

From: alex@catalyzesv.org
To: [Mendez, Zacharias](#)
Cc: [Severino, Lori](#); [Heyne, Colin](#); [Han, James](#)
Subject: Re: DSA Community Engagement Grant Agreement - CatalyzeSV
Date: Tuesday, February 4, 2020 6:29:20 PM
Attachments: [1-IRS-Final-Determination-Letter-U.pdf](#)
[SGF-FY18-Audit.pdf](#)
[Diridon Engagement Community Partnership Grant Agreement CSV-SGF.docx](#)

[External Email]

Zak,

Thank you for sending this document. I have reviewed the latest version of the agreement and found it to be one we can faithfully & fully execute.

To ensure it's accuracy, I subbed in "Social Good Fund" as the grantee and I sent it along to our fiscal sponsor Social Good Fund for their signature. As soon as I receive it back from them, I'll send it back to y'all.

Per your request, I've again attached our fiscal sponsor Social Good Fund's proof of nonprofit status (I believe I originally sent it on 1/24/20). I've also re-attached the latest audit of Social Good Fund - does that cover the "proof of good standing" with the IRS?

I will reach out to our anticipated partners so we can provide you with a tentative list of community engagement opportunities.

I'm happy to jump on a call with you this week if you'd like to connect. How about Friday after 2:30 pm?

Thank you so much - Alex

This message is from outside the City email system. Do not open links or attachments from untrusted sources.

Alex Shoor
Executive Director
Catalyze SV
alex@CatalyzeSV.org
www.CatalyzeSV.org

On Feb 3, 2020, at 12:44 PM, Mendez, Zacharias
<Zacharias.Mendez@sanjoseca.gov> wrote:

Good Morning Alex,
We hope this message finds you well! Attached you will find the agreement for the Diridon Station Area Community Engagement grant. The form has been completed and

is ready for your review. Once you have reviewed the document, please sign and return the completed form to me as soon as possible. When we have all the required documents, we will look to finalize the agreements right way and get working on funding distribution. Please let me know if you have any questions or concerns about the document.

Additionally, **we will required proof of non-profit status for you organization, as well as proof of good standing with the IRS. We will also require a tentative list of possible community engagement opportunities we can streamline this outreach effort.** Please include these documents and information with the completed grant agreement form.

Lastly, we are happy to schedule a check-in call with each of your organizations this week to answer any questions. If you would like to let me know if you would like to schedule some time for a follow up call, I will look to get everything coordinated. If there are any other questions or concerns, please do not hesitate to reach out. We are extremely excited to be moving forward with this effort. You will be receiving follow up emails with meeting request to schedule the first two coordination meetings.

Regards,
Zak

ZACHARIAS MENDEZ | Parks Planner
Parks, Recreation and Neighborhood Services
City Hall | Tel: 408.793.4171
200 East Santa Clara Street, San José, CA 95113
Building Community Through Fun
sanjoseca.gov/prns | www.vivcallesj.org

<Diridon Engagement Community Partnership_Grant Agreement_CSV.docx>

SOCIAL GOOD FUND, INC.
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2018



GRANT & SMITH, LLP
Certified Public Accountants

**SOCIAL GOOD FUND, INC.
AUDITED FINANCIAL STATEMENTS
DECEMBER 31, 2018**

TABLE OF CONTENTS

| | |
|----------------------------------|---|
| Independent Auditor's Report | 1 |
| Financial Statements | |
| Statement of Financial Position | 3 |
| Statement of Activities | 4 |
| Statement of Functional Expenses | 5 |
| Statement of Cash Flow | 6 |
| Notes to Financial Statements | 7 |





INDEPENDENT AUDITOR'S REPORT

To The Board of Directors
Social Good Fund, Inc.,
Oakland, California

We have audited the accompanying financial statements of Social Good Fund, Inc. (a nonprofit organization), which comprise the statement of financial position as of December 31, 2018, and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

INDEPENDENT AUDITOR'S REPORT (CONTINUED)

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Social Good Fund, Inc. as of December 31, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Social Good Fund, Inc.'s 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated January 24, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.



