

**CITY OF SAN JOSE
HOUSING DEPARTMENT
CONTINUATION AND SIXTH AMENDMENT TO COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG) AGREEMENT**

SUMMARY PAGE

Grant Type: **CDBG** Contract No.: **CDI-16-B16F**
CDI-16-B16E
CDI-16-B16D
CDI-16-B16C
CDI-16-B16B
CDI-16-B16A

Original Contract No. **CDI-16-B16**

Grantee: **HABITAT FOR HUMANITY EAST BAY / SILICON VALLEY, INC.**

Project: **Emergency, Minor and Limited Home Repair Services**

Description: Continuation and Sixth Amendment to Agreement between CITY and GRANTEE to increase the grant award by \$550,000, and to amend the Scope of Services, Performance measures and Budget Summary through Fiscal Year 2021 – 2022.

The Project is an expansion of GRANTEE’s agency-wide Home Repair Program and will enhance and expand capacity to serve eligible clients in San José, effectively preserving decent, affordable homeownership and restoring suitable living environments in a cost-effective manner. GRANTEE will repair housing units to attend to health and safety needs for low-income homeowners in San José. The focus of repairs will address urgent, critical repair/maintenance needs, limited rehabilitations, as well as accessibility and mobility need within the home.

On June 30, 2020, CITY and GRANTEE entered into that certain Fifth Amendment to City of San José Housing Department CDBG Grant Agreement for the Emergency, Minor and Limited Home Repair Services program for a one-year term that will expire on June 30, 2021.

In June 2021, CITY approved funding to GRANTEE for an additional one-year term, expiring June 30, 2022. The Parties desire to continue and extend the term of the AGREEMENT retroactive from July 1, 2021, through June 30, 2022.

Funding Source(s):	<u>Community Development Block Grant (CDBG)</u>	
Sixth Amended Amount for Fiscal Year 2021 - 2022	\$550,000	
Fifth Amended Amount for Fiscal Year 2020 - 2021	\$550,000	
Fourth Amended Amount for Fiscal Year 2019 - 2020	\$550,000	
Third Amended Amount for Fiscal Year 2018 - 2019	\$500,000	
Second Amended Amount for Fiscal Year 2017 - 2018	\$75,000	
First Amended Amount for Fiscal Year 2017 - 2018	\$250,000	
Original Amount for Fiscal Year 2016 - 2017:	\$250,000	
Total Grant Award Not to Exceed:	\$2,725,000	
Payment Terms:	See EXHIBIT D	
Resolution/Authority:	79994 - Item #: 8.1 (b)	
Sixth Amended Agreement Term:	Start Date: <u>07/01/2021</u>	End Date: <u>06/30/2022</u>
Fifth Amended Agreement Term:	Start Date: <u>07/01/2020</u>	End Date: <u>06/30/2021</u>

Third Amended Agreement Term: Start Date: 07/01/2018 End Date: 06/30/2019

First & Second Amended Agreement Term: Start Date: 07/01/2017 End Date: 06/30/2018

Original Agreement Term: Start Date: 02/21/2017 End Date: 06/30/2017

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	Habitat for Humanity East Bay/Silicon Valley, Inc.	Housing Department
Address for Legal Notice:	2619 Broadway	200 E. Santa Clara St., 12 th Floor
City/State/Zip Code:	Oakland, CA 94612	San Jose, CA 95113-1907
Attention:	Janice Jensen, President & CEO	Jacky Morales-Ferrand, Director
Email Address:	jjensen@habitatebsv.org	Jacky.Morales-Ferrand@sanjoseca.gov
Telephone No.:	(510) 803-3314	408-535-3855
Taxpayer ID	95194737	
DUNS No.:	795194737	
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contract Manager:	Jen Gray
Title:	Director of Home Preservation
Telephone No:	(510) 803-3313
Email:	jgray@habitatebsv.org

CITY Contact Person:	Nolan Tran
Title:	Grant Analyst
Telephone No:	(408) 535-5860
Email:	Tran.nolan@sanjoseca.gov

REVISED EXHIBIT LIST: include only Exhibits revised by this amendment

- | YES | N/A | | |
|-------------------------------------|-------------------------------------|---------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fourth Revised Exhibit A: | Scope of Services |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sixth Revised Exhibit B: | Performance Measures |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Sixth Revised Exhibit C: | Budget Summary |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit D: | Payments to Grantee |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit E: | General Grant Conditions |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit F: | Employee/Volunteer Clearance
Verification and Compliance With
The Child Abuse and Neglect Reporting
Act |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | First Revised Exhibit G: | Insurance |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit H: | Federal Guidelines For Minority-Owned
and Women-Owned Business
Enterprises (MBE/WBE) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Fourth Revised Exhibit I: | Retroactive Services |

To the extent applicable, the following grant provisions are required for this amendment. (Check all provisions that apply.)


