

**AMENDMENT NO. 4
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ABODE SERVICES**

SUMMARY PAGE

Agency: Abode Services

Project: TBRA Administration & Case Management

Description: **AMENDMENT #4** – The City’s TBRA program assists low-income homeless or at risk of becoming homeless households with rental subsidies, deposits, and case management services.

Amend. #4 (not to exceed): \$443,727 CDFA #: 14.239 (HOME) M-22-MC-06-0217

Amend. #4 (not to exceed): \$90,000 City Housing Successor Fund (CHSF)

Amend. #4 (not to exceed): \$80,349 City Affordable Housing Fund (CAHF)

TOTAL CONTRACT (not to exceed): **\$614,076**

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

PARTIES TO AGREEMENT:

	ORGANIZATION	CITY OF SANTA CLARA
Organization Name:	Abode Services	Housing & Community Services Division
Address for Legal Notice:	40849 Fremont Boulevard	1500 Warburton Avenue.
City/State/Zip Code:	Fremont, CA 94538	Santa Clara, CA 95050
Attention:	Louis Chicoine	Office of The City Manager
Email Address:	LChicoine@abodeservices.org	
Telephone No.:	(510) 657-7409	
Tax ID:	94-30387060	
DUNS #:	1495528593	
Type of Entity:	501 (c) 3 public benefit corp.	
State of Residency:	California	
Ebix Insurance #	S200003261	

PREAMBLE

This agreement (“Amendment No. 4”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Abode Services, a California non-profit 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 titled “Public Service Grant Agreement By And Between The City of Santa Clara, California And Abode Services For Tenant-Based Rental Assistance Program” (“Original Agreement”) dated July 2, 2019;
- B. The Parties entered into the Original Agreement for the purpose of providing an array of housing services to ensure that eligible households have access to the City of Santa Clara’s Tenant-Based Rental Assistance (TBRA) program.
- C. The Parties previously entered into an agreement titled “Amendment No. 1 to Public Service Grant Agreement By And Between The City of Santa Clara, California And Abode Services For Tenant-Based Rental Assistance Program” (“Amendment No. 1”) dated July 7, 2020;
- D. The Parties entered into Amendment No. 1 to revise the funding amount and extend the Term of the Original Agreement. The Original Agreement, as amended by Amendment No. 1, shall be referred to herein as the “Original Agreement as Amended”.
- E. The Parties previously entered into an agreement entitled “Amendment No. 2 To Public Service Grant Agreement By and Between the City of Santa Clara, California, and Abode Services for Tenant Based Rental Assistance Program”, dated June 24, 2021 (“Amendment 2”);
- F. The Parties entered into Amendment No. 2 to perform a budget clean-up without changing the total contract value of Amendment No. 1. The Original Agreement as amended by Amendment No. 2, shall be referred to herein as the Original Agreement as Amended”;
- G. The Parties entered into “Amendment No. 3 To Public Service Grant Agreement By and Between the City of Santa Clara, California, and Abode Services for Tenant Based Rental Assistance Program”, dated June 25, 2021 (“Amendment 3”); and

H. The Parties now wish to amend the Original Agreement as Amended to provide and additional year of funding, and extend the term of the Original Agreement to provide an array of housing services to ensure that households identified through the City of Santa Clara, have access to the Tenant-Based Rental Assistance (TBRA) program.

The Parties agree as follows:

1. AMENDMENT TERMS AND CONDITIONS

That Section 2 titled “Funding and Appropriations” of the Original Agreement are hereby amended to read as follows:

The payments made by city as described in this Section, shall be referred to herein as “Grant Funds”, and are subject to appropriations.

- 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 HOME Grant Funds, in consideration for Organization’s complete performance of Services, City shall pay Organization an amount not to exceed FOUR HUNDRED FORTY-THREE THOUSAND SEVEN HUNDRED TWENTY-SEVEN DOLLARS (\$443,727).
- B. In consideration for Organization’s complete performance of Services, City shall pay Organization an amount not to exceed NINETY THOUSAND DOLLARS (\$90,000) from City’s Housing Successor Fund (CHSF) for provision of services rendered by Organization for the purpose of administering the Program operations as described in Exhibit A, titled “Scope of Services” attached hereto and incorporated herein by this reference.
- C. In consideration for Organization’s complete performance of Services, City shall pay Organization an amount not to exceed EIGHTY THOUSAND THREE HUNDRED FORTY-NINE DOLLARS (\$80,349) from City’s Affordable Housing Fund (CAHF) for provision of services rendered by Organization for the purpose of administering the Program operations as described in Exhibit A, titled “Scope of Services” attached hereto and incorporated herein by this reference.”

