

Meeting Date: 4-9-13

# AGENDA REPORT

Agenda Item # 6B.5

City of Santa Clara, California



**Date:** March 27, 2013

**To:** City Manager for Council Action

**From:** Housing and Community Services Division Manager

**Subject:** Public Service Grant Agreement with Housing Trust Silicon Valley to Provide Tenant Based Rental Assistance through its Finally Home Program

## **EXECUTIVE SUMMARY:**

Staff has prepared a Public Service Grant Agreement with Housing Trust Silicon Valley (HTSV) to administer a Tenant Based Rental Assistance (TBRA) program for City residents using federal HOME Program funds. Council appropriated HOME funding in fiscal year 2011-12 for the purpose of housing chronically homeless persons under a proposed continuum of care program. Design of that program would require an on-going involvement of both a services component for client oversight and a permanent rental voucher source to take effect after the one-year limited HOME TBRA. Neither of those components of a continuum of care program have been developed or identified. As now proposed, the use of HOME funds for TBRA will be used in HTSV's Finally Home Program. This is a security deposit assistance program available to individuals and families who are either chronically homeless moving-off the streets or out of shelters and into permanent housing, or those at-risk of homelessness. The Grant Agreement will run through June 30, 2014. A copy of the Grant Agreement will be in Council Offices for review.

HTSV's Finally Home Program has Memorandums of Understanding with 15 local community partners who work closely with homeless families or those at-risk of homelessness that are in need of the security deposit assistance. Familiar partners involved in the Finally Home Program include Bill Wilson Center, Catholic Charities of Santa Clara County, EHC LifeBuilders, InnVision the Way Home, Maitri, Next Door Solutions to Domestic Violence, Silicon Valley Independent Living Center, and The Health Trust.

## **ADVANTAGES AND DISADVANTAGES OF ISSUE:**

HTSV, under its Finally Home Program proposes to assist approximately 75 individuals or families in the City with moving from homelessness or at risk of homelessness to permanent housing, with an average security deposit of \$1,500 and an average initial utility assistance of \$500.

## **ECONOMIC/FISCAL IMPACT:**

Total funding commitment under the Grant Agreement is \$165,000. The HOME grant commitment for TBRA is \$150,000 (account 562-5544-80400/87010-5935). Federal HOME regulations preclude using TBRA funding for costs of program administration. Program administration cost to be charged by HTSV is \$15,000, to be covered by the City Affordable Housing Fund (account 565-5544-80800-5210).

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**RECOMMENDATION:**

That the Council approve and authorize the City Manager, or his assignee, to execute the Public Service Grant Agreement between the City and Housing Trust Silicon Valley to Provide Tenant Based Rental Assistance through its Finally Home Program.

Certified as to Availability of Funds: *On BF*

[562-5544-80400-5935] \$135,000.00

[562-5544-87010-5935] \$ 15,000.00

[565-5544-80800-5210] \$ 15,000.00



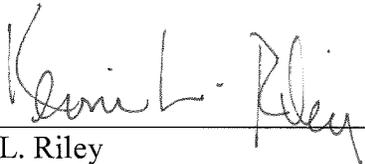
Jeffrey B. Pedersen  
Housing and Community Services Division Manager



Gary Ameling  
Director of Finance

**MAJORITY VOTE OF COUNCIL**

APPROVED:



Kevin L. Riley  
Director of Planning and Inspection

APPROVED:



Julio J. Fuentes  
City Manager

***Documents Related to this Report:***

***1) Public Service Grant Agreement with Housing Trust Silicon Valley***

**PUBLIC SERVICE GRANT AGREEMENT  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA  
AND  
HOUSING TRUST SILICON VALLEY**

This public service grant agreement ("Agreement"), is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the City of Santa Clara, California, a chartered California municipal corporation whose primary business address is located at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"), and Housing Trust Silicon Valley, a non-profit agency incorporated under the laws of the State of California with its principal place of business located at 95 S. Market Street, Suite 610, San Jose, CA 95113 ("HTSV"). City and HTSV may be referred to individually as a "Party" or collectively as "Parties" or the "Parties to this Agreement".

**RECITALS**

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and,
- B. HTSV represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

**AGREEMENT PROVISIONS:**

The Parties agree as follows:

**1. FUNDING AND APPROPRIATION**

- A. Pursuant to the provisions of Title II of the Housing and Community Development Act of 1990, as amended, City has received Home Investment Partnerships Act ("HOME") funds from the United States Department of Housing and Urban Development ("HUD") as an entitlement. From such HOME grant funds, City has appropriated an amount not to exceed ONE HUNDRED FIFTY THOUSND DOLLARS (\$150,000), to be given to HTSV to be utilized during the time period between April 1, 2013 and June 30, 2014 ("Utilization Period") for the purpose of meeting the goals and objectives outlined in Exhibit A, titled, "Scope of Services" ("Program"), attached hereto and incorporated herein by this reference, to primarily benefit low and moderate income City of Santa