REQUIRED LANGUAGE ATTACHMENT

- | YES | N/A | |
|-------------------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | City of San José Funding |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Federal |
| <input type="checkbox"/> | <input type="checkbox"/> | State |
| <input type="checkbox"/> | <input type="checkbox"/> | County |
| <input type="checkbox"/> | <input type="checkbox"/> | Other Public Agency |
| <input type="checkbox"/> | <input type="checkbox"/> | Private Funding Agency |

I certify that I have read and hereby consent to all the terms and provisions contained in the attached **SIXTH AMENDMENT**, including without limitation, all exhibits. Said **SIXTH AMENDMENT** is hereby incorporated.

WITNESS THE EXECUTION HEREOF upon execution by CITY.

HABITAT FOR HUMANITY EAST BAY / SILICON VALLEY, INC.,
a California nonprofit public benefit corporation

GRANTEE Signature:  Date: 10/7/2021
Print Name: Janice Jensen
Title: President & CEO


[Signatures Continue on Following Page.]

CITY OF SAN JOSE,
a California municipal corporation


Jacky Morales-Ferrand (11/10/2021)
Email: jacky.morales-ferrand@sanjoseca.gov

GRANTOR Signature: _____ Date: _____
Print Name: JACKY MORALES-FERRAND
Title: Housing Department, Director

APPROVED AS TO FORM:


_____ Date: 11/10/2021
RENÉ ALEJANDRO ORTEGA
Senior Deputy City Attorney



**CONTINUATION AND SIXTH AMENDMENT TO CITY OF SAN JOSE HOUSING
DEPARTMENT COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) GRANT
AGREEMENT**

(Emergency, Minor and Limited Home Repair Services)

This CONTINUATION AND SIXTH AMENDMENT TO CDBG GRANT AGREEMENT FOR EMERGENCY, MINOR AND LIMITED HOME REPAIR SERVICES (“SIXTH AMENDMENT”), is made and entered into upon the date of execution by CITY, by and between the **CITY OF SAN JOSE**, a California municipal corporation (“CITY”), and **HABITAT FOR HUMANITY EAST BAY / SILICON VALLEY, INC.**, a California nonprofit public benefit corporation (“GRANTEE”). All capitalized terms used but not defined herein shall have the meaning provided in the AMENDED AGREEMENT (as hereinafter defined). For the purposes of this SIXTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, CITY has received Community Development Block Grant (CDBG) Funds from HUD as an entitlement-city pursuant to Section 101(g), Public Law 99-500, as amended. CITY desires to engage GRANTEE who has been allocated a portion of CITY’s said funds, to be utilized during the time period as set forth in this Agreement; and

WHEREAS, the Federal Department of Housing and Urban Development (“HUD”) has awarded \$8,890,526.00 in Community Development Block Grant Program (CDFA #14.218) funding to the CITY, subject to the execution of Grant Agreement B-21-MC06-0021 between the CITY and HUD, which will occur at a later time than the execution of this AGREEMENT (B-21-MC-06-0021 Execution Date_____). This award is not for research and development purposes and includes a city administrative indirect cost rate capped at 20% of the total grant award per HUD guidelines; and

WHEREAS, the CITY, as the pass-through entity, has obligated and committed an amount \$550,000 of CDBG funding to GRANTEE in this AGREEMENT and previously obligated and committed a total amount of \$550,000 of Federal Funding to GRANTEE for Fiscal Years 2021-2022; and

WHEREAS, on February 21, 2017, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$250,000 in CDBG funds to support GRANTEE’s Emergency, Minor and Limited Home Repair Services program from February 21, 2017, through June 30, 2017 (“AGREEMENT”); and

WHEREAS, on February 7, 2018, CITY and GRANTEE entered into that certain Continuation and First Amendment to the AGREEMENT (“FIRST AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2017 through June 30, 2018, increase the grant award by \$250,000 in CDBG funding for a total grant award not to exceed \$500,000, and amend the scope of services, performance measures, and budget summary for Fiscal Year 2017- 2018; and

WHEREAS, on May 18, 2018, CITY and GRANTEE entered into that certain Second Amendment to the AGREEMENT (“SECOND AMENDMENT”) to increase the grant award by \$75,000 in CDBG funding for a total award not to exceed \$575,000 and amend the performance measures and budget summary for Fiscal Year 2017-2018; and

