

**FIRST AMENDMENT TO
CITY OF SAN JOSE GRANT AGREEMENT BETWEEN
THE CITY OF SAN JOSE
AND
OUR CITY FOREST**

This FIRST AMENDMENT TO GRANT AGREEMENT (“First Amendment”) is entered into this ____ day of _____, 2018, by and between the CITY OF SAN JOSE (“CITY”), a municipal corporation, and OUR CITY FOREST, a California nonprofit public benefit corporation (“GRANTEE”).

RECITALS

WHEREAS, on August 17, 2018, CITY and GRANTEE entered into an agreement entitled “CITY OF SAN JOSE GRANT AGREEMENT.” (“AGREEMENT”); and

WHEREAS, CITY and GRANTEE desire to amend the AGREEMENT to increase the amount of total grant funding under the AGREEMENT, expand the scope of services, and modify the reporting requirements;

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

SECTION 1. The total Grant Award set forth on the Summary Page of the AGREEMENT is hereby increased to an amount not to exceed \$299,014.

SECTION 2. EXHIBIT A, “SCOPE OF SERVICES” is amended and replaced in its entirety with REVISED EXHIBIT A, attached and incorporated into this First Amendment.

SECTION 3. EXHIBIT B, "MONITORING, EVALUATION AND REPORTING REQUIREMENTS" is amended and replaced in its entirety with REVISED EXHIBIT B, attached and incorporated into this First Amendment.

SECTION 4. EXHIBIT D, "PAYMENTS TO GRANTEE AND REPORTING SCHEDULE" is amended and replaced in its entirety with REVISED EXHIBIT D, attached and incorporated into this First Amendment.

SECTION 5. All of the terms and conditions of the original AGREEMENT not modified by this First Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year first written above.

"CITY"

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

JON CALEGARI
Deputy City Attorney

By _____
LELAND WILCOX
Chief of Staff
Office of the City Manager

"GRANTEE"

OUR CITY FOREST., a California nonprofit public benefit corporation

By _____
RHONDA BERRY
PRESIDENT & CEO

REVISED EXHIBIT A
SCOPE OF SERVICES

1. GRANTEE shall further the CITY's goals and policies related to best practices in environmental education, urban forestry, water conservation, energy conservation, and air quality.
2. GRANTEE shall further the CITY's goals to engage community members in planting, maintaining, and monitoring trees and plants, understanding this is key to a healthy and sustainable urban forest.
3. GRANTEE shall coordinate with CITY's Arborist, CITY Parks Managers and other CITY staff, as appropriate, on projects concerning the Community Forest and related matters.
4. GRANTEE shall coordinate and conduct an official Arbor Day tree planting event.
5. GRANTEE shall monitor pertinent pending state and federal legislation and provide impact analysis to the CITY as needed.
6. GRANTEE shall seek and obtain grants from non-CITY agencies to provide residents, schools, businesses, agencies and individuals with an array of community forestry programs and services.
7. GRANTEE shall directly administer and manage all non-CITY urban and community forestry grants, including the collection and maintenance of all pertinent program data and financial records.
8. GRANTEE shall utilize \$120,000 in one-time CITY funding to be used exclusively for the retention of fund raising staff (in-house or contracted), to improve the organization's support from private and philanthropic sources and reduce their dependence on CITY budgetary allocations ("Fund Development Operations").
9. GRANTEE shall maintain nonprofit 501c(3) status by meeting all legal and governmental requirements set forth by the State of California
10. GRANTEE shall comply with all state and federal laws pertaining to employment.

REVISED EXHIBIT B
MONITORING, EVALUATION AND REPORTING REQUIREMENTS

1. GRANTEE shall provide a copy of its audited annual financial statements to the CITY by December 31, 2018.
2. GRANTEE shall provide to the CITY copies of any Arbor Day Tree Planting Announcements and photographs of the Arbor Day event.
3. GRANTEE shall provide a list of all non-CITY (Federal, State and Local Agency) grants and partnerships that were entered into during the reporting period. This list shall include the following information:
 - a. The name of the granting agency
 - b. The amount awarded to the GRANTEE
 - c. A description of the scope of services to be performed
 - d. A description of any geographical requirements or limitations.
4. GRANTEE shall provide the accepted minutes of all GRANTEE Board Meetings which occurred during the reporting period.
5. GRANTEE shall provide a quarterly summary of all funds applied for /received as a direct result of the Fund Development Operations. This list shall include the following information:
 - a. The amount received by the GRANTEE in major categories such as Private/Individuals, Corporations, Events, etc.
 - b. The Fund Development Operations Coordinator position is expected to generate new revenues per the following schedule:

Time period	Revenue Generated
0-3 Months	\$15,000
3-6 Months	\$30,000
6-12 Months	\$60,000
Total	\$105,000

REVISED EXHIBIT D
PAYMENTS TO GRANTEE AND REPORTING SCHEDULE

Payment shall be made as stated in the following schedule, subject to CITY approval of all services provided under this AGREEMENT.

- A. CITY agrees to pay GRANTEE a total grant (“Grant Award”) in an amount not to exceed Two Hundred Ninety-Nine Thousand and Fourteen Dollars (\$299,014). CITY will pay the Grant Award to GRANTEE in three (3) payments. The first payment will be in the amount of One Hundred Seventy-Nine Thousand Fourteen Dollars (\$179,014), the second payment will be in the amount of Sixty Thousand Dollars (\$60,000) and the third payment will be in the amount of Sixty Thousand Dollars (\$60,000).
1. As a condition precedent to the CITY’s 1st payment of the Grant Award, immediately upon execution of this AGREEMENT, GRANTEE shall submit to the CITY evidence of the insurance coverage required by **EXHIBIT G** of this AGREEMENT.
 2. As a condition precedent to the CITY’s 2nd payment of the Grant Award. GRANTEE shall submit to the CITY, for review and approval, audited financial statement as specified above in **REVISED EXHIBIT B Section 1** and **SECTION 27** of this AGREEMENT by December 31, 2019.
 3. GRANTEE shall submit to the CITY, for review and approval, all documents in **REVISED EXHIBIT B Sections 2-4** by August 15, 2019.
 4. As a condition precedent to the CITY’s payment of the 3rd installment, GRANTEE shall submit to the CITY, for review and approval, the first two quarterly reports in **REVISED EXHIBIT B Section 5** by March 31st, 2018 and June 30th, 2019.
- B. GRANTEE shall expend the Grant Award on the program set forth in the attached **EXHIBIT A** (“Grant Program”) and in accordance with the Budget Summary submitted. GRANTEE shall not adjust the amount specified for any expense category listed in the Budget Summary by a percentage greater than twenty percent (20%) without the prior written approval of CITY’s DIRECTOR. Any adjustment to the Grant Budget not requiring CITY’s advance approval may only be expended for categories of expenditures identified in the Grant Budget. Any expenditure of the Grant Award that is not in compliance with this SECTION constitutes a disallowed cost.
- C. If any of the Grant Award remains unexpended at the expiration of this AGREEMENT, the DIRECTOR may, at the DIRECTOR’s sole option, extend the term of this AGREEMENT, or alternatively, require GRANTEE to repay any amounts remaining unexpended.