CITY OF SAN JOSE HOUSING DEPARTMENT CONTINUATION AND FOURTH AMENDMENT TO CDBG GRANT AGREEMENT

SUMMARY PAGE

Grant Type: CDBG CPS-18-001D

CPS-18-001C CPS-18-001B CPS-18-001A

Original Contract No.: CPS-18-001

GRANTEE: Law Foundation of Silicon Valley

Project: San José Housing Rights Consortium

Continuation and Fourth Amendment to Grant Agreement between CITY and GRANTEE to increase the grant award and amend the Scope of Services, Performance Measures and Budget Summary through Fiscal Year 2021-2022.

GRANTEE will provide legal services to eligible tenants and landlords by assisting the City with enforcement of the Apartment Rent Ordinance and Tenant Protection Ordinance and the protection of rights thereunder in an effort to preserve affordable housing.

On June 30, 2020, CITY and GRANTEE entered into that certain Third Amendment to City of San José Housing Department CDBG Grant Agreement for the San José Housing Rights Consortium for a one-year term that expired on June 30, 2021.

On May 11, 2021, CITY approved funding to GRANTEE for a one year term, expiring June 30, 2022. The Parties desire to continue and extend the term for one additional fiscal year to June 30, 2022.

On June 22, 2020, CITY and GRANTEE entered into that certain Second Amendment to City of San José Housing Department CDBG Grant Agreement for the San José Housing Rights Consortium through June 30, 2020.

On July 12, 2019, CITY and GRANTEE entered into that certain First Amendment to City of San José Housing Department CDBG Grant Agreement for the San José Housing Rights Consortium to continue and extend the term retroactive from July 1, 2019 through June 30, 2020.

On August 6, 2018, CITY and GRANTEE entered into that certain City of San José Housing Department CDBG Grant Agreement for the San José Housing Rights Consortium for a one-year term retroactive from July 1, 2018 through June 30, 2019.

Funding Source: Community Development Block Grant (CDBG)

Fourth Amended Amount for Fiscal Year 2021-2022:

\$475,115

Third Amended Amount for Fiscal Year 2020-2021:

\$500,000

Second Amended Amount for Fiscal Year 2019-2020:

\$-125,000

First Amended Amount for Fiscal Year 2019-2020:

\$500,000

Original Amount for Fiscal Year 2018 -2019:

\$500,000

Total Grant Award Not to Exceed:

\$1,850,115

Payment Terms: See **EXHIBIT D**

Resolution/Authority: 79994

Fourth Amended Start End Agreement Term: Date: 07/01/2021 Date: 06/30/2022

Third Amended Start End

Agreement Term: Date: <u>07/01/2020</u> Date: <u>06/30/2021</u>

Second Amended Start End

Agreement Term: Date: <u>07/01/2019</u> Date: <u>06/30/2020</u>

First Amended Start End

Agreement Term: Date: <u>07/01/2019</u> Date: <u>06/30/2020</u>

Original Agreement Start End

Term: Date: <u>07/01/2018</u> Date: <u>06/30/2019</u>

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE	
Agency Name:	Law Foundation of Silicon Valley	Housing Department	
Address for Legal Notice:	4 North Second Street, Suite 1300	200 E. Santa Clara St., 12 th Fl.	
City/State/Zip Code:	San José, CA 95113	San José, CA 95113- 1907	
Attention:	Alison Brunner	Jacky Morales-Ferrand, Housing Director	
Email Address:	alisonb@lawfoundation.org	Jacky.Morales- Ferrand@sanjoseca.gov	
Telephone No.:	(408) 280-4754	(408) 535-3500	
Taxpayer ID	52-1014754		
DUNS No.:	123517203		
Type of Entity	501 (c) 3 – public benefit corporation		
State of Incorporation or Residency	California		

CONTACT INFORMATION

GRANTEE Contract Manager:	Nadia Aziz
Title:	Interim Directing Attorney – Housing
Telephone No.:	(408) 280-2455
Email:	Nadia.aziz@lawfoundation.org

CITY Contact Person	Manuel Ávalos
Title:	Grants Analyst
Telephone No.:	(408) 838-2294
Email:	manuel1.avalos@sanjoseca.gov

