



Butte Countywide Homeless Continuum of Care

Monday, March 18, 2024, 1:00 p.m. – 3:00 p.m.

Council Member Meeting

Butte County Employment & Social Services

Zoom Link: <https://us02web.zoom.us/j/89127945662?pwd=eXF3YWVvc25QaVd4YkRMV29PRmNMUT09>

Join by Phone: +1 669 444 9171

Zoom Meeting ID: 891 2794 5662 **Passcode:** 222955

COC COUNCIL MEMBERS:

Amber Abney-Bass	Briana Harvey-Butterfield	Jennifer Macarthy	Sarah Frohock
Anastacia Snyder	Ian Clement	Marie Demers	Steve Culleton
Angie Little	Josh Indar	Matthew McCoy	Tami Ritter
Ann Winters	Josh Jamison	Meagan Meloy	Tracy Johnstone
Brad Brunner	Keesha Hills		

CoC Coordinator: Erin Murray

Recording: Lisa Angle

AGENDA

- 1) Convene Meeting and Establish Quorum *A. Abney-Bass*
 - A) Virtual Meeting Format. Recording Meeting.
- 2) Approval of Minutes - ***ACTION*** *A. Abney-Bass*
 - A) February 12, 2024
- 3) Community Spotlight: Passages - ***INFORMATION*** *M. Neumann*
Presenting: Mary Neumann
- 4) Everhart Village – ***INFORMATION*** *N. Drummond*
- 5) Homeless Housing, Assistance and Prevention Round 5 MOU *K. Huenink*
- 6) Lead Agency, Collaborative Applicant, Administrative Entity Updates – ***INFORMATION*** *B.H. Butterfield*
E. Murray
- 7) Committee Reports – ***INFORMATION*** *All*
- 8) Coalition and Jurisdiction Reports/Updates – ***INFORMATION*** *All*
- 9) Announcements *All*
- 10) Next Meeting – Monday, April 15, 2024: Council Member Meeting
Butte County Department of Employment & Social Services to host Virtual Meeting
- 11) ***ADJOURN***



Butte Countywide Homeless Continuum of Care

Continuum of Care All Member Meeting
Virtual Meeting
March 18, 2024 1:00 p.m. – 3:00 p.m.

CoC Agenda Item #2:

Approval of Minutes:

- A) February 12, 2024



Butte Countywide Homeless Continuum of Care

**Butte County Continuum of Care
Council Member Meeting Minutes
Monday – February 12, 2024
1:00 PM to 3:00 PM**

Zoom Meeting Hosted by: Butte County Employment & Social Services

COUNCIL MEMBERS PRESENT:

Angie Little, HACB
Ann Winters, Catalyst
Brad Brunner, Caminar
Ian Clement, Hope Cooperative
Jennifer Macarthy, City of Chico
Josh Indar, BCOE
Keesha Hills, OSCIA
Marie Demers, City of Chico
Meagan Meloy, BCOE
Tami Ritter, BC Board of Supervisors
Anastacia Snyder, Catalyst

COUNCIL MEMBERS ABSENT:

Briana Harvey-Butterfield, DESS H&H
Josh Jamison, Oro Hope Center
Matthew McCoy, DESS
Sarah Frohock, BCDBH
Steve Culleton, Town of Paradise
Tracey Johnstone, City of Oroville
Amber Abney-Bass, Jesus Center

OTHER ATTENDEES:

Alise Pugh, DESS
Yesenia Gallegos, CHAT
Anna Zepeda, BC Public Health
Caitlyn Patterson, NVHRC
Cathryn Carkhuff, Home & Heart
Charles Withuhn, North State Shelter
Christina Swint, BC Probation
Debbie Villasenor, Housing Consultant
Don Taylor, Willow Wellness
Erin Kennedy, Boys and Girls Club

OTHER ATTENDEES CONT:

Erin Murray, DESS
Erin Spasbo, DESS
Hilary Crosby, Safe Space
Jay Coughlin, DESS
Jaymee McLaughlin, CUSD
Jennifer Zellers, 6th Street Center for Youth
Jessica Giannola, CHAT
Joelle Chinnock, CA Conference of SDA
Jolene Hausman, Peg Taylor Center
Justin Moore, BC Public Health
Kenneth Huenink, DESS
Kevin Thompson, OSCIA
Leslie Johnson, CHAT
Lorena Reed, BCDBH
Lynnann Pilley, Oroville Rescue Mission
Maisue Thao, Butte College
Mary Kay Benson, Chico Harm Reduction
Mary Neuman, Passages
Megan Massie, New Beginnings
Melissa Jamison, United Way of Northern CA
Monica Soderstrom, BC Public Health
Nathan Swetz, Aegis Treatment Center
Nichole Drummond, CHAT
Nick Fashing, DESS
Pahua Thao, DESS
Pamela Beeman, Chico Area Interfaith Council
Peter Straus, True North Housing Alliance
Rayna Bryson, DESS
Scott Kennelly, BCDBH
Shelby Boston, DESS
Shelly Miller, First 5
Shelly Storkan, BCDBH

Sherisse Allen, BC Admin
Susan Roll, CSUC
Tara Sullivan-Hames, Butte/Glenn 211
Tiffany Danger, BCOE

Tracey Gillihan, Butte/Glenn 211
Troy McClanahan, DESS
Wendy Lo, DESS

CoC Coordinator: Erin Murray, DESS H&H **Recording:** Lisa Angle, DESS H&H

ORDER OF BUSINESS

1. CONVENE MEETING AND ESTABLISH QUORUM

The meeting was called to order by Keesha Hills, First Chair, at 1:00pm. Roll call of the council members conducted and a quorum was established. This meeting is being facilitated by Keesha Hills, First Chair, the meeting is being recorded.

2. APPROVAL OF MINUTES – ACTION

A motion was made to approve the following minutes with the following correction:

Jennifer Macarthy is showing as being present at the meeting and she was absent.

- a. December 18, 2023 - CoC All Member Meeting Minutes

Motion: Marie Demers
Second: Brad Brunner
Oppose: None
Abstain: Ian Clement and Jennifer Macarthy

3. COMMUNITY SPOTLIGHT: COMMUNITY OVERDOSE PREVENTION EFFORTS - INFORMATION

Butte County Public Health

Presenting: Anna Zepeda Nunez and Justin Moore

Anna Zepeda Nunez from Butte County Public Health presented a powerpoint presentation on Naloxone (NarCan) in Butte County. Anna Zepeda Nunez provided an overview of Community Overdose Prevention Efforts (COPE), Naloxone, drug overdose deaths in Butte County, Naloxone liability and distribution and Naloxone use in Butte County.

Justin Moore from Butte County Public Health presented an overview of how to recognize an opioid overdose, how to administer nasal Naloxone and what to do after administering Naloxone.

4. BOARD AND CARE NEEDS – INFORMATION

Scott Kennelly, Director of Butte County Behavioral Health, reviewed and explained Board and Cares along with the current need in Butte County. Board and Cares are adult residential care facilities for individuals with severe mental illness/dual diagnosis who need supervision 24 hours a day, 7 days a week. Board and Cares would be an asset to the housing continuum as it would house individuals who lack the ability to live independently.

Scott Kennelly explained reasons why Board and Cares no longer exist in Butte County. Behavioral Health's current mission is to bring back Board and Cares for Butte County. Butte County Behavioral Health has funding available to assist with the cost of housing individuals in Board and Care facilities. Board and Care facilities are allowed 6 individuals in un-incorporated areas. There are two Board and Cares opening up March 1, 2024 in Oroville. The County is open to partnering with community members who would like to open a Board and Care.

Brief discussion held on Board and Cares and local need.

