreement.

B. County shall defend, indemnify and hold harmless AE, its elected officials, officers, employees, agents, contractors, and volunteers from and against all claims, suits, and actions for any loss, damage, injury to persons or property which arises from any negligent act or omission of the County or any authorized subcontractor or any of their employees or agents in the performance of their services under this Agreement.

C. The obligation to indemnify, protect, defend, and hold harmless set forth in this Section applies to all claims and liability regardless of whether any insurance policies are applicable. The policy limits of said insurance policies do not act as a limitation upon the amount of indemnification to be provided by County.

D. AE shall have the right to approve or disapprove the legal counsel retained by County pursuant to this Section to represent AE’s interests. AE shall be reimbursed for all costs and attorney's fees incurred by AE in enforcing the obligations set forth in this Section.

**SECTION 7. CONTRACT INTERPRETATION, VENUE AND ATTORNEY FEES**

A. This Agreement shall be deemed to have been entered into in Redding, California. All questions regarding the validity, interpretation or performance of any of its terms or of any rights or obligations of the parties to this Agreement shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.

B. This document, including all exhibits, contains the entire Agreement between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Agreement. This Agreement shall not be altered, amended or modified except by a writing signed by AE and County. No verbal agreement or conversation with any official, officer, agent or employee of AE, either before, during or after the execution of this Agreement, shall affect or modify any of the terms or conditions contained in this Agreement, nor shall any such verbal agreement or conversation entitle County to any additional payment whatsoever under the terms of this Agreement.

C. No covenant or condition to be performed by County under this Agreement can be waived except by the written consent of AE. Forbearance or indulgence by AE in any regard whatsoever shall not constitute a waiver of the covenant or condition in question. Until performance by County of said covenant or condition is complete, AE shall be entitled to invoke any remedy available to AE under this Agreement or by law or in equity despite said forbearance or indulgence.

D. If any portion of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

E. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof. A waiver of any party of any provision or a breach of this Agreement must be provided in writing, and shall not be construed as a waiver of any other provision or any succeeding breach of the same or any other provisions herein.

F. Each Party hereto declares and represents that in entering into this Agreement, it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each Party further declares and represents that this Agreement is made without reliance upon any statement or representation not contained herein of any other Party or any representative, agent or attorney of the other Party. The Parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms, and conditions of this Agreement and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the Parties. Accordingly, no party shall be deemed to have been the drafter hereof, and the principle of law set forth in Civil Code § 1654 that contracts are construed against the drafter shall not apply.

G. Each of the Parties hereto hereby irrevocably waives any and all right to trial by jury in any action, proceeding, claim or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Agreement or the transactions contemplated hereby. Each Party further waives any right to consolidate any action which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.

1. In the event of a conflict between the term and conditions of the body of this Agreement and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Agreement proper shall prevail. In the event of a conflict between the terms and conditions of any two or more exhibits or attachments hereto, those prepared by AE shall prevail over those prepared by County.

**SECTION 8. SURVIVAL**

The provisions set forth in Section 5. through Section 7., inclusive, of this Agreement shall survive termination of the Agreement.

**SECTION 9. COMPLIANCE WITH LAWS - NONDISCRIMINATION**

A. County shall comply with all applicable laws, ordinances and codes of federal, state and local governments.

B. In the performance of this Agreement, County shall not discriminate against any employee or applicant for employment because of race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. County shall take affirmative action to ensure applicants are employed and that employees are treated during their employment without regard to their race, color, ancestry, national origin, religious creed, sex, sexual orientation, disability, age, marital status, political affiliation, or membership or nonmembership in any organization. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

**SECTION 10. REPRESENTATIVES**

A. AE’s representative for this Agreement is Shawnna Flanigan, telephone number (530) 225-4299, email norcalcoc@cityofredding.org. All of County’s questions pertaining to this Agreement shall be referred to the above-named person, or to the representative's designee.

B. County’s representative for this Agreement is Maddelyn Bryan, telephone number (530) 841-2748, email [mcbryan@co.siskiyou.ca.us](mailto:mcbryan@co.siskiyou.ca.us). All of AE’s questions pertaining to this Agreement shall be referred to the above-named person.