Oakland, California
August 12, 2019



SOCIAL GOOD FUND, INC.
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2018
(Summarized Totals for 2017)

| ASSETS | 2018 | | | 2017 |
|---|---|--|----------------------|---------------------|
| | Net Assets Without Donor Restrictions | Net Assets With Donor Restrictions | Total | Total |
| Current Assets | | | | |
| Cash & Cash Equivalents | \$ 1,489,659 | \$ 9,638,609 | \$ 11,128,268 | \$ 6,461,531 |
| Accounts Receivable | 995 | 2,005,196 | 2,006,191 | |
| Prepaid Expenses | 4,669 | 29,786 | 34,455 | 24,272 |
| Other | | 4,145 | 4,145 | |
| Total Current Assets | 1,495,323 | 11,677,736 | 13,173,059 | 6,485,803 |
| Non-Current Assets | | | | |
| Deposits | | 5,099 | 5,099 | |
| Fixed Assets | | | | 4,586 |
| Real Estate for Sale | | 2,715,000 | 2,715,000 | |
| Total Non-Current Assets | | 2,720,099 | 2,720,099 | 4,586 |
| TOTAL ASSETS | \$ 1,495,323 | \$ 14,397,835 | \$ 15,893,158 | \$ 6,490,389 |
| LIABILITIES & NET ASSETS | | | | |
| Current Liabilities | | | | |
| Accounts Payable | | \$ 163,345 | \$ 163,345 | |
| Accrued Liabilities | \$ 103,560 | 115,246 | 218,806 | \$ 154,488 |
| Total Current Liabilities | 103,560 | 278,591 | 382,151 | 154,488 |
| Long-Term Liabilities | | | | |
| Loans Payable | | 2,812,250 | 2,812,250 | |
| Total Long-Term Liabilities | | 2,812,250 | 2,812,250 | |
| Net Assets | | | | |
| Total Net Assets | 1,391,763 | 11,306,994 | 12,698,757 | 6,335,901 |
| TOTAL LIABILITIES & NET ASSETS | \$ 1,495,323 | \$ 14,397,835 | \$ 15,893,158 | \$ 6,490,389 |

See accompanying notes.

SOCIAL GOOD FUND, INC.
STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED DECEMBER 31, 2018
(Summarized Totals for 2017)

| | <u>2018</u> | | | <u>2017</u> |
|--|--|---|--------------------------|-------------------------|
| | <u>Net Assets Without Donor Restrictions</u> | <u>Net Assets With Donor Restrictions</u> | <u>Total</u> | <u>Total</u> |
| Revenue | | | | |
| Support | | \$ 19,765,894 | \$ 19,765,894 | \$ 10,457,447 |
| Admin Fee | \$ 1,374,507 | | | 872,427 |
| Program Services | 76,270 | 2,062,144 | 2,138,414 | 1,226,385 |
| Net Assets Released From Restrictions | <u>14,811,346</u> | <u>(16,185,853)</u> | | |
| Total Revenue | 16,262,123 | 5,642,185 | 21,904,308 | 12,556,259 |
| Operating Expenses | | | | |
| Programs | 14,812,026 | | 14,812,026 | 7,394,090 |
| General & Administrative | <u>729,426</u> | | <u>729,426</u> | <u>413,159</u> |
| Total Expenses | 15,541,452 | | 15,541,452 | 7,807,249 |
| CHANGE IN NET ASSETS | 720,671 | 5,642,185 | 6,362,856 | 4,749,010 |
| NET ASSETS, BEGINNING OF THE YEAR | <u>671,092</u> | <u>5,664,809</u> | <u>6,335,901</u> | <u>1,586,891</u> |
| NET ASSETS, END OF THE YEAR | <u>\$ 1,391,763</u> | <u>\$ 11,306,994</u> | <u>\$ 12,698,757</u> | <u>\$ 6,335,901</u> |

SOCIAL GOOD FUND, INC.
STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED DECEMBER 31, 2018
(Summarized Totals for 2017)