5. CONFLICT OF INTEREST POLICY – INFORMATION

Erin Murray, CoC Coordinator, stated the Annual Conflict of Interest forms are due for CoC Members per the Conflict of Interest Policy. The Conflict of Interest form will be emailed to everyone and can be sent back with electronic signature or written signature. The due date to complete the forms will be noted in the email.

6. SUPPORT LETTER POLICY - INFORMATION:

Erin Murray, CoC Coordinator, stated that the CoC has a Support Letter Policy. The Support Letter Policy is located on the CoC website and outlines how to request a letter of support from the CoC. The request for a letter of support will need to be submitted to the CoC email no later than 14 days prior to when letter is needed.

7. COMMITTEE UPDATES – ACTION

A) Youth Homelessness

Erin Murray, CoC Coordinator, stated the Youth Homelessness Committee has selected Jennifer Zellers as the Vice – Chairperson

A motion to approve Jennifer Zellers as Vice- Chairperson for the Youth Homelessness Committee

Motion: Josh Indar
Second: Ann Winters
Oppose: None
Abstain: None

8. HOMELESS HOUSING, ASSISTANCE AND PREVENTION ROUND 4 - INFORMATION

Kenny Huenink, DESS, reviewed the agencies tentatively awarded for Homeless Housing, Assistance and Prevention Round 4 (HHAP 4) funds. Awards are pending approval from the Board of Supervisors.

1. Butte County Office of Education - \$300,000 (Support and Outreach Services)
2. Catalyst - \$335,310 (DV – Case Management)
3. City of Chico - \$500,000 (Genesis Shelter)
4. Jesus Center - \$325,000 (Renewal/Family Shelter, Family Resource Center)
5. True North Housing Alliance - \$275,000 (Navigation Services/Direct Care – Center)

- True North Housing Alliance - \$130,000 (Rapid Rehousing Program)
6. Youth for Change - \$237,690 (Housing Case Manager and Housing Stabilization)

9. TASK FORCE – DISCUSSION

Keesha Hills, First Chair, stated that there had been a concern about the lack of participation and attendance for the Greater Chico Homeless Task Force meetings. There had been discussion held in the CoC meetings regarding this issue in the past. The Greater Chico Homeless Task Force is a separate entity from the CoC and while the CoC fully supports the Greater Chico Homeless Task Force, as well as the Greater Oroville Homeless Task Force, the CoC would not be responsible for any decision making.

10. LEAD AGENCY, COLLABORATION APPLICANT, ADMINISTRATIVE ENTITY UPDATES - INFORMATION

Erin Murray, CoC Coordinator, announced the three part series for the Regional Homeless Planning Symposium has finished and the next step will be gathering all of the information and to inform the HHAP 5 application, due at the end of March.

Erin Murray, CoC Coordinator announced currently working, on the Longitudinal Systems Analysis (LSA), sheltered Point in Time (PIT), and Housing Inventory Count (HIC). Registration for the Annual CoC program grant has been completed. FY 2023 CoC Program grant awards were released including all of Tier 1, the program that straddled Tier 1/Tier 2, and the CoC Bonus. Unfortunately, the DV Bonus was not awarded. The official notification will be sent out once it has been received.

11. COMMITTEE REPORTS – INFORMATION

Governance Committee – Erin Murray stated the committee met in January and have a few ideas for projects to complete and more information will be provided at the next CoC meeting. If anyone is interested in being a member of the Governance Committee contact Erin Murray.

HMIS/CES Committee – Erin Murray stated the HMIS/CES Committee has been working on the LSA, sheltered PIT, and the HIC. They are also working on an update to the CES Policy and Procedures.

Households with Children – Jaymee McLaughlin announced First 5 is getting ready to start serving lunches at the family resource centers. Butte County Office of Education (BCOE) is assisting in certification of 5 clinicians to help support the psychotherapy model. Community Action Agency has openings for Esplanade House.

Chronic Homelessness – Shelly Storkan announced the committee did not meet in January due to the move in of individuals into Prospect View. The next meeting is March 20th, 2024 and if anyone is interested in attending the information placed in chat. The meeting will have quest speaker to speak about Crisis Management.

PIT Committee – Jay Coughlin announced it is time to start planning for 2025 Unsheltered Point in Time. First meeting will be February 28, 2024 from 3pm – 4pm if you participated in the previous unsheltered Point in Time

Committee you will be getting an invite for the meeting. If you are interested in participating on the Point in Time Planning committee let Jay know.

Equity Committee – Jessica Giannola announced the committee reviewed the Equity Purpose and Policy information. The committee discussed the need for inclusive language for written and oral communication by using gender neutral pronouns and people first language. Discussion held on how the community could assist with the Point in Time. The committee meeting dates and times conflicts with another committee meeting, so looking at changing the date and time. The committee is hoping to identify specific goals to work on within the next year. Next meeting February 29, 2024.

Youth Homelessness – Josh Indar announced the committee did not meet in January, however, the co-chair’s met and did a little planning. The committee would like to recruit new members to attend the meetings to provide new ideas/topics. The Expanded Youth Advisory Council activities should recruit Youth participation. There will be a youth led awareness campaign outreach in May about mental health. If anyone would like to partner or ideas let Josh know. Next meeting February 14, 2024 at 1pm.

Veteran’s Committee – No report

12. COALITION AND JURISDICTION REPORTS/UPDATES – INFORMATION

Tami Ritter, BOS – stated there are 2 Board and Cares on the Board of Supervisor’s agenda for February 13, 2024.

Greater Chico Homeless Task Force – Ann Winters stated there is a possibility the community has outgrown the need for the Task Force. This is a space for formally unhoused or unhoused individuals to provide input, it may be a consideration to move the meetings to twice a year.

Greater Oroville Homeless Coalition – No report

City of Chico – No report

City of Oroville – No report

City of Paradise – No report

13. ANNOUNCEMENTS

Hilary Crosby, Safe Space, announced that the shelter will be at Trinity Methodist until this weekend and will move to the First Christian Church for the following two weeks. The last day for winter shelter will be March 2, 2024. Intake will remain at the parking lot of the Trinity Methodist until March 2, 2024.

Anastacia Snyder honored and presented Ed Mayer with a plaque for his many years of service, dedication and work for the CoC and the homeless community.

Brad Brunner, Caminar asked if anyone knows where to obtain nonperishable food for individuals, please reach out.

Nathan Swetz, Aegis Treatment Center stated the center is trying to apply to open up a medication unit in Oroville. 140 patients have to travel from Oroville to Chico for medication regulation.

Erin Murray honored and presented Anastacia Snyder with a plaque for her contribution, dedication and hard work for the CoC.

Tara Sullivan-Hames, Butte/Glenn 211 announced being able to expand the Lyft Program due to 2 grants. Butte/Glenn 211 are able to offer rides for free through Lyft for individuals for medical/health appointments or COVID related appointments. They would need to call Butte/Glenn 211 to make arrangements. The individual would need to have a cell phone. Free rides are offered Monday through Friday 7:30am to 7pm.

**14. NEXT MEETING – MONDAY, MARCH 18, 2024: COUNCIL MEMBER MEETING
Butte County Department of Employment & Social Services to host Virtual Meeting**

15. ADJOURN

Meeting adjourned at 2:16pm



Butte Countywide Homeless Continuum of Care

Continuum of Care All Member Meeting
Virtual Meeting
March 18, 2024 1:00 p.m. – 3:00 p.m.

