

**FOURTH AMENDMENT TO CITY OF SAN JOSE
GRANT AGREEMENT**

SUMMARY PAGE

This FOURTH AMENDMENT TO GRANT AGREEMENT is entered into this 28th day of July, 2021, by the **CITY OF SAN JOSE**, a municipal corporation (“CITY”), and **VEGGIELUTION** a California nonprofit corporation (“GRANTEE”).

Department: PRNS Contract No.: OC-000112-004

WebGrants ID: 41130 Original Contract No. OC-000112-000

Grantee: Veggielution

Project: Collective Impact Grant

Description: GRANTEE will distribute farm boxes, cleaning and hygiene products, dry pantry food products as part of the Collective Impact Grant Program.

Funding Source: Appropriation 2141(General Fund)

Amount Added by this Amendment \$28,887

Total Grant Award Not to Exceed: \$177,657

Payment Terms: See Exhibit D.

Original Agreement Term:	Start Date:	<u>12/31/20</u>	End Date:	<u>3/31/21</u>
First Amended Agreement Term:	Start Date:	<u>12/31/20</u>	End Date:	<u>4/30/21</u>
Second Amended Agreement Term:	Start Date:	<u>12/31/20</u>	End Date:	<u>5/31/21</u>
Third Amended Agreement Term:	Start Date:	<u>12/31/20</u>	End Date:	<u>6/30/21</u>
Fourth Amended Agreement Term:	Start Date:	<u>12/31/20</u>	End Date:	<u>7/31/21</u>

PARTIES TO AGREEMENT:

PARTIES TO AGREEMENT:	GRANTEE	CITY
Name:	VEGGIELUTION	CITY OF SAN JOSE
Address for Legal Notice:	647 South King Road San José, CA 95116	200 East Santa Clara Street, 9 th Floor San José, CA 95113
Attention:	Cayce Hill, Executive Director	Dolan Beckel
Email Address:	cayce@veggielution.org	Dolan.beckel@sanjoseca.gov
Telephone No.:	(408) 234-5390	(408) 535-3570
Federal Taxpayer ID:	27-2021333	
City Business License/ Tax No.:	7126738785	
Type of Entity:	501(c)(3) Domestic Non-Profit	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contact Person:	<u>Cayce Hill</u>
Title:	<u>Executive Director</u>
Telephone No:	<u>(408) 234-5390</u>
Email:	<u>cayce@veggielution.org</u>

CITY Contact Person:	Fabiola Saucedo
Title:	Interim Analyst
Telephone No:	(408) 793-4126
Email:	Fabiola.saucedo@sanjoseca.gov

FOURTH REVISED EXHIBIT LIST:

YES N/A

- Fourth Revised Exhibit A: Scope of Services
 Fourth Revised Exhibit B: Monitoring, Evaluation, and Reporting Requirements
 Fourth Revised Exhibit C: Budget Summary
 Fourth Revised Exhibit D: Payments to GRANTEE and Reporting Schedule
 Fourth Revised Exhibit E: General GRANT Provisions
 Fourth Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act*
 Fourth Revised Exhibit G: Insurance

Third Revised Exhibit H: Retroactive Services

* applicable if GRANTEE employees or volunteers perform services in a position i) having supervisory or disciplinary authority over minors; or ii) requiring contact with children, or as a food concessionaire or other similar licensed concessionaire.

The Exhibits and Certifications marked above are attached hereto and incorporated herein. I certify that I have read and hereby consent to all the terms and provisions contained in the attached FOURTH AMENDMENT, including without limitation, all exhibits.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

“CITY”

“GRANTEE”

CITY OF SAN JOSE, a municipal corporation

VEGGIELUTION, a California nonprofit corporation

Sarah Zarate

Sarah Zarate
Sarah Zarate (7/28/2021)
Email: sarah.zarate@sanjoseca.gov



kristins@panna.org
kristins@panna.org (7/22/2021)
Email: kristins@panna.org

By _____
Director of Office of Administration,
Policy, and Intergovernmental
Relations

By _____
Title: Board Co-Chair

Kavita Aiyar

Kavita Aiyar
kavita@veggielution.org (7/26/2021)
Email: kavita@veggielution.org



Approved as to Form:

Attorney
Arlene Silva
Deputy City Attorney IV U
arlene.silva@sanjoseca.gov

Arlene Silva
Arlene Silva (7/26/2021)
Email: arlene.silva@sanjoseca.gov

By _____
Title: Board Secretary



**FOURTH AMENDMENT TO CITY OF SAN JOSE
GRANT AGREEMENT**

This FOURTH AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT (“FOURTH AMENDMENT”), is made and entered into upon the date of execution by CITY, by and between the **CITY OF SAN JOSE**, a municipal corporation of the State of California (“CITY”), and **VEGGIELUTION**, a California nonprofit corporation (“GRANTEE”). For the purposes of this FOURTH AMENDMENT, CITY and GRANTEE are sometimes collectively referred to as “Parties.”

