

SUMMARY PAGE

Agency: Rebuilding Together Silicon Valley

Project: Homeowner Rehabilitation Project

Description: The Homeowner Rehabilitation Project will preserve and maintain affordable housing by providing rehabilitation services to low-income homeowners of the City of Santa Clara who occupy their homes. Rehabilitation made to the homes will provide homeowners a safe and sanitary living environment. The primary consideration of repairs to the home will be correcting deficiencies that create substandard and unsafe housing conditions

AMENDMENT NO. 3 FY22/23

Award (not to exceed): \$150,000 CDFA #: 14.218 (CDBG) B-22-MC-06-0022

Term of the Agreement: Start Date: July 1, 2022 End Date: June 30, 2023

PARTIES TO AGREEMENT:

	ORGANIZATION	CITY OF SANTA CLARA
Organization Name:	Rebuilding Together Silicon Valley	Housing & Community Services Division
Address for Legal Notice:	1701 S. 7 th Street, Ste. #10	1500 Warburton Avenue.
City/State/Zip Code:	San Jose, CA 95112	Santa Clara, CA 95050
Attention:	Deanne Everton Executive Director	Office of the City Manager
Email Address:	deanne@rtsv.org	
Telephone No.:	(408) 578-9519	
Tax ID	77-0289381	
DUNS #:	17547055	
Type of Entity:	501 (c) 3 public benefit corp.	
State of Incorporation or Residency:	California	
Ebix Insurance #	S200004294	

**AMENDMENT NO. 3
TO PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
REBUILDING TOGETHER SILICON VALLEY**

PREAMBLE

This agreement (“Amendment No. 3”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Rebuilding Together Silicon Valley, a California nonprofit corporation (“Organization”). City and Organization may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

- A. The Parties previously entered into an agreement entitled “Public Service Grant Agreement By And Between The City of Santa Clara, California, and Rebuilding Together Silicon Valley” (“Organization”), dated October 9, 2019 (the “Original Agreement”); and
- B. The Parties previously entered into an agreement entitled “Amendment No. 1 To The Public Service Agreement By and Between The City of Santa Clara, California and Rebuilding Together Silicon Valley” (“Organization”) dated January 29, 2021 (“Amendment 1”); and
- C. The Parties previously entered into an agreement entitled “Amendment No. 2” to the Public Service Agreement By and Between The City of Santa Clara, California and Rebuilding Together Silicon Valley (“Organization”) dated March 9, 2022 (“Amendment 2”), and
- D. The Parties now wish to amend the Original Agreement to provide the same services as stated in the Original Agreement.
- E. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TO AGREEMENT TERMS AND CONDITIONS

That Section 2 titled “Funding Appropriation” of the Original Agreement, as amended by Amendment No. 3 is hereby amended in its entirety with the following:

Pursuant to the provisions of Title I of the Housing and Community Development Act of 1974, Public Law 93-383, as amended, the City has received Community Development Block Grant funds (“CDBG”) from the Department of Housing and Urban Development (“HUD”) as an entitlement. From the CDBG grant funds, City has appropriated an amount not to exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) (“Grant Funds”), subject to budget appropriations, to be given to Organization.

Upon Organization’s compliance with the terms and conditions of this Agreement, City will contribute to Organization the amount set forth in this Section. The Grant Funds shall not be used for any other purpose than to pay expenses (or if said expenses have already been paid by Organization, then for reimbursement of same to Organization) related to the purpose of the Grant, as set forth in Exhibit A. None of the City’s Contribution will be used to pay for any expenses of Organization incurred before the start of the Term of Agreement. All work performed or materials provided in excess of the maximum compensation or work performed or materials provided that are deemed ineligible shall be at the Organization’s expense.

That Section 3 titled “Term of Agreement” of the Original Agreement as amended by Amendment No. 3 is hereby amended in its entirety with the following:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2022 and terminate on June 30, 2023.

- A. Unless otherwise mutually agreed upon by the Parties, the Scope of Services (Exhibit A) shall remain the same for each year of funding. If Organization’s appropriation for the next year decreases/increases significantly from the previous year’s appropriation, the Parties will negotiate adjustments to Exhibit A.

That Section 7 titled “Obligations of City” of the Original Agreement as amended by Amendment No. 3 is hereby amended in its entirety with the following:

Utilization of Funds: Funds shall be paid by City to Organization only for eligible expenses incurred during the term of the Agreement. The term of this Agreement shall begin July 1, 2022 and terminate on June 30, 2023.

That Exhibit A titled “Scope of Services” of the Original Agreement is hereby replaced and supplanted by the updated Exhibit A attached hereto.

