

**FIRST AMENDMENT TO THE  
NSP2 CONSORTIUM FUNDING AGREEMENT**

THIS FIRST AMENDMENT TO THE NSP2 CONSORTIUM FUNDING AGREEMENT ("First Amendment") is made and entered into as of this 1<sup>st</sup> day of October, 2011, by and between the **Neighborhood Housing Services Silicon Valley**, a California nonprofit public benefit corporation ("NHSSV" or "Consortium Member 2"), and the **Housing Trust of Santa Clara County**, a California nonprofit public benefit corporation ("HTSCC" or "Lead Member").

**RECITALS**

**WHEREAS**, in July 2009, NHSSV, along with the Housing Trust of Santa Clara County ("HTSCC") and the City of San Jose ("CSJ"), entered into a consortium agreement to form the the San José NSP2 Consortium ("Consortium") and the Consortium, with HTSCC as the lead member, submitted a \$25 million request for Neighborhood Stabilization Program 2 ("NSP2") funds under the San José NSP2 Consortium ("Consortium") with HTSCC as the lead member; and

**WHEREAS**, on January 14, 2010, the United States Department of Housing and Urban Development ("HUD") announced that San José was one of 56 recipients of NSP2 funding, and the Consortium was awarded \$25 million to implement various NSP2 activities; and

**WHEREAS**, on April 7, 2010, the NHSSV entered into the a Consortium Funding Agreement ("Agreement") with HTSCC to provide the NHSSV with NSP2 funding to assist the Lead Member in using such funds in accordance with the Notice of Funding Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act of 2009 (Notice FR-5321-N-01); and

**WHEREAS**, NHSSV and HTSCC desire to amend the Agreement as set forth below.

**AGREEMENT**

1. Section I.A. of the Agreement is amended to read as follows:

I. **SCOPE OF SERVICE**

A. **Activities**

The Consortium Member 2 will be responsible for administering NSP2 activities in a manner satisfactory to the Lead Member and consistent with all standards required as a condition of providing these funds. Such program will include the following uses and corresponding CDBG activities eligible under NSP2 [as listed in the Notice of Funding Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act of 2009 (Notice FR-5321-N-01, published May 5, 2009), the Notice of Fund Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act of 2009; Correction (Notice FR-5321-C-02, published June 11, 2009), and the Notice of Fund Availability for the Neighborhood Stabilization Program 2 under the American Recovery and Reinvestment Act of 2009; Correction (Notice FR-5321-C-03, published November 9, 2009) and any subsequent published amendments (the NSP2 NOFA):

**Administration**

Activity #1      Marketing & Outreach Activities: NHSSV will engage in eligible outreach and marketing activities, as requested, to assist the Lead Member and Consortium Member 1, to educate and/or conduct eligibility screening of potential homebuyers to participate in

the Purchase Assistance Loan (PAL) Program and/or the San Jose Dream Home Program (SJDHP). Eligible marketing and outreach activities include 1) developing NSP2 outreach and marketing materials to educate the general public of available homebuyer assistance and rehabbed homes through the NSP2 programs; 2) developing, facilitating and attending Homebuyer Workshops to explain NSP2 Programs; 3) conducting eligibility screening sessions with potential homebuyers to increase participation in the NSP2 Programs; 4) assisting potential homebuyers with completing required applications for the NSP2 Programs; and 5) attending community meetings to educate the general public of available homebuyer assistance and rehabbed homes through the NSP2 Programs.

Activity #2 Grant Management: NHSSV will participate in scheduled NSP2 Steering Committee Meetings to assist with the management and oversight of NSP2 Eligible Activities outlined in the Action Plan and will provide monthly progress and fiscal reports on Activities #1 & #2 as stated in this First Amendment. Administrative Activities include program management, compliance and monitoring, financial management, and reporting.

2. Section I.D. of the Agreement is amended to read as follows:

D. Staffing

The Consortium Member 2 will provide the necessary staffing to effectively perform Activity #1 & Activity #2 as stated in Section I.A. of this First Admendment.

3. Section III of the Agreement is amended to read as follows:

**III. BUDGET**

Activity #1 & Activity #2	\$60,000.00
<b>TOTAL</b>	<b>\$60,000.00</b>

4. This First Amendment may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same amendment.

5. Except as otherwise modified by this First Amendment, the terms of the Agreement shall remain in full force and effect.

6. This First Amendment is governed by and construed in accordance with the laws of the State of California.

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IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first written above.

**Neighborhood Housing Services Silicon Valley**

By:   
Matthew Huerta  
Executive Director

**Housing Trust of Santa Clara County**

By:   
Kevin Zwick  
Executive Director