

DISTRICT 04 GRANT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2021 by and between the CITY OF SAN JOSE, a municipal corporation ("City") and California Emerging Technology Fund ("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:

SECTION 1. GRANT AWARD

- A. Upon full execution of this Agreement, City agrees to pay to Grantee a grant award in the amount of \$10,000.00 (Five Thousand Dollars) ("Grant Award").
- B. Grantee shall spend the Grant Award only for the purposes specified below (the "Grant Project"). THIS GRANT TO THE CALIFORNIA EMERGING TECHNOLOGY FUND IS TO HELP THE ORGANIZATION CONTINUE SERVING THE RESIDENTS OF SAN JOSE BY HELPING CLOSE THE "DIGITAL DIVIDE" BY ACCELERATING THE DEPLOYMENT AND ADOPTION OF BROADBAND TO UNSERVED AND UNDERSERVED COMMUNITIES AND POPULATIONS.

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 28th day of February 2021, 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.

SECTION 8. 2020 CENSUS EFFORTS

In the spirit of cooperation, the City of San Jose requests that the grantee undertake good faith efforts to assist the City of San Jose with the 2020 Census. Such efforts may include, but are not limited to, distributing marketing materials developed by the United States Census, City of San Jose, or County of Santa Clara to members of the community that grantee provides services to, especially in hard to count census tracts as identified by the U.S. Census or the City of San Jose, as well as providing awareness of and encouraging participation in the Census through grantee's normal service delivery with special events, workshops, and other community activities, and communication channels such as e-mail blasts, website, newsletters, and social media.

City: Toni J. Taber, CMC
City Clerk
200 E. Santa Clara St.
14th Floor of the Tower
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: mjrodriguez
for TONI J. TABER, CMC
City Clerk

“GRANTEE”

(NAME OF ORGANIZATION)

By: Sunne Wright McLeave


Name:

Title:

Address:

Telephone:

Federal Tax ID No.:

 _____

CITY COUNCIL CONTRIBUTION REQUEST FORM

Council District: 4	Contact Person: Lan Diep	Phone: 408-535-4904
Grantee Name: California Emerging Technology Fund		
Grantee Taxpayer ID: ██████████	Charitable Trust (CT) # 0136617	
Grantee Contact: Alana O'Brien	Title: Vice President	
Phone: 415-519-1949	Fax:	
Email: alana.obrien@cetfund.org		
Address: CETF San José Digital Inclusion Partnership Donation Account P.O. Box 5897		
City: Concord	State: CA	Zip: 94524
Hand Deliver Check <input type="checkbox"/> Mail Check <input type="checkbox"/> Address for check:		
City	State	Zip
GRANTEE TYPE		
<input checked="" type="checkbox"/> Non-profit corporation registered with the State of California <input type="checkbox"/> School District		
<input type="checkbox"/> Unincorporated Association <input type="checkbox"/> City of San José Department		
<input type="checkbox"/> Political Subdivision of the State of California <input type="checkbox"/> Other: _____		
PURPOSE OF THE GRANT		
<p><u>This grant to the California Emerging Technology Fund is to help the organization continue serving the residents of San Jose by helping close the "digital divide" by accelerating the deployment and adoption of broadband to unserved and underserved communities and populations.</u></p> <p><i>Note: No Funds Shall be used for religious or political purposes.</i></p>		
SOURCE OF FUNDS		
<input checked="" type="checkbox"/> Council Grant: I understand it will be funded by my Council District Office appropriation.		
<input type="checkbox"/> SAP Pavilion at San José District Funds: I understand it will be funded by the Arena Community Fund City-wide appropriation, and that my district is allocated \$25,000 per year.		
<input type="checkbox"/> Constituent Outreach: I understand it will be funded by my Constituent Outreach Appropriation Amount: \$ 10,000		
Is the councilmember or his/her spouse or domestic partner affiliated with the grantee in any way? (For example, a paid or unpaid member, director, officer, or advisor to the grantee)		
<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes.		
If yes, please explain: _____		

CITY COUNCIL CONTRIBUTION REQUEST FORM

To the best of my knowledge, this request complies with the City Council Expenditure and Reimbursement Policy (CPM # 0-38).

Dated: 12/17/2020

San Diep

Councilmember's Signature

Dated: 02/15/21

mjrodriguez

Toni Taber, CMC
City Clerk

FOR OFFICE OF THE CITY CLERK USE

Visible Code: (Number)

Date check received from Finance: _____ Check Number: _____ Distribution date: _____

Is the grantee requesting Council grants from other Council Districts at this time? Yes No

Has the grantee received any other Council grants within the past 12 months? Yes No

Has the grantee received any other City of San José Grants within the past 12 months? Yes No

Revised: 10/20/2014



CITY OF SAN JOSÉ, CALIFORNIA

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

TONI J. TABER, CMC
City Clerk

January 6, 2021

Via E-Mail Only

Alana O'Brien
California Emerging Technology Fund
CETF San José Digital Inclusion Partnership Donation Account P.O. Box 5897
Concord, CA 94524
alana.obrien@cetfund.org
(email only)

Dear Alana,

Congratulations! Your organization has been awarded a grant in the amount of \$10,000.00 at the recommendation of Former Councilmember Lan Diep. The attached electronic grant agreement contains the grant amount, the purpose of the grant, and the conditions of the grant award.

Please sign this grant agreement in blue ink, and email it back to me, along with an authorized signature form, that I will send to you separately. 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.

Along with the two original signed grant agreements, you must send the following documentation for your grant to be processed:

1. Organization's Resolution from Governing Board or Board of Directors Designating Officers and Authorized Grant Signatory (Document listing officers and indicating which members are authorized to sign and enter into agreements/contracts on behalf of the organization.)
2. IRS Employer Identification Number (EIN)/Taxpayer Identification Number (TIN) Confirmation Notice
3. Organization's Bylaws

Please also provide the following information and/or documentation if applicable to your organization:

1. Organization's Articles of Incorporation (For non-profit organizations)
2. Proof of Non-Profit Status
3. Fictitious Business Name Statement (Doing Business As – DBA)
4. Provide Charitable Trust Number from the California Secretary of State: CT# _____

The signed agreement and all the other documents should be sent back to me by February 15, 2021 for grant processing. If the documents are not returned by requested date, the grant would not be processed.

Please email all documents to: Charulatha.thiyagarajan@sanjoseca.gov

If you have questions, or need additional information regarding grant requirements, or would like to check the status of your grant application, please email me at the email address above.

Sincerely,

TONI J. TABER, CMC

City Clerk



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

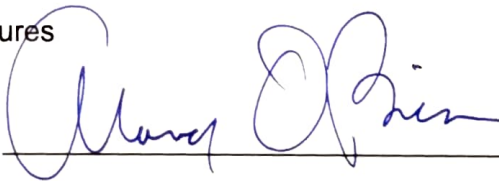
DATE: January 6, 2021 TOTAL PAGES: (INCLUDING THIS PAGE) 25

CONSULTANT NAME: Alana O'Brien

EMAIL: alana.obrien@ceffund.org

PHONE: 415-744-2386 or cell 415 519 1949

- I agree to use electronic signatures

SIGNATURE OF CONSULTANT: 

DIRECTIONS:

- REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:
1. SIGN THE DOCUMENT
 2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
 3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN **BLUE** INK
 4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

To BE COMPLETED BY CITY STAFF:

- ALTERNATIVE METHODS OF VERIFICATION:
- USE OF A PASSWORD PROTECTED WEBSITE
 - CONFIRMED BY A KNOWN TELEPHONE NUMBER
 - PERSONALLY KNOWN TO CITY STAFF

City of San José Contract/Agreement Transmittal Form

Route Order

Attached / Completed

Electronically Signed

TO: City Attorney
 City Manager
 City Clerk **OR** Return to
Dept. (circle one)

Insurance Certificates / Waivers Electronically Signed: Select one
 Business Tax Certificate Audit Trail Attached (if applicable)
 Contacted Clerk re: Form 700
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Grant Applications/Agreements

REQUIRED INFORMATION FOR ALL CONTRACTS:

Existing GILES # 667180-000

Contractor: California Emerging Technology Fund

Address: P.O. Box 5897, Concord, CA 94524

Phone: 415-519-1949

Email: alana.obrien@cetfund.org

Contract Description: This grant to the California Emerging Technology Fund is to help the organization continue serving the residents of San Jose by helping close the "digital divide" by accelerating the deployment and adoption of broadband to unserved and underserved communities and populations.

Term Start Date: upon execution Term End Date: 02/28/21 Extension: Select one

Method of Procurement: Select one RFB, RFP or RFQ No.: _____ Date Conducted: _____

Agenda Date (if applicable): _____ Agenda Item No.: _____

Resolution No.: _____ Ordinance No.: _____

Original Contract Amount: \$10,000 Amount of Increase/Decrease: _____

Option #: ___ of ___ Option Amount: _____ Updated Contract Amount: _____

Fund/Appropriation: 001-40-000040-4064

Form 700 Required: Select one

Business Tax Certificate No.: CT0136617 Expiration Date: _____

Department: Select one

Department Contact Name/Phone: Charulatha Thiyagarajan (408) 535-1260 or Lan Diep (408) 535-4904

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date