| | 2018 | | | 2017 |
|--------------------------------|---|-------------------------------------|----------------------|---------------------|
| | Management & General | Custodial & TRNA | TOTAL | TOTAL |
| EXPENSES | | | | |
| Personnel Expenses | \$ 464,183 | \$ 3,378,197 | \$ 3,842,380 | \$ 1,872,711 |
| Project Expenditures | | 3,046,110 | 3,046,110 | 1,886,076 |
| SG Program Supplies | 31,570 | | 31,570 | 54,044 |
| SGF Admin Fees | 3,393 | 47 | 3,440 | 377 |
| Professional Fees | 176,049 | 3,736,887 | 3,912,936 | 1,533,834 |
| Stipend | 105 | 146,707 | 146,812 | 2,255 |
| Office Supplies & Expenses | 1,847 | 12,846 | 14,693 | 2,429 |
| Computer Expenses/ Software | 3,962 | 7,011 | 10,973 | 9,113 |
| Events | | 3,667 | 3,667 | 190 |
| Travel and Entertainment | 9,789 | 74,280 | 84,069 | 44,023 |
| Utilities | 3,249 | 38,607 | 41,856 | 1,673 |
| Rent & Occupancy Expense | 6,145 | 396,106 | 402,251 | 138,675 |
| Maintenance & Repair Supplies | | 1,042 | 1,042 | 1,680 |
| Insurance | 12,271 | 37,455 | 49,726 | 16,359 |
| Bank & Online Transaction Fees | 4,811 | 53,508 | 58,319 | 26,921 |
| Grants | | 2,077,729 | 2,077,729 | 1,659,291 |
| Donation Expense | | 1,580,465 | 1,580,465 | 548,349 |
| Advertising/Promotional | 4,789 | 1,272 | 6,061 | 8,014 |
| Interest | | 1,285 | 1,285 | |
| Sale of Assets | | 212,644 | 212,644 | |
| Depreciation | 7,263 | 6,161 | 13,424 | 1,236 |
| TOTAL EXPENSES | \$ 729,426 | \$ 14,812,026 | \$ 15,541,452 | \$ 7,807,249 |

See accompanying notes.

SOCIAL GOOD FUND, INC.
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2018
(Summarized Totals for 2017)

| | <u>2018</u> | <u>2017</u> |
|---|-----------------------------|----------------------------|
| Cash Flow From Operating Activities: | | |
| Changes in Net Assets | \$ 6,362,856 | \$ 4,749,010 |
| Adjustments to Reconcile Changes in Net Assets to | | |
| Net Cash Provided (Used) by Operating Activities: | | |
| Depreciation | 13,425 | 1,236 |
| (Increases)/Decreases in Operating Assets: | | |
| Accounts Receivable | (2,006,191) | 11,418 |
| Prepaid expenses | (10,183) | (23,502) |
| Deposits | (5,099) | |
| Other | (4,145) | |
| Increases/(Decreases) in Operating Liabilities: | | |
| Accounts Payable | 163,345 | (110,687) |
| Accrued Liabilities | 64,318 | 79,471 |
| Net Cash Provided (Used) by Operating Activities | <u>4,578,326</u> | <u>4,706,946</u> |
| Cash Flows From Investing Activities: | | |
| (Purchases)/Sale of Fixed Assets | <u>(2,723,839)</u> | <u>544,178</u> |
| Net Cash Provided (Used) by Investing Activities | (2,723,839) | 544,178 |
| Cash Flows From Financing Activities: | | |
| Loan Payable | 2,812,250 | (399,042) |
| Interest Loan Payable | | (526) |
| Net Cash Provided (Used) by Financing Activities | <u>2,812,250</u> | <u>(399,568)</u> |
| Net Increase in Cash | 4,666,737 | 4,851,556 |
| Cash at the Beginning of the Year | <u>6,461,531</u> | <u>1,609,975</u> |
| Cash at the End of the Year | <u><u>\$ 11,128,268</u></u> | <u><u>\$ 6,461,531</u></u> |
| <i>Supplement disclosure for cash flow information:</i> | | |
| Cash paid for: | | |
| Interest | <u>\$ 1,285</u> | <u>\$ 38,029</u> |
| Tax | <u>\$</u> | <u></u> |

See accompanying notes.

SOCIAL GOOD FUND, INC.
NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Social Good Fund, Inc., (the Organization) is a California nonprofit organization that's primary purpose is to cultivate and establish positive influences.

Basis of Accounting

The accompanying financial statements have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Under this method, revenues are recorded when rights to receive are earned, or when services have been provided and expenditures are recorded when obligation to pay is incurred.

Financial Statement Presentation

As required, the accompanying financial statements have been prepared to focus on the Organization as a whole and to present balances and transactions according to the existence or absence of donor-imposed restrictions. This has been accomplished by the classification of net assets and transactions into the following classes of assets:

Net Assets without Donor Restrictions - Net assets not subject to donor-imposed stipulations.

