

**CITY OF SAN JOSE
HOUSING DEPARTMENT
FOURTH AMENDMENT TO CITY OF SAN JOSE HOUSING DEPARTMENT
CARES ACT, ESG-CV, AND SB89 GRANT AGREEMENT**

SUMMARY PAGE

Grant Type: Homeless Contract No.: **GF-19-012D**
GF-19-012C
GF-19-012B
GF-19-012A
GF-19-012
Original Contract No.

Grantee:

HomeFirst Services of Santa Clara County
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Project:

Operation of the San José Emergency Interim Housing Program at Monterey and Bernal and Rue Ferrari
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Description:

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

GRANTEE will be responsible for the day-to-day operations and property maintenance, as well as the provision of programs and services administered at the Emergency Interim Housing (“EIH”) sites operating an Emergency Non-Congregate Shelter on site as described in this agreement. The provision of these operations and services are to provide a coronavirus disease (“COVID-19”) – related response during the public health emergency, and to provide programs and services as emergency Bridge Housing Communities (“BHC”) after the public health emergency.

On November 18, 2021, CITY and GRANTEE entered into that certain Third Amendment to City of San José Housing Department CARES Act, ESG-CV2, and SB89 Grant Agreement for the Operation of the San José Emergency Interim Housing Program at Monterey and Bernal and Rue Ferrari to amend the funding sources for Fiscal Year 2021-2022.

On June 14, 2022, CITY approved funding to GRANTEE for a term that will expire on June 30, 2022.

Funding Source(s):	ESG-CV SB89 CARES Act
Fourth Amended Amount for Fiscal Year 2021-2022:	SB 89: \$68,630.00
Third Amended Amount for Fiscal Year 2021-2022:	SB89: \$2,639,630 (decreased by \$630,190) ESG-CV: \$4,602,524 (increased by \$630,190) <u>TOTAL: \$7,242,154</u>
Second Amended Amount for Fiscal Year 2021 – 2022:	SB89: \$3,269,820 ESG-CV: \$3,972,334 <u>TOTAL: \$7,242,154</u>

First Amended Amount for Fiscal Year 2020 – 2021:	CARES Act: \$1,728,126 (spent by December 30, 2020) SB89: \$0 ESG-CV: \$3,934,766 TOTAL: \$5,662,892
Original Amount for Fiscal Year 2020 - 2021:	SB89: \$3,269,821 CARES Act: \$2,834,680 TOTAL: \$6,104,501
Total Grant Award Not to Exceed:	TOTAL: \$12,973,676
Payment Terms:	See EXHIBIT D
Resolution/Authority:	Res. Nos. 79463, 79464, 80627

Second, Third, and Fourth Amended Agreement Term:	Start Date: <u>07/1/2021</u>	End Date: <u>06/30/2022</u>
Original and First Amended Agreement Term:	Start Date: <u>06/15/2020</u>	End Date: <u>06/30/2021</u>

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Name:	HomeFirst Services of Santa Clara County	Housing Department
Address for Legal Notice:	507 Valley Way Milpitas, CA 95035	200 E. Santa Clara St., 12 th Floor San Jose, CA 95113-1907
Attention:	Andrea Urton, Chief Executive Officer	Jacky Morales-Ferrand, Director
Email Address:	aurton@homefirstscc.org	Jacky.Morales-Ferrand@sanjoseca.gov
Telephone No.:	(408) 539-2113	408-535-3855
Taxpayer ID:	94-2684272	

Unique Entity Identifier (UEI):	WF4LX6MKJJ37	
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contract Manager:	René Ramirez
Title:	Chief Operating Officer
Telephone No:	(408) 539-2118
Email:	rramirez@homefirstsc.org

CITY Contact Person:	Gabriela Banks
Title:	Analyst II
Telephone No:	(408) 535-8234
Email:	Gabriela.Banks@sanjoseca.gov

REVISED EXHIBIT LIST:

YES N/A

- Second Revised Exhibit A: Scope of Services
- Second Revised Exhibit B: Performance Measures/Numeric Goals
- Third Revised Exhibit C: Budget Summary
- Revised Exhibit D: Payments to Grantee
- Third Revised Exhibit E: General Grant Conditions

To the extent applicable, the following grant provisions are required for this amendment.

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 checked="" type="checkbox"/> | <input type="checkbox"/> | State |
| <input type="checkbox"/> | <input type="checkbox"/> | County |

Other Public Agency
 Private Funding Agency

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

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.

HOMEFIRST SERVICES OF SANTA CLARA COUNTY, a California nonprofit public benefit corporation

GRANTEE Signature:		Date Signed:	07/05/2022 GMT-07:00
Print Name:	Andrea Urton	Date:	_____
Title:	Chief Executive Officer		

[Signatures Continue on Following Page.]

