

SUMMARY PAGE

Agency: Abode Services

Project: TBRA Administration & Case Management

Description: **AMENDMENT #1** – The City’s TBRA program assists low-income homeless or at risk of becoming homeless households with rental subsidies, deposits, and case management services.

Original Award
(not to exceed): **\$865,000** Funding Source(s) HOME (\$700,000),
CHSA (\$70,000),
CAHF (\$95,000)

Amendment #1
(not to exceed): **\$1,130,923** Funding Source(s) HOME (\$1,021,618)
CAHF (\$ 109,305)

Agreement Term: Start Date: **July 1, 2020** End Date: **June 30, 2021**

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	Deanna Santana, City Manager
Email Address:	LChicoine@abodeservices.org	<u>DSantana@santaclaraca.gov</u>
Telephone No.:	(510) 657-7409	
Tax ID		
Type of Entity:	501 (c) 3 public benefit corp.	
State of Incorporation or Residency:	California	
Ebix Insurance #	S200003261	

**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**

PREAMBLE

This agreement ("Amendment No. 1") 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 entitled "Public Service Grant Agreement By And Between The City of Santa Clara, California, and Abode Services ("Organization"), dated July 2, 2019 (the "Original Agreement"); and
- B. The Parties entered into the Original Agreement for the purpose of having Contractor 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, and the Parties now wish to amend the Agreement to increase the funding and continue providing the services outlined in Exhibit A of the original agreement referenced above.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AMENDMENT TERMS AND CONDITIONS

That paragraphs 2.A. and 2.B. of Section 2 titled "Funding and Appropriations" of the Original Agreement are hereby amended as follows:

- 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 ONE MILLION TWENTY-ONE THOUSAND SIX HUNDRED EIGHTEEN DOLLARS (\$1,021,618).

- B. In consideration for Organization's complete performance of Services, City shall pay Organization an amount not to exceed ONE HUNDRED NINE THOUSAND THREE HUNDRED NINE DOLLARS (\$109,305) 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 and replaced with the following:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on July 1, 2020 and terminate on June 30, 2021.

This Agreement includes an option, at the City's sole discretion, and subject to funding availability and City Council appropriation, to extend the terms of this Agreement for a second year. To be eligible for the third-year renewal, the Organization must:

- A. Submit to the City a Letter of Intent to Renew. That Letter shall: (1) state that services to be provided in the second year shall be a continuation of the current program at the same level; (2) request an appropriation in an amount not to exceed 105% of the first-year appropriation; and (3) provide sufficient evidence of authority of an authorized signatory(ies) to enter into an Agreement with the City. This Letter, with the required declarations, shall meet all the funding application requirements necessary to be eligible for consideration of a FY 2021-2022 appropriation. In the event that the Organization does not submit a Letter of Intent to Renew, it will not be eligible for the second year of funding.
- B. After receiving Organization's Letter of Intent to Renew, the City will consider Organization's request for second year as part of its annual process to determine the FY 2021-2022 appropriations. The City may require additional amendments to this Agreement to ensure compliance with any applicable Federal, state, or local laws and regulations depending on the source of the appropriations.
- C. Unless otherwise mutually agreed upon by the Parties, the Scope of Services (Exhibit A) shall remain the same for the second year of funding.

That paragraph 7.B. of the Section titled "Obligations of City" is hereby amended 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 ONE MILLION ONE HUNDRED THIRTY THOUSAND NINE HUNDRED TWENTY-THREE DOLLARS. (\$1,130,923).

That Exhibit B titled "Budget and Basis for Reimbursement" 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. 1 shall remain unchanged in full force and effect. In case of a conflict in the terms of the Original Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

3. COUNTERPARTS

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

THE REMINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Approved as to Form:

Dated: _____

BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager

“CITY”

ABODE SERVICES

California non-profit corporation

Dated: _____

By (Signature): _____

Name: Louis Chicoine

Title: Executive Director

Business Address: 40849 Fremont Blvd., Fremont, CA 94538

Email Address: LChicoine@abodeservices.org

Telephone: (510) 657-7409

Fax: (510) 657-7293

“ORGANIZATION”

**AMENDMENT NO. 1
TO PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA,
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FOR TENANT-BASED RENTAL ASSISTANCE PROGRAM**

**EXHIBIT B
2020-2021 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.

Budget by Funding Source

Fiscal Year	2020-2021
Fund 562 HOME	\$1,021,618
Fund 169 City Housing Successor Fund (CHSF)	0
Fund 165 City Affordable Housing Fund (CAHF)	\$109,305
Total	\$1,130,923

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

Grant Application Detailed Budget Worksheet

Name and Address of Applicant:	Abode Services 40849 Fremont Boulevard Fremont, CA 94538 (510) 657-7409
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Category	Detailed Description of Budget (for full grant period)			
1. Personnel (Direct Labor)	% of time	Est. Hours	Rate/Hour	Estimated Cost
Program Manager/Supervisor JW	35.00%	2,080	\$34.15	\$24,861
Housing Service Coordinator 1 Melissa	50.00%	2,080	\$24.82	\$25,813
Housing Specialist Oralia	100.00%	2,080	\$24.82	\$51,626
Total Direct Labor Cost				\$102,300
2a. Fringe Benefits	Rate (%)	Est. Hours	Rate/Hour	Estimated Cost
Program Manager/Supervisor JW	11.00%	728.00	\$7.05	\$2,735
Housing Service Coordinator 1 Melissa	11.00%	1040.00	\$6.76	\$2,839
Housing Specialist Oralia	11.00%	2080.00	\$6.73	\$5,679
Subtotal - Fringe Benefits				\$11,253
2b. Time Off Provision	Rate (%)	Est. Hours	Rate/Hour	Estimated Cost
Program Manager/Supervisor JW	13.28%	728.00	\$4.83	\$3,301
Housing Service Coordinator 1 Melissa	20.00%	1040.00	\$5.12	\$5,163
Housing Specialist Oralia	20.00%	2080.00	\$5.10	\$10,325
Subtotal - Time Off Provision				\$18,789
3a. Transportation - Local Private Vehicle		Est. Miles	Rate/Mile	Estimated Cost
Mileage		3664.87	0.58	\$2,126
Subtotal - Trans - Local Private Vehicle				\$2,126
3b. Telephone				Estimated Cost
Cell phone				\$1,379
Subtotal - Telephone				\$1,379
4a. Background Checks		Quantity	Unit Cost	Estimated Cost
		0	\$30.00	\$0
Subtotal - Consumable Supplies				\$0
4b. Non-Consumable Materials		Quantity	Unit Cost	Estimated Cost
Welcome Basket & Application Fees		3	\$1,000.00	\$3,000
Subtotal - Non-Consumable Materials				\$3,000
5. Other Direct Costs				Estimated Cost
Subsidies and deposits				\$925,000
Total Other Direct Costs				\$925,000
Subtotal of Direct Costs				\$1,063,846
6. Indirect Costs		Rate	Base	Estimated Cost
General Overhead (15% of wages, TO Provision, Benefits, Phone, Travel)		15.00%	\$138,845.79	\$20,827
Overhead to administer subsidies		5.00%	\$925,000.00	\$46,250
Total Indirect Costs				\$67,077
Total Estimated Costs (Subtotal Direct + Total Indirect)				\$1,130,923