

City of San José  
 Department of Parks, Recreation, and Neighborhood Services  
**BEAUTIFYSJ GRANT**  
 Funding Cycle 4

**MEMORANDUM OF UNDERSTANDING**

<b>GROUP NAME:</b>	<b>Vietnamese In San Jose</b>
Funding Amount:	<b>\$1,500</b>
Contact Person:	<b>Tuonganh Nguyen</b>
Address:	<b>2665 Dryden Avenue, Gilroy CA 95020</b>
Email:	<b>viet.help.vnsj@gmail.com</b>
Person Responsible for Grant:	<b>Tuonganh Nguyen</b>
Phone:	<b>4083937405</b>

This Memorandum of Understanding (MOU) is between the **CITY OF SAN JOSE** (CITY) and **Vietnamese In San Jose** (GRANTEE) for a BeautifySJ grant for the term beginning January 1, 2022 and ending on December 31, 2022. All projects must be completed by December 31, 2022.

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

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

**1. SCOPE OF GRANT**

GRANTEE has been awarded a BeautifySJ Award to provide following activities/items:

Activity	Permission Required	BeautifySJ Funding
Litter Clean up at City of San Jose Parks and Trails	No	\$1,500
		\$-
		\$-
		\$-
		\$-
		\$-
		\$-
		\$-
		\$-
		\$-
		\$-
		\$-
		\$-
		\$-
<b>Total Funding Amount</b>		<b>\$1,500</b>

**It is the GRANTEE’s responsibility to understand Eligible and Ineligible expenses relative to the BeautifySJ Cycle 4 Grant.**

**2. TERM AND CONDITIONS OF MEMORANDUM OF UNDERSTANDING**

The term of this MOU shall commence on January 1, 2022 and shall expire on December 31, 2022. All projects must be complete by December 31, 2022. Regardless of the date of execution of the MOU, this MOU is effective as of January 1, 2022.

GRANTEE must spend the Grant Award within the time limit of this MOU as well as in accordance with the activities and conditions set forth in Section I, “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’s Director of Parks, Recreation, and Neighborhood Services (“Director”) or designee in accordance the conditions set forth in Section 4.3, entitled “CHANGES TO AGREEMENT” or Section 4.6, entitled “CHANGES OF BOARD OR GRANT CONTACT”.

**3. PAYMENT**

Payment will be made to GRANTEE (in the name of the Group) through the BeautifySJ Fiscal Agent (“Fiscal Agent”). No payments will be made to persons in their own individual capacity. The Fiscal Agent will disburse the entire grant award of **\$1,500** in one lump sum to GRANTEE.

## **4. GRANT REQUIREMENTS**

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

### **4.1 NEIGHBORHOOD RESOURCES**

GRANTEE is expected to invest some of its own resources in the form of volunteer labor, cash, or donations from outside sources.

- Volunteer labor is valued at \$25.00 per hour.
- Skilled trained labor may be valued at its prevailing cost rate.
- GRANTEEs funded beyond a second time must contribute matching funds of at least 50% of the total amount requested from BeautifySJ.

### **4.2 GRANT AWARD CHECK**

Payment will be processed upon full execution of the Memorandum of Understanding and made to GRANTEE through the BeautifySJ Fiscal Agent. No payments will be made to persons in their own individual capacity.

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.

### **4.3 CHANGES TO AGREEMENT**

GRANTEE may be allowed to make a change to grant agreement by submitting a change request form ("Change Request").

In the event GRANTEE desires to modify the "SCOPE OF GRANT", CITY shall have the authority to approve the following categories of Change Requests, by electronic mail or letter signed by the CITY, without the necessity of a formal written amendment to this AGREEMENT:

1. Changes to activity so long as the proposed activity is consistent with the BeautifySJ Program as described in the BeautifySJ Cycle 4 Funding Opportunity's General Information and Requirements document.
2. Changes that adjust BeautifySJ funding by no more than 20%.

Change Requests may be submitted at any time prior to December 31, 2022. All activities must be completed within the term of the grant.

Change Request must be submitted to the Fiscal Agent who will review and forward to CITY for final approval.

#### **4.4 GRANT EXTENSIONS**

In the event a project is not completed by December 31, 2022, the GRANTEE may submit a contract amendment request, which is subject to approval by the CITY.

#### **4.5 GRANT REPORTING**

GRANTEE must submit a Mid-Year Progress Report due by June 1, 2022 that includes status of each activity, challenges/delays, and projected date of completion. GRANTEE must submit a Final Grant Report by January 31, 2023 that includes a description of the completed activities, before and after photos of the event(s) or beautification project, and receipts (or copies) for the eligible expenses. Legible copies of receipts for all expenses MUST accompany the Final Grant Report. Ineligible expenses (**ATTACHMENT A**) and expenses not accompanied by a receipt must be reimbursed to the CITY. Checks for repayment of grant funds must be made payable to: UNSCC

Late, incomplete reports or failure to return unspent funds by may result in disqualification for next BeautifySJ funding cycle.

