

2.14 Grant Agreement with Destination: Home SV and Adoption of Appropriation Ordinance and Funding Sources Resolution Amendments.

Recommendation:

(a) Approve a Grant Agreement between Destination: Home SV and the City of San José for one year, retroactively from July 1, 2024 through June 30, 2025, by \$180,000 to expedite applications for supportive or extremely low-income housing developments.

(b) Adopt the following Appropriation Ordinance and Funding Sources Resolution amendments in the General Fund:

(1) Increase the Destination: Home SV Grant City-Wide Expenses appropriation to the Planning, Building and Code Enforcement Department by \$180,000; and

(2) Increase the estimate for Other Revenue by \$180,000.

CEQA: Not a Project, File No. PP17-004, Government Funding Mechanism, or Fiscal Activity with no commitment to a specific project which may result in a potentially significant physical impact on the environment. (Planning, Building and Code Enforcement/City Manager)



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: Chris Burton
Jim Shannon

SUBJECT: SEE BELOW

DATE: August 19, 2024

Approved

Date:

8/26/24

COUNCIL DISTRICT: Citywide

SUBJECT: Grant Agreement with Destination: Home SV and Adoption of Appropriation Ordinance and Funding Sources Resolution Amendments

RECOMMENDATION

- (a) Approve a Grant Agreement between Destination: Home SV and the City of San José for one year, retroactively from July 1, 2024 through June 30, 2025, in the total amount of \$180,000 to expedite applications for supportive or extremely low-income housing developments.
- (b) Adopt the following Appropriation Ordinance and Funding Sources Resolution amendments in the General Fund:
 - (1) Increase the Destination: Home SV Grant City-Wide Expenses appropriation to the Planning, Building and Code Enforcement Department by \$180,000; and
 - (2) Increase the estimate for Other Revenue by \$180,000.

SUMMARY AND OUTCOME

Approval of this recommendation will enable the City to retroactively accept a renewed grant award from Destination: Home SV. The grant will be used to fund a temporary Planner III position in the Planning, Building, and Code Enforcement Department with the sole purpose of expediting land use applications for supportive or extremely low-income housing development by functioning as the City project manager for these applications and also providing predevelopment services to applicants.

BACKGROUND

Destination: Home SV is a nonprofit public benefit corporation that invests in organizations and programs with key strategic initiatives to end homelessness in Santa Clara County. Destination: Home SV is a supporting organization of the Silicon Valley Community Foundation. The foundation provides administrative and office support to 13 nonprofits including Destination: Home SV.

On November 6, 2018, the City Council accepted a grant from Destination: Home SV in the amount of \$540,000 to fund a dedicated Planner I/II/III position overseeing affordable housing entitlements. The original grant period was from September 1, 2018 through June 30, 2021. The funding allowed Planning, Building, and Code Enforcement Department staff to guide affordable housing developers more effectively and efficiently through the entitlement process. Based on these results and positive feedback from the development community, Destination: Home SV agreed to a second, three-year grant from July 1, 2021 through June 30, 2024.

On July 29, 2024, the Planning Division was awarded a grant of \$180,000 from Destination: Home SV. Given the slowdown in the construction of affordable housing and diminishing funds available for permanent affordable housing, the grantor will only provide funds for one year.

ANALYSIS

The Planning Division in the Planning, Building, and Code Enforcement Department was awarded a grant to fund one temporary Planner III position for one year. Similar to the original grant, the Planner III is required by the grant agreement to be assigned solely to work on affordable multifamily housing projects that have at least 30% set aside for supportive or extremely low-income apartments. Once the grant is executed, the grant will be paid in full. Funds that are unspent by the City at the end of the grant period will be returned to Destination: Home SV.

The following data-related performance metrics will be used to evaluate the success of this grant: (1) The total number of affordable housing applications processed; (2) the average length of time to full approval for each application received; and (3) planning letter comment timeliness. These metrics and outcomes will provide the City of San José and the development community with an understanding of the barriers and/or obstacles that arise during the entitlement process.

EVALUATION AND FOLLOW-UP

No additional City Council action is expected for this grant.

COST SUMMARY/IMPLICATIONS

This program is funded by Destination: Home SV. There is no cash or in-kind match requirement with this grant. The total grant award is \$180,000 for a period of one year. The recommendations in this memorandum will recognize the grant funding and appropriate it to fund a dedicated temporary Planner III position in the Planning, Building, and Code Enforcement Department.

BUDGET REFERENCE

The table below identifies the fund and appropriations to fund the contract and grant recommended as part of this memorandum.

Fund #	Appn. #	Appropriation Name	Total Appropriation	Rec. Budget Action	2024-2025 Proposed Operating Budget Page*	Last Budget Action (Date, Ord. No.)
001	204S	Destination: Home SV Grant	\$8,405	\$180,000	779	31102 (6/18/2024)
001	R130	Other Revenue	\$9,560,067	\$180,000	205	24-269 (6/18/2024)

*The 2024-2025 Adopted Operating Budget was approved on June 11, 2024 and adopted on June 18, 2024 by the City Council.

COORDINATION

This memorandum has been coordinated with the City Attorney's Office.

PUBLIC OUTREACH

This memorandum will be posted on the City's Council Agenda website for the September 10, 2024 City Council meeting.

COMMISSION RECOMMENDATION AND INPUT

No commission recommendation or input is associated with this action.

HONORABLE MAYOR AND CITY COUNCIL

August 19, 2024

Subject: Acceptance of a Grant Agreement and Adoption of Appropriation Ordinance and Funding Sources Resolution Amendments

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CEQA

Not a Project, File No. PP17-004, Government Funding Mechanism, or Fiscal Activity with no commitment to a specific project which may result in a potentially significant physical impact on the environment.

PUBLIC SUBSIDY REPORTING

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.

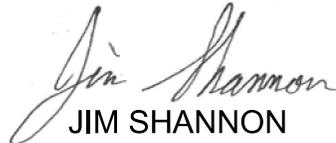
/s/

CHRIS BURTON, Director
Planning, Building, and Code Enforcement



JIM SHANNON
Budget Director

I hereby certify that there will be available funding for appropriation in the General Fund in Fiscal Year 2024-2025 monies in excess of those heretofore appropriated therefrom, said excess being at least \$180,000.



JIM SHANNON
Budget Director

For questions, please contact Ruth Cueto, Principal Planner, Planning, Building, and Code Enforcement Department, at ruth.cueto@sanjoseca.gov or (408) 535-7886.



July 29, 2024

Ruth Cueto
Principal Planner
City of San Jose
200 East Santa Clara St
3rd Flr
San Jose, CA 95113

Dear Ruth:

Congratulations, City of San Jose has been accepted to receive a grant of \$180,000.00 from Destination: Home SV, a supporting organization of Silicon Valley Community Foundation.

This grant is to fund one full-time-equivalent (1FTE) Housing Planner for one (1) year dedicated to expediting applications for permanent supportive housing (PSH) / Extremely-Low Income (ELI) housing developments. The Planner would be assigned to any 100% affordable multi-family housing project that has at least a 30% set-aside for PSH or ELI units. Housing Planner can be City employee or Contract employee/consultant.

Please sign, date, and return the attached grant agreement to the attention of the person at the address listed on the grant agreement as soon as possible. Once we receive the signed agreement, we will forward the payment to you.

On behalf of Destination: Home SV and Silicon Valley Community Foundation, we appreciate the work of your organization and are pleased to support your efforts.

Sincerely,

Nicole Taylor
President and Chief Executive Officer
Silicon Valley Community Foundation

Destination: Home SV Grant Agreement

Grant Number: 2024-344881 **Amount ("Grant"):** \$180,000.00 **Date:** July 29, 2024

Grantee Name: City of San Jose, a municipal corporation ("Grantee")

Grantee Contact: Ruth Cueto
Principal Planner
200 East Santa Clara St
San Jose, CA 95113
Email: ruth.cueto@sanjoseca.gov

Foundation Contact: Ray Bramson
Chief Operating Officer
Destination: Home SV
3180 Newberry Drive #200
San Jose, CA 95118
Phone: 408.513.8751
Email: ray@destinationhomesv.org

Grant Purpose: This grant is to fund one full-time equivalent (1 FTE) Housing Planner for one (1) year dedicated to expediting applications for permanent supportive housing (PSH) / Extremely-Low Income (ELI) housing developments. The Planner would be assigned to any 100% affordable multi-family housing project that has at least a 30% set-aside for PSH or ELI units. Housing Planner can be City employee or Contract employee/consultant.

Grant Period: July 1, 2024 to June 30, 2025

Projected Project Outcomes:

- All grant funds, and income earned on those funds, may be spent only for charitable, religious, scientific, literary or educational purposes.
- Individuals connected with this grant recommendation will receive no benefits, goods or services in exchange for this grant.
- This grant will not be used to satisfy the payment of a pre-existing pledge or other financial obligation of the fund advisor(s) or related parties.
- Grantee must be and remain a public entity at the time of signing and if and when funds are disbursed.

The Program will be evaluated by the following metrics and outcomes:

1. Total number of affordable housing applications processed.
2. Number of developments approved.
3. Number of PSH and ELI units approved.
4. Average length of time to a final determination on projects or to entitle a project once a complete application is received including time related to final environmental review and clearance, and documentation of delays caused by applicants.
5. Planning Letter Comment Timeliness - Strive to achieve first round of comments from all reviewers within 45 days of application submittal.
 - a. 85% of projects receive Planning comment letter in 45 days.
 - b. All SB 35 and AB 2162 applicants receive a letter of consistency that can serve as project approval, while staff and applicant finalize permit conditions.
6. Fire Plan Review Process for Planning applications - 100% reviewed within 25 days.

As part of implementing this work, the Grantee agrees to the following:

- Grantee shall continue to track current application processing time and number of applications processed annually for the Destination: Home Planner position.

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- Grantee shall continue a direct referral process to ensure that PSH/ELI applications are directed immediately to the PSH/ELI planner.
- Grantee shall provide quarterly updates to Destination: Home SV on all application activity, including:
 - A list of all current projects
 - number and percent of total of PSH/ELI units in each project
 - Status of each application
 - Any barriers or obstacles for approval
 - estimated time to application approval
- At the request of Destination: Home SV, or as needed, Grantee shall provide full case conferencing services with internal city departments for identified affordable housing projects and developers that are experiencing extended delays or ongoing issues with the entitlement process at a given site.
- Should the amount of PSH/ELI applications received by the City not be sufficient to fill a 40-hour work week for the Planner, the Grantee shall contact Destination: Home SV to discuss other projects or policy items the Planner will work on. All work shall contribute to the production of affordable housing. Examples could include but are not limited to work items focused on the facilitation of affordable housing in the City of San Jose Housing Crisis Workplan; processing other affordable housing entitlements that are below market rate housing, but not PSH/ELI units; and work on Zoning Code Amendments or General Plan amendments that facilitate the production of affordable housing throughout San Jose.

Grant Agreement Terms and Conditions

Payment Schedule

This grant will be paid in one (1) installment, up to the amount specified, as follows:

- \$180,000.00 due upon receipt of signed grant agreement

All payments outlined in this grant agreement are subject to available assets at Destination: Home.

Reporting Requirements

In addition to the updates noted above, Destination: Home SV requires progress reports at specified dates. Please note that future grant requests will not be considered if a grantee has failed to submit a required report. Reports must include updates on the status of all anticipated activities and outcomes listed above.

