

# **HOMELESS HOUSING, ASSISTANCE AND PREVENTION PROGRAM, ROUND 6 JOINT APPLICATION AND REGIONAL COORDINATION MEMORANDUM OF UNDERSTANDING**

Between the County of Tehama the Tehama County Continuum of Care, and The  
Vitality Project, as the Administrative Entity for the Continuum of Care

## **BACKGROUND**

The State of California Department of Housing and Community Development ("HCD") issued the Homeless Housing, Assistance and Prevention Round 6 ("HHAP-6") Notice of Funding Availability ("NOFA") dated February 2025 as authorized by Assembly Bill 166 which was signed into law by Governor Gavin Newsom on July 2, 2024. Through this NOFA, block grants have been made available to all California Counties and all California Continuums of Care (hereinafter referred to collectively as "jurisdictions") for the purpose of addressing homelessness within their geographic coverage areas.

## **PURPOSE OF THE AGREEMENT**

Geographic coverage areas or regions, defined by HCD as counties, are required to apply together for HHAP-6 and jointly complete a Regionally Coordinated Homelessness Action Plan ("the Plan"). In this case the County of Tehama ("County") and the Tehama County Continuum of Care ("Continuum of Care") are the eligible applicants and are defined as one region. Each eligible applicant may receive their allocation directly or they may designate an eligible applicant in their region to serve as their Administrative Entity. This indicates to HCD which eligible applicant will enter into a contract with the State to receive and administer allocations.

Through this agreement, the County and the Continuum of Care agree to submit a joint application for HHAP-6 funds and to administer HHAP-6 funds locally through The Vitality Project, the Administrative Entity for the Continuum of Care. This reduces administrative burdens and promotes ongoing collaboration.

Jurisdictions applying jointly must demonstrate having collaborated to develop the Regionally Coordinated Homelessness Action Plan ("the Plan") and commit to working collaboratively in furtherance of the goals established in the Plan.

This agreement sets forth roles and responsibilities of the County, the Continuum of Care, and The Vitality Project for the submission of the Joint Application, local administration of funds, oversight of fiscal and programmatic aspects of use of HHAP-6 funds and local collaboration on the implementation of the collaborative Plan.

## **DECLARATIONS**

1. The County and the Continuum of Care have a shared interest in addressing and remediating homelessness within the geographic area known as Tehama County.

2. The County and the Continuum of Care have a longstanding history of collaborating on development and implementation of plans and strategies for addressing homelessness.
3. The Continuum of Care serves as the regional collaborative entity that makes funding determinations for homeless assistance programs and supports the county-wide homeless service system of care.
4. The County and the Continuum of Care are each eligible to apply for allocations of HHAP-6 funding.
5. The intent of HHAP-6 funding is to support local jurisdictions in their unified response to reduce and address homelessness.
6. The County and the Continuum of Care are required to submit a joint application for HHAP-6 funds.
7. A Regionally Coordinated Homelessness Action Plan ("the Plan") has been developed collaboratively by the County and the Continuum of Care.
8. A joint application for HHAP-6 funds may designate a single Administrative Entity to administer HHAP-6 funds locally, and the County and Continuum of Care have deemed this the most appropriate and efficient choice for the region.
9. The Continuum of Care has designated The Vitality Project to serve as the Administrative Entity for funds received by the Continuum of Care and the Lead Agency Continuum of Care coordination activities.
10. The County and the Continuum of Care wish to submit a Joint Application for HHAP-6 funds designating the Continuum of Care as the lead applicant and designating The Vitality Project as the Administrative Entity responsible for administering HHAP-6 funds locally.
11. The Continuum of Care will provide fiscal and programmatic oversight for local administration of HHAP-6 funds.

## **STATUTORY REQUIREMENTS**

The Regionally Coordinated Homelessness Action Plan ("the Plan") shall be reflected in a Memorandum of Understanding ("MOU") committing each signatory to participation in, and to comply with, the Regionally Coordinated Homelessness Action Plan.

## **HCD MOU GUIDANCE**

Per HCD requirements, this MOU commits each signatory to uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant in the region as described in the HHAP-6 Regionally Coordinated Homelessness Action Plan and summarized below. This MOU also certifies that all Eligible Applicants and subgrantees will employ the core components of Housing First.

1. Commitments to the roles and responsibilities of each eligible applicant within the region as they pertain to outreach and site coordination, siting and use of available public land, the development of shelter, interim and permanent housing options, and coordination of and connection to service delivery. See Section 3.a. in the HHAP-5 Regionally Coordinated Homelessness Action Plan.

2. Commitments to Key Actions each eligible applicant will take to improve the system performance measures and address equity. See Section 3.b. in the HHAP-6 Regionally Coordinated Homelessness Action Plan.
3. Commitments to Key Actions each eligible applicant will take to reduce the number of people experiencing unsheltered homelessness, to increase the number of people exiting homelessness into Permanent Housing, and to reduce first time instances of homeless among those exiting institutional settings, including but not limited to jails, prisons and hospitals. See Section 3.b in the HHAP-6 Regionally Coordinated Homelessness Action Plan.
4. Commitments to work collaboratively to adopt an encampment response policy that complies with the California Interagency Council on Homelessness Guidance on Addressing Encampments. See Section 3.a.5 in the Regionally Coordinated Homelessness Action Plan.
5. Commitments to remain in compliance or come into compliance with Housing Element law, including having an HCD-certified Housing Element, carrying out Housing Element programs in a timely manner, and filing timely Housing Element Annual Progress Reports, including an inventory of Surplus Land required by Government Code Section 54230. See Section 3.a. in the HHAP-5 Regionally Coordinated Homelessness Action Plan
6. Commitments to identify Prohousing Designation status, housing law violation status, and resolution plans for any housing law violations. See Section 3.a. in the HHAP-5 Regionally Coordinated Homelessness Action Plan.

