

**AGREEMENT BETWEEN THE CITY OF CHICO AND
THE HOUSING AUTHORITY OF THE COUNTY OF BUTTE
FOR USE OF CITY FUNDS FOR
ADMINISTRATION OF THE BUTTE COUNTY CONTINUUM OF CARE**

THIS AGREEMENT, is made and entered into July 1, 2017, by and between the City of Chico, a California charter city ("City"), and the Housing Authority of the County of Butte, a Public Corporation created pursuant to Section 34200 *et seq.* of the Health and Safety Code ("Housing Authority"). City and Housing Authority are sometimes hereinafter individually referred to as a "Party" and collectively referred to as "Parties."

WHEREAS, the U. S. Department of Housing and Urban Development ("HUD") requires that a geographic area create and administer a Continuum of Care ("COC") to be eligible for HUD funding to reduce the number of homeless individuals in the area; and

WHEREAS, various entities of Butte County established the Butte County Homeless Continuum of Care Council ("COC Council") to guide the Butte County Continuum of Care ("BCOC"); and

WHEREAS, the City is a member of the COC Council and along with other COC Council members has entered into a Memorandum of Understanding with the Housing Authority to provide administrative and staff support to the COC Council; and

WHEREAS, the City has allocated funds as specified in attached Exhibit "A", for the administration and operation expenses incurred in the operation of the BCOC as set forth herein.

NOW, THEREFORE, it is mutually agreed by the City and Housing Authority as follows:

1. PROGRAMS AND SERVICES

Housing Authority will provide administrative support as set forth in attached Exhibit "A", entitled "Statement of Services for Use of Funds for the Butte Continuum of Care."

2. TERM/TERMINATION

A. TERM. The term of this Agreement shall be for that period set forth in Exhibit "A". If City approves subsequent funding for Housing Authority, or the parties otherwise desire to extend the term hereof, this Agreement may be extended by a written amendment signed by both parties.

B. TERMINATION. In addition to the provisions set forth in Section 15 hereof, this Agreement may be terminated as follows:

(1) City may, at its sole discretion, terminate this Agreement and Housing Authority's funding upon ninety (90) days written notice that adequate City funding is not available for payment or for Housing Authority's failure to adequately perform its obligations

under this Agreement. Housing Authority may terminate Agreement at any time subject to Housing Authority first complying with all applicable provisions of this Agreement.

(3) Either party may terminate this Agreement if for any reason the timely completion of the work/services to be provided under this Agreement is rendered improbable, infeasible, or impossible. Either party may terminate this Agreement for non-performance by the other party of any material provision of this Agreement.

(4) In the event this Agreement is terminated, as provided in this section, Housing Authority agrees to and shall immediately return to City any and all unexpended and unencumbered funds. Further, Housing Authority shall comply with the provisions of Section 4 of this Agreement relating to Reversion of Assets.

3. FUNDING

Funding for the term of this Agreement shall be the amount allocated and approved by the City Council set forth in Exhibit "A".

4. USE OF FUNDS / REVERSION OF ASSETS

Use of City's funds allocated hereunder to Housing Authority shall be subject to the following express terms and conditions:

A. Any funds paid to Housing Authority shall be used solely for the purposes set forth in Exhibit "A".

B. Housing Authority shall comply with all applicable uniform administrative requirements set forth in 2 CFR part 200, which are expressly incorporated in their entirety into this Agreement, and to which Housing Authority expressly acknowledges having read, agreed to, and understands. All expenditures of City funds by Housing Authority shall be made strictly within the limitations of the 2 CFR part 200 which, as of the date of this Agreement, may be found here: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

C. Notwithstanding anything herein above to the contrary, any exceptions or special provisions relating to this Agreement shall be as set forth in Exhibit "A".

D. Funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

E. Any Program Income generated shall be returned to the City at the end of the Agreement term.

F. Upon the expiration or termination of the Agreement, Housing Authority shall transfer to the City any funds on hand at the time of expiration and any accounts receivable attributable to the use of funds provided under this Agreement, unless otherwise agreed to by the City in writing.

5. DISBURSEMENT OF FUNDS

Housing Authority shall receive payment of such funds not more frequently than on a monthly basis contingent upon City's receipt of a completed Disbursement Request, as shown in Exhibit "B". Payment shall be subject to submission by Housing Authority and approval by the City Manager of any documents required pursuant to this Agreement.

6. DOCUMENTS, REPORTS AND RECORDS

A. Housing Authority shall maintain all records required by 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement.

B. Housing Authority shall at all times maintain a complete and current set of financial and statistical records of all its activities, which shall include, but shall not be limited to, those specifically set forth below or otherwise mentioned herein, and which shall in particular reflect clearly the application and use of funds paid to it by City. All such records shall be in a form satisfactory to the City Manager and the Finance Director and shall be subject to inspection by the City Manager or audit by the Finance Director, or their designees, at any reasonable time during the normal and usual business hours of Housing Authority.