EXHIBIT LIST

YES	N/A	
	\boxtimes	Fourth Revised Exhibit A: Scope of Services
\boxtimes		Fourth Revised Exhibit B: Performance Measures/Numeric Goals
		Fourth Revised Exhibit C: Budget
	\boxtimes	Revised Exhibit D: Payments to Grantee
	\boxtimes	Second Revised Exhibit E: General Grant Conditions
	\boxtimes	Revised Exhibit F: Employee/Volunteer Clearance
		Verification and Compliance with the Child Abuse and Neglect
		Reporting Act
	\boxtimes	Revised Exhibit G: Insurance
	\boxtimes	Revised Exhibit H: Guidelines For Minority-Owned and Women-
		Owned Business Enterprises (MBE/WBE)
\boxtimes		Second Revised Exhibit I: Retroactive Services

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

REQUIRED LANGUAGE ATTACHMENT

YES	N/A	
	\boxtimes	City of San José Funding
\boxtimes		Federal
	\boxtimes	State
	\boxtimes	County
	\boxtimes	Other Public Agency
	\boxtimes	Private Funding Agency

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

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

LAW FOUNDATION OF SILICON VALLEY, a California nonprofit public benefit corporation

GRANTEE Signature: Date: 8	3/19/21
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Print Name: ALISON BRUNNER

Title: Chief Executive Officer

[Signatures Continue on Following Page.]

CITY OF SAN JOSÉ, a California municipal corporation

JACKY MORALES-FERRAND Director of Housing Department	Jacky Morales-Ferrand	Date:	09/2/2021
APPROVED AS TO FORM:			
RENÉ ORTEGA Senior Deputy City Attorney	2	Date:	08/23/2021



CONTINUATION AND FOURTH AMENDMENT TO CITY OF SAN JOSÉ HOUSING DEPARTMENT CDBG GRANT AGREEMENT

(San José Housing Rights Consortium)

This CONTINUATION AND FOURTH AMENDMENT TO CDBG GRANT AGREEMENT FOR THE SAN JOSE HOUSING RIGHTS CONSORTIUM ("FOURTH AMENDMENT") is made and entered upon execution by CITY, by and between the CITY OF SAN JOSE, a municipal corporation of the State of California ("CITY"), and LAW FOUNDATION OF SILICON VALLEY, 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 FOURTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as "Parties."

RECITALS

WHEREAS, CITY has received 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 in Community Development Block Grant Program (CDFA #14.218) funding to the CITY, subject to the execution of Grant Agreement B-20-MC-06-0021 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, on August 6, 2018, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$500,000 in CDBG funds to support GRANTEE's San José Housing Rights Consortium retroactive from July 1, 2018 through June 30, 2019 ("AGREEMENT"); and

WHEREAS, on July 12, 2019, CITY and GRANTEE entered into that certain first amendment to the AGREEMENT ("FIRST AMENDMENT") to continue and extend the term of the agreement retroactive from July 1, 2019 through June 30, 2020, increase the grant award by \$500,000 in CDBG funds for a total grant award not to exceed \$1,000,000, and amend the scope of services, performance measures, and budget summary; and

WHEREAS, on June 22, 2020, CITY and GRANTEE entered into that certain second amendment to the AGREEMENT ("SECOND AMENDMENT") to decrease the grant award by the amount of \$125,000 of CDBG funds for a total grant award not to exceed \$875,000 and amend the scope of services, performance measures, and budget summary; and

WHEREAS, on June 30, 2020, CITY and GRANTEE entered into that certain third amendment to the AGREEMENT ("THIRD AMENDMENT") to extend the term of the agreement through June 30, 2021, increase the grant award by \$500,000 in CDBG funds for a total grant award not to exceed \$1,375,000, and amend the scope of services, performance measures, budget summary, and general grant conditions; and

WHEREAS, the AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT, and THIRD AMENDMENT, shall be referred to as the "AMENDED AGREEMENT"; and

WHEREAS, pursuant to Section 13 of the AGREEMENT, CITY and GRANTEE desire to further amend the AMENDED AGREEMENT to increase the grant award by \$475,115 in CDBG funds for a total grant award not to exceed \$1,850,115, continue and extend the term of the AGREEMENT retroactive from July 1, 2021 through June 30, 2022, and amend the performance measures and budget summary through June 30, 2022; and

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this THIRD 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 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 2 is hereby continued and extended retroactive from July 1, 2021 through June 30, 2022.
- Increase Funding. The grant award is hereby increased by the amount of Four Hundred Seventy Five Thousand One Hundred Fifteen Dollars (\$475,115) of CDBG funds for a total grant award not to exceed \$1,850,115.

