

**FIRST AMENDMENT FOR COST SHARING AGREEMENT BETWEEN THE COUNTY OF SANTA CLARA
AND THE CITY OF SAN JOSÉ FOR RENTAL ASSISTANCE ENGAGEMENT**

This First Amendment is entered into by and between the County of Santa Clara (the “County”) and the City of San José (the “City”), individually, a “Party” and, collectively, the “Parties,” to provide outreach to tenants and landlords on the eviction moratorium, State of California (“CA”) COVID-19 Rental Assistance program and provide eviction prevention resources and information about other rental housing laws and resources.

RECITALS

- A. WHEREAS, on February 3, 2020, the County Health Officer declared a local health emergency, and the County's Director of Emergency Services proclaimed a local emergency, to respond to the Coronavirus Disease (“COVID-19”) pandemic and manage its spread throughout the County;
- B. WHEREAS, on March 4, 2020, the Governor of California proclaimed a State of Emergency (Executive Order N-25-20) to exist in California because of the threat of COVID-19;
- C. WHEREAS, on March 6, 2020, the City issued a Proclamation of Local Emergency finding that the existence and threat of COVID-19 in the community give rise to conditions of extreme peril to the safety and health of persons within the City;
- D. WHEREAS, on March 16, 2020, the Santa Clara County Public Health Officer issued an Order to all residents to shelter in place and businesses to close except for essential activities, essential services, and governmental services as defined under Section 10 of the Order;
- E. WHEREAS, on March 19, 2020, the Governor issued an Order (Executive Order N-33-20) that all individuals living in the State of California stay home or at their place of residence, except as needed to maintain continuity of operations for certain critical infrastructure sectors, to protect the public health of Californians, to mitigate the impact of COVID-19, and to ensure the healthcare delivery system is capable of serving all;
- F. WHEREAS, as a result of the State Executive Orders and their national counterparts, County Order, and City Proclamation of Local Emergency in response to COVID-19, as may be extended and modified by federal, state, and local authorities, the County and City have identified an urgent need for funding Countywide needs related to outreach to tenants and landlords on the eviction moratorium and rental relief funding as part of the response to COVID-19 (“County-wide needs”);
- G. WHEREAS, the County and City have each established programs as more fully set forth herein to address;

- H. WHEREAS, the County has developed a robust outreach and engagement program through partnership with local community partners to inform residents about resources available to them, especially in areas disproportionately impacted by COVID-19;
- I. WHEREAS, the County has enhanced its outreach efforts by contracting with the community and grassroots partners to maintain the Emergency Rental Assistance Collaborative ("ERA Collaborative") to speak with residents, essential workers, and businesses that employ essential workers about the eviction moratorium, rent relief funding, and applying to the CA COVID-19 Rental Assistance program;
- J. WHEREAS, it is in the intent of this Agreement that City will pay the County for its costs in operating the community outreach, engagement, and education for CA COVID-19 Rental Assistance program;
- K. WHEREAS, City is working to provide funding for outreach and engagement efforts to help residents and small businesses access accurate information about the pandemic, health and safety measures, as well as programs and services during the COVID-19 pandemic;
- L. WHEREAS, City desires to fund the continuation of ERA Collaborative to focus on outreach and engagement to those hardest to reach residents in San José through December 31, 2022 and provide these funds to the County as a fiscal agent and project manager, coordinating and overseeing grassroots partners and their work;
- M. WHEREAS, City funds are intended to help the County and City leverage Federal Emergency Rental Assistance ("ERA") funds, as available;
- N. WHEREAS, this Agreement concerns the use of Google Community Benefits Fund ("Community Benefit") and the Parties will need to maintain tracking mechanisms to provide enough data and documentation to justify the use of Community Benefit Funds;
- O. WHEREAS, noncompetitively procured contracts are allowed under 2 C.F.R. Section 200.320(f)(2) when exigent and emergency circumstances exist, and the immediate need for County services and procurement of these services through a competitive process would cause unacceptable delay in addressing the COVID-19 public health emergency; and,
- P. WHEREAS, the City Council of San Jose adopted Resolution Number 80202 on August 31, 2021 authorizing this Agreement and appropriating funds for the services to be provided under this Agreement.

