

CITY OF REDDING FUNDING AGREEMENT

THIS CONTRACT is made at Redding, California, by and between the City of Redding as the Administrative Entity for the NorCal Continuum of Care, a municipal corporation (“AE”), and County of Siskiyou through its department of Health and Human Services, a political subdivision of the State of California (“Provider”) for the purpose of utilizing Homeless Housing, Assistance, and Prevention Program Round 4 (“HHAP-4” or “Program”) funds.

WHEREAS, AE has allocated HHAP-4 funds to Provider for the specific purposes set forth herein; and

WHEREAS, AE has allocated said funds for the sole purpose of supporting Provider’s delivery of services and programs to AE’s residents as set forth herein.

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

SECTION 1. PROVIDER SERVICES

- A. AE and Provider agree that all services pursuant to this Contract will be performed by Provider in accordance with the terms and conditions (as applicable) set forth in Standard Agreement No: 23-HHAP-10045 executed on December 4, 2023 between the City of Redding and the California Interagency on Homelessness in the Business, Consumer Services and Housing Agency enclosed herein as Exhibit “A” and incorporated hereby by reference.

Exhibit A: Standard Agreement Number 23-HHAP-10045

- B. Subject to all applicable terms and conditions as set forth in this Contract, Provider shall provide to AE the services described in Exhibit B, attached and incorporated herein. Provider shall provide the services at the time, place and in the manner specified in Exhibit B. Provider shall provide a monthly report to AE no later than the 20th of each month in the form set forth in Exhibit D, attached and incorporated herein.

SECTION 2. COMPENSATION AND REIMBURSEMENT OF COSTS

- A. AE shall pay Provider for services rendered pursuant to this Contract, at the times and in the manner set forth in Exhibit C, attached and incorporated herein, in a total amount not to exceed two hundred and sixty-five thousand, four hundred and ninety dollars and sixty-eight cents (**\$265,490.68**). The payments specified herein shall be the only payments to be made to Provider for services rendered pursuant to this Contract.

- B. Provider shall submit a completed Request for Funds (“RFF”) set forth in Exhibit G to AE for services pursuant to Exhibits B, C, D and E included within this Contract.
- C. All correct, complete and undisputed RFF’s sent by Provider to AE shall be paid within thirty (30) calendar days of receipt.

SECTION 3. TERM AND TERMINATION

- A. Provider shall commence upon a fully signed Contract and complete said work no later than December 31, 2026.
- B. If Provider fails to perform its duties to the satisfaction of AE, or if Provider fails to fulfill in a timely and professional manner its obligations under this Contract, then AE shall have the right to terminate this Contract effective immediately upon AE giving written notice thereof to Provider.
- C. Either Party may terminate this Contract without cause on thirty (30) calendar days’ written notice. Notwithstanding the preceding, if the term set forth in Section 3.A. of this Contract exceeds ninety (90) calendar days in duration, Provider’s sole right to terminate shall be limited to termination for cause.
- D. Provider hereby acknowledges and agrees that the obligation of AE to pay under this Contract is contingent upon the availability of AE’s funds which are appropriated or allocated by the City Council. Should the funding for the project and/or work set forth herein not be appropriated or allocated by the City Council, AE may terminate this Contract by furnishing at least thirty (30) calendar days’ written notice of its intention to terminate. In the event of a termination pursuant to this subdivision, Provider shall not be entitled to a remedy of acceleration of payments due over the term of this Contract. The Parties acknowledge and agree that the power to terminate described herein is required by Article 16, Section 18, of the California Constitution, and that constitutional provision supersedes any law, rule, regulation or statute which conflicts with the provisions of this Section.
- E. In the event that AE gives notice of termination, Provider shall promptly provide to AE any and all finished and unfinished reports, data, studies, photographs, charts or other work product prepared by Provider pursuant to this Contract. AE shall have full ownership, including, but not limited to, intellectual property rights, and control of all such finished and unfinished reports, data, studies, photographs, charts or other work product.
- F. In the event that AE terminates the Contract, AE shall pay Provider the reasonable value of services rendered by Provider pursuant to this Contract. Provider shall, not later than ten (10) calendar days after termination of this Contract by AE, furnish to AE such financial information as in the judgment of the AE’s representative is necessary to determine the reasonable value of the services rendered by Provider.

- G. In no event shall the termination or expiration of this Contract be construed as a waiver of any right to seek remedies in law, equity or otherwise for a Party's failure to perform each obligation required by this Contract.

