

AMENDMENT NO. 1

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

AGREEMENT DATED APRIL 25, 2022

BETWEEN CITY OF CHICO

AND

Jesus Provides Our Daily Bread dba Jesus Center
Contractor

Intergovernmental Project
Project Title

052-688-5330
Budget Account Number


THIS PROFESSIONAL SERVICES AGREEMENT AMENDMENT (Amendment) is entered into on August 29th, 2022, by and between the City of Chico, a municipal corporation under the laws of the State of California (City), and Jesus Center, a nonprofit corporation, (Contractor). On April 25, 2022, City and Contractor entered into "City of Chico - Professional Services Agreement", (Agreement). The provisions of the Agreement are hereby amended as follows:

1. Article 9, Section 9.7 – Independent Contractor is amended to include additional language and now reads as follows:
City and Contractor agree that the relationship between them created by this Agreement is that of an employer-independent contractor. By entering into this Agreement with Contractor, City is not a joint-employer and does not intend to be considered as a joint-employer. Contractor is the sole employer of the individuals who perform services under this Agreement, City is not a joint-employer of said individuals. Contractor shall be solely responsible for the conduct of the individuals servicing the City under this Agreement, not the City. Contractor has the exclusive control over its employees working under this Agreement, not the City. City exercises no control over Contractor's employees working under this Agreement.
Contractor shall be free to render professional services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Contractor's ability to fulfill the obligations established herein to City.
2. Exhibit B is hereby superseded and replaced by revised Pages B1-R1 through B3-R1 attached hereto.
3. Exhibit C is hereby superseded and replaced by revised Page C1-R1 attached hereto.

4. Exhibit D is hereby superseded and replaced by revised Page D1-R1 through D4-R1 attached hereto.
5. All other provisions of the Agreement shall remain in full force and effect.

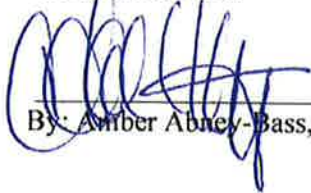
IN WITNESS WHEREOF, the parties have executed this Amendment on the date set forth above.

CITY:




Mark Sorensen, City Manager*
*Authorized pursuant to Section
3.08.060 of the Chico Municipal Code

CONTRACTOR:




By: Amber Abney-Bass, Executive Director

APPROVED AS TO FORM:



Vincent C. Ewing, City Attorney*

REVIEWED AS TO CONTENT:



Barbara Martin, Interim Administrative
Services Director*

*Pursuant to The Charter of the
City of Chico, Section 906(D)

*Reviewed by Finance and Information
Systems

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EXHIBIT B

Scope of Contractual Services - Basic

The Contractor shall provide contractual services as follows:

Amendment No. 1 Services (in bold):

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Contractor shall provide professional services as follows:

General Site Operations

- Operation of Shelter Site including overall site functionality and staffing.
- Work with City staff on the development of: Shelter Site Rules, Admissions Policies, Grievance Procedure, Reasonable Accommodation Process, and Expulsion Procedures.
- Coordinate service provision with City departments, contractors (laundry, shower, food, security), community organizations, community volunteers, County departments, etc.
- Oversee food delivery and a-la-cart meals and ensure staff/volunteers are available to service dinner.
- Develop pod structure for Site operations.
- Communicate with Outreach and Engagement staff regarding bed availability.
- Enforce all site, admission, and grievance policies.

- Serve as main point of contact with community members, volunteers and City with questions/concerns regarding site operations.
- Assist in securing funding donations from surrounding community and outside donors.

Intake and Services to Residents

- Work with the Chico Police Department regarding resident intake, screening procedures, and other related needs.
- Conduct outreach as necessary.
- Develop a list of case management opportunities for residents, including transition opportunities, income benefits, health care, treatment, etc. .
- Communicate necessary guest information to shelter employees.
- Assist in the maintenance of safety and security of shelter property, and report concerns to assigned Department Director or security as necessary.
- Maintain positive, supportive and respectful guest relations.

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

Contractor to provide services as outlined in this agreement at the Pallet Shelter Site beginning on February 9, 2022 through **June 30, 2023**.

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COMPENSATION

Amendment No. 1 Services (in bold):

COMPENSATION

Total maximum compensation for the services outlined herein shall not exceed **\$1,604,021.00**

1. Payment Terms

Compensation shall be based upon actual invoices received and shall be paid according to the following schedule: Invoices to be submitted no more than **twice** monthly with the final invoice by **July 15, 2023**.

Budget for FY 2022-2023

Transportation	\$7,800.00
WC Insurance	\$56,700.00
Insurance	\$100,000.00
Program Supplies	\$90,000.00
Equipment	\$6,000.00
PPE	\$5,400.00
Cleaning Supplies	\$30,000.00
Wages A Services	\$306,800.00
Wages B Monitors	\$704,912.00
Benefits	\$185,000.00
Operational Subsidy	\$111,408.96
Total	\$1,604,020.96

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EXHIBIT D

INSURANCE PROVISIONS

Amendment No. 1 Services (in bold):

General Liability Insurance

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. Any such policy shall provide 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. Insurance must be obtained by or before September 22, 2022.

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 insureds. 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.

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 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 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

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 Contractor and provided to City upon request.

Subconsultant/Subcontractor Insurance

Contractor agrees to include with all Sub-consultants/Sub-contractors 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 Sub-consultant/Sub-contractor's work.

Sub-contractor agrees to be bound to Contractor and City of Chico in the same manner and to the same extent as Contractor is bound to City of Chico under the agreement. Sub-consultant/Sub-contractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subconsultant/Sub-contractor 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 Sub-consultant/Sub-contractor upon request. Evidence of such coverage shall be maintained by Contractor and provided to City upon request.

Workers' Compensation Insurance

Contractor shall, at Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. 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 Contractor or Contractor's Sub-consultants/Sub-contractors to City upon request.

Subrogation

Contractor shall agree to waive all rights of subrogation against City for losses arising from Services performed by the Contractor or Contractor's Sub-consultants/Sub-contractors for City under this Agreement.

Indemnity

Until September 22, 2022, City agrees to indemnify Contractor against professional liability, losses, fines, or judgment, including costs, attorney's fees, and other expenses, for death or injuries to persons or property arising out of or in connection with Contractor's performance of its duties under this Agreement, unless caused by the gross negligence or willful misconduct of Contractor. From September 22, 2022 moving forward, Contractor agrees to indemnify City against liability losses, fines, or judgment, including costs, attorney's fees, and other expenses, for death or injuries to persons or property arising out of or in connection with Contractor's performance of its duties under this Agreement.

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. However, in the event Contractor obtains professional liability insurance sooner than September 22, 2022, all of City's obligations to indemnify Contractor shall terminate immediately upon issuance of the professional liability insurance policy required hereunder.

Professional Liability Insurance

No later than September 22, 2022, Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum \$1,000,000 limit, 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 providing coverage for services rendered to City under this Agreement.

Said insurance coverage shall be evidenced by a certificate of insurance which 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.

In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled, at any time and no replacement coverage is provided, City has the right to, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by the City shall be charged to and promptly paid by Contractor deducted from sums due the City, at the City's option.