In consideration of the foregoing Recitals, and the mutual promises and covenants contained in this Amendment, the Parties agree as follows:

AGREEMENT

SECTION 1, TERM, shall be amended to read as follows:

This Term of this Agreement shall commence on the Effective Date (hereinafter defined) and will continue thereafter through December 31, 2022, unless extended by mutual consent.

SECTION 2, COST SHARING, shall be amended to read as follows:

This Agreement shall become effective upon execution by the parties ("Effective Date"). Upon the Effective Date, or as practicably soon thereafter, the City shall transfer \$500,406.50 from the City Community Benefit funds to the County for ERA community outreach, engagement, education, and application assistance ("Funds") to cover the costs (as described in Section 5 of this First Amendment) anticipated to be incurred by the County to help San José residents and small businesses access accurate information about the eviction moratorium and rent relief funding, as well as related programs and services during the pandemic. Upon written request to the County, the City has the right to reasonably review all County records to determine the reasonableness of each incurred cost consistent with grant conditions.

SECTION 4, PROGRAM BUDGET AND LEVERAGING FUNDS, shall be amended to read as follows:

Maximum Financial Obligation: Notwithstanding any other provision of this Agreement, CITY shall pay COUNTY a maximum total not to exceed amount of \$1,000,813, inclusive of the aforementioned \$500,406.50 payment made to County upon the Effective Date of Agreement or as practicably soon thereafter, to be funded by Community Benefit Funds or other funds as determined by the CITY.

SECTION 5, COUNTY-CITY NEEDS FOR COVID-19 RESPONSE, shall be amended to read as follows:

A. ERA COLLABORATIVE PROGRAM – COUNTY ADMINISTERED PROGRAM

County will use the Funds transferred to the County to enhance ERA community outreach, engagement education, and application assistance ("ERA community outreach and engagement") in San José especially in hardest-hit areas such as East San José as follows:

1. County will provide fiscal agency and administrative services described herein; any modification from the services described herein, shall be noticed to City in writing not less than seventy-two (72) hours and shall be approved by City in writing prior to implementation, within three business days of receiving notice and if no response is received from City changes shall be deemed approved.
2. County will deposit the Funds for this program into separate accounts for tracking efficiencies.

3. County will collect the documentation listed in this agreement from each Subgrantee substantiating use of Funds and maintain for a minimum of three (3) years from end of this Agreement.
4. County must disburse the Funds by December 31, 2022 and will inform CITY no later than December 1, 2022 if the timeline cannot be met and County's plan to disburse balance of funding. (Note: CITY will notify County if there are any changes to deadlines.)
5. County will submit a monthly report of Grant disbursement in a City approved format to CITY no later than the 29th day of the following month as further described in Exhibit B.
6. County will submit a preliminary report no later than July 31, 2022 and a final Program report no later than March 31, 2023.
7. County will provide the additional services listed below under Eligible Services, Requirements and Additional Responsibilities.
8. County will provide monthly reports submitted with invoices including information on:
 - i. Community and Residential Engagement
 - a. Number of Community Health Workers/employees deployed
 - b. Number of applicants assisted with questions about their pending CA COVID-19 Rental Assistance program by zip code
 - c. Number of Residential Engagements (doors knocked or home/dwelling engagement)
 - a. Number of individual residential engagements (number of people spoken to at each door or yard or house/dwelling visited) by zip code
 - b. Number of conversations regarding tenant rights
 - c. Number of conversations about Eviction Prevention
 - d. Number of Community Engagements (pop up testing sites, community events, etc.)
 - a. Number of individual community engagement (number of people spoken to at each community engagement) by zip code
 - b. Number of conversations regarding tenant rights
 - c. Number of hours canvassed
 - d. Average weekly hours
 - e. Total number of hours canvassed
 - f. Narrative that includes program issues and concerns along with potential feedback about what is working and what is not working.
9. CITY agrees to an administrative fee of 12% to the County for the administration of the services provided. County must be able to provide the supporting documentation described in Table 2, below

Table 2

Expense Category	Supporting Documentation
Administrative Overhead	<ul style="list-style-type: none"> • If applicable, documentation of Federally-approved indirect rate • Allocation methodology and records • If costs are not allocated, records to support actual costs

Eligible Services, Requirements and Additional Responsibilities

The following services are eligible for Funds up to the amounts and subject to the requirements as listed below. County will be utilizing Funds to extend the work of ERA Collaborative working in San José through December 31, 2022 connecting residents with access to accurate information about eviction protections, rental assistance funding, housing stability services, assisting applicants with the CA COVID-19 Rental Assistance Program, and providing eviction prevention resources.