WHEREAS, on January 17, 2019, CITY and GRANTEE entered into that certain Continuation and Third Amendment to the AGREEMENT (“THIRD AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2018 through June 30, 2019, increase the grant award by \$500,000 in CDBG funding for a total award not to exceed \$1,075,000, and amend the scope of services, performance measures, and budget summary for Fiscal Year 2018-2019; and

WHEREAS, on July 1, 2019, CITY and GRANTEE entered into that certain Fourth Amendment to the AGREEMENT (“FOURTH AMENDMENT”) to extend the term of the AGREEMENT to June 30, 2020, increase the grant award by \$550,000 in CDBG funding for a total award not to exceed \$1,625,000, and amend the performance measures and budget summary for Fiscal Year 2019-2020; and

WHEREAS, on JuNE30, 2020, CITY and GRANTEE entered into that certain Fifth Amendment to the AGREEMENT (“FIFTH AMENDMENT”) to continue and extend the term of the AGREEMENT from July 1, 2020, through June 30, 2021, increase the Grant Award by \$ 550,000 in CDBG funding for a total Grant Award not to exceed \$2,725,000, and amend the scope of services, performance measures, and budget summary for Fiscal Year 2020-2021; and

WHEREAS, the AGREEMENT, as amended by the FIRST, SECOND, THIRD, FOURTH, AND FIFTH AMENDMENT(S), shall be referred to as the “AMENDED AGREEMENT”; and

WHEREAS, pursuant to Section 14 of the AGREEMENT, CITY and GRANTEE desire to amend the AMENDED AGREEMENT to increase the grant award by \$550,000 in CDBG funds for a total funding amount not to exceed \$2,725,000, continue and extend the term of the AGREEMENT retroactive from July 1, 2021, through June 30, 2022, and amend the scope of services, performance measures, and budget summary for Fiscal Year 2021- 2022; and

WHEREAS it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this SIXTH AMENDMENT in anticipation of its execution; and

WHEREAS CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this continued [AMENDED (if a prior amendment)] AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to July 1, 2021;

NOW, THEREFORE, the Parties agree to further amend the AGREEMENT as follows:

1. Extension of Term. The term of the AGREEMENT under Section 3 is hereby continued and extended retroactive from July 1, 2021, through June 30, 2022.
2. Increase Funding. The Grant Award is hereby increased by the amount of **Five Hundred Fifty Thousand Dollars (\$550,000)** of CDBG funds, for a total grant award not to exceed **\$2,725,000**.
3. Scope of Services. FOURTH REVISED EXHIBIT A, attached hereto, is appended to THIRD REVISED EXHIBIT A to the AGREEMENT.
4. Performance Measures. SIXTH REVISED EXHIBIT B, attached hereto, is appended to FIFTH REVISED EXHIBIT B. to the AGREEMENT.
5. Budget Summary. SIXTH REVISED EXHIBIT C, attached hereto, is appended to FIFTH REVISED EXHIBIT C to the AGREEMENT.
6. Insurance Requirement. REVISED EXHIBIT G, attached hereto, is appended to FIRST REVISED EXHIBIT G to the AGREEMENT.
7. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AMENDED AGREEMENT, as amended by this SIXTH AMENDMENT, constitutes the entire agreement by and between CITY and GRANTEE relating to the grant of CITY CDBG funds, and supersedes any and all other agreements written or oral between the Parties.
8. Exhibits. All exhibits attached hereto are incorporated herein by reference.
9. Reaffirmation. In the event of an inconsistency between this SIXTH AMENDMENT and the AGREEMENT, the terms and conditions of this SIXTH AMENDMENT shall govern and control the rights and obligations of the Parties.

All other terms and conditions of the AGREEMENT not changed, amended, or modified by this SIXTH AMENDMENT shall remain in full force and effect.

10. Counterparts. This SIXTH AMENDMENT may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
11. Governing Law. This SIXTH AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.

FOURTH REVISED EXHIBIT A
SCOPE OF SERVICES
2021-2022

1.01 Project.

GRANTEE shall implement the **Emergency, Minor and Limited Home Repair Services Program** (hereinafter "Project") in accordance with the provisions of the grant agreement by and between the CITY and the United States Department of Housing and Urban Development ("HUD") and all rules and regulations pertaining now and hereinafter adopted with respect to the Community Development Block Grant ("CDBG") Program. The primary purpose of the Project is an expansion of GRANTEE's agency-wide Home Repair Program and will enhance and expand capacity to serve eligible clients in San José, effectively preserving decent, affordable homeownership and restoring suitable living environments in a cost-effective manner. GRANTEE will repair housing units to attend to health and safety needs for low-income homeowners in San José. The focus of repairs will address urgent and critical repair/maintenance needs, as well as accessibility and mobility need within the home, and larger replacement needs such as re-roofs and re-pipes for low to moderate, very low, and extremely low-income homeowners when repairs will not meet the needs of such items.

