

**CITY OF SAN JOSE
HOUSING DEPARTMENT
CONTINUATION AND FIFTH AMENDMENT TO GENERAL FUND GRANT
AGREEMENT**

SUMMARY PAGE

Grant Type:	General Fund	Contract No.:	GF-17-017E
			GF-17-017D
			GF-17-017C
			GF-17-017B
			GF-17-017A
		Original Contract No.	GF-17-017

Grantee: San Jose State University Research Foundation

Project: CommUniverCity: Community Services Program

Description:

Continuation and Fifth Amendment to Agreement between CITY and GRANTEE to continue and extend the term, increase the Grant Award, and amend the scope of services, performance measures, and budget through Grant Year 2021- 2022.

CommUniverCity works in collaboration with community members to improve the quality of life in low-income downtown neighborhoods, and identify community strengths and needs, and addresses these by providing: educational activities to school students and gardening, nutrition, and sustainable living workshops to residents of low-income neighborhoods. These activities and services are delivered at various community sites that include public schools and community centers in Council District 3 of the City of San Jose.

On January 22, 2021, CITY and GRANTEE entered into that certain Continuation and Fourth Amendment to City of San José Housing Department General Funds Grant Agreement for CommUniverCity: Community Services Program through September 30, 2021.

On June 22, 2021, CITY approved funding to GRANTEE for a one-year term expiring September 30, 2022. The Parties desire to continue and extend the term through September 30, 2022.

Funding Source(s):	<u>General Fund (GF)</u>
Fifth Amended Amount for Grant Year 2021-2022:	<u>\$105,000</u>
Fourth Amended Amount for Grant Year 2020-2021:	<u>\$100,000</u>
Third Amended Amount for Grant Year 2019-2020:	<u>\$-35,000</u>
Second Amended Amount for Grant Year 2019-2020:	<u>\$135,000</u>
First Amended Amount for Grant Year 2018-2019:	<u>\$100,000</u>
Original Amount for Grant Year 2017-2018:	<u>\$125,000</u>
Total Grant Award Not to Exceed:	<u>\$530,000</u>

Payment Terms: See **EXHIBIT D**

Resolution/Authority: City Council Agenda: 10/19/21- Resolution No. 30682- Appropriation: 2058

Fifth Amended Agreement Term:	Start Date: <u>10/01/2021</u>	End Date: <u>09/30/2022</u>
Fourth Amended Agreement Term:	Start Date: <u>10/01/2020</u>	End Date: <u>09/30/2021</u>
Third Amended Agreement Term:	Start Date: <u>10/01/2019</u>	End Date: <u>09/30/2020</u>
Second Amended Agreement Term:	Start Date: <u>10/01/2019</u>	End Date: <u>09/30/2020</u>
First Amended Agreement Term:	Start Date: <u>10/01/2018</u>	End Date: <u>09/30/2019</u>
Original Agreement Term:	Start Date: <u>10/01/2017</u>	End Date: <u>09/30/2018</u>

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Name:	San Jose State University Research Foundation	Housing Department
Address for Legal Notice:	210 N. Fourth Street, 4 th Floor San Jose, CA 95112-5569	200 E. Santa Clara St., 12 th Floor San Jose, CA 95113-1907
Attention:	Andrew Exner, Executive Director	Jacky Morales-Ferrand, Director
Email Address:	research-foundation- osp@sjsu.edu	Jacky. Morales- Ferrand@sanjoseca.gov
Telephone No.:	408-924-1434	408-535-3855
Taxpayer ID:	94-6017638	
DUNS No.:	056820715	
Type of Entity:	501 (c) 3 – public benefit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contract Manager:	Katherine Cushing, Ph.D.
Title:	Project Director
Telephone No:	408-924-6251
Email:	katherine.cushing@sjsu.edu

CITY Contact Person:	Luisa Galdamez
Title:	Grant Analyst
Telephone No:	408-535-8357
Email:	Luisa.galdamez@sanjoseca.gov

REVISED EXHIBIT LIST: include only Exhibits revised by this amendment**YES** **N/A**

- Fifth Revised Exhibit A: Scope of Services
 Fifth Revised Exhibit B: Performance Measures
 Fifth Revised Exhibit C: Budget Summary

- Revised Exhibit D: Payments to Grantee
- Revised Exhibit E: General Grant Conditions
- Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act
- Revised Exhibit G: Insurance
- Revised Exhibit H: Federal Guidelines For Minority-Owned and Women-Owned Business Enterprises (MBE/WBE)
- Fourth Revised Exhibit I: Retroactive Services

To the extent applicable, the following grant provisions are required for this amendment.
(Check all provisions that apply.)

