

CITY OF SAN JOSE GRANT AGREEMENT

**AMENDMENT TO GRANT AGREEMENT
SUMMARY PAGE**

This AMENDMENT TO GRANT AGREEMENT (“AGREEMENT”) is entered into this 30th day of June, 2022, by the **CITY OF SAN JOSE** (“CITY”), a municipal corporation of the State of California, and **SOUTH BAY CLEAN CREEKS COALITION**, a California nonprofit corporation (“GRANTEE”).

Department: Environmental Services Contract No.: _____
Original
WebGrants ID: _____ Contract No. _____

Agency:

South Bay Clean Creeks Coalition

Project:

Clean Creek, Healthy Watersheds - SBCCC

Description:

Amendment to Agreement between CITY and GRANTEE, to extend the term and increase the Total Grant Award as described in Revised Exhibit A: Scope of Services.
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Funding Source: 001-76-795228-4052

Amended Total Grant Award Not to Exceed: \$250,000.00 (\$125,000.00 for fiscal year 21/22, and \$125,000.00 for fiscal year 22/23.)

Payment Terms: See Revised Exhibit C

Agreement Term: Start Date: July 1, 2022 End Date: June 30, 2023

PARTIES TO AGREEMENT:

	GRANTEE	CITY OF SAN JOSE
Name:	South Bay Clean Creeks Coalition	Environmental Services
Address for Legal Notice:	P.O. Box 5997 San José, CA 95150	200 E. Santa Clara St., 10 th Floor San José, CA 95113-1905
Attention:	Steve Holmes	Kerrie Romanow
E-mail Address:	s.holmes@sbccleancreeks.com	Kerrie.Romanow@sanjoseca.gov
Telephone No.:	(408) 529-4460	(408) 535-8550
Taxpayer ID	47-3700555	
City Business License/Tax No.:	0465672372	

Type of Entity:	501 (c) 3 – non-profit corporation	
State of Incorporation or Residency:	California	

CONTACT INFORMATION

GRANTEE Contact Person:	Steve Holmes
Title:	Executive Director
Telephone No:	(408) 529-4460
Email:	s.holmes@sbcleancreeks.com

CITY Contact Person:	Anna Fessler-Hoffman
Title:	Associate Environmental Services Specialist Project Coordinator
Telephone No:	(408) 793-5328
Email:	anna.fessler-hoffman@sanjoseca.gov

REVISED EXHIBIT LIST:

YES N/A

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit A: Scope of Services |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit B: Budget Summary |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Revised Exhibit C: Payments to GRANTEE |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit D: Monitoring, Evaluation, and Reporting Requirements |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit E: General Service Requirements (Special Grant Conditions) |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit G: Insurance Requirements |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Revised Exhibit H: Federal Funding Provisions |

RECITALS

WHEREAS, on December 6, 2021, CITY and GRANTEE entered into an agreement entitled “City of San José Grant Agreement” between the City of San José and South Bay Clean Creeks Coalition (“AGREEMENT”); and

WHEREAS, CITY and GRANTEE desire to further amend the AGREEMENT to modify the amount of compensation and extend the term;

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

SECTION 1. Pursuant to Section 3, of the Agreement, Term of the Agreement and Grant Award, the City exercises its option to extend the term up through June 30, 2023.

SECTION 2. Revised Exhibit A, "Scope of Services," is amended to read as shown in Revised Exhibit A, attached and incorporated into this Amendment effective July 1, 2022.

SECTION 3. Revised Exhibit B, "Budget Summary," is amended to read as shown in Revised Exhibit B, attached and incorporated into this Amendment effective July 1, 2022.

SECTION 4. Revised Exhibit C, "Payments to Grantee," is amended to read as shown in Revised Exhibit C, attached and incorporated into this Amendment effective July 1, 2022.

SECTION 5. All of the terms and conditions of the amended Agreement not specifically modified by this Amendment shall remain in full force and effect.

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

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

SOUTH BAY CLEAN CREEKS

s.holmes@sbcleancreeks.com

Email: s.holmes@sbcleancreeks.com

STEVE HOLMES
Executive Director

06/30/2022 GMT-07:00

Date: _____

CITY OF SAN JOSE

Sarah Zarate

Email: sarah.zarate@sanjoseca.gov

SARAH ZARATE

06/30/2022

Date: _____

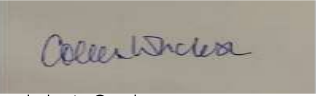
GMT-07:00

NVF:CDW:AHT
6/22/2022

Director
Office of the City Manager

APPROVED AS TO FORM:

COLLEEN WINCHESTER
Senior Deputy City Attorney



Email: colleen.winchester@sanjoseca.gov

Date: 06/30/2022
GMT-07:00

REVISED EXHIBIT A
SCOPE OF SERVICES

GRANTEE will provide the services as described in this EXHIBIT.

A. Period of Service.

Grant Services will commence upon original execution of this agreement and continue through June 30, 2023, with options to extend through June 30, 2025.