The goal of the **Emergency, Minor and Limited Home Repair Services Program** is to repair blighted, unsafe conditions of low to moderate, very low, and extremely low-income owner-occupied households by means of replacing deteriorated or defective parts of single-family, condominium, or mobile-home buildings. The work will not involve major ground disturbance, expansion of the building, or improvements such as installing new air conditions where none existed or replacing functional windows for the purpose of modernization to newer units as we oversee a health and safety and not an improvement program.

Work is to be performed at no cost to low-income owner properties. The maximum grant for each household shall not exceed \$15,000 within a five-year period. The homeowners will be required to continue living in the unit for a minimum of 3 years and also the homeowner will need to sign an acknowledgement agreement to live in the repaired unit for the minimum period required by the program.

Replacement items of a better grade (i.e. broken single pane window may be replaced with a double pane window) is permitted when a critical part or system is damaged and/or has reached the end of its life and cannot be repaired, and replacement provides the best longevity value.

All work performed and/or supervised by Grantee staff, volunteers, or independent, licensed insured contractors, shall be performed in accordance with City and State building codes, with proper building permit process performed and completed, and in a method with standard grade materials and workmanship standards.

Correction of the following deficiencies are allowable critical system/emergency repairs or replacements covered by this program:

Minor/ Maintenance Repair Items

- Immediate potential life safety hazards
- Accessibility/accommodation
- Deficient water heater, plumbing, leaking broken fixtures, tubs, showers and toilets, sewer connection
- Malfunctioning electrical system, lights, switches, outlets, bath fans
- Deficient furnace, HVAC system
- Damaged gutters, flashing, downspouts, fascia, eaves
- Malfunctioning exterior doors and locks, physical security deficiencies
- Broken, dangerous windows
- Deteriorated siding, stucco, stairs, skirting
- Deficient flooring systems
- Damaged walls and ceilings
- Deteriorated interior and exterior painting
- Smoke and CO detectors
- Certain deficient appliances for cooking food
(Refrigerators, washers, or dryers are not eligible replacement items)

Examples of Repair and Replacement Items when the item cannot be fixed.

Roof Repair/Replacement

- Complete Replacement of Roof (when repair is not possible)
- Application of waterproof coating to a flat roof
- Replacement of deteriorated flashing
- Repair, replace downspouts, and/or gutters, fascia, eaves
- Tarping Roof

Repair/Rehabilitate Exterior

- Replacement deteriorated siding
- Replacement deteriorated skirting
- Repainting previously painted surfaces
- Caulking, weather stripping, re-glazing windows, and doors (only if the windows are relatively windows, older window require replacement)
- Replacing entry doors, and locks to restore security
- Repair or replacing only damaged windows

- Replacing of deteriorated foundation vents
- Repair, or replace deteriorated decking, and landings
- Repair or replace steps
- Replacement of deteriorated fencing, and gates
- Temporary rental wheelchair lift
- New landscaping, new walkways, and driveways
- New access ramp

Repair/Rehabilitate Interior

- Patch or replace cracked plaster, drywall, and/or paint
- Installation, or replacement of carpeting, or vinyl flooring
- Replacement of deteriorated toilet
- Replacement of deteriorated medicine cabinet
- Grab bar installations
- Tub cut out
- Replacement of deteriorated bathroom exhaust fan
- Replacement of malfunctioning stoves, built-in microwaves, and range hood
- (Refrigerators, washers, or dryers are not eligible replacement items).
- Replacement, install of smoke and carbon monoxide detectors, and fire extinguishers
- Replacement of Furnace
- New plumbing system (i.e., re-pipe)
- Replacement/repair of sub-flooring
- Replacement of Tub, and shower enclosure

Electrical/Plumbing/HVAC Repair/Rehabilitation

- Replacement of malfunctioning light fixture
- Replacement of malfunctioning switch, or outlet
- Water heater repair, and replacement
- Repair faulty faucets
- Repair plumbing leaks
- Replacement of deteriorated sinks
- Repair water, or sewer connection within existing utility trench
- Servicing/maintenance of mechanical systems
- Repairing air ducts
- Thermostat replacement

1.02 Project Area.

The Project Area is the incorporated area of the City of San José.

1.03 Location of Project.

Unless otherwise indicated, the Grant Services specified below will be offered at the following location:

Site Name	Site Address
Homes of low-income homeowners	Within the incorporated areas of San Jose

1.04 HUD Eligibility Requirements.

a. CDBG Eligible Activity	Rehab: Single-Unit Residential
b. CDBG Matrix Code	14A-Single-Housing unit
c. National Objective	low/mod limited clientele benefit

Eligible Participant.

