

**CITY OF SAN JOSE
HOUSING DEPARTMENT
CONTINUATION AND FOURTH AMENDMENT TO ESG, HALA, HEAP, AND
HTF GRANT AGREEMENT**

SUMMARY PAGE

ESG-18-001D
ESG-18-001C
ESG-18-001B

Grant Type: ESG, HALA, HEAP,
HTF Contract No.: ESG-18-001A

Original Contract No.: ESG-18-001

Grantee:

PATH

Project:

PATH Outreach for Unhoused Populations Program
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Description:

<p>Continuation and Fourth Amendment to Grant Agreement between CITY and GRANTEE to increase the Grant Award and amend the Budget Summary through Fiscal Year 2021-2022.</p> <p>PATH shall implement a homeless outreach and engagement program in Downtown San José, the Coyote Creek Project Areas as identified through the Direct Discharge Program, and any area hotspots identified by City staff. PATH shall establish dedicated community outreach and mobile case management teams, conduct a thorough assessment to establish the geography and extent of homelessness in the outreach areas, engage local service providers and community stakeholders, and conduct permanent housing location, placement, and retention activities.</p> <p>On November 19, 2020, CITY and GRANTEE entered into that certain Continuation and Third Amendment to City of San José Housing Department ESG, HALA, and HEAP Grant Agreement for the PATH Outreach for Unhoused Populations Program for a one-year term retroactive from July 1, 2020 through June 30, 2021.</p> <p>On August 11, 2020, CITY approved funding to GRANTEE for a one year term expiring on June 30, 2022. The Parties desire to continue and extend the term of the AGREEMENT for one additional fiscal year to June 30, 2022.</p>

Funding Source(s): Emergency Solutions Grant (ESG)
 Housing Authority Litigation Award (HALA)
 Homeless Emergency Aid Program (HEAP)
 Housing Trust Fund (HTF)

Fourth Amended ESG: \$428,823
Amount for FY 2021- HALA: \$471,177
2022: FY 21-22 Total: \$900,000

Third Amended ESG: \$439,844
Amount for FY 2020- HTF: \$460,156
2021: FY 20-21 Total: \$900,000

Second Amended ESG: \$421,679
Amount for FY 2019- HALA: \$478,321
2020: HEAP: \$35,000
 FY 19-20 Total: \$935,000

First Amended ESG: \$409,494
Amount and Original HALA: \$420,000
Amount for FY 2018- FY- 18-19 Total: \$829,494
2019:

Total Grant Award ESG: \$1,699,840
Not to Exceed: HALA: \$1,369,498
 HEAP: \$35,000
 HTF: \$460,156
 Total: \$3,564,494

Resolution/Authority: 79676

Payment Terms: See **EXHIBIT D**

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

Third Amended Start Date: 07/01/2020 End Date: 06/30/2021
Agreement Term:

Second Amended Start Date: 07/01/2019 End Date: 06/30/2020
Agreement Term:

First Amended Start Date: 10/01/2018 End Date: 06/30/2019
Agreement Term:

Original Agreement

Term: Start Date: 10/01/2018 End Date: 06/30/2019

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Name:	PATH	Housing Department
Address for Legal Notice:	340 N. Madison Ave Los Angeles, CA 90004	200 E. Santa Clara St., 12 th Floor San Jose, CA 95113-1907
Attention:	Jennifer Hark Dietz	Jacky Morales-Ferrand, Director
Email Address:	jenniferd@egath.org	Jacky.Morales-Ferrand@sanjoseca.gov
Telephone No.:	323-644-2229	408-535-3855
Taxpayer ID	95-3950196	
DUNS No.:	847856390	
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contract Manager:	Megan Colvard
Title:	Director, PATH San Jose
Telephone No:	(408) 735-8735
Email:	meganc@epath.org

CITY Contact Person:	Josephine Lee
Title:	Contracts and Grants Analyst
Telephone No:	(408) 535-3860
Email:	Josephine.Lee2@sanjoseca.gov

REVISED EXHIBIT LIST:

- YES** **N/A**
- Revised Exhibit A: Scope of Services
- Revised Exhibit B: Performance Measures/Numeric Goals
- Third Revised Exhibit C: Budget Summary

- Revised Exhibit D: Payments to Grantee
- Second Revised Exhibit E: General Grant Conditions

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

- Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act
- Revised Exhibit G: Insurance
- Revised Exhibit H: Federal Guidelines For Minority-Owned and Women-Owned Business Enterprises (MBE/WBE)
- Second Revised Exhibit I: Retroactive Services

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 upon execution by CITY.

