



CITY OF SAN JOSÉ, CALIFORNIA

Office of the City Clerk
200 East Santa Clara Street, Tower – 14th Floor
San José, California 95113
Telephone (408) 535-1260
Facsimile (408) 292-6207

TONI J. TABER, CMC
City Clerk

RECEIVED

AUG 28 2018

Via E-Mail Only

Nancy Albarran
San Jose Unified School District
855 Lenzen Avenue
San Jose CA 95126
Juan.cruz@fmsd.org

SUPERINTENDENT'S OFFICE
SAN JOSE UNIFIED SCHOOL DISTRICT

Dear Nancy:

Congratulations! Your organization has been awarded a grant in the amount of \$44,000.00 at the recommendation of Councilmember Peralez and D3 Decides. The attached electronic grant agreement contains the grant amount, the purpose of the grant, and the conditions of the grant award.

Please print two (2) copies of this grant agreement, sign and return both original grant agreements within thirty (30) days of receipt or the grant may be invalidated. Please note that the agreements must be signed by your organization's Authorized Signatory as designated by your Governing Board or Board of Directors. Please leave the agreement date blank as the date will be entered once the agreement is fully-executed.

Please mail two (2) original signed grant agreements (along with any requested required documents) to:

Office of the City Clerk
Attn: Christina Gutierrez
200 East Santa Clara Street
Tower – 14th Floor
San Jose, CA 95113

Please feel free to contact Christina Gutierrez at (408) 535-1279 or via e-mail at Christina.Gutierrez@sanjoseca.gov if you have questions, need additional information regarding grant requirements, or would like to check the status of your grant application.

Sincerely,

TONI J. TABER, CMC /s/
City Clerk

DISTRICT 3 GRANT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 20____, by and between the CITY OF SAN JOSE, a municipal corporation ("City") and San Jose Unified School District ("Grantee").

Grantee is a ☐ non-profit corporation registered with the State of California ☐ unincorporated association ☐ political subdivision of the State of California ☒ Other. If Other, please explain: School District

SECTION 1. GRANT AWARD

- A. Upon full execution of this Agreement, City agrees to pay to Grantee a grant award in the amount of \$44,000.00 ("Grant Award").
- B. Grantee shall spend the Grant Award only for the purposes specified below (the "Grant Project"). San Jose Unified School District will \$44,000 in funds to be used for sports and library improvements, to the 11 schools that fall within District 3's boundaries, to enhance education for their students. \$3,000 for each school must be allocated to purchasing sports equipment and \$1,000 for each school must be allocated for the school library. This funding comes from the San Jose District 3's 2nd annual D3 Decides Participatory Budgeting program. Please notify District 3 how the schools decide to use this grant and how it has benefited the students. The following school will receive \$4,000 each: Anne Darling Elementary, Bachrodt Elementary, Empire Gardens Elementary, Gardner Elementary, Grant Elementary, Horace Mann Elementary, Lowell Elementary, Olinder Elementary, Washington Elementary, Peter Burnett Middle School and San Jose High Academy.

C.

SECTION 2. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on the date of execution by City and shall expire on the 30th day of December, 2018, unless sooner terminated in accordance with the terms of this Agreement.
- B. If Grantee fails to use the Grant Award as specified herein, the City Clerk may terminate this Agreement upon seven (7) days' written notice to Grantee. No later than sixty (60) days after Grantee's receipt of the City's termination notice, Grantee shall refund the unused grant amount to the City; except that Grantee shall have no obligation to refund to City any portion of the Grant Award that was expended in accordance with the terms of this Agreement.
- C. Grantee shall not expend any portion of the funds provided under this Agreement ("Grant Award") to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this SECTION, shall be deemed a disallowed cost.

- D. Grantee shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 3. ACCOUNTING/AUDIT

- A. Grantee shall maintain proper accounting records in accordance with generally accepted accounting principles. All financial documents and transactions associated with this grant shall be available to the City for inspection, copying, and audit purposes during regular business hours.
- B. Grantee further agrees that such right of City to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. Grantee shall preserve and make available its records (1) until the expiration of three years from the date of expiration or sooner termination of this Agreement, or (2) for such longer period, if any, as is required by applicable law.

SECTION 4. INDEMNIFICATION AND HOLD HARMLESS

Grantee agrees to protect, defend, indemnify and hold harmless City, its officers, employees and agents from any and all liability, loss, damage, suits, actions, or claims arising or resulting from the performance of this Agreement by Grantee, its officers, volunteers, employees, or agents. This section will survive expiration or sooner termination of this Agreement.

SECTION 5. INSURANCE REQUIREMENTS

☒ Insurance is not required.

☐ Insurance is required. Grantee agrees to have and maintain the policies set forth in the attached Exhibit A, entitled "INSURANCE." All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Grantee agrees to provide City with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

SECTION 6. COMPLIANCE WITH ALL LAWS/NON-DISCRIMINATION

- A. Grantee shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
- B. Grantee shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 7. NOTICES

Any communication or notice which either party is required to send to the other or which either party desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, to the City as addressed below and to Grantee as set forth in Grantee's signature block.

City: Toni J. Taber, CMC
City Clerk
200 E. Santa Clara St.
Tower 14th Floor
San Jose, CA 95113

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

FORM AGREEMENT APPROVED BY THE
OFFICE OF THE CITY ATTORNEY

"CITY"

CITY OF SAN JOSE, a Municipal
Corporation

By: _____
TONI J. TABER, CMC
City Clerk

"GRANTEE"

(NAME OF ORGANIZATION)

By: _____
Name:
Title:

Address:

Telephone:

Federal Tax ID No.:

