

CITY OF CHICO



REQUEST FOR PROPOSALS

Emergency Non-Congregate Housing Site

Release Date: October 11, 2021

Deadline for Questions: October 22, 2021 at 5:00 pm

Deadline for Proposals: November 17, 2021 at 5:00 pm

REQUEST FOR PROPOSALS – EMERGENCY NON-CONGREGATE HOUSING SITE

Overview

This Request for Proposals (RFP) is being issued by the City of Chico (“City”), who is partnering with the County of Butte (“County”), to identify qualified and available organizations, agencies or other vendors (“Providers”) to provide certain resources and services for unsheltered persons experiencing homelessness at a specified location.

The City is interested in obtaining proposals from qualified Providers. Proposals shall generally include:

- Operation of a 24/7 managed site at 2352 Martin Luther King Jr. Parkway; and
- Facilitation of co-located coordinated and integrated services focused on enabling an integrated, emergency housing and resources site to shelter and mitigate the impacts of living in conditions not intended for human habitation; and
- The establishment and implementation of proposed policies, procedures, participation practices, dismissal from property, and engagement rules.

The vision of the Chico Emergency Non-Congregate Housing Site (“Site”) is to 1) provide temporary, emergency housing for those experiencing homelessness in the City of Chico and, 2) provide opportunities for connecting to services offered by Butte County or other community-based service providers. The Site will serve as a first step to go beyond the provision of housing and assist individuals and families to connect to providers to graduate those experiencing homelessness out of homelessness.

Background

Governments, at various levels, across the entire country are struggling to address increasing number of unsheltered individuals who are living precariously and without stable housing. A variety of factors have contributed to the situation, including, but not limited to a system of inadequacy of available funding, economic factors, lack of affordable housing, lack of mental health services, a rise in substance abuse, the Coronavirus pandemic and a wide range of other contributing factors.

Beginning in March 2020, COVID-19 response changed the manner in which jurisdictions managed their homeless crises, with acute focus on public health outcomes and preventing widespread infection, disease and mortality from the virus. Relatedly, the Centers for Disease Control set forth guidelines intended to limit infection spread and maintain health connections for persons living in encampments. The CDC’s guidance caused local and state jurisdictions to leave encampments in place, and as a result, some encampments have grown in size, leading to public safety issues, crime, environmental and nuisance conditions. Although the County, in coordination with multiple service organizations, expanded shelter options at the onset of the pandemic through Project Roomkey, there are currently many individuals camping together, within City limits, in unmanaged encampments. The current conditions in some of these camps are dire, with known human waste, discarded hypodermic syringes, trash accumulation, rodent vectors, environmental damage, life safety risks, crime, and substandard living conditions for occupants.

Funding

1. The City has currently identified \$600,000 in funding to support the operation of the site for the

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remainder of the fiscal year, ending June 30, 2022. Additional funding may become available.

2. Funds for this solicitation may become renewable annually, depending on the availability of funds, successful performance of contract obligations, and compliance with City of Chico mandates. Annual funding may increase or decrease depending on availability of funding.
3. All Providers must be willing to comply with grant funding laws and regulations and have the operational capacity to do so. These requirements may include federal record-keeping, reporting and financial requirements under 24 CFR Part 570 and 2 CFR Part 200 and record keeping and data collection that may be required by the City and County.
4. In addition to the \$600,000 in City funding currently available, Providers may include other sources of grant funding that may be available to their organization to assist with the cost and implementation of services. Other anticipated sources of funding should be identified in the proposed project budget.

PURPOSE AND SCOPE

To address the issues cited above, the Chico City Council has directed staff to evaluate and coordinate the establishment of a managed site to provide unhoused individuals with a location to safely rest and minimize the spread of COVID. After an exhaustive consideration of all City-owned properties and many privately held properties, the City Council authorized use of 2352 Martin Luther King Jr. Parkway for emergency housing to mitigate the impacts of living in conditions not intended for human habitation.

Services will require coordination and partnerships with the County and local non-profits. The City is seeking respondents to serve as the Primary Provider and manager of the Site.

The City is interested in learning about interest and capacity in meeting the homeless service needs as outlined in the below Scope of Services. The City is seeking a Provider to serve as the primary contractor and manager of the site. The Provider may sub-contract for services not provided by the primary contractor. No duplication of services shall be funded. Provider must detail the services provided, the services sub provided, and the overall integration approach and plan.

Scope of Services

The City, in partnership with the County, will provide, will have prepared, and will cover the costs of, the following at the managed site:

- a. Up to 177 Micro shelters equating to 354 beds - each unit will include heat, air conditioning and electrical (each shelter will have two beds). The City anticipates that the Micro shelters will be organized in four pod areas to facilitate smaller communities within the site. Attached, as **Exhibit A** is a potential site plan. However, the City welcomes respondents to the RFP to make suggestions for the organization to the Micro shelter pods.
- b. Perimeter fencing
- c. Handwashing stations (2 per 50 people)
- d. Toilets (3 per 50 people)
- e. Shade tent
- f. Waste receptacles and waste service

- g. Trailer or space for County services to be provided, including private space for individual meetings between service providers and site users.
- h. Food service area
- i. Designated smoking area
- j. Secure bike storage
- k. Pet run
- l. Site lighting
- m. Electrical for climate controls to micro shelters
- n. Electrical charging station
- o. Access to potable water
- p. Designated Area(s) to accommodate other strongly desired programs
- q. All monthly utility costs

