

**CITY OF SAN JOSE  
HOUSING DEPARTMENT  
CONTINUATION AND SECOND AMENDMENT TO CARES ACT AND ESG CARES  
(ROUND 2) GRANT AGREEMENT**

**SUMMARY PAGE**

Grant Type: Homeless Contract No.: GF-19-013B  
GF-19-013A  
Original Contract No. GF-19-013

Grantee: 

PATH
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Project: 

Operation of the San José Emergency Interim Housing Program at Evans Lane
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Description: 

<p>Continuation and Second Amendment to Agreement between CITY and GRANTEE to increase the grant award, amend the scope of services and performance measures and extend the term through Fiscal Year 2021 - 2022.</p> <p>GRANTEE will be responsible for the setup, the day-to-day operations and property maintenance, as well as the provision of programs and services administered at the Emergency Interim Housing (“EIH”) site operating as an Emergency Non-Congregate Shelter (“NCS”) 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 program and services as emergency Bridge Housing Communities (“BHC”) after the public health emergency.</p> <p>On January 4, 2021, CITY and GRANTEE entered into that certain First Amendment to City of San José Housing Department CARES Act and ESG CARES (Round 2) Grant Agreement for Operation of the San José Emergency Interim Housing Program at Evans Lane for a term that expired on June 30, 2021.</p> <p>In March 10, 2020, CITY approved funding to GRANTEE for a one-year term, expiring June 30, 2021. The Parties desire to continue and extend the term for one additional fiscal year to June 30, 2022.</p>
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Funding Source(s):	CARES ACT, ESG CARES (Round 2)		
Second Amended Amount for Fiscal Year 2021-2022	ESG CARES: \$2,881,039, ESG FY 20-21 Carryforward \$718,961 TOTAL: \$3,600,000		
First Amended Amount for Fiscal Year 2020-2021	CARES ACT: \$1,065,703 ESG CARES: \$1,331,037 TOTAL: \$2,396,740		
Original Amount for Fiscal Year 2020-2021:	CARES ACT: \$2,028,044 ESG CARES: \$650,000 TOTAL: \$2,678,044		
Total Grant Award Not to Exceed:	CARES ACT: \$1,065,703 ESG CARES: \$4,212,076 \$5,277,779		
Payment Terms:	See <b>EXHIBIT D</b>		
Resolution/Authority:	79750, 79487		
Second Amended Agreement Term:	Start Date:	<u>07/01/2021</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:**

	<b>GRANTEE</b>	<b>CITY OF SAN JOSE</b>
Agency Name:	PATH	Housing Department
Address for Legal Notice:	340 N. Madison Avenue	200 E. Santa Clara St., 12 <sup>th</sup> Floor
City/State/Zip Code:	Los Angeles, CA 90004	San José, CA 95113-1907
Attention:	Jennifer Hark Dietz, Executive Director	Jacky Morales-Ferrand, Director
Email Address:	<a href="mailto:jenniferd@epath.org">jenniferd@epath.org</a>	<a href="mailto:Jacky.Morales-Ferrand@sanjoseca.gov">Jacky.Morales-Ferrand@sanjoseca.gov</a>
Telephone No.:	323-644-2225	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:	408-753-8735
Email:	<a href="mailto:meganc@epath.org">meganc@epath.org</a>

CITY Contact Person:	Josephine Lee
Title:	Contracts and Grants Analyst
Telephone No:	408-535-3860
Email:	<a href="mailto:Josephine.Lee2@sanjoseca.gov">Josephine.Lee2@sanjoseca.gov</a>

**REVISED EXHIBIT LIST:**

YES	N/A		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit A:	Scope of Services
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit B:	Performance Measures/Numeric Goals
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Second Revised Exhibit C:	Fiscal Year 2021-2022 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:	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 type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit G:	Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit H:	Retroactive Services
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Revised Exhibit I:	Federal Fund Provision/Coronavirus Relief Fund Recipient Conditions

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

**REQUIRED LANGUAGE ATTACHMENT**

- | <b>YES</b>               | <b>N/A</b>                          |                          |
|--------------------------|-------------------------------------|--------------------------|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | City of San José Funding |
| <input type="checkbox"/> | <input checked="" 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   |

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

WITNESS THE EXECUTION HEREOF upon execution by CITY.