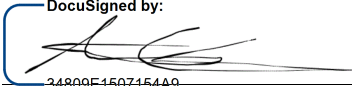
REQUIRED LANGUAGE ATTACHMENT

- | YES | N/A | |
|-------------------------------------|-------------------------------------|--------------------------|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | City of San José Funding |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Federal |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | State |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | County |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Other Public Agency |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Private Funding Agency |

I certify that I have read and hereby consent to all the terms and provisions contained in the attached FIFTH AMENDMENT, including without limitation, all exhibits. Said FIFTH AMENDMENT is hereby incorporated.

WITNESS THE EXECUTION HEREOF upon execution by CITY.

SAN JOSE STATE UNIVERSITY RESEARCH FOUNDATION, a California nonprofit public benefit corporation.

GRANTEE Signature:  Date: 11/3/2021
Print Name: Andrew Exner
Title: Executive Director

[Signatures Continue on Following Page.]

CITY OF SAN JOSE, a California municipal corporation

× Jacky Morales-Ferrand
Jacky Morales-Ferrand (11/17/2021)
Email: jacky.morales-ferrand@sanjoseca.gov

Date: _____

JACKY MORALES-FERRAND
Director of Housing Department

Approved as to form:
RENÉ ALEJANDRO
ORTEGA,
Senior Deputy City
Attorney

× Rene Alejandro Ortega
Rene Ortega (11/17/2021)
Email: rene.ortega@sanjoseca.gov

Date: _____

CONTINUATION AND FIFTH AMENDMENT TO CITY OF SAN JOSE
HOUSING DEPARTMENT GENERAL FUND GRANT AGREEMENT
(CommUniverCity: Community Services Program)

This CONTINUATION AND FIFTH AMENDMENT TO GENERAL FUND GRANT AGREEMENT FOR COMMUNIVERCITY: COMMUNITY SERVICES PROGRAM (“FIFTH AMENDMENT”), is made and entered into upon the date of execution by CITY, by and between the **CITY OF SAN JOSE**, a California municipal corporation (“CITY”), and **SAN JOSE STATE UNIVERSITY RESEARCH FOUNDATION**, a California nonprofit public benefit corporation (“GRANTEE”). All capitalized terms used but not defined herein shall have the meaning provided in the AMENDED AGREEMENT (as hereinafter defined). For the purposes of this FIFTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on January 29, 2018, CITY and GRANTEE entered into that certain agreement titled City of San José Housing Department Grant Agreement for a grant of \$125,000 in General Fund (“GF”) to support GRANTEE’s CommUniverCity: Community Services Program retroactive from October 1, 2017 through September 30, 2018 (“AGREEMENT”); and

WHEREAS, on December 6, 2018, CITY and GRANTEE entered into that certain first amendment to the AGREEMENT (“FIRST AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from October 1, 2018 through September 30, 2019, increase the Grant Award by \$100,000 in General Funds for a total Grant Award not to exceed \$225,000, and amend the scope of services, performance measures, and budget summary for Grant Year 2018-2019; and

WHEREAS, on December 17, 2019, CITY and GRANTEE entered into that certain second amendment to the AGREEMENT (“SECOND AMENDMENT”) to continue and extend the term of the AGREEMENT retroactive from October 1, 2019 through September 30, 2020, increase the Grant Award by \$135,000 in General Funds for a total Grant Award not to exceed \$360,000, and amend the scope of services, performance measures, and budget summary for Grant Year 2019-2020; and