- b) A copy of current Bylaws of HTSV;
  - c) Verification and documentation of Internal Revenue Service nonprofit status under Title 26, Section 501(c) of the Internal Revenue Code;
  - d) Verification and documentation of State of California Franchise Tax Board tax exempt status under Section 23701d, of the California Revenue and Taxation Code;
  - e) Names and addresses of current Board of Directors of HTSV;
  - f) A copy of the adopted personnel policies and procedures including an Affirmative Action Plan if staff exceeds fifteen (15) employees; and,
  - g) An organizational chart and staffing profile.
- 2) Report in writing any changes in HTSV's Articles of Incorporation, Bylaws, tax exempt status and/or Board membership immediately to the City's Program Manager.
  - 3) Maintain no greater than forty nine percent (49%) of the Board of Directors as "interested persons" under this Agreement. For the purposes of this Agreement, "interested persons" means either:
    - a) Any person currently being compensated by the HTSV for services rendered to the HTSV within the previous twelve (12) months, whether those services were rendered as a full or part time employee, independent HTSV or otherwise, excluding any reasonable compensation to a director as a director; or,
    - b) Any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person.
  - 4) Abide by the Federal conflict of interest provisions in OMB Circular A-110 and 24 CFR 85.36. In all cases not governed by these documents, 24 CFR 570.611 shall apply. These rules apply to any person currently being compensated by the HTSV for services rendered to it within the previous twelve (12) months, whether as a full or part-time employee, officer, independent HTSV or otherwise. Any such persons who have exercised or exercise any decision-making functions or responsibilities with respect to City's administration of HOME or gain inside information with regard to that process, are prohibited from obtaining any financial interest or benefit for themselves or those with whom they have family or business ties during their tenure with HTSV and for one year thereafter.
  - 5) Include on the Board of Directors representation from the broadest possible cross section of the community, including: those with expertise and interest in HTSV's services, representatives from

community organizations interested in HTSV's services, and users of HTSV's services.

- 6) Open to the public all meetings of the Board of Directors, except meetings, or portions thereof, dealing with personnel or litigation matters.
- 7) Keep minutes, approved by the Board of Directors, of all regular and special meetings. (A copy of approved minutes shall be forwarded to the City's Program Manager).
- 8) Encourage public participation in planning and implementing services provided under this Agreement.
- 9) Comply with 24 CFR 84.44(b) and the City of Santa Clara Disadvantaged Business Enterprise Program, available from the City's Program Manager, regarding the use of minority and/or female owned businesses, vendors, suppliers, and corporations to the maximum extent feasible, for items funded under this Agreement.

B. Program Performance of HTSV: HTSV shall:

- 1) Submit to City performance criteria and schedule of activities describing measurable annual goals and objectives of the Program incorporated in this Agreement as Exhibit A.
- 2) Submit to the City, on the prescribed form, a line item operating budget of the Program to be incorporated in this Agreement as Exhibit B, titled "Budget", attached hereto and incorporated herein by this reference;
- 3) Obtain completed intake documents for each City of Santa Clara resident receiving services under this Agreement. Such forms shall be approved by the City and shall be made available for review during the monitoring process;
- 4) File semi-annual reports (on forms approved by City) with the City on the type and number of services rendered to beneficiaries through the operation of the Program. Such reports shall evaluate the manner in which the Program is achieving its objectives and goals according to standards established by City. The semi-annual reports shall be due within ten (10) business days after the end of each semi-annual period and shall cover the half year immediately preceding the date on which the report is filed;
- 5) Provide a completed Program evaluation survey from a representative sampling of beneficiaries served. The results of this survey shall be periodically reviewed and approved by the HTSV's Board of Directors. Format of survey documents shall be subject to the approval of the City's Program Manager. Forms shall be held at HTSV's administrative offices and shall be made available for review by City during the monitoring process;
- 6) Coordinate its services with existing organizations providing similar service in order to foster

community cooperation and to avoid unnecessary duplication of services;

- 7) Seek out and apply for other sources of revenue in support of its operation or services from county, state, federal and private sources; and,
- 8) Include an acknowledgement of City support on all appropriate Program publicity and publications using words to the effect that services are funded by the City of Santa Clara. Any Program publicity acknowledging City funding that is produced during the Utilization Period shall be reviewed by City prior to any public release.