PATH, a California nonprofit public benefit corporation

GRANTEE

Signature:

Print Name:

Title:



Jennifer Hark Dietz

Executive Director

Date:

10/18/2021

[Signatures Continue on Following Page.]

CITY OF SAN JOSE, a California municipal corporation

*Jacky Morales-Ferrand*  
JACKY MORALES-FERRAND  
Director of Housing Department

Date: 1210/21

Approved as to form:  
RENÉ ALEJANDRO ORTEGA,  
Senior Deputy City Attorney

*R*

Date: 11/23/2021

**SECOND AMENDMENT TO CITY OF SAN JOSE**  
**HOUSING DEPARTMENT CARES ACT AND ESG CARES (ROUND 2) GRANT**  
**AGREEMENT**

**(Operation of the San José Emergency Interim Housing Program at Evans Lane)**

This CONTINUATION AND SECOND AMENDMENT TO CARES ACT AND ESG CARES (ROUND 2) GRANT AGREEMENT FOR THE SAN JOSE EMERGENCY INTERIM HOUSING PROGRAM AT EVANS LANE (“SECOND 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 SECOND AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

**RECITALS**

WHEREAS, CITY desires to grant Emergency Solutions Grant (“ESG”) Coronavirus Aid, Relief, and Economic Security (“CARES”) Act funding for the services in this AGREEMENT to be provided by GRANTEE; and

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 \$2,678,044 in CARES ACT and ESG CARES (Round 2) funds to support GRANTEE’s Operation of the San José Emergency Interim Housing Program at Evans Lane from June 15, 2020 through June 30, 2021 (“AGREEMENT”); and

WHEREAS, on January 4, 2021, CITY and GRANTEE entered into that certain first amendment to the AGREEMENT (“FIRST AMENDMENT”) to decrease the grant award and amend the budget through Fiscal Year 2020-2021; and

WHEREAS, the AGREEMENT, as amended by the FIRST AMENDMENT, shall be referred to as the “AMENDED AGREEMENT”; and

WHEREAS, pursuant to Section 13 of the AGREEMENT, CITY and GRANTEE desire to amend the AMENDED AGREEMENT to increase the grant award, amend the scope of services and performance measures, and extend the term through Fiscal Year 2021 - 2022; and

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this SECOND 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. Increase Funding. The Grant Award is hereby increased by the amount of Two Million Eight Hundred Eighty-One Thousand and Thirty-Nine Dollars (\$2,881,039) of ESG CARES funds, including FY 2020-2021 Carryforward amount of \$718,916 for a total grant award not to exceed Three Million Six Hundred Thousand Dollars (\$3,600,000).
2. Scope of Services. SECOND REVISED EXHIBIT A, attached hereto, is replaced to EXHIBIT A.
3. Performance Measures. SECOND REVISED EXHIBIT B, attached hereto, is replaced to EXHIBIT B.
4. Budget Summary. SECOND REVISED EXHIBIT C, attached hereto, is replaced to FIRST REVISED EXHIBIT C.
5. Retroactive Services. REVISED EXHIBIT H, attached hereto, is appended to EXHIBIT H.
6. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AMENDED AGREEMENT, as amended by this SECOND AMENDMENT, constitutes the entire agreement by and between CITY and GRANTEE relating to the grant of CITY CARE ACTS and ESG CARES (Round 2) 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 SECOND AMENDMENT and the AGREEMENT, the terms and conditions of this SECOND 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 SECOND AMENDMENT shall remain in full force and effect.
9. Counterparts. This SECOND 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.

10. Governing Law. This SECOND 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 implement the Emergency Interim Housing (EIH) Program (“Project”) to address the Emergency Non-Congregate Shelter (NCS) Need. The primary purpose of the Project is to provide emergency interim housing to vulnerable homeless families during the COVID-19 public health emergency in a safe, private, and secure environment. After the public health emergency, the site will operate as a Bridge Housing Community (BHC), offering onsite support services helping families build stability and self-sufficiency homelessness to stable housing. This will occur once a transition phase is executed between the EIH and BHC phases.