RECITALS

WHEREAS, on March 8, 2021, CITY and GRANTEE entered into an Agreement entitled “CITY OF SAN JOSE GRANT AGREEMENT” (“Agreement”) in the amount of \$86,662 to provide services for the Collective Impact and Unmet Needs Grant Program through March 31, 2021, for total compensation amount not to exceed \$86,662;

WHEREAS, on April 27, 2021, CITY and GRANTEE entered into a first amendment entitled “FIRST AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT” to amend the AGREEMENT to extend the term through April 30, 2021, revise the scope of services, revise the maximum total compensation to \$115,549, revise the Budget Summary, and revise the Payments to Grantee and Reporting Schedule;

WHEREAS, on May 19, 2021, CITY and GRANTEE entered into a second amendment entitled “SECOND AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT” to amend the AGREEMENT to extend the term through May 31, 2021, revise the scope of services, revise the maximum total compensation to \$132,159.50, revise the Budget Summary, and revise the Payments to Grantee and Reporting Schedule;

WHEREAS, on June 25, 2021, CITY and GRANTEE entered into a third amendment entitled “THIRD AMENDMENT TO CITY OF SAN JOSE GRANT AGREEMENT” to amend the AGREEMENT to extend the term through June 30, 2021, revise the scope of services, revise the maximum total compensation to \$148,770, revise the Budget Summary, and revise the Payments to Grantee and Reporting Schedule;

WHEREAS, pursuant to Section 23 of the AGREEMENT, CITY and GRANTEE desire to further amend the AGREEMENT to extend the term, revise the scope of services, revise the maximum total compensation, revise the Budget Summary, and -revise the Payments to Grantee and Reporting Schedule;

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

SECTION 1. Extension of Term: The term of the AGREEMENT under Section 4 is hereby continued and extended through July 31, 2021.

SECTION 2. Increase Funding: The Compensation Amount under Section 5 of the AGREEMENT is hereby increased by the amount of \$28,887 for a total Grant Award not to exceed \$177,657.

SECTION 3. Third Revised Exhibit A, "Scope of Services," is hereby replaced in its entirety with Fourth Revised Exhibit A attached hereto.

SECTION 4. Third Revised Exhibit C, "Budget Summary", is hereby replaced in its entirety with Fourth Revised Exhibit C, attached hereto.

SECTION 5. Third Revised Exhibit D, "Payments to GRANTEE and Reporting Schedule", is hereby replaced in its entirety with Fourth Revised Exhibit D, attached hereto.

SECTION 6. Second Revised Exhibit H, "Retroactive Services," is hereby replaced in its entirety with Third Revised Exhibit H attached hereto.

SECTION 7. Reaffirmation: In the event of an inconsistency between this FOURTH AMENDMENT and the AGREEMENT, the terms and conditions of this FOURTH AMENDMENT shall govern and control the rights and obligations of the Parties. All other terms and conditions of the AGREEMENT not changed, amended, or modified by this FOURTH AMENDMENT shall remain in full force and effect.

SECTION 8. Counterparts: This FOURTH AMENDMENT may be executed in any number of 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 taken together shall constitute one and the same instrument.

SECTION 9. Use of electronic signatures: 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.

FOURTH REVISED EXHIBIT A **SCOPE OF SERVICES**

GRANTEE will provide the services as described in this EXHIBIT A.

In the event GRANTEE desires to modify the Scope of Services, GRANTEE shall apply to CITY in writing setting forth the requested modifications. CITY shall have the authority to approve the following categories of modifications, by letter signed by the CITY, without the necessity of a formal written amendment to this AGREEMENT.

1. Modifications to the times and dates of Scope of Services which do not affect the total units of services to be provided; or
2. Modifications to the location of services provided so long as the proposed locations serve the same Target Population and is consistent with the Grant Allocation Plan

A. Period of Service

The Grant Services will commence on December 31, 2020 and continue through July 31, 2021.

B. Description of Services

General Description and Purpose of Services: GRANTEE will distribute two hundred (200) fresh produce boxes, cleaning and hygiene items, dry/pantry food, to two hundred (200) families once a week within San José from December 31, 2020 to March 31, 2021.