The additional responsibilities of County in providing the services are also provided below.

1. Community Engagement:
 - a. Grassroots community outreach to San José residents who live in neighborhoods with higher rates of COVID-19 infection, who are members of high-risk populations or experience higher rates of rental assistance need.
 - b. Implement the public health strategy for Community Health Engagement around the COVID-19 pandemic as adopted by the County Board of Supervisors
 - c. Provide information about the eviction moratorium, rent relief funding and legal services
 - d. Provide other information necessary to address the eviction moratorium and housing stability services.
 - e. When possible, assist eligible tenants in beginning and/or completing the CA COVID-19 rental assistance application process.

2. Eligible Subgrantees serving San José residents, also known as the ERA Collaborative:
 - a. Amigos de Guadalupe Center for Justice and Empowerment;
 - b. Latinos United for a New America;
 - c. International Children’s Assistance Network;
 - d. Catholic Charities.

SECTION 7, REPORTING, shall be amended to read as follows:

The Parties shall provide monthly reports as set forth in EXHIBIT B-1.

EXHIBIT B-1 – REPORTING REQUIREMENTS

The County shall provide copies of a preliminary reports on January 15, 2022, May 15, 2022, July 31, 2022 and a final report March 31, 2023.

A. Emergency Rental Assistance Community Outreach, Engagement & Education

1. Fiscal Responsibilities of County. County shall:
 - a) Appoint and submit to City the name of a fiscal contact who shall be responsible for the financial and accounting activities of the County, including the receipt and disbursement of County funds.
 - b) Document all costs by maintaining complete and accurate records of all financial transactions, including but not limited to, contracts, invoices, timecards, cash receipts, vouchers, canceled checks, bank statements and/or other official documentation, evidencing in proper detail the nature and propriety of all charges.
 - c) Submit to City at such times and in such forms as City may require, such statements, records, reports, data, and information pertaining to matters covered by this Agreement.
2. Reporting.
 - a) County shall compile data and submit a written monthly update via email to City’s Director or designee on the services listed in this Agreement. Reports shall be due no later than the twenty- ninth (29th) day of the month following the reporting month. The report shall include the name and title of the person completing the report, as well their signature or electronic signature. The format of report shall also include the following information by service:
 1. Purpose of Funds by service
 2. Reporting month
 3. Date of Grant award
 4. Amount of Grant award
 5. Total expenses by category in the current month
 6. Total expenses by category to date
 7. Report Subgrantee specific metrics
 - i. Community and Residential Engagement (
 - a. # of Community Health Workers/Employees Deployed
 - b. # of applicants assisted with questions about their pending application to the CA COVID—19 Rental Assistance program
 - c. # of Residential Engagements (doors knocked or home/dwelling engagement)
 - i. # of Individual Residential Engagements (number of people spoken to at each door or yard or house/dwelling visited)

- ii. # of Individual engagements referred to the County or City for Rental Assistance
 - iii. # of conversations had regarding tenants' rights
 - iv. Census tracts of community engagements see <https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx>
 - d. # of Community Engagements (pop up testing site, community event, in front of a market, engagement with other community entities to provide education/information/instruction, etc.)
 - i. # of Individual Community Engagements (for example: Community health workers are stationed outside of Cardenas market making that one Community Engagement. During that time, the CHW engaged with 200 persons = # of individual community engagement.
 - ii. # of Individual engagements referred to the County or City for Rental Assistance
 - iii. How many conversations had regarding tenants' rights
 - iv. Census tracts of community engagements see <https://geomap.ffiec.gov/FFIECGeocMap/GeocodeMap1.aspx>
 - e. # of hours canvassed
 - i. Average weekly hours (for example: 24 CHW worked an average of 12 hours this week)
 - ii. Total number of hours canvassed: (using the previous example: 24 CHW x 12 = 288 hours)
 - f. Top Issues and Concerns (the following is a non-exhaustive list of potential feedback, partners are not bound to these prompts)
 - i. What were the most common asks for resources, information, or support?
 - ii. What were the most common topics brought up by community members?
 - iii. What were the most common misconceptions and worries about the eviction moratorium and rental assistance?
 - iv. Were there any issues or questions that caught you by surprise?
 - v. Any questions that CHW were not able to answer?
 - vi. Anything else the County should know about engagements?
 - vii. Any highlights from your digital engagement?
- b) County shall compile a preliminary reports on January 15, May 15 and July 31, 2022 with data from section 2a and 2b.
- c) County shall compile data from section 2a and submit a written final report of program activities by grant category no later than March 31, 2023. Format of final report shall include the following information per Subgrantee:

1. Total expenses by Subgrantee

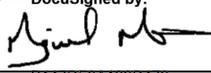
2. Total number of Community Workers deployed, and hours canvased 3. Total number and hours of direct engagement
4. Breakdown of the direct engagement:
 - i. Entity Type (individual, business, worker, etc.)
 - ii. Populations served (income level, language, zip codes, etc.)
 - iii. Geography served by zip code
5. Name and Title of person completing report
6. Signature or electronic signature of person completing report
7. Program narrative describing outcomes met, benefits attained, lessons learned, and other relevant data.

d) County shall assist City in meeting any reporting requirements to the State and other agencies.

e) County shall also promptly advise the City of any notice of any violation of local, State, or Federal law or regulation, including but not limited to: 1) the issuance of any legal complaint by an enforcement agency, or any enforcement proceedings by any Federal, State or local agency for alleged violations of Federal, State or local rules, regulations or laws; and/or 2) the issuance of citations, court findings or administrative findings for violations of applicable Federal, State or local rules, regulations or laws.

IN WITNESS WHEREOF, the Parities have caused this amendment to be entered into as of the day and year of execution of this First Amendment.

COUNTY OF SANTA CLARA

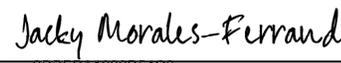
DocuSigned by:


Name: Miguel Marquez, Chief Operating Officer

Director, Emergency Operations Center

Date: 6/29/2022

CITY OF SAN JOSE

DocuSigned by:


Jacky Morales-Ferrand

Director, Housing Department

Date: 6/29/2022

APPROVED AS TO FORM AND LEGALITY

DocuSigned by:


Aaron Coskey Voit

Deputy County Counsel

Date: 6/29/2022

APPROVED AS TO FORM

DocuSigned by:


Andrew Malek

Deputy City Attorney

Date: 6/29/2022

County of Santa Clara

Office of the County Executive
Department of Risk Management
Liability/Property Insurance Division
2310 North First Street, Suite 203
San Jose, California 95131
Tel. No. (408) 441-4340 FAX (408) 441-4341



Ins. Cert. No. FY23-077

CERTIFICATE OF COVERAGE ISSUED BY COUNTY OF SANTA CLARA

This is to Certify to: City of San Jose, Housing Department
200 E. Santa Clara Street, 12th Floor
San Jose, CA 95113
Attn: Jacky Morales-Ferrand

That the following described coverages are in force on this date as set forth below:

Assured: County of Santa Clara
70 W. Hedding Street
San Jose, CA 95110

<u>Insurer</u>	<u>Expiration</u>
1. Self-Funded Retention	Continuous
<u>Type of Coverage</u>	<u>Limits</u>
1. Workers' Compensation	\$4,000,000 Per Occurrence

This certificate of coverage is provided by the County of Santa Clara to the above named certificate holder. The coverage specified herein will not be cancelled or reduced without thirty (30) days written notice from County of Santa Clara to the certificate holder. This certificate pertains to the Revenue Agreement between the City of San Jose, Housing Department and the County of Santa Clara, Office of Supportive Housing for ERA Collaborative Program. This certificate expires June 30, 2023.



Hank Ford
Insurance Contracts & Claims Manager
June 27, 2022

HF:td

FY23-077ERACollaborativePro_SJCity&SCCOSH

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, S. Joseph Simitian
County Executive: Jeffrey V. Smith

Risk Management Approval (FIN)

Intake

The Certificate Review for Insurance Compliance (Form 149-7) is to be filled out by internal customers. If you have any questions during the form submission process, please contact Risk Management at Riskmgmt@sanjoseca.gov.