SECTION 4. MISCELLANEOUS TERMS AND CONDITIONS OF CONTRACT

- A. All Provider records with respect to any matters covered by this Contract shall be made available to AE, state, and/or federal authorities or any authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit/monitoring reports must be fully cleared by Provider within 30 days after receipt of notice of deficiency or deficiencies by Provider. Failure of Provider to comply with the above audit/monitoring requirements will constitute a violation of this Contract and may result in the withholding of future payments.
- B. Provider hereby agrees to have an annual agency audit conducted in accordance with current AE policy concerning provider and be prepared to provide a copy of that audit upon request.
- C. Provider shall, during the entire term of this Contract, be construed to be an independent contractor and nothing in this Contract is intended, nor shall it be construed, to create an employer/employee relationship, association, joint venture relationship, trust or partnership or to allow AE to exercise discretion or control over the professional manner in which Provider performs under this Contract. Any and all taxes imposed on Provider's income, imposed or assessed by reason of this Contract or its performance, including but not limited to sales or use taxes, shall be paid by Provider. Provider shall be responsible for any taxes or penalties assessed by reason of any claims that Provider is an employee of AE. Provider shall not be eligible for coverage under AE's workers' compensation insurance plan, benefits under the Public Employee Retirement System or be eligible for any other AE benefit.
- D. No provision of this Contract is intended to, or shall be for the benefit of, or construed to create rights in, or grant remedies to, any person or entity not a party hereto.
- E. Payment of said funds shall be made in accordance with a schedule established by the Finance Officer of the City of Redding. Exhibit G attached and incorporated herein, is to be used by Provider as a request for funds.
- F. Drawdowns for the payment of eligible expenses shall be made against the line budget items specified in Exhibit C and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Exhibit C and in accordance with performance. All eligible expenses must be reported and drawn in a timely manner within the timeframe as described in 3A of this Contract. Reporting of program expenses, including "zero" expenses, and drawdown requests will be

accompanied by program statistics as outlined in Exhibit G. This Exhibit shall be submitted as an invoice for HHAP funds expended within the reporting period and it must be accompanied by documents that adequately justify the reported expenses. Documentation may include, but is not limited to copies of receipts, bills, invoices, payroll reports, timecards, and/or program financial statements as appropriate. At its discretion, the AE may request additional supporting documentation for the purposes of accepting Exhibit G and approving any request for reimbursement.

- G. Provider shall maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by AE to assure proper accounting for all project funds. These records shall be made available for audit purposes to state and federal authorities, or any authorized representative of AE. Provider shall retain such records for three (3) years after the expiration of this Contract, unless prior permission to destroy them is granted by AE.
- H. Provider shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of Provider's profession. All products of whatsoever nature which Provider delivers to AE pursuant to this Contract shall be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing the profession of Provider and its agents, employees and subcontractors assigned to perform the services contemplated by this Contract.
- I. All completed reports and other data or documents, or computer media including diskettes, and other materials provided or prepared by Provider in accordance with this Contract are the property of AE, and may be used by AE. AE shall have all intellectual property rights including, but not limited to, copyright and patent rights, in said documents, computer media, and other materials provided by Provider. AE shall release, defend, indemnify and hold harmless Provider from all claims, costs, expenses, damage or liability arising out of or resulting from AE's use or modification of any reports, data, documents, drawings, specifications or other work product prepared by Provider, except for use by AE on those portions of the AE's project for which such items were prepared.
- J. Provider, including its employees, agents, and sub-providers, shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Contract. Provider shall comply with all requirements of the Political Reform Act (Government Code § 8100 et seq.) and other laws relating to conflicts of interest, including the following: 1) Provider shall not make or participate in a decision made by AE if it is reasonably foreseeable that the decision may have a material effect on Provider's economic interest, and 2) if required by the City Attorney, Provider shall file financial disclosure forms with the City Clerk.

SECTION 5. INSURANCE

- A. Unless modified in writing by AE's Risk Manager, Provider shall maintain the following noted insurance during the duration of the Contract:

<u>Coverage</u>	<u>Required</u>	<u>Not Required</u>
Commercial General Liability	x	
Comprehensive Vehicle Liability	x	
Workers' Compensation and Employers' Liability	x	
Professional Liability (Errors and Omissions)	x	

(Place an "x" in the appropriate box)

- B. Coverage shall be at least as broad as:

1. Insurance Services Office form number CG-0001, Commercial General Liability Insurance, in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, personal injury and property damage;
2. Insurance Services Office form number CA-0001 (Ed. 1/87), Comprehensive Automobile Liability Insurance, which provides for total limits of not less than \$1,000,000 combined single limits per accident applicable to all owned, non-owned and hired vehicles;
3. Statutory Workers' Compensation required by the Labor Code of the State of California and Employers' Liability Insurance in an amount not less than \$1,000,000 per occurrence. Both the Workers' Compensation and Employers' Liability policies shall contain the insurer's waiver of subrogation in favor of AE, its elected officials, officers, employees, agents and volunteers;
4. Professional Liability (Errors and Omissions) Insurance, appropriate to Provider's profession, against loss due to error or omission or malpractice in an amount not less than \$1,000,000.
5. The AE does not accept insurance certificates or endorsements with the wording "but only in the event of a named insured's sole negligence" or any other verbiage limiting the insured's insurance responsibility.