GRANTEE will distribute two hundred and twenty-five (225) fresh produce boxes, cleaning and hygiene items, dry/pantry food, to two hundred and twenty-five (225) families once a week within San José from April 1, 2021 through April 30, 2021.

GRANTEE will distribute one hundred and thirty (130) fresh produce boxes, cleaning and hygiene items, dry/pantry food, to one hundred and thirty (130) families once a week within San José from May 1, 2021 through June 30, 2021.

GRANTEE will distribute one hundred and eighty (180) fresh produce boxes, cleaning and hygiene items, dry/pantry food, to one hundred and eighty (180) families once a week within San José from July 1, 2021 through July 31, 2021.

If GRANTEE receives Collective Impact Grant funds or other City of San José funds, the following services shall enhance, rather than supplant existing services. GRANTEE,

to the extent possible, will acknowledge the CITY by using City of San José provided logos online or any other printed materials where sponsor logos are displayed.

Unless otherwise indicated, the Grant Services specified in the Service Table below will be offered at the specified locations.

Service Locations:

Service Locations are listed below. Additional locations may be added or removed upon mutual agreement between CITY and GRANTEE.

Location	Address	Service Dates
Veggielution	647 South King Road, San José, CA 95116	Monday – Saturday, December 31, 2020 – July 31, 2021

The locations identified above are hereinafter referred to as “Service Locations.” Unless otherwise indicated, the Grant Services specified in the Service Table will be offered at the specified Service Locations.

Participant Information and Target Population

GRANTEE will serve San José residents who are impacted due to the COVID-19 pandemic:

- High-risk individuals people over 65 or with certain underlying health conditions, as defined by the Center for Disease Control and Prevention (“CDC”);
- Individual and families disproportionately impacted by unemployment and other economic hardship during the pandemic.
 - Including low-, very-low, extremely low-income, unemployed, and unhoused population affected by COVID-19
- Experiencing food insecurity due to the impacts of COVID-19

Selected GRANTEES must ensure that residents served through this program are not already receiving assistance from other similarly funded programs to avoid duplication of benefits.

Service Tables

Activity 1	PARTICIPANT INTAKE AND ELIGIBILITY ASSESMENT
Location of Activity	Veggielution

Dates of Activities	December 31, 2020 – July 31, 2021
Description of Service	GRANTEE will conduct an intake and eligibility screening for each participant to ensure they meet the definition of the Target Population outlined above.

Activity 2	PARTICIPANT OUTREACH
Location of Activity	Same as above
Dates of Activities	December 31, 2020 – July 31, 2021
Description of Service	GRANTEE will conduct outreach to Target Population outlined above to ensure awareness of farm box distribution and veggie voucher distribution.

Activity 3	FARM BOX DISTRIBUTION
Location of Activity	Same as above
Dates of Activities	December 31, 2020 – March 31, 2020 Mondays: 1 time/day (160 produce boxes onsite) Tuesdays: 1 time/day (40 produce boxes home delivered) April 1, 2021 – April 30, 2021 Mondays: 1 time/day (185 produce boxes onsite) Tuesdays: 1 time/day (40 produce boxes home delivered) May 1, 2021 – June 30, 2021 Saturdays: 1 time/day (90 produce boxes onsite) Mondays: 1 time/day (40 produce boxes home delivered) July 1, 2021 – July 31, 2021 Saturdays: 1 time/day (140 produce boxes onsite) Mondays: 1 time/day (40 produce boxes home delivered)
Deliverable	Farm box distribution to Target Population December 31, 2020 – March 31, 2021 200 farm boxes of fresh produce per week April 1 – April 30, 2021 225 farm boxes of fresh produce per week May 1, 2021 – June 30, 2021 130 farm boxes of fresh produce per week July 1, 2021 – July 31, 2021 140 farm boxes of fresh produce per week
Description of Service	GRANTEE shall provide fresh produce farm boxes to Target Population. Contractor will be responsible for intake of participants.

Activity 4	CLEANING/HYGIENE ITEMS DISTRIBUTION
Location of Activity	Same as above
Dates of Activities	December 31, 2020 – July 31, 2021 Mondays: 1 time/day Tuesdays: 1 time/day
Deliverable	Cleaning and hygiene items distribution to Target Population as Determined by GRANTEE. December 31, 2020 – March 31, 2021 <ul style="list-style-type: none"> Hygiene and cleaning products valued at \$2.50 total, to 200 participants per week April 1, 2021 – April 30, 2021 <ul style="list-style-type: none"> Hygiene and cleaning products valued at \$2.50 total, to 225 participants per week May 1, 2021 – June 30, 2021 <ul style="list-style-type: none"> Hygiene and cleaning products valued at \$2.50 total, to 130 participants per week July 1, 2021 – July 31, 2021 <ul style="list-style-type: none"> Hygiene and cleaning products valued at \$2.50 total, to 180 participants per week
Description of Service	GRANTEE shall provide cleaning and hygiene products to Target Population. Contractor will be responsible for intake of participants.

