

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Jesus Provides Our Daily Bread dba Jesus Center
Contractor

Intergovernmental Project
Project Title

201-000-8801/65998-201-4623
Budget Account No.

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on April 4th, 2022, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and Jesus Center, a nonprofit corporation, (Consultant).

SECTION 1 - DESCRIPTION OF PROJECT

City desires to undertake that certain project (Project) described in EXHIBIT A, entitled “DESCRIPTION OF PROJECT,” and to engage Consultant to provide the required professional services relating to the Project.

SECTION 2 - SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Consultant shall perform those basic professional services in connection with the Project as are set forth more particularly in EXHIBIT B, entitled “SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE,” and shall complete said professional services in accordance with the completion schedule for professional services as incorporated in EXHIBIT B.

SECTION 3 - SCOPE OF PROFESSIONAL SERVICES - ADDITIONAL; COMPLETION SCHEDULE

City and Consultant agree that it may be necessary, in connection with the Project, for Consultant to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Consultant shall advise City, in advance and in writing, of the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Consultant shall not proceed to perform any such required additional professional service until City has determined that such professional service is beyond

the scope of the basic professional service to be provided, is required, and has given its written authorization to perform or obtain it. Each additional professional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Amendment No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be incorporated into EXHIBIT B accordingly.

SECTION 4 - COMPENSATION

Consultant shall be compensated for professional services rendered to City pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT C, entitled "COMPENSATION." Amounts due to Consultant from City for professional service rendered shall be evidenced by the submission to City by Consultant of an invoice, prepared in a form satisfactory to City, setting forth the amount of compensation due for the period covered by it. Each such invoice shall be forwarded to City so as to reach it on or before the 15th day of the month next following the month or months, or other applicable period, for which the professional service invoiced were provided. All such invoices shall be in full accord with any and all applicable provisions of this Agreement. City will make payment on each such invoice within 30 days of receipt of it. However, if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, then City shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF CONSULTANT

By executing this Agreement, Consultant warrants to City that Consultant possesses, or will arrange to secure from others, all of the necessary professional capabilities, experience, resources and facilities necessary to provide to City the professional services under this Agreement. In procuring the professional services of others to assist Consultant in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Consultant shall not employ or otherwise obtain the professional services of any person or entity known to Consultant or City to have, or be likely to develop during the term of this Agreement, an interest that is personally, or professionally, or financially adverse to any interest of City. Consultant will follow the best current, generally accepted professional practices in performing tests and procedures, making findings, rendering opinions, preparing factual presentations and providing professional advice and recommendations regarding professional services rendered under this Agreement.

SECTION 6 - RESPONSIBILITY OF CITY

To the extent appropriate to the Project contemplated by this Agreement, City shall:

6.1 Assist Consultant by placing at Consultant's disposal all available information pertinent to the Project, including previous reports and any other data relative to design and construction of the Project.

6.2 Guarantee access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform Consultant's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the services by Consultant.

6.4 Designate in writing a person to act as City's representative with respect to the services to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements and systems pertinent to Consultant's professional services.

6.5 Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in the Project.

6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

SECTION 7 - INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold City, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, related to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the services provided under this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Consultant shall reimburse City and its officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.

Consultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Consultant's obligation to indemnify, defend and hold harmless the City, its officers, employees and agents for claims involving "Professional Liability" claims involving acts, errors or omissions in the rendering of professional services (as defined in Civil Code section 2782.8(2), specifically, architects (Business & Professions Code section 5500), landscape architects (Business & Professions Code section 5615), professional engineers (Business & Professions Code section 6701), and professional land surveyors (Business & Professions Code section 8701)), shall be limited to the extent caused by Consultant's negligent acts, errors or omissions.

SECTION 8 - INSURANCE

Any requirements by City that Consultant carry general liability, errors and omissions, or any other type of insurance in connection with the services to be performed and/or professional services to be rendered by Consultant pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled "INSURANCE PROVISIONS."

