

**CITY OF SAN JOSE
HOUSING DEPARTMENT
SECOND AMENDMENT TO HTF GRANT AGREEMENT**

SUMMARY PAGE

Grant Type: HTF Contract No.: HTF-20-003B
HTF-20-003A
Original Contract No. HTF-20-001

Grantee: West Valley Community Services of Santa Clara County, Inc.

Project: Community Access to Resources and Education (CARE)

Description: Continuation and SECOND Amendment to Agreement between CITY and GRANTEE to increase the grant amount and extend the grant term through Fiscal Year 2022 - 2023

West Valley Community Services shall provide food pantry, case management, resources, and referral services in the West San José area, to low-income households through their Community Access to Resources and Education (“CARE”) Program. The project services shall include: 1) provide nutritious foods, from a food pantry, to help the family maintain their health and well-being; 2) case management services to assist participants in developing financial literacy skills to build up their safety-net and move towards self-sufficiency; 3) provide participants with all resources available; 4) refer and assist participants to find suitable housing; and 5) train low-income households how to access public benefits programs and how to eat more healthily.

On December 15, 2020, CITY and GRANTEE entered into that certain City of San José Housing Trust Fund (“HTF”) Grant Agreement for the CARE Program for a one-year term that was retroactive from July 1, 2020 through June 30, 2021.

On December 9, 2021, CITY and GRANTEE entered into that certain First Amendment to City of San José Housing Department HTF Grant Agreement for the CARE Program for a one-year term that was retroactive from July 1, 2021 through June 30, 2022.

In June 2022, CITY approved funding to GRANTEE for a one-year term, expiring June 30, 2023. The Parties desire to *continue and* extend the term for one additional fiscal year to June 30, 2023.

Funding Source(s): Housing Trust Fund ("HTF")

Amended Amount for Fiscal Year 2022-2023: \$ 75,000

Amended Amount for Fiscal Year 2021-2022: \$ 50,000

Original Amount for Fiscal Year 2020-2021: \$ 60,000

Total Grant Award Not to Exceed: \$185,000

Payment Terms: See **EXHIBIT D**

Resolution/Authority: 80627

Second Amended Agreement Term: Start Date: 07/01/2022 End Date: 06/30/2023

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

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

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	West Valley Community Services of Santa Clara County, Inc.	Housing Department
Address for Legal Notice:	10104 Vista Drive	200 E. Santa Clara St., 12 th Floor
City/State/Zip Code:	Cupertino, CA 95014	San Jose, CA 95113-1907
Attention:	Josh Selo, Executive Director	Jacky Morales-Ferrand, Director
Email Address:	JoshS@wvcommunityservices.org	Jacky. Morales-Ferrand@sanjoseca.gov
Telephone No.:	(408) 956-6113	408-535-3855
Taxpayer ID:	94-2211685	
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contract Manager:	Sujatha Venkatraman
Title:	Associate Executive Director
Telephone No:	(408) 342-0550
Email:	sujathav@wvcommunityservices.org

CITY Contact Person:	Jennifer Mora
Title:	Grants Analyst
Telephone No:	(408) 535-3860
Email:	Jennifer.mora@sanjoseca.gov

REVISED EXHIBIT LIST:

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

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

REQUIRED LANGUAGE ATTACHMENT

YES	N/A	
<input checked="" type="checkbox"/>	<input 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.

WEST VALLEY COMMUNITY SERVICES OF SANTA CLARA, INC., a California nonprofit corporation.

josh@wvcommunityservices.org

GRANTEE Signature:

Email: josh@wvcommunityservices.org
Date: 10/14/2022 GMT

Date: _____

Print Name:

Josh Selo

Title:

Executive Director

[Signatures Continue on Following Page.]

CITY OF SAN JOSE, a California municipal corporation

Jacky Morales-Ferrand

Email: jacky.morales-ferrand@sanjoseca.gov

Date: 10/17/2022 GMT

Date: _____

JACKY MORALES-FERRAND
Director of Housing Department

Approved as to form:
ANDREW MALEK,
Deputy City Attorney

Attorney
Andrew Malek

Andrew Malek

Email: andrew.malek@sanjoseca.gov

Date: 10/14/2022 GMT



SECOND AMENDMENT HOUSING DEPARTMENT HTF GRANT AGREEMENT
(Community Access to Resources and Education (CARE) Program)

This CONTINUATION AND SECOND AMENDMENT TO HTF GRANT AGREEMENT FOR COMMUNITY ACCESS TO RESOURCES AND EDUCATION (CARE) PROGRAM (“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 WEST VALLEY COMMUNITY SERVICES OF SANTA CLARA COUNTY, INC., a California nonprofit public benefit corporation (“GRANTEE”). All capitalized terms used but not defined herein shall have the meaning provided in the AMENDED AGREEMENT (as hereinafter defined). For the purposes of this SECOND AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on December 15, 2020, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$50,000 in Housing Trust Fund (“HTF”) funds to support GRANTEE’s Community Access to Resources and Education (CARE) Program from retroactive from July 1, 2000 through June 30, 2021 (“AGREEMENT”); and

WHEREAS, on December 9, 2022, CITY and GRANTEE entered into that certain FIRST amendment to the AGREEMENT (“FIRST AMENDMENT”) to increase the grant amount and extend the grant term retroactive from July 1, 2021 through June 20, 2022; 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 by \$75,000 in HTF funding for a total Grant Award not to exceed \$185,000, and to extend the grant term for Fiscal Year 2022-2023; 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, 2022;

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 **Seventy-Five Thousand** Dollars (\$75,000) of HTF funds, for a total grant award not to exceed \$185,000.
2. **Budget Summary.** SECOND REVISED EXHIBIT C, attached hereto, is appended to EXHIBIT C.

3. Retroactive Services. SECOND REVISED EXHIBIT I, attached hereto is appended to EXHIBIT I.
4. 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 HALA 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 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.
7. 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.

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

SECOND REVISED EXHIBIT C
BUDGET SUMMARY

FISCAL YEAR 2022-2023

Budget Item	HTF Fund
Personnel Costs	
Salaries	\$61,539.00
Fringe Benefits	\$13,461.00
Total Direct Salaries:	\$75,000.00
Direct Operating Costs	\$0
Indirect Operating Costs	\$0
Total Operating Costs	\$0
GRAND TOTAL	\$75,000.00

REVISED EXHIBIT I
RETROACTIVE SERVICES

It is understood and agreed that GRANTEE has provided services prior to the execution of this AGREEMENT in anticipation of its execution. If CITY accepts and approves the services provided by GRANTEE prior to the date of this AGREEMENT, 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, 2022.