**CONSORTIA**

**Consortium #1: Abode Services**

Contractor will perform the services to be provided:

- Property Management: Pursuant to this agreement and the Prime Contract, Contractor will focus on the property management and operations of the EIH Evans Lane site.
- Security-Related Functions: Contractor will also maintain and enact comprehensive safety and security protocols for the Evans Lane Property.

**Consortium #2: Hunger At Home**

Contractor will provide daily meals 3 times per day, baby formula and baby food for residents in Evan Lane Property.

Project Area.

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

1.02 Location of Project.

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

Site Name
1. City site located at Evans Lane

1.03 Eligibility.

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

Within 30 days of termination of the COVID-19 Emergency, GRANTEE shall work with ELIGIBLE NCS FAMILIES, either referred or enrolled in a Supportive Housing program, to transition them to BHC PROGRAM PARTICIPANTS. For those ELIGIBLE NCS FAMILIES 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 case management, assistance providing connections to support services and educational support for children.

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. 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 provide property management of the Emergency Interim Housing site, which includes, but is not limited to:

- Occupancy and compliance: managing leases/program agreements, program agreement collection (during BHC phase), resident noticing, recertifications, legal/regulatory compliance, reasonable accommodation response/tracking and file documentation/file retention;
- Routine and preventive maintenance: work orders, site cleanliness, plumbing, HVAC, electrical, safety;
- Pest control: performing regular pest control;
- Unit Turnovers: performing unit turnovers, including ensuring that all units have necessary furnishings;
- Safety: ensuring the site is safe and secure for residents and staff;

- Collaboration: Work closely with PATH services team to ensure to promote stable tenancy;
- After hours Response: Responsible for responding to after-hour maintenance and building emergencies and escalating to appropriate superiors. The night manager lives on-site in a furnished unit, under a licensed employee agreement providing building oversight in the absence of management and reports incidents to the property management site team.
- Security: Responsible for all site security functions and supervision of security staff training, building entrance control and courtesy patrol and security contractual agreements.
- Waste Management: regular garbage removal from designated areas, keeping them clean, orderly and functional;
- Staff Coverage: ensuring coverage of maintenance and janitorial staff for everyday operations and to respond in a timely manner to any building concerns or problems; and
- Vendor Management: facilities and vendor management, including ensuring clean, sanitary and regularly maintained common spaces, community areas and shared facilities.

GRANTEE will also provide comprehensive safety and security protocols for the Evans Lane property. Responsibilities for a range of security functions, including but not limited to:

- Code Compliance: ensuring compliance with all building, fire and health codes;
- Safety Screening: screening residents and guests and elevating concerns or threats;
- Site Access: managing site access and enforcing visitor policies, including check-in and check-out, 24/7 site rounds, monitoring and review of security camera footage;
- Responding to Concerns: responding in a timely manner to resident and community concerns, in collaboration with PATH;
- Emergency Response: emergency and critical incident response and crisis intervention;
- Good Neighbor Policy: adherence to Good Neighbor Policy and regular communication with the community in partnership with PATH;
- Parking: parking and vehicle management;
- Emergency Response Plan: development of and adherence to an emergency response plan;
- Maintenance of Safety Systems: maintain building safety systems including fire alarms, sprinklers, gates and locks; and
- Nuisances: management of noise, graffiti, litter or other concerns of disturbances.

PATH will provide comprehensive supportive services, linkages, and case management to the families of Evans Lane, promoting health and safety as they obtain and transition to permanent homes. Responsibilities will include, but are not limited to:

- Leading community engagement efforts;
- Overseeing all on-site programming for families experiencing homelessness, manage the interim housing team, and coordinate with vendors;
- Supporting families with substance use concerns and provide individual and group programs to address risky behaviors that inhibit overall stability;
- Provide direct resident support to families, case management, linkages to supportive services and youth services, and housing navigation;
- Offer non-case management support to residents and work with volunteers and other agencies to provide enrichment for families and children;
- Assist residents with employment services including training, job search and application, resume and interview preparation, employment and retention counseling;
- Support residents in accessing housing opportunities including rental subsidies and affordable housing.

GRANTEE will develop an EIH Operations and Services Plan for use during the COVID-19 emergency response. 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 and temporary housing solutions. A newer strategy, Housing Problem Solving assists participants to identify immediate alternate housing arrangements and, if necessary, connects them with services and financial assistance to help them retain or return to housing. The goal is to divert people from entering the homeless assistance system in the first place but there can be other entry points to which assistance can be provided. These services will also be applicable to GRANTEE’S Street Outreach program.