WHEREAS, on June 16, 2020, CITY and GRANTEE entered into that certain third amendment to the AGREEMENT (“THIRD AMENDMENT”) to decrease the Grant Award by \$35,000 in General Funds for a total Grant Award not to exceed \$325,000 and amend the scope of services, performance measures and budget summary for Grant Year 2019-2020; and

WHEREAS, on January 22, 2021, CITY and GRANTEE entered into that certain fourth amendment to the AGREEMENT (“FOURTH AMENDMENT”) to continue and extend

the term of the AGREEMENT retroactive from October 1, 2020 through September 30, 2021, increase the Grant Award by \$100,000 in General Funds for a total Grant Award not to exceed \$425,000, and amend the scope of services, performance measures, and budget summary for Grant Year 2020-2021; and

WHEREAS, the AGREEMENT, as amended by the FIRST AMENDMENT, SECOND AMENDMENT, THIRD AMENDMENT, and FOURTH AMENDMENT, shall be referred to as the “AMENDED AGREEMENT”; and

WHEREAS, pursuant to Section 13 of the AGREEMENT, CITY and GRANTEE desire to further amend the AMENDED AGREEMENT to continue and extend the term of the AGREEMENT retroactive from October 1, 2021 through September 30, 2022, increase the Grant Award by \$105,000 in General Funds for a total Grant Award not to exceed \$530,000, and amend the scope of services, performance measures, and budget summary for Grant Year 2021-2022 and

WHEREAS, it is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this FIFTH AMENDMENT in anticipation of its execution; and

WHEREAS, CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of this continued AMENDED AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to October 1, 2021.

NOW, THEREFORE, the Parties agree to further amend the AGREEMENT as follows:

1. Extension of Term. The term of the AGREEMENT under Section 2 is hereby continued and extended retroactive from October 1, 2021 through September 30, 2022.
2. Increase Funding. The Grant Award is hereby increased by the amount of One Hundred Five Thousand Dollars (\$105,000) of General Fund funds for a total Grant Award not to exceed \$530,000.
3. Scope of Services. FIFTH REVISED EXHIBIT A, attached hereto, is hereby appended to FOURTH REVISED EXHIBIT A to the AGREEMENT.
4. Performance Measures. FIFTH REVISED EXHIBIT B, attached hereto, is hereby appended to FOURTH EXHIBIT B to the AGREEMENT.
5. Budget Summary. FIFTH REVISED EXHIBIT C, attached hereto, is hereby appended to FOURTH REVISED EXHIBIT C to the AGREEMENT.
6. Retroactive Services. FOURTH REVISED EXHIBIT I, attached hereto, is hereby appended to THRID REVISED EXHIBIT I to the AGREEMENT.

7. No Other Amendments. CITY and GRANTEE acknowledge and agree that the AMENDED AGREEMENT, as further amended by this FIFTH AMENDMENT, constitutes the entire agreement by and between CITY and GRANTEE relating to the grant of CITY General Fund funds, and supersedes any and all other agreements written or oral between the Parties.
8. Exhibits. All exhibits attached hereto are incorporated herein by reference.
9. Reaffirmation. In the event of an inconsistency between this FIFTH AMENDMENT and the AMENDED AGREEMENT, the terms and conditions of this FIFTH AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the AMENDED AGREEMENT not changed, amended, or modified by this FIFTH AMENDMENT shall remain in full force and effect.
10. Counterparts. This FIFTH AMENDMENT may be executed in any number of separate counterparts and by each party in separate counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which together shall constitute one and the same instrument.

Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

11. Governing Law. This FIFTH AMENDMENT shall be governed by and construed in accordance with the laws of the State of California.

EXHIBIT A
SCOPE OF SERVICES
10/1/2021-09/30/22

1.01 Project.

GRANTEE shall implement the CommUniverCity: Community Services Program (“Project”). The primary purpose of the Project is to improve the quality of life in low-income downtown neighborhoods, identify community strengths and needs, and address these by providing: Educational activities to school students and gardening, nutrition, and sustainable living workshops to residents of low-income neighborhoods. These activities and services are delivered at various community sites that include public schools and community centers in Council District 3 of the City of San Jose.

1.02 Project Area.

The Project Area shall be the City of San José.