CoC Agenda Item #3:

Community Spotlight:

Passages



PASSAGES

AREA AGENCY ON AGING

SERVICES FOR ADULTS 60+
BUTTE, COLUSA, GLENN, PLUMAS
AND TEHAMA COUNTIES

- ▶ ACCESS TO COMMUNITY SERVICES
- ▶ HUB OF THE AGENCY – EVERYTHING STARTS THERE
- ▶ AGING AND DISABILITY RESOURCE CENTER
- ▶ RESOURCES AND REFERRALS TO COMMUNITY SERVICES
- ▶ 530-898-5923
- ▶ PASSAGESCENTER.ORG

INFORMATION AND ASSISTANCE



- ▶ HELPING THOSE WHO CANNOT MANAGE SERVICES ALONE
- ▶ MSSP: MEDI-CAL WAIVER PROGRAM
- ▶ SHORT TERM OPTIONS COUNSELING
- ▶ VETERANS' DIRECT CARE

CASE MANAGMENT

- ▶ CARE FOR FRAIL OLDER ADULTS AND ADULTS WITH BRAIN IMPAIRMENT
- ▶ CONSULTATION
- ▶ TRAINING
- ▶ SUPPORT GROUPS
- ▶ RESPITE CARE

FAMILY CAREGIVER SUPPORT



- ▶ HICAP
- ▶ EDUCATION ABOUT MEDICARE
- ▶ OPTIONS FOR HEALTH CARE INSURANCE AND DRUG PLANS
- ▶ LONG TERM CARE INSURANCE
- ▶ RESOLVE INSURANCE PROBLEMS
- ▶ APPLY FOR LOW INCOME SUBSIDIES

MEDICARE COUNSELING



- ▶ LONG TERM CARE OMBUDSMAN
- ▶ PRESERVE DIGNITY OF PEOPLE IN NURSING HOMES
- ▶ PROTECT THE RIGHTS OF OCCUPANTS

ADVOCATING FOR PEOPLE
IN LONG-TERM CARE



- ▶ HELPING OTHERS IN THE COMMUNITY
- ▶ PEER COUNSELORS
- ▶ DRIVERS
- ▶ OMBUDSMAN
- ▶ HICAP
- ▶ SENIOR VOLUNTEER CORPS
FOSTER GRANDPARENTS AND SENIOR COMPANIONS

VOLUNTEER OPPORTUNITIES



- ▶ CONNECTIONS – MHSA FUNDING
- ▶ DEPRESSION SCREENING
- ▶ REFERRALS TO CLINICIANS
- ▶ PEER SUPPORT
- ▶ COMMUNITY EDUCATION

COUNSELING AND SUPPORT



- ▶ MATERIAL ASSISTANCE FOR OLDER ADULTS
- ▶ HOME MODIFICATION
- ▶ WATER ASSISTANCE FOR DRY WELLS – GLENN AND TEHAMA

EMERGENCY SERVICES



- ▶ FOOD SERVICES FOR OLDER ADULTS
- ▶ CONGREGATE NUTRITION
 - ▶ CHICO AND OROVILLE, COLUSA, GLENN, PLUMAS, AND TEHAMA COUNTIES
- ▶ IN-HOME DELIVERY
- ▶ EMERGENCY MEALS – SHELF STABLE
- ▶ NUTRITION EDUCATION

SENIOR NUTRITION



- ▶ LEGAL SERVICES OF NORTHERN CALIFORNIA
- ▶ LANDLORD/TENANT DISPUTES
- ▶ PUBLIC BENEFITS – SOCIAL SECURITY, MEDI-CAL, MEDICARE
- ▶ MOBILE HOME PARK ISSUES
- ▶ EMERGENCY RELATED ISSUES
 - ▶ TITLE ISSUES, INSURANCE QUESTIONS, SECURITY DEPOSITS

LEGAL SERVICES





Butte Countywide Homeless Continuum of Care

Continuum of Care All Member Meeting
Virtual Meeting
March 18, 2024 1:00 p.m. – 3:00 p.m.

CoC Agenda Item #6:

Homeless Housing, Assistance and Prevention Round 5 MOU

MEMORANDUM OF UNDERSTANDING
Between
COUNTY OF BUTTE
And
BUTTE COUNTYWIDE HOMELESS CONTINUUM OF CARE
For HOMELESS HOUSING, ASSISTANCE AND PREVENTION ROUND 5 SERVICES

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is entered into this 27th day of March, 2024, by and between the County of Butte through its Department of Employment and Social Services, herein referred to as “County” and Butte Countywide Homeless Continuum of Care, herein referred to as “Contractor”, hereinafter referred to individually as “Party” and collectively as “Parties”. The purpose of this document is to set forth the types and terms of collaborative services between County and Contractor.