C. Fiscal Responsibilities of HTSV: HTSV shall:

- 1) Appoint and submit the name of a fiscal officer who shall be responsible for the financial and accounting activities of the HTSV, including the receipt and disbursement of HTSV funds;
- 2) Establish and maintain a system of accounts that shall be in conformance with generally accepted principles of accounting for budgeted funds. Such system of accounts shall be subject to review and approval by City;
- 3) Document all costs by maintaining complete and accurate records of all financial transactions, including, but not limited to, contracts, invoices, time cards, cash receipts, vouchers, cancelled checks, bank statements, and/or other official documentation evidencing in proper detail the nature and propriety of all charges;
- 4) Perform an independent fiscal audit at least every year, in conformance with the generally accepted standard accounting principles. Such audits must identify the total funds received and disbursed and funds granted and expended relating to this Agreement, in a form sufficient to identify, track and correlate such funds. The costs for such audits shall be at HTSV's expense, unless otherwise provided for in this Agreement. Copies of the completed audits must be provided to the City;
- 5) Be liable for repayment of disallowed costs. Disallowed costs may be identified by the City through audits, monitoring, or other sources. HTSV shall be afforded the opportunity to respond to any adverse findings, which may lead to disallowed costs. The City shall make the final determination of disallowed costs, subject to provisions of OMB Circular A-122, "Cost Principles for Non-Profit Organizations" and HOME regulations (24 CFR Part 92);
- 6) Submit within ten (10) business days of the end of each half year, or other time period approved by the City, a request for cost reimbursement with substantive documentation of actual expenditures and revenue for the preceding time period and cumulative for the Utilization Period to date;
- 7) Submit for approval by City any lease agreement either contemplated or in effect, which would

be funded under this Agreement;

- 8) Certify insurability by executing Exhibit C, titled "Insurance Requirements", attached hereto and incorporated herein by this reference; and,
- 9) Submit for approval by City an indirect cost plan, if required.

D. Records, Reports and Audits of HTSV

- 1) HTSV shall comply with all applicable federal Uniform Administrative Requirements as delineated in 24 CFR 92.505.
- 2) Establishment and Maintenance of Records: HTSV shall maintain records, including but not limited to books, financial records, supporting documents, statistical records, personnel, property and other Records sufficient to reflect properly (a) all direct and indirect costs of whatever nature claimed to have been incurred and anticipated to be incurred, to perform this Agreement, and (b) all other matters covered by this Agreement.
- 3) Preservation of Records: HTSV shall preserve and make available its records:
  - a) Until the expiration of five (5) years from the date of the submission of the final expenditure report or, for grants that are renewed annually, from the date of the submission of the annual financial status report;
  - b) For such longer period, if any, as is required by applicable law; or
  - c) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting final settlement.
- 4) Examination of Records and Facilities
  - a) At any time during normal business hours, and as often as may be deemed necessary, HTSV agrees that City, and/or any duly authorized representatives shall, until expiration of (a) five years after final payment under this Agreement, or (b) such longer period as may be prescribed, have access to and the right to examine its offices and facilities engaged in performance of this Agreement and all its records with respect to all matters covered by this Agreement, excepting those falling within the attorney-client privilege and those falling within the attorney work-product privilege, provided that in the event of a dispute regarding the applicability of the attorney work-product privilege to specific records, the Parties agree to submit the dispute to an impartial mediator agreeable to both Parties. Agreement regarding the mediator shall not be withheld unreasonably. Costs of such mediation shall be divided equally between the Parties.

- b) HTSV agrees that the City, or any duly authorized representatives, have the right to audit, examine and make excerpts or transcripts of and from, such records, and to make audits of all contracts and subcontracts, invoices, payrolls, records of personnel, conditions of employment, materials and all other data relating to matters covered by this Agreement.
  - c) Any City written reports and/or findings of non-compliance by HTSV with this Agreement shall be reviewed by HTSV's Board of Directors.
- 5) City Audits: The City may require an independent audit. Such audits may cover Program compliance as well as fiscal matters. HTSV will be notified in advance that an audit will be conducted. HTSV will be afforded an opportunity to respond to any audit findings, and have the responses included in the final audit report. Cost of such audits will be borne by the City.

E. Purchasing

- 1) Title to Personal Property: Title to any personal property used in the performance of the services and work specified in this Agreement shall be as follows:
  - a) Personal property donated shall become the property of HTSV or person specified by the donor; otherwise the same shall become property of City except for property and equipment described in subparagraph (b) hereof;
  - b) Personal property and equipment permanently affixed to buildings owned by HTSV shall become property of HTSV; and,
  - c) All other personal property, supplies and equipment purchased pursuant to this Agreement and not consumed shall become property of City.
- 2) Non-Expendable Property: Non-expendable property purchased by HTSV with funds provided by City, with a purchase price in excess of Five Thousand Dollars (\$5,000.00), must be approved in writing by City. City shall retain title to said property. If Program will be continued beyond termination of this Agreement, City, at its option, may return title to HTSV.
- 3) Purchase of Real Property: None of the funds provided under this Agreement shall be used for the purchase of real or non-expendable property, or for the purchase of an option on the purchase of real or non-expendable property, unless the City's Program Manager approves, in writing, such purchase or option to purchase prior to the time when HTSV enters into a contract for such purchase or option to purchase. Any such purchase or option shall be processed through the City's Housing and Community Services Division.
- 4) Procurement Procedure: All procurement under this Agreement shall be in accordance with OMB Circular A-110, Attachment O, or successor regulations as amended.