CITY OF SAN JOSE, a California municipal corporation

Ragan Henninger

Email: ragan.henninger@sanjoseca.gov

Ragan Henninger,
Deputy Director
Housing Department

Date: 07/05/2022
GMT-07:00

Attorney
Andrew Malek
Deputy City Attorney III

Approved as to form:
ANDREW MALEK,
Deputy City Attorney

Andrew Malek

Email: andrew.malek@sanjoseca.gov

Date: 07/05/2022
GMT-07:00

**FOURTH AMENDMENT TO CITY OF SAN JOSE
HOUSING DEPARTMENT CARES ACT, ESG-CV, AND SB89 GRANT
AGREEMENT**

**(Operation of the San Jose Emergency Interim Housing Program at
Monterey and Bernal and Rue Ferrari)**

This FOURTH AMENDMENT TO CARES ACT, ESG-CV, and SB89 GRANT AGREEMENT FOR OPERATION OF SAN JOSE EMERGENCY INTERIM HOUSING PROGRAM AT MONTEREY AND BERNAL AND RUE FERRARI (“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 HOMEFIRST SERVICES OF SANTA CLARA COUNTY 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, on October 9, 2020, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$2,834,680 in Coronavirus Aid, Relief, and Economic Security (“CARES Act”) funds and \$3,269,821 in SB89 funds for a total Grant Award not to exceed \$6,104,501 to support GRANTEE’s Operation of the San José Emergency Interim Housing Program at Monterey and Bernal and Rue Ferrari retroactive from June 15, 2020 through June 30, 2021 (“AGREEMENT”); and

WHEREAS, on February 2, 2021, CITY and GRANTEE entered into that certain first amendment to the AGREEMENT (“FIRST AMENDMENT”) to decrease the Grant Award by \$1,728,126 in CARES Act funds and \$0 in SB89 funds, increase the Grant Award by \$3,934,766 in Emergency Solutions Grant and CARES Act (“ESG-CV”) funds for a total Grant Award not to exceed \$5,662,892, amend the Budget Summary and Grant Conditions through Fiscal Year 2020 – 2021, and add Federal Guidelines for Minority-Owned and Women-Owned Business Enterprises (MBE/WBE); and

WHEREAS, on October 15, 2021, CITY and GRANTEE entered into that certain second amendment to the AGREEMENT (“SECOND AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from July 1, 2021 through June 30, 2022, increase the Grant Award by \$3,269,820 in SB89 funds and \$3,972,334 in ESG-CV funds for a total Grant Award not to exceed \$12,905,046,

and amend the Scope of Services, Performance Measures, Budget Summary, Grant Conditions, and Insurance through Fiscal Year 2021 – 2022; and

WHEREAS, on November 18, 2021, the CITY and GRANTEE entered into that certain third amendment to the AGREEMENT (“THIRD AMENDMENT”) to decrease SB89 funding by \$630,190 for a total of \$2,639,630 in SB89 funding and increase ESG-CV funding by \$630,190 for a total of \$4,602,524 of ESG-CV funding for a total Grant Award not to exceed \$12,905,046 through Fiscal Year 2021-2022; 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 \$68,630 in SB89 funds for a total Grant Award not to exceed \$12,973,676 and amend the Scope of Services, Budget Summary, and through Fiscal Year 2021 – 2022;

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

1. Increase Funding. The Grant Award is hereby increased by the amount of **Sixty-Eight Thousand Six Hundred Thirty Dollars (\$68,630.00)** of SB89 funds, for a total Grant Award not to exceed \$12,973,676.
2. Scope of Services. SECOND REVISED EXHIBIT A, attached hereto, is hereby appended to REVISED EXHIBIT A to the AGREEMENT.
3. Budget Summary. THIRD REVISED EXHIBIT C, attached hereto, is hereby appended to SECOND REVISED EXHIBIT C to the AGREEMENT.
4. 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 CARES Act, ESG-CV, and SB89 funds, and supersedes any and all other agreements written or oral between the Parties.
5. Exhibits. All exhibits attached hereto are incorporated herein by reference.

6. 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.
7. Counterparts. 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.

Use of electronic signatures. 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.

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

SECOND REVISED EXHIBIT A
SCOPE OF SERVICES

1.01 Project.

GRANTEE shall oversee the day-to-day operations and property maintenance, as well as the provision of programs and services administered at the Emergency Interim Housing (“EIH”) sites operating an Emergency Non-Congregate Shelter on site as described in this agreement. The provision of these operations and services are to provide a coronavirus disease (“COVID-19”) – related response during the public health emergency, and to provide programs and services as emergency Bridge Housing Communities (“BHC”) after the public health emergency.

