

**CITY OF SAN JOSE  
HOUSING DEPARTMENT  
FOURTH AMENDMENT TO STATE HOMEKEY GENERAL FUND, COUNTY OF  
SANTA CLARA, AND HHAP2 GRANT AGREEMENT**

**SUMMARY PAGE**

			<b>GF-20-005D</b>
			GF-20-005C
			GF-20-005B
Grant Type:	<u>HOMELESS</u>	Contract No.:	<u>GF-20-005A</u>
		Original Contract No.	<u>GF-20-005</u>

Grantee: Abode Services

Project: SureStay Hotel

Description:

Continuation and Fourth Amendment to AGREEMENT between CITY and GRANTEE to extend the term retroactive for one month from October 1, 2022, through October 31, 2022, and increase the grant award in order to assist the new SureStay owner transition.

On March 23, 2021, the CITY executed the original agreement. City and GRANTEE entered that certain City of San José Housing Department State HomeKey General Fund Grant Agreement for SureStay Hotel for a five-month retroactive term from February 1, 2021, through June 30, 2021.

On January 5, 2022, CITY and GRANTEE entered that certain Continuation and First Amendment to City of San José Housing Department State HomeKey General Fund and City of San José Housing Department Homeless Housing Assistance and Prevention (HHAP) Grant Agreement and County of Santa Clara Grant Agreement for the SureStay Hotel for a one-year term retroactive from July 1, 2021, through June 30, 2022.

On February 16, 2022, CITY and GRANTEE entered that certain Second Amendment to the City of San José Housing Department State HomeKey General Fund and Homeless Housing Assistance and Prevention Grant Agreement for the SureStay Hotel to amend the

Scope of Services, Performance Measures, and add the Legal Description of Property where services are to be provided and the Form of Tenant Lease to the AGREEMENT.

On July 13, 2022, CITY and GRANTEE entered that certain Third Amendment to the City of San Jose's Housing Department Homeless Housing Assistance and Prevention (HHAP2) Grant Agreement for SureStay Hotel for a three-month term retroactive from July 1, 2022, through September 30, 2022.

On October 7, 2022, City approved funding to GRANTEE for a one-month term, expiring October 31, 2022. The Parties desire to continue and extend the term for one month to October 31, 2022.

Funding Source (s): Homeless Housing Assistance and Prevention (HHAP2)

Fourth Amended  
Amount for the Fiscal Year 2022-2023: Homeless Housing Assistance and Prevention (HHAP2) **\$50,810**  
**Total: \$50,810**

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Third Amended  
Amount for the Fiscal Year 2022-2023: Homeless Housing Assistance and Prevention (HHAP2) **\$423,000**  
**Total: \$423,000**

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First and Second  
Amended Amount for the Fiscal Year 2021-2022: Housing Homeless Program **\$168,728**  
State HomeKey General Fund **\$1,577,536**  
**Total: \$1,746,264**

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Original for the Fiscal Year 2020-2021: State HomeKey General Fund **\$731,444**  
**Total: \$731,444**

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Total Grant Award  
Not to Exceed: **Total: \$2,951,518**

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Resolution/Authority: **79862, 80203, 80627**

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Fourth Amended Agreement Term: Start Date: 10/01/2022 End Date: 10/31/2022

Third Amended Agreement Term: Start Date: 07/01/2022 End Date: 09/30/2022

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

Original Agreement Term: Start Date: 02/01/2021 End Date: 06/30/2021

**PARTIES TO AGREEMENT:**

	<b>GRANTEE</b>	<b>CITY OF SAN JOSE</b>
Name:	Abode Services	Housing Department
Address for Legal Notice:	40849 Fremont Blvd Fremont, CA 94538	200 E. Santa Clara St., 12 <sup>th</sup> Floor San Jose, CA 95113-1907
Attention:	Louis Chicoine Chief, Executive Officer	Jacky Morales-Ferrand, Director
Email Address:	<a href="mailto:LChicoine@abodeservices.org">LChicoine@abodeservices.org</a>	<a href="mailto:Jacky.Morales-Ferrand@sanjoseca.gov">Jacky.Morales-Ferrand@sanjoseca.gov</a>
Telephone No.:	510-657-7409, Ext 212	408-535-3855
Taxpayer ID	94-3087060	
DUNS No.:	012042880	
Type of Entity:	501 (c) 3 – the public benefit corporation	
State of Incorporation or Residency:	California	