F. Non-Religious Activity: In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of public services with HOME funds, pursuant to Title II of the Housing and Community Development Act of 1974, as amended, the HTSV agrees that, in connection with the housing services performed under this Agreement:

- 1) It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;
- 2) It will not discriminate against any person applying for such housing services on the basis of religion and will not limit such services or give preference to persons on the basis of religion;
- 3) It will provide no inherently religious activities, such as worship, religious instruction, or religious proselytizing, as part of the programs or services funded under this Agreement and will only conduct such activities in a separate time or place;
- 4) It will exert no other religious influence in the provision of housing services and participation in religious activities by any beneficiaries of those services shall be voluntary; and,
- 5) The funds received under this Agreement shall not be used to construct, rehabilitate, or restore any facility which is owned by the HTSV and in which the housing services are to be provided, provided that, minor repairs may be made if such repairs (1) are directly in a structure used exclusively for non-religious purposes, and (2) constitute in dollar terms only a minor portion of expenditure for the public services.

G. Compliance with Ethical Standards: As a condition precedent to entering into this Agreement, HTSV shall:

- 1) Read the attached Exhibit E, titled "Ethical Standards for Corporations Seeking to Enter into an Agreement With the City of Santa Clara, California", attached hereto and incorporated herein by this reference; and,
- 2) Execute the affidavit attached as Exhibit F, titled "Affidavit of Compliance With Ethical Standards [City of Santa Clara]", attached hereto and incorporated herein by this reference.

#### 4. **CONTRACT COMPLIANCE**

A. Monitoring and Evaluation of Services: HTSV shall timely furnish all client and service data, statements, records, information and reports necessary for Program Manager to monitor, review and evaluate the performance of HTSV with respect to the Program and its components. The results of HTSV's performance will be recorded on a standard monitoring and evaluation form. City shall have

the right to request the services of an outside agent to assist in any such evaluation. Such services shall be paid for by City.

B. Contract Noncompliance: With receipt by City of any information that indicates a failure or deficiency by HTSV to comply with any provision of this Agreement or provide unsatisfactory service, the Agency shall have the right to require corrective action to enforce compliance with such provision. Corrective action shall be taken if any of the following, as examples only, occur:

- 1) If HTSV (with or without knowledge) has made any material misrepresentation of any nature with respect to any information or data furnished to City in connection with the Program;
- 2) If there is pending litigation with respect to the performance by HTSV of any of its duties or obligations under this Agreement, which may materially jeopardize or adversely affect the undertaking of or the carrying out of the Program;
- 3) If HTSV shall have taken any action pertaining to the Program that requires City approval without having obtained such approval;
- 4) If HTSV is in default under any provisions of this Agreement;
- 5) If HTSV makes improper use of grant funds;
- 6) If HTSV fails to comply with any of the terms and conditions of this Agreement in such a manner as to constitute material breach thereof; or,
- 7) If HTSV submits to City any reports that are incorrect or incomplete in any material respect.

C. Corrective Action: City shall have the right to require the presence of any of HTSV's officers at any meeting called for the purpose of considering corrective action within seven (7) business days of issuing such notice.

Following such meeting, the City shall forward to HTSV a set of corrective action recommendations relative to unsatisfactory Program performance and/or noncompliance, and a timetable for implementing the specified corrective action recommendations; such timetable shall allow HTSV not less than seven (7) business days to comply with the specified corrective action recommendations. Following implementation of the corrective actions, HTSV shall forward to City, within the time specified by City, any documentary evidence required by City to verify that the corrective actions have been taken. In the event HTSV does not implement the corrective action recommendations in accordance with the corrective action timetable, City may suspend payments hereunder, disallow all or part of the cost of the activity or action in noncompliance, provide notice of intent to terminate this Agreement, withhold future awards, and/or take other remedies that may be legally available.

## 5. OBLIGATIONS OF CITY

- A. Monitoring for Compliance with Agreement: Consistent with the applicable sections of 24 CFR 570.501-502 and 24 CFR 84.51, the City will evaluate the Program based on compliance with the Agreement, semi-annual reports received from HTSV, and on-site monitoring of client and service based data.
- B. Method of Payment: City shall reimburse HTSV (See Section 3.C.6. hereinabove) for all allowable costs and expenses incurred in providing the Program during the Utilization Period, not to exceed the total sum of ONE HUNDRED SIXTY-FIVE DOLLARS (\$165,000) for the Utilization Period.

The City may, at any time and in its absolute discretion, elect to suspend or terminate payment to HTSV, in whole or in part, under this Agreement or not to make any particular payment under this Agreement in the event of unsatisfactory performance or noncompliance. Reimbursement shall be initiated quarterly, or other time period approved by the City, upon submission of invoices and appropriate documentation.

- C. Utilization of Funds: Funds shall be paid by City to HTSV only for eligible expenses incurred during the Utilization Period. The Utilization Period for this Agreement shall begin on April 1, 2013 and terminate on June 30, 2014.

## 6. PROGRAM FEES AND DEPOSIT REFUNDS

- A. All fees and deposit refunds that are collected for Program direct services during the Utilization Period shall be retained by the HTSV and shall be added to funds committed to Program by the City. These Program Fees and return of deposits shall be used to further Program activities. Spending of such fees and deposit refunds is subject to all applicable requirements governing use of HOME funds.
- B. Fees and deposit refunds collected that remain unspent at the end of the Utilization Period shall continue to be subject to the requirements of federal HOME regulations and this Agreement.
- C. Fees and deposit refunds received subsequent to the Utilization Period shall not be governed by federal HOME regulations or this Agreement.