C. Recognizing that Housing Authority may from time to time render services to recipients which are highly personal and confidential in nature, City, in its dealings with Housing Authority, will at all times maintain the confidentiality of those records and will not require a public record to be made or provided that will serve to violate the confidentiality requirements of Housing Authority, subject to the requirements of applicable law. Any inspection or audit shall be made by the City Manager, the Finance Director or their designees.

D. Housing Authority shall submit to City any independent audits of its program within thirty (30) days of receipt. Such audits may be used by City in place of or in addition to any audit performed by City.

E. Housing Authority shall retain all documents pertaining to this Agreement for a period of five (5) years after this Agreement's termination (or for any further period that is required by law) and until all Federal or City audits are complete and exceptions resolved for this Agreement's funding period. Upon request, Housing Authority shall make these records available to authorized representatives of the City and the United States Government.

7. ON-SITE MONITORING

Authorized representatives of HUD and City shall have the opportunity to monitor Housing Authority's performance under this Agreement at the site where such performance is being conducted to ensure that the program is meeting the requirements of this agreement. Such monitoring may include but is not limited to observation of services provided, interviews with Housing Authority personnel and staff involved in project operations and validation of source data used in the preparation of reports to City.

The City will advise Housing Authority in writing of any monitoring concerns or findings within thirty (30) days after a monitoring visit. Housing Authority shall respond to the concerns/findings within ten (10) days.

8. HOLD HARMLESS CLAUSE

Housing Authority shall hold City, its officers, boards and commissions, and members thereof, its employees and agents harmless of and free from any and all liabilities which might arise out of or relating to this Agreement. Should City or any of its officers, boards and commissions, and members thereof, its employees or agents, be named in any suit, or should any claim be made against it or any of them by suit or otherwise, whether the same may be groundless or not, arising out of or relating to this Agreement, Housing Authority shall defend City and said officers, boards and commissions, and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them. If a claim for damages is filed against City, its boards, commissions, members, employees or agents for any work under this contract by the Housing Authority of the County of Butte, City will forward the claim immediately to the Housing Authority for defense of City by the Housing Authority. Housing Authority shall be solely responsible for the payment of all defense costs, settlement costs or judgments.

9. INSURANCE PROVISIONS

Concurrently with the execution of this Agreement, Housing Authority shall, at its sole cost and expense, obtain commercial general liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with a Best rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with a rating of "A," which insures City, City's boards and commissions and members thereof, and City's officers, employees, and agents against any liabilities arising out of this Agreement and/or Housing Authority's use of the Funding as provided for by this Agreement. All such insurance shall be in the form or forms approved by the City, shall be in an amount of at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5000, and shall include policy endorsements which name City, City's boards and commissions and members thereof, and City's officers, employees, and agents as additional insureds under the coverage afforded, and that such insurance is primary to any other insurance available to City. In addition, such insurance shall include a severability of interests (cross liability) clause and shall afford to City at least 30 days prior notice of cancellation or material change in coverage.

Upon execution of this Agreement, a copy of the insurance policy or policies required herein shall be delivered by Housing Authority to City for approval as to form and sufficiency. Upon request of City, Housing Authority also shall furnish City with a certified copy of the Memorandum of Coverage issued by Housing Authority's risk sharing pool detailing the coverage, conditions and exclusions of its liability coverage program.

Following execution of this Agreement, City may, based on an increase in the Consumer Price Index or by reason of the number or types of claims which have or might result from this Agreement and/or Housing Authority's use of Funding provided for by this Agreement, require Housing Authority to increase the limits of the liability insurance coverage required by this section; provided that City shall serve Housing Authority with a notice of any change or increase

in the limits of liability insurance coverage at least 30 days prior to the date that such increased insurance coverage must be in effect.

10. LEGAL COMPLIANCES

Housing Authority shall at all times during the term of this Agreement comply with all legal requirements, including any applicable Federal, State or City regulations, and shall secure at its full cost and expense any and all permits, applications or other requirements in connection therewith.

11. NON-DISCRIMINATION/EQUAL OPPORTUNITY/FAIR HOUSING

A. Housing Authority shall comply with federal civil rights laws including, but not limited to Title VI of the Civil Rights Act of 1964, as amended (non-discrimination); Section 109 of the Housing and Community Development Act of 1974, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; and Title VIII of the Civil Rights Act of 1968, as amended (the Fair Housing Act). If the Housing Authority has 15 or more employees, Housing Authority must designate a Section 504 Coordinator, establish grievance procedures and include non-discrimination notices in informational, advertising and marketing materials for HUD funded activities.

B. Housing Authority shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of sex, race, creed, color, national origin or ancestry, age, familial or marital status, medical condition, genetic information, gender, source of income, veteran status or disability. This requirement shall apply 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, including apprenticeship.

C. No person shall, on the ground of race, sex, creed, color, national origin, age, marital status or disability, be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this Agreement.

12. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Housing Authority shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

13. SUBCONTRACTS

The Housing Authority shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of City prior to the execution of such agreement.