- 3. <u>Performance Measures.</u> FOURTH REVISED EXHIBIT B, attached hereto, is hereby appended to THIRD REVISED EXHIBIT B to the AGREEMENT.
- 4. <u>Budget Summary</u>. FOURTH REVISED EXHIBIT C, attached hereto, is hereby appended to THIRD REVISED EXHIBIT C to the AGREEMENT.
- 5. <u>Retroactive Services.</u> SECOND REVISED EXHIBIT I, attached hereto, is hereby appended to REVISED EXHIBIT I to the AGREEMENT.
- 6. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AMENDED AGREEMENT, as further amended by this FOURTH 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.
- 7. Exhibits. All exhibits attached hereto are incorporated herein by reference.
- 8. Reaffirmation. In the event of an inconsistency between this FOURTH AMENDMENT and the AMENDED AGREEMENT, the terms and conditions of this FOURTH AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the AMENDED AGREEMENT not changed, amended, or modified by this FOURTH AMENDMENT shall remain in full force and effect.
- 9. <u>Counterparts</u>. This FOURTH AMENDMENT may be executed in any number of counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
- 10. <u>Use of electronic signatures.</u> Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a writing as set forth in Evidence Code Section 1550. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the CITY.
- 11. <u>Governing Law</u>. This FOURTH AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.

FOURTH REVISED EXHIBIT B

Performance Measures/Numeric Goals FY 2021-2022

1.01 Unduplicated Households.

Proposed total number of Unduplicated Households to be served by this Project only. For purposes of this AGREEMENT, "UNDUPLICATED HOUSEHOLDS" shall be defined as 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, ethnicity and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Unduplicated	342	342	342	342	1368
Participants					

1.02 <u>Services.</u> 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: OUTREACH AND EDUCATION SERVICES. GRANTEE will provide workshops for tenants and landlords that will increase knowledge about CITY's Apartment Rent Ordinance (ARO), CITY's Tenant Protection Ordinance (TPO), rights and responsibilities

Performance Measurement: Number of outreach and education workshops provided

Unit of Measurement: 1 outreach and education workshop completed

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Outreach and	7	7	7	7	28
Education					

Activity 2: LEGAL COUNSELING HOTLINE. GRANTEE will operate a hotline for tenants and landlords to call in and have access to counseling on petitions, ARO, TPO, and referrals to relevant resources.

Performance Measurement: Number of eligible calls received and callers triaged (provided legal information, referral, and/or counseling)

Unit of Measurement: 1 eligible call and/or triage provided to a caller

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Landlord	38	38	38	38	152
Hotline					
Tenant	142	143	142	143	570
Hotline					

Activity 3: LEGAL CONSULTATIONS. GRANTEE will provide tenants legal consultations that offer brief legal service which includes, but is not limited to, assistance in drafting responses to Unlawful Detainers and petitions under ARO.

Performance Measurements: Number of consultations provided

Unit of Measurement:1 consultation conducted in which an eligible participant received a brief legal service

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Legal Consultations	12	12	15	15	54

Activity 4: LEGAL REPRESENTATION FOR EVICTION PROCEEDINGS AND ADMINISTRATIVE HEARINGS. GRANTEE will provide legal representation to eligible tenants and landlords in eviction proceedings

Performance Measurement: Number of eligible calls received and callers triaged (provided legal information, referral, and/or counseling)

Unit of Measurement: 1 eligible call and/or triage provided to a caller

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Legal Consultations	9	10	10	10	39

Activity 5: LEGAL REPRESENTATION FOR ENFORCEMENT. GRANTEE will provide limited legal representation to eligible tenants and landlords to ensure that illegal practices are discontinued and individuals violating the ARO and TPO are held accountable. Such tasks include, but are not limited to, conducting investigations, producing investigations, issuing demands, filing suits, and preparing for cases.

