

**AGREEMENT BETWEEN CITY OF CHICO AND
HOME AND HEART FOR USE OF CITY OF CHICO
AFFORDABLE HOUSING FUNDS
(2022-2023 Fiscal Year)**

THIS AGREEMENT is made on July 1, 2022, between the City of Chico, a municipal corporation, ("City") and Home & Heart, a California non-profit corporation ("Home & Heart").

WHEREAS, the purpose of Home & Heart is to promote home sharing, increase the stock of affordable housing options and to support older adults to age in place; and

WHEREAS, there is a continuing housing shortage in Chico, which has been exacerbated by the Camp Fire and the global pandemic; and

WHEREAS, Home & Heart's home share program ("Program") matches older adults who wish to age in place with students and other individuals seeking affordable housing opportunities in the community to prevent homelessness in Butte County; 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 prevention of homelessness and to the Program on the terms and conditions set forth herein.

NOW, THEREFORE, Home & Heart and City agree as follows:

1. PURPOSE.

Home & Heart has established the Program to meet local affordable housing needs including needs of persons at risk of homelessness or experiencing homelessness. The Program requires assistance for its operation and administrative expenses to promote the services and facilitate the home share service for older adults, students and other individuals seeking affordable housing opportunities in the community.

2. TERM/TERMINATION.

The term of this Agreement shall be from July 1, 2022 to June 30, 2023 ("Term"). If City approves subsequent funding for Home & Heart, 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 Home & Heart's allocated Funding upon ninety (90) days written notice that adequate City funds are not available for payment. Home & Heart may terminate this Agreement at any time subject to Home & Heart 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).

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.

Home & Heart 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, Home & Heart 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. ATTRIBUTION.

Home & Heart 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.

10. LEGAL COMPLIANCE.

Home & Heart 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. Home & Heart 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 Home & Heart with the Funding.

11. NON-DISCRIMINATION CLAUSE.

Home & Heart 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 Home & Heart pursuant to this Agreement, Home & Heart shall not discriminate against any employee, recipient of Home & Heart'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 Home & Heart is a religious organization, Home & Heart 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.

12. 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. Home & Heart shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement.

4. USE OF FUNDING.

Use of the Funding by Home & Heart shall be subject to the following terms and conditions:

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

B. Home & Heart 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.

Home & Heart shall receive payment of the Funding for eligible expenses as set forth on Exhibit "A." Payment shall be subject to submission by Home & Heart and approval by City of a Payment Request Form—Exhibit "B".

6. REPAYMENT OF UNEXPENDED FUNDING.

If any Funding advanced to Home & Heart is not be expended during the Term of this Agreement, Home & Heart 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 Home & Heart's retention of unexpended Funding shall be in writing in accordance with Section 2 of this Agreement.

7. DOCUMENTS, REPORTS AND RECORDS.

A. Home & Heart 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 Home & Heart. However, recognizing that Home & Heart may from time to time render services to recipients which are highly personal and confidential in nature, City, in its dealings with Home & Heart, 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 Home & Heart, subject to the requirements of applicable law including but not limited to the California Public Records Act. Any inspection or audit of Home & Heart'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 Home & Heart shall make its records available to the City for this purpose.

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

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

13. ASSIGNABILITY.

Home & Heart 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 Home & Heart from City under this Agreement may be assigned to a bank, Home & Heart 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 the day and year hereinabove first written.

HOME & HEART

By: 
Cathryn Carlhuff, Executive Director

CITY OF CHICO

By: 
MARK GORENSEN, City Manager

REVIEWED AS TO CONTENT:



Barbara Martin,
Interim Administrative Service Director*

APPROVED AS TO CONTENT:


Marie Demers, Housing Manager

*Reviewed by Finance and Information Systems

APPROVED AS TO FORM:


Vincent C. Ewing**
City Attorney

Authorized pursuant to Sec. 2R.04.170
Chico Municipal Code and by City
Council motion on adoption of the
2022-23 City Budget on June 7, 2022

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

EXHIBIT "A"

**STATEMENT OF SERVICES FOR USE OF CITY OF CHICO
AFFORDABLE HOUSING FUNDS FOR
HOME & HEART HOME SHARING PROGRAM
(2022-2023 Fiscal Year)**

Name of Provider: Home and Heart
Address: P.O. Box 3844, Chico, CA 95927
Telephone: (530) 591-3742
Contact Person/Title: Cathryn Carkhuff, Home & Heart Executive Director

Term of this Agreement: July 1, 2022 to June 30, 2023

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

The Home & Heart program will maximize use of existing housing stock, thereby increasing the supply of affordable housing without the cost of new development. Interested homeowners will be paired with interested students or other individuals seeking affordable housing opportunities for a reciprocal housing arrangement.