## 7. REPROGRAMMING OF FUNDS

- A. Initiated by City: City may channel the amount of underspending, in the case of underspending in a cost category, into another cost category of the Program or, in the case of underspending in the Program as a whole, to another project. City shall, before rechanneling, give HTSV ten (10) business days written notice of its intention to recycle funds, together with a copy of City's

expenditure review for the Program and statement of its reasons for such recycling. City shall make its final determination with respect to recycling only after HTSV has been given an opportunity to present its views and recommendations with respect to such contemplated recycling. In no event, however, shall City be bound to accept HTSV's views or recommendations with respect to such contemplated recycling.

B. Initiated by HTSV: The City's Program Manager may, at the request of HTSV, approve rechanneling of funds from any cost category or categories to any other cost category or categories at any time provided that:

- 1) There is not an increase in the Total Budget amount specified in Exhibit B of this Agreement; and
- 2) No cost category is increased by more than ten (10) percent of the Total Budget amount specified in Exhibit B of this Agreement.

Notice to HTSV and an opportunity to present its views and recommendations must be accorded to HTSV as specified hereinabove for cost underspending. Approval by the City's Program Manager of such rechanneling of funds must be in writing.

## **8. DISCLOSURE OF CONFIDENTIAL CLIENT INFORMATION**

To the extent allowed under law, City agrees to maintain the confidentiality of any information regarding applicants for services offered by the Program pursuant to this Agreement or their immediate families which may be obtained through application forms, interviews, tests, reports, from public agencies or counselors, or any other source. Without the written permission of the applicant, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services under the Program through subcontracts, unless otherwise required by law.

## **9. ASSIGNABILITY AND INDEPENDENT CONTRACTOR REQUIREMENTS**

- A. The relationship of HTSV to City is that of an independent contractor. HTSV has full rights to manage its employees subject to the requirements of the law. All persons employed by HTSV in connection with this Agreement shall be employees of HTSV and not employees of City in any respect. HTSV shall be responsible for all employee benefits, including, but not limited to, statutory worker's compensation benefits.
- B. None of the work or services to be performed hereunder shall be delegated or subcontracted to third Parties without prior written City approval.

- C. No subcontractor of HTSV will be recognized by City as such. All subcontractors are deemed to be employees of HTSV, and HTSV agrees to be responsible for their performance and any liabilities attaching to their actions or omissions.

## 10. COMPLIANCE WITH LAW

- A. Compliance: HTSV shall become familiar and comply with and cause all its subcontractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations, and decrees, including, but not limited to, those federal rules and regulations outlined in Exhibit D, titled "Assurances", attached hereto and incorporated herein by this reference.
- B. Assurances: Failure of HTSV, in any manner, to observe and adhere to law as described herein or as amended shall in no way relieve HTSV of its responsibility to adhere to same and HTSV herein acknowledges this responsibility. HTSV shall hold City, its City Council, officers, employees and boards and commissions harmless from HTSV's failure(s) to comply with any requirement imposed on HTSV by virtue of the utilization of City funds. HTSV shall reimburse City for any disallowed costs and/or penalties imposed on City because of HTSV's failure to comply with all applicable federal, state and local laws, ordinances, codes, regulations and decrees.

## 11. TERMS AND AMENDMENTS

Amendments to the terms and conditions of this Agreement shall be requested in writing by the Party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual agreement in writing of the Parties hereto unless the amendments are made by HUD, in which case they will be adopted as ordered.

## 12. INTEGRATED DOCUMENT

This Agreement embodies the agreement between City and HTSV and its terms and conditions. No verbal agreements or conversations with any officer, agent or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

## 13. HOLD HARMLESS

HTSV hereby releases and agrees to protect, defend, hold harmless, and indemnify City, its City Council,

its officers, employees and elected officials, boards and commissions, and volunteers and agents from and against all claims, injury, liability, loss, cost and expense, or damage, however same may be caused, including all costs and reasonable attorney's fees, for any claim, injury, liability, loss, cost expense, or damage arising out of or in any way connected with this Agreement.

#### 14. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by City hereunder constitute or be construed to be a waiver by City of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of HTSV, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to City or HTSV with respect to such breach or default.