Performance Measurement: Number of times for which an eligible participant is represented for enforcement

Unit of Measurement: 1 occurrence in which an eligible participant is represented

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Legal Consultations	2	2	2	2	8

Activity 6: ADMINISTRATIVE OVERSIGHT. GRANTEE shall serve as the lead agency for the consortium, coordinating the effort amongst all the agencies within the consortium, providing management and oversight, technical assistance, and coordination of on-going and monthly progress meetings to ensure that the collaborative is on target for meeting performance goals and outcomes.

Performance Measurement: Number of times lead agency meets collectively, via in-person meetings or conference calls, to lead the effort with all agencies within the consortium

Unit of Measurement: 1 collaborative meeting with 1 representative of each agency in attendance

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Legal	3	З	3	3	12
Consultations					

1.03 <u>Outcome Measure Statement and Measurement Methodology.</u>

Measurement Methodology.

GRANTEE shall track eligible participants' who attended activities listed in FOURTH REVISED EXHIBIT A to the AGREEMENT, titled "Scope of Services" and will ensure that participants complete a survey. The survey shall track if a participant has gained more knowledge of their rights and obligations as a tenant/landlords. GRANTEE shall track outcomes by utilizing case notes and approved assessment forms and shall maintain records on the UNDUPLICATED PARTICIPANTS who participated throughout the Project. GRANTEE shall submit results of outcome measures to the Housing Department, via the CITY's WebGrants system, no later than ten (10) calendars days after the end of each quarter.

Outcome	80% of participants who attend an Outreach and Education				
Measure #1	Service, or who otherwise received information, and who				
	completed a survey, will gain more knowledge of their rights				
	and obligations as tenants and/or landlords by the end of the				
	fiscal year				

Measurement Methodology	Tracking of pre- and post- evaluation forms based on multiple scaled ratings as to whether their education about the rights and obligations of tenants and/or landlords in San José has increased over time.				
	Quarter 1 Quarter 2 Quarter 3 Quarter 4				
Outcome Goal	80%	80%	80%	80%	

Outcome Measure #2	80% of participants who received service from the Legal Counseling Hotline will feel they received useful information				
Measurement Methodology		Tracking of each call and a brief evaluation question at the end of the conversation asking if they have received useful information			
Outcome	Quarter 1 N/A	Quarter 2 N/A	Quarter 3 80%	Quarter 4 80%	
Goal					

Outcome Measure #3	80% of clients will be satisfied with the service they received after being legally represented at ARO petition mediation and/or petition hearing.				
Measurement Methodology	Tracking of an evaluation form to be completed by the client at the conclusion of the case.				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
Outcome	N/A	N/A	80%	80%	
Goal					

Outcome	60% of eligible	60% of eligible clients represented by attorneys were able to			
Measure #4	stay in their ho	stay in their housing or had additional time to bridge them into			
	housing.	, ,			
Measurement	Tracking of an	Tracking of an evaluation form to be completed by the client			
Methodology	at the conclusion of the case. Supervisor will review closed				
o,	case files to confirm data.				
	·				
	Quarter 1	Quarter 2	Quarter 3	Quarter 4	
Outcome	N/A	N/A	60%	60%	
Goal					

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons 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. Documentation of these efforts must be submitted along with the second and fourth quarterly performance reports

FOURTH REVISED EXHIBIT C Fiscal Year 2021-2022 BUDGET SUMMARY

COST CATEGORY	CONTRACT BUDGET
PERSONNEL COSTS	
Salaries	\$310,601.00
Fringe/Benefits	\$65,678.63
Sub-total Personnel Costs	\$376,279.63
DIRECT COSTS FOR NON- PERSONNEL	
Program Supplies & Materials	\$300.00
Postage	\$0.00
Printing & Advertising	\$0.00
Communications Cost: Telephone/Cell Phone/Internet	\$890.46
Software Licenses Fees	\$0.00
Travel - local	\$0.00
Mileage	\$790.00
Professional Consultant Fees	\$0.00
Litigation Expenses	\$500.00
Testers	\$0.00
Occupancy	\$800.00
Insurance	\$0.00
INDIRECT COSTS FOR NON-	
PERSONNEL	
General Administrative	\$95,554.91
TOTAL	\$475,115.00

SECOND REVISED EXHIBIT I RETROACTIVE SERVICES

The term of this FOURTH AMENDMENT shall be retroactive from July 1, 2021, and shall continue through June 30, 2022. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this FOURTH AMENDMENT 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.