PATH, a California nonprofit public benefit corporation

GRANTEE Signature:



Date: _____

Print Name:

Jennifer Hark-Dietz
PATH Deputy CEO &
Executive Director

Title:

[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

Date: _____
Jacky Morales-Ferrand, Director
Housing Department

Approved as to form:
RENÉ ALEJANDRO OR-
TEGA,
Senior Deputy City
Attorney



Date: 10/29/2021



**CONTINUATION AND FOURTH AMENDMENT TO CITY OF SAN JOSE
HOUSING DEPARTMENT ESG, HALA, HEAP, AND HTF
GRANT AGREEMENT**

(PATH Outreach for Unhoused Populations)

This CONTINUATION AND FOURTH AMENDMENT TO ESG, HALA, HEAP, AND HTF GRANT AGREEMENT FOR PATH OUTREACH FOR UNHOUSED POPULATIONS (“FOURTH 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 **PATH**, 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 Emergency Solutions Grant (“ESG”) funds from the U.S. Department of Housing and Urban Development (“HUD”) as an entitlement-city pursuant to Section 101(g), Public Law 99-500, and City of San José Housing Trust Fund (“HTF”) Funds, 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 CITY OF SAN JOSE-Housing Trust Funds (“HTF”); and

WHEREAS, HUD has awarded \$778,209.00 in Emergency Solutions Grant Program (CDFR #14.231) funding to the CITY, subject to the execution of Grant Agreement E-20-MC-06-0021 between the CITY and HUD, which will occur at a later time than the execution of this AGREEMENT (E-20-MC-06-0021). This award is not for research and development purposes and includes an administrative indirect cost rate capped at 7.5% of the total grant award per HUD guidelines; and

WHEREAS, the CITY, as the pass-through entity, has obligated and committed an amount \$428,823 of ESG funding to GRANTEE in this AGREEMENT and previously obligated and committed a total amount of \$428,823 of Federal Funding to GRANTEE for Fiscal Years 2020-2021; and

WHEREAS, the CITY, has obligated and committed an amount \$471,177 of HALA funding to GRANTEE in this AGREEMENT and previously obligated and committed a total amount of \$471,177 of City of San José Funding to GRANTEE for Fiscal Years 2020-2021; and

WHEREAS, on January 28, 2019, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a

grant of \$409,494 in ESG funds, and \$420,000 in Housing Authority Litigation Award (“HALA”) funds to support GRANTEE’s PATH Outreach for Unhoused Populations Program retroactive from October 1, 2018 through June 30, 2019 (“AGREEMENT”); and

WHEREAS, on April 19, 2019, CITY and GRANTEE entered into that certain first amendment to the AGREEMENT (“FIRST AMENDMENT”) to amend the Performance Measures for Fiscal Year 2018-2019; and

WHEREAS, on June 27, 2019, CITY and GRANTEE entered into that certain second amendment to the AGREEMENT (“SECOND AMENDMENT”) to extend the term through June 30, 2020, increase the Grant Award by \$421,679 in ESG funding, \$478,321 in HALA funding, and \$35,000 in Homeless Emergency Aid Program (“HEAP”) funding for a total Grant Award not to exceed \$1,764,494, and amend the Performance Measures, Budget Summary, and General Grant Conditions for Fiscal Year 2019-2020; and

