



City of San José
Office of Economic Development
Diridon Engagement Community Partnership Grant

GRANT AGREEMENT

GROUP NAME:	
Funding Amount:	
Contact Person:	
Address:	
Email:	
Person Responsible for Grant:	
Phone:	

This Grant Agreement (“Agreement”) is between the **CITY OF SAN JOSE** (CITY) and _____ (GRANTEE) for a Diridon Engagement Community Partnership grant for the term beginning December 1, 2019 and ending on December 31, 2020.

This Agreement is signed by the CITY and the GRANTEE. The purpose of this Agreement is to outline the terms of the grant and the responsibilities of the GRANTEE. One authorized representative from the group must sign the Agreement. By signing this Agreement, GRANTEE agrees to adhere to the grant requirements (Section 4.0).

In view of the above, the parties agree as follows:

1.0 SCOPE OF GRANT

GRANTEE has been awarded a grant to provide the following activities and deliverables:

- 1.1 Assist City staff with conducting outreach for City-hosted events and/or organizing engagement activities with City oversight. Outreach involves informing community members about the process and opportunities to get

involved and encouraging participation in planned events. Tasks will include the following:

- a. Informing residents of planned public meetings and workshops through handing out flyers, door-to-door-canvassing, phone calls, social media, etc.
- b. Organizing and hosting neighborhood meetings, focus groups, pop-up workshops at community events, and/or other types of gatherings
- c. Developing alternative ways for community members to provide feedback such as through art or media
- d. Other activities as needed.

Deliverable: Summary of Outreach Completed and Input Received.
Date of deliverable: 2 weeks from completion of engagement activities (per outreach round)

- 1.2 City staff and its consultants shall work with the GRANTEE to develop a toolkit of outreach/engagement materials and methods for collecting and documenting input received. The project team and decision-makers (e.g., City Council) will consider community input as part of the planning process.

2.0 TERMS AND CONDITIONS OF GRANT AGREEMENT

- 2.1 The term of this Agreement shall commence on December 1, 2019 and shall expire on December 31, 2020. Regardless of the date of execution of the Agreement, this Agreement is effective as of December 1, 2019.
- 2.2 The CITY has allocated \$30,000 in grant funds for partnerships with community organizations to support engagement of target populations. The funding options are \$2,500, \$5,000, or \$10,000 – depending on the scope of services to be provided by the organization. These funds may be used to cover staff time and direct costs of any engagement activities not hosted by the City. The CITY reserves the right to award less than the amount specified above.
- 2.3 GRANTEE must spend the Grant Award within the time limit of this Agreement as well as in accordance with the activities and conditions set forth in Section 1, “SCOPE OF GRANT” and according to the schedule set forth in Application, entitled “BUDGET,” unless a formal request is submitted in writing, on specified forms, and approved by the City Director or designee.
- 2.4 The GRANTEE shall provide proof of organizational status and proof of a bank account. If the GRANTEE is a certified non-profit organization, the

GRANTEE shall also demonstrate that they are in good standing with the IRS and the Secretary of State's office.

3.0 PAYMENT

Payment will be made to GRANTEE (in the name of the Group) through the CITY (Office of Economic Development). No payments will be made to persons in their own individual capacity. The CITY will disburse 100 percent of the grant award of \$_____ to GRANTEE upon full execution of this Agreement.

4.0 GRANT REQUIREMENTS

By signing this Agreement, GRANTEE agrees to comply with the following grant conditions:

- 4.1 GRANTEE shall work with the CITY on engagement from December 1, 2019 through December 31, 2020, inclusive. It is anticipated that the most time-intensive work will occur in the January to May 2020 timeframe. The process will include regular check-ins with the Diridon Program Manager and occasional meetings with the project team.
- 4.2 At the start of the work, the project team and GRANTEE shall establish performance measures and communication protocols to help ensure a mutually beneficial and productive partnership.
- 4.3 GRANTEE shall be expected to serve as neutral conveners aimed at bringing people into the conversation and working with the CITY to achieve process goals rather than particular project outcomes.

5.0 GRANT AWARD CHECK

Grant award checks will be valid for 90 days after the date of issue. The award check must be cashed within this time period. In the event the check is not cashed before it expires, the grant award will be considered forfeited and funds will be returned back to CITY.

6.0 GRANT REPORTING

- 6.1 GRANTEE must submit a Final Grant Report (**ATTACHMENT A**) to the CITY by December 31, 2020. The CITY will review and approve the report.
- 6.2 Legible copies of receipts for all expenses **MUST** accompany the Final Grant Report. Ineligible expenses (**ATTACHMENT B**) and expenses not accompanied by a receipt must be reimbursed to the CITY. *It is the GRANTEE's responsibility to understand Eligible and Ineligible expenses*

relative to the Diridon Engagement Community Partnership Grant. Checks for repayment of grant funds must be made payable to the City of San José.

7.0 CHANGE OF GRANT CONTACT

GRANTEE must notify the CITY in writing if there is a change in the Board of Directors or Grant Contact during the grant period. See section 8.0 below for submission directions.

8.0 SUBMISSION

All required reports, documentations, notices, and written reports must be submitted to:

City of San José, Office of Economic Development
17th Floor (c/o Lori Severino)
200 East Santa Clara Street
San José, CA 95112
Phone: (408) 535-3537
Email: lori.severino@sanjoseca.gov

9.0 BACKGROUND CHECKS

CITY may require applicants to have fingerprinting and California Department of Justice background checks, plus FBI background, or equivalent national database background checks acceptable to CITY, and TB tests, on participants or volunteers who work with minors. Programs involving services to the frail and elderly may also be required to conduct background checks.