#### 1.05.1 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
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**Deliverables #1 to #6 were completed in FY 2020-2021.**

1.05.2 Site Operations

The GRANTEE will be responsible for all aspects of site 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 include 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

<b>Deliverable #7</b>	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 or BHC (as applicable). The report will include the participant, housing status and referrals, income, and length of time housed. These reports will be provided to the CITY.
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<b>Deliverable #8</b>	In BHC phase, GRANTEE will implement 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.
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1.05.3.2 BHC Phase Only: 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 Participants 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.

<b>Deliverable #9</b>	<p>During COVID-19 EMERGENCY, GRANTEE will develop BHC 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"> <li>• BHC Site/location</li> <li>• Participant Information</li> <li>• Participant’s income level &amp; percentage of AMI</li> <li>• Occupancy date</li> <li>• Unit #</li> </ul> <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"> <li>• BHC Site/location</li> <li>• Participant information</li> <li>• Participant income level &amp; percentage of AMI</li> <li>• Occupancy date</li> <li>• Unit #</li> <li>• Supportive housing agency Information</li> <li>• Program participation fee requirement</li> <li>• Program participation fee payments</li> </ul>
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1.05.3.3 Site Maintenance and Repairs

The GRANTEE will establish a maintenance and repair plan for each site. The plan will include:

<b>Deliverable #10</b>	<p>GRANTEE will utilize the maintenance plan as outlined in the Operations and Services Plan. The purpose of the plan will be to ensure that the EIH and the 100-foot radius surrounding it are maintained in a clean and safe, condition. The Plan should include:</p> <ul style="list-style-type: none"> <li>• Grounds keeping plan</li> <li>• Staffing plan to include specific roles and responsibilities</li> <li>• Processes to address scheduled and unscheduled repairs</li> <li>• Maintenance and repair resources to include procurement requirements</li> <li>• Maintenance and inspection schedules stated in Operations &amp; Services Plan (e.g. unit inspections, outlets, and smoke alarms)</li> <li>• Unit inspection checklist</li> <li>• Vector control policies and procedures</li> </ul>
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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 for the duration of this agreement. GRANTEE shall maintain communication with City of San Jose staff for all incidents involving local law enforcement.

**Deliverable #11 was completed in FY 2020-2021.**

**Deliverable #11A** GRANTEE will provide onsite security services. GRANTEE will train all staff on de-escalating protocols with 90 days of hire.

**Deliverable #12 was completed in FY 2020-2021.**

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



The GRANTEE will open and maintain an Operations and Maintenance Reserve Account (“Reserve Account”) for the EIH/BHC site, with funds from this grant, at a bank approved by the CITY.

If determined to be applicable during the BHC Phase, the GRANTEE will collect monthly BHC Program Participation fees from participants and deposit those monies into the Reserve Account. The GRANTEE will track all deposits and expenditures from the Reserve Account and provide the CITY with monthly account statements. The GRANTEE will maintain a minimum account balance of \$10,000 in the Reserve Account as a set aside for emergency repairs. The GRANTEE will use funding from this Reserve Account 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 the Reserve Account 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 C**.
2. Maintenance and repairs to the EIH site or structures (repairs exceeding \$1,000.00 require CITY approval prior to repair).
3. Emergency repairs may be completed without CITY approval prior to repair. An emergency repair is defined as a health and safety issue for which immediate action must be taken to prevent harm to a person or extensive damage to the property. Documentation must be submitted as soon as possible after the repair has been completed to substantiate urgent need.
4. 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 annual basis. Management and General shall be consistent with the approved Budget attached to this AGREEMENT as Exhibit C. CITY with an account on annual basis. Management and General shall be consistent with the approved Budget attached to this AGREEMENT as Exhibit C.

**Deliverable #13 was completed in FY 2020-2021.**

<b>Deliverable #14</b>	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. 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.