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to services performed for City under this Agreement on file for at least four years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to City's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses related to such access and inspection activities, which shall be considered to be an additional professional service to City, falling under the provisions of SECTION 3 of this Agreement.

9.2 Assignment

This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either City or Consultant without the prior written consent of the other.

9.3 Changes to Scope of Services - Basic Professional Services

City may at any time, upon a minimum of 10 days written notice, modify the scope of basic professional services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable Federal, State, or City statutes, and any rules or regulations promulgated thereunder.

9.5 Conflict of Interest Code Applicability

If City's City Manager has determined that one or several of Consultant's Principal(s) or Project Manager(s) are subject to the provisions of Section 2R.04.180 of the Chico Municipal Code (the City's Conflict of Interest Code), then each such person will be required to comply with the provisions of said Code in connection with the professional services they render to the City under this Agreement. In such event, City's requirements are set forth in EXHIBIT E, entitled "CONFLICT OF INTEREST PROVISIONS," to this Agreement.

9.6 Exhibits Incorporated

All Exhibits attached to and referred to in this Agreement are hereby incorporated by this reference.

9.7 Independent Contractor

City and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the services performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

9.9 Jurisdiction

This Agreement shall be administered and interpreted under the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

9.10 Notice to Proceed; Progress; Completion

Upon execution of this Agreement by the parties, City shall give Consultant written notice to proceed with the services. Such notice may authorize Consultant to render all of the professional services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, City shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the services. Upon receipt of such notices, Consultant shall diligently proceed with the services authorized and complete it within the agreed time period.

9.11 Ownership of Documents

Title to all documents, designs, drawings, specifications, and the like with respect to services performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the professional services rendered by Consultant in connection with which they were prepared.

9.12 Subcontracts

Consultant shall be entitled, to the extent determined appropriate by Consultant, to subcontract any portion of the services to be performed under this Agreement. Consultant shall be responsible to City for the actions of persons and firms performing subcontract services. The subcontracting of services by Consultant shall not relieve Consultant, in any manner, of the obligations and requirements imposed upon Consultant by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Consultant of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall terminate on June 30, 2022. Notwithstanding the foregoing, City may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least 10 days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination. This Agreement may be extended for two additional periods of 12 months, upon execution of an amendment by the City and Consultant providing therefor.

For each succeeding 12-month term of this Agreement, Consultant may request City to adjust the compensation rate(s) during such term. Consultant's request for such an adjustment shall be filed with City no later than January 15, and shall be accompanied by such documentation, including, but not limited to, financial reports and records, operational cost data, and the like, as may be required by City to enable it to satisfactorily evaluate and make a determination upon it. Nothing hereinabove, however, shall require City to make any adjustment therefor in response to Consultant's request. Further, in no event shall any such adjustment exceed an amount equal to 75 percent of the increase in the Consumer Price Index for All Urban Consumers (CPI-U) - U.S. City Average - as published by the Bureau of Labor Statistics, U.S. Department of Labor, for the most recent available previous 12-month period. As an example, if such Index increased 10 percent for a preceding 12-month period, an annual adjustment could not exceed 7.5 percent regardless of whether or not the Consultant's documented costs exceed 7.5 percent.

9.14 Notice

Any notices required to be given pursuant to this Agreement shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service or, alternatively, by personal delivery or overnight courier service addressed to the parties as follows:

To City:	City Manager City of Chico P. O. Box 3420 Chico, CA 95927-3420	or	City Manager City of Chico 411 Main Street Chico, CA 95928
To Consultant:	Jesus Center 2255 Fair Street Chico, CA 95928		

SECTION 10 - SPECIAL PROVISIONS

This Agreement shall include all special provisions, if any, as are set forth on EXHIBIT F, entitled "SPECIAL PROVISIONS."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date first set forth above.