1.03 Location of Project.

Unless otherwise indicated, the Grant Services specified below will be offered at the following locations or be web-based (in order to maintain the health and safety of program participants during the COVID-19 pandemic):

Site Name	Site Address
San Jose Unified School District Schools:	
Anne Darling Elementary School	333 North 33 rd St., San Jose, CA 95133
Downtown College Prep	1402 Monterey Hwy., San Jose, CA 95110
Empire Gardens Elementary School	1060 E. Empire St., San Jose, CA 95112
Gardner Elementary School	502 Illinois Ave., San Jose, CA 95125
Grant Elementary School	470 Jackson St., San Jose, CA 95112
Horace Mann Elementary School	55 N, 7th St., San Jose, CA 95112
Lowell Elementary School	625 S. 7th St., San Jose, CA 95112
Muwekma Ohlone Middle School	850 N. 2nd St., San Jose, CA 95112
San Jose High School	275 N. 24th St., San Jose, CA 95116
Selma Olinder Elementary School	890 E. William St., San Jose, CA 95116

Washington Elementary School	100 Oak St., San Jose, CA 95110
Franklin-McKinley School District Schools:	
McKinley Elementary School	651 Macredes Ave., San Jose, CA 95116
Charter Schools:	
ACE Inspire Academy	1155 E Julian St., San Jose, CA 95116
Rocketship Discovery Prep	370 Wooster Ave., San Jose, CA 95116
Rocketship Mateo Sheedy	788 Locust St., San Jose, CA 95110
Sunrise Middle School	1149 E. Julian St., San Jose, CA 95116
Parochial Schools:	
Cristo Rey Jesuit High School	1389 E. Santa Clara St., San Jose, CA 95116
Notre Dame High School	596 S. 2nd St., San Jose, CA 95112
Sacred Heart Nativity School	310 Edwards Ave., San Jose, CA 95110
Saint Patrick Parochial School	51 N. 9th St., San Jose, CA 95112
Community Centers:	
African American Community Services	304 N. 6th St., San Jose, CA 95112
Alma Community Center	136 W. Alma Ave., San Jose, CA 95110
Billy DeFrank LGBT Community Center	938 The Alameda, San Jose, CA 95126
Filipino Community Center	635 N. 6th St., San Jose, CA 95112
Gardner Community Center	520 W. Virginia St., San Jose, CA 95125
Grace Community Center	484 E. San Fernando St., San Jose, CA 95112
John XXIII Multiservice Center	196 E. San Fernando St., San Jose, CA 95112
Leininger Community Center	1300 Senter Rd., San Jose, CA 95112
McKinley Community Center	651 Macredes Ave., San Jose, CA 95116
Northside Community Center	488 N. 6th St., San Jose, CA 95112
Olinder Community Center	890 E. William St., San Jose, CA 95116

POSSO	1115 E. Santa Clara St., San Jose, CA 95116
Roosevelt Community Center	901 E. Santa Clara St., San Jose, CA 95116
Sacred Heart Community Service	1381 S. 1st St., San Jose, CA 95110
Spartan Keyes Neighborhood Center	570 Keyes St., San Jose, CA 95100
Third Street Community Center	160 N. 3rd St., San Jose, CA 95112
Washington United Youth Center	921 S. 1st St., San Jose, CA 95110
Yu-Ai Kai Japanese American Community Senior Center	588 N. 4th St., San Jose, CA 95112

1.04 Eligibility.

Eligible clients under this Agreement are individuals residing in San Jose.

1.05 Description of Services.

Activity #1: College Mentoring and Financial Literacy

GRANTEE shall provide college-going mentoring and financial literacy education to elementary, middle and high school students at the schools and community centers specified above in section 1.03.

Unit of Service: One individual student receiving mentoring and/or financial literacy education.

Activity #2: STEAM Activities

GRANTEE shall organize STEAM (Science, Technology, Engineering, Art and Math) educational activities for elementary, middle, and high-school students at the schools and community centers specified in section 1.03.

Unit of Service: One student participating in STEAM educational activities.

Activity #3: Garden and Nutrition Education

GRANTEE shall conduct gardening and nutrition education for elementary school students and adult residents at the schools specified in section 1.03 or be web-based.