<b>Deliverable #15</b>	<p>GRANTEE will develop emergency incident documentation, manual with protocols, evacuation map, contact sheet, and site map for SJFD and SJPD. The manual shall be approved by the City prior to opening and included in the O&amp;S Plan.</p> <p>GRANTEE will maintain emergency resident incident documentation. GRANTEE will develop public health related safety.</p>
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**Deliverable #16 was completed in FY 2020-2021.**

### 1.05.7    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.

#### 1.05.7.1    COVID EIH & 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 living onsite.

**1.05.7.2 EIH & BHC Phase: Support Services**

While each BHC participant will have an assigned case manager and supportive services through a supportive housing program, the GRANTEE will provide additional support services to the BHC participants to augment their supportive housing Case Management.

**Deliverable #17 was completed in FY 2020-2021,**

<b>Deliverable #18</b>	GRANTEE will maintain a job and housing opportunities board for residents prior to site opening.
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**1.05.8.3 BHC Phase: Workshops and Learning Opportunities**

GRANTEE will create and 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.

<b>Deliverable #19</b>	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 the first 60 days of operation to assess the areas of greatest need and provide a workshop and training schedule covering at least a three-month period. The GRANTEE shall submit the proposed schedule to the City for review and approval at the end of the 60-day assessment and once approved, shall commence workshops within 90 days of opening.
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**1.06 Reporting Requirements.**

**Monthly Reports.** At the end of each month through June 30, 2022, GRANTEE shall provide a report to the Housing Department via email, the number of EIH Coordinated Service Sessions and Self-Sufficiency Workshops completed.

**Financial Report.** GRANTEE shall submit monthly invoices to the Housing Department, via CITY’s WebGrants system, within fifteen (15) days from the end of each month

during the term of this AGREEMENT. By January 6, 2020, GRANTEE shall provide a basic financial report to the Housing Department via email, the total amount spent in City CARES Act funds through December 30, 2020.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the Housing Department, via the CITY's WebGrants system, the performance measures as defined in Section 1.01 of **EXHIBIT B** to this AGREEMENT. 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.

- 1.07 Reporting Schedule. All required reports shall be submitted to the Housing Department, via the CITY's WebGrants system, no later than fifteen (15) calendar days after the end of the fourth quarter.
- 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**, titled "PAYMENTS TO GRANTEE".
- 1.09 Additional Provisions. None.

**SECOND REVISED EXHIBIT B**  
**Performance Measures/Numeric Goals**  
**for FY 2021-2022**

Operator will open EIH residence for move in by the beginning of Q1 FY 20-21, once the site construction is complete, and the CITY deems each site ready for residence. Performance measures related to the operations and services of the EIH are included in this exhibit. Once the COVID-19 emergency is over, the site will transition into a BHC, of which the performance measures are included in this exhibit.

**1.01 Unduplicated Participants.**

**Proposed total number of Unduplicated Participants, adults and children, to be served by this Project only.** For purposes of this AGREEMENT, “UNDUPLICATED PARTICIPANTS” 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 total household income, household composition (number of households with children under age 18 and number of children under age 18 who benefited from services), gender of head of household, race, ethnicity and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>EIH Phase</b>	50	40	0	0	90
<b>BHC Phase</b>	N/A	N/A	40	40	80

\* assuming the construction of the EIH site is complete at the start of quarter 1.

**1.02. Services.** Throughout the term of this AGREEMENT, GRANTEE shall provide the following services to participants:

**Activity 1: Number of EIH & BHC coordinated service sessions.** (Coordinated service session is defined as a case management session either by appointment or drop-in in which GRANTEE is offering one-on-one support to EIH & BHC participants.)

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>EIH Phase</b>	60	300	N/A	N/A	360
<b>BHC Phase</b>	N/A	N/A	360	360	720

**Activity 2: Number of self-sufficiency workshops on-site.** (Self-sufficiency workshops defined as a group training/discussion designed to educate or inform the program participant in some form of life skill.)

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>BHC Phase</b>	N/A	N/A	6	6	12

**Activity 3: Number of BHC volunteers. (BHC Volunteers defined as those that volunteer for programmatic roles in the BHC program.)**

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>BHC Phase</b>	N/A	N/A	24	24	48

**Activity 4: Number of Housing Problems Solved. (A solved housing problem is defined as a solution resulting in temporary or permanent housing).**

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>EIH Phase</b>	4	5	N/A	N/A	9
<b>BHC Phase</b>	N/A	N/A	5	5	10

**Activity 5: Provide free, nutritious meals (number of meals).**

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
<b>EIH Phase</b>	N/A	3,000	N/A	N/A	3,000
<b>BHC Phase</b>	N/A	N/A	10,000	10,000	20,000

1.01 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology.