B. Description of Services

During each the original term of the Agreement and this First Option, GRANTEE will coordinate creek events to engage community members and bring awareness to San José watersheds. Work will include, but is not limited to, hosting a minimum of ten (10) creek cleanups along with ten (10) citizen monitoring and trash surveys along Coyote Creek, Guadalupe River, and/or Los Gatos Creek each year. Work will also include conducting at least four (4) PowerPoint presentations, creating at least two (2) collateral materials, conducting at least ten (10) community presentations, distributing literature at least five (5) times, creating at least twenty (20) social media posts, creating at least one (1) recycled art project, and hosting at least one (1) town hall meeting per year. GRANTEE will identify methods of outreach to, and events that took place within, disadvantaged communities. GRANTEE may provide these services during the original term of the Agreement or within the term of the First Option, provided that all of the services are complete by June 30, 2023.

C. Project Area

Work shall be conducted along the City's Direct Discharge Trash Control Program Focus Zones as defined in the City's Direct Discharge Trash Control Plan or as otherwise directed by the City of San Jose for areas along Coyote Creek, Guadalupe River, and Los Gatos Creek or areas upstream or downstream of Focus Zones and other tributaries, with City permission.

**REVISED EXHIBIT B
BUDGET SUMMARY**

FY 2021/2022

TASK	RATE	# OF TASKS	ESTIMATED ANNUAL BUDGET
Public Education and Outreach			
PowerPoint Presentations	\$1,000	4	\$4,000.00
Collateral Materials (Videos)	\$5,000	2	\$10,000.00
Community Presentations	\$1,500	10	\$15,000.00
Literature Distribution (Recruiting Events)	\$1,000	5	\$5,000.00
Social Media	\$100	20	\$2,000.00
Recycled Art Projects	\$6,000	1	\$6,000.00
Host Town Hall Meeting	\$5,000	1	\$5,000.00
Total			\$47,000.00
Public Engagement/Cleanups			
Conduct Citizen Monitoring and Trash Surveys	\$2,000	10	\$20,000.00
Creek Cleanups Team 222	\$4,800	10	\$48,000.00
Water Testing Program	\$3,000	2	\$6,000.00
Supplies and Materials	\$4,000	1	\$4,000.00
Total			\$78,000.00
SUB-TOTAL			\$125,000.00

FY 2022/2023

TASK	RATE	# OF TASKS	ESTIMATED ANNUAL BUDGET
Public Education and Outreach			
PowerPoint Presentations	\$1,000	4	\$4,000.00
Collateral Materials (Videos)	\$5,000	2	\$10,000.00
Community Presentations	\$1,500	10	\$15,000.00
Literature Distribution (Recruiting Events)	\$1,000	5	\$5,000.00
Social Media	\$100	20	\$2,000.00
Recycled Art Projects	\$6,000	1	\$6,000.00
Host Town Hall Meeting	\$5,000	1	\$5,000.00
Total			\$47,000.00
Public Engagement/Cleanups			
Conduct Citizen Monitoring and Trash Surveys	\$2,000	10	\$20,000.00
Creek Cleanups Team 222	\$4,800	10	\$48,000.00

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6/22/2022

Water Testing Program	\$3,000	2	\$6,000.00
Supplies and Materials	\$4,000	1	\$4,000.00
Total			\$78,000.00
SUB-TOTAL			\$125,000.00
TOTAL			\$250,000.00

REVISED EXHIBIT C
PAYMENTS TO GRANTEE AND REPORTING SCHEDULE

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

The maximum grant award for the original term and this First Option shall not exceed two hundred fifty thousand dollars (\$250,000.00.) The Grant Award shall be used and expended by GRANTEE for the purposes specified in this AGREEMENT and for no other purposes.

The GRANTEE agrees to account for CITY funds independently from non-CITY funds by tracking all grants and contracts by "Cost Center."

The GRANTEE shall invoice CITY on a quarterly basis. Invoices shall at a minimum include:

1. Date of the invoice
2. A sequential number, based on one or more series, which uniquely identifies the invoice
3. Business/Tax ID #
4. Contact names, addresses and phone numbers of the GRANTEE and the CITY
5. Project name and description
6. Date(s) on which services were provided
7. List and costs of services provided
8. Associated invoices/receipts for services provided

The GRANTEE may provide invoices to the City Representative on a quarterly basis by the deadlines below. Invoices from subcontractors for the respective period should also be included.

- a. October 30
- b. January 30
- c. April 30
- d. July 30

In addition, the GRANTEE will be required to collect and report the following metrics by the 30th day following the quarter (October 30, January 30, April 30 and July 30), which activities were completed along with the following information:

- a. Dates, description and locations of cleanup/outreach events
- b. Description of and number of participants
- c. Total number of hours worked
- a. Total number of bags, volume or weight of debris and trash collected at cleanup events
- d. Identify the major source of trash, when possible
- e. Photo documentation of event
 - i. Grantee shall ensure participants sign a City photo release form
- f. Social media posts and number of impressions