

CITY OF STOCKTON
CDBG AGREEMENT

Agreement Number:	Amendment Number:
426000129	1

AMENDMENT

This Amendment Number One to the above referenced Agreement is entered into on _____ between the City of Stockton ("City") and Project Sentinel, Inc. ("Subrecipient").

RECITALS

Section VII(G) states that the parties may amend the Agreement in writing; and

The parties wish to amend Exhibit A, Scope of Work to include additional services for tenant-landlord counseling and dispute resolution services to educate tenants and landlords on their respective rights and responsibilities ("Additional Services"); and

The City needs to extend the term stated in Section II for Subrecipient to provide the Additional Services; and

The City needs to increase the compensation, not to exceed amount stated in Section III of the Agreement and Exhibit B, Program/Project Budget by \$215,000 to pay the Subrecipient for the Additional Services using Homeless, Housing Assistance, and Prevention ("HHAP") funds; and

Now therefore, the City and the Subrecipient mutually agree as follows:

1. The Recitals shall be updated to include the following additional language:

"Whereas City has applied for and received a grant from the State of California under the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. The HHAP program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services, and Housing Agency ("Agency").

City wishes to engage Subrecipient to provide tenant-landlord counseling and dispute resolution services to educate tenants and landlords on their respective rights and responsibilities ("Additional Services") utilizing the City's HHAP funds.

The Subrecipient's Project will support regional coordination and expand and develop local capacity to address immediate homelessness challenges.

On _____, the Stockton City Council approved resolution number _____ to award the Subrecipient the amount of \$215,000 ("Additional Funds") from its HHAP grant for the Additional Services."

2. Section I, Scope of Service, A. Activities shall be updated to include the following additional language:

HHAP Program Compliance: "The Additional Services performed by Subrecipient under this Agreement must be an eligible use consistent with HSC sections 50230 et seq., City's Standard Agreement with Agency and HHAP Program Guidance documents. Subrecipient shall comply with all of the conditions of the aforementioned documents and applicable State requirements governing the use of HHAP funds."

3. Section VIII, Administrative Requirements shall be updated to include the following additional language:

“G. HHAP Additional Services Requirements

The following requirements shall apply to the Additional Services provided under the Agreement.

1. **Records.** City and its designees shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. Subrecipient shall provide City, or its designees, with any relevant information requested. Subrecipient agrees to give City or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the HHAP Program, program documents, and this Agreement.

Subrecipient shall retain all records described above in this section for a minimum of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

2. **Financial and Performance Reports.** Subrecipient shall submit to the City quarterly financial and performance reports on a form which shall be acceptable to City for the preceding period no later than October 15th (for July 1 through September 30), January 15th (for October 1 through December 31), April 15th (for January 1 through March 31), and July 15th (for April 1 through June 30) for FY 2025-2026; and October 15th (for July 1 through September 30), January 15th (for October 1 through December 31), April 15th (for January 1 through March 31), and July 15th (for April 1 through June 30) for FY 2026-2027.

Additionally, Subrecipient shall submit a final financial and performance report, on a form acceptable to City, within 30 days of project completion or within 30 days of the effective date of termination, whichever shall first occur.

Reports shall contain any information required by the Program Documents as well as any information deemed appropriate or necessary by the City or Agency. This includes, but is not limited to, the following items listed at Health and Safety Code Section 50221(a):

(A) An ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds.

(B) The number of homeless individuals served by the program funds in that year, and a total number served in all years of the program, as well the homeless population served.

(C) The types of housing assistance provided, broken out by the number of individuals.

(D) Outcome data for an individual served through program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

Subrecipient shall, at the request of City, timely supplement any report with information deemed appropriate or necessary by City.

3. HHAP Special Terms and Conditions, Homeless Management Information Systems (HMIS).

Subrecipient shall:

A. The Subrecipient must ensure that data on all persons served and all activities assisted under HHAP are entered into the applicable communitywide HMIS in the area in which those persons and activities are located, or with the express knowledge and written consent of the City, a comparable database, in accordance with HUD's standards on participation, data collection, and reporting under a

local HMIS. Required data elements are the Universal Data Elements (Items 3.01–3.917) and the Common Data Elements (Items 4.02–4.20 and Item W5 of the Individual Federal Partner Program Elements) drawn from the HUD HMIS Data Standards.