<b>Outcome Measure #1</b>	50% of BHC participants will exit to permanent housing destinations within 120 days of entry.				
<b>Measurement Methodology</b>	HMIS Methodology: Add participant universe for EIH services during the current reporting period. Of the universe, add up those in EIH who exited to permanent housing destinations within 120 days of enrollment. Divide the total from step 2 by the total from step 1.				
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	
<b>OutcomeGoal</b>	N/A	50%	N/A	50%	
<b>Outcome Measure #2</b>	90% of Participants residing at the EIH and BHC for 30 days or more will report being satisfied with EIH and BHC services				
<b>Measurement Methodology</b>	Add the total number of clients who are residing at the EIH and BHC least 30 days and divide the total by the number of clients who have reported being satisfied with their services.				
	<b>Quarter 1</b>	<b>Quarter 2</b>	<b>Quarter 3</b>	<b>Quarter 4</b>	
<b>EIH Phase</b>	N/A	90%	NA	90%	
<b>BHC Phase</b>	N/A	N/A	N/A	90%	

**SECOND REVISED EXHIBIT C**

**BUDGET SUMMARY**  
**FY 2021-2022**

	FTE	ESG CV	TOTAL
<b>Direct Salaries</b>			
Director of Community Affairs	0.30	\$34,318.00	\$34,318.00
Director of Programs	0.15	\$18,000.00	\$18,000.00
Program Manager	1.00	\$65,000.00	\$65,000.00
Lead Case Manager	1.00	\$60,712.00	\$60,712.00
Case Manager #1	1.00	\$54,163.00	\$54,163.00
Case Manager #2	1.00	\$54,163.00	\$54,163.00
Case Manager #3	1.00	\$54,163.00	\$54,163.00
Resident Associate #1a-Part Time	0.40	\$23,013.00	\$23,013.00
Resident Associate #1b-Part Time	0.30	\$23,013.00	\$23,013.00
Resident Associate #1c-Part Time	0.30	\$23,013.00	\$23,013.00
Resident Associate #2	1.00	\$54,543.00	\$54,543.00
Resident Associate #3	1.00	\$54,543.00	\$54,543.00
Housing Specialist	1.00	\$56,582.00	\$56,582.00
Employment Specialist	1.00	\$56,582.00	\$56,582.00
<b>TOTAL DIRECT SALARIES</b>	<b>10.45</b>	<b>\$631,808.00</b>	<b>\$631,808.00</b>
<b>Direct Fringe Benefits</b>			
FICA (Employer)	0.08	\$50,545.00	\$50,545.00
SUI	0.01	\$6,318.00	\$6,318.00
FUI		\$0.00	\$0.00
Medical, Dental & Life	0.11	\$69,499.00	\$69,499.00
Retirement	0.03	\$18,954.00	\$18,954.00
Worker Compensation	0.03	\$18,954.00	\$18,954.00
Locality Rate	0.12	\$75,817.00	\$75,817.00
<b>TOTAL DIRECT FRINGE</b>		<b>\$240,087.00</b>	<b>\$240,087.00</b>
<b>Direct Operating Costs</b>			

Office Supplies		\$10,450.00	\$10,450.00
Program Supplies		\$54,000.00	\$54,000.00
Communication (Phone, Internet, Data)		\$10,032.00	\$10,032.00
Information Technology		\$4,800.00	\$4,800.00
Copier Lease		\$9,720.00	\$9,720.00
Transportation: Travel/Mileage/Parking		\$15,000.00	\$15,000.00
Insurance		\$6,600.00	\$6,600.00
Equipment		\$6,000.00	\$6,000.00
Client Financial Assistance		\$695,873.00	\$695,873.00
Meals/Refreshments-Hunger At Home		\$420,480.00	\$420,480.00
Property Management-Abode		\$1,167,877.00	\$1,167,877.00
TOTAL DIRECT OPERATING		\$2,400,832.00	\$2,400,832.00
<b>Indirect Costs</b>			
Indirect Costs (De Minimis Rate at 10%)		\$327,273.00	<b>\$327,273.00</b>
TOTAL INDIRECT		\$327,273.00	<b>\$327,273.00</b>
<b>TOTAL</b>		<b>\$3,600,000.00</b>	<b>\$3,600,000.00</b>

Reimbursement workbooks will be broken down by detailed line items. GRANTEE 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 for approval.



