

**AGREEMENT BETWEEN CITY OF CHICO AND  
HOME AND HEART FOR USE OF CITY OF CHICO  
AFFORDABLE HOUSING FUNDS  
(2023-2024 Fiscal Year)**

THIS AGREEMENT is made on July 1, 2023, 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 was exacerbated by the Camp Fire and 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, 2023 to June 30, 2024 ("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).

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;

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. CONTRIBUTION.

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.

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 Carkhuff, Executive Director

CITY OF CHICO

By:   
Mark Sorensen, City Manager

REVIEWED AS TO CONTENT:


  
Barbara Martin,  
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

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

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 6, 2023

**EXHIBIT "A"**

**STATEMENT OF SERVICES FOR USE OF CITY OF CHICO  
AFFORDABLE HOUSING FUNDS FOR  
HOME & HEART HOME SHARING PROGRAM  
(2023-2024 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, 2023 to June 30, 2024

**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  
(2023-2024 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  
(3<sup>rd</sup> Party – insurance/background checks) \$ \_\_\_\_\_

**TOTAL PAYMENT REQUESTED THIS PERIOD** \$ \_\_\_\_\_

**REQUIRED DOCUMENTATION**

\_\_\_\_ Copies of invoices with summary for 3<sup>rd</sup> 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**  
**(2023-2024 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, 2023 (due January 31, 2024)

\_\_\_\_\_ Report Period January 1-June 30, 2024 (due July 31, 2024)

**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