

**Destination: Home SV Grant  
Agreement**

**Grantor:** **Destination: Home SV, a California Corporation**

**Grant Numbers:** 2021-236372  
2021-236576  
2021-236577

**Amount:** up to \$540,000.00

**Date:** August 18, 2021

**Grantee Name:** **City of San José, a municipal corporation**

**Grantee Contact:**

Mr. Michael Brilliot  
Deputy Director  
City of San José  
200 East Santa Clara Street  
San José, CA 95113  
Phone: (408) 535-7831  
Email: [michael.brilliot@sanjoseca.gov](mailto:michael.brilliot@sanjoseca.gov)

**Grantor Contact:**

Neesha Kharva  
Donor Services Associate - International Grants Silicon  
Valley Community Foundation  
2440 West El Camino Real, Suite 300  
Mountain View, CA 94040-1498  
Phone: 650.450.5400 Fax: 650.450.5401  
Email: [nkharva@siliconvalleycf.org](mailto:nkharva@siliconvalleycf.org)

**Grant Purpose:**

To fund a Housing Planner (1 FTE) for up to three years 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, 2021 to June 30, 2024

**Grant Outcomes and Metrics:**

- 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.
  1. The Program will be evaluated by the following metrics and outcomes:
    - a. Total number of affordable housing applications processed.
    - b. Number of developments approved.
    - c. Number of PSH and ELI units approved.
  2. 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.
  3. Planning Letter Comment Timeliness - Strive to achieve first round of comments from all reviewers within 45 days of application submittal.
    - a. 85% of projects to receive Planning comment letter in 45 days.
    - b. All SB 35 and AB 2162 applicants to receive a letter of consistency that can serve as project approval, while staff and applicant finalize permit conditions.
  4. Fire Plan Review Process for Planning applications- 100% reviewed within 25 days.
- As part of implementing this work, the Grantee agrees to the following:
  1. Grantee shall continue to track current application processing time and number of applications processed annually for the Destination Home Planner position.
  2. Grantee shall continue a direct referral process to ensure that PSH/ELI applications are directed immediately to the PSH/ELI Planner.
  3. 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.
  4. 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
  5. 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 José 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 José.

**Reporting Requirements:**

In addition to the project updates noted above, Destination: Home SV requires reporting at specified dates. Please note that future grant requests will not be considered if a grantee has failed to submit a required report and future payments will not be made until the completion and satisfactory review of the report.

- Report 1 Due: July 15, 2022
- Report 2 Due: July 15, 2023
- Final Report Due: July 15, 2024

**Payment Schedule:**

As shown below, this grant will be paid in three installments, up to the amount specified, at the end of the grant period upon verification of the special conditions. All payments outlined in this grant agreement are subject to available assets at Destination: Home. Every effort will be made to disburse payment within 10 business days of submission and receipt of complete report.

- Payment 1: \$180,000.00 upon receipt of signed grant agreement
- Payment 2: Up to \$180,000.00 upon receipt of and approval of Report 1
- Payment 3: Up to \$180,000.00 upon receipt and approval of Report 2

**Hold Harmless:**

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the other Party, its Officers, Directors, Trustees, employees and agents from and against any and all third-Party claims, liabilities, losses and expenses directly, indirectly, wholly or partially arising from or in connection with an alleged breach of this Agreement by, or an alleged negligent act or omission of, the indemnifying Party, its Officers, Directors, Trustees, employees, agents or independent contractors in performing its obligations under this Agreement, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any alleged grossly negligent, reckless or unlawful act or omission of the indemnified Party, its Officers, Directors, Trustees, employees, or agents. the Destination: Home SV accepts no 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. the Destination: Home SV's entire liability is limited to the payment amount of the Grant. This paragraph shall survive the termination of this Agreement.

**Governing Law:**

This agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

**Termination**

Excepting termination by Grantor for cessation of funding pursuant to "Payment Schedule" section above, this Grant Agreement may be terminated by either Party upon 30 days prior written notice to the other Party. Upon termination, Grantee shall provide Grantor with its report completed to the date of termination and Grantor shall provide Grantee with the pro-rata payment through the date of termination.

**Acknowledgement of Grant Support:**

Please acknowledge the 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 the Destination: Home SV, a supporting organization of Silicon Valley Community Foundation."

By signing below City of San José acknowledges that this grant agreement is a contract with the Destination: Home SV for the purposes stated in the agreement. Please inform us 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 this agreement. Grantee may not use the funds in any way other than as described in this agreement unless the grantee receives written permission from the community foundation. Grantee shall repay to the 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 the community foundation staff person noted above.

**Accepted on behalf of City of San José by:**

\_\_\_\_\_  
**Signature**  
*(Must be signed by authorized signer or representative)*

\_\_\_\_\_  
**Printed or Typed Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**

Approved as to form and legality:

By: \_\_\_\_\_  
Chief Deputy City Attorney

Name: \_\_\_\_\_

Please sign and return all pages of the original grant agreement to the address above.



The Destination: Home SV  
Report Guidelines

Destination: Home SV wants to learn from you about your progress on the program funded by the community foundation. The following questions are intended to help you capture your experience -- experience that can inform your work, and our grantmaking, as well. Please be as candid, reflective and succinct as possible. We are equally interested in hearing about your successes as well as your challenges, difficulties and even failures.

Your interim reports are due on July 15, 2022 and July 15, 2023. Your final report is due on July 15, 2024. Please note that your grant agreement advises you that a final report is required by the Destination: Home SV, and that future grants will not be considered if a grantee has failed to submit a required report.

Please complete the section below and incorporate the questions on the next page into the body of your report.

**Grantee Name:** City of San José  
**Grant Amount:** \$540,000.00  
**Grant Period:** July 1, 2021 to June 30, 2024

**Person completing this report:** \_\_\_\_\_ (Name, Title, Phone)

**Purpose of the Grant:**

To fund a Housing Planner (1 FTE) for up to three years dedicated to expediting applications for supportive/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 supportive or ELI units. Housing Planner can be City employee or Contract employee.

1. Describe the project funded by the community foundation. What activities were conducted or services provided?
2. Describe the type and number of people you served.
3. Assess your organization's success in meeting the goals of the project.
4. Did you face any challenges completing your goals?
5. Please describe the program's strengths and weaknesses. Were there any unexpected outcomes, positive or otherwise? What have you learned in the course of this project?

6. What is the future of your project? Has it ended? Is it ongoing? If so, how will it be funded? Have you identified the sources of funding to ensure its continuation?

7. Please add any additional comments or information you think we should have to assess your project's impact on the community.

8. Required attachments:

\_\_\_\_\_ A detailed income and expense statement for your project that identifies primary sources of support.

\_\_\_\_\_ Copies of any publicity or press coverage about the project.

\_\_\_\_\_ Any supplementary material you believe might interest the community foundation.

\_\_\_\_\_  
Signature of Executive Director or President

\_\_\_\_\_  
Date

Please return report to:

[grantsadmin@siliconvalleycf.org](mailto:grantsadmin@siliconvalleycf.org) OR

Attn: Grants Admin Unit

Silicon Valley Community Foundation 2440

West El Camino Real, Suite 300 Mountain

View, CA 94040-1498

If you have any questions about completing this report, please do not hesitate to contact community foundation staff at 650.450.5400.