10.0 GRANT TERMINATION AND REFUND

- 10.1 GRANTEE's obligations under this Agreement shall be deemed material. If GRANTEE fails to perform any of its obligations under this Agreement, CITY may terminate this Agreement upon thirty (30) days advance written notice ("Notice Period") to GRANTEE, specifying GRANTEE's breach and providing GRANTEE with either the opportunity to cure the specified breach or the opportunity to commence to cure the specified breach within the Notice Period in those instances where the specified breach cannot reasonably be cured within the Notice Period. In the event GRANTEE fails to cure or to commence to cure the specified breach within the Notice Period, CITY may terminate this Agreement.
- 10.2 Office of Economic Development or designee is authorized to terminate this Agreement on CITY's behalf.

10.3 In the event of termination of this Agreement, GRANTEE will refund the grant amount.

11.0 NONDISCRIMINATION

GRANTEE is prohibited from discriminating on the basis of race, color, creed, religion, sex, sexual orientation, actual or perceived gender identity, marital status, family status (minor or no minor children), national origin, ancestry, age, disability, political affiliation or belief.

12.0 PUBLIC RECORD

All responses to the grant opportunity and this Agreement become property of CITY and shall become a matter of public record.

13.0 DIRIDON ENGAGEMENT PROGRAM CONTACT INFORMATION

Lori Severino
Diridon Program Manager
Office of Economic Development
City of San José
200 East Santa Clara Street, 17th Floor Tower
Phone: (408) 535-3537
Email: lori.severino@sanjoseca.gov

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

CITY OF SAN JOSE, a municipal
corporation

Kim Walesh
Director - Office of Economic Development
Deputy City Manager

Date: _____

GRANTEE REPRESENTATIVE
«Organization_Legal_Name»

Signature

Print Name

Title: _____

Date: _____

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(The Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form:

Johnny V. Phan
Sr. Deputy City Attorney

Date

ATTACHMENT A

Final Grant Report Template

**City of San José
Office of Economic Development
Diridon Engagement Community Partnership Grant**

Final Grant Report

Organization:

Date:

Submittal Instructions:

This report is due to the City of San José by December 31, 2020. Timely filing will help ensure the organization remains eligible for future grants. If you have any questions, please contact Lori Severino at 408-535-3537 or lori.severino@sanjoseca.gov.

Please submit 2 copies of this report to:

City of San José, Office of Economic Development (c/o Tara Reid)
200 E. Santa Clara Street, 17th Floor Tower
San José, CA 95113

Changes in Contacts:

Please check if there has been a change in the following data since signing the Grant Agreement.

Organization's address or phone number Principal contact Grant contact

For any boxes checked above, please provide the updated information here:

Contact Information:

Name and title of primary person completing this report:

Email address:

Phone number:

Certification

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this grant report. To the best of my knowledge and belief, the information provided in this report and all attachments is true and correct.

Authorized Officer's Signature

Date

Name of Officer Signing this Form

Title of Officer Signing this Form

NARRATIVE AND PROGRAM EVALUATION:

1. Please share the work your organization completed as a grant recipient to support the outreach and engagement activities for the Diridon Station Area:

2. List how your organization spent the grant funds in the following table. Also, please attach proof of these qualifying expenses to this report, consistent with Section 6.0 of the Grant Agreement.

Item	Date	Amount (\$)

Total: \$ _____

3. Describe your experience with partnering with the City of San José as part of this grant program. What worked well? What did you learn? What would you recommend for improving the program? (*suggested length: 2-3 paragraphs*)

4. Please indicate your level of agreement with the following statements:

Through this partnership...	Strongly Disagree	Somewhat Disagree	Neutral	Somewhat Agree	Strongly Agree	No opinion/ Not applicable
...we increased our understanding of city planning and development review processes.						
... we learned about new and different perspectives.						
... we developed stronger relationships with City of San José staff.						
... we developed stronger relationships with the community.						
...we feel more empowered to participate in future community engagement activities.						
Our contribution made a positive difference in the engagement process.						
Our contribution made a positive difference in the communities we serve.						

**ATTACHMENT B
INELIGIBLE EXPENSES**

GRANTEE shall **not** use funds for activities or items such as:

1. Fiscal agent fees;
2. Subscriptions/Advertising/Registrations to all electronic communication programs, websites, and social media that exceed \$750 per grant cycle;
3. Purchase of computers, software, cameras, gardening tools, or equipment, or any other permanent equipment;
4. Disposable cameras/film;
5. Transportation costs or admission fees including the rental or purchase of vehicles;
6. Gasoline;
7. Facility Use Fees that exceed \$500 for an event or meeting;
8. All items that will be gifted to residents/others;
9. Gift cards, give-a-ways, prizes (raffle or game), handouts, and food not consumed at neighborhood event or activity;
10. IRS or government fees;
11. Ongoing bank fees;
12. All insurance fees except for insurance for Neighborhoods Association Meetings and Special Events;
13. Political campaigns and candidate forums, debates, or meet-the-candidate events;
14. Any activity with a religious message or theme;
15. Contributions to the Family Giving Tree, any other Non-Profit/Profit organization, or Neighborhood Association;
16. Alcoholic beverages;
17. Any food served at a restaurant. Takeout food from restaurants is eligible (limited to \$15 per person);
18. Any event that requires payment for attendance. Events must be open to all residents inside the Neighborhood Association boundaries. A donation may be requested, but cannot be required for attendance;
19. Hiring of personnel to assist in the project