B. HMIS Agency Agreement. The Subrecipient shall have an agreement in place with the HMIS lead agency to participate in the regionally established HMIS system. A copy of the Subrecipient agreement with the HMIS lead agency shall be delivered to the City. In the case of Domestic Violence service providers or other agencies prohibited from entering data into HMIS, documentation from the HMIS lead agency certifying that the Subrecipient is using a comparable database shall be delivered to the City. The "HMIS lead agency" is Central Valley Low Income Housing Corporation ("CVLIHC"), which is located at 2431 W. March Lane, #350, Stockton, California 95207 (209-472-7200).

C. HMIS Interagency Data Sharing Agreement. The Subrecipient shall enter into an interagency Data Sharing Agreement with the HMIS Lead Agency where the Subrecipient agrees to share HMIS data with other agencies regarding clients that are served in HHAP funded programs, unless prohibited by law. A copy of such agreement shall be delivered to the City.

D. HMIS Data Input. Subrecipient must enter data directly into the HMIS system, and adhere to all implementation guidelines developed under the Continuum of Care, HMIS. Participation includes, but is not limited to, the input of all programmatic and client data, the generation of all mandated monthly, quarterly and close-out reports. Subrecipient must input client data no more than forty-eight (48) hours after date of program entry. Services rendered to clients must be entered into HIMS within forty-eight (48) hours from date of services. All clients who exit the program must have updated status in HIMS within forty-eight (48) hours of actual exit date. Failure to meet the above Data Input requirements may constitute a violation of the terms and conditions of this Agreement.

E. Coordination with Continuum of Care. Subrecipient must work with the Continuum of Care ("CoC") to ensure the screening, assessment, and referral of program participants are consistent with the City's written standards for providing assistance as described in its Consolidated Plan. The Subrecipient must keep documentation evidencing the use of, and written intake procedures for, the centralized or coordinated assessment system(s) developed by the CoC in accordance with the requirements established by HUD. See 24 CFR § 578.103.

F. Other Requirements. Subrecipient shall:

i. Perform all work in accordance with federal, state, and local housing and building codes, as applicable.

ii. Maintain at least the minimum state-required worker's compensation for those employees who will perform the work or any part of it.

iii. Maintain, as required by law, unemployment insurance and disability insurance in an amount that is reasonable to compensate any person who may be injured or damaged in the performance of the work or any part of it."

4. The termination date in Section II of the Agreement is amended to: June 30, 2027.

5. The not to exceed amount stated in Section III of the Agreement shall be increased to \$215,000.00. Additionally, Exhibit B, Program/Project Budget of the Agreement shall be superseded and replaced by the attached Exhibit B.

6. Exhibit A, Scope of Work shall be superseded and replaced by the attached Exhibit A.

7. All other terms and conditions of the Agreement shall remain unchanged and remain in full force and effect unless modified by a written amendment signed by both parties.

IN WITNESS WHEREOF, the authorized parties have executed this Agreement.

SUBRECIPIENT

Project Sentinel, Inc.

Subrecipient's Name (if other than an individual, state whether a corporation, partnership, etc.):

Authorized Signature

Date

Carol Conn, Executive Director

Printed Name and Title of Person Signing

1490 El Camino Real, Santa Clara, CA 95050

Address

CITY OF STOCKTON

Johnny Ford, City Manager

Date

ATTEST:

Katherine Roland, CMC, CPMC, City Clerk

APPROVED AS TO FORM:

Taryn Jones, Acting City Attorney

BY:

EXHIBIT A
Scope of Work/Services and Deliverables

FY: 2025-2027

Agency Name: Project Sentinel

Program Name: Fair Housing and Tenant Landlord Services

Amount of Contract: \$415,000

General Scope/Services:

- A. Provide comprehensive Fair Housing enforcement services:** investigate housing discrimination complaints based on state/federal protected classes. Refer discrimination cases to respective agencies if case is not resolved through education/mediation services. Assist residents experiencing conflicts with their landlords, and provide mediation to prevent eviction and homelessness.
- B. Audits and Testing:** Conduct proactive housing discrimination audits and testing to prevent housing discrimination.
- C. Education & Information & Referral:** Conduct client intake for all calls related to fair housing and/or discrimination. Provide fair housing community education presentations, outreach and referrals. In the delivery and provision of education and outreach services, Subrecipient shall engage and/or provide informational presentations to local stakeholder groups and government agencies. These include but are not limited to community based organizations such as:
 - i. Non-profit groups:** Stockton 209 Cares, NAACP Stockton Branch, Family Resource Center, Women's Center for Youth and Families, San Joaquin County PRIDE, United Way of San Joaquin County, PREVAIL, Children's Home of Stockton, Friends Outside, CVLIHC, Parents by Choice, among others.
 - ii. Affordable Housing Developers:** Housing Authority of the County of San Joaquin (HACSJ), Visionary Home Builders, CVLIHC, STAND, among others.
 - iii. Fair Housing Stakeholders:** Coordinate with City for specific engagement plan with San Joaquin Fair Housing and California Rural Legal Assistance (CRLA).
 - iv. Government Agencies:** Informational Presentations to the Community Development Committee (CDC), Stockton City Council, San Joaquin County Continuum of Care (CoC), and other government agencies as needed.