Unit of Service: One resident participating in gardening and nutrition education activities

Activity #4: Community Open House

GRANTEE shall organize community assessment and priority-setting neighborhood planning workshops.

Unit of Service: One resident participating in planning workshops.

Activity #5: Environmental Education

GRANTEE shall organize sustainability education lessons and workshops that engage K-12 students and adult residents in interactive activities to learn about sustainable living practices

Unit of Service: One resident participating in the environmental education event.

1.06 Reporting Requirements.

Quarterly Reports. At the end of each quarter, GRANTEE shall report to the Housing Department, via the CITY’s WebGrants system, the number of **UNDUPLICATED PARTICIPANTS**, (as defined in Section 1.01 of **FIFTH REVISED EXHIBIT B** to this AGREEMENT titled “Performance Measures”), and results of outcome measures.

Outcome Measure Reports. At the end of the second and fourth quarters, GRANTEE shall submit a narrative report detailing results of the outcome measures. The report at a minimum shall include:

- (a) a description of how the activities being provided under this grant contribute to meeting performance measures stated in the contract,
- (b) a detailed description of how the measurement methodology was implemented and how information was collected,
- (c) a detailed description of the methodology for selecting the sample size and the population to measure including the size of the sample.

Methodology shall include a description of when and how information was collected, the total population being studied, the sample size used for the study, the method used to determine the sample size, and the method for selecting the sample.

1.07 Reporting Schedule. All required reports shall be submitted to the Housing Department, via the CITY’s WebGrants system, no later than ten (10) calendar days after the end of the first, second, and third quarters, and no later than seven (7) calendar days after the end of the fourth quarter.

1.08 Cost Reimbursement. GRANTEE will be reimbursed on a monthly basis, for approved invoices submitted pursuant to this AGREEMENT. Requests for reimbursement will be

made on a form and in the manner prescribed by the CITY under provisions as set forth in EXHIBIT D to the AGREEMENT, titled “PAYMENTS TO GRANTEE”.

1.09 Personnel. GRANTEE will provide a personnel cost allocation plan for the Project, including all positions to be allocated to the Project and the names of key personnel (Executive Director, Project Manager, etc.). CITY must approve the cost allocation plan prior to approving reimbursement for personnel costs. Changes to the cost allocation plan during the term of this AGREEMENT must be submitted to and approved by CITY prior to reimbursement of costs.

1.10 Additional Provisions. None.

SECOND REVISED EXHIBIT B
PERFORMANCE MEASURES

10/1/2021-09/30/22

1.01 Unduplicated Participants.

Proposed total number of Unduplicated Participants to be served by this Project only.

For purposes of this AGREEMENT, “UNDUPLICATED PARTICIPANTS” shall be defined as participants who receive services at least once a year but who may not be counted more than once in that year. GRANTEE shall retain records documenting eligibility as described in Section 1.04 of FOURTH REVISED EXHIBIT A and demographic data when available. Such records shall include family size, total household income, gender of head of household, race, ethnicity, and disability data.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
GF	770	0	470	0	1,240

1.02 Services. Throughout the term of this AGREEMENT, GRANTEE shall provide the following services to participants during the regular office hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, or during scheduled training times:

Activity 1: COLLEGE MENTORING and FINANCIAL LITERACY

Provide college-going mentoring and financial literacy education to elementary, middle and high school students (one unit of service = one student receiving mentoring and/or financial literacy education).

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
GF	400	0	100	0	500

Activity 2: STEAM EDUCATION

Organize STEAM (Science, Technology, Engineering, Art and Math) educational activities for elementary, middle, and high-school students (one unit of service = one student participating in STEAM educational activities).

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
GF	180	0	180	0	360

Activity 3: GARDENING AND NUTRITION EDUCATION

Conduct gardening and nutrition education for elementary school students and adult residents (one unit of service = one resident participating in gardening and nutrition education workshops).

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
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GF	50	0	50	0	100
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Activity 4: COMMUNITY OPEN HOUSE

Organize community assessment and priority-setting neighborhood planning workshops (one unit of service = one resident participating in planning workshop).

