

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

**CITY OF SAN JOSE
HOUSING DEPARTMENT
FIRST AMENDMENT TO H.R. 133 EMERGENCY RENTAL ASSISTANCE PROGRAM FUNDS
GRANT AGREEMENT**

SUMMARY PAGE

Grant Type:	H.R. 133 Emergency Rental Assistance Program Funds	Contract No.:	GF-20-007A
		Original Contract No.	GF-20-007
Grantee:	Sacred Heart Community Service		
Project:	Homelessness Prevention System – COVID-19 Response		
Description:	First Amendment to Agreement between CITY and GRANTEE to revise the insurance requirements and budget summary through 2020-2022 Term. GRANTEE will administer an Emergency Rental Assistance Program, as the lead agency for the Homelessness Prevention System, and will manage federal emergency rental assistance program funds and coordinate the program partners. Duties include, but are not limited to: • Coordination with community partners; • Determination of client eligibility; • Providing rental and utility assistance; • Providing and coordinating supportive services for ongoing housing stability; and, • Case management and outreach. On June 9, 2021, CITY and GRANTEE entered into that certain Agreement. City of San José Housing Department H.R. 133 ERAP Grant Agreement for Homelessness Prevention System – COVID-19 Response for a term that will expire on September 30, 2022.		

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Funding Source(s): H.R. 133 Emergency Rental Assistance Program Funds

Amended Amount for 2020-2022 Term: No change

Original Amount for 2020-2022 Term: \$12,305,942

Total Grant Award Not to Exceed: \$12,305,942

Payment Terms: **See EXHIBIT D**

Resolution/Authority: Resolution #79934 (3/23/2021)

Amended Agreement Term: Start Date: 04/01/2021 End Date: 9/30/2022

Original Agreement Term: Start Date: 04/01/2021 End Date: 9/30/2022

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	Sacred Heart Community Service	Housing Department
Address for Legal Notice:	1381 South First Street,	200 E. Santa Clara St., 12 th Floor
City/State/Zip Code:	San Jose, CA 95110	San Jose, CA 95113-1907
Attention:	Poncho Guevara, Executive Director	Jacky Morales-Ferrand, Director
Email Address:	ponchog@sacredheartcs.org	Jacky.Morales-Ferrand@sanjoseca.gov
Telephone No.:	408-278-2160	408-535-3855
Taxpayer ID	23-7179787	
DUNS No.:	556253680	
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

CONTACT INFORMATION

GRANTEE Contract Manager:	Erin Stanton
Title:	Director of Family Assistance
Telephone No:	408-916-5028
Email:	erins@sacredheartcs.org

CITY Contact Person:	Patrick Córdova
Title:	Interim Development Officer
Telephone No:	408-793-5552
Email:	patrick.cordova@sanjoseca.gov

REVISED EXHIBIT LIST: include only Exhibits revised by this amendment

YES	N/A	
☐	☒	Revised Exhibit A: Scope of Services
☐	☒	Revised Exhibit B: Performance Measures/Numeric Goals for 2021-2022
☒	☐	Revised Exhibit C: Budget Summary
☐	☒	Revised Exhibit D: Payments to Grantee and Reporting Schedule
☐	☒	Revised Exhibit E: General Grant Conditions
☐	☒	Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act
☒	☐	Revised Exhibit G: Insurance
☐	☒	Revised Exhibit H: Federal Guidelines for Minority-Owned and Women-Owned Business Enterprises (MBE/WBE)
☐	☒	Revised Exhibit I: Retroactive Services
☐	☒	Revised Exhibit J: U.S. Department of the Treasury Emergency Rental Assistance Conditions

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

REQUIRED LANGUAGE ATTACHMENT

YES	N/A	
☐	☒	City of San José Funding
☒	☐	Federal
☐	☒	State
☐	☒	County
☐	☒	Other Public Agency
☐	☒	Private Funding Agency

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

The Exhibits and Certifications marked above are attached hereto and incorporate herein. I certify that I have read and hereby consent to all the terms and provisions contained in the attached FIRST AMENDMENT, including without limitation, all exhibits. Said FIRST AMENDMENT is hereby incorporated.

WITNESS THE EXECUTION HEREOF upon execution by CITY.

SACRED HEART COMMUNITY SERVICE, a California nonprofit public benefit

× Poncho Guevara
ponchog@sacredheartcs.org (11/22/2021)
Email: ponchog@sacredheartcs.org

GRANTEE Signature: _____ Date: _____
Print Name: Poncho Guevara
Title: Executive Director

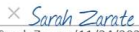
× Darren Seaton
darrens@sacredheartcs.org (11/23/2021)
Email: darrens@sacredheartcs.org

GRANTEE Signature: _____ Date: _____
Print Name: Darren Seaton
Title: Deputy Director

[Signatures Continue on Following Page.]