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
1. City Site Monterey Road and Bernal Avenue	1. 6066 Monterey Road, San Jose, CA 95138
2. City site Rue Ferrari	2. 5898 Rue Ferrari, San Jose, CA 95138

1.04 Eligibility.

The EIH is an emergency interim housing program. During the emergency public health response to COVID-19, participants will be ELIGIBLE NCS PARTICIPANTS referred by the City of San José and County of Santa Clara.

Participants may also be enrolled in a City of San José or the County of Santa Clara funded supportive housing program. ELIGIBLE NCS PARTICIPANTS shall remain eligible for the duration of the COVID-19 Emergency.

Within 30 days of termination of the COVID-19 Emergency, GRANTEE shall work with ELIGIBLE NCS PARTICIPANTS, either referred or enrolled in a supportive housing program, to transition them to Bridge Housing Communities (“BHC”) Program Participants. For those ELIGIBLE NCS PARTICIPANTS not enrolled in a Supportive Housing Program, GRANTEE shall attempt to transition those clients into alternative housing or shelter opportunities.

1.05 Description of Services.

The GRANTEE will be responsible for the day-to-day operations and property maintenance as well as programs and services administered at each site as described herein. The GRANTEE will carry out services and carry out the key responsibilities described herein.

The management and day-to-day operations and service provisions of the EIH may be conducted internally when appropriate, subcontracted through vendors as necessary, and/or coordinated through partner agencies and volunteer groups to supplement core facility amenities. During the COVID-19 EMERGENCY, the GRANTEE will provide appropriate on-site services or connection to suitable services to include housing search for suitable housing solutions and provide basic needs.

When the project operates as a BHC, the GRANTEE will provide support services that support self-sufficiency (e.g. financial workshops, resume building, nutrition, and conflict resolution) to participants with the goal of securing permanent housing for the participants. GRANTEE may purchase vehicles to provide transportation directly to program participants or arrange for other transportation services (i.e., bus tokens, shuttle, ride share, etc.) in order to help program participants achieve self-sufficiency.

All vendors, partner agencies, subcontractors and/or volunteers providing services on site must be approved by the CITY prior to service delivery and will execute a right of entry agreement prior to entry on to the site.

GRANTEE will develop an EIH Operations and Services Plan for use during the COVID-19 EMERGENCY. When the program transitions to a BHC program, the GRANTEE will utilize the CITY approved Bridge Housing Communities (BHC) Operations & Services Plan (“O&S Plan”). The O&S Plan complies with the City of San José Bridge Housing Communities *Standards for Operations* in 5.09.600 of the City’s Municipal Code.

The GRANTEE will also provide appropriate housing problem solving services for the EIH and BHC participants to ensure they can obtain permanent or other temporary housing solutions. These services will also be applicable to HomeFirst’s Citywide Street Outreach program.

1.05 Site Governance.

The GRANTEE will be responsible for all aspects of site governance including day-to-day operations of each site. Among other tasks, GRANTEE will develop the following:

- Establish regular hours of operation
- Site amenities and community space usage and schedules
- Participant rules and expectations
- EIH Staffing Plan
- Manage Visitor Schedule

Deliverable #1	GRANTEE will implement an EIH Good Neighbor Plan with policies and external activities that foster positive external relations.
Deliverable #2	<p>GRANTEE will continue to develop and update program policies/procedures/forms to meet the operational and programming needs of each project site. A copy of new or updated policies/ procedures/ forms shall be submitted to CITY staff.</p> <ul style="list-style-type: none"> • Client responsibilities and expectations • Operational guidelines and management plans • Maintenance and Repair Plan • Emergency Planning Protocols • Public health related safety and workplace safety protocols

1.05.2 Site Operations

The GRANTEE will be responsible for all aspects day-to-day operations of each site. Operations will include property management services, maintenance, repairs, security and landscaping. Operations will also include planning and execution of onsite services. Finally, operations also includes development of management plans for the site that addresses: a) security, hours of operation and other property management issues and b) public health and safety related workplace safety protocols as recommended by the Centers for Disease Control and Prevention and Santa Clara Public Health Department.