This Agreement provides funding for staffing, rental of office space, and administrative tasks such as background checks, insurance, and general business expenses incurred in the operation of Home and Heart home share program.

Funding Allocation: \$ 30,000.00

DISBURSEMENT CONDITIONS: Subject to submission of complete disbursement information, similar in form and content to Exhibit B to this Agreement, no more than once monthly, City will reimburse Home and Heart for its expenses.

EXHIBIT "B"

**PAYMENT REQUEST FOR USE OF CITY OF CHICO
AFFORDABLE HOUSING FUNDS FOR
HOME AND HEART HOME SHARING PROGRAM
(2022-2023 Fiscal Year)**

Account Number:
392-000-8906/65995-392-4612

PAYMENT REQUEST SUMMARY

Project Draw Number _____ Draw Period (from) _____ (to) _____

Administrative Expenses
(Personnel, Wages, Rent, General Operations) \$ _____

Administrative Expenses
(3rd Party – insurance/background checks) \$ _____

TOTAL PAYMENT REQUESTED THIS PERIOD \$ _____

REQUIRED DOCUMENTATION

___ Copies of invoices with summary for 3rd Party expenses.

Pursuant to the Agreement between City of Chico and Home & Heart, we hereby request a progress payment of \$ _____ for the Program.

SUBMITTED:

Cathryn Carkhuff, Executive Director
Home & Heart Program

Date

APPROVED:

MaryJo Alonzo, Housing Program Analyst
City of Chico

Date

EXHIBIT "C"
REPORT FOR USE OF CITY OF CHICO
AFFORDABLE HOUSING FUNDS FOR
HOME AND HEART HOME SHARING PROGRAM
(2022-2023 Fiscal Year)

Name of Provider: HOME AND HEART

Address: P. O. Box 3844, Chico, CA 95927

Contact Person/Title: Cathryn Carkhuff, Executive Director

_____ Report Period July 1-December 31, 2022 (due January 31, 2023)

_____ Report Period January 1-June 30, 2023 (due July 31, 2023)

Narrative of Program Progress (i.e. include number of contacts made, housing placements, obstacles, successes):

SUBMITTED BY:

REVIEWED BY:

Cathryn Carkhuff, Executive Director
Home & Heart Program

MaryJo Alonzo, Housing Program Analyst
City of Chico



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 141876

1. Date July 12, 2022	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off CDD/Housing/jnh
5. <input checked="" type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached		7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor

8. DELIVER TO (Point of Delivery Destination) City of Chico-Housing P.O. Box 3420 Chico, CA 95927 REQUIRED DELIVERY DATE: _____	10. FUND(S) AND ACCOUNT(S) CHARGED: 392-000-8906/65995-392-4612 \$30,000.00
9. VENDOR/CLAIMANT (Name and Address) Home and Heart P.O. Box 3844 Chico, CA 95927	PEID NO. 60683

11. ORDER / CLAIM (Subject to conditions in Section 13.)

QUANTITY ORDERED	UNIT	INV.	DESCRIPTION	PRICE PER UNIT	TOTAL PRICE
			City funding assistance for 2022-23 fiscal year in accordance with Agreement Between City of Chico and Home and Heart for use of Affordable Housing Funds (Home and Heart program)		\$30,000.00
			Home and Heart Description (14 Characters)		
Subtotal					\$ 30,000.00
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
TOTAL ⇨					\$ 30,000.00

ATTENTION VENDOR: Mail your invoice with this Purchase Order Number noted thereon to FINANCE OFFICE, P.O. Box 3420, Chico, CA 95927-3420. Unless otherwise stated, ALL PRICES ARE FOB POINT OF DELIVERY, AS SPECIFIED IN SECTION 8, ABOVE. NO EXCEPTIONS.