C. The representatives set forth herein shall have authority to give all notices required herein.

**SECTION 11. NOTICES**

1. All notices, requests, demands and other communications hereunder shall be deemed given only if in writing signed by an authorized representative of the sender (may be other than the representatives referred to in Section 10. and delivered by facsimile, with a hard copy mailed first class, postage prepaid; or when sent by a courier or an express service guaranteeing overnight delivery to the receiving party, addressed to the respective parties as follows:

|  |  |
| --- | --- |
| **To AE:**  Shawnna Flanigan  Associate Project Coordinator  City of Redding  777 Cypress Avenue  Redding, CA 96001  [norcalcoc@cityofredding.org](mailto:norcalcoc@cityofredding.org) | **To County:**  Sarah Collard, PhD.  County of Siskiyou Health and Human Services Agency  2060 Campus Drive  Yreka, CA 96097  [scollard@co.siskiyou.ca.us](file:///\\ci.redding.ca.us\HousingDrive\Redev\16%20-%20HOMELESS%20SERVICES\COC-Continuum%20of%20Care\Contracts\Participation%20Agreements\scollard@co.siskiyou.ca.us) |

B. Either party may change its address for the purposes of this paragraph by giving written notice of such change to the other party in the manner provided in this Section.

C. Notice shall be deemed effective upon: 1) personal service; 2) two calendar days after mailing or transmission by facsimile, whichever is earlier.

**SECTION 12. AUTHORITY TO CONTRACT**

Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Agreement on behalf of the respective parties to this Agreement; that they have full right, power and lawful authority to undertake all obligations as provided in this Agreement; and that the execution, performance and delivery of this Agreement by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Agreement.

**SECTION 13. EEFECTIVE DATE OF AGREEMENT**

The effective date of this Agreement shall be July 1, 2024.

**IN WITNESS WHEREOF**, AE and County have executed this Agreement on the days and year set forth below:

**CITY OF REDDING,**

**A Municipal Corporation**

**Dated: \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**By: BARRY TIPPIN, City Manager**

**ATTEST: APPROVED AS TO FORM:**

**NATALIA K. EBERSOLE**

**Assistant City Attorney**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**SHARLENE TIPTON, City Clerk By:**

**Tax ID No.: 94-6000537**

**COUNTY OF SISKIYOU**

**Angela Davis, County Administrator (Date)**

**APPROVED AS TO LEGAL FORM:**

**Natalie E. Reed, County Counsel (Date)**

**APPROVED AS TO ACCOUNTING FORM:**

**Fund Org Account**

1001 101010 752500 $19,700.35

2120 501010 752500 $3,234.53

2122 401030 752500 $3,234.53

2121 401015 752500 $3,234.53

**If not to exceed, include amount not to exceed: $**29,403.94

**Encumbrance number (if applicable): APPROVED AS TO INSURANCE REQUIREMENTS:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Diane Olson, Auditor-Controller (Date) Hayley Hudson, Risk Management (Date)**

**CITY OF REDDING**

**PARTICIPATION AGREEMENT**

**EXHIBIT A - SCOPE OF SERVICE FOR BOTH PARTIES**

SCOPE OF SERVICE - The CoC Executive Board has directed the AE to enter into the Agreement on behalf of the CoC Executive Board to assist in the Coordination and Compliance of the CoC.

AE will do the following on behalf of the CoC Executive Board to maintain CoC Coordination and Compliance:

1. HMIS and CE System Administration, compliance with requirements prescribed by HUD;
2. Purchase of the CountingUS Software Application for County PIT surveys;
3. Subcontract for a PIT and HIC Coordinator;
4. Act as the Collaborative Applicant;
5. Provide Administrative Services as requested; and
6. Utilize HUD Match Funds for designated grant projects identified by the CoC Executive Board.

The County shall:

1. Compensate AE as prescribed in Section 4. and Section 5. of this Agreement;
2. Participate in the HMIS to comply with all pertinent regulations including HUD’s regulation at 24 CFR part 578;
3. Adhere to the HMIS Policies and Procedures Manual attached and incorporated herein as Exhibit B, as may be occasionally amended;
4. Adhere to the CES Policies and Procedures Manual attached and incorporated herein as Exhibit C, as may be occasionally amended; and
5. Submit reports requested by the AE for each grant funding reporting requirements.