1.05.3.1 Participant Management

The GRANTEE will be responsible for all aspects of EIH & BHC participant management from initial coordination during COVID-19 EMERGENCY phase to the BHC phase. Among other responsibilities, the GRANTEE will be responsible for developing processes and managing the following in accordance with the Operations and Services Plan:

- Coordinating prospective participant referrals

- Intake Process (e.g. eligibility verification and application review)
- EIH & BHC enrollment, participant interviews, orientations, and move-in procedures
- Participant Program Fee Calculation (if applicable during BHC phase)
- Day-to Day EIH participant oversight
- Program administration
- Resident Recertification
- Complaints, Terminations, and appeals

Deliverable #3	On a semi-annual basis, GRANTEE will generate a report using Homeless Management Information System (HMIS) with all EIH & BHC program participants that exited to permanent housing during the prior half year to illustrate the number and/or percentage of participants that remain housed for a period of at least 6 months after exiting EIH. The report will include the participant, housing status, and length of time housed. These reports will be provided to the CITY.
Deliverable #4	In BHC phase, GRANTEE will develop an applicant tracking tool to capture pending applications, the current number of participants, move-outs, and closed applications. Additional information to include the number of applications received, status of the application, reasons for denials of applications (for applications deemed not appropriate) will be provided twice a month to CITY.

1.05.3.2 BHC Program Participation Fee

Consistent with City and County supportive housing programs, if applicable, GRANTEE will ensure BHC participants pay monthly BHC Program Participation fees unless otherwise instructed by the CITY. The GRANTEE shall develop a Program Participation Fee schedule ensuring Participant’s ability to pay. Fees shall not exceed 30% of their incomes in compliance with the requirements of Assembly Bill 2176. All participants with incomes will be required to pay a minimum monthly fee of \$20, unless otherwise instructed by the CITY. Fee Schedule shall be reviewed and approved by the CITY prior to implementation.

Deliverable #5	<p>During COVID-19 EMERGENCY, GRANTEE will develop EIH participant’s occupancy tracking tool prior to opening and provide reports on a weekly basis to CITY. The report shall include:</p> <ul style="list-style-type: none"> • EIH Site/location • Participant Information
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	<ul style="list-style-type: none"> • Participant’s income level & percentage of AMI • Occupancy date • Unit # <p>Prior to BHC Phase, GRANTEE will develop BHC participant occupancy tracking tool prior to opening and provide reports on a quarterly basis to the CITY. The report shall include:</p> <ul style="list-style-type: none"> • BHC Site/location • Participant information • Participant income level & percentage of AMI • Occupancy date • Unit # • Supportive housing agency Information • Program participation fee requirement • Program participation fee payments
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1.05.3.3 Site Maintenance and Repairs

The GRANTEE will continue to implement the maintenance and repair plan for each site, as outlined in the Operations and Services Plan. The plan will ensure the EIH/BHC and the 100-foot radius surrounding it are maintained in a clean and safe condition.

1.05.4 Security

The GRANTEE shall hire an experienced private security firm in good standing, to (a) provide on-site monitoring and (b) monitor the immediate area surrounding consistent with the CITY approved security manual. The GRANTEE and its security firm will coordinate regularly with local law enforcement to ensure open and clear communication is maintained. The GRANTEE shall maintain private security and an updated security manual for the duration of this agreement. GRANTEE shall maintain communication with City of San Jose staff for all incidents involving local law enforcement.

Additionally, the GRANTEE will work with program participants, staff, and volunteers to regularly monitor and track site ingress and egress.

1.05.5 Operations and Maintenance Reserve Account

If determined to be applicable by the CITY, the GRANTEE will open and maintain an Operations and Maintenance Reserve Account (“Reserve Accounts”) for each BHC site at a bank approved by the CITY. The GRANTEE will collect monthly BHC Program Participation fees from participants and deposit those monies into the

Reserve Accounts. The GRANTEE will track all deposits and expenditures from the Reserve Accounts and provide the CITY with monthly account statements. The GRANTEE will maintain a minimum account balance of \$10,000 in each of the Reserve Accounts as a set aside for emergency repairs. The GRANTEE will use funding from these Reserve Accounts in excess of the \$10,000 for BHC maintenance, day-to-day repairs, and regular approved operation expenses. If there are insufficient funds in excess of the \$10,000 in each of the Reserve Accounts to cover expenses for the billing period, the GRANTEE will submit invoices for the remaining costs for reimbursement to the CITY in accordance with this AGREEMENT. GRANTEE will provide an account summary and any invoices with each monthly reimbursement request. Eligible expenses include:

1. Line items within the approved Budget attached to this AGREEMENT as **Exhibit B.**
2. Maintenance and repairs to the EIH site or structures (repairs exceeding \$500.00 require CITY approval prior to repair).
3. Other uses may be approved on a case-by-case basis if they are consistent with the purpose of this AGREEMENT.