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
GF	30	0	30	0	60

Activity 5: ENVIRONMENTAL EDUCATION

Organize sustainability education lessons and workshops that engage k-12 students and adult residents in interactive activities to learn about sustainable living practices (one unit of service = one resident participant).

	Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total
GF	110	0	110	0	220

1.03 Outcome Measure Statement and Measurement Methodology.

GRANTEE will record positive changes in behavior and attitudes by participants of (1) tutoring, mentoring, and/or financial literacy education, (2) STEAM education, (3) gardening/nutrition education, (4) community planning workshops and (5) sustainability education events.

The changes are determined by administering pre-and post-project surveys for long-term projects, and one-time surveys in the case of events such as fairs and public community planning workshops.

Measurement Methodology.

Outcome Measure #1	Seventy percent (70%) of surveyed school-age children will report an increased understanding of the skills needed to have financial literacy or be a successful entrepreneur.			
Measurement Methodology	Post project surveys of participants.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	70%	n/a	70%	n/a

Outcome Measure #2	50% of participants in STEAM (Science, Technology, Engineering, Art, and Math) activities will indicate an increased knowledge of or in positive attitudes and interest toward STEAM careers.			
Measurement Methodology	Post surveys for a sample (20%) of all students participating in the STEAM programs.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	n/a 50%	n/a	50%	n/a

Outcome Measure #3	70% of participants in the gardening/nutrition classes will report they can help make healthy lifestyle choices for themselves and their families.			
Measurement Methodology	Post surveys of participants in gardening/nutrition and education cooking classes.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	70%	n/a	70%	n/a

Outcome Measure #4	65% of participants in the community planning workshops will indicate an increased understanding of community issues in their neighborhood.			
Measurement Methodology	Survey of downtown residents who participate in community planning workshops led by CommUniverCity.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	65%	n/a	65%	n/a

Outcome Measure #5	60% of sustainability lesson and workshop participants will report an increase in their understanding of environmental issues and how to address them			
Measurement Methodology	Post survey with 20% of participants.			
	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Outcome Goal	60%	60%	n/a	n/a

1.04 GRANTEE must describe outreach efforts employed, and to be employed, to reach out to all persons including persons of the following protected categories: race, sex, color, age, religion, actual or perceived gender identity, sexual orientation, disability,

ethnic or national origin, or familial status. Documentation of these efforts must be submitted with the second and fourth quarterly performance reports.

SECOND REVISED EXHIBIT C**BUDGET SUMMARY****10/1/2021-09/30/22**

COST CATEGORY	Total Project Cost
PERSONNEL COSTS:	
Salaries	62610
Fringes/Benefits	15,918
Sub-total Personnel Costs:	\$78,528
DIRECT COSTS FOR NON-PERSONNEL:	
Program Supplies & Materials	5,977
Food & Refreshments	1,500
Facility Fees	3,600
Printing	2,500
Software Licenses Fees	0
Travel-local	0
Professional Consultant fees	0
Contracted Meeting Facilitators	0
Contracted Services #2	0
Other (Staff Tuberculosis & Background Check Fees)	0
Sub-total Direct Costs:	13,577
INDIRECT COSTS FOR NON-PERSONNEL:	
Management & General (IDC1 (2) 14%)	12,895
Sub-total Indirect Costs:	
Total	105,000

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FOURTH REVISED EXHIBIT I
RETROACTIVE SERVICES

The term of this FIFTH AMENDMENT shall be retroactive from October 1, 2021, and shall continue through September 30, 2022. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this FIFTH AMENDMENT in anticipation of its execution.

CITY agrees to reimburse GRANTEE for those costs in accordance with the terms of the AMENDED AGREEMENT. However, in no event shall GRANTEE be reimbursed for costs incurred prior to October 1, 2021.