WHEREAS, on November 19, 2020, CITY and GRANTEE entered into that certain third amendment to the AGREEMENT (“THIRD AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2020 through June 30, 2021, increase the Grant Award by \$439,844 in ESG funds and \$460,156 in HTF funds for a total Grant Award not to exceed \$2,653,988, and amend the Performance Measures, Budget Summary, and Grant Conditions for Fiscal Year 2020-2021; 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 continue and extend the term of the AGREEMENT retroactive from July 1, 2021 through June 30, 2022, increase the Grant Award by \$428,823 in ESG funds and \$471,177 in HALA funds for a total Grant Award not to exceed \$3,564,494, and amend the 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 FOURTH AMENDMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this continued FOURTH AMENDMENT. 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.
2. Increase Funding. The Grant Award is hereby increased by the amount of **Four Hundred Twenty-Eight Thousand Eight Hundred Twenty-Three Dollars (\$428,823)** of ESG funds and **Four Hundred Seventy-One Thousand One Hundred Seventy-Seven Dollars (\$471,177)** of HALA funds for a total Grant Award not to exceed **\$\$\$3,564,494**.
3. Budget Summary. FOUTH REVISED EXHIBIT C, attached hereto, is hereby appended to THIRD REVISED EXHIBIT C to the AGREEMENT.
4. Retroactive Services. SECOND REVISED EXHIBIT I, attached hereto, is hereby appended to REVISED EXHIBIT I to the AGREEMENT.
5. 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 ESG, HALA, HEAP, and HTF funds, and supersedes any and all other agreements written or oral between the Parties.
6. Exhibits. All exhibits attached hereto are incorporated herein by reference.
7. 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.
8. Counterparts. This FOURTH AMENDMENT may be executed in any number of separate 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 together shall constitute one and the same instrument.

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.

9. Governing Law. This FOURTH AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.

FOURTH REVISED EXHIBIT C
FY 2021-2022 BUDGET

Agency Name: **PATH**
Project Name: **PATH Outreach Unhoused Populations**
Fiscal Year: **2021-2022**

	FTE	HALA	ESG	Leveraged Funds	% of Match	TOTAL
Direct Salaries		-	-	Cash Match		
Director	0.10	\$5,605.00	\$5,834.00	\$5,605.00	96%	\$11,439.00
Associate Director	0.90	\$33,985.00	\$35,372.00	\$33,985.00	96%	\$69,357.00
Program Manager	1.00	\$29,108.00	\$30,297.00	\$29,108.00	96%	\$59,405.00
Program Manager	1.00	\$30,212.00	\$31,446.00	\$30,212.00	96%	\$61,658.00
Outreach Case Manager	1.00	\$22,840.00	\$23,773.00	\$22,840.00	96%	\$46,613.00
Outreach Case Manager	1.00	\$22,840.00	\$23,773.00	\$22,840.00	96%	\$46,613.00
Outreach Case Manager	1.00	\$24,371.00	\$25,366.00	\$24,371.00	96%	\$49,737.00
Outreach Case Manager	1.00	\$24,371.00	\$25,366.00	\$24,371.00	96%	\$49,737.00
Outreach Case Manager	1.00	\$24,371.00	\$25,366.00	\$24,371.00	96%	\$49,737.00
Outreach Case Manager	1.00	\$24,878.00	\$25,894.00	\$24,878.00	96%	\$50,772.00
Program Coordinator FT	1.00	\$29,042.00	\$30,005.00	\$29,042.00	97%	\$59,047.00
SUB TOTAL	10.00	\$271,623.00	\$282,492.00	\$271,623.00		\$554,115.00
Direct Fringe Benefits						
FICA (Employer)	0.08	\$21,730.00	\$22,599.00	\$21,730.00	96%	\$44,329.00
SUI	0.01	\$2,716.00	\$2,825.00	\$2,716.00	96%	\$5,541.00