- C. Any deductibles or self-insured retentions must be declared to and approved by AE. At the option of the AE, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the AE, its elected officials, officers, employees, agents and volunteers; or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

- D. The General Liability shall contain or be endorsed to contain the following provisions:
1. AE, its elected officials, officers, employees, and agents are to be covered as additional insured as respects liability arising out of work or operations performed by or on behalf of Provider; premises owned, leased or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to AE, its elected officials, officers, employees, agents and volunteers.
 2. The insurance coverage of Provider shall be primary insurance as respects AE, its elected officials, officers, employees, agents and volunteers. Any insurance or self-insurance maintained by AE, its elected officials, officers, employees, agents and volunteers, shall be in excess of Provider's insurance and shall not contribute with it.
 3. Coverage shall state that the insurance of Provider shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 4. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be canceled except after thirty (30) calendar days' prior written notice has been given to AE. In addition, Provider agrees that it shall not reduce its coverage or limits on any such policy except after thirty (30) calendar days' prior written notice has been given to AE.
- E. Insurance is to be placed with insurers with a current A.M.Best's rating of no less than A-VII.
- F. Provider shall designate the City of Redding, 777 Cypress Avenue, Redding, CA 96001 as a Certificate Holder of the insurance. Provider shall furnish AE with certificates of insurance and original endorsements effecting the coverages required by this clause. Certificates and endorsements shall be submitted electronically via the PINS Advantage system. A link will be provided for the Provider, or their insurance agent, to enter and upload documents directly to PINS Advantage. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved in PINS Advantage by the AE's Risk Manager prior to the commencement of contracted services. AE may withhold payments to Provider if adequate certificates of insurance and endorsements required have not been submitted as described above or provided in a timely manner.
- G. The requirements as to the types and limits of insurance coverage to be maintained by Provider as required by Section 5 of this Contract, and any approval of said insurance by AE, are not intended to and will not in any manner limit or qualify the liabilities and obligations otherwise assumed by Provider pursuant to this Contract, including, without limitation, provisions concerning indemnification.

- H. If any policy of insurance required by this Section is a “claims made” policy, pursuant to Code of Civil Procedure § 342 and Government Code § 945.6, Provider shall keep said insurance in effect for a period of eighteen (18) months after the termination of this Contract.
- I. If any damage, including death, personal injury or property damage, occurs in connection with the performance of this Contract, Provider shall immediately notify AE’s Risk Manager by telephone at (530) 225-4068. No later than three (3) calendar days after the event, Provider shall submit a written report to AE’s Risk Manager containing the following information, as applicable: 1) name and address of injured or deceased person(s); 2) name and address of witnesses; 3) name and address of Provider’s insurance company; and 4) a detailed description of the damage and whether any AE property was involved.

SECTION 6. INDEMNIFICATION AND HOLD HARMLESS

- A. Consistent with California Civil Code § 2782.8, when the services to be provided under this Contract are design professional services to be performed by a design professional, as that term is defined under Section 2782.8, Provider shall, to the fullest extent permitted by law, indemnify protect, defend and hold harmless, AE, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney’s fees of the City Attorney or legal counsel retained by AE, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of, or resulting from, directly or indirectly, the negligence, recklessness, or willful misconduct of Provider, its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the AE.
- B. Other than in the performance of professional services by a design professional, which is addressed solely by subdivision (A) of this Section, and to the fullest extent permitted by law, Provider shall indemnify protect, defend and hold harmless, City, its elected officials, officers, employees, and agents, and each and every one of them, from and against all actions, damages, costs, liability, claims, losses, penalties and expenses (including, but not limited to, reasonable attorney’s fees of the City Attorney or legal counsel retained by AE, expert fees, litigation costs, and investigation costs) of every type and description to which any or all of them may be subjected by reason of the performance of the services required under this Contract by Provider its officers, employees or agents in the performance of professional services under this Contract, except when liability arises due to the sole negligence, active negligence or misconduct of the AE.