The County may provide, and may cover the costs of, the following services at the resting site:

- a. Housing navigation
- b. Mental Health Services
- c. Crisis Intervention
- d. Benefit Navigation

Required Scope of Services:

- a. Site management, including staffing for operations, security and property management. Respondents may include additional physical amenities beyond what the City will provide. For example, respondents may include additional outside common areas within the pods.
- b. Site cleaning and maintenance.
- c. Micro-Shelter cleaning and maintenance.
- d. Ability to accommodate pets.
- e. Development and implementation of site rules and procedures. Rules shall be based on preventing conduct that harms others' health and safety and consider COVID-safe protocols.
- f. Site User Violations/Grievance Procedure that includes:
 - Notice with specific information explaining misconduct and how it violated site rules;
 - Grievance process & meeting with site user;
 - Reasonable Accommodation Process;
 - Just-cause required; and
 - Referral to appropriate service/shelter alternatives if resident must leave.
- g. Outreach to and coordination with service providers from the County, local non-profit providers, hospitals/clinics and other organizations to facilitate connections to services provided by those entities. County services may include but are not limited to housing navigation, mental health services, crisis intervention and benefit navigation.
- h. Coordination with the community to address issues that arise in nearby areas.
- i. Security to include the prohibition of narcotics, alcohol, weapons of any kind, and other potentially dangerous materials (such as propane canisters, propane lighters, kerosene lanterns, etc.). Prescription medications must be inventoried. Narcotics and alcohol use is not permitted at the site.
- j. Intake of persons entering site, including demographic information for HUD reporting purposes.

Alternative Scope of Services strongly desired:

- a. Storage for participant belongings.
- b. Security or Security Center (for video monitoring and entry security).

- c. Transportation to recommended service provider appointments.
- d. Outdoor meal prep area and supplies.
- e. Mobile office space and supplies.

Information Requested: The City requests Respondents to provide information on how the following services could be included as a part of site operations:

- a. Food Service Area. Site operations should allow for meal services or a common kitchen area (or a combination thereof) to be available. Please propose how best to accomplish this goal.
- b. Laundry Services. Laundry service availability should be recognized as a valuable amenity for individuals using the site. Please propose by what means a potential solution can be achieved to enable site users' access to laundry services.
- c. Shower Facilities. Access to shower facilities should be recognized as a valuable amenity for individuals using the site. Please propose by what means individuals using the site can access showers.

PROPOSAL CONTENTS and SUBMITTAL REQUIREMENTS

Proposal Content

Proposals shall include, but are not limited to, the following information:

1. Transmittal Letter
 - a. Addressed to Ms. Angie Dilg, Management Analyst
 - b. Signed by an officer of the Provider organization. In the case of joint venture or other joint-prime relationship, an officer of each venture partner must sign.
2. Table of Contents
3. Executive Summary
4. Proposed Schedule
 - a. Provide schedule of implementation of services beginning January 25, 2022, or as soon thereafter as feasible.
5. Project Approach and Organization
 - a. Provide a summary of the proposed services to be provided. Include a description of the target population, number of participants to be served, proposed staffing structure, proposed service delivery mechanisms and roles of the Provider and any proposed sub-Providers.
 - b. It is desired to have a single operator with the overall responsibility of the four community shelter pods (approximately 50 shelters per pod). Describe the total number of pods Provider is proposing to serve.
 - c. Please include proposed outcomes.
 - d. Describe how you intend to interface with City and County staff, the community and fellow service providers. Describe how you will bring all parties together to problem solve.
 - e. Describe how the proposed scope of work will address issues of race and equity.
 - f. Describe how participant's barriers, including challenging behaviors and prior convictions would be addressed.

- g. Describe proposed site policies, procedures, participation practices, dismissal from property protocol, and engagement rules; or a process for development of such rules and procedures.
 - h. Estimate total number of (unduplicated) individuals to be assisted during the project's timeline.
 - i. Providers must adhere to the Centers for Disease Control (CDC) Guidance when providing services to people experiencing unsheltered homelessness. The interim guidance is intended to support response to COVID-19 by local and state health departments, homelessness service systems, housing authorities, emergency planners, healthcare facilities and homeless outreach services. Providers should also familiarize themselves with the CDC's interim guidance for Homeless Shelters and interim guidance for communities of faith for other information related to their staff and organizations. (<https://www.cdc.gov/coronavirus/2019-ncov/community/homeless-shelters/plan-prepare-respond.html>). Provide description for meeting the Guidance.
 - j. Describe how food service area, laundry service and shower facilities (described above at Information Requested under Scope of Services section) might be provided at the Site.
7. Project Personnel-Statement of Qualifications and Experience for the personnel who will perform services under this proposal.
- a. Describe the basic organization and management structure of the Provider and provide list of anticipated sub-Providers.
 - 1. Include information on proposed staffing position per pods (approximately 50 micro shelters per pod) served.
 - 2. Include the systems in place to manage financial accounting, fiduciary responsibilities, and ensure adequate oversight and management of fiscal systems.
 - 3. Include a description of the Provider's current and future capacity to collect demographic data of Site occupants.
 - b. Describe the experience of the Provider and any sub Providers performing activities similar to those proposed in the RFP, including a brief description of work performed and outcomes. If the scope of work proposed is new to the organization, please describe relevant experience that will allow the organization to perform the scope of work successfully. Describe the qualifications and experience of the Provider in working with people experiencing homelessness generally, providing trauma-informed evidence based care and services to people experiencing homelessness, complying with the Americans with Disabilities Act and other anti-discrimination laws.
 - c. If the Provider team has worked together collaboratively, please include a description of this work.
 - d. Please describe the Provider's current and recent past collaborations and coordinated efforts with other nonprofits, with faith-based organizations, jurisdictions and other community stakeholders.
 - e. Proposal shall include detailed resume of the education, certification, experience, and other relevant background on each professional participating in the operation of the site. Resume shall also include any sanction levied against any individual involved by any federal, state or local entity and any professional industry organization (including revocation of certification).