REQUEST FOR INSURANCE SPECIFICATIONS FOR CONTRACTS

nstructions: Compl	ete the form and sub	mit to the Risk Management Inbox (Riskmgmt@sanjoseca.gov
DATE:		
Requesting Department		Division
Department Contact		
Phone		
Email		
	CON	TRACT INFORMATION
Contract Value or Budget	\$	Contracting Company Name
Department is reetc.). * *The information	equesting insurar	tion of the nature of the engagement for which the nce specifications (e.g. scope of services, budget, red and easily understood; do not simply direct Risk engthy document with instructions to "see attached."

Check One:	RFP	Negotiate	ed Contract	Purc	chase Order	
Has there been a	similar contract be	fore?	Yes*	No		
*If yes, please pro	vide documentation s	such as right of e	entry or grant ag	greement		
Is this contract tie	Is this contract tied to a separate agreement? Yes* No					
	ntract insurance red d on to the contrac		Yes*	No	N/A	
*If yes, please prov	vide documentation					
OR RISK MANAG	EMENT USE ONLY	<u> </u>				
Insurance Requir	red? Yes	(see attac	hed) No			
Comments:						
	Mark Gelmok	kas				



\boxtimes	FOR YOUR ELECTRONIC SIGNATURE
	FULLY EXECUTED COPY TO FOLLOW

CITY STAFF:	Manuel Ávalos
STAFF EMAIL:	manuel1.avalos@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 8/19/21		Total Pages: (Including This Page) 17			
	Alison Brunner	(INOLODING THICT AGE) 17			
CONSULTANT NAME:		ation ara			
EMAIL:	alisonb@lawfound	alion.org			
PHONE:	408.280.2403				
☑ I agree to use electronic	signatures				
SIGNATURE OF CONSUL	TANT:alı	son Burner			
DIRECTIONS:					
REVIEW THE ENCLOSED DOCU	MENT, IF IT IS ACCEPT.	ABLE:			
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 BLUE INK					
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS): MANUEL1.AVALOS@SANJOSECA.GOV					
To Be Completed by City Staff:					
ALTERNATIVE METHODS OF VI	ERIFICATION:				
☐ USE OF A PASSWORD PROTECTED WEBSITE					
☐ CONFIRMED BY A KNOWN TELEPHONE NUMBER / EMAIL					
□ Personally Known	TO CITY STAFF				

City of San José Contract/Agreement Transmittal Form

Route Order	Attached / Completed	Electronically Signed	
☐ City Manager ☐ City Clerk OR Return to	 □ Insurance Certificates / W □ Business Tax Certificate □ Contacted Clerk re: Form □ Supplemental Memorand 		
Type of Document:	Type of Contract:		
REQUIRED INFORMATION FOR AL	L CONTRACTS:	Existing GILES #004	4
Contractor:			
Address:			
Phone:			
Contract Description:			
Term Start Date:	Term End Date:	Extension:	
Method of Procurement:		Date Conducted:	
Agenda Date (if applicable): XXXXX	XXX 5/11/2021	Agenda Item No.:	
Resolution No.:		Ordinance No.:	
Original Contract Amount:		Amount of Increase/Decrease:	
Option #: of Option Am	nount:	Updated Contract Amount:	
Fund/Appropriation:			
Form 700 Required:		Revenue Agreement:	
Business Tax Certificate No.:		Expiration Date:	
Department:			
Department Contact Name/Phone:			
Notes:			
Department Director Signature:	acky Morales-Ferri	and 09/2/21	
Office of the City Manager Signature	:	_	 Date