12. Approvals

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. NOTICE TO VENDOR

- ACCEPTANCE OF THIS ORDER/CLAIM BY VENDOR/CLAIMANT NAMED HEREON CONSTITUTES VENDOR'S/CLAIMANT'S AGREEMENT TO AND ACCEPTANCE OF THE FOLLOWING LISTED CONDITIONS.
- Claimant (Section 12A) certifies that upon claimant's personal knowledge the items and amounts set forth are true and correct, that no part thereof has been paid by the City of Chico, and that the amount claimed is justly due.
 - Void unless signed by City Manager or the authorized representative in Section 12C, above. Changes of any kind from items specified in Section 11, above, are not authorized unless approved in writing by City Manager prior to shipping.
 - Invoices must reflect only those items stipulated in Section 11, above, which have been shipped. Payment will not be made by City of Chico until goods or services ordered have been satisfactorily received. Back ordered items may not be billed on invoice. Invoices must be rendered no later than date of shipment. Invoices must reflect Purchase Order Number appearing on this Order. All goods, material, and supplies delivered must clearly indicate Purchase Order Number on outside of package.
 - Payment will be made with approval from receiving department for items received/services rendered within 30 days of receipt of invoice or as specified by contract.
 - The City Manager reserves the right to cancel from this order any or all item(s) not delivered by the delivery date specified in Section 8, above, unless written notice of vendor's inability to comply with the requirement is forwarded to and accepted by the City Manager.
 - Unless otherwise stated, all prices are F.O.B. point of delivery as specified in Section 8, above.
 - The City of Chico reserves the right to reject any or all item(s) delivered which do not conform to specifications reflected above or which have been damaged in transit. Such goods will be returned at sole risk, cost, and expense of vendor.



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

PURCHASE ORDER / PAYMENT AUTHORIZATION / CLAIM

No. 141876

1. Date <p align="center">July 12, 2022</p>	2. Date Check Required	3. Quote/Bid Reference (Complete if applicable) <input checked="" type="checkbox"/> Per Agreement/Amendment Dated _____ <input type="checkbox"/> Bid Quote Summary Attached <input type="checkbox"/> Sole Source/Vendor Approval Attached <input type="checkbox"/> Rotational Vendor	4. Preparing Dept/Off <p align="center">CDD/Housing/jnh</p>
5. <input type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached	7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor	
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PEID NO. <u>60683</u>			

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Subtotal					\$ 30,000.00
<input type="checkbox"/> Sales Tax					
<input type="checkbox"/> Use Tax					
TOTAL ⇨					\$ 30,000.00

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A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. CERTIFICATION (Does not apply to Claim)

I hereby certify that the goods and/or services ordered and reflected in Section 11, above, have been partially fully received or rendered satisfactorily, or that payment is authorized in this instance in advance of receipt of goods or services (e.g. equipment maintenance, subscriptions, dues, insurance premiums, etc.) Accordingly, I hereby certify that payment may be made to vendor named hereon, "Inventory Report" form is attached for each item checked in "INV." column in Section 11 above.

Date _____ By _____
Authorized Dept./Officer Signature



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

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Subtotal					\$ 30,000.00
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12. Approvals

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature) <i>[Signature]</i>	C. City Manager (Authorized Signature) <i>[Signature]</i>
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13. FINANCIAL OFFICE PARTIAL PAYMENT RECORD

Paymt. No.	DATE OF PAYMENT	AMOUNT OF PAYMENT	BALANCE ENCUMBERED	Paymt. No.	DATE OF PAYMENT	AMOUNT OF PAYMENT	BALANCE ENCUMBERED
1				6			
2				7			
3				8			
4				Final Payment:			
5				Total All Payments: (1)			

(1) Cancel unencumbered balance by Journal Entry after Final Payment, then this Encumbrance Copy may be destroyed



CITY OF CHICO
P.O. BOX 3420 CHICO, CA 95927-3420

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5. <input type="checkbox"/> Annual Master <input type="checkbox"/> Encumber <input type="checkbox"/> Payment Authorization <input type="checkbox"/> Confirming	6. Budgeted (Attach Budget to Actual Report) <input checked="" type="checkbox"/> Budgeted <input type="checkbox"/> Supplemental Appropriation No. _____ <input type="checkbox"/> Approved Request for Over-Expenditure Attached	7. For Contractor's Retention Only: <input type="checkbox"/> Held by City <input type="checkbox"/> Paid to Escrow Agent <input type="checkbox"/> Paid to Contractor
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12. Approvals

A. Claimant (Authorized Signature)	B. Dept. Head (Authorized Signature)	C. City Manager (Authorized Signature)

13. REMARKS (Indicate below any comments appropriate to this order)

Make and send copies of this Order to:

- City Manager _____
- Finance Office _____
- City Clerk _____
- Planning Office _____
- Police Dept. _____
- Public Works Dept. _____

- Fire Dept. _____
- Personnel Office _____
- Park _____
- Airport _____
- City Attorney _____
- Community Development _____
- _____