- f. The Provider, all sub-Providers and individuals assigned to work at the Site must be in good standing with the Federal government (not debarred), as well as with the City and County.
- g. Provider and any sub-providers must acknowledge if they have been terminated or forfeited unencumbered funds from contracts when working with government agencies (within the past five years).

8. Itemized Budget for Required Scope of Services

- a. Please provide a detailed program budget inclusive of one-time start-up costs, delineating start-up costs vs. ongoing costs for the operation of a 24/7, Emergency Non-Congregate Housing Site. If Provider is not proposing to serve 354 beds as defined under the entire 354 bed community, note the number of pods (approximately 50 micro shelters per pod) that will be served.
- b. Provide a summary of total per person costs, per month. Costs should be broken down into increments (i.e. cost for 1-50 individuals, cost for 51-100 individuals, etc.)
- c. Cost shall be inclusive, i.e., salaries, benefits, overhead, operating costs, services costs, start-up costs, rentals/leases, transportation, etc.

9. Itemized Budget for Alternative Scope of Services

- a. Budget should include sources of funding and uses of funding, with the understanding that all sources, may not match uses and there may be a gap in funding. Include proposed sources with timeline of their expenditure deadline in budget.

10. HUD Requirements

- a. Describe Provider's experience administering the U.S. Department of Housing and Urban Development (HUD) and/or other Federal funding.
- b. Describe proactive outreach efforts or programmatic elements that foster access to the organization's services by under-represented (racial minorities, limited English speakers, disabled physical or mental impairment) groups.
- c. Describe how the needs of limited English proficient speakers will be addressed.
- d. Describe whether or not any fair housing/equal opportunity complaints have been filed within the last year.
- e. If selected, Provider shall 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 **Attachment B**, Exhibit "F".
- f. Providers 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.
- g. A Duplication of Benefits (DOB) is not allowed. A DOB occurs when a Provider receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular purpose.

11. Additional Information

- a. Name, title, address, telephone number, fax number and e-mail address of the individual with authority to sign the agreement and who may be contacted during the period of Proposal evaluation.
- b. Type of business entity the Provider organization is (e.g. California corporation, partnership, individual doing business as [name]).
- c. Mailing address(es) for mailing the agreement, correspondence and any future payments.

12. Proprietary Information

- a. All responses to this RFP become the property of the City. If submitting financial or proprietary information believed to be exempt from Public Records Act disclosure, please label each confidential or proprietary page as such. Although a document may be labeled “confidential” or “proprietary” information may still, at the City’s discretion, be subject to disclosure under the Public Records Act.

Submittal Requirements

- 1. Submittal of the Proposal: PDF proposals are limited to 20 pages maximum (excluding resumes) and shall be in 12-point font. Page limit excludes a table of contents, tabbed dividers, and resumes. Proposals shall be submitted electronically to Angie Dilg, Management Analyst, at angie.dilg@chicoca.gov **no later than 5:00 p.m. on Wednesday, November 17, 2021.**
- 2. **Questions must be submitted in writing by Friday, October 22, 2021 at 5:00 pm.** Contact Angie Dilg, Management Analyst, at Angie.dilg@chicoca.gov. Responses will be provided to all interested parties.
- 3. Proposals must be responsive to the RFP as issued. Any correction and resubmittal of proposals will be done by the Provider and will not extend the deadline for delivering proposals.

RFP Estimated Timeline:

Release RFP on Public Purchase site	October 11, 2021
Submit RFP questions	October 22, 2021
Respond to RFP questions	October 29, 2021
RFP responses due	November 17, 2021
Final selection for recommendation	December 3, 2021
Begin providing service (estimate)	Mid-Late January 2022

PROVIDER SELECTION PROCESS

Evaluation of Proposals

The following sample of criteria and the points for each criterion, for a total of 140 points, may be used in evaluating and rating the proposals (Service Categories 1-6):

- 1. Relevant Experience (30 points)
 - a. Past, recently completed, or on-going projects working with homeless and formerly