GRANTEE is authorized to accept donations (in-kind or monetary) directed to both emergency COVID-19 EIH phase and BHC phase for uses consistent with this AGREEMENT and AB 2176. Monetary donations will be held in a separate account and directed to specific activities, events, or projects specified by donors. GRANTEE will track all donations directed to the EIH and provide the CITY with an accounting on a semi-annual basis. Management and General shall be consistent with the approved Budget attached to this AGREEMENT as Exhibit B.

Deliverable #6	If determined to be applicable by the CITY, GRANTEE will develop an account summary report and provide updates monthly to CITY with all reimbursement requests.
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1.05.6 Emergency Planning

The GRANTEE shall provide an emergency response plan for staff and EIH participants, as well as emergency incident documentation, a manual with protocols, evacuation map, contact sheet, and site map for SJFD and SJPD. The GRANTEE review and update the Plan regularly; and create new policies when applicable. A copy of updated or new policies and procedures shall be submitted to CITY staff. The Plan shall include:

- An outline of emergency protocols to deal with fire, earthquake, flood, and other potential emergencies
- Address required emergency equipment including regular maintenance and repairs

- Ongoing education of EIH staff and participants
- Coordinate with CITY staff for any incidents involving emergency services.
- A list of emergency supplies and equipment along with the inspection and maintenance schedule to ensure the BHC is adequately supplied and equipment is in good working order.
- Public Health and Safety protocols for COVID-19 positives or persons under investigation (PUI) during emergency COVID-19 response phase of program.

1.05.8 Service Coordination

During the COVID-19 EMERGENCY, GRANTEE will coordinate appropriate service for participants to shelter safely. During BHC phase, every participant must have a housing plan with a path to transition to permanent housing. The GRANTEE will be responsible to ensure each resident has an individual housing plan through their supportive housing service provider and is connected to appropriate services either through the EIH service coordination or through the participant's assigned supportive housing case manager. The GRANTEE will monitor the progress of each participant and their progress toward their housing goals.

1.05.8.1 COVID Emergency & BHC Phases: Drop-in Services

Drop-in services are intended to provide program participants with resources to support their day-to-day needs within the EIH as well as information and linkage to external resources such as health and employment services. Drop-in services will be available during regular business hours to all EIH & BHC program participants.

1.05.8.2 BHC Phase: Support Services

While each EIH participant will have an assigned case manager and supportive services through a supportive housing program, the GRANTEE will provide additional support services to the EIH participants to augment their supportive housing Case Management. GRANTEE may purchase vehicles to provide transportation directly to program participants or arrange for other transportation services (i.e., bus tokens, shuttle, ride share, etc.) in order to help program participants achieve self-sufficiency.

GRANTEE will continue to update the services plan and job and housing opportunities boards at each project site to ensure each EIH & BHC program participant is appropriately connected to services necessary to meet the goals of their housing plan. A copy of updated or new policies and procedures shall be submitted to CITY staff.

1.05.8.3 BHC Phase: Workshops and Learning Opportunities

GRANTEE will implement a plan to provide BHC participants with on-site self-sufficiency workshops. The purpose of the plan will be to ensure participants have access to learning opportunities that cater to each participant’s progression in achieving self-sufficiency.

Deliverable #7	GRANTEE will develop and coordinate workshops and learning opportunities to promote self-sufficiency and enhance participant’s ability to successfully transition to permanent housing. The GRANTEE will survey participants and their case managers within their first 60 days of stay to assess the areas of greatest need and provide a workshop and training schedule covering at least a three-month period.
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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 after the end of the fourth 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. GRANTEE must spend CARES Act funds by December 30, 2020, SB 89 funds by March 30, 2022, and ESG-CV funds by June 30, 2022. 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 for the Project, including all positions to be allocated to the Project and the names of key personnel (Executive Director, Project Manager, etc.). CITY must approve the 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 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”.

THIRD REVISED EXHIBIT C

Fiscal Year 2021-2022 BUDGET SUMMARY

SB 89 funds shall be expended by June 30, 2022.

BUDGET	FOURTH AMENDMENT	THIRD AMENDMENT		TOTAL
	MONTEREY & BERNAL SITE	MONTEREY & BERNAL SITE	RUE FERRARI SITE	
Personnel & Benefits	\$0	\$1,908,910	\$2,165,210	\$4,074,120
Contracted - Security Service	\$0	\$525,600	\$657,000	\$1,182,600
Operating Costs	\$68,630	\$777,412	\$953,022	\$1,799,064
Indirect Costs	\$0	\$135,000	\$120,000	\$255,000
Total Costs	\$68,630	\$3,346,922	\$3,895,232	\$7,310,784