- Final Report Due: July 15, 2025

Hold Harmless

Each party (which shall include their officers, directors, trustees, employees and agents) agrees to be solely responsible for their acts of negligence and reckless acts or omissions in the performance of their obligations under this Agreement. The parties, respectively, shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees caused by it, respectively, or its respective employees for any and all such acts or omissions to the fullest extent of the law. This paragraph shall survive the termination of this Grant Agreement.

Prohibited Uses

Grantee shall not use or permit any subgrantee or independent contractor to use any portion of the funds granted:

- In a manner inconsistent with Internal Revenue Code (“IRC”) Section 501(c)(3), including:
 - Influencing the outcome of any specific candidate election for public office, including, without limitation, travel expenses, direct costs, or compensation-related expenses incurred in connection with raising funds for any candidate campaign within the meaning of IRC Section 4945(d)(2); or
 - Inducing or encouraging violations of law or public policy, or causing any private inurement or improper private benefit to occur, or taking any other action inconsistent with IRC Section 501(c)(3).
- In any attempt to influence legislation within the meaning of IRC Section 4945(d)(1).

Additionally, if the Grantee carries on propaganda, or otherwise attempts to influence legislation within the meaning of IRC Section 4945(d)(1), the Grant Funds are for a specific project grant which grant has not been earmarked to be used in an attempt to influence legislation and which grant, together with other grants by Grantor for the same project for the same year, does not exceed the amount budgeted, for the year of the grant, by Grantee for activities of the project that are not attempts to influence legislation.

Limitation of Liability

Neither Destination: Home SV nor SVCF accepts liability for any consequences, whether direct or indirect, that may come about from the Grantee’s use of the Grant or the project that is funded by the Grant, or from any withholding or reduction in the Grant. Destination: Home SV and SVCF’s entire liability is limited to the payment of the Grant.

No Agency

Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds and the manner in which such products may be disseminated. This Grant Agreement shall not create any agency relationship, partnership or joint venture between the parties, and Grantee shall make no such representation to anyone.

Intellectual Property/License Agreement

Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of the activity funded by this Grant shall remain the property of Grantee; however, Grantee shall grant a royalty-free license to Destination: Home SV to use, reprint, or distribute any such copyrighted materials for informational or

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promotional purposes which do not conflict with Grantee's purposes.

Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of the State of California excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

Record Maintenance and Inspection

Your organization must maintain records of receipts and expenditures and make your books and records available to Destination: Home SV for inspection at reasonable times. Destination: Home SV may monitor and conduct an evaluation of operations under this grant, which may include a visit by Destination: Home SV personnel to observe your organization's program, discuss the program with your organization's personnel and review financial and other records and materials connected with the activities financed by this grant.

Lobbying

Grant funds may not be used to make any grassroots or direct lobbying expenditures within the meaning of Section 501(h) of the United States Internal Revenue Code. Grant funds may not be used to influence state or local legislative or administrative action under California lobbyist disclosure or campaign finance law or local lobbyist disclosure rules.

Acknowledgement of Grant Support

Please acknowledge Destination: Home SV's support of your program in publications such as newsletters, program activity announcements and in all media coverage. We suggest you use the following wording: "This project has been made possible in part by a grant from Destination: Home SV."

By signing below, City of San Jose also acknowledges that this grant agreement constitutes the contract with Destination: Home SV detailing the purpose(s) of the grant, including what activities are supported by this grant. Please inform Destination: Home SV if there are changes in agency personnel who are important to the administration of the grant, or if the grant funds cannot be expended for the purpose or in the time period described in the agreement.

Grantee may not use the funds in any way other than as described in the agreement unless the grantee receives written permission from Destination: Home SV. Grantee shall repay to Destination: Home SV any portion of the amount granted that is not used for the purpose of this grant. If funds remain at the end of the grant period, grantee must contact Destination: Home SV staff person noted above.

Accepted on behalf of the City of San Jose by:

Signature

Printed or Typed Name

City Clerk

Title

Date

Approved as to form and legality by:

Signature

Printed or Typed Name

Senior Deputy City Attorney

Title

Date

Please sign and return all pages of the original grant agreement to Destination: Home SV.