That Exhibit B titled “Performance Measures & Reporting Requirements” of the Original Agreement is hereby replaced and supplanted by the updated Exhibit B attached hereto.

That Exhibit C titled “Budget & Basis for Reimbursement” of the Original Agreement as amended by Amendment No. 3 is hereby replaced and supplanted by the updated Exhibit C attached hereto.

2. TERMS

All other terms of the Original Agreement, Amendment No. 1, and Amendment No. 2 which are not in conflict with the provisions of this Amendment No. 3 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and subsequent Amendments, the provisions of this Amendment No. 3 shall control.

3. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

The Parties acknowledge and accept the terms and conditions of this Amendment No. 3 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

Office of the City Attorney
City Attorney

Office of the City Manager
City Manager

“CITY”

REBUILDING TOGETHER SILICON VALLEY
a California non-profit corporation

Dated: _____

By (Signature): _____

Name: Deanne Everton

Title: Executive Director

Principal Place of Business Address: 1701 S. 7th Street, Suite 10
San Jose, CA 95112

Email Address: deanne@rtsv.org

Telephone: (408) 578-9519

“ORGANIZATION”

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**EXHIBIT A
SCOPE OF SERVICES**

PURPOSE

Rebuilding Together Silicon Valley (RTSV) believes that everyone deserves to live in a safe and health home. The project purpose is to improve the quality of life for low-income, aging, and/or physically challenged adults/families by providing a suitable living environment through focused home repairs.

SCOPE

RTSV proposes to preserve and maintain affordable housing by providing housing rehabilitation services to low-income homeowners of the City of Santa Clara who occupy their homes. Rehabilitation made to the homes will provide homeowners a safe and sanitary living environment. The primary consideration of repairs to the home will be correcting deficiencies that create substandard and unsafe housing conditions.

Individual scopes of work may not exceed twenty-five thousand dollars (\$25,000) and can include any combination of the following:

- 1) Major Repairs including, but not limited to:
 - a. Re-roof and gutter/downspout replacements.
 - b. Furnace replacement and other HVAC related work.
 - c. Re-pipe, waste line, and other major plumbing repairs.
 - d. Electrical panel replacement/upgrades.
 - e. Walkway/driveway repairs/replacements.

- 2) Minor Repairs.
 - a. Accessibility modifications (e.g., wheelchair ramps/lifts, grab bars, handrails, replacement of door handles, faucets, toilets, etc.
 - b. Window/door replacements and weather stripping.
 - c. Smoke and carbon monoxide detectors.
 - d. Electrical repairs such as light switches, GFCI outlets, light fixtures.

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**EXHIBIT B
PERFORMANCE MEASURES & REPORTING REQUIREMENTS**

1.01 Unduplicated Participants/Households.

Proposed total number of unduplicated participants to be served by this Project only. For purposes of this AGREEMENT, UNDUPLICATED PARTICIPANTS shall be defined as a household that receives 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 family size, total household income, gender head of household, race, ethnic and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Total Project	3	3	4	3	13

1.02 Services.

Throughout the term of this AGREEMENT, GRANTEE shall provide the following services to participants during the regular office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday:

Activity:

Number of urgent, safety and/or, accessibility/mobility repairs completed to ensure safe and decent living environment. One unit service defined as one individual repair.

(i.e., 3 grab bars = 3 repairs)

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
Number of MINOR repairs	6	6	8	6	26
Number of MAJOR repairs	3	3	4	3	13
TOTAL	9	9	12	9	39

1.03 Outcome Measure Statement and Measurement Methodology.

Measurement Methodology.

Organization shall use pre- and post-surveys to measure improved safety conditions of PARTICIPANTS in their homes. At the conclusion of the work completed, the homeowner responds to completed scope of work survey and indicates yes (has improved), or no (has not improved) to the improvement safety condition of their home. Organization shall calculate the percentage of unduplicated households who indicate yes, that they have improved safety conditions by dividing the total number of UNDUPLICATED HOUSEHOLDS that had safety repairs performed on their home.

Organization shall submit results of outcome measures to CDBG no later than ten (10) calendars days after the end of the second quarter and no later than seven (7) calendar days after the end of the fourth quarter.