**CONTACT INFORMATION**

GRANTEE Contract Manager:	Vivian Wan
Title:	Chief Operating Officer
Telephone No:	510-657-7409, Ext 212
Email:	VWan@abodeservices.org

CITY Contact Person:	Josephine Lee
Title:	Contracts and Grants Analyst

Telephone No:	408-535-3860
Email:	Josephine.Lee2@sanjoseca.gov

**REVISED EXHIBIT LIST:** include only Exhibits revised by this amendment

- | YES                                 | N/A                                 |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Third Revised Exhibit A: Scope of Services   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Second Revised Exhibit B: Performance Measures   |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Third 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"/> | Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Exhibit G: Insurance   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Exhibit H: Federal Guidelines For Minority-Owned and Women-Owned Business Enterprises (MBE/WBE)                    |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Third Revised Exhibit I: Retroactive Services  |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Exhibit J: Legal Description of Property Where Services Provided   |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Exhibit K: Form of Tenant Lease  |

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 type="checkbox"/>            | <input checked="" type="checkbox"/> | City of San José Funding |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Federal                  |
| <input checked="" type="checkbox"/> | <input 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 in the attached THIRD AMENDMENT, including all exhibits, without limitation. Said THIRD AMENDMENT is hereby incorporated.**

WITNESS THE EXECUTION HEREOF upon execution by CITY.

ABODE SERVICES, a California nonprofit public benefit corporation.

GRANTEE Signature:  
Print Name:  
Title:



Email: lchicoine@abodeservices.org

Louis Chicoine  
Chief, Executive Officer

Date: Nov 1, 2022

[Signatures Continue on Following Page.]

The CITY OF SAN JOSE, a California municipal corporation

*Jacky Morales-Ferrand*

Email: jacky.morales-ferrand@sanjoseca.gov

Date: 11/02/2022 GMT

**JACKY MORALES-FERRAND**  
Director of Housing Department

Date: Nov 2.2022

Approved as to form:  
ANDREW MALEK,  
Deputy City Attorney

*Andrew Malek*

Email: andrew.malek@sanjoseca.gov

Date: 11/02/2022 GMT

Date: Nov 2.2022

**FOURTH AMENDMENT TO THE CITY OF SAN JOSE  
HOUSING DEPARTMENT STATE HOMELESS HOUSING ASSISTANCE AND  
PREVENTION, STATE HOMEKEY GENERAL FUND, AND COUNTY OF SANTA  
CLARA GRANT AGREEMENT**

**(SURESTAY HOTEL)**

This CONTINUATION AND FOURTH AMENDMENT TO STATE HOMELESS HOUSING ASSISTANCE AND PREVENTION (“HHAP2”), STATE HOMEKEY GENERAL FUND, AND COUNTY OF SANTA CLARA GRANT AGREEMENT FOR SURESTAY HOTEL (“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 **ABODE SERVICES**, a California nonprofit public benefit corporation (“GRANTEE”). For the purposes of this FOURTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties” all capitalized terms used but not defined herein shall have the meaning provided in the AMENDED AGREEMENT (as hereinafter defined).

**RECITALS**

WHEREAS, on March 23, 2021, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$731,444 in State HomeKey General Fund funds to support GRANTEE’s SureStay Hotel retroactive from February 1, 2021, through June 30, 2021 (“AGREEMENT”); and

WHEREAS, on January 5, 2022, CITY and GRANTEE entered into that certain first amendment to the AGREEMENT (“FIRST AMENDMENT”) to increase the Grant Award by \$354,030 in State HomeKey General Fund and \$1,392,237 in County of Santa Clara funds for a total Grant Award not to exceed \$2,477,708, continue and extend the Term of the AGREEMENT retroactive from July 1, 2021, through June 30, 2022, and amend the Scope of Services, Performance Measures, Budget Summary, Payments to Grantee, and General Grant Conditions for the Fiscal Year 2021 - 2022; and

WHEREAS, on February 16, 2022, CITY and GRANTEE entered into that certain second amendment to the AGREEMENT (“SECOND AMENDMENT”) to amend the Scope of Services, Performance Measures, add Legal Description of Property where services are provided, and the Form of Tenant Lease to the AGREEMENT; and

WHEREAS, on June 28, 2022, the San José City Council (“City Council”) adopted a resolution authorizing the CITY to enter into this AGREEMENT and appropriating an amount not to exceed \$423,000 from July 1, 2022, to September 30, 2022, for the exited non-congregate shelter Program with three-month extension during the transition period; and