Contract Information

Preparer

Preparer Department

Date

Preparer Phone

Contractor/Company Name

Project Name

Contract Description

Total Contract Amount

Total Contract Amount in \$

Estimated Start Date

Estimated Completion Date should be greater than Estimated Start Date

Documents Upload Area

Instructions to Download Service Provider's Certificate of Insurance:

To download an existing Certificate of Insurance on file with Risk Management, log on to the City VPN and copy and paste the below link into your browser (use MS Edge only).
file:///nch-fs3/mfd/Certificates%20of%20Insurance%20by%20Vendor

Copy of Service Provider's certificate of insurance

Copy of the contract including insurance specifications provided by Risk Management

Lookup a Request for Contract Insurance Specifications (Form 148-22).

Department Details

Department Contact

Department

Division

Phone

Certificate of Insurance Checklist

Certificate of Insurance Checklist

If any of the following has been marked as a (No) then request an updated Certificate of Insurance from the Vendor before submission.

Sample Certificates of Insurance can be found on the Risk Management intranet site:

<https://www.sjcity.net/DocumentCenter/View/23476>

- A. Insured name on certificate of insurance must match the contract face page
- B. Insurance coverages should match those found in the insurance requirements
- C. Limits of insurance should meet or exceed those found in the insurance requirements
- D. All documented policies must be current and not expired
- E. The City of San José should be an Additional Insured on the Vendor's General and Auto Liability policies
- F. The workers' compensation policy should document a waiver of subrogation in favor of the City of San José

Risk Approval

Risk Management Review & Approval

Reviewed By

Miguel Bernal

Reviewer Email

Miguel.Bernal@sanjoseca.gov

Risk Management Approval

Meets Requirements

Risk Management Comments

Master Agreement: <https://records.sanjoseca.gov/Contracts/CON667346-000.pdf>

Section 16 of the Master Agreement allows both parties to self-insure exposures.

SECTION 16 INSURANCE

Each Party shall, at its own expense, keep in force during the Term, Workers' Compensation Insurance, insuring against and satisfying each Party's obligations and liabilities under the workers' compensation laws of the State of California, including employer's liability insurance in the limits required by the laws of the State of California.

The Master Agreement references an Exhibit G that does not exist. The language in Exhibit A, Section 1.01(5) should be deleted on the next Amendment.

1.01 Fiscal Responsibilities of GRANTEE.

5. Certify insurability subject to CITY approval as outlined in EXHIBIT G, entitled "INSURANCE."

You have selected - **Meets Requirements** for contract

Hidden Fields

Hidden Fields

Risk management approvers

Risk Management Key

3

Risk Approver 1

amber.hatfield@sanjoseca.gov

Risk Approver 2

minhyuck.kim@sanjoseca.gov

Risk Approver 3

miguel.bernal@sanjoseca.gov

Risk Approver 4

Hidden CMO Key

2

CMO Email

edwin.huertas@sanjoseca.gov

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney

Insurance Certificates / Waivers Electronically Signed: Select one

City Manager

Business Tax Certificate

Audit Trail Attached (if applicable)

City Clerk **OR** Return to

Contacted Clerk re: Form 700

Scanned Signature Authorization

Dept. (circle one)

Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667346-001

Contractor: County of Santa Clara, Office of Supportive Housing

Address: 2310 N. First Street, Suite 201, San José, CA 95131

Phone: 408-278-6400

Email: consuelo.hernandez@hhs.sccgov.org

Contract Description: Provide outreach to tenants and landlords on the eviction moratorium, State of California ("CA") COVID-19 Rental Assistance program and provide application assistance.

Term Start Date: 06/29/2022

Term End Date: 12/31/2022

Extension: Yes

Method of Procurement: N/A

RFB, RFP or RFQ No.: N/A

Date Conducted: _____

Agenda Date (if applicable): 12/07/2021

Agenda Item No.: 2.1

Resolution No.: 80315

Ordinance No.: N/A

Original Contract Amount: 1,000,813

Amount of Increase/Decrease: N/A

Option #: _____ of _____ Option Amount: N/A

Updated Contract Amount: N/A

Fund/Appropriation: _____

Form 700 Required: No

Revenue Agreement: Yes

Business Tax Certificate No.: N/A

Expiration Date: N/A

Department: Housing (56)

Department Contact Name/Phone: Jacky Morales Ferrand

Notes: Secondary contact: Myranda Burciaga (myranda.burciaga@sanjoseca.gov)

Department Director Signature: _____

Jacky Morales-Ferrand
Email: jacky.morales-ferrand@sanjose
09/07/2022 GMT

Sep 7, 2022

_____ Date

Office of the City Manager Signature: _____

_____ Date

Updated January 2019