#### 15. TERMINATION

- A. Termination for Cause: Unearned payments under this Agreement may be suspended or terminated at any time before the date of completion by City if:
- 1) HTSV fails to comply with existing conditions of the Agreement; or,
  - 2) HTSV refuses to accept any additional conditions that may be imposed by City or the Federal government.
  - 3) HTSV fails to implement required corrective actions in a timely and sufficient fashion.
- B. Termination for Convenience: Consistent with the applicable sections of 24 CFR 92.504 and 24 CFR 85.44, City or HTSV may terminate or suspend this Agreement in whole or in part when both Parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds.
- C. Upon Suspension or Termination HTSV Shall:
- 1) Not incur new obligations and shall cancel as many outstanding obligations as possible;
  - 2) Be paid only for services actually rendered to City to the date of such suspension or termination; provided, however, if this Agreement is suspended or terminated for fault of HTSV, City shall be obligated to compensate HTSV only for that portion of HTSV's services which are of benefit to City;
  - 3) Turn over to City immediately any and all copies of studies, reports and other data, prepared by HTSV or its subcontractors, whether or not completed, if any, in connection with this Agreement; such materials shall become property of City. HTSV, however, shall not be liable

for City's use of incomplete materials or for City's use of complete documents if used for other than the services contemplated by this Agreement; and,

- 4) Act in accordance with the Closing Out Procedure. (See Section 16.)

## 16. CLOSING OUT PROCEDURE

- A. HTSV is responsible for City's receipt of final billing by July 31, 2014 for the Utilization Period. After that date, City will accept no further billing for the Utilization Period. Any amount of the grant remaining unbilled after the applicable date may be reprogrammed by City without notice to HTSV.
- B. City is not liable for any HTSV expenses incurred after the Utilization Period of this Agreement.
- C. Closing Out does not impair the City's right to subsequently require repayment by HTSV for disallowed costs or other adjustments, or any other City costs and expenses related to this Agreement or the enforcement thereof.

## 17. MISCELLANEOUS PROVISIONS

- A. The Captions: The captions of the various sections, paragraphs, and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of interpretation.
- B. No Third Party Beneficiary: This Agreement shall not be construed or deemed to be an agreement for the benefit of any third party or parties, and no third party or parties shall have any claim or right of action hereunder for any cause whatsoever.
- C. Severability Clause: In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.
- D. No Pledging of City's Credit: Under no circumstances shall HTSV have the authority or power to pledge the credit of City or incur any obligation in the name of City. HTSV shall save and hold harmless City, its City Council, its officers, employees, and boards and commissions for expenses arising out of this Agreement.
- E. Venue: in the event that suit shall be brought by any Party to this Agreement, the Parties agree that venue shall be exclusively vested in the state courts of the County of Santa Clara, or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Jose, California.
- F. HTSV Financial Disclosure Requirements: HTSV services to be rendered under the provisions of this Agreement are excluded from the requirement of filing a Financial Disclosure Statement by Title

2, California Code of Regulations, Section 18701(a)(2).

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The Parties to this Agreement hereby indicate their acknowledgement and acceptance of the terms and conditions stated herein as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the first day of the Utilization Period set forth above.

**CITY OF SANTA CLARA**  
**a chartered California municipal corporation**

APPROVED AS TO FORM:

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

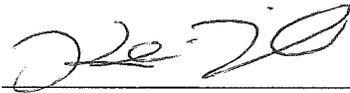
ATTEST:

\_\_\_\_\_  
ROD DIRIDON, JR.  
City Clerk

\_\_\_\_\_  
JULIO J. FUENTES  
City Manager  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“City”

**HOUSING TRUST SILICON VALLEY**  
**a non-profit California corporation**

By:   
Name: Kevin Zwida  
Title: Executive Director

Local Address:  
95 S. Market Street, Suite 610  
San Jose, CA 95113  
Telephone: (408) 436-3450  
FAX: (408) 436-3454

“HTSV”

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

State of California

County of SANTA CLARA }

On 3/29/13 before me, JEANETTE RUIZ GRANADA

personally appeared KEVIN ZWICK

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal. Signature: [Handwritten Signature] Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

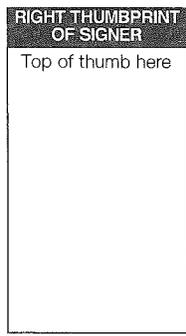
- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer -- Title(s):
Individual
Partner -- Limited General
Attorney in Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: \_\_\_\_\_

**AGREEMENT FOR THE PERFORMANCE OF SERVICES  
BY AND BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HOUSING TRUST SILICON VALLEY**

**EXHIBIT A**

**SCOPE OF SERVICES**

The Services to be performed for the City by HTSV under this Agreement are more fully described in HTSV's proposal entitled, "Exhibit A Scope of Services" dated March 8, 2013, which is attached to this Exhibit A and incorporated herein by this reference.

## EXHIBIT A

March 8, 2013

### SCOPE OF SERVICES

#### 1.0 General Project Description:

The Housing Trust of Santa Clara County (HTSCC), through its Finally Home Program, shall use the \$150,000 granted HOME funds to operate the City of Santa Clara's HOME Tenant Based Rental Assistance Security Deposit Program (TBRA-SD) in accordance with the provisions of the grant agreement between the City and U.S. Department of Housing and Urban Development (HUD) and all rules and regulations of the HOME Investment Partnership Program (24 CFR Part 92).

HTSCC established the Finally Home Program, a security deposit assistance program designed to fill the gap in securing stable housing. Finally Home is available to individuals and families working with an approved community partner. An assessment is completed to determine the family's current economic and housing situation. After the assessment, trained case managers assist the family to develop a self-sufficiency plan and help connect clients to appropriate human services and housing assistance programs.

