

## DISTRICT 4 GRANT AGREEMENT

This Agreement is made and entered into this 15th day of February, 2021 by and between the CITY OF SAN JOSE, a municipal corporation ("City") and Uplift Family Services ("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 \$15,000.00 ("Grant Award").
- B. Grantee shall spend the Grant Award only for the purposes specified below (the "Grant Project").  
*This grant shall be used by Uplift Family Services to help fund its programs and services that help children and family members recover from trauma – such as abuse, severe neglect, addiction, and poverty. With an office located in San Jose, services are open to our residents.*

### **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 28<sup>th</sup> 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.
- C. 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.  
14<sup>th</sup> 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"**

Uplift Family Services  
(NAME OF ORGANIZATION)

By: Kathryn McCarthy  
Name: Kathryn McCarthy  
Title: President

Address:  
251 Llewellyn Ave  
Campbell, CA 95008

Telephone:  
(408) 364- 4028

Federal Tax ID No.:



## CITY OF SAN JOSÉ, CALIFORNIA

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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**

Uplift Family Services

Darren DeMonsi

499 Loma Alta Ave

Los Gatos, CA 95030

[ddemonsi@upliftfs.org](mailto:ddemonsi@upliftfs.org)

(email only)

Dear Darren,

Congratulations! Your organization has been awarded a grant in the amount of \$15,000.00, 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.

**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](mailto: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 27, 2021 TOTAL PAGES: Six (6)  
(INCLUDING THIS PAGE)  
CONSULTANT NAME: Kathryn McCarthy  
EMAIL: kathy.mccarthy@upliffts.org  
PHONE: 408-364-4028

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 COUNCIL CONTRIBUTION REQUEST FORM**

Council District: 4	Contact Person: Lan Diep	Phone: 408-535-4904
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Grantee Name: Uplift Family Services

Grantee Taxpayer ID: ██████████	Charitable Trust (CT): C0730759
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Grantee Contact: Darren DeMonsi	Title: Associate Director of Development
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Phone: 408-417-0784	Fax:
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Email: [ddemonsi@upliftfs.org](mailto:ddemonsi@upliftfs.org)

Address: 499 Loma Alta Ave

City: Los Gatos		Zip: 95030
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Hand Deliver Check  Mail Check  Address for check: Attn: Fund Development, 499 Loma Alta Ave

City: Los Gatos	State: CA	Zip: 95030
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**GRANTEE TYPE**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-profit corporation registered with the State of California<br><input type="checkbox"/> Unincorporated Association<br><input type="checkbox"/> Political Subdivision of the State of California | <input type="checkbox"/> School District<br><input type="checkbox"/> City of San José Department<br><input type="checkbox"/> Other: _____ |
|--|---|

**PURPOSE OF THE GRANT**

This grant shall be used by Uplift Family Services to help fund its programs and services that help children and family members recover from trauma – such as abuse, severe neglect, addiction, and poverty. With an office located in San Jose, services are open to our residents.

*Note: No Funds Shall be used for religious or political purposes.*

**SOURCE OF FUNDS**

- Council Grant:** I understand it will be funded by my Council District Office appropriation.
- 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.
- Constituent Outreach:** I understand it will be funded by my Constituent Outreach Appropriation  
Amount: \$ 15,000

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)

- No.       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

*Jan Diep*

Councilmember's Signature

Dated: 02/15/21

*mjrodriguez*

for 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 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 # 667185-000

Contractor: Uplift Family Services

Address: 499 Loma Alta Ave, Los Gatos, CA, 95030

Phone: 408-417-0784

Email: ddemonisi@upliftfs.org

Contract Description: This grant shall be used by Uplift Family Services to help fund its programs and services that help children and family members recover from trauma – such as abuse, severe neglect, addiction, and poverty. With an office located in San Jose,

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: \$15,000 Amount of Increase/Decrease: \_\_\_\_\_

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_ Updated Contract Amount: \_\_\_\_\_

Fund/Appropriation: 1-40-000040-4064

Form 700 Required: Select one

Business Tax Certificate No.: C0730759 Expiration Date: \_\_\_\_\_

Department: Council (40)

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



[REDACTED]

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