## **ROLES AND RESPONSIBILITIES**

The County of Tehama hereby agrees to:

1. Redirect its HHAP-6 allocation of \$369,713.21 in its entirety to the Continuum of Care to be combined with the Continuum of Care's HHAP-6 allocation of \$394,860.06 and administered locally by The Vitality Project, as the Administrative Entity for the Continuum of Care.
2. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the HHAP-6 Regionally Coordinated Homelessness Action Plan ("the Plan"). The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.
3. Collaborate with the Continuum of Care and local stakeholders on planning and implementation of efforts to address homelessness within the County of Tehama through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Council, the Housing and Homeless Stakeholders' Collaborative, and the Continuum of Care General Collaborative.
4. Review fiscal reports regarding use and expenditure of HHAP-6 funds submitted to the Tehama County Health Services Agency and the Continuum of Care Executive Council by The Vitality Project on a quarterly basis.
5. Review fiscal and programmatic reports prepared by The Vitality Project for submission to the State of California for the HHAP-6 program.

The Continuum of Care hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.
2. Publish and maintain the proposed, approved, and amended versions of the Plan on its internet website.
3. Collaborate with the County and local stakeholders on planning and implementation of efforts to address homelessness within the County of Tehama through continued staff participation on Continuum of Care committees, including the Continuum of Care Executive Council, the Housing and Homeless Stakeholders' Collaborative and the Continuum of Care General Collaborative.
4. Provide ongoing oversight of fiscal and programmatic management of local administration of HHAP-6 funds.
5. Oversee selection and/or recruitment of local subrecipients for HHAP-6 funds, including development of funding solicitations and evaluation of proposals submitted for consideration.
6. Authorize any HHAP-6 Change Requests necessary to the efficient utilization of HHAP-6 funds in furtherance of the goals and strategies set forth in the Plan.
7. Review fiscal reports regarding use and expenditure of HHAP-6 funds submitted to the Tehama County Health Services Agency and the Continuum of Care Executive Council by The Vitality Project on a quarterly basis.
8. Review fiscal and programmatic reports prepared by The Vitality Project for submission to the State of California for the HHAP-6 program.
9. During the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Continuum of Care shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Continuum of Care shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Continuum of Care, if Continuum of Care were a County employee. County shall not be liable for deductions for any amount for any purpose from Continuum of Care's compensation. Continuum of Care shall not be eligible for coverage under County's Workers Compensation Insurance Plan, nor shall Continuum of Care be eligible for any other County benefit.

The Vitality Project hereby agrees to:

1. Uphold, participate in, and comply with the actions, roles, and responsibilities of each eligible applicant and jurisdiction in the region as described in the Plan. The Plan is attached to this Memorandum of Understanding ("MOU") as Exhibit A.

2. Coordinate activities necessary to applying for and receiving HHAP-6 funds, including coordinating and submitting the Joint Application.
3. Accept disbursement of the combined HHAP-6 award totaling \$764,573.27 on behalf of the joint applicants.
4. Coordinate the development of any local funding solicitations necessary to selecting and/or recruiting local subrecipients of HHAP-6 funds.
5. Enter into agreements with local subrecipients of HHAP-6 funds as directed by the Continuum of Care Executive Council.
6. Administer funds to local subrecipients, including fulfilling requests for reimbursement of eligible costs and providing technical assistance to subrecipients with regards to fiscal and programmatic compliance with HHAP-6 guidelines.
7. Verify and retain documentation of HHAP-6 uses and expenditures as required by the State of California and the HHAP-6 program.
8. Prepare annual financial statements audited by an independent certified accountant (CPA).
9. Respond appropriately to any program-specific audit or monitoring requests from the HHAP-6 program, the County, or any other relevant authority.
10. Generate quarterly fiscal reports regarding use and expenditure of HHAP-6 funds and submit these to both Tehama County Health Services Agency and the Continuum of Care Executive Council on a quarterly basis.
11. Generate and submit all fiscal and programmatic reports required by the HHAP-6 program, submitting the same to both the Tehama County Health Services Agency and the Continuum of Care Executive Council for review prior to submission to the funding program.
12. During the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which The Vitality Project performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by The Vitality Project shall be provided in a manner consistent with the professional standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. The Vitality Project shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of The Vitality Project, if The Vitality Project were a County employee. County shall not be liable for deductions for any amount for any purpose from The Vitality Project's compensation. The Vitality Project shall not be eligible for coverage under County's Workers Compensation Insurance Plan, nor shall The Vitality Project be eligible for any other County benefit.

This agreement shall commence upon the date signed and shall terminate on October 1, 2029 or until all obligations to the HHAP-6 program have been fulfilled.

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the Tehama County Continuum of Care:

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Johnna Jones, Chairperson, Tehama CoC Executive Council

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Date

By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For the County of Tehama:

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Matt Hansen, Chairman, Tehama County Board of Supervisors

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Date

Approved as to form:

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Date



By signature below, the undersigned representatives for each partner entity confirm that they are authorized to enter into this agreement on behalf of their respective agency and agree to the terms set forth herein.

For The Vitality Project:

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Nichole Bethurem, Board President, The Vitality Project

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Date



## **EXHIBIT A: REGIONALLY COORDINATED HOMELESSNESS ACTION PLAN**