

**AGREEMENT BETWEEN CITY OF CHICO
AND CATHOLIC LADIES RELIEF SOCIETY #3
FOR USE OF
CITY OF CHICO AFFORDABLE HOUSING FUNDS
(2020-2021 Fiscal Year)**

THIS AGREEMENT is made on July 1, 2020, between the City of Chico, a municipal corporation, ("City") and Catholic Ladies Relief Society #3, a California non-profit corporation ("Provider").

WHEREAS, Provider is a non-profit corporation organized under the laws of the State of California and qualifying for Federal Tax-Exempt Status; and

WHEREAS, pursuant to Health and Safety Code §34176.1, a portion of the City's Affordable Housing Fund may be used for homeless prevention services; and

WHEREAS, the City has allocated Affordable Housing Funds ("Funding") for the purpose of supporting Provider's delivery of services and programs to City resident on the terms and conditions set forth herein.

NOW, THEREFORE, Provider and City agree as follows:

1. PROGRAMS AND SERVICES.

The Provider will render services as set forth in attached Exhibit "A," entitled "STATEMENT OF SERVICES FOR USE OF CITY OF CHICO AFFORDABLE HOUSING FUNDS."

2. TERM/TERMINATION.

The term of this Agreement shall be from July 1, 2020 to June 30, 2021 ("Term"). If City approves subsequent funding for Provider, or if the parties otherwise desire to extend the Term of this 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 Provider's allocated Funding upon ninety (90) days written notice that adequate City funds are not available for payment. Provider may terminate this Agreement at any time subject to Provider first complying with all applicable provisions of this Agreement.

3. FUNDING.

Funding for the term of this Agreement shall be Thirty Thousand Dollars (\$30,000).

4. USE OF FUNDING.

Use of the Funding by Provider shall be subject to the following terms and conditions:

A. Any Funding paid to Provider shall be used solely for the purposes set forth in Exhibit "A."

B. Provider shall not use any of the Funding for the purpose of influencing or

attempting to influence an elected official or officer or employee of any local, state or federal agency or in support or opposition of any political candidate or ballot measure.

5. APPORTIONMENT OF FUNDING.

Provider shall receive payment of the Funding for eligible expenses as set forth on Exhibit "A."

6. REPAYMENT OF UNEXPENDED FUNDING.

If any Funding advanced to Provider is not be expended during the Term of this Agreement, Provider shall either: (1) make a request in writing to retain the Funding, which shall be submitted to the City Manager or designee no later than thirty (30) days prior to the expiration of the Term; or (2) return the unexpended Funding within thirty (30) days of the expiration of the Term. Any approval by the City of Provider's retention of unexpended Funding shall be in writing in accordance with Section 2 of this Agreement.

7. DOCUMENTS, REPORTS AND RECORDS.

A. Provider shall at all times maintain a complete and current set of financial and statistical record of all its activities which shall clearly reflect the application and use of the Funding. All such records shall be in a form satisfactory to the City's Administrative Services Director, and shall be subject to inspection or audit by the Administrative Services Director or its designee at any reasonable time during the normal and usual business hours of Provider. However, recognizing that Provider may from time to time render services to recipients which are highly personal and confidential in nature, City, in its dealings with Provider, will endeavor to maintain that confidentiality and will not require a public record to be made or provided that will serve to violate the confidentiality requirements of Provider, subject to the requirements of applicable law including but not limited to the California Public Records Act. Any inspection or audit of Provider's records to ensure compliance with this Agreement shall be made by City's Administrative Services Director or his/her designee, or by a Certified Public Accountant selected by City, and Provider shall make its records available to the City for this purpose.

B. Provider shall file a "Report for Use of Chico Grant Funds (Exhibit "B" and Exhibit "C") with the City as follows:

1. For the first half of the term (July 1-December 31), no later than January 31;
2. For the second half of the term (January 1-June 30), no later than July 31.

Payment of any Funding allocated for a subsequent term will not be made until the report has been received and approved by the Housing Manager.

8. HOLD HARMLESS CLAUSE.

Provider shall hold City, its officers, boards and commissions and members thereof, its employees and agents harmless of and free from any and all liabilities arising 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, Provider shall defend City and its officers, boards and commissions

and members thereof, its employees and agents, and shall indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise

9. AMENDMENTS

The City or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each party, and approved by the party's governing body as applicable. Such amendments shall not invalidate this Agreement, nor relieve or release the parties from their obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state, or local governmental guidelines, polices, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

10. CONTRIBUTION.

Provider shall include the City of Chico logo and/or the following language in any and all printed advertising materials promoting the Program, such materials to include brochures, posters, and the like: "Supported in part by funds from the City of Chico." That language shall be in proportional type size to the total ad area.