Subrecipient shall track all instances of engagement with local stakeholder groups in the planning and delivery of the services and report to City on a quarterly basis.

2025-2026 Deliverables:

- **Education/Info & Referral:** Provide 75 callers Intake and Referral and/or Counseling – Conduct client intake through calls and email inquiries related to fair housing and/or discrimination to determine the need for counseling and/or investigation to residents of Stockton. If applicable, intake Counselors will gather relevant documents, collect income and demographic information, and relevant correspondence.
- **Investigations:** Conduct 8 complaint investigations (from which an enforcement action may be filed with HUD or CRD, if appropriate)
- **Education/Outreach:** Provide 6 Public Education Workshops/Presentations/Events
- **Audits:** Conduct 4 audits to determine prima facie discriminatory practices occurring within the City of Stockton
- **Education/Outreach:** Distribute 500 City of Stockton-branded, fair housing printed brochures
- **Education/Outreach:** Provide 1 Annual Property Provider Fair Housing training
- **Education/Outreach:** Provide 1 Fair Housing Training for staff at a community-based organization

2026-2027 Deliverables:

- Fair Housing Activities
 - **Education/Info & Referral:** Provide 83 callers Intake and Referral and/or Counseling – Conduct client intake through calls and email inquiries related to fair housing and/or discrimination to determine the need for counseling and/or investigation to residents of Stockton. If applicable, intake Counselors will gather relevant documents, collect income and demographic information, and relevant correspondence.
 - **Investigations:** Conduct 9 complaint investigations (from which an enforcement action may be filed with HUD or CRD, if appropriate)
 - **Education/Outreach:**
 - Provide 7 Public Education Workshops/Presentations/Events
 - Audits: Conduct 5 audits to determine prima facie discriminatory practices occurring within the City of Stockton
 - Distribute 550 City of Stockton-branded, fair housing printed brochures
 - Provide 1 Annual Property Provider Fair Housing training
 - Provide 1 Fair Housing Training for staff at a community-based organization
- **Tenant Landlord Activities:**
 - **Staffing:** Hire one full-time Bilingual Conflict Resolution Specialist
 - **Counseling:** Open up to 100 cases for extensive counseling and dispute resolution (conciliation/mediation) to resolve conflicts that could lead to eviction.
 - **Education/ Outreach:**
 - Field 1,100 information and referral inquiries for callers to be educated about rights and responsibilities under tenant-landlord rules and laws with priority given to those at risk of homelessness; referrals to relevant government and social service resources.
 - Providing 10 Educational Presentations (Spanish/English) to educate the community on tenant protections and landlord obligations, which will include trainings of the same for staff at local community based organizations, Code Enforcement, Housing Authority, etc.
 - Distribute 1,000 brochures within the City.
 - Produce, post, and circulate by mail, 2 postcards campaigns to educate tenants and landlords, and raise awareness of the Program.

EXHIBIT B**Program/Project Budget****Tenant Landlord Services**

	<u>January 1, 2026 - June 30, 2027</u>
Personnel	
Executive Director	\$13,230.36
Tenant Landlord Dispute Resolution Director	\$20,835.36
Stockton Conflict Resolution Specialist (Bi-Lingual Spanish)	\$98,280.00
Communications Outreach Strategist	\$11,905.92
Total Salaries	\$144,251.64
Payroll Taxes/SUI/WC/Benefits	\$24,522.78
Total Personnel	\$168,774.42
Operating Costs	
Mileage/Travel @ .70/mile	\$1,366.94
Supplies	\$900.00
Printing (brochures, flyers, postcard mailers)	\$5,271.00
Communications	\$2,000.00
Equipment	\$2,500.00
Total Operating	\$12,037.94
Indirect Cost - 23.7% of Salaries	\$34,187.64
Total Budget	\$215,000.00