



City of San José
 Department of Parks, Recreation and Neighborhood Services

BEAUTIFYSJ GRANT
 Funding Cycle 1

MEMORANDUM OF UNDERSTANDING

GROUP NAME:

Funding Amount:

Contact Person:

Address:

Email:

Person Responsible for Grant Funds:

Phone:

This Memorandum of Understanding (MOU) is between the **City of San José** (CITY) and _____ (GRANTEE) for a BeautifySJ grant for the term beginning October 14, 2017 and ending on October 31, 2018. All projects must be completed by September 30, 2018.

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 1	
Date of Activity	
Description of Activity	

Activity 2	
Date of Activity	
Description of Activity	

Activity 3	
Date of Activity	
Description of Activity	

Activity 4	
Date of Activity	
Description of Activity	

It is the GRANTEE’s responsibility to understand Eligible and Ineligible expenses relative to the BeautifySJ Cycle 1 Grant.

2. TERM AND CONDITIONS OF MEMORANDUM OF UNDERSTANDING

The term of this MOU shall commence on October 14, 2017 and shall expire on October 31, 2018. All projects must be complete by September 30, 2018. Regardless of the date of execution of the MOU, this MOU is effective as of October 14, 2017.

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 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 Neighborhood Group) through the BeautifySJ Fiscal Agent. No payments will be made to persons in their own individual capacity. The Fiscal Agent will disburse the entire grant award of _____ 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 \$23.50 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

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 requests may be submitted at any time prior to September 30, 2018. All activities must be completed within the term of the grant.

Change Request must be submitted to 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 September 30, 2018, 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 by April 30, 2018. GRANTEE must submit a Final Grant Report by October 31, 2018. Legible copies of receipts for all expenses MUST accompany the Final Grant Report. Ineligible expenses 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

Final Grant Report must be submitted to 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 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 return grant award to the Fiscal Agent, or modify the scope of project and obtain 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 1
PO Box 90430
San José, CA 95109
Phone: (408) 981-3833
Email: 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 Agreement shall be deemed material. If GRANTEE fails to perform any of its obligations under this Agreement, 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.

Department of Parks, Recreation and Neighborhood Services or designee is authorized to terminate this MOU on CITY's behalf.

In the event of termination of this MOU, GRANTEE will refund the grant amount and understands that this may eliminate the association 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.

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:

CJ Ryan
Program Manager
Department of Parks, Recreation, and Neighborhood Services
City of San Jose
408-793-4175
CJ.Ryan@sanjoseca.gov

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

CITY OF SAN JOSE, a municipal
corporation

ANGEL RIOS, JR.
Director
Parks, Recreation, and Neighborhood
Services

Date: _____

GRANTEE REPRESENTATIVE
«Organization_Legal_Name»

Signature

Print Name

Title: _____

Date: _____

FORM OF AGREEMENT APPROVED BY THE OFFICE OF THE CITY ATTORNEY