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- homeless people to substantiate experience.
 - b. Past, recently completed, or on-going projects working with local governments to substantiate experience.
 - c. Experience on at least three (3) projects providing services like those described in this RFP.
 - d. Prior experience and ability to work with City staff, community groups, service providers, and other stakeholders.
2. Qualifications (25 points)
- a. Professional background and qualifications of team members and sub-Providers comprising the team.
 - b. History of outcomes for similar or comparable work.
 - c. Prior experience with Federal funding.
3. Organization (25 points)
- a. Current workload, available staff and resources.
 - b. Capacity and flexibility to meet schedules, including any unexpected work.
 - c. Ability to perform on short notice and under time constraints.
 - d. Cost control procedures, including experienced financial management as outlined in 2 CFR 200.
 - e. Ability to perform numerous projects at the same time.
 - f. Financial stability and standing of organization.
4. Approach (30 points)
- a. Understanding of the nature and extent of the services required.
 - b. A specific outline of how the work will be performed.
 - c. Awareness of potential problems and providing possible solutions.
 - d. Special resources the team offers that are relevant to the success of the project.
 - e. The Provider's control of the proposed environment, including copies of policies and procedures, participation practices, dismissal from property protocols, eligibility criteria/exclusion criteria, point of contact for operational activities (site admin, intake, case management, fiscal, security, management, etc.).
5. Cost Effectiveness (20 points)
- a. Per person total cost.
 - b. Economies of scale/potential for co-existing programs.
 - c. Comparison of cost per unit with other similar programs.
6. Other Factors (10 points)
- a. Presentation, completeness, clarity, organization, and responsiveness of proposal.

Interview of Providers (Optional)

Interviews of candidates may be held if a selection is not made from the evaluation phase. The City may determine that some Providers will be invited to interview. The Provider will be notified via email prior to the interview.

Compliance with Terms and Conditions of Professional Service Agreement

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The Consultant will be required to comply with all terms and conditions set forth in the City of Chico Standard Form Professional Service Agreement (see Attachment A, with PSA Exhibits, Attachment B). Any exceptions from these terms and conditions must be specified in the proposal and any exception may be a basis to reject the proposal from further consideration.