FUI		\$0.00	\$0.00	\$0.00	0%	\$0.00
Medical, Dental & Life	0.11	\$29,879.00	\$31,074.00	\$29,879.00	96%	\$60,953.00
Retirement	0.03	\$8,149.00	\$8,475.00	\$8,149.00	96%	\$16,624.00
Worker Compensation	0.03	\$8,149.00	\$8,475.00	\$8,149.00	96%	\$16,624.00
Locality Rate	0.12	\$32,593.00	\$33,899.00	\$32,593.00	96%	\$66,492.00
SUB TOTAL		\$103,216.00	\$107,347.00	\$103,216.00		\$210,563.00
Direct Operating Costs						
Office Supplies		\$3,000.00		\$3,000.00		\$3,000.00
Local Travel/Mileage		\$11,000.00		\$11,000.00		\$11,000.00
Equipment		\$9,812.00		\$9,812.00		\$9,812.00
Information Technology		\$5,000.00		\$5,000.00		\$5,000.00
Financial Assistance		\$15,000.00		\$15,000.00		\$15,000.00
Training		\$750.00				\$750.00
Copier		\$2,942.00		\$2,942.00		\$2,942.00
Insurance		\$6,000.00		\$6,000.00		\$6,000.00
SUB TOTAL		\$53,504.00	\$0.00	\$52,754.00		\$53,504.00
Indirect Costs						
Indirect Costs (De Minimis Rate at 10%)		\$42,834.30	\$38,983.90	\$1,230.00	3%	\$81,818.20
SUB TOTAL		\$42,834.30	\$38,983.90	\$1,230.00	3%	\$81,818.20
TOTAL		\$471,177.30	\$428,822.90	\$428,823.00	100%	\$900,000.20

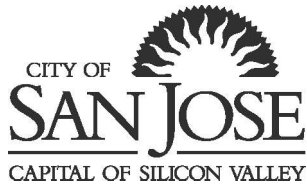
Reimbursement workbooks will be broken down by detailed line items. GRANTEE's shall submit a budget modification request to the CITY to request changes to the budget line items mid-contract year. Budget modification requests should be submitted no later than the last day of the third quarter. If there is a staff change, GRANTEE shall update the Cost Allocation Plan and submit to the CITY.

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.



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW


CITY STAFF: Josephine Lee
 EMAIL: Josephine.Lee2@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: <u>October 19, 2021</u>	TOTAL PAGES: (INCLUDING THIS PAGE) <u>14</u>
TO: <u>Jennifer Hark Dietz</u>	TO: _____
EMAIL: <u>jenniferd@epath.org</u>	EMAIL: _____
PHONE: <u>323-644-2225</u>	PHONE: _____

I agree to use electronic signatures

I agree to use electronic signatures

BY: 

BY: _____

DIRECTIONS:
<p>REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:</p> <ol style="list-style-type: none"> SIGN THE DOCUMENT (THIS PAGE, AND PAGE 5) CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN COLOR EMAIL THE ENTIRE DOCUMENT TO JOSEPHINE LEE AT <u>JOSEPHINE.LEE2@SANJOSECA.GOV</u>

To BE COMPLETED BY CITY STAFF:
<p>ALTERNATIVE METHODS OF VERIFICATION:</p> <ul style="list-style-type: none"> <input type="checkbox"/> USE OF A PASSWORD PROTECTED WEBSITE <input type="checkbox"/> CONFIRMED BY A KNOWN TELEPHONE NUMBER <input checked="" type="checkbox"/> 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: Select one
 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 # 664206-004

Contractor: People Assisting the Homeless (PATH)

Address: 340 N. Madison Ave. Los Angeles, CA 90004

Phone: 323-644-2229

Email: jenniferd@epath.org

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

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

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

Agenda Date (if applicable): 08/11/2020

Agenda Item No.: 8.1

Resolution No.: 79676

Ordinance No.: _____

Original Contract Amount: \$2,653,988

Amount of Increase/Decrease: \$900,000

Option #: ___ of ___ Option Amount: _____

Updated Contract Amount: \$3,564,494

Fund/Appropriation: ESG, HALA, HEAP, HTF

Form 700 Required: No

Revenue Agreement: Select one

Business Tax Certificate No.: 95-3950196

Expiration Date: 11/15/2022

Department: Housing (56)

Department Contact Name/Phone: Josephine Lee 408 535-3860

Notes:


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

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date