In 2012, HTSCC led the effort in creating a Deposit Assistance Collaborative to provide critical funds to individuals and families moving off the streets or out of shelters, and into permanent housing. The Deposit Assistance Collaborative consists of the HTSCC, Housing Industry Foundation, the County of Santa Clara Office of Affordable Housing, and the County of Santa Clara Season of Sharing. The goal of the collaborative is to coordinate existing resources, and raise new funds to provide security deposit assistance for families and individuals registered with Destination: Home's Housing 1000 campaign. In conjunction with the national 100,000 Homes campaign, our local Housing 1000 focuses on housing the chronically homeless.

HTSCC recognizes the need to open the Finally Home program to all homeless individuals and families, not only those registered with Housing 1000, and entered into Memorandums of Understanding with 15 local community partners throughout the county and who work closely with homeless families or those at-risk of homelessness. These partners include:

1. Asian Americans for Community Involvement
2. Bill Wilson Center
3. Catholic Charities of Santa Clara County
4. Community Services Agency
5. Community Solutions | EHC Lifebuilders
6. Family Supportive Housing, Inc.
7. InnVision the Way Home
8. Maitri
9. Next Door Solutions for Domestic Violence

10. Sacred Heart Community Services
11. Silicon Valley Independent Living Center
12. Sunnyvale Community Services
13. The Health Trust
14. Unity Care Group
15. West Valley Community Services

The Finally Home program will broaden its reach of services through community partner agencies that are not part of the Emergency Assistance Network, and/or whose clients might not be eligible for EAN funding.

Program Goals:

HTSCC, under its Finally Home Program proposes to assist approximately 75 individuals or families in the City of Santa Clara moving from homelessness or at risk of homelessness to permanent housing, with an average security deposit of \$1,500 and an average initial utility assistance of \$500. Total budget is \$165,000, which includes HOME grant commitment of \$150,000 for TBRA-SD and \$15,000 for program administration.

Review and Process:

The Finally Home Program's primary role is to process HOME security deposit assistance for the program's clients pursuant to the TBRA HOME guidelines. The Finally Home Program shall receive referrals from the client's case manager (qualified and trained employees of the 15 community partners) for funding consideration. The applicant will have been pre-screened by the case manager; and HTSCC staff shall review the application for completeness and accuracy in order to determine eligibility into the program and eligibility requirements pursuant to TBRA guidelines of the federal HOME Program. The steps of administering the Finally Home Program shall include, but are not limited to:

A. Initial Screening of Applicants:

1. Household Eligibility – confirm homelessness has been verified by the supportive service agencies;

B. Program Eligibility

1. Confirm applicants are income eligible via a review of source documents evidencing annual income. "Annual Income" is defined at 24 CFR 5.609 (aka Section 8/Part 5);
2. 90% of families assisted must be at or below 60% of the area median income, adjusted by family size/occupancy standards;
3. Verify client's income eligibility prior to providing assistance;
4. Confirm applicant is able to sustain permanent housing via a budget review.

## 2.0 Security Deposit Calculation and Inspections:

### A. Security Deposit Calculation. HTSCC shall:

1. Determine the security deposit amount by reviewing a signed lease agreement or intent to lease;
2. If eligible, approve a maximum security deposit that is equivalent to two month's rent for the unit;
3. Only accept applications from the tenant and not the landlord;
4. Verify that the lease does not contain certain prohibited lease provisions, including:
  - i. Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
  - ii. Agreement by the tenant that the owner may take, hold or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);
  - iii. Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
  - iv. Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
  - v. Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
  - vi. Agreement by the tenant to waive a trial by jury;
  - vii. Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision;
  - viii. Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.
5. Review lease agreement and confirm that the initial lease agreement is in effect for one year;
6. Develop a Lease Addendum that covers the items prohibited as stated in 4.0 A.4 above.
7. Attach the Lease Addendum, reviewed and signed by both tenant and landlord, to the Lease.

### B. Housing Quality Standards. HTSCC shall:

1. Apply Section 8 Housing Quality Standards;
2. Inspect each housing unit prior to occupancy to verify compliance with HQS and occupancy standards. Inspections will be made only at the initial move-in under the security deposit program;
3. Follow local occupancy standards as determined by the City of Santa Clara;

4. Provide an EPA/HUD combination lead based paint Fact Sheet (form EPA-747-F-96-002)

3.0 Monitoring, Evaluation and Reporting Requirements:

A. Reimbursement Requests.

HTSCC shall submit all reimbursement requests for deposits and utility cost to the City of Santa Clara along with supporting documentation in a timely manner, but no more than one billing per calendar month.

B. Record Retention Requirements.

HTSCC shall keep all case file records for five (5) years after the security and utility deposit are disbursed.

C. Reporting Requirements.

HTSCC shall submit the following reports on a semi-annual basis and/or upon request by the City of Santa Clara.

1. Report on new client demographics and income;
2. Narrative on the programs successes and challenges, issues with tenants, landlords and/or case managers, and the number of inspections completed.

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**EXHIBIT B**

**BUDGET**

In no event shall the amount billed to City by HTSV for services under this Agreement exceed the indicated dollar amounts per line item in the attached Budget, incorporated herein by this reference, subject to City funding appropriations.

**EXHIBIT B**

**BUDGET**

Fiscal Year	2012-2013	2013-2014	Total
# Households	7	68	75
Security Deposits (\$1500 Avg.)	\$10,500	\$102,000	\$112,500
Utility Assistance (\$500)	\$3,500	\$34,000	\$37,500
Administration	\$3000	\$12000	\$15000
Total	\$17,000	\$148,000	\$165,000

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**EXHIBIT C**

**INSURANCE COVERAGE REQUIREMENTS**

Without limiting HTSV's indemnification of the City, and prior to commencing any of the Services required under this Agreement, HTSV shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of HTSV; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by HTSV to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated wastes and/or hazardous or regulated materials, HTSV and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of HTSV included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for HTSV or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of HTSV's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by HTSV shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with HTSV's insurance.
3. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. **ADDITIONAL INSURANCE RELATED PROVISIONS**

HTSV and City agree as follows:

1. HTSV agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by HTSV, provide the same minimum insurance coverage required of HTSV, except as with respect to limits. HTSV agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. HTSV agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.



shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over \$50,000 limited exposure.doc

## Exhibit D

### ASSURANCES

#### **HOUSING TRUST SILICON VALLEY** **Tenant Based Rental Assistance - Security Deposit**

The Recipient of HOME funds, HTSV, hereby assures and certifies compliance with all regulations, policies, guidelines and requirements (including, but not limited to, federal OMB Circulars No. A-87, A-102, A-110, and A-122), as they relate to the acceptance and use of Federal CDBG funds by private, non-profit organizations. Also the HTSV assures and certifies to the City that:

1. It possesses legal authority to make a grant submission and to execute a community public service program;
2. Its governing body has duly adopted or passed as an official act a resolution, motion or similar action authorizing the person identified as the official representative of the corporation to submit the final statement and all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of HTSV to act in connection with the submission of the final application and to provide such additional information as may be required;
3. The grant will be conducted and administered in compliance with:
  - a. Title VI of the Civil Rights Act of 1964 (Public Law 88-352; 42 U.S.C. 2000d *et seq.*), as amended, and implementing regulations issued at 24 CFR Part 1; and
  - b. Title VIII of the Civil Rights Act of 1968 (Public Law 90-284; 42 U.S.C. 3601 *et seq.*), as amended, implementing regulations issued at 24 CFR Part 107, and Executive Order 11063; and
  - c. Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (Public Law 93-383; U.S.C. 5301 *et seq.*), as amended; and
  - d. Section 504 of the Rehabilitation Act of 1973 (Public Law 93-112; 29 U.S.C. 794), as amended; and
  - e. Executive Order 11246, the implementing regulations issued at 41 CFR Chapter 60, and Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701); and
  - f. The Age Discrimination Act of 1975 (Public Law 94-135; 42 U.S.C. 6101), as amended.
  - g. Presidential Executive Order 13166 (“Improving Access to Services for Persons with Limited English Proficiency”); and
  - h. Executive Orders 11625, 12432 and 12138, encouraging the use of minority and women-owned business enterprises in connection with activities funded under this grant.

4. It will affirmatively further fair housing.
5. It will apply the Uniform Accessibility Standards, at 24 CFR Part 40, Appendix A, as they relate to substantial rehabilitation or conversion.
6. It will implement the requirements of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846, and implementing regulations at 24 CFR Part 35).

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**EXHIBIT E**

**ETHICAL STANDARDS FOR HTSV SEEKING TO ENTER INTO AN  
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

**Termination of Agreement for Certain Acts.**

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If HTSV does any of the following:
    - a. Is convicted of operating a business in violation of any Federal, State or local law or regulation;
    - b. Is convicted of a crime punishable as a felony involving dishonesty;
    - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
    - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
    - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.
  2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with HTSV can be imputed to HTSV when the conduct occurred in connection with the individual's performance of duties for or on behalf of HTSV, with HTSV's knowledge, approval or acquiescence, HTSV's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.

- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that HTSV no longer has the financial capability or business experience to perform the terms of, or operate under, this Agreement; or,
  2. If City determines that HTSV fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, HTSV's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to purchase and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective subcontractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, HTSV may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. HTSV will have the burden of proof on the appeal. HTSV shall have the opportunity to present evidence, both oral and documentary, and argument.

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**EXHIBIT F**

**AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS**

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit E. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "HTSV" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said HTSV [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

**HOUSING TRUST SILICON VALLEY**  
a non-profit California corporation

By:   
Signature of Authorized Person or Representative

Name: Kevin Zwide

Title: Executive Director

**NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED**

Please execute the affidavit and attach a notary public's acknowledgment of execution of the affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or other legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.