WHEREAS, on July 6, 2022, CITY and GRANTEE entered that certain third amendment to the AGREEMENT (“THIRD AMENDMENT”) to extend the term of the AGREEMENT retroactively from July 1, 2022, through September 30, 2022, and amend the Scope of Services, Performance Measures and Budget Summary; 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 extend the term and amend the Budget Summary to the AGREEMENT; and

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

1. Budget Summary. THIRD REVISED EXHIBIT C, attached hereto, is hereby appended to EXHIBIT C to the AGREEMENT.
2. Retroactive Services. THIRD REVISED EXHIBIT I, attached hereto, is hereby appended to EXHIBIT I to the AGREEMENT.
3. 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 State Homeless Housing Assistance and Preventions fund and supersedes any and all other agreements written or oral between the Parties.
4. Exhibits. All exhibits attached hereto are incorporated herein by reference.
5. 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.
6. Counterparts. This FORTH AMENDMENT may be executed in any number of separate counterparts. By each party in separate counterparts, each of which shall be deemed to be an original and all of which together shall constitute the same instrument when so executed and delivered.

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. 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.

7. Governing Law. This FOURTH AMENDMENT shall be governed by and construed according to the State of California laws.





**FOURTH REVISED EXHIBIT C – BUDGET SUMMARY  
OCTOBER 1 TO OCTOBER 31, 2022, FY 2022-2023**

<b>SureStay Hotel Budget 10/1/22-10/31/22</b>		
	<b>Property Management (HIP)</b>	<b>Total Project Cost</b>
<b>Operating</b>		
Janitorial Services	\$ 1,795	\$ 1,795
Security Services	\$ 23,040	\$ 23,040
Utilities	\$ 19,000	\$ 19,000
Pest Control	\$ 750	\$ 750
Landscaping	\$ 380	\$ 380
Maintenance	\$ -	\$ -
<b>Total Operating Costs</b>	<b>\$ 44,965</b>	<b>\$ 44,965</b>
<b>Personnel &amp; Operating Costs</b>	<b>\$ 44,965</b>	<b>\$ 44,965</b>
<b>Start Up Costs</b>		
Shared Space & Office Furnishings	\$ -	\$ -
Room Furnishings (mattresses, dressers)		\$ -
Surveillance Equipment	\$ -	\$ -
<b>Total Start Up Costs</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Total Direct Operating</b>	<b>\$ 44,965</b>	<b>\$ 44,965</b>
<b>Support Services</b>		
Administrative Overhead (13%)	\$ 5,845	\$ 5,845
<b>Grand Total</b>	<b>\$ 50,810</b>	<b>\$ 50,810</b>

**CITY shall provide a Reimbursement Workbook to GRANTEE upon contract execution for payment requests. Reimbursement workbooks will include a detailed budget by line item. To make changes to the detailed budget mid-contract year, GRANTEEs shall submit a budget modification request to the CITY. Budget modification requests should be submitted no later than the last day of the third quarter. Changes to the budget are limited to 10% between each category listed in Exhibit C: Budget Summary. Budget change requests that exceed 10% between each category listed in Exhibit C: Budget Summary will require a contract amendment. If there is a staff change, the GRANTEE shall update the Cost Allocation Plan and submit to the CITY for approval. The final invoice is due by November 30, 2022.**

**SECOND REVISED EXHIBIT I**  
**RETROACTIVE SERVICES**

The term of this AGREEMENT shall be retroactive from October 1, 2022, and shall continue through October 31, 2022. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this AGREEMENT in anticipation of its execution.

CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of the AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to October 1, 2022.



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

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

## SCANNED SIGNATURE AUTHORIZATION

DATE: <u>November 1, 2022</u>	TOTAL PAGES: (INCLUDING THIS PAGE) <u>13</u>
TO: <u>Louis Chicoine</u>	TO: _____
EMAIL: <u>Lchicoine@abodeservices.org</u>	EMAIL: _____
PHONE: <u>510-657-7409, Ext. 212</u>	PHONE: _____

I agree to use electronic signatures

I agree to use electronic signatures

BY: *Louis Chicoine*  
Email: lchicoine@abodeservices.org  
Date: 11/02/2022 GMT

BY: \_\_\_\_\_

Nov 2, 2022

### 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