Final Grant Report must be submitted to the Fiscal Agent, who will review and forward to CITY for final approval.

#### **4.6 CHANGE OF BOARD OR GRANT CONTACT**

GRANTEE must submit a Grant Change of Board or Grant Contact Form if there is a change in the Board of Directors or Grant Contact during the grant period.

#### **4.7 PERMISSION OF PROPERTY OWNERS**

GRANTEE must obtain the written permission of the property's owner prior to the execution of this MOU and prior to changing the condition of any property. Performing work on City-owned property requires GRANTEE plans to be reviewed by the Department of Public Works. In the event the owner's permission is not granted, GRANTEE agrees to modify the scope of project, subject to CITY approval through BeautifySJ program staff.

#### **4.8 SUBMISSION**

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

**United Neighborhoods of Santa Clara County (UNSCC)  
Attn: BeautifySJ Grant Cycle 4  
PO Box 90430**

**San José, CA 95109**  
Phone: (408) 981-3833  
Email: [SJGrants@UNSCC.org](mailto:SJGrants@UNSCC.org)

#### **4.9 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.

#### **4.10 GRANT TERMINATION AND REFUND**

GRANTEE's obligations under this MOU shall be deemed material. If GRANTEE fails to perform any of its obligations under this MOU, CITY may terminate this MOU 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 MOU.

The Director or the Director's designee is authorized to terminate this MOU on CITY's behalf.

In the event of termination of this MOU, GRANTEE will refund unspent funds or disallowed costs to CITY and understands that this may eliminate the group from future BeautifySJ funding.

#### **4.11 NOTICE OF CITY OF SAN JOSE FUNDING**

All publications created for the BeautifySJ Grant funded project must include a statement that the program was funded through the City of San José's Parks, Recreation, and Neighborhood Services Department. This includes flyers, brochures, newsletters, and webpages.

#### **4.12 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.

GRANTEE agrees that funds received from the CITY for public services shall be used in accordance with the following conditions:

1. GRANTEE shall not discriminate against any employee or applicant for employment on the basis of religion and shall not limit employment or give preference in employment to persons on the basis of religion.
2. GRANTEE shall not discriminate against any person applying for public services on the basis of religion and shall not limit such services or give preference to persons on the basis of religion.
3. GRANTEE shall not provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, and other religious influence in the provision of public services.

#### **4.13 PUBLIC RECORD**

All responses to the BeautifySJ funding opportunity and this MOU become property of CITY and shall become a matter of public record.

#### **BeautifySJ Program contact information:**

Petra Riguero  
Interim Program Manager  
Department of Parks, Recreation, and Neighborhood Services  
City of San José  
(408) 793-4198  
[petra.riguero@sanjoseca.gov](mailto:petra.riguero@sanjoseca.gov)

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

CITY OF SAN JOSÉ, a municipal corporation



\_\_\_\_\_  
Jon Cicirelli  
Director  
Parks, Recreation, and Neighborhood  
Services

Date: 02/24/2022

GRANTEE REPRESENTATIVE  
Vietnamese In San Jose

Tuonganh Nguyen H.  
Tuonganh Nguyen H. (Jan 27, 2022 21:30 PST)

Signature

TUONGANH NGUYEN HA  
Print Name

Title: VIET.HELP COORDINATOR

Date: Jan 27, 2022

FORM OF AGREEMENT APPROVED BY THE OFFICE OF THE CITY ATTORNEY

**ATTACHMENT A  
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 \$400 for an event or meeting;
8. All items that will be gifted to residents/others with the exception of t-shirts or baseball caps with neighborhood name or logo related to an approved neighborhood event or activity (limit of \$15 per shirt);
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. Plants or improvements to property for individual property owners, businesses, or non-profits;
15. Projects performed on public land without written permission from the appropriate government agency to perform the project;
16. Tree Projects and purchases not coordinated by Our City Forest;
17. Permanent playground equipment;
18. Any activity with a religious message or theme;
19. Contributions to the Family Giving Tree, any other Non-Profit/Profit organization, or Neighborhood Association;
20. Alcoholic beverages;
21. Any food served at a restaurant. Takeout food from restaurants is eligible (limited to \$15 per person);
22. 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;
23. Any beautification activities that will improve non-public property, including but not limited to individual properties, businesses, or non-profit's property;
24. Hiring of personnel to assist in the project, with the exception of Beautification Projects
25. Little Free Library (LFL) materials, construction, installation and books.





# Memorandum

**TO:** Jon Cicirelli  
DIRECTOR

**FROM:** Petra Riguro  
INTERIM PROGRAM  
MANAGER

**SUBJECT:** Approval of Retroactivity  
BEAUTIFYSJ CYCLE 4

**DATE:** January 5, 2022

Approved

On behalf of Jon Cicirelli

Date

01/31/2022

**SUBJECT: APPROVAL OF RETROACTIVITY IN THE AGREEMENT FOR  
BEAUTIFYSJ CYCLE 4**

In June 2013, the City Auditor released an audit report entitled "Consulting Agreements: Better Enforcement of Procurement Rules, Monitoring, and Transparency is Needed." (City Audit Report No. 13-06.) Recommendation No. 4 (Audit Report pages 16-17) involves limiting retroactive agreements to situations where contract execution is in process. The audit report states that when a City employee informally authorizes work before execution of the agreement, the employee commits City funds not within his/her authority to commit.

The Department of Parks, Recreation and Neighborhood Services is seeking authorization for the retroactive provision to pay for services in the following agreement.

The justification for the requests detailed below that are to include a retroactivity provision is that the agreements were competitively procured and either:

- Its execution was already in process when the services started.
- The services responded to an *immediate* threat to public health, safety, or property.
- The manner of compensation doesn't involve a commitment of City funds.
- The consultant/contractor provided a letter stating that the City isn't obligated to pay for any services it provided if the contract/amendment isn't executed.
- Starting services protected or advanced the following significant City interest:  
If this option is selected, explain the City interest and how the services protected/advanced that City interest.

The BeautifySJ Grant provides opportunities for neighborhood groups to build community, conduct beautification projects in public spaces, and organize neighborhood activities and events. The mission of the BeautifySJ Grant Program is to support residents' efforts at reclaiming their public space and to empower residents to demonstrate their pride in our City by making aesthetic improvements in their neighborhoods and communities. The BeautifySJ Cycle 4 neighborhood groups were qualified through the 2022 BeautifySJ Funding Opportunity, and meet all entry criteria.

The Department understands that retroactive agreements are to be avoided. However, in this instance, BeautifySJ Cycle 4 procedures had been underway when staffing transitions created delays in coordinating with the BeautifySJ Cycle 4 fiscal agent. Based on the need for additional staff support, retroactivity of the agreement was unavoidable.

The Department requests an exception be made and the agreement detailed in this memorandum be allowed to proceed with retroactive clauses. The Department acknowledges the process was out of City contract compliance and will monitor future agreements to prevent this oversight in the future.



Petra Rigüero  
Interim Program Manager,  
Strategic Partnerships Unit, PRNS

For questions please contact Petra Rigüero, Interim Program Manager, at (408) 836-1316.



# 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: Yes  
 Business Tax Certificate  Audit Trail Attached (if applicable)  
 Contacted Clerk re: Form 700  Scanned Signature Authorization  
 Supplemental Memorandums (if applicable): Select One

Type of Document: New Contract

Type of Contract: Grant Applications/Agreements

### **REQUIRED INFORMATION FOR ALL CONTRACTS:**

**Existing GILES #** 667512-000

Contractor: Vietnamese In San Jose

Address: 2665 Dryden Avenue Gilroy CA 95020

Phone: 4083937405

Email: viet.help.vnsj@gmail.com

Contract Description:

Memorandum of Understanding for Beautify SJ Grant recipient.

Term Start Date: January 1, 2022 Term End Date: December 31, 2022 Extension: No

Method of Procurement: RFP RFB, RFP or RFQ No.: NA Date Conducted: N/A

Agenda Date (if applicable): 6/22/2021 Agenda Item No.: 2.18

Resolution No.: 80104 Ordinance No.: \_\_\_\_\_

Original Contract Amount: \_\_\_\_\_ Amount of Increase/Decrease: \_\_\_\_\_

Option #: \_\_\_ of \_\_\_ Option Amount: \_\_\_\_\_ NTE/Updated Contract Amount: \$1500

Fund/Appropriation: \_\_\_\_\_

Form 700 Required (Selection mandatory for processing): No Revenue Agreement: No

Tax Certificate No.: N/A Expiration Date: N/A

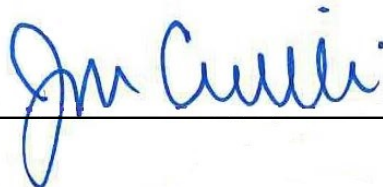
Department: PRNS (64)

Department Contact: Petra Rigüero / 408-793-4198 Customer (Finance Only): \_\_\_\_\_

Notes:

DB#: 647100

Retroactive



Department Director Signature: \_\_\_\_\_ Date: 02/24/2022

Date

Office of the City Manager Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Date