

SUMMARY PAGE

Agency: Bill Wilson Center

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):	\$475,000	Funding Source(s)	HOME (\$340,000)
			CHSF (\$ 70,000)
			CAHF (\$ 49,368)

Amendment #1 (not to exceed):	\$916,393	Funding Source(s)	HOME (\$725,000)
			CHSF (\$140,000)
			CAHF (\$ 51,393)

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

PARTIES TO AGREEMENT:

	ORGANIZATION	CITY OF SANTA CLARA
Organization Name:	Bill Wilson Center	Housing & Community Services Division
Address for Legal Notice:	3490 The Alameda	1500 Warburton Avenue.
City/State/Zip Code:	Santa Clara, CA 95050	Santa Clara, CA 95050
Attention:	Sparky Harlan Chief Executive Officer	Deanna Santana, City Manager
Email Address:	sharlan@billwilsoncenter.org	DSantana@santaclaraca.gov
Telephone No.:	(408) 243-0222	
Tax ID	94-2221849	
Type of Entity:	501 (c) 3 public benefit corp.	
State of Incorporation or Residency:	California	
Ebiz Insurance #	S200000901	

**AMENDMENT NO. 1
TO PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
BILL WILSON CENTER
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 Bill Wilson Center, 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 Bill Wilson Center ("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 decrease 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 SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$725,000).

- B. In consideration for Organization's complete performance of Services, City shall pay Organization an amount not to exceed ONE HUNDRED FORTY THOUSAND DOLLARS (\$140,000) 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.

That paragraph 2.C is added to Section 2 titled "funding and Appropriations" of the Original Agreement and is hereby amended as follows:

- C. In consideration for Organization's complete performance of Services, City shall pay Organization an amount not to exceed FIFTY-ONE THOUSAND THREE HUNDRED NINETY-THREE DOLLARS (\$51,393) 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 deleted in its entirety 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 NINE HUNDRED SIXTEEN THOUSAND THREE HUNDRED NINETY-TWO. (\$916,392).

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: _____

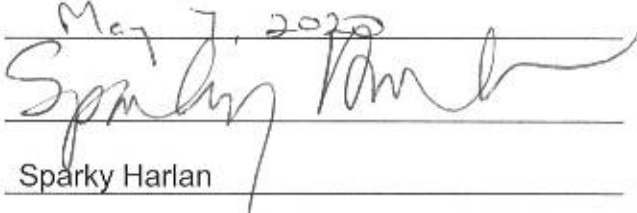
BRIAN DOYLE
City Attorney

DEANNA J. SANTANA
City Manager

"CITY"

BILL WILSON CENTER
California non-profit corporation

Dated: May 7, 2020

By (Signature): 

Name: Sparky Harlan

Title: Chief Executive Officer

Business Address: 3490 The Alameda, Santa Clara, CA 95050

Email Address: sharlan@billwilsoncenter.org

Telephone: 408 243-0222

Fax: (408) 24605752

"ORGANIZATION"

**AMENDMENT NO. 1
TO PUBLIC SERVICE GRANT AGREEMENT
BY AND BETWEEN
THE CITY OF SANTA CLARA, CALIFORNIA,
AND
BILL WILSON CENTER
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	\$725,000
Fund 169 City Housing Successor Fund (CHSF)	\$140,000
Fund 165 City Affordable Housing Fund (CAHF)	\$51,393
Total	\$916,393

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.

Name and Address of Applicant:	Bill Wilson Center
	3490 The Alameda
	Santa Clara, CA 95050
	408-243-0222

Detailed Description of Budget

Category

(for full grant period)

1. Personnel (Direct Labor)	Percentage of time	Estimated Hours	Rate per Hour	Estimated Cost
Program Manager/Supervisor	15%	2,080	\$33.21	\$10,361
Case Manager	100%	2,080	\$28.42	\$59,114
Housing Specialist	50%	2,080	\$25.38	\$26,390
Total Direct Labor Cost				\$95,865
2a. Fringe Benefits	Rate (%)	Estimated Hours	Base per hour	Estimated Cost
Program Manager/Supervisor	32.00%	312.00	\$10.63	\$3,315
Case Manager	32.00%	2080.00	\$9.09	\$18,916
Housing Specialist	32.00%	1040.00	\$8.12	\$8,445
Total - Fringe Benefits				\$30,677
3a. Transportation - Local Private Vehicle		Mileage Estimate	Rate per Mile	Estimated Cost
Mileage		4,000.00	0.575	\$2,300
Subtotal - Trans - Local Private Vehicle				\$2,300
3b. Telephone				Estimated Cost
Cell phone				\$944
Subtotal - Telephone				\$944
4a. Background Checks		Quantity	Unit Cost	Estimated Cost
Background checks		0	\$30.00	\$0
Subtotal - Background Checks				\$0
4b. Non-Consumable Materials		Quantity	Unit Cost	Estimated Cost
Welcome Baskets		15	\$1,100.00	\$16,500
Subtotal - Non-Consumable Materials				\$16,500
5. Other Direct Costs				Estimated Cost
Subsidies and deposits				\$725,000
Total Other Direct Costs				\$725,000

Subtotal of Direct Costs	\$871,285
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6. Indirect Costs	Rate	Base	Estimated Cost
General Overhead (7% of salaries and benefits)	7.00%	\$126,541	\$8,858
Overhead to administer rental subsidies	5.00%	\$725,000	\$36,250
Total Indirect Costs			\$45,108

Total Estimated Costs (Subtotal Direct + Total Indirect)	\$916,393
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