Activity 5	DRY/PANTRY FOOD STAPLES DISTRIBUTION
Location of Activity	Same as above
Dates of Activities	December 31, 2020 – July 31, 2021 Mondays: 1 time/day Tuesdays: 1 time/day
Deliverable	Dry, pantry food staples distribution to Target Population as Determined by GRANTEE. December 31, 2020 – March 31, 2021 <ul style="list-style-type: none"> Dry, pantry food products valued at \$2.50 total, to 200 participants per week April 1, 2021 – April 30, 2021 <ul style="list-style-type: none"> Dry, pantry food products valued at \$2.50 total, to 225 participants per week May 1, 2021 – June 30, 2021 <ul style="list-style-type: none"> Dry, pantry food products valued at \$2.50 total, to 130 participants per week July 1, 2021 – July 31, 2021 <ul style="list-style-type: none"> Dry, pantry food products valued at \$2.50 total, to 180 participants per week

Description of Service	GRANTEE shall provide dry, pantry food products to Target Population. Contractor will be responsible for intake of participants.
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**FOURTH REVISED EXHIBIT C
BUDGET SUMMARY**

From December 31, 2020 through March 31, 2021, the budget is outlined below:

BUDGET SUMMARY

A. Personnel Costs

Description	Collective Impact Grant Funding	Other Funding for Program	Budget Narrative Explanation <i>(Include a brief description of the position)</i>
Staffing costs	\$13,213	\$0	Program manager (.3 FTE); Program Coordinator (.25 FTE); Food Distribution Coordinator (.25 FTE); Development Coordinator (.2 FTE); Farm Assistant (.25 FTE)
Total Salaries	\$13,213	\$0	
Fringe Benefits	\$3,171	\$0	
TOTAL PERSONNEL COSTS	\$16,384	\$0	

B. Operating Costs

Description	Collective Impact Grant Funding	Other Funding for Program	Budget Narrative Explanation <i>(Include a brief description of the position)</i>
Program supplies/activities	\$6,000	\$0	Masks, hand sanitizers, toilet paper, baby wipes, etc. for 200 families
Farm boxes	\$50,400	\$0	200 boxes of organic farm produce per week (average \$21/box)
Dry/pantry food staples	\$6,000	\$0	Rice, beans, dry food boxes (200/week @ \$5/each)
Overhead expenses	\$7,878	\$0	Utilities, accounting, insurance
TOTAL OPERATING COSTS	\$70,278	\$0	

Total Personnel Costs	\$16,384	\$0	
Total Operating Costs	\$70,278	\$0	
TOTAL PROGRAM COSTS	\$86,662	\$0	

From April 1, 2021 through July 31, 2021, the budget is outlined below:

BUDGET SUMMARY

A. Personnel Costs

Description	Collective Impact Grant Funding	Other Funding for Program	Budget Narrative Explanation <i>(Include a brief description of the position)</i>
Staffing costs	\$18,670	\$0	Program Manager (.3 FTE); Farm Manager (.25 FTE); Program Coordinator (.25 FTE); Community Navigator (.25 FTE); Food Distribution Coordinator (.25 FTE); Development Coordinator (.2 FTE); Farm Assistant (.25 FTE)
Total Salaries	\$18,670	\$0	
Fringe Benefits	\$4,480	\$0	
TOTAL PERSONNEL COSTS	\$23,150	\$0	

B. Operating Costs

Description	Collective Impact Grant Funding	Other Funding for Program	Budget Narrative Explanation <i>(Include a brief description of the position)</i>
Program supplies/activities	\$7,127	\$0	Masks, hand sanitizers, toilet paper, baby wipes, etc. for 225 families in April, for 130 families in May and June, \$2.50/each; 180 families in July
Farm boxes	\$45,284	\$0	225 boxes of organic farm produce per week (\$16/box) in April; 130 boxes of organic farm produce per week in May & June; 180 boxes of organic farm produce per week in July
Dry/pantry food staples	\$7,076	\$0	Rice, beans, dry food boxes (225/week, \$2.50 each, 4 weeks in April, 130/week in May & June) 180/week in July
Overhead expenses	\$8,358	\$0	Utilities, accounting, insurance
TOTAL OPERATING COSTS	\$67,845	\$0	