General Information

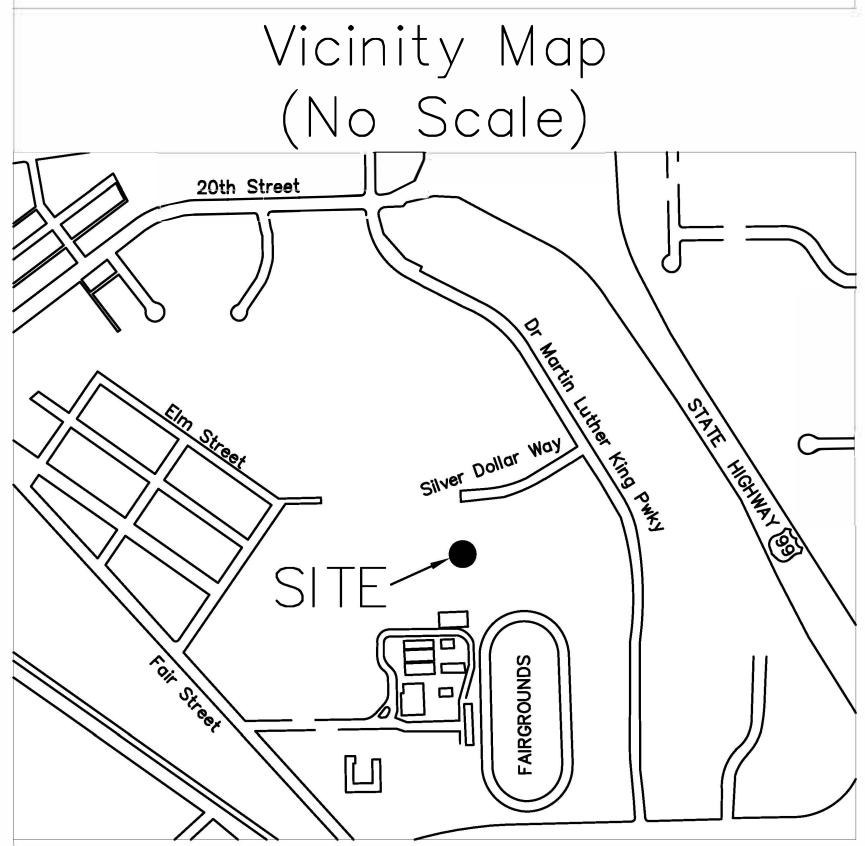
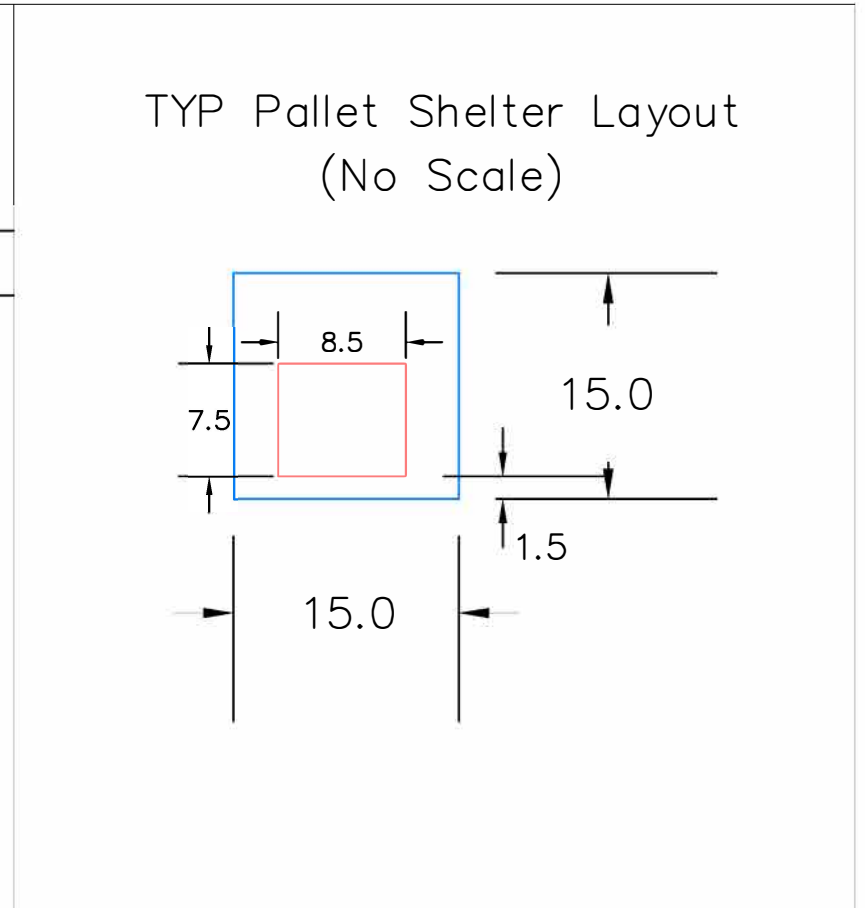
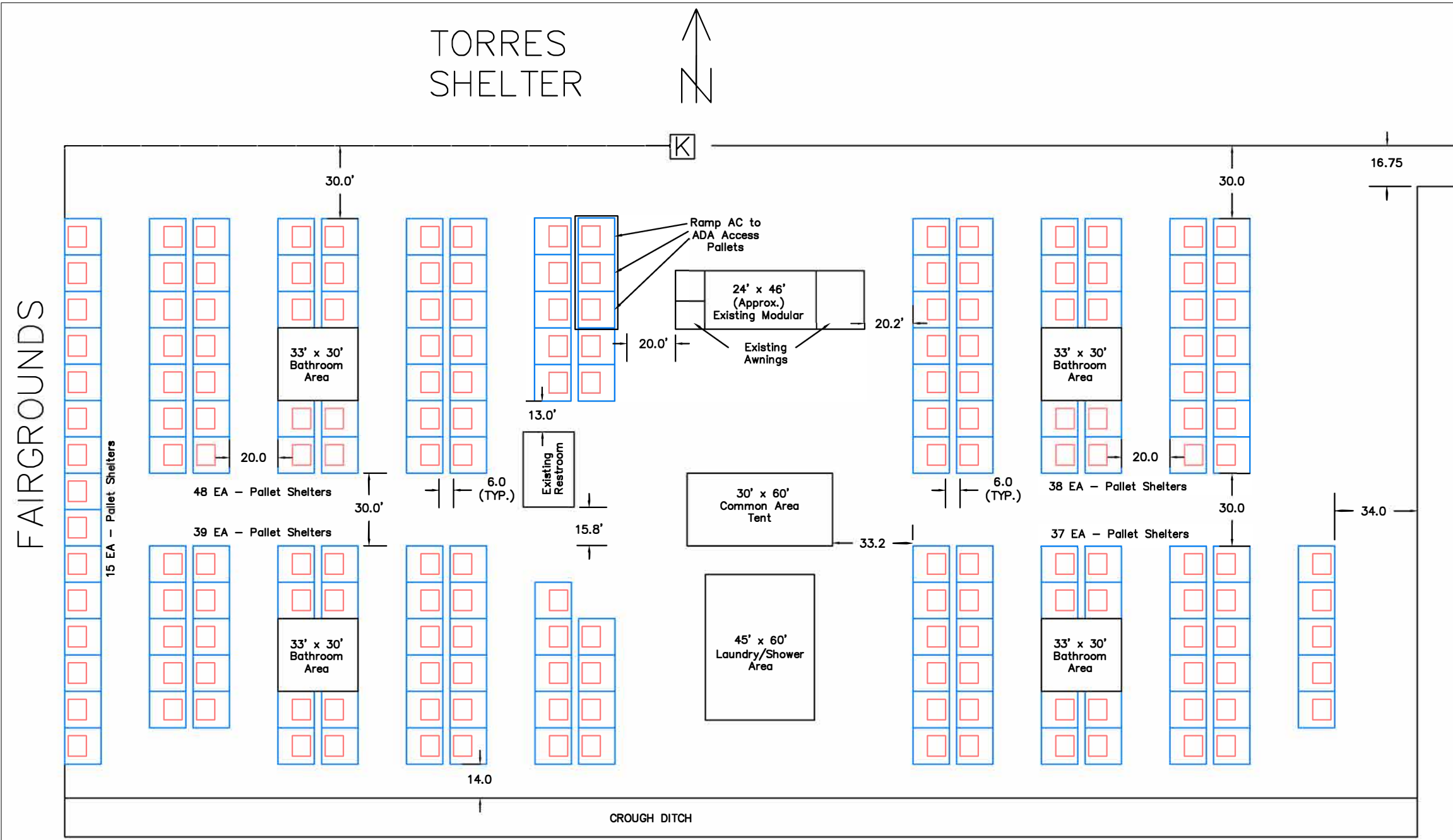
1. The successful Provider selected for this service shall obtain or provide proof of having a current City of Chico Business License Tax Certificate, Tax ID number and obtain a DUNS number (<https://www.dnb.com/duns-number/lookup.html>).
2. The City reserves the right to reject any and all proposals submitted.
3. All responses to the RFP become the property of the City.
4. The RFP does not commit the City to award a contract or to pay any costs incurred in the preparation of the proposal.
5. The City reserves the sole right to evaluate each proposal and to accept or reject any or all proposals received as a result of the RFP process.
6. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to obtain further information from any and all Providers and to waive any defects as to form or content of the RFP or any responses by any Provider teams.
7. The City may require a service provider to participate in negotiations and submit technical information or other revisions to the service provider's proposals as may result from negotiations.
8. **Equal Employment Opportunity/Non-Discrimination**
City's policies promote a working environment free from abusive conduct, discrimination, harassment, and retaliation; and require equal opportunity in employment for all regardless of race, religious creed (including religious dress and grooming practices), color, national origin (including language use restrictions), ancestry, religion, disability (mental and physical), medical condition, sex, gender (including gender identity and gender expression), physical characteristics, marital status, age, sexual orientation, genetic information (including family health history and genetic test results), organizational affiliation, and military or and veteran status, or any other consideration made unlawful by local, State or Federal law. City requires Provider to be in compliance with all applicable Federal and State and local equal employment opportunity acts, laws, and regulations and Provider is responsible for ensuring that effective policies and procedures concerning the prevention of abusive conduct, discrimination, harassment, and retaliation exist in Provider's business organization.
9. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service

provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-Provider or Provider of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Provider such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

10. Chico City Municipal Code Section 3.16.070 contains the local purchasing preference policy. All proposals should clearly reflect qualification under this policy, if applicable. Local Business and Locally Owned Business Preference; any preference will be applied on the pricing criteria only.

CONTRACT NEGOTIATIONS AND AWARD

1. The City will enter into contract negotiations with the Provider deemed most qualified for the specific scope of work to be performed. In order to determine which provider to enter into a contract with, additional information related to experience, scope of work, budget, organizational documents and proposed outcomes may be requested as part of or subsequent to this RFP process.
2. The contract amount (including reimbursements) shall be a "not to exceed amount", to be established based upon a mutually agreeable Scope of Services and fee schedule.
3. Upon successful completion of the negotiations, the City Manager will award the contract to the selected Provider.
4. A sample City standard professional services agreement is included in the RFP as referenced as Attachment B "Sample Agreement". The selected Provider will be required to enter into a contract that contains similar terms and conditions as in the Sample Agreement. Please note that the City Attorney's Office is typically not inclined to make any modifications to the Sample Agreement terms and provisions.
5. Upon award and execution of contract, the City will issue a Notice to Proceed.
6. The selected Provider and its team members will be required to maintain auditable records, documents, and papers for inspection by authorized local, state and federal representatives. Therefore, the Provider and its team members may be required to undergo an evaluation to demonstrate that the Provider uses recognized accounting and financial procedures. Regular reporting will be required per Federal requirements.



- Notes:
- 177 EA Pallet Shelters
 - Drive Isles MIN 20' wide
 - INCL's potential access to Torres, Fairgrounds
 - ☒ Provide Knox lock on F.D. 2nd means of ingress

scale: 1" = 50'

9/30/21

Attachment B

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Provider

Project Title

Budget Account Number

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THIS PROFESSIONAL SERVICES AGREEMENT (Agreement) is entered into on _____, 20____, between the City of Chico, a municipal corporation under the laws of the State of California, (City) and _____, a(n) individual/partnership/California (or other state of incorporation) corporation, (Provider).

SECTION 1 - DESCRIPTION OF PROJECT

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

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

Provider 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 Provider agree that it may be necessary, in connection with the Project, for Provider to perform or secure the performance of professional services other than those set forth in EXHIBIT B. In each such instance, Provider shall advise City, in advance and in writing, of

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the need for such additional professional services, their cost and the estimated time, if appropriate, required to perform them. Provider 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

Provider 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 Provider from City for professional service rendered shall be evidenced by the submission to City by Provider 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 Provider 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 Provider until a correct and complying invoice has been submitted.

SECTION 5 - RESPONSIBILITY OF PROVIDER

By executing this Agreement, Provider warrants to City that Provider 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 Provider in performing the professional services set forth at EXHIBIT B or additional professional services under SECTION 3 of this Agreement, Provider shall not employ or otherwise obtain the professional services of any person or entity known to Provider 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. Provider 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 Provider by placing at Provider’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 Provider to enter upon public and private City of Chico
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property as required for Provider to perform Provider's professional services.

6.3 Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents prepared and presented by Provider, 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 Provider.

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 Provider's professional services.

6.5 Give prompt written notice to Provider 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, Provider 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 Provider, its officials, officers, employees, subcontractors, Providers 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. Provider 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.

Provider'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. Provider's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by City, its directors, officials, officers, employees, agents, or volunteers. Provider'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 Provider's negligent acts, errors or omissions.

City of Chico
RFP-Homeless Services

SECTION 8 - INSURANCE

Any requirements by City that Provider 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 Provider pursuant to this Agreement shall be as set forth in EXHIBIT D, entitled “INSURANCE PROVISIONS.”

SECTION 9 - GENERAL PROVISIONS

9.1 Access to Records

Provider 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 Provider 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 Provider's usual and customary business hours. Provider shall provide proper facilities to City's representative(s) for access and inspection. Provider 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 Provider 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. Provider 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 Provider 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 Provider shall constitute the Provider's notice to proceed with the changed scope.

9.4 Compliance with Laws, Rules, Regulations

All professional services performed by Provider 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 Provider'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.