INSTRUCTIONS FOR INSURANCE APPROVAL:

Forward the following to: RISK & INSURANCE

200 E. Santa Clara Street 14th Floor

San Jose, CA 95113-1905

Riskmgmt@sanjoseca.gov

- 1. This form (149-7) completed;**
- 2. Copy of face page of Contract;**
- 3. Copy of insurance requirements included in contract.**
- 4. Copy of Service Provider's certificate of insurance.**

NOTIFICATION OF CONTRACT BEING PROCESSED

DATE: 10/22/2021

Service Provider: San Jose State University Research Foundation		Phone No. 408-924-1434	
Project: CommUniverCity; Community Services Program			
		Project Amount:	105,000
Estimated Start Date	10/01/2021	Estimated Completion Date	09/30/2022
<p>Scope of Work: Continuation and Fifth Amendment to Agreement between CITY and GRANTEE to continue and extend the term, increase the grant award, and amend the scope of services and performance measures, and update the budget through Grant Year 2021- 2022.</p> <p>CommUniverCity works in collaboration with community members to improve the quality of life in low-income downtown neighborhoods, and identify community strengths and needs, and addresses these by providing: educational activities to school students and gardening, nutrition, and sustainable living workshops to residents of low-income neighborhoods. These activities and services are delivered at various community sites that include public schools and community centers in Council District 3 of the City of San Jose.</p>			
Department	Housing	Division	Grants
Department Contact	Luisa Galdamez	Ph./Ext:	408-535-8357
		Fax:	

COMPLIANCE WITH INSURANCE REQUIREMENTS

Comments: <u>Certificate dated 6/30/21 meets the requirements found in the agreement</u>	
Signature: <u>Mina Kim</u> Risk & Insurance	Date: 11/3/2021

COMPLIANCE WITH BOND REQUIREMENTS

Signature:

City Clerk

Date:

Certificate of Insurance Checklist

	(Yes)	(No)
A. Insured name on certificate of insurance must match the contract face page	<input checked="" type="checkbox"/>	<input type="checkbox"/>
B. Insurance coverages should match those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
C. Limits of insurance should meet or exceed those found in the insurance requirements	<input checked="" type="checkbox"/>	<input type="checkbox"/>
D. All documented policies must be current and not expired	<input checked="" type="checkbox"/>	<input type="checkbox"/>
E. The City of San José should be an Additional Insured on the Vendor's General and Auto Liability policies	<input checked="" type="checkbox"/>	<input type="checkbox"/>
F. The workers' compensation policy should document a waiver of subrogation in favor of the City of San José	<input checked="" type="checkbox"/>	<input type="checkbox"/>
If any of the following has been marked as a (No) then request an updated Certificate of Insurance from the Vendor before submission		

CERTIFICATE OF COVERAGE

DATE (MM/DD/YYYY)
6/30/2021

PRODUCER

Alliant Insurance Services
100 Pine Street
11th Floor
San Francisco CA 94111

THIS CERTIFICATE IS ISSUED AS A MATTER OF EVIDENCE ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MEMORANDUM(S) OF COVERAGE BELOW.

THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING COVERAGE PROVIDER, AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: IF THE CERTIFICATE HOLDER IS AN ADDITIONAL COVERED PARTY, THE MEMORANDUM OF COVERAGE MUST BE ENDORSED. A STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

IMPORTANT: IF SUBROGATION IS WAIVED, SUBJECT TO THE TERMS AND CONDITIONS OF THE MEMORANDUM(S) OF COVERAGE AN ENDORSEMENT MAY BE REQUIRED. A STATEMENT ON THE CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF SUCH ENDORSEMENT(S).

NAMED COVERED PARTY

San Jose State University Research Foundation
P. O. Box 720130
San Jose CA 95172-0130

PROGRAM AFFORDING COVERAGE

A: CSURMA AORMA

B: AORMA WC/Safety National Cas.

C:

COVERAGES

THIS IS TO CERTIFY THAT THE COVERAGE IS AFFORDED TO THE ABOVE NAMED MEMBER, AS PROVIDED BY THE MEMORANDUM(S) OF COVERAGE, FOR THE PERIOD SHOWN BELOW, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE COVERAGE AFFORDED BY THE PROGRAM DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUM(S) OF COVERAGE. THE FOLLOWING COVERAGE IS IN EFFECT.

