

<b>CITY OF SAN JOSE GRANT AGREEMENT</b>
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**AMENDMENT TO GRANT AGREEMENT  
SUMMARY PAGE**

This AMENDMENT TO GRANT AGREEMENT (“AGREEMENT”) is entered into this 5th day of July, 2022, by the **CITY OF SAN JOSE** (“CITY”), a municipal corporation of the State of California, and **KEEP COYOTE CREEK BEAUTIFUL**, a California non-profit corporation (“GRANTEE”).

Department: Environmental Services Contract No.: \_\_\_\_\_  
Original  
WebGrants ID: \_\_\_\_\_ Contract No. \_\_\_\_\_

Agency: 

Keep Coyote Creek Beautiful
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Project: 

Clean Creek, Healthy Watersheds – KCCB
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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: \_\_\_\_\_

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:	Keep Coyote Creek Beautiful	Environmental Services
Address for Legal Notice:	5339 Prospect Rd # 281 San José, CA 95129	200 E. Santa Clara St., 10 <sup>th</sup> Floor San José, CA 95113-1905
Attention:	Deb Kramer	Kerrie Romanow
E-mail Address:	deb@keepcoyotecreekbeautiful.org	Kerrie.Romanow@sanjoseca.gov
Telephone No.:	(408) 372-7053	(408) 535-8550
Taxpayer ID	82-1286610	
City Business License/Tax No.:	3862329681	

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

**CONTACT INFORMATION**

GRANTEE Contact Person:	Deb Kramer
Title:	Executive Director
Telephone No:	(408) 372-7053
Email:	deb@keepcoyotecreekbeautiful.org

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**

- Revised Exhibit A: Scope of Services
- Revised Exhibit B: Budget Summary
- Revised Exhibit C: Payments to GRANTEE
- Revised Exhibit D: Monitoring, Evaluation, and Reporting Requirements
- Revised Exhibit E: General Service Requirements (Special Grant Conditions)
- Revised Exhibit F: Employee/Volunteer Clearance Verification and Compliance with the Child Abuse and Neglect Reporting Act
- Revised Exhibit G: Insurance Requirements

**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 Keep Coyote Creek Beautiful (“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.

KEEP COYOTE CREEK BEAU

*Deb Kramer*

Email: deb@keepcoyotecreekbeautiful.org

Date:

07/01/2022 GMT-07:00

DEB KRAMER  
Executive Director

CITY OF SAN JOSE

*Sarah Zarate*

Email: sarah.zarate@sanjoseca.gov

Date:

07/05/2022 GMT-07:00

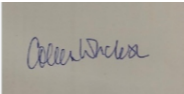
SARAH ZARATE  
Director

NVF:CDW:AHT  
6/22/2022

Office of the City Manager

APPROVED AS TO FORM:

COLLEEN WINCHESTER  
Senior Deputy City Attorney



Email: [colleen.winchester@sanjoseca.gov](mailto:colleen.winchester@sanjoseca.gov)

07/01/2022 GMT-07:00

Date: \_\_\_\_\_

**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 with nature, this will include coordinating each year at least ten (10) creek cleanups, conducting at least eight (8) BioBlitz events, and hosting at least six (6) creek walks, community events, or virtual programming. Work will also include connecting with the public by providing four (4) presentations and maintaining regular digital communications through electronic newsletters, social media postings, and other online promotions. 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 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
<b>Public Education</b>			
Presentations	\$2,000	4	\$8,000.00
Creek walks and other community events	\$2,500	6	\$15,000.00
Supplies and Materials	\$1,000	1	\$1,000.00
BioBlitz Events	\$3,000	8	\$24,000.00
<b>Total</b>			<b>\$48,000.00</b>
<b>Public Outreach</b>			
Attend and host community events including virtual events	\$1,000	5	\$5,000.00
Use various media to raise awareness about watershed issues	\$75	300	\$22,500.00
<b>Total</b>			<b>\$27,500.00</b>
<b>Creek Cleanups</b>			
Creek cleanups	\$4,500	10	\$45,000.00
Volunteer recognition	\$2,500	1	\$2,500.00
Supplies and materials	\$2,000	1	\$2,000.000
<b>Total</b>			<b>\$49,500.00</b>
<b>SUB-TOTAL</b>			<b>\$125,000.00</b>

**FY 2022/2023**

TASK	# OF TASKS	ESTIMATED ANNUAL BUDGET	DESCRIPTION
<b>Public Education and Outreach</b>			
BioBlitz events	8	\$28,200	Conduct citizen-science learning events
Community events	6	\$16,800	Host creek walks, attend community events, or host virtual programming
Presentations	4	\$8,000	Make presentations to community members
Newsletters	20	\$7,000	Send digital newsletters
Digital communication	460	\$23,000	Maintain social media postings, and other online promotions

Supplies		\$5,000	Supplies to host outreach events e.g. insurance, advertising, transportation, permit fees, refreshments
<b>Total</b>		<b>\$88,000</b>	
<b>Creek Cleanups</b>			
Creek Cleanups	10	\$30,000	Host creek and trail cleanups along Coyote Creek
Supplies		\$7,000	Supplies to host cleanup events e.g., insurance, advertising, transportation, permit fees, refreshments, storage
<b>Total</b>		<b>\$37,000</b>	
<b>SUB-TOTAL</b>		<b>\$125,000</b>	

**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 30<sup>th</sup> 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, including identifying events that took place within a disadvantaged community and the methods used for outreach for disadvantaged communities
- b. Description of and number of participants
- c. Total number of hours worked
- d. Description of collaboration with partner agencies
- e. Total number of bags, volume or weight of debris and trash collected at cleanup events
- f. Identify the major source of trash, when possible
- g. Photo documentation of event
  - i. Grantee shall ensure participants sign a City photo release form



h. Social media posts and number of impressions