WITNESSETH:

WHEREAS, both County and Contractor shall uphold, participate in, and comply with, the actions, roles, and responsibilities of each eligible applicant in the region as described in the Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) Regionally Coordinated Homelessness Action Plan.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. PURPOSE

The purpose of this MOU is to allow both County and Contractor to provide outreach and site coordination, siting and use of available land, development of interim and permanent housing options, and coordination and connection the delivery of services for individuals experiencing or at risk of experiencing homelessness within the region, as outlined in Attachment I, Description of Services, attached hereto and by this reference incorporated herein, and pursuant to Enabling Statue – Assembly Bill 129 (Committee on Budget, Chapter 40, Statutes of 2023).

2. TERM

The term of this MOU is March 27, 2024 through June 30, 2028.

3. FISCAL EXPLANATION

This is a nonfinancial MOU and there are no costs associated with this agreement.

4. RESPONSIBILITIES

The responsibilities of County and Contractor are set forth in Attachment I, Description of Services, attached hereto and by this reference incorporated herein. These services are being provided with no cost to either County or Contractor.

5. TERMINATION

This MOU may be terminated by either Party upon the giving of thirty (30) days advance written notice of an intention to terminate.

6. NON-ASSIGNMENT

Neither Party shall assign, transfer or sub-contract this MOU nor their rights or duties under this MOU without the prior written consent of the other Party.

7. RECORDS

All Parties subject to this MOU shall maintain a record of services provided in sufficient detail to permit an evaluation of the MOU. All such records shall be made available during normal business hours to authorized representatives of County, State, and Federal governments during the term of this MOU and during the period of record retention for the purpose of program review and/or fiscal audit.

8. COMPLIANCE WITH LAWS/POLICIES

The Parties shall comply with all applicable laws, rules and regulations related to Case Review of juvenile dependency cases as directed by the State of California.

9. CONFIDENTIALITY

The Parties shall act in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code section 56 et seq., Welfare and Institutions Code sections 827, 5328, 10850 and 14100.2, Health and Safety sections 11977 and 11812, 22 California Code of Regulations section 51009, and 42 Code of Federal Regulations sections 2.1 et seq. The Parties shall ensure that no list of persons receiving services under this MOU is published, disclosed, or used for any other purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality.

10. NON-DISCRIMINATION

During the performance of this MOU, the Parties shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, marital status, age or gender, pursuant to all applicable State and Federal statutes and regulations, as set forth in Attachment III, Assurance of Compliance, attached hereto and by this reference incorporated herein.

11. RELATIONSHIP OF PARTIES

It is understood that this is a MOU by and between two (2) separate public agencies and is not intended to and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture or association.

12. NO THIRD PARTY BENEFICIARIES

Both County and Contractor agree it is their specific intent that no other person or entity shall be a Party to or a third Party beneficiary of this MOU or and attachment or addenda to this MOU.

13. INDEMNIFICATION

Both County and Contractor agree to be responsible and assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents, or employees to the full extent required by law.

14. NOTICE

Any and all notices, reports or other communications to be given to County or Contractor shall be given to the persons representing the respective Parties at the following addresses:

Department of Employment and Social Services

Name: Kenneth Huenink
Title: Health and Human Services Program Analyst II
Address: PO BOX 1649
Email: khuenink@buttecounty.net
Phone: 530.552.6461

Butte Countywide Homeless Continuum of Care

Name: Amber Abney-Bass
Title: Continuum of Care Chair
Address: 2255 Fair Street
Email: amber@jesuscenter.org
Phone: 530.345.2640

15. PUBLIC RECORDS ACT

Both counties are aware that this MOU and any documents provided to the other county related only to this MOU may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of both counties to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that the counties agree with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

16. ENTIRE AGREEMENT AND MODIFICATION

This MOU contains the entire agreement of the Parties relating to the subject matter of this MOU and supersedes all prior agreements and representations with respect to the subject matter hereof. This MOU may only be modified by a written amendment hereto, executed by both Parties. If there are attachments attached hereto, and a conflict exists between the terms of this MOU and any attachment, the terms of this MOU shall control.

17. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this MOU shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

18. DISPUTES

Both County and Contractor agree to use good faith efforts to resolve any disputes prior to bringing any action to enforce the terms of this MOU.

Should it become necessary for a Party to this MOU to enforce any of the provisions hereof, the prevailing Party in any claim or action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees.

It is agreed by County and Contractor hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Butte, State of California.

19. CAPTIONS

The captions of this MOU are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this MOU.

20. OTHER DOCUMENTS

Both County and Contractor agree that they shall cooperate in good faith to accomplish the object of this MOU and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

21. CONTROLLING LAW

The validity, interpretation and performance of this MOU shall be controlled by and construed under the laws of the State of California.

22. AUTHORITY

County and Contractor and each Party's signatory warrant and represent that each has full authority and capacity to enter into this MOU in accordance with all requirements of law. The Parties also warrant that any signed amendment or modification to the MOU shall comply with all requirements of law, including capacity and authority to amend or modify the MOU.

ATTACHMENT I

DESCRIPTION OF SERVICES

Unless indicated otherwise herein, Contractor shall furnish all labor, materials, transportation, supervision and management and pay all taxes required to complete the project described below:

County and Contractor shall comply with the actions, roles, and responsibilities identified below.

Roles and Responsibilities within the Region

Outreach and Site Coordination:

Contractor shall provide space for member agencies to share resources and best practices, through Continuum of Care (CoC) and CoC Committee meetings, regularly review the CoC Policies as Procedures and update as applicable, and provide access to trainings on best practices.

County shall conduct outreach countywide in coordination with member agencies.

Land Use and Development:

Contractor shall, through CoC meetings, facilitate conversation amongst stakeholders regarding the community's need for housing.

County shall coordinate with jurisdictions to locate available land and coordinate its use and development.

Development of Interim and Permanent Housing Options:

Contractor and County shall assist with identifying funding opportunities and disseminating information to CoC member agencies in order to acquire additional housing that can be maintained as low-income and/or subsidized housing.

Coordination and Connection to the Delivery of Services for Individuals Experiencing or at Risk of Experiencing Homelessness with the Region:

Contractor shall provide space for member agencies to share resources and best practices, as well as opportunity to collaborate service delivery.

County shall provide resources and referrals to individuals and families experiencing or at risk of homelessness.

Improve System Performance Measures

Contractor shall facilitate conversation regarding the System Performance Measures as outlined by Business, Consumer Services and Housing, mentioned here by reference only. Through the CoC meetings, Contractor shall provide space for member agencies to share resources and best practices as well as opportunity to collaborate service delivery in order to improve System Performance Measures.

County shall, as the Homeless Management Information System (HMIS) Lead, regularly review data and progress made as relates to the System Performance Measures.

Ensure Racial and Gender Equity

Contractor shall, through its Equity Committee, review and discuss local Homeless Management Information System (HMIS) data and statewide Homeless Data Integration System (HDIS) data as relates to racial and gender equity and disparities in services. Contractor shall involve local stakeholders, including agencies and organizations that represent underserved communities, in providing ongoing training to Continuum of Care (CoC) membership and leading discussions on policy and procedure updates that promote racial and gender equity.

County shall provide HMIS and HDIS data to Contractor and Equity Committee, present findings to CoC Member and Equity meetings, and participate in discussions.

Reduce Homelessness Among Individuals Exiting Institutional Settings

Contractor shall continue to solicit membership participation from those working within institutional settings, including but not limited to, Butte County Probation, Butte County Sheriff's Office, local medical service providers, and inpatient treatment and rehabilitation centers as well as individuals with lived experience of homelessness and institutionalization.