CITY:



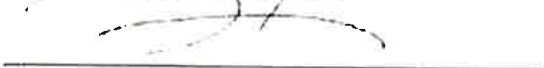
Chief Matthew Madden, Interim City Manager*
Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

CONTRACTOR:



By: Amber Abbey-Bass, Executive Director*

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

APPROVED AS TO CONTENT:



Scott Dowell, Administrative Services
Director

*Pursuant to The Charter of the
City of Chico, Section 909(D)

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Jesus Provides Our Daily Bread dba Jesus Center
Architect/Consultant/Engineer

Intergovernmental Project
Project Title

201-000-8801/65998-201-4623
Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

Consultant will be responsible for providing wages, equipment, supplies and products for the startup of the Pallet Shelter Site which shall consist of 177 pallet shelters located at 2352 Martin Luther King Jr. Parkway, Chico, California.

Documentation for eligible expenses:

Consultant shall provide proof of payment and supporting documentation of eligible expenses/invoices for items listed above. Supporting documentation shall include, but not limited to; documentation that alternate funds are not available for requested expense, receipts, copies of payroll, logs of staff time and duties while preparing, preventing and responding to coronavirus.

Disbursement Conditions:

Eligible expenses must comply with CDBG-CV guidelines. All funds related to this agreement will be dispersed upon execution of this agreement. Eligible expenses must comply with CDBG-CV guidelines. The City will require repayment of any ineligible expenses.

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EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Consultant shall provide professional services as follows:

General Site Startup Provisions

- Secure and train site staff in preparation of opening of Site;
- Work with City Staff on the development of: Shelter Site Rules, Admissions Policies, Grievance Procedure, Reasonable Accommodation Process, and Expulsion Procedures;
- Provide janitorial supplies for Site;
- Provide Personal Protective Equipment as per OSHA Standards;
- Provide equipment needed for the startup of the Site to include: one (1) refrigerator and three (3) microwaves;
- Provide computers, printers, copy machines and tablets for employees to be available for opening of the Site.

Services to be Provided by City

- Laundry Services- Provide complete laundry services for the Site for up to 354 individuals. Services to allow for each resident to have one (1) load of laundry completed per week and will include laundry soap, bags, bleach, gloves, and cleaning supplies and sanitizing of laundry machines as necessary.
- Shower Services- Provide shower services at the Site for up to 354 people to be able to shower at least once a week. Services to include towels, soap, and onsite personnel to manage showers while in use, as well as sanitizing showers as necessary.
- Food- Provide meals for up to 354 individuals, seven (7) days per week. Meals to include a la carte items for breakfast and lunch and a prepared meal for dinner as well as plates, napkins and utensils.
- Two handwashing stations for every fifty (50) occupants at the site.

- Three (3) toilets for every fifty (50) occupants at the site.
- Potable drinking water.
- Garbage, waste, and rubbish disposal.
- Hospitality Tent- A 30x60 tent in the common area, along with tables and chairs to accommodate occupants.
- Meeting space for Service Consultants.
- Electricity to site.
- Bike Parking
- Pet Run Area
- 177 Emergency Pallet Shelters
- Provide professional security for Site.

Completion Schedule

Consultant to provide services as outlined in this agreement at the Pallet Shelter Site beginning on March 1, 2022 through June 30, 2022.

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EXHIBIT C

COMPENSATION

Total maximum compensation for the services outlined herein shall not exceed \$120,777.00.

1. Payment Terms: \$120,777.00 to be paid upon receipt of a signed agreement. Initial documentation of these expenses shall be provided to City by May 15, 2022. Documentation for all expenses related to this contract shall be provided to the City by July 15, 2022.

Budget for FY 2022	
Program Supplies	\$10,000.00
Equipment	\$20,250.00
PPE	\$875.00
Janitorial	\$2,500.00
Wages	\$87,152.00
Total	\$120,777.00

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INSURANCE PROVISIONS

General Liability Insurance

Consultant/Contractor shall obtain commercial general liability insurance (occurrence policy form) from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better or, in the alternative, an unlicensed U.S. domiciled company or companies with an "A" rating, which provides coverage for bodily injury, personal injury and property damage liability in the amount of at least \$1,000,000 per occurrence, and \$2,000,000 in the aggregate, with a maximum policy deductible of \$5,000, or as approved by the City's Human Resources and Risk Management Office.