Eligible participants under this AGREEMENT shall be lower income individuals of all backgrounds, including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status, residing in the Project Area. Lower income is defined as household income at or below 80% of the median income for San José as defined by the Secretary of HUD. This includes low to moderate income which is defined as household income that exceeds 50% but does not exceed 80% of the HUD median income for San Jose, very low-income which is defined as household income that exceeds 30% but does not exceed 50% of the HUD median income for San José, and extremely low-income which is defined as household income that is 30% or lower of the HUD median income for San José. Grantee shall document each participant's eligibility on intake sheets, which shall include information about client's family size, total household income, gender of head of household, race and ethnic data as described on HUD form 27061, disability data (as applicable), and client signature and certification that the intake information is accurate.

HUD Performance Objective and Outcome:

HUD Objective (Select one)	Create suitable living environments —	Providing decent affordable housing <u>X</u>	Create economic opportunities —
HUD Outcome (Select one)	Available/ accessibility —	Affordability <u>X</u>	Sustainability —

Description of program activities align with HUD Performance Objectives and HUD Performance Outcomes above:

Project shall provide free urgent and critical home repairs for low-income homeowners and health and safety home repairs, as well as accessibility and mobility improvements for low-income seniors/disabled homeowners so as to preserve and maintain affordable, decent, safe and sanitary housing in San Jose. The program meets the CDBG National Objective of benefiting low and moderate-income households as defined under HUD regulations.

1.05 Description of Services.

Activity #1: Completing the application and approval process.

Grantee will assist participants in completing an application, including client intake sheet, and verifying their household personal data to ensure they meet program eligibility. Program participants are required to have a low annual income up to HUD 80% of Median income based on family size. Grantee shall collect the applicant's household information such as race/ethnicity, household size, and proof of family income status.

In addition, Grantee shall complete the Site-Specific Environmental Review (SSER), and Hazard Evaluation Forms and send them to City for review and approval before it can be implemented.

Grantee will confirm income status, if applicant is a carryover from the previous year or returns within current fiscal year to ensure they meet HUD's low-income definition as outlined in this exhibit. However, the return applicant in the same fiscal year will only be counted one as Unduplicated applicant/household.

Grantee shall report total number of received and approved applications in each quarter report.

Activity #2: Project implementation.

For all income approved projects for which the City provides environmental clearance, Grantee shall perform some of the following which are the necessary and may be required to ensure all repair items improve the safety and health of the residents:

1. Preliminary home assessment,
2. Determine the scope of work,

3. Lead-based assessment for home that built before 1978,
4. Hazard material assessment if asbestos or mold is of concern,
5. Complete Environmental Review
6. Coordinate oversight efforts of any hazardous material concern,
7. Prepare for bid procurement process,
8. Conduct ongoing inspections for project oversight tasks,
9. Complete final inspection to ensure the repairs are properly done,
10. Prepare project close-out checklist (*See the detail tasks on activity #4- Project completion & close-out program file*), and
11. Work with San Jose Housing staff with compliance monitoring efforts.

Grantee shall report on the projects that have one or more of the tasks above completed even if repairs on the project are not completed

Activity #3: Maintain a shared Google Doc and Monthly Open Project Status Report.

Grantee shall maintain a shared Google Doc between other agencies to ensure there will not be duplication of applicants and that each client will not exceed program spending limits.

In addition, Grantee shall maintain the monthly open project status report, for submission to the Housing department's inspector for monitoring as needed. Report will include data for projects requiring permits.

Activity #4: Project Completion and close-out project file process.

Grantee is required to complete the project and close-out project file at the end of the contract term.

Grantee shall maintain and keep the following required documents in each applicant's file when the project has been closed out: The Grantee will also report quarterly the total number projects closed out.

1. Complete application,
2. Applicant household proof of income and proof of ownership,
3. Complete Home Assessment Worksheet,
4. Hazard Evaluation Form,
5. Hazard Clearance (if applicable),
6. City Site-Specific Environment Review form (SSER),
7. Provide copies of finalized permits (if applicable),
8. Before and after pictures (saved electronically), and

9. Notice of completion with scope of work and safety question survey result, and Minor Repair Program Closeout Form

1.06 Staff. Hiring Requirements.

GRANTEE agrees to adhere to the requirements of Section 3 of the HUD Act of 1969 (12U.S.C. §1701u) as defined in Section 1.03(f) of **Exhibit E** to this AGREEMENT titled “General Grant Conditions”, in the hiring of any staff member whose position receives 50% or more of its funding from a CDBG Grant.

