

AMENDMENT #3
AGREEMENT BETWEEN CITY OF CHICO
AND NORTH VALLEY HOUSING TRUST
FOR USE OF CITY OF CHICO AFFORDABLE HOUSING FUNDS
(2018-19 Fiscal Year)

This **AMENDMENT #3** (“Amendment”) is made and entered into this 1st day of July, 2018, by and between the City of Chico, a California charter city (“City”), and the North Valley Housing Trust, a California non-profit corporation (“Trust”), with reference to the following facts:

WHEREAS, City and Trust entered into an “Agreement for Use of Affordable Housing Funds,” dated July 1, 2015 (the “Agreement”), pursuant to which City allocated Affordable Housing Funds in the amount of Forty Thousand Dollars (\$40,000) for the purpose of supporting Trust’s operational expenses and supportive services to low-income residents of Trust-assisted housing; and

WHEREAS, the North Valley Community Foundation, a non-profit corporation organized under the laws of the State of California, and is the Fiscal Agent of the Trust; and

WHEREAS, pursuant to Section 2 of the Agreement, the term thereof was scheduled to expire on June 30, 2016, provided that if the City approved subsequent funding for the Trust, or if the parties otherwise desired to extend the term of the Agreement, the term could be extended by a written amendment signed by the parties; and

WHEREAS, Amendment #1 was executed July 11, 2016 extending the term for an additional year, and providing for the City’s allocation of additional Affordable Housing Funds in the amount of Forty Thousand Dollars (\$40,000) per the terms and conditions of the original Agreement; and

WHEREAS, Amendment #2 was executed September 22, 2017 extending the term for an additional year, and providing for the City’s allocation of additional Affordable Housing Funds in the amount of Forty Thousand Dollars (\$40,000) per the terms and conditions of the original Agreement; and

WHEREAS, the City and Trust now desire to amend the Agreement by extending the term for an additional year, and providing for the City’s allocation of additional Affordable Housing Funds in the amount of Forty Thousand Dollars (\$40,000) per the terms and conditions of the original Agreement.

NOW, THEREFORE, City and Trust hereby agree that the Agreement be and is hereby amended as follows:

1. EFFECTIVE DATE.

The Effective Date of this Amendment shall be July 1, 2018.

2. TERM / TERMINATION.

Pursuant to Section 2 of the Agreement, entitled "Term and Termination," the parties hereby agree to extend the term of the Agreement to June 30, 2019 ("Term"). If City approves subsequent funding for Trust, or if the parties otherwise desire to extend the Term of the Agreement, this Agreement may be extended by a written amendment signed by both parties. Notwithstanding the above, City may, at its sole discretion, terminate this Agreement and Trust's allocated Funding upon ninety (90) days written notice that adequate City funds are not available for payment. Trust may terminate this Agreement at any time subject to Trust first complying with all applicable provisions of this Agreement.

3. FUNDING.

Funding for the term of this Amendment shall be Forty Thousand Dollars (\$40,000) ("Funding"). One half of the Funding shall be deposited with the Fiscal Agent upon execution of this agreement and in accordance with the Designated Fund Agreement. The final half of the Funding shall be deposited with the Fiscal Agent upon City's receipt of Report for the period July 1-December 31, 2018 per Exhibit "B".

4. EXHIBITS.

Exhibits "A" and "B" to the Agreement are hereby superseded and replaced in their entirety with Exhibits "A" and "B" attached hereto, and incorporated fully by this reference herein.

5. REMAINDER OF AGREEMENT EFFECTIVE.

Except as expressly amended herein, the remaining terms and conditions of the Agreement shall remain in full force and effect, being incorporated fully herein by this reference.

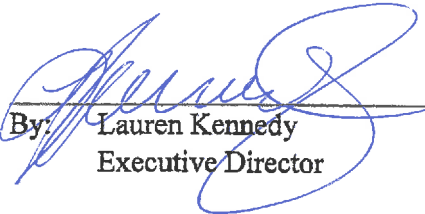
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, by their officers hereunder duly authorized, have executed this Amendment the 7 day of August, 2018.

CITY OF CHICO

NORTH VALLEY HOUSING TRUST


By: Mark Orme
City Manager


By: Lauren Kennedy
Executive Director


REVIEWED AS TO CONTENT:

ms 
Scott Dowell, Administrative Service Director*

*Reviewed by Finance and Information Systems

Authorized pursuant to Sec. 3.08.060
of the Chico Municipal Code and
City Council Adopted budget for
FY 2018-19

APPROVED AS TO FORM:


For Vincent C. Ewing**
City Attorney
By Anita Lakhani, Deputy City Attorney

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

EXHIBIT "B"

SEMI-ANNUAL REPORT FOR USE OF
AFFORDABLE HOUSING FUNDS

Name of Provider: North Valley Housing Trust

Address: c/o North Valley Community Foundation

Contact Person/Title: Lauren Kennedy, Executive Director

___ Report Period July 1-December 31, 2018 (due January 31, 2019)

___ Report Period January 1-June 30, 2019 (due July 31, 2019)

Allocation: \$40,000

Administrative Expenses
(Personnel, wages, rent, general operations) \$ _____

Administrative Expenses (third party) \$ _____

Supportive Services \$ _____

TOTAL EXPENDITURES \$ _____

I hereby certify the above information to be true and correct to the best of my knowledge.

SUBMITTED BY:

REVIEWED BY:

Lauren Kennedy, Executive Director

Marie Demers, Housing Manager