- C. The Provider's obligation to defend, indemnify and hold harmless shall not be excused because of the Provider's inability to evaluate liability. The Provider shall respond within thirty (30) calendar days to the tender of any claim for defense and indemnity by the AE, unless this time has been extended in writing by the AE. If the Provider fails to accept or reject a tender of defense and indemnity in writing delivered to AE within thirty (30) calendar days, in addition to any other remedy authorized by law, the AE may withhold such funds the AE reasonably considers necessary for its defense and indemnity until disposition has been made of the claim or until the Provider accepts or rejects the tender of defense in writing delivered to the AE, whichever occurs first. This subdivision shall not be construed to excuse the prompt and continued performance of the duties required of Provider herein.
- D. AE shall have the right to approve or disapprove the legal counsel retained by Provider 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 Contract 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 Contract shall be governed by California law. If any claim, at law or otherwise, is made by either party to this Contract, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
- B. This document, including Exhibit A through Exhibit G, contains the entire Contract between the parties and supersedes whatever oral or written understanding each may have had prior to the execution of this Contract. This Contract shall not be altered, amended or modified except by a writing signed by AE and Provider. No verbal agreement or conversation with any official, officer, agent or employee of AE, either before, during or after the execution of this Contract, shall affect or modify any of the terms or conditions contained in this Contract, nor shall any such verbal agreement or conversation entitle Provider to any additional payment whatsoever under the terms of this Contract.
- C. No covenant or condition to be performed by Provider under this Contract 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 Provider of said covenant or condition is complete, AE shall be entitled to invoke any remedy available to AE under this Contract or by law or in equity despite said forbearance or indulgence.
- D. If any portion of this Contract or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Contract shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

- E. The headings in this Contract 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 Contract 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 Contract, 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 Contract 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 Contract and that the decision of whether or not to seek the advice of counsel with respect to this Contract 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 Contract 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.
- H. In the event of a conflict between the term and conditions of the body of this Contract and those of any exhibit or attachment hereto, the terms and conditions set forth in the body of this Contract proper shall prevail. Notwithstanding the foregoing, in the event of any conflict between the term and conditions of the body of this Contract and the payment provisions contained in Exhibit C, the terms in Exhibit C 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 Provider.

SECTION 8. SURVIVAL

The provisions set forth in Sections 3 through 7, inclusive, of this Contract shall survive termination of the Contract.

SECTION 9. COMPLIANCE WITH LAWS - NONDISCRIMINATION

- A. Provider shall comply with all applicable laws, ordinances and codes of federal, state and local governments.
- B. In the performance of this Contract, Provider 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 non-membership in any organization. Provider 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 non-membership 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 Contract is Shawna Flanigan, Associate Project Coordinator, telephone number (530) 225-4299, fax number (530) 245-7160, and email norcalcoc@cityofredding.org. All of Provider's questions pertaining to this Contract shall be referred to the above-named person, or to the representative's designee.
- B. Provider's representative for this Contract is Maddelyn Bryan, telephone number (530) 841-2748, email mbryan@co.siskiyou.ca.us. All of AE's questions pertaining to this Contract 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

- A. 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 email, or 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: Shawna Flanigan Associate Project Coordinator City of Redding 777 Cypress Ave. Redding, CA 96001 norcalcoc@cityofredding.org	To Provider: Sarah Collard, PhD. County of Siskiyou Health and Human Services Agency 2060 Campus Drive Yreka, CA 96097 scollard@co.siskiyou.ca.us
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- 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

- A. Each of the undersigned signatories hereby represents and warrants that they are authorized to execute this Contract on behalf of the respective parties to this Contract; that they have full right, power and lawful authority to undertake all obligations as provided in this Contract; and that the execution, performance and delivery of this Contract by said signatories has been fully authorized by all requisite actions on the part of the respective parties to this Contract.
- B. When the Mayor is signatory to this Contract, the City Manager and/or the Department Director having direct responsibility for managing the services provided herein shall have authority to execute any amendment to this Contract which does not increase the amount of compensation allowable to Provider or otherwise substantially change the scope of the services provided herein.

SECTION 13. EFFECTIVE DATE OF CONTRACT

The effective date of this Contract shall be the date it is signed by AE.

IN WITNESS WHEREOF, AE and Provider have executed this Contract 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:

**CHRISTIAN M. CURTIS
City Attorney**

SHARLENE TIPTON, City Clerk

By:

PROVIDER

Dated: _____, 20____

**By: MICHAEL KOBSEFF, Board Chair
Board of Supervisors
County of Siskiyou
State of California**

**ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors**

Tax ID No.: 94-6000537

By: _____
Deputy