1.07 Reporting Requirements.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the Housing Department, via the CITY’s WebGrants system, the number of UNDUPLICATED HOUSEHOLDS, (as defined in Section 1.01 of **EXHIBIT B** to this AGREEMENT titled “Performance Measures/ Numeric Goals”), and results of outcome measures.

Outcome Measure Reports. At the end of each quarter, GRANTEE shall submit a narrative report detailing results of the outcome measures. The report at a minimum shall include:

- (a) a description of how the activities being provided under this grant contribute to meeting performance measures stated in the contract,
- (b) a detailed description of how the measurement methodology was implemented and how information was collected,
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

Methodology shall include a description of when and how information was collected, the total population being studied, the sample size used for the study, the method used to determine the sample size, and the method for selecting the sample.

Reporting Schedule. All required reports shall be submitted to the Housing Department, via the CITY’s WebGrants system, no later than ten (10) calendar days from the conclusion of each quarter, as defined in Section 3.02 of **Exhibit E** to this AGREEMENT titled “General Grant Conditions”.

1.08 Cost Reimbursement.

GRANTEE will be reimbursed on a monthly basis for approved invoices submitted pursuant to this AGREEMENT. Requests for reimbursement will be

made on a form and in the manner prescribed by the CITY under provisions as set forth in **EXHIBIT D** to the AGREEMENT, titled “PAYMENTS TO GRANTEE”.

1.09 Personnel.

GRANTEE will provide a personnel cost allocation plan (PCAP) for the Project, including all positions to be allocated to the Project and the names of key personnel (Executive Director, Project Manager, etc.). The PCAP worksheet can be found in the Project Financial Workbook (PFW), as described in the Section 2 - Financial Obligations of Grantee, part e of **Exhibit E** to this AGREEMENT titled “General Grant Conditions”. CITY must approve the personnel cost allocation plan prior to approving reimbursement for personnel costs. Changes to the cost allocation plan during the term of this AGREEMENT must be submitted to and approved by CITY prior to reimbursement of costs.

1.10 Additional Provisions.

Funding Culturally Responsive Services. GRANTEE shall support inclusive engagement that embrace cultural competency, cultural responsiveness, cultural relevancy and cultural accessibility, as defined in Section 3.11 of **Exhibit E** to this AGREEMENT titled “General Grant Conditions”.

SIXTH REVISED EXHIBIT B
PERFORMANCE MEASURES/NUMERIC GOALS FOR 2021-22

1.01 Unduplicated Households.

Proposed total number of Unduplicated Households, and/or Unduplicated Participants to be served by this Project only. For purposes of this AGREEMENT, UNDUPLICATED HOUSEHOLDS, AND/OR PARTICIPANTS shall be defined as households, and/or participants who receive services at least once a year but who may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility. Such records shall include family size, total household income, gender of head of household, race, ethnic and disability data.

Unduplicated Households (UH)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
# OF UH	10	12	12	16	50
Total Project	10	12	13	17	53

For Reporting Only.

Unduplicated Participants (UP)	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
# of Adults	TBD	TBD	TBD	TBD	TBD
# of Children under 18	TBD	TBD	TBD	TBD	TBD
Total Program UP	TBD	TBD	TBD	TBD	TBD

1.02 Services.

Throughout the term of this AGREEMENT, GRANTEE shall provide the following services to participants during the regular office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday:

Activity #1: Number of applications received, and number application approved.

Unit of Service: A service unit is defined as one received application, and one approved application.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
# of Applications Received	10	12	13	17	53
# of Applications Approved	15	15	18	5	53

Activity #2: Number of projects managed, projects out to bid, and total dollar amount of contracts awarded.

There are three type of tracking units of service from the start to the end of the contract. The following are three type **Unit of Service**: will be counted:

1. **Service unit** count is defined as each household receiving project management services.

2. **Contract services (CS)** unit count is the effort from bid, construction contract award, to contract completion. (Example: A general contractor was hired to replace a furnace, a water heater, and paint a bathroom, one CS unit counted. If a second contract was awarded with a roofing contractor, a second CS unit would be counted. In-house staff organize a volunteer effort to install a wheel-chair ramp, a third CS unit would be counted). CS counts the efforts to get repair tasks completed, not the tasks themselves as tasks are included in the scope of work review forms.

3. **Total amount of Contract Service** spent is total dollar amount spent for CS.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
# Service Unit	10	12	13	18	53
# of CS awarded (projects)	TBD	TBD	TBD	TBD	TBD
Dollars amount of CS spent	\$100K	\$100K	\$100K	\$102K	\$ 402K

Activity #3: Number of Monthly Open Project Status Reports.