County shall solicit feedback from both institutional settings and community members that are or were institutionalized to inform policies and procedures as well as to disseminate related resources within the system of care.

Utilization of Local, State, and Federal Funding Programs to End Homelessness

Contractor shall continue to support CoC partner agencies in seeking and applying for local, State, and federal funding to support local housing and homeless related services. Contractor shall accomplish this by making announcements at monthly CoC meetings when relevant funding becomes available.

County shall continue to support partner agencies in the solicitation and application process for available grants, including U.S. Department of Housing and Urban Development's CoC Program Grant and Emergency Solutions Grant.

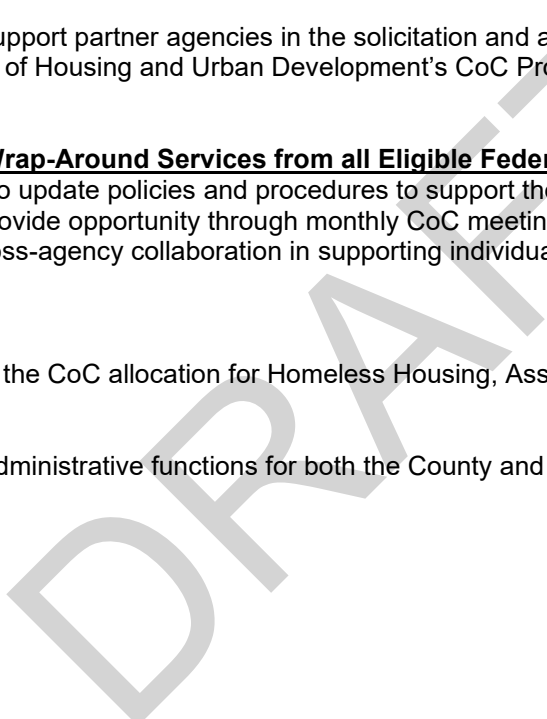
Connect Individuals to Wrap-Around Services from all Eligible Federal, State, and Local Benefit Programs

Contractor shall continue to update policies and procedures to support the consistent provision of services across CoC member agencies, provide opportunity through monthly CoC meetings to share available resources and best practices, and promote cross-agency collaboration in supporting individuals and families experiencing homelessness.

Funding

Contractor shall reallocate the CoC allocation for Homeless Housing, Assistance and Prevention Round 5 (HHAP-5) to County.

County shall provide the administrative functions for both the County and CoC allocations of HHAP-5.



ATTACHMENT II
ASSURANCE OF COMPLIANCE
WITH
THE BUTTE COUNTY DEPARTMENT OF EMPLOYMENT AND SOCIAL SERVICES
NONDISCRIMINATION IN STATE AND FEDERALLY
ASSISTED PROGRAMS

Butte Countywide Homeless Continuum of Care

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964 as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977 as amended, and in particular Section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code, Section 51 et seq., as amended; California Government Code Section 11135-11139.5, as amended; California Government Code Section 12940 ©, (h) (1), (l), and (j); California Government Code, Section 4459; Title 22, California Code of Regulations 98000 –98413, and other applicable federal and state laws, as well as their implementing regulations (including 45 Code of Federal Regulations (CFR) Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of ethnic group identification, age, sex, color, physical disability, mental disability, medical condition, national origin, race, ancestry, marital status, religion, religious creed or political belief or sexual orientation of any person be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state financial assistance; and HEREBY GIVE ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE VENDOR/RECIPIENT HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination or defeating the objectives of the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Chapter 21 will be prohibited.

BY ACCEPTING THIS ASSURANCE, the vendor/recipient agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws, rules and regulations and permit authorized CDSS and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the recipient.

THIS ASSURANCE is binding on the vendor/recipient directly or through contract, license, or other provider services, as long as it receives federal or state assistance.

Amber Abney-Bass, Chair

Date