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specific minimum insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named Insured, whichever is greater.

The insurance coverage required herein shall be evidenced by a certificate of insurance with policy endorsements and shall be executed by an authorized official of the insurer(s). In addition to the limits of coverage described above, the certificate of insurance shall provide that the insurer shall provide to City at least 30 days prior notice of cancellation or material change in coverage, or 10 days prior notice of cancellation for non-payment.

Consultant/Contractor acknowledges and agrees that City of Chico, its officers, boards and commissions, and members thereof, its employees and agents, are covered as additional insureds with respect to any liability arising out of the activities of Consultant/Contractor as the named insured. Such additional insured status shall be evidenced by a policy endorsement executed by an authorized official of the insurer(s). A blanket endorsement which provides additional insured status to any person or organization with whom Consultant/Contractor, as named insured, has entered into a written contract, such as this Agreement, shall satisfy this requirement.

The insurance coverage required herein shall be primary and non-contributory insurance with

respect to the City of Chico, its officers, officials and employees. Any insurance or self-insurance maintained by the City of Chico, its officers, officials or employees shall be in excess of the insurance afforded to the named insured by the insurance coverage required herein and shall not contribute to any loss. Such primary insurance status shall be evidenced by a policy endorsement issued by an authorized official of the insurer(s), and shall be at least as broad as CG 20 01 04 13. In the alternative, a letter issued by an authorized official of the insurer(s) and copies of the pertinent page(s) of the policy shall satisfy this requirement.

The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City of Chico (if agreed to in a written contract or agreement) before City of Chico's self-insurance shall be called upon to protect it as a named insured.

All self-insured retentions (SIR) must be disclosed to the City's Human Resources and Risk Management Office for approval and shall not reduce the limits of liability. Policies containing any (SIR) provision shall provide or be endorsed to provide that the SIR may be satisfied by either the named Insured or City of Chico. City of Chico reserves the right to obtain a full certified copy of any Insurance policy or endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

Automobile Liability Insurance

Consultant/Contractor shall obtain automobile liability insurance from one or more U.S. domiciled insurance companies licensed to do business in the State of California with an A.M. Best Company rating of "B" or better which provides coverage for bodily injury, personal injury, and property damage liability in the amount of at least \$500,000 combined single limit for each occurrence. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Consultant/Contractor agrees to include with all subconsultants/subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the subconsultant/subcontractor's work. Subconsultant/Subcontractor agrees to be bound to Consultant/Contractor and City of Chico in the same manner and to the same extent as Consultant/Contractor is bound to City of Chico under the agreement. Subconsultant/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-subcontractor to the extent they apply to the scope of the Sub-subconsultant/Sub-subcontractor's work.

A copy of the City of Chico Insurance Provisions will be furnished to the subconsultant/subcontractor upon request. Evidence of such coverage shall be maintained by Consultant/Contractor and provided to City upon request.

Workers' Compensation Insurance

Consultant/Contractor shall, at Consultant/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Consultant/Contractor shall also require all of Consultant's subconsultants/subcontractors to maintain this insurance coverage. Proof of workers' compensation insurance or other documentation acceptable to City evidencing such insurance coverage shall be provided by Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors to City upon request.

Subrogation

Consultant/Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Consultant/Contractor or Consultant/Contractor's subconsultants/subcontractors for City under this Agreement.

Indemnity

Consultant/Contractor/Subconsultant/Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law.

The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

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EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

None.

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EXHIBIT F

SPECIAL PROVISIONS

Work shall be performed per the requirements of the Settlement Agreement (Attachment A).