Outcome Measure #1	80% of households shall have improved safety conditions in their home.
Measurement Methodology	Pre and Post questions. At the conclusion of the completed work, the applicant responds to a questionnaire, indicating completion of agreed upon work and that they have improved living/safety conditions in the home. Of the total projects completed, the number of responses that indicate yes, are divided by the total (yes & no) responses to determine the final calculation.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	80%	N/A	80%

Outcome Measure #2	80% of households that shall have improved accessibility and mobility modifications in their home.
Measurement Methodology	Pre and Post questions. At the conclusion of the completed work, the applicant responds to a questionnaire, indicating completion of agreed upon work and that they have improved accessibility and mobility modifications in their home. Of the total projects completed, the number of responses that indicate yes, are divided by the total (yes & no) responses to determine the final calculation.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	N/A	80%	N/A	80%

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**EXHIBIT C
BUDGET & BASIS FOR REIMBURSEMENT**

DIRECT COSTS

Personnel Costs	\$ 21,870
Labor, Material & Supplies	\$112,670

INDIRECT COSTS

Shared costs and/or costs that are not directly related to a specific site	\$ 15,460
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<u>TOTAL CONTRACT AMOUNT</u>	\$150,000
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**Indirect Cost Allocation Plan
2022-2023**

Overview

Rebuilding Together Silicon Valley (RTSV) contracts with several local jurisdictions to provide housing minor repair and rehabilitation services to the jurisdictions' eligible homeowners. RTSV Indirect Cost Allocation Plan (ICAP) identifies the costs not directly identified with a specific housing rehabilitation contract with local jurisdictions, but incurred for the joint benefit of these contracts. After direct costs have been determined and charged directly to the contract, indirect costs are those remaining to be allocated to the several grant contracts. In preparation of this ICAP staff referenced 2 CFR Part 200 for guidance.

Methodology

Based on the 2022-2023 budget and estimated cost increases, RTSV has grouped allocable, reasonable and allowable indirect costs into a common pool and charged to benefiting contracts through an allocation process. To reasonably and equitably distribute indirect costs to each contract, RTSV utilizes the program total units as its base (denominator) to determine the allocated percentage of indirect cost to each contract.

EXAMPLE: Program Total Indirect Cost = \$500,000

Agency #1:

$$\frac{\text{Contract Unit \#} = 10}{\text{Total Unit \#} = 100} > \text{IC Rate} = 10\% \text{ of Total Indirect Costs}$$

$$\text{Agency \#1 equitable indirect cost} = \$500,000 \times .10 = \$50,000.$$

Agency #2:

$$\frac{\text{Contract Unit \#} = 25}{\text{Total Unit \#} = 100} > \text{IC Rate} = 25\% \text{ of Total Indirect Costs}$$

$$\text{Agency \#2 equitable indirect cost} = \$500,000 \times .25 = \$125,000.$$

RTSV has implemented this methodology to ensure consistent treatment in indirect cost sharing between all awards, while ensuring no double-charging as both direct and indirect costs.

List of Anticipated Program Funders

In fiscal year 2022-2023, RTSV anticipates servicing the same funders as it did in fiscal year 2021-2022, similar rate of production. Below is a list of anticipated funders and the estimated number and percentage of units that the billable indirect cost is based on.

Funder	# of Units (e)	Unit %
City of Cupertino	7	2.38
City of Gilroy	17	5.78
City of Milpitas	30	10.2
City of San Jose	132	44.9
City of Santa Clara	13	4.42
County of Santa Clara	52	17.69
RTSV	43	14.63
Total	294	100.00

Resources/Definitions

1. Legal Information Institute: <https://www.law.cornell.edu/cfr/text/2/part-200>
2. 2 CFR Part 200 - Uniform Administrative Requirements:
<https://ecfr.federalregister.gov/current/title-2/subtitle-A/chapter-II/part-200>
3. §200.405 – Allocable costs. Costs are allocable when they are treated consistently with other costs incurred for the same purposes and in like circumstances.
4. §200.404 – Reasonable costs. A cost is reasonable if, in its nature or amount, does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs.
5. §200.420 - Allowable costs. Cost must be reasonable and allocable, be consistent with policies and procedures applicable to all activities of the organization, must be treated consistently, and adhere to established principals for determining allowability of costs.
6. §200.413 - Direct costs are those that can be identified specifically with a particular project. Examples include, but not limited to:
 - i. Direct Salaries
 - ii. Materials and equipment
 - iii. Supplies
 - iv. Travel
7. §200.414 - Indirect costs are those that have been incurred for common or joint objectives and cannot be readily identified with a particular final cost objective. Examples include, but not limited to:
 - i. Facilities: depreciation, maintenance
 - ii. Human Resources/Accounting/Payroll
 - iii. Maintenance: Office, Vehicles
 - iv. Supplies
 - v. Utilities

Credits include discounts received or negative expenditure type receipts which offset or reduce expense items that are allocable as direct or indirect costs.
8. § Indirect Cost Rate – Indirect Costs (less credits)/Total Direct Costs (less credits)