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

CITY OF SAN JOSE, a California municipal corporation


Sarah Zarate (11/24/2021)
Email: sarah.zarate@sanjoseca.gov

Date: _____

SARAH ZARATE,
Director
City Manager's Office

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

Attorney
Rene Ortega
Senr Deputy City Atty III U
rene.ortega@sanjoseca.gov

Rene Ortega (11/23/2021)
Email: rene.ortega@sanjoseca.gov

Date: _____

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

**FIRST AMENDMENT TO CITY OF SAN JOSE
HOUSING DEPARTMENT H.R. 133 EMERGENCY RENTAL ASSISTANCE PROGRAM
GRANT AGREEMENT
HOMELESSNESS PREVENTION SYSTEM – COVID-19 RESPONSE**

This FIRST AMENDMENT TO H.R. 133 EMERGENCY RENTAL ASSISTANCE PROGRAM GRANT AGREEMENT FOR HOMELESS PREVENTION SYSTEM – COVID-19 RESPONSE FIRST 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 SACRED HEART COMMUNITY SERVICE, a California nonprofit public benefit corporation (“GRANTEE”). All capitalized terms used but not defined herein shall have the meaning provided in the AGREEMENT (as hereinafter defined). For the purposes of this FIRST AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on [insert date CITY executed the original agreement], CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department H.R. 133 Emergency Rental Assistance Program Funds Grant Agreement for a grant of \$12,305,942 in H.R. 133 Emergency Rental Assistance Funds to support GRANTEE’s COVID-19 Emergency Homelessness Prevention Program from April 1, 2020 through September 30, 2022 (“AGREEMENT”); and

WHEREAS, pursuant to Section [13] of the AGREEMENT, CITY and GRANTEE desire to amend the AGREEMENT to revise the insurance requirements and budget of the project; and

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this FIRST AMENDMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to April 1, 2021;

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

1. Budget Summary. EXHIBIT C is hereby replaced in its entirety with REVISED EXHIBIT C attached hereto.
2. Insurance Requirements. EXHIBIT G is hereby replaced in its entirety with REVISED EXHIBIT G attached hereto.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

3. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AGREEMENT, as amended by this FIRST AMENDMENT, constitutes the entire agreement by and between CITY and GRANTEE relating to the grant of CITY H.R. 133 Emergency Rental Assistance Funds, 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 FIRST AMENDMENT and the AGREEMENT, the terms and conditions of this FIRST 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 FIRST AMENDMENT shall remain in full force and effect.
6. Counterparts. This FIRST AMENDMENT may be executed in counterparts, each of which shall be deemed to be an original and all of which together shall be deemed one and the same instrument.
7. Governing Law. This FIRST AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.
8. Title. The title of the AGREEMENT is hereby amended to read “City of San José Housing Department H.R. 133 Emergency Rental Assistance Funds Grant Agreement for Homelessness Prevention System – COVID-19 Response”.

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT
REVISED EXHIBIT C**

BUDGET SUMMARY

ORIGINAL BUDGET

Budget Item	Sacred Heart Community Services	Subcontractors	Total
Direct Financial Assistance	\$1,876,689	\$7,506,758	\$9,383,447
Direct Financial Assistance Admin	\$71,524	\$159,200	\$230,724
Housing Stability Services	\$740,272	\$1,647,702	\$2,387,974
Housing Stability Services Admin (Salaries, Personnel, Benefits, Non-Personell Supplies & Materials)	\$94,177	\$209,620	\$303,797
Total	\$2,782,662	\$9,523,280	\$12,305,942

REVISED BUDGET

Budget Item	Sacred Heart Community Services	Subcontracts	Total
Direct Financial Assistance	\$1,876,689	\$7,017,435	\$8,894,124
Direct Financial Assistance Admin	\$151,932	\$568,115	\$720,047
Housing Stability Services	\$740,272	\$1,647,702	\$2,387,974
Housing Stability Services Admin (Salaries, Personnel, Benefits, Non-Personnel, Supplies & Materials)	\$94,177	\$209,620	\$303,797
Total	\$2,863,070	\$9,442,872	\$12,305,942

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT
EXHIBIT G**

INSURANCE REQUIREMENTS

GRANTEE, at GRANTEE'S sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by GRANTEE, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001, including products and completed operations; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance; and
4. Commercial Crime insurance, including coverage for Employee Dishonesty and Computer Fraud, for loss or damage arising out of or in connection with fraudulent or dishonest acts committed by the employees of Grantee, acting alone or in collusion with others, including all funds of others in their care, custody or control.

There shall be no endorsement reducing the scope of coverage required above, unless approved by the CITY's Risk Manager.

B. Minimum Limits of Insurance

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and
3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor and Employers Liability limits of \$1,000,000 per accident;
4. Commercial Crime: \$500,000 per claim/aggregate limit.

C. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager.

D. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages
 - a. The CITY, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

limitations on the scope of protection afforded to CITY, its officers, employees, agents and contractors.

- b. GRANTEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, agents and contractors. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of GRANTEE's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CITY, its officers, employees, agents, or contractors.
 - d. Coverage shall state that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
 - e. Coverage shall contain a waiver of subrogation in favor of the CITY, its officers, employees, agents and contractors.
2. Workers' Compensation and Employers' Liability coverage shall contain a waiver of subrogation in favor of the City of San Jose, its officers, employees, agents, and contractors.

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY.

E. Acceptability of Insurers

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

F. Verification of Coverage

GRANTEE shall furnish CITY with certificates of insurance and endorsements affecting coverage required by this AGREEMENT. The certificates and copies of endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to: Riskmgmt@sanjoseca.gov:

**CITY OF SAN JOSE
HOUSING DEPARTMENT
GRANT AGREEMENT**

Certificate Holder

City of San Jose - Finance
Risk Management
200 East Santa Clara St. 14th Floor Tower
San Jose, CA 95113-1905

G. Subcontractors

GRANTEE shall include all subcontractors as insured under its policies or shall obtain separate certificates and endorsements for each subcontractor.