COMPLIANCE REQUIREMENTS FOR USE OF CITY OF CHICO COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS (CDBG-CV) FUNDS
Public Services Activity – March 1 through June 30, 2022.

A. The Consultant agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Consultant, its subcontractors, and any other State provisions as set forth in this Agreement.

B. The Consultant agrees to comply with all federal laws and regulations applicable to the CDBG-CV appropriation and activity(ies), and with any other federal provisions as set forth in this Agreement.

D. Consultant shall comply with all applicable uniform administrative requirements set forth in 2 CFR part 200. All expenditures of City funds by Consultant 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.

E. Consultant 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).

Consultant with 15 or more employees must designate a Section 504 Coordinator, establish grievance procedures and include non-discrimination notices in informational, advertising and marketing materials for CDBG funded activities.

F. Consultant agrees that 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. Receipt of Pallet Site services shall not be contingent upon individuals' participation in any type of religious activity.

G. Any CDBG-CV Funding paid to Consultant shall be used solely for the purposes of serving households below 80% area median income. The use of funds is limited to activities that are tied to preventing, preparing and/or responding to the coronavirus (COVID-19) pandemic. Reimbursable expenses must comply with CDBG-CV guidelines for eligible expenses.

H. Funding paid hereunder shall not apply toward indirect costs unless Consultant has submitted to City in writing, and City has approved in writing in its sole and absolute discretion, an Indirect Cost Allocation Plan.

I. A Duplication of Benefits (DOB) is not allowed. A DOB occurs when a Consultant receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular purpose.

J. National Objectives. Consultant recognizes and agrees that all activities funded with the Funding shall meet at least one of the following CDBG program's National Objectives: (1) benefit low-and-moderate income persons; (2) aid in the prevention or elimination of slums or blight; or (3) meet community development needs having a particular urgency, as defined in Title 24 of the Code of Federal Regulations ("CFR") 570.208.

K. Levels of Accomplishment – Consultant acknowledges and agrees that the activities and services carried out with the Funding are subject to goals and performance measures, which may include such measures as units rehabbed, persons or households assisted, or meals served, and timeframes for performance.

L. The term of this Agreement shall be for that period set forth in Exhibit "B". If City approves subsequent funding for Consultant, this Agreement may be amended and/or renewed in writing to provide for a new funding period. The term of this Agreement and the provisions hereof shall be extended to cover any additional time period which Consultant remains in control of Funding or other CDBG assets, including program income.

M. Consultant's obligation(s) to the City under this Agreement shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, return of unspent cash advances, and determining the custodianship of records.

N. Termination for Convenience. The City may terminate this Agreement, with the consent of the Consultant, upon the parties' agreement of the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. This Agreement may be terminated by Consultant upon written notification to the City, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, in the case of partial termination, if the City determines that the remaining portion of this Agreement will not accomplish the purpose for which the Funding was provided, the City may terminate this Agreement in its entirety.

Termination for Lack of Funds. City may, in its sole and absolute discretion, terminate this

Agreement and Consultant's allocated Funding in whole or in part by providing ninety (90) days written notice that adequate funds are not available to perform this Agreement.

O. Consultant shall receive payment of the Funding for eligible expenses as set forth on Exhibits "C and H." Payment shall be subject to submission by Consultant and approval by City of a Payment Request Form – Exhibit "H" and any requested supporting documentation.

Consultant 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. Consultant agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C. (the Hatch Act).

Consultant shall submit quarterly progress reports to the City in the form, content, and frequency as required by City, as outlined in Exhibit "G" – Report for Use of City of Chico CDBG-CV Funds.

SUSPENSION AND DEBARMENT

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Consultant is required to verify that none of the Consultant's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. The Consultant must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by City. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ON-SITE MONITORING

A. PROGRAMMATIC:

Authorized representatives of HUD and City shall be allowed to monitor the performance of Consultant against the goals and performance outlined in this Agreement. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Consultant within a reasonable period of time after being notified by City, contract suspension or termination procedures may be initiated. Such monitoring may include, but is not limited to, observation of services provided, interviews with Consultant personnel and staff involved in project operations and validation of source data used in the preparation of reports

to City.