Unit of Service: One unit of service is defined as one-Monthly Open project status report submitted to City.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
# of monthly report	4	4	4	4	12

Activity #4: Number of project completion and close-out project file.

Unit of Service.: A unit of service is defined as one project completion and closed out file at the end of the contract term.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
# Project completion /closed-out files	10	12	13	17	53

1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology.

GRANTEE shall use pre- and post-surveys to measure improved safety conditions of PARTICIPANTS in their homes. At the conclusion of the work completed, the homeowner responds to completed scope of work survey and indicates yes (has improved), or no (has not improved) to the improvement safety condition of their home. GRANTEE shall calculate the percentage of unduplicated households who indicate yes, that they have improved safety conditions by dividing the total number of UNDUPLICATED HOUSEHOLDS that had safety repairs performed on their home.

GRANTEE shall submit results of outcome measures to CDBG no later than ten (10) calendar days after the end of the second quarter and no later than seven (7) calendar days after the end of the fourth quarter.

Outcome Measure #1	90% of PARTICIPANTS surveyed will feel safer in their homes after participating in the Project.			
Measurement Methodology	At the conclusion of the work, the homeowner responds to completed scope of work survey and indicates yes (has improved), or no (has not improved) to the improvement of the safety of conditions within their home. Grantee shall calculate the percentage of unduplicated households who indicate yes, that they have improved safety conditions by dividing the total number of UNDUPLICATED HOUSEHOLDS that had repairs performed on their home by GRANTEE.”			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	90%	90%	90%	90%

Outcome Measure #2	90% of the target response time from initial inquiry to initial intake phone call for non-emergencies will be one week.			
Measurement Methodology	GRANTEE shall track the actual response time for all UNDUPLICATED HOUSEHOLDS and calculate the percentage of times the target response time is achieved.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	90%	90%	90%	90%

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons without regard to race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability, ethnic or national origin, or familial status. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports.

SIXTH REVISED EXHIBIT C
2021-2022 BUDGET SUMMARY

	CDBG Fund	Other Match	Total Project Cost
Personnel Costs:			
Salaries	\$107,064.31	45,025	\$107,064.31
Benefits	\$32,905.69		\$32,904.79
Subtotal Personnel Costs:	\$139,970	\$45,025	\$184,995
Direct Non-Personnel:			
Communication Costs	0		19,030
Gas/Vehicle Maintenance/Mileages	\$5,000		\$5,000
Construction Materials	19,030		
Contract Services	\$386,000	\$65,000	\$475,030
Others Costs: ()			
Subtotal Direct Non-Personnel	\$410,030	\$65,000	\$410,030
In-Direct Non-Personnel:			
Office Supplies			
Rent/Occupancy			
Utilities			
Insurance			
Audit			
Others Cost: ()			
Subtotal In-Direct Non-Personnel:			
Management & General			
TOTAL PROJECT BUDGET:	\$ 550,000	\$110,025	\$660,025

REVISED EXHIBIT G

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001) including products and completed operations; and
2. The coverage provided by Insurance Services Office form number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the Labor Code of the State of California and Employers Liability insurance; and
4. Contractor's Pollution Liability Insurance, including coverage for all operations and completed operations.

There shall be no endorsement reducing the scope of coverage required above unless approved by the City's Risk Manager.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Contractor's Pollution Liability: \$2,000,000 each occurrence/aggregate limit.

Any limits requirement may be met with any combination of primary and excess coverage so long as the excess coverage is written on a "follow form" or umbrella basis.

III. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the City.

IV. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
 - a. The City, its officials, employees, agents and contractors are to be covered as additional insureds as respects: liability arising out of activities performed by, or on behalf of, the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees, agents and contractors.
 - b. The Contractor's insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the City, its officials,

employees, agents or contractors shall be excess of the contractor's insurance and shall not contribute with it.

- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officials, employees, agents, or contractors.
- d. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

2. Workers' Compensation and Employers' Liability

Coverage shall contain a waiver of subrogation in favor of the City, its officials, employees, agents and contractors.

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City; except that ten (10) days' prior written notice shall apply in the event of cancellation for non-payment of premium.

V. Acceptability of Insurance

Insurance is to be placed with insurers acceptable to the City's Risk Manager.

VI. Verification of Coverage

Contractor shall furnish the City with certificates of insurance and endorsements affecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Copies of all the required ENDORSEMENTS shall be attached to the CERTIFICATE OF INSURANCE which shall be provided by the Contractor's insurance company as evidence of the stipulated coverages.