Net Assets with Donor Restrictions - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Organization and/or the passage of time, or be maintained permanently by the Organization

The Organization uses net assets with donor restrictions in accordance with donor-imposed restrictions to support specific programs and associated administrative functions. Net assets without donor restrictions are used to support general programs and associated general and administrative functions.

Revenue Recognition

Contributions received are recorded as unrestricted, temporarily restricted, or permanently restricted support, depending on the existence and/or nature of any donor restrictions.

All donor-restricted support is reported as an increase in temporarily or permanently restricted net assets, depending on the nature of the restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished) temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions.

SOCIAL GOOD FUND, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Cash and Cash Equivalents

For purposes of the balance sheets and statement of cash flows, the Organization considers all highly liquid investments, which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired, to be cash equivalents.

Fair Value of Financial Instruments

The carrying amounts of cash equivalents are at approximate fair values due to the short-term maturities of these instruments.

Income Taxes

The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and is exempt from California franchise tax under section 23701(d) of the Revenue and Taxation Code. Accordingly, no provisions for income or franchise taxes have been made. The Organization has been determined by the Internal Revenue Service to be classified as a publicly supported organization as described in Section 509 (a)(1) of the Internal Revenue Code.

GAAP provides accounting and disclosure guidance about positions taken by an organization in its tax returns that might be uncertain. Management has considered its tax positions and believes that all of the positions taken by the Organization in its federal and state exempt organization tax returns are more likely than not to be sustained upon examination.

The Organization's returns for years 2016 through 2018 are subject to examination by federal and state taxing authorities, generally for three years after they are filed.

Functional Expense Reporting

The costs of providing the Organization's programs have been summarized on a functional basis in these financial statements. Based on management estimates, costs have been allocated between programs and supporting services as they relate to those functions.

SOCIAL GOOD FUND, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2018

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable

Accounts receivable are primarily unsecured non-interest-bearing amounts due from grantors on cost reimbursement or performance grants. Management believes that all outstanding accounts receivable are collectible in full, therefore no allowance for uncollectible receivables has been provided.

Summarized Information for 2017

The financial information for the fiscal year ended December 31, 2017, is presented for comparative purposes only, and is not intended to be a complete financial statement presentation. This information has been reclassified to conform to current year presentation.

NOTE 2 - CASH & CASH EQUIVALENTS

The balance as of December 31, 2018, consisted of:

| | |
|--------------------------------|----------------------|
| Chase | \$ 8,590,215 |
| Pershing | 1,007,505 |
| Self-Help Federal Credit Union | 1,006,141 |
| Wells Fargo | 340,660 |
| PEX Card | 94,760 |
| Flipcause | 53,979 |
| Paypal | 35,008 |
| Total | <u>\$ 11,128,268</u> |

As of December 31, 2018, \$9,944,521 held in financial institutions exceeded the federal insurance coverage.

NOTE 3 – LIQUIDITY AND AVAILABILITY

Financial assets available for general expenditures without donor restrictions or other restrictions limiting their use, within one year of December 31, 2018 are:

| | |
|--|---------------------|
| Financial Assets | |
| Cash | \$ 11,128,268 |
| Accounts Receivable | 2,006,191 |
| Total Financial Assets | <u>13,134,459</u> |
| Less: Cash/Accounts Receivable with Donor Restrictions | <u>(11,643,805)</u> |
| Amount Available Within One Year | <u>\$ 1,490,654</u> |

SOCIAL GOOD FUND, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2018

NOTE 3 – LIQUIDITY AND AVAILABILITY (Continued)

The organization has policies to structure its financial assets to be available for general expenditures, liabilities, and other obligations come due. The organization invests excess cash in savings accounts.

NOTE 4 – NOTE PAYABLE

As of December 31, 2018, note payable are as follow:

| | |
|---------------------|---------------------|
| First Republic Bank | \$ 1,612,250 |
| Esther Earnes | 1,200,000 |
| Total | <u>\$ 2,812,250</u> |

Due to the nature of Social Good Fund. Inc.'s operations, the organization maintains a complex debt structure relative to the properties it maintains. During the purchase and sale period the principal payments are "frozen," while interest accrues. When the property is sold, the interest is taken off the sale price, and the entirety of the absorbed principal then gets passed on to the new buyer and their loan agreement. Below is a summary, by property, of the notes payable and terms of the debt.