Total Personnel Costs	\$23,150	\$0	
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Total Operating Costs	\$67,845	\$0	
TOTAL PROGRAM COSTS	\$90,995	\$0	

Time period	Amount awarded
12/31/2020 – 3/31/2021	\$86,662
4/1/2021 – 7/31/2021	\$90,995
Total amount:	\$177,657

FOURTH REVISED EXHIBIT D
PAYMENTS TO GRANTEE AND REPORTING SCHEDULE

Payments shall be made as stated in the following schedule, subject to GRANTEE's satisfactory performance of this AGREEMENT as approved by CITY.

Maximum Amount of Compensation

CITY agrees to pay GRANTEE the COMPENSATION AMOUNT subject to the terms and conditions of this AGREEMENT. Payment shall be processed as set forth by the following schedule, subject to the GRANTEE's satisfactory performance of this AGREEMENT. If the total amount shown on GRANTEE's invoice is less than the maximum installment amount set forth below, CITY Shall pay GRANTEE the amount shown on the invoice.

Installment	Period Begin	Period End	Report Due	Payment
1	12/31/20	2/28/2021	Weekly service report	An Installment of \$69,329.60 will be processed within 20 days of full execution of this AGREEMENT. However, no payment shall occur prior to December 31, 2020. An invoice will need to be provided on a monthly basis to substantiate the costs of the first payment. Weekly service reports must be submitted to the CITY for this period in order to release future payment.
2	3/1/2021	3/31/2021	Weekly service report	A second Installment of \$17,332.40 will be processed upon approval of invoice and receipt of weekly service reports. Reports which shall contain standard weekly information for the period of 3/1/2021 – 3/31/2021. Invoice shall include expenditures for the period of 3/1/2021 – 3/31/2021. Weekly service reports must be submitted to the CITY for this period in order to release payment.
3	4/1/2021	4/30/2021	Weekly service report	A third Installment of \$28,887 will be processed upon approval of invoice and receipt of weekly service reports. Reports which shall contain standard weekly information for the period of 4/1/2021 – 4/30/2021. Invoice shall include expenditures for the period of 4/1/2021 – 4/30/2021. Weekly service reports must be submitted to the CITY for this period in order to release payment.

4	5/1/2021	5/31/2021	Weekly Service Report	A fourth Installment of \$16,610.50 will be processed upon approval of invoice and receipt of weekly service reports. Reports which shall contain standard weekly information for the period of 5/1/2021 – 5/31/2021. Invoice shall include expenditures for the period of 5/1/2021 – 5/31/2021. Weekly service reports must be submitted to the CITY for this period in order to release payment.
5	6/1/2021	6/30/2021	Weekly Service Report	A fifth Installment of \$16,610.50 will be processed upon approval of invoice and receipt of weekly service reports. Reports which shall contain standard weekly information for the period of 6/1/2021 – 6/30/2021. Invoice shall include expenditures for the period of 6/1/2021 – 6/30/2021. Weekly service reports must be submitted to the CITY for this period in order to release payment.

6	7/1/2021	7/31/2021	Weekly Service Report	CITY will release the retainer of \$28,887 upon completion of the following (1) Acceptance and approval of all Weekly Service Reports which shall contain standard weekly information for the period of 7/1/2021– 7/31/2021 and shall contain cumulative statistics for the entire term of this AGREEMENT; (2) GRANTEE's successful completion of GRANTEE's Scope of Services, including without limitation; and (3) acceptance and approval of GRANTEE's final invoice which shall contain expenditures for the period of 7/1/2021 – 7/31/2021, and shall additionally contain the cumulative total amount of expenditures for the entire term of this AGREEMENT. Any unspent or disallowed costs will be deducted from the retainer. If unspent funds exceed retainer amount, then GRANTEE must return funds to the CITY.
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Certification Required for Fiscal Reports or Invoices. Pursuant to 2 C.F.R. §200.415, annual and final fiscal reports or vouchers requesting payment under this AGREEMENT must include a certification, signed by an official who is authorized to legally bind GRANTEE, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729–3730 and 3801–3812).”

THIRD REVISED EXHIBIT H
RETROACTIVE SERVICES

The term of this FOURTH AMENDMENT shall be retroactive from December 31, 2020 and shall continue through July 31,2021. It is understood and agreed that GRANTEE has commenced work and incurred costs prior to execution of this FOURTH 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 December 31, 2020.