JPA LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE (MM/DD/YY)	COVERAGE EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	AORMA-2122-01	7/1/2021	7/1/2022	EACH OCCURRENCE	\$ 5,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXPENSE (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> Prof Liability				PERSONAL & ADV INJURY	\$ 5,000,000
	<input checked="" type="checkbox"/> Contractual Liab				GENERAL AGGREGATE	\$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> MEMOR-ANDUM <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS-COMP/OP AGG	\$ 5,000,000
A	AUTOMOBILE LIABILITY	AORMA-2122-01	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO					\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					
	<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS						
B	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	AORMA-WC-2122	7/1/2021	7/1/2022	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? IF YES, DESCRIBED UNDER SPECIAL PROVISION BELOW				E.L. EACH ACCIDENT	\$ 5,000,000
					E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
					E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
	OTHER					
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS

Note: Workers' Compensation Coverage is provided as evidence only.
City of San Jose, its officers, employees, agents and contractors are named as additional covered parties as respects the Amendment No.4 to Contract No. GF-17-017D for CommUniverCity Community Services Program. PI: Katherine Cushing. Term of Agreement: October 1, 2020 - September 30, 2021.

CERTIFICATE HOLDER

City of San Jose Housing Department
Attn: Sharon Cohen
200 E. Santa Clara St.
San Jose CA 95113-1907

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUM(S) OF COVERAGE BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUM(S) OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE *Memo Song*



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

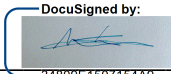
CITY STAFF: Luisa Galdamez
 STAFF EMAIL: Luisa.galdamez@sanjoseca.gov

SCANNED SIGNATURE AUTHORIZATION

DATE: 11/5/2021 TOTAL PAGES: 21
 (INCLUDING THIS PAGE)

CONSULTANT NAME: Andrew Exner
 EMAIL: andrew.exner@sjsu.edu
 PHONE: 408-924-1434

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 
34809E1507154A9...

DIRECTIONS:
<p>REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:</p> <ol style="list-style-type: none"> 1. SIGN THE DOCUMENT 2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES 3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN BLUE INK 4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS): LUISA.GALDAMEZ@SANJOSECA.GOV

To BE COMPLETED BY CITY STAFF:
<p>ALTERNATIVE METHODS OF VERIFICATION:</p> <ul style="list-style-type: none"> <input type="checkbox"/> USE OF A PASSWORD PROTECTED WEBSITE <input type="checkbox"/> CONFIRMED BY A KNOWN TELEPHONE NUMBER / EMAIL <input type="checkbox"/> PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700 Scanned Signature Authorization
 Supplemental Memorandums (if applicable): Select One

Type of Document: Existing Contract

Type of Contract: Consulting Services

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 663161-005

Contractor: San Jose State University Research Foundation

Address: 210 N. Fourth Street, 4th Floor San Jose, CA 95112-5569

Phone: 408-924-1433

Email: natalie.babella@sjsu.edu

Contract Description: 5th - primary purpose of the Project is to improve the quality of life in low-income downtown neighborhood. Educational activities to school students and gardening, nutrition, and sustainable living workshops to residents of low-income neighborhood.

Term Start Date: 10/01/2021

Term End Date: 09/30/2022

Extension: Yes

Method of Procurement: RFQ

RFB, RFP or RFQ No.: CSJ HSG

Date Conducted: 09/01/2015

Agenda Date (if applicable): 6/22/2021

Agenda Item No.: _____

Resolution No.: 30621

Ordinance No.: _____

Original Contract Amount: \$125,000

Amount of Increase/Decrease: \$105,000

Option #: ___ of ___ Option Amount: _____

NTE/Updated Contract Amount: \$530,000

Fund/Appropriation: General Fund

Form 700 Required (Selection mandatory for processing): No

Revenue Agreement: Select one

Tax Certificate No.: 6518490210

Expiration Date: 12/15/2021

Department: Housing (56)

Department Contact: Luisa Galdamez X58357

Customer (Finance Only): Á' _____

Notes: AC# 29017

Department Director Signature: _____

Jacky Morales-Ferrand
Jacky Morales-Ferrand (11/17/2021)
Email: jacky.morales-ferrand@sanjoseca.gov

Date

Office of the City Manager Signature: _____

Date