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

B. FISCAL:

The Administrative Services Director or his/her designee, or a certified public accountant selected by City, shall conduct an annual audit of Consultant's records maintained in connection with the operations and services performed pursuant to this Agreement. Such audit will be conducted in accordance with audit guidelines prescribed by HUD. Consultant shall make its records available for this purpose.

The Administrative Services Director may accept an audit from an independent auditor in lieu of or in addition to a City audit. City will supply Consultant with a preliminary draft of the audit report and hold a conference with Consultant to discuss the report if any findings are noted. Consultant shall respond to all findings within ten (10) working days after the conference. The response will be incorporated in the audit report for submittal to the City Manager.

City will notify Consultant of any disallowed expenses. Consultant shall make payment of disallowed expenses to City within thirty (30) days of such notification, unless otherwise specified by City.

SUBCONTRACTS

The Consultant 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. The Consultant shall monitor all subcontracted services on a regular basis to assure compliance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documentation of follow-up actions taken to correct areas of noncompliance. The Consultant shall cause all of the provisions of this Agreement to be included in and made a part of any subcontract executed in the performance of this Agreement. The Consultant shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

Jesus Provides Our Daily Bread dba Jesus Center
Architect/Consultant/Engineer

Intergovernmental Project
Project Title

201-000-8801/65998-201-4623
Budget Account Number

EXHIBIT G

**REPORT FOR USE OF CITY OF CHICO
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS
(CDBG-CV) FUNDS
Public Services Activity**

Reporting Period

Reporting due no later than July 15, 2022.

Total - CDBG-CV Allocation: \$120,777.00

Services provided **DURING THIS REPORT PERIOD:**

Estimated Goal: (177) Individuals served this reporting period _____ *

Total new households enrolled this report period (after 1st report) _____ *

I hereby certify the above information to be true and correct to the best of my knowledge, and that CDBG-CV funds were used to prevent, prepare for and/or respond to the Coronavirus (COVID-19) pandemic.

SUBMITTED BY:

REVIEWED BY:

Executive Director

City of Chico

Date

Date

*Demographic information required on each person served

Jesus Provides Our Daily Bread dba Jesus Center
Architect/Consultant/Engineer

Intergovernmental Project
Project Title

201-000-8801/65998-201-4623
Budget Account Number

EXHIBIT H

EXPENSEREPORT
FOR USE OF CITY OF CHICO
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS
(CDBG-CV) FUNDS
Public Services Activity
201-000-8801/65998-201-XXXX

PAYMENT REQUEST SUMMARY

Expense Period (from) _____ (to) _____

Operational Costs	\$ _____
Maintenance Costs	\$ _____
Transportation	\$ _____
Supplies/Equipment	\$ _____

TOTAL EXPENSES THIS PERIOD \$ _____

REQUIRED DOCUMENTATION:

_____ Copies of invoices with summary for all expenses

_____ Income Statement and Balance Sheet for Draw Period

Pursuant to the Agreement between the City of Chico and the Jesus Center, the Jesus Center certifies that all expenses have been used to prepare for, prevent and respond to coronavirus.

SUBMITTED BY:

APPROVED BY:

Executive Director

City of Chico

Date

Date

Jesus Provides Our Daily Bread dba Jesus Center
Architect/Consultant/Engineer

Intergovernmental Project
Project Title

201-000-8801/65998-201-4623
Budget Account Number

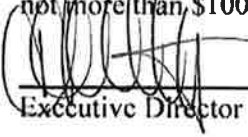
EXHIBIT J

**LOBBYING CERTIFICATION FOR USE OF CITY OF CHICO
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS
(CDBG-CV) FUNDS
Public Services Activity**

THE UNDERSIGNED CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Executive Director

3.21.2022
Date