**REVISED EXHIBIT H**  
**RETROACTIVE SERVICES**

It is understood and agreed that GRANTEE has provided services prior to the execution of this SECOND AMENDMENT in anticipation of its execution. If CITY accepts and approves the services provided by GRANTEE prior to the date of this SECOND AMENDMENT, CITY agrees to compensate GRANTEE for those services in accordance with the terms of this AGREEMENT. However, in no event shall GRANTEE be compensated for work performed for CITY prior to July 1, 2021.

**INSTRUCTIONS FOR INSURANCE APPROVAL:**

**Forward the following to: RISK & INSURANCE**

**200 E. Santa Clara Street 14<sup>th</sup> Floor**

**San Jose, CA 95113-1905**

**Riskmgmt@sanjoseca.gov**

- 1. This form (149-7) completed;**
- 2. Copy of face page of Contract;**
- 3. Copy of insurance requirements included in contract.**
- 4. Copy of Service Provider’s certificate of insurance.**

**NOTIFICATION OF CONTRACT BEING PROCESSED**

DATE: 10/20/2021

Service Provider: PATH		Phone No. 408/735-8735	
Project: Operation of the San José Emergency Interim Housing Program at Evans Lane			
		Project Amount:	\$3,600,000
Estimated Start Date	07/01/2021	Estimated Completion Date	06/30/2022
<b>Scope of Work:</b> GRANTEE will be responsible for the setup, the day-to-day operations and property maintenance, as well as the provision of programs and services administered at the Emergency Interim Housing (“EIH”) site operating as an Emergency Non-Congregate Shelter (“NCS”) 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 program and services as emergency Bridge Housing Communities (“BHC”) after the public health emergency.			
Department	Housing	Division	Grants
Department	Josephine Lee	Ph./Ext:	408-535-3860
Contact:	Josephine.Lee2@sanjoseca.gov	Fax:	

**COMPLIANCE WITH INSURANCE REQUIREMENTS**

Comments: <u>Certificate dated 11/4/21 and 12/8/20 meets the requirements found in the agreement</u>	
Signature: <u><i>Mina Kim</i></u> Risk & Insurance	Date: 11/5/2021

FOR RISK & INSURANCE USE ONLY
Date Forwarded to City Clerk:
Date forwarded to City Clerk:

## COMPLIANCE WITH BOND REQUIREMENTS

Signature: _____ City Clerk	Date:
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### Certificate of Insurance Checklist

	(Yes)	(No)
A. Insured name on certificate of insurance must match the contract face page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Insurance coverages should match those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Limits of insurance should meet or exceed those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. All documented policies must be current and not expired	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. The City of San José should be an Additional Insured on the Vendor's General and Auto Liability policies	<input type="checkbox"/>	<input checked="" type="checkbox"/>
F. The workers' compensation policy should document a waiver of subrogation in favor of the City of San José	<input type="checkbox"/>	<input checked="" type="checkbox"/>
If any of the following has been marked as a <b>(No)</b> then request an updated Certificate of Insurance from the Vendor before submission		



- 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>25</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:**

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

- 1. SIGN THE DOCUMENT (THIS PAGE, AND PAGE 5)**
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 JOSEPHINE LEE AT [JOSEPHINE.LEE2@SANJOSECA.GOV](mailto:JOSEPHINE.LEE2@SANJOSECA.GOV)

**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: 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 # 666089 -002

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 Second 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): 10/20/2020, 04/21/2021

Agenda Item No.: 8.1

Resolution No.: 79750,79487

Ordinance No.: \_\_\_\_\_

Original Contract Amount: \$2,653,988

Amount of Increase/Decrease: \$3,600,000

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_

Updated Contract Amount: \$5,277,779

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:

Department Director Signature: Jacky Morales-Ferrand

12/10/21

Date

Office of the City Manager Signature: \_\_\_\_\_

Date