11. LEGAL COMPLIANCE.

Provider shall, at all times during the term of this Agreement, comply with all legal requirements, including any applicable federal, state or local laws, ordinances, regulations and permits. The Provider shall maintain all presently required permits and shall secure any new permits required by authorities herein with jurisdiction over the work, project, or services provided by Provider with the Funding.

12. NON-DISCRIMINATION CLAUSE.

Provider agrees that in the performance of this Agreement and in the provision of any service or services funded in whole or in part by the grant made by City to Provider pursuant to this Agreement, Provider shall not discriminate against any employee, recipient of Provider's services, or any other person on the grounds of sex, race, creed, color, national origin, religion, age, marital status, or disability. In the event Provider is a religious organization, Provider shall also not condition receipt of any of the services funded by the grant made pursuant to this Agreement upon participation in any religious instruction or service.

13. 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 Provider shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

14. NOTICES

Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery, or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date sent. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated herein, unless otherwise modified by subsequent written notice.

15. ASSIGNABILITY.

The Provider 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 Provider from City under this Agreement may be assigned to a bank, Provider company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to City.

IN WITNESS WHEREOF, the parties hereto, by their officers hereunder duly authorized, have executed this Agreement on August 20, 2020.

CATHOLIC LADIES RELIEF SOCIETY #3

By: Kathy Lanphear
~~Jean Costa, Bookkeeper~~ Director

CITY OF CHICO

By: Mark Orme
Mark Orme, City Manager

REVIEWED AS TO CONTENT:

Scott Dowell
Scott Dowell, Administrative Service Director*

APPROVED AS TO CONTENT:

Marie Demers
Marie Demers, Housing Manager

*Reviewed by Finance and Information Systems

APPROVED AS TO FORM:

Andrew Jared
Andrew Jared**
City Attorney

Authorized pursuant to Sec. 2R.04.170
Chico Municipal Code and by City
Council motion on adoption of the
2020-21 City Budget on June 23, 2020

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

EXHIBIT "A"
AGREEMENT BETWEEN CITY OF CHICO AND
CATHOLIC LADIES RELIEF SOCIETY #3
FOR USE OF CITY OF CHICO AFFORDABLE HOUSING FUNDS
(2020-2021 Fiscal Year)

STATEMENT OF SERVICES FOR USE OF CITY OF CHICO
AFFORDABLE HOUSING FUNDS
CATHOLIC LADIES RELIEF SOCIETY #3

Name of Provider: Catholic Ladies Relief Society #3
Address: 1386 Longfellow Ave., Chico, CA 95926
Telephone: (530) 345-8728
Contact Person/Title: Joan Costa, Bookkeeper, Catholic Ladies Relief Society #3

Term of this Agreement: July 1, 2020 to June 30, 2021

1. SERVICES TO BE PROVIDED FOR THE PREVENTION OF HOMELESSNESS IN CHICO:

Emergency utility payment assistance to prevent homelessness.

Total Funding Allocation: \$ 30,000.00

2. ELIGIBILITY CRITERIA FOR QUALIFICATION OF RECIPIENTS FOR SERVICES LISTED ABOVE.

Clients shall reside within City of Chico Sphere of Influence. Preference shall be given to clients at or below 50% AMI, but Provider may provide assistance to clients up to 80% of AMI, depending upon circumstances.

3. DISBURSEMENT CONDITIONS

One half of payment by August 15, 2020, one half by February 15, 2021.

4. REPORTING

Reporting required as outlined in Exhibit "B" and Exhibit "C."

EXHIBIT "B"
AGREEMENT BETWEEN CITY OF CHICO AND
CATHOLIC LADIES RELIEF SOCIETY #3
FOR USE OF CITY OF CHICO AFFORDABLE HOUSING FUNDS
(2020-2021 Fiscal Year)
392-000-8906/65995-392-4612

REPORT FOR USE OF AFFORDABLE HOUSING FUNDS

Name of Provider: Catholic Ladies Relief Society #3

Address: 1386 Longfellow Ave., Chico, CA 95926

Telephone: (530) 345-8728

Contact Person/Title: Joan Costa, Bookkeeper, Catholic Ladies Relief Society #3

___ Report Period July 1-December 31, 2020 (due January 31, 2021)

___ Report Period January 1-June 30, 2021 (due July 31, 2021)

Attach Exhibit "C" along with this report

Narrative of Program Progress (i.e. include number of contacts made, and summary of obstacles and/or successes):

SUBMITTED BY:

REVIEWED BY:

Joan Costa, Catholic Ladies Relief
Society #3

Marie Demers, Housing Manager