That Section 3, titled "Term of Agreement" of the Original Agreement is hereby 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, 2022 and terminate on June 30, 2023 ("Utilization Period").

Unless otherwise mutually agreed upon by the Parties, the Scope of Services (Exhibit A) shall remain the same.

That Section 4 titled "Reprogramming of Funds" of the Original Agreement is hereby amended to read as follows:

A. Initiated by City: City may re-channel funds budgeted in one cost category into another cost category within this Agreement. City may also transfer allocated funds for the TBRA program from a different agency to increase/decrease any of the funding sources so long as the overall contract amount does not exceed the Total Funding Amount of the entire contract.

Before re-channeling funds, the City will give the Organization ten (10) business days written notice of the re-channeling of funds along with a copy of an expenditure review for the Program. City shall make its final determination with respect to the re-channeling of funds only after Organization has been given an opportunity to present its views and recommendations. In no event shall the City be bound to accept Organization's views or recommendations.

That Section 6 titled "Obligations of Organization" of the Original Agreement is hereby amended to add the following paragraph:

6.1 (9) If the Organization is not funded to continue as the administrator of the TBRA program for a subsequent year, the Organization shall agree to work with the City and the new TBRA administrator to transfer files, make introductions, and any other necessary activity to complete a transition of duties to the new administrator. This includes, but is not limited to, entering into a short-term contract so as to complete the transition of duties to the new administrator.

That paragraph 7B of Section 7 titled "Obligations of City" of the Original Agreement is hereby amended to read as follows:

“B. Method of Payment: City shall reimburse Organization for all allowable costs and expenses incurred in providing the Program during the Utilization Period, not to exceed the total sum of SIX HUNDRED FOURTEEN THOUSAND SEVENTY-SIX DOLLARS (\$614,076).

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

That Exhibit B titled “Budget and Basis for Reimbursement” of the Original Agreement as Amended is hereby replaced and supplanted by the updated Exhibit B attached hereto.

2. TERMS

All other terms of the Original Agreement which are not in conflict with the provisions of this Amendment No. 4 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 4, the provisions of this Amendment No. 4 shall control.

3. COUNTER PARTS

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 Parties acknowledge and accept the terms and conditions of this Amendment No. 4 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: _____

Office of The City Attorney
City Attorney

Rajeev Batra
City Manager

“CITY”

ABODE SERVICES
a California corporation

Dated: _____

By (Signature): _____

Name: Louise Chicoine

Title: Chief Executive Officer

Principal Place of Business Address: 40849 Fremont Boulevard
Fremont, CA 94538

Email Address: LChicoine@abodeservices.org

Telephone: (510) 657-7409

“ORGANIZATION”

**AMENDMENT NO. 4
TO PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA,
AND
ABODE SERVICES
FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**EXHIBIT A
SCOPE OF SERVICES**

The Services to be performed for the City by the Organization under this Agreement are more fully described herein Exhibit A.

Project. The City of Santa Clara’s Tenant-Based Rental Assistance (TBRA) program assists homeless households and households in jeopardy of becoming homeless with an emphasis on assisting families with children and domestic violence survivors. The goal of the program is to assist participants in stabilizing their housing situation with housing search assistance, deposits and monthly rental subsidies. Further, case management services are included to help participants connect with social services, get on waitlists for affordable housing, financial budgeting, and employment/educational with the intent to increase participant’s income so that they may transition to more affordable housing at the end of the program term and become self-sufficient.

Organization will receive referrals from the County’s Coordinated Assessment system for the City’s TBRA program. Organization staff will assess and verify that the household meets the eligibility criteria based upon the City of Santa Clara’s TBRA Program Guidelines as written and updated periodically.

The services provided by Organization include, but are not limited to:

1. Tenant Selection Criteria

Participants must meet all the criteria stated below to be considered for the Program:

- A. Income. Participants must be at or below 60% of Area Median Income (AMI) for the San Jose-Sunnyvale-Santa Clara, CA HUD Metro FMR Area as determined by HUD and updated annually. The City of Santa Clara uses the HUD 24 CFR Part 5 definition of income (aka, “Section 8”). Household income will be examined at entrance into the program, annually, and during any event that affects the household income (e.g., addition of a household member, increase/decrease of income). At least two (2) months of source documentation (e.g., paystubs) will be required from all adult household members.

B. Residency. Participants must:

- i. reside in (or have proof of a last permanent address in) the City of Santa Clara;
- ii. have a child attending a school in the Santa Clara Unified School District;
- iii. are currently working, or have a bonafide job offer, in the City of Santa Clara; OR
- iv. be homeless in the City of Santa Clara.

C. Homeless. Homelessness is defined as:

- i. Lacking a fixed and regular nighttime residence; or
- ii. Having a primary nighttime residence that is a supervised, publicly or privately operated shelter designated to provide temporary living accommodations; or
- iii. Residing in a public or private space not signed for, or ordinarily used as, a regular sleeping accommodation for human beings; or
- iv. At risk of becoming homeless. "At-Risk" is defined as imminent loss of primary nighttime residence within 14 days of the date of application (i.e., receiving an eviction notice), and lacks the resources needed to obtain permanent housing; or
- v. Is fleeing, or is attempting to flee, domestic violence, has no other residence and lacks the resources needed to obtain permanent housing.

Should further clarification of the above definitions be required, the definition used by the Santa Clara County Continuum of Care for eligible participants in its federally-funded programs shall apply.

D. Population Preferences. The target populations identified in the City's Annual Action Plan are:

- i. Families: Households with one or more children under 18 years of age.
- ii. Individuals or families exiting housing exclusively designated for domestic violence survivors.

2. Authorization, Tracking and Disbursement of Financial Assistance

Organization will be responsible for authorizing rental assistance for eligible households and issuing subsidy payment to landlords including security deposits as needed. Assistance will be provided for up to 12 months. Extensions for up to another 12 months will be based on criteria stated in the TBRA Guidelines.

Organization will ensure that all leases comply with HUD requirements in §92.253 (a) and (b) and there are no prohibited provisions contained in the leases. All leases must be in writing, signed by both owner and TBRA participant and the terms must be for at least one year, unless agreed upon by both parties.

The TBRA program will have a monthly Program Minimum participant share. Participants will start with a Program Minimum of fifty dollars (\$50.00) towards their monthly Total Housing Costs (THC); rent plus utilities. The Program Minimum will double every six months throughout the participant's program term. ***Note: The participant will pay either the Program Minimum or 30% of their adjusted gross income towards their THC; whichever is greater.***

The Program will use Fair Market Rent (FMR) as its Rent Standard. The participant's rent plus utilities, THC, cannot exceed the Rent Standard.

Per CFR 24, 92.209 (h)(1) "The amount of the monthly assistance that a participating jurisdiction may pay to, or on behalf of, a family may not exceed the difference between a rent standard for the unit size established by the participating jurisdiction and 30 percent of the family's monthly adjusted income." The TBRA program will use 24 CFR Part 5 to determine income eligibility

Organization will re-certify income at least once every 12 months or when an event substantially changes the household's subsidy amount. A supervisor will be required to review participant eligibility determination, recertification of income, approve all financial assistance payment using HOME funds, and authorize payment.

3. Housing Inspections and Rent Reasonableness

Organization will conduct Housing Quality Standards (HQS) Inspections for all units for which rental assistance is being provided at initial move-in and annually.

A. If the housing unit is built prior to 1978 and if those households residing in that housing have a child under the age of six then those units will be visually inspected.

If deteriorated paint is noted, the owner must stabilize each deteriorated paint surface and have the repaired area inspected and cleared by a certified risk assessor or certified lead-based paint inspector. Paint stabilization must occur before approval of tenancy for new units and within 30 days of notification for occupied units. In no event shall Organization pass HQS on a unit that failed the visual assessment without documentation from owner that paint stabilization work is completed and a signed Lead Paint Owner's Certification at conclusion of all repairs has been provided and documented in file.

- B. Organization will ensure verification that rental lease amounts comply with HOME regulations (§92.253 (a) and (b)) and restrictions and meet "rent reasonableness" standards. HQS and Rent reasonableness will be completed at least 24 hours prior to execution of lease agreement.

4. Housing Relocation and Stabilization Assistance

To assist participants with achieving housing stability and placement, clients will be offered up to 12 months of subsidy assistance. Deposit assistance of up to 2 times the rent is also available if needed. The possibility of a second term of up to 12 months based on criteria developed by the City and Organization is also available. Services may include, but not be limited to:

- A. Housing Services Coordination: Activities for the arrangement, coordination, monitoring, and delivery of services related to meeting the housing needs of program participants and helping them obtain housing stability. Component services and activities may include: counseling; referral to financial/ credit counseling; referral to legal services; developing, securing, and coordinating services; monitoring and evaluating program participant progress; assuring that program participants' rights are protected; and developing an individualized housing and service plan, including a path to permanent housing stability subsequent to financial assistance, and recertification of income every 12 months.
- B. Housing Search and Placement. Services or activities designed to assist individuals or families in locating, obtaining, and retaining suitable housing. Component services or activities may include: tenant counseling; assisting individuals and families to understand leases; securing utilities; making moving arrangements; representative payee services concerning rent and utilities; and mediation and outreach to property owners related to locating or retaining housing. HOME guidelines require the City to state if the subsidies may be used outside the City limits. While it would be ideal to locate the housing within the City's limits, the difficulty in finding affordable units in a timely manner is challenging in the current rental market. The units may be located anywhere within the County of Santa Clara.

