

DISTRICT 06 GRANT AGREEMENT

This Agreement is made and entered into this 12th day of October, 2021 by and between the CITY OF SAN JOSE, a municipal corporation ("City") and LINCOLN HIGH SCHOOL FOUNDATION ("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 \$1,000.00 ("Grant Award").
- B. Grantee shall spend the Grant Award only for the purposes specified below (the "Grant Project").

This grant to the Lincoln High School foundation is for their student academic and enrichment programs, which benefit the San Jose community.

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 31st Day of December, 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.

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”

Lincoln High School Foundation

(NAME OF ORGANIZATION)


By: Rachel M Bata
Name: Rachel Bata
Title: President

Address:
555 Dana Ave.

San Jose, CA 95126

Telephone:
408-535-6300

Federal Tax ID No.:



CITY COUNCIL CONTRIBUTION REQUEST FORM

Council District: 96 Contact Person: Linda Nellis Phone: 408 535 4906

Grantee Name: Lincoln High School Foundation

Grantee Taxpayer ID: [REDACTED] Charitable Trust (CT) # **Active/ Current**

Grantee Contact: Ray Umeda Title: President **C1894368/ 095291**

Phone: 408 535 6300 Fax: **Invoice # 246812122**

Email: ALincolnfoundation@gmail.com **Vendor # 24681**

Address: 555 Dana Avenue **Batch # 790862**

City San Jose State ca Zip 95126

Hand Deliver Check Mail Check Address for check: see above

City _____ State _____ Zip _____

GRANTEE TYPE

- Non-profit corporation registered with the State of California
- School District
- Unincorporated Association
- City of San José Department
- Political Subdivision of the State of California
- Other: _____ **Educational**

This grant to the Lincoln High School foundation is for their student academic and enrichment programs, which benefit the San Jose community.

PURPOSE OF THE GRANT

Lincoln High School Foundation

SAP

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: \$ 1000

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) **\$1,000**

No. Yes.

If yes, please explain: _____

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

Dated: 8/30/21

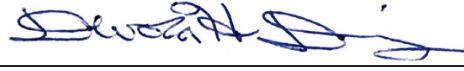
[Signature]

Councilmember's Signature

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: 4/26/21



Councilmember's Signature

Dated: 10/12/21



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



- FOR YOUR ELECTRONIC SIGNATURE
- FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: October 10, 2021 TOTAL PAGES: 4
(INCLUDING THIS PAGE)

CONSULTANT NAME: Rachel Bata (on behalf of Lincoln High School Foundation)
EMAIL: alincolnfoundation@gmail.com
PHONE: 408-535-6300

I agree to use electronic signatures

SIGNATURE OF CONSULTANT: *Rachel Bata*

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 # 667465-000

Contractor: Lincoln High School Foundation

Address: 555 Dana Avenue, San Jose, CA 95126

Phone: 408-535-6300

Email: ALincolnfoundation@gmail.com

Contract Description: This grant to the Lincoln High School foundation is for their student academic and enrichment programs, which benefit the San Jose community.

Term Start Date: Upon execution Term End Date: 12/31/2021 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: \$1000.00 Amount of Increase/Decrease: _____

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

Fund/Appropriation: 001-40-009446-4064

Form 700 Required: Select one

Business Tax Certificate No.: _____ Expiration Date: _____

Department: Council (40)

Department Contact Name/Phone: Charu Thiyagarajan (408) 535-1260 or Linda Nellis (408) 535-4906

Notes:

Department Director Signature: _____ Date

Office of the City Manager Signature: _____ Date