City of Chico
RFP-Homeless Services

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 Provider agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Provider shall be solely responsible for the conduct and control of the services performed under this Agreement. Provider 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 Provider's ability to fulfill the obligations established herein to City.

9.8 Integration; Amendment

This Agreement represents the entire understanding of City and Provider 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 Provider written notice to proceed with the services. Such notice may authorize Provider 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, Provider 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 Provider, as provided herein, for the professional services rendered by Provider in connection with which they were prepared.

9.12 Subcontracts

Provider shall be entitled, to the extent determined appropriate by Provider, to subcontract any portion of the services to be performed under this Agreement. Provider shall be responsible to City for the actions of persons and firms performing subcontract services. The

subcontracting of services by Provider shall not relieve Provider, in any manner, of the obligations and requirements imposed upon Provider by this Agreement.

9.13 Term; Termination

The term of this Agreement shall commence upon City's issuance to Provider of a notice to proceed for all or a portion of the services, as hereinabove provided, and shall end upon City's acceptance and payment for all or such portion of the services as was authorized by such notice, including any and all retentions. 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 Provider. In this latter event, Provider shall be entitled to compensation for all professional service rendered and services performed for City to the date of such termination.

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 Provider:	_____ or _____ _____ _____		_____ _____ _____

10.0 - 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:

PROVIDER:

By: Mark Orme, City Manager*
*Authorized pursuant to Section 3.08.060
of the Chico Municipal Code

By:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Vincent C. Ewing, City Attorney*

Name of Department Head & Title

*Pursuant to The Charter of the

City of Chico, Section 906(D)

REVIEWED AS TO CONTENT:

Scott Dowell, Administrative Services Director*

*Reviewed by Finance and Information Systems

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Provider

Project Title

Budget Account Number

EXHIBIT A

DESCRIPTION OF PROJECT

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Provider

Project Title

Budget Account Number

EXHIBIT B

SCOPE OF PROFESSIONAL SERVICES - BASIC; COMPLETION SCHEDULE

Scope of Professional Services - Basic

The Provider shall provide professional services as follows:

(List tasks or phases detail.)

Services to be Provided by City

Completion Schedule

The Provider shall complete all services outlined herein in compliance with the following schedule:

(or “within _____ days/weeks/months of receipt of the City’s Notice to Proceed.”)

(Tie completion schedule to logical task/phase completion points.)

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Provider

Project Title

Budget Account Number

EXHIBIT C

COMPENSATION

Compensation for the services shall be in accordance with the following schedule of hourly rates attached as page C-2 (if applicable). Total maximum compensation for the services outlined herein shall not exceed \$_____.

Compensation shall be based upon actual invoices received and shall be paid according to the following schedule:

or “in accordance with the completion of each task as follows:”

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Provider

Project Title

Budget Account Number

EXHIBIT D

INSURANCE PROVISIONS

IF NO INSURANCE PROVISIONS ARE REQUIRED, ENTER “NONE.”

IF GENERAL LIABILITY IS REQUIRED, KEEP THE FOLLOWING LANGUAGE:

General Liability Insurance

Provider/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.

Provider/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 Provider/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 Provider/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.

Completed Operations

IF COMPLETED OPERATIONS IS REQUIRED, ADD THE FOLLOWING LANGUAGE:

Provider/Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five (5) years following the completion of this project. In the event Provider/contractor fails to obtain or maintain completed operations coverage as required by this agreement, the City at its sole discretion may purchase the coverage required and the cost will be paid by Provider/contractor.

Automobile Liability Insurance

Provider/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 Provider/Contractor and provided to City upon request.

SubProvider/Subcontractor Insurance

Provider/Contractor agrees to include with all subProviders/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 subProvider/subcontractor's work. SubProvider/Subcontractor agrees to be bound to Provider/Contractor and City of Chico in the same manner and to the same extent as Provider/Contractor is bound to City of Chico under the agreement. SubProvider/Subcontractor further agrees to include the same requirements and provisions of this agreement, including the indemnity and Insurance requirements, with any Sub-subProvider/Sub-subcontractor to the extent they apply to the scope of the Sub-subProvider/Sub-subcontractor's work.

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

Workers' Compensation Insurance

Provider/Contractor shall, at Provider/Contractor's expense, purchase and maintain in full force and effect workers' compensation insurance as required by Federal and State of California law. Provider/Contractor shall also require all of Provider's subProviders/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 Provider/Contractor or Provider/Contractor's subProviders/subcontractors to City upon request.

Subrogation

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

Indemnity

Provider/Contractor/SubProvider/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.

IF PROFESSIONAL LIABILITY INSURANCE IS REQUIRED, ADD THE FOLLOWING LANGUAGE:

Professional Liability Insurance

Provider/Contractor shall obtain professional liability (errors and omissions) insurance, with a minimum **\$500,000 or \$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.

IF TAIL COVERAGE IS REQUIRED, ADD THE FOLLOWING LANGUAGE:

Tail Coverage

Provider/Contractor shall provide such evidence of professional liability insurance for a period of one year following the date that the project has been constructed and accepted as complete by City.

IF POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE IS REQUIRED, ADD THE FOLLOWING LANGUAGE:

Pollution/Environmental Impairment Liability

Provider/Contractor shall obtain pollution/environmental impairment liability insurance with the same minimum policy limits set forth above for the commercial general liability insurance.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Provider

Project Title

Budget Account Number

EXHIBIT E

CONFLICT OF INTEREST PROVISIONS

IF CONFLICT OF INTEREST PROVISIONS ARE NOT REQUIRED, ENTER “NONE.”

