

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

THIS SECOND AMENDMENT TO THE NSP2 CONSORTIUM FUNDING AGREEMENT (Second Amendment) is made and entered into this 27th day of August, 2012, by and between **The Housing Trust of Santa Clara County**, a California nonprofit public benefit corporation (herein called "HTSCC" or "Lead Member") and **Neighborhood Housing Services Silicon Valley**, a California nonprofit public benefit corporation (herein called "NHSSV" or "Consortium Member 2").

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 San Jose 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 Jose NSP2 Consortium; and

WHEREAS, on January 14, 2010, the United States Department of Housing and Urban Development ("HUD") announced that San Jose 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, NHSSV entered into a Consortium Funding Agreement (Agreement") with HTSCC to provide the NHSSV funding to assist HTSCC in the program implementation and execution activities 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, on October 1, 2011, NHSSV entered into a First Amendment to the NSP2 Consortium Funding Agreement with HTSCC to amend the Section I.A, Scope of Services-Activities to revise Activity 1 and 2.

WHEREAS, NHSSV and HTSCC desire to amend the Agreement retroactive to July 1, 2012, as amended and as set forth below.

NOW, THEREFORE, it is agreed between the parties hereto that;

1. Section I.A. Activity #1 and Section I.C. of the Agreement, and as amended under the First Amendment, is to read as follows:

I. SCOPE OF SERVICE

A. Activities

Administration

Activity #1 **Marketing and Outreach Activities:** NHSSV will engage in eligible outreach and marketing activities, including by not limited to: 1) Active participation and support to the NSP2 Marketing and Outreach Committee; 2) Assist in the development of NSP2 marketing and outreach materials to educate the general

public of available homebuyer assistance and rehabilitated homes through the NSP2 programs; 3) provide 8-hour HUD-approved Homebuyer Education classes as required under the NSP2 regulations and requirements; and 4) track by survey, eligible NSP2 participants; 5) provide monthly updates on Homebuyer Education class NSP2 participation and interest.

Activity #2 Post-Purchase Survey:
Develop and administer a post-purchase survey and report on outcomes of homebuyer and tenant impact, and neighborhood stabilization.

C. Levels of Accomplishments - Goals and Performance Measures

The Consortium must comply with the NSP2 performance reporting requirements as described in the NSP2 NOFA and any additional reporting requirements announced by HUD at any time during the duration of this agreement. The Lead Member will be responsible for reporting on behalf of the Consortium Member 2.

The accomplishments for each activity must include such measures as number of households referred by PAL or Dream Home activities to measure interest, and the number of NSP2-referred clients that attended and completed the class.

The Consortium Member 2 agrees to implement the following:

Activity

1. NSP Homebuyer Education Classes	One (1) per month until program objectives are met
2. Post-Purchase Survey	Development: Due October 31, 2012 Administration: Due January 31, 2013 Reporting: 1 st Report due March 30, 2013 and quarterly thereafter until program close-out

2. This Second 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.

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

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

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

Neighborhood Housing Services Silicon Valley

By  _____
Matt Huerta, Executive Director

Housing Trust of Santa Clara County

By  _____
Kevin Zwick, Executive Director