Property/Description

Capital Avenue

First Republic Bank: 3.3% per annum variable interest, secured by Deed of Trust.

Easter Earnes: 5% per annum variable interest, secured by Deed of Trust.

Total for Capital Avenue \$916,750

Garden Street

First Republic Bank: 3.5% per annum variable interest, secured by Deed of Trust.

Easter Earnes: 5% per annum variable interest, secured by Deed of Trust.

Total for Garden Street \$955,500

Clarence Court

First Republic Bank: 2.85% per annum variable interest, secured by Deed of Trust.

SOCIAL GOOD FUND, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2018

NOTE 4 – NOTE PAYBLE (Continued)

Easter Earnes: 5% per annum variable interest, secured by Deed of Trust.

Total for Clarence Court \$940,000

NOTE 5 - NET ASSETS RELEASED FROM RESTRICTION

Net assets released from restriction are as follows:

| | |
|----------------|----------------------|
| Custodial TRNA | \$ 16,185,853 |
| Total | <u>\$ 16,185,853</u> |

NOTE 6 –NET ASSETS WITH DONOR RESTRICTIONS

Net assets balance as of December 31, 2018 for with donor restrictions represents the unspent portions of grants recorded as current year's increases to net asset balances in accordance with the requirements of *Accounting for Contributions Received and Contributions Made*. These funds are restricted in use for the next fiscal year for the purpose set forth in the grant document.

| | |
|----------------|----------------------|
| Custodial TRNA | \$ 11,306,994 |
| Total | <u>\$ 11,306,994</u> |

NOTE 7 - SUBSEQUENT EVENTS

Management of the Organization has reviewed the results of operations for the period from its year end December 31, 2018, through August 12, 2019, the date the financial statements were available to be issued and have determined that no adjustments are necessary to the amounts reported in the accompanying financial statements nor have any subsequent events occurred, the nature of which would require disclosure.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

MAR 12 2014

SOCIAL GOOD FUND INC
6641 AQUA VISTA CT
RICHMOND, CA 94805

Employer Identification Number:

46-1323531

DLN:

17053320380002

Contact Person:

RACHEL M LEIFHEIT

ID# 31617

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(2)

Form 990 Required:

Yes

Effective Date of Exemption:

September 18, 2012

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Sincerely,



Director, Exempt Organizations

Enclosure: Publication 4221-PC



City of San José
Office of Economic Development
Diridon Engagement Community Partnership Grant

GRANT AGREEMENT

| | |
|-------------------------------|---|
| GROUP NAME: | Social Good Fund, on behalf of its fiscally sponsored project, Catalyze SV |
| Funding Amount: | \$10,000 |
| Contact Person: | Susan Staley from Social Good Fund, Alex Shoor from Catalyze SV |
| Address: | 196 N 3rd St 3rd floor, San Jose, CA 95112 |
| Email: | alex@catalyzesv.org |
| Person Responsible for Grant: | Alex Shoor |
| Phone: | 408-599-9817 |

This Grant Agreement (“Agreement”) is between the **CITY OF SAN JOSE** (CITY) and **SOCIAL GOOD FUND** (GRANTEE) for a Diridon Engagement Community Partnership grant for the term beginning January 1, 2020 and ending on December 31, 2020.

This Agreement is signed by the CITY and the GRANTEE. The purpose of this Agreement is to outline the terms of the grant and the responsibilities of the GRANTEE. One authorized representative from the group must sign the Agreement. By signing this Agreement, GRANTEE agrees to adhere to the grant requirements (Section 4.0).

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

1. SCOPE OF GRANT

GRANTEE has been awarded a grant to provide the following activities and deliverables:

1. Assist City staff with conducting outreach for City-hosted events. Outreach involves informing community members about the process and opportunities to get involved and encouraging participation in planned events. Outreach activities may be completed through handing out flyers, door-to-door-canvassing, phone calls, social media, etc.
2. Review and provide feedback on the toolkit of outreach and engagement materials to be prepared by City staff and its consultants.
 - 2.1. Assist with translation of engagement materials as necessary.
3. Organize engagement events with City oversight and participation. Example events may include neighborhood meetings, focus groups, pop-up workshops at community events, and/or other types of gatherings.
4. Assist City staff with the collection, interpretation and translation of input received at engagement events hosted or co-hosted by the GRANTEE.
 - a. The GRANTEE may work with the City to develop alternative ways for community members to provide feedback such as through art or