IF CONFLICT OF INTEREST REQUIRED, ADD THE FOLLOWING LANGUAGE:

Applicable City Conflict of Interest Code Disclosure Categories

Pursuant to the provisions of Chico Municipal Code Section 2R.04.180 (City’s Conflict of Interest Code) as well as the Model Conflict of Interest Code promulgated by the State Fair Political Practices Commission in Section 18730 of Title 2 of the California Code of Regulations which is incorporated by reference into the City’s Conflict of Interest Code, the City Manager has determined that the following natural persons employed by Provider and identified below, in connection with the Project, will be required to report as provided by the City’s Conflict of Interest Code in the Disclosure Categories indicated below.

Accordingly, each such person shall, within 30 days after the execution of this Agreement, on or before April 1 of each year during the term of this Agreement, and within 30 days after completing performance of all duties and obligations under this Agreement, file a Disclosure Statement with the City Clerk which sets forth all of the information pertaining to the required disclosure categories as identified herein. Such persons further understand and agree that if he/she/they fail to comply with the City’s Conflict of Interest Code and/or fail to file the required Disclosure Statement, he/she/they will be subject to the criminal penalties and civil sanctions provided for in California Government Code Section 81000, et seq.

Identification - Provider’s Project Manager(s)/Principal(s) who are required to file disclosure statements:

Name

Title

Required Disclosure Categories

1. Investments in Business Entities

- ()1a. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the City.
- ()1b. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is engaged in contracting with or selling to the City.
- ()1c. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business in the City of Chico and is engaged in the building and construction industry.
- ()1d. Any direct or indirect investment in a business entity worth more than \$1,000 where the business entity is located or doing business at the Chico Municipal Airport.

2. Interests in Real Property

- ()2a. Any direct or indirect interests in real property worth more than \$1,000 where the real property is located within the City of Chico or within two miles of the City of Chico's boundaries.
- ()2b. Any direct or indirect interests in real property worth more than \$1,000 where the real property is located at the Chico Municipal Airport.

3. Sources of Income

- ()3a. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the City.
- ()3b. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is engaged in contracting with or selling to the City.
- ()3c. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business in the

City of Chico and engaged in the building and construction industry.

- ()3d. Any source of income, other than loans by a commercial lending institution in the regular course of business, aggregating \$250 or more in value, where the source of income is located or doing business at the Chico Municipal Airport.
- 4. Business Entities in Which the Architect Project Manager(s)/Principal(s) are Director(s), Officer(s), Partner(s), Trustee(s), Employee(s), or Hold(s) Any Position in Management.
 - ()4a. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the City of Chico.
 - ()4b. Any business entity in which such individual(s) is a director officer, partner, trustee, employee, or holds any position in management where the business entity is engaged in contracting with or selling to the City.
 - ()4c. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business in the City of Chico and is engaged in the building and construction industry.
 - ()4d. Any business entity in which such individual(s) is a director, officer, partner, trustee, employee, or holds any position in management where the business entity is located or doing business at the Chico Municipal Airport.

CITY OF CHICO - PROFESSIONAL SERVICES AGREEMENT

Provider

Project Title

Budget Account Number

EXHIBIT F

SPECIAL PROVISIONS

**COMPLIANCE REQUIREMENTS FOR USE OF CITY OF CHICO
COMMUNITY DEVELOPMENT BLOCK GRANT-CORONAVIRUS
(CDBG-CV) FUNDS**

Public Services Activity – [Grant timeframe]

FEDERAL AND STATE REGULATION REQUIREMENTS

- A. The Provider 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 Provider, its subcontractors, and any other State provisions as set forth in this Agreement.
- B. The Provider 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. Provider shall comply with all applicable uniform administrative requirements set forth in 2 CFR part 200. All expenditures of City funds by Provider 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. Provider 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).

Provider 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. Provider 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.
- G. Any CDBG-CV Funding paid to Provider shall be used solely for the purposes set forth in Exhibit "B" and must comply with CDBG-CV guidelines for eligible expenses.
- H. Funding paid hereunder shall not apply toward indirect costs unless Provider 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 Provider receives assistance from multiple sources for a cumulative amount that exceeds the total need for a particular purpose.
- J. National Objectives. Provider 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 – Provider 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 "A". If City approves subsequent funding for Provider, 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 Provider remains in control of Funding or other CDBG assets, including program income.
- M. Provider'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, disposing of program assets (including the return of all used materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), and determining the custodianship of records.
- N. Termination for Convenience. The City may terminate this Agreement, with the consent of the Provider, 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 Provider 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.

- O. Provider shall submit regular progress reports to the City in the form, content, and frequency as required by City.

EXHIBIT “F-1”

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

Quarterly Report Periods (Check One)

[[timeline to be determined](#)]

Total - CDBG-CV Allocation: \$ XXX

Services provided **DURING THIS REPORT PERIOD:**

Estimated Goal: (XX) households/(XX) people served..... _____ *

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.

I hereby certify that no Duplication of Benefits (DOB) has occurred.

SUBMITTED BY:

REVIEWED BY:

[Executive Director](#)

City of Chico

Date

Date

*Demographic information required on each person served [format to be provided]