

**AMENDMENT NO. 2  
TO THE AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HOUSEKEYS INC.**

**PREAMBLE**

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Housekeys Inc., a California corporation (Contractor). City and Contractor 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 "Agreement for Services between the City of Santa Clara, California and Housekeys Inc.", dated January 9, 2020 (Agreement); and
- B. The Agreement was previously amended by Amendment No. 1, dated August 24, 2020, and is again amended by this Amendment No. 2. The Agreement and all previous amendments are collectively referred to here in as the "Agreement as Amended"; and
- C. The Parties entered into the Agreement for the purpose of having Contractor administer the City's Affordable Rental Program, and the Parties now wish to amend the Agreement to renew and extend the term of the Agreement and to revise the scope of services and schedule of fees.

NOW, THEREFORE, the Parties agree as follows:

**AMENDMENT TERMS AND CONDITIONS**

- 1. Section 2 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

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, 2021 and terminate on June 30, 2022.

That Exhibit A-1 of the Agreement is hereby amended by adding Exhibit A-2, a revised "Scope of Services", attached hereto and incorporated herein.

That Exhibit B-1 of the Agreement is hereby amended by adding Exhibit B-2 "Schedule of Fees", attached hereto and incorporated herein.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 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:

Dated: \_\_\_\_\_

\_\_\_\_\_  
BRIAN DOYLE  
City Attorney

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

“CITY”

**HOUSEKEYS INC.**  
a California corporation

Dated: \_\_\_\_\_

By (Signature): \_\_\_\_\_

Name: Julius Nyanda

Title: CEO

Principal Place of  
Business Address: 358 Digital Drive, Morgan Hill, CA 95037

Email Address: [julius@housekeys.org](mailto:julius@housekeys.org)

Telephone: (415) 846-8004

Fax: (408) 850-7431

“CONTRACTOR”

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**EXHIBIT A-2  
SCOPE OF SERVICES**

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

**1. DESCRIPTION OF REQUIRED SERVICES**

The Contractor shall provide the following services:

<b>Scope of Services Item</b>	<b>Implementation Plans &amp; Timelines</b>
<p><b>Administration Services</b></p> <ul style="list-style-type: none"> <li>• Contractor will continually review policies and procedures to ensure City requirements are considered for the City’s Affordable Housing Program. Provide City with policy/procedure revision recommendations, as appropriate.</li> <li>• Contractor will be the primary contact for the Affordable Housing Program and will handle all inquiries and correspondence from applicants, current renters, and property managers in buildings with units restricted under the Affordable Housing Program.</li> <li>• Contractor will utilize the City’s procedures, ordinance(s), resolution(s), and guidelines in the implementation of the Affordable Housing Program.</li> <li>• Contractor will submit quarterly activity reports.</li> <li>• In consultation with the City, Contractor will maintain a customer service and program evaluation survey.</li> <li>• Contractor will provide suggestions to the City for potential modifications to the City’s application process, procedures, and/or guidelines to ensure effective operation of the Affordable Housing Program.</li> </ul>	<p><b>Program Reporting</b> (Quarterly)</p> <p><b>Program Evaluation Survey</b> (Quarterly)</p>
<p><b>Administration of Lease-Up and Marketing</b></p> <ul style="list-style-type: none"> <li>• For New Developments, Contractor will: <ul style="list-style-type: none"> <li>○ Coordinate Marketing kick-off meeting with Developer, Property Manager, and City Staff</li> <li>○ Oversee, collect and review application and required rental documents to ensure application completeness</li> <li>○ Oversee execution of Lease Agreement</li> </ul> </li> </ul>	<p><b>Developer Outreach</b></p>

<p>between property manager and selected tenants</p> <ul style="list-style-type: none"> <li>○ Facilitate and oversee lease-up with Developer, Property Manager, and City Staff</li> <li>○ Ensure notice is provided to ineligible applicants and reason for ineligibility</li> </ul> <ul style="list-style-type: none"> <li>● As necessary, Contractor will provide access to translation in other languages.</li> </ul>	
<p><b>Existing Affordable Housing Portfolio</b></p> <ul style="list-style-type: none"> <li>● Contractor will maintain digitized records of existing housing portfolio loan and compliance docs and provide electronic access to files and data.</li> <li>● Contractor will continually present the City with data and analysis of the existing portfolio, along with feedback to ensure the full portfolio complies with existing covenants and restrictions.</li> <li>● Contractor will work with property owner / manager to maintain protocols and procedures to annual compliance and tenant income certifications.</li> <li>● Contractor will maintain contact with existing renters for annual occupancy and income verification (where applicable)</li> <li>● Contractor will maintain contact with existing property managers.</li> <li>● Contractor will monitor the portfolio and provide the City with data and analysis related to the portfolio's risk of loss of affordability due to expiration of restrictions.</li> <li>● Contractor will produce pro-active proposals to preserve affordability.</li> <li>● Contractor will review and revise forms to meet program requirements, as necessary.</li> </ul>	<p><b>Administration of Existing Affordable Housing Portfolio</b></p>
<p><b>New Developments and Inclusionary Program Services</b></p> <ul style="list-style-type: none"> <li>● Contractor will work with City to maintain protocols and procedures for initial lease up, new move-in and annual compliance certifications.</li> <li>● Contractor will maintain marketing content for the Inclusionary Program, including flyers, website, and other material as needed.</li> <li>● Contractor will provide the property owner / manager of projects containing City Inclusionary units with the most current income and rent guidelines upon issuance by HCD/HUD each year.</li> <li>● Contractor will monitor Inclusionary unit rents</li> </ul>	<p><b>See Developer Outreach above</b></p> <p><b>Staff-Driven Monitoring and Certification</b></p>

<p>annually to ensure compliance with the required affordable rent levels under Inclusionary Program.</p> <ul style="list-style-type: none"> <li>• Contractor will verify the eligibility of prospective tenants qualified by the property manager.</li> <li>• Contractor will coordinate with property manager on an annual basis to ensure that units are occupied by tenants who continue to meet income requirements. Contractor will also ensure that the appropriate rent is being charged.</li> </ul>	
<p><b>Technology Solutions</b></p> <ul style="list-style-type: none"> <li>• Contractor will maintain and host a webpage on Contractor website to announce City Rental Program activities, applications forms, and information.</li> <li>• Contractor will maintain and host a webpage and/or database that is accessible to Property Managers, the City, and tenants to submit and review relevant affordable housing information and documents.</li> <li>• Contractor will maintain a database for application intake and processing to meet City requirements.</li> </ul>	

**EXHIBIT B-2**  
**SCHEDULE OF FEES**

In no event shall the amount billed to City by Contractor for services provided pursuant to this agreement exceed ONE HUNDRED SIXTY-SIX THOUSAND DOLLARS (\$166,000), subject to budget appropriations.

The FY 2021-2022 schedule of rates and fees which includes all billing amounts and costs are as follows:

**Program Administration Fees:**

July 1, 2021 to June 30, 2022                      \$13,000 per month  
Not to exceed ONE HUNDRED FIFTY-SIX THOUSAND DOLLARS (\$156,000) during contract period.

**Variable Transaction Rates:**

Special Project Billing                                      \$10,000 (Subject to City Approval)  
Special projects will be billed at an hourly rate of \$250.  
Not to exceed TEN THOUSAND DOLLARS (\$10,000) during contract period.