Proof of insurance shall be emailed in pdf format to:
Riskmgmt@sanjoseca.gov:

City of San Jose – Finance Department
Risk & Insurance
200 East Santa Clara St., 14th Floor
San Jose, CA 95113-1905

VII. Subcontractors

Contractors shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

FOURTH REVISED EXHIBIT I

RETROACTIVE SERVICES

The term of this SIXTH AMENDMENT shall be retroactive from July 1, 2021 commenced work and incurred costs prior to execution of this AGREEMENT in anticipation of its execution.

CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of the AMENDED AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to July 1, 2021.

INSTRUCTIONS FOR INSURANCE APPROVAL:

Forward the following to: **RISK MANAGEMENT**
200 E. Santa Clara Street, 14th Floor
San Jose, CA 95113-1905

1. This form (149-7) completed;
2. Copy of face page of Contract;
3. Copy of insurance requirements included in contract.

Risk Management Fax Number (408) 286-6492

NOTIFICATION OF CONTRACT BEING PROCESSED

DATE: **08/25/2021**

Service Provider: HABITA FOR HUMANITY EAST BAY/SILICON VALLEY, INC.	Phone No.: (510) 803-3313
Project No.: CDI-16-B16F (Sith Amendment)	Project Amount: \$550,000
Project: Emergency, Minor & Limited Home Repair Service	Fiscal Year: 2021-2022
Estimated Start Date 07/01/2021	Estimated Completion Date 06/30/2022
<u>Scope of Work:</u> The Project is an expansion of GRANTEE's agency-wide Home Repair Program and will enhance and expand capacity to serve eligible clients in San José, effectively preserving decent, affordable homeownership and restoring suitable living environments in a cost-effective manner. GRANTEE will repair housing units to attend to health and safety needs for low-income homeowners in San José. The focus of repairs will address urgent, critical repair/maintenance needs, limited rehabilitations, as well as accessibility and mobility need within the home.	
Department: Housing	Division Grants Program
Department Contact: April Ensign	Phone/Ext: (408) 975-4420 Fax:

COMPLIANCE WITH INSURANCE REQUIREMENTS

Comments: <u>Certificates dated 10/14/21, 7/27/21, and 10/27/20 meet requirements found in the agreement</u>	
Signature: <u><i>Mina Kim</i></u> Risk Management	Date: <u>10/18/2021</u>

FOR RISK MANAGEMENT USE ONLY Date Forwarded to City Clerk: Date forwarded to City Clerk:
--

COMPLIANCE WITH BOND REQUIREMENTS

Signature: _____ City Clerk	Date: _____
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- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY _____
STAFF: Nolan T. Tran
EMAIL: Tran.nolan@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: September 20, 2021 TOTAL PAGES: _____
(INCLUDING THIS PAGE) 28

To: Janice Jensen To: _____
EMAIL: jjensen@habitatebsv.org EMAIL: _____
PHONE: Work (510) 803-3314 PHONE: _____

- I agree to use electronic signatures I agree to use electronic signatures

BY:  BY: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN COLOR
4. EMAIL THE ENTIRE DOCUMENT TO

To BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

- USE OF A PASSWORD PROTECTED WEBSITE
- CONFIRMED BY A KNOWN TELEPHONE NUMBER
- PERSONALLY, KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Yes
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Amendment Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 666581-6-
662160-006

Contractor: HABITAT FOR HUMANITY EAST BAY / SILICON VALLEY, INC

Address: Emergency, Minor and Limited Home Repair Services

Phone: (510) 803-3313 Email: jgray@habitatebsv.org

Contract Description: Continuation Sixth Amendment to Agreement between the CITY and GRANTEE to increase the grant award by \$550,000 and to amend the Scope of Services, performance measures, budget and extend contract term to June 30, 2022.

Term Start Date: 07/01/2021 Term End Date: 06/30/2022 Extension: Yes

Method of Procurement: N/A RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): 04/26/2021 5-11-2021 Agenda Item No.: 8.1 (b)

Resolution No.: 79994 Ordinance No.: _____

Original Contract Amount: \$2,175,000 Amount of Increase/Decrease: \$550,000

Option #: ___ of ___ Option Amount: _____ Updated Contract Amount: \$2,725,000

Fund/Appropriation: 441 / 0055

Form 700 Required: No Revenue Agreement: Select one

Business Tax Certificate No.: 95194737 Expiration Date: _____

Department: Housing (56)

Department Contact Name/Phone: Nolan Tran/ (408) 455-0021

Notes: _____

Jacky Morales Ferrand
Jacky Morales-Ferrand (11/10/2021)
Email: jacky.morales-ferrand@sanjoseca.gov

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date