14. ASSIGNABILITY.

The Housing Authority shall not assign or transfer any interest in this Agreement without the prior written consent of City thereto; provided, however, that claims for money due or to become due to the Housing Authority from City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

15. DEFAULTS; REMEDIES.

A. ENFORCEMENT BY CITY DUE TO DEFAULT BY HOUSING AUTHORITY. In the event Housing Authority materially fails to comply with any term of this Agreement, City may take one or more of the actions provided under the CFR, including 2 CFR 200.338-.342 relating to "Remedies for Noncompliance," or City may avail itself of any other remedies available at law or equity for breach of this Agreement.

B. RECAPTURE. Housing Authority shall have the affirmative obligation to repay, and City shall have the affirmative right to recapture from Housing Authority all (or any portion of) Funding disbursed to Housing Authority hereunder in the event of Housing Authority's default hereunder or in the event Housing Authority refuses to accept or fails to comply with any conditions which may subsequently be imposed by HUD for the operation of the CDBG Program.

16. COURT COSTS

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any Party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such Party of any of all of such other rights, powers or remedies. In the event legal action shall be necessary to enforce any term, covenant or condition herein contained, the Party prevailing in such action, whether reduced to judgment or not, shall be entitled to its reasonable court costs, including accountants' fees, if any, and attorneys' fees expended in such action. The venue for any litigation shall be Butte County, California.

17. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

18. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. ENTIRE AGREEMENT


This Agreement, and the exhibits, documents, laws, rules, guidelines, circulars, and regulations referenced and hereby expressly incorporated herein, constitute the entire agreement between City and Housing Authority for the use of funds received under this Agreement, and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Housing Authority with respect to this Agreement.


[Signatures on the following page]

IN WITNESS WHEREOF, the parties hereto, by their officers hereunder duly authorized, have executed this Agreement the day and year herein above first written.


HOUSING AUTHORITY
OF THE COUNTY OF BUTTE

CITY OF CHICO

By: 
Edward S. Mayer
Executive Director

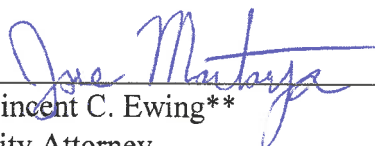
By: 
Mark Orme
City Manager

REVIEWED AS TO CONTENT:


Scott Dowell, Administrative Service Director*

^{MD}
*Reviewed by Finance and Information Systems

APPROVED AS TO FORM:


Vincent C. Ewing**
City Attorney

Authorized pursuant to Sec. 2R.04.170
Chico Municipal Code and
Administrative Procedure and Policy
11-31 and by City Council motion on
June 6, 2017 approving the HUD
Annual Plan and adoption of the 2017-
18 City Budget on June 20, 2017

** Approved pursuant to The Charter of the City of Chico §906(D)

EXHIBIT "A"
STATEMENT OF SERVICES FOR USE OF
CITY OF CHICO FUNDS FOR ADMINISTRATION OF THE
BUTTE COUNTYWIDE HOMELESS CONTINUUM OF CARE

Name of Provider: Housing Authority of the County of Butte

Address: 2039 Forest Avenue, Suite 10, Chico, CA 95928

Telephone: (530) 895-4474

Contact Person/Title: Edward S. Mayer, Executive Director

Term of this Agreement: July 1, 2017 to June 30, 2018

SERVICES TO BE PROVIDED IN SUPPORT OF THE ADMINISTRATION OF THE BUTTE COUNTYWIDE HOMELESS CONTINUUM OF CARE FROM CITY FUNDING:

This Agreement provides funding for administrative, staffing, and professional service expenses incurred in the administration of the Butte Countywide Homeless Continuum of Care.

PROGRAM BUDGET:

The following budget represents funds allocated for Administration of the Butte Countywide Homeless Continuum of Care:

Program Administration (CDBG)	\$ 20,000.00
Professional Services (AHP)	\$ 20,000.00
TOTAL BUDGET:	\$ 40,000.00

DISBURSEMENT CONDITIONS: Payment shall be on a reimbursement basis for actual approved costs. Grantee shall submit the Project Payment Request form attached as Exhibit "B", not more often than monthly. Requests for payment shall include documentation evidencing the cost of the service, such as an invoice for third party expenses.

EXHIBIT "B"

PROJECT PAYMENT REQUEST

Account Number:

201-000-8906/65956-201-4612

392-540-5400

PAYMENT REQUEST SUMMARY

Project Draw Number _____ Draw Period (from) _____ (to) _____

PROJECT ADMINISTRATION \$ _____

TOTAL PAYMENT REQUESTED THIS PERIOD \$ _____

REQUIRED DOCUMENTATION

____ Copies of third party invoices (as applicable)

Pursuant to the Grant Agreement between City of Grantee. We are hereby requesting a progress payment of \$ _____ for the Project.

Edward S. Mayer, Executive Director
Housing Authority of the County of Butte

Date

Approved:

Marie Demers, Housing Manager

Date