

**CONTINUATION AND FIRST AMENDMENT TO GRANT AGREEMENT
SUMMARY PAGE**

This CONTINUATION AND FIRST AMENDMENT TO GRANT AGREEMENT is entered into this _____ day of _____, 2012 by the CITY OF SAN JOSE, a municipal corporation (“CITY”) and EMERGENCY HOUSING CONSORTIUM doing business as EHC LIFEBUILDERS, a California non-profit corporation (“GRANTEE”).

Grant Type:	<u>Homeless</u>	Contract No.:	<u>HPRP-09-002A</u>
		Original Contract No.	<u>HPRP-09-002</u>

Agency:

Emergency Housing Consortium dba EHC Lifebuilders

Project:

CSJ Homeless Prevention & Rapid Re-housing Program
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Description:

Amendment to Agreement between City of San José and Grantee. The purpose of the Homelessness Prevention and Rapid Re-Housing Program (HPRP) is to assist individuals and families in the City of San Jose who are at-risk of, or currently experiencing homelessness to attain stability and self-sufficiency. The target population for HPRP is households (single individual or family unit) who need temporary assistance to regain stability. Specifically, HPRP provides mid-term rather than one-time or long-term assistance, to households who are most likely to succeed after HPRP assistance ends. The program employs a Housing First paradigm which places stable housing as the first priority in assisting individuals and families to attain stability and self-sufficiency.

In order to provide comprehensive services to clients, HPRP employs a two-tiered program structure. The first tier provides the immediate Housing First-focused assistance. The second tier is the case management-focused services to ensure that individuals and families receive the support and assistance they need in order to remain stable and self-sufficient.

The original grant expired on September 30, 2011. This Continuation and First Amendment increases the total amount of the grant award and continues and extends the original agreement term to October 31, 2012.

Funding Source:

HPRP

Amount Added by this

First Amendment:

\$ 46,446.70

Total Grant Award

Not to Exceed:

\$ 2,673,440.70

Payment Terms:

See **REVISED EXHIBIT D**

Original Agreement Term:

Start Date: 10/01/09 End Date: 9/30/11

Amended Agreement

Term:

Start Date: 10/01/11 End Date: 10/31/12

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Council Agenda: 10/23/2012

Item No.: 2.8

DRAFT – Contact the Office of the City Clerk at (408) 535-1260 or CityClerk@sanjoseca.gov for final document.

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Agency Name:	Emergency Housing Consortium dba EHC Lifebuilders	Housing Department
Address for Legal Notice:	507 Valley Way	200 E. Santa Clara St., 12 th Floor
City/State/Zip Code:	Milpitas, CA 95035	San Jose, CA 95113-1907
Attention:	Jenny Niklaus	Leslye Corsiglia, Director
Email Address:	jnicklaus@ehclifebuilders.org	
Telephone No.:	(408) 539-2113	
Taxpayer ID	94-2684272	
CITY Business License/ Tax No.:		
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

GRANTEE Contact Person:	Hilary Barroga
Title:	Director of Programs
Telephone No:	(408)539-2129
Email:	hbarroga@ehclifebuilders.org

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CITY Contact Person:	Daniel Murillo
Title:	Development Officer
Telephone No:	(408)793-4195
Email:	daniel.murillo@sanjoseca.gov

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REVISED EXHIBIT LIST: include only revised Exhibits

YES	N/A	
<input type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit A: Scope of Services and Units of Service
<input type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit B: Monitoring, Evaluation, and Reporting Requirements
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit C: Budget Summary
<input type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit D: Payments to GRANTEE and Reporting Schedule
<input type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit E: General Service Requirements (Special Grant Con)

To the extent applicable, the following grant provisions are required for this AGREEMENT. (Check all provisions that apply.)

YES	N/A	<u>REQUIRED LANGUAGE ATTACHMENT</u>
<input type="checkbox"/>	<input type="checkbox"/>	City of San Jose Funding
<input type="checkbox"/>	<input type="checkbox"/>	Federal
<input type="checkbox"/>	<input type="checkbox"/>	State
<input type="checkbox"/>	<input type="checkbox"/>	County
<input type="checkbox"/>	<input type="checkbox"/>	Other Public Agency
<input type="checkbox"/>	<input type="checkbox"/>	Private Funding Agency
<input type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act
<input type="checkbox"/>	<input type="checkbox"/>	Revised Exhibit G: Insurance

I certify that I have read and hereby consent to all the terms and provisions contained in the attached AMENDMENT, including without limitation, all exhibits.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

EMERGENCY HOUSING CONSORTIUM, a California non-profit corporation,
doing business as EHC LIFEBUILDERS

GRANTEE Signature: _____ Date: _____
Print Name: JENNY NIKLAUS
Title: Chief Executive Officer

City of San Jose, a municipal
corporation

LESLYE CORSIGLIA, Director
Housing Department _____ Date: _____

Approved as to form:
PATRICIA A. DEIGNAN
Chief Deputy City Attorney _____ Date: _____



RECITALS

WHEREAS, on September 21, 2009, CITY and GRANTEE entered into an agreement entitled City of San Jose Homeless Prevention & Rapid Re-housing Program (“Agreement”); and

WHEREAS, the term of the original Agreement has expired and CITY and GRANTEE desire to continue the term to October 31, 2012 and increase the grant award by \$46,446.70, to reimburse GRANTEE for additional expenses incurred, for a total grant award amount not to exceed \$2,673,440.70;

NOW, THEREFORE, the parties agree to continue and amend the original Agreement as follows:

SECTION 1. EXHIBIT C is amended to read as shown in REVISED EXHIBIT C, attached and incorporated into this Continuation and First Amendment.

SECTION 2. All other terms and conditions of the original Agreement not modified by this Continuation and First Amendment shall remain in full force and effect.

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REVISED EXHIBIT
BUDGET

	Year 1	Year 1	Year 2	Year 2
	Homelessness Prevention	Rapid Re-Housing	Homelessness Prevention	Rapid Re-Housing
Financial Assistance:				
Short-Term Rental Assistance	\$274,197.00	\$83,072.00	\$216,780.00	\$62,682.00
Medium-Term Rental Assistance	\$255,693.00	\$116,638.00	\$602,551.00	\$210,640.00
Security Deposits	\$5,130.00	\$45,038.00	\$10,495.00	\$19,317.00
Utility Deposits	\$182.00	\$113.00		
Utility Payments	\$9,884.00	\$2,578.00	\$14,772.00	\$3,507.00
Moving Costs		\$1,473.00		\$358.00
Hotel/Motel		\$537.00		\$186.00
Housing Relocation & Stabilization:				
Personnel	\$114,671.00	\$65,234.00	\$188,413.00	\$56,017.70
Benefits	\$22,379.00	\$13,524.00	\$37,398.00	\$10,399.00
Supplies, Outreach Materials, etc.	\$2,553.00	\$1,084.00	\$3,580.00	\$1,578.00
Occupancy	\$1,221.00	\$687.00	\$2,845.00	\$2,506.00
Mileage	\$452.00	\$764.00	\$277.00	\$228.00
Telephone	\$1,366.00	\$347.00	\$2,460.00	\$428.00
<i>Subcontractors:</i>				
Eviction Defense Legal Services	\$31,156.00		\$112,549.00	
DV Case Management Services			\$39,385.00	
Administrative Costs:				
	\$7,636.00	\$4,957.00	\$7,240.00	\$4,283.00
Totals:	\$726,520.00	\$336,046.00	\$1,238,745.00	\$372,129.70

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