5. Process for Termination of Housing Assistance

Organization may terminate assistance to a program participant who violates program requirements. In terminating assistance to a program participant, Organization will utilize a formal appeal process that recognizes the rights of individuals receiving assistance.

6. Brokering Access to Other Resources Identified in Housing Plan

Organization will identify, broker, and secure services for the participant households to support their housing plan. The types of services to which participant households may need to be linked may include:

- Employment and training resources
- Childcare resources
- Benefit application assistance and advocacy
- Legal services
- Ongoing housing subsidies or access to affordable housing if indicated
- Behavioral health services (mental health and substance abuse)
- Medical services
- Food assistance programs
- Credit counseling and repair services
- Peer support networks or other community support

7. Data Collection in Clarity/HMIS and participation in Outcome Evaluation

Organization will enter information about client households and the funded services that they receive into the county-wide homeless management information system (HMIS) for those participants enrolled.

8. Oversight and Reporting

The Organization should have a structured housing department with housing specialists and housing program managers that provide an existing wealth of experience and housing inventory. Organization's Program Manager will be responsible for the overall direction of City of Santa Clara TBRA. This work will include housing/services integration; staff trainings in housing/case management services, tracking compliance, data collection and reporting; supervision of housing specialists; providing connections to landlords; technical assistance to county agencies; and reporting outcome measures.

The fiscal integrity of the program will be overseen by the Director of Housing Programs, the Associate Director, and the Chief Financial Officer. Financial management is overseen by the Administration Committee of the Board of Directors on a monthly basis.

9. Outcome Measures and Reporting

Objective.

Creating suitable living environments. This objective is designed to benefit communities, families, or individuals by addressing issues in their living environment.

Outcome.

Affordability. Provide affordable housing options for low-income households.

Goal.

Assist homeless households find and maintain housing through the use of rental deposits, rental subsidies, and case management services.

Unduplicated Participants (Households Assisted)

Unduplicated Participants shall be defined as participants who receive services at least once a year but who may not be counted more than once in that year.

Outcome Measure Statement and Measurement Methodology

Quarterly reports are submitted measuring the success of the program. Organization will track and report on outcome measurements to be defined by the City of Santa Clara. These outcome measurements will include HUD required reporting information, and local outcome tracking measures. Providers will enter client level data into the Countywide HMIS system on an ongoing basis for all clients served under Santa Clara's TBRA program

10. Program end/transition

Should the City end the program or contract with the Grantee, Grantee agrees to assist in the transition of clients to the new administrator. This can mean entering into a short-term agreement, if needed, to complete the transition. Transition activities can include, but not be limited to:

- Meetings with the City and new administrator.
- Perform introductions with clients to complete a "warm handoff" of clients for case management services.
- Perform introductions, if necessary, with landlords.
- Assist in obtaining required information from clients and/or landlords.
- Other necessary duties to complete a smooth transition of duties.

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**EXHIBIT B
2022-2023 BUDGET AND BASIS FOR REIMBURSEMENT**

Reimbursement shall be based upon actual costs. Request for reimbursement may be made as often as monthly on a form acceptable to the City.

- A. Organization shall prepare a list of employees whose personnel costs are to be reimbursed under the Agreement, including their titles and pay rates.
- B. For all employees whose personnel costs are reimbursed under this Agreement, actual hours worked shall be based on individual timecards indicated hours worked on the City TBRA Program.

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

Source	Eligible Uses (including, but not limited to)	FY22/23
Fund 562 HOME	<ul style="list-style-type: none"> • Direct and indirect wages, benefits, and overhead related <u>specifically</u> to inspections and recertifications • Subsidies and deposits 	\$426,537.50
	<ul style="list-style-type: none"> • Direct and indirect wages, benefits, and overhead related to the general administration of the program NOT including activities related to case management services. 	\$17,189.50
Fund 169 (CHSF)	<ul style="list-style-type: none"> • Direct & indirect wages, benefits and overhead related to case management • Direct & indirect wages, benefits and overhead related to the general administration of the program • Mileage, phone service, welcome baskets, fees and emergency assistance 	\$90,000
Fund 165 (CAHF)	Same as Fund 169	\$80,349
Total		\$614,076

Funds from Fund 169 City Housing Successor Fund (CHSF) shall be drawn down prior to Fund 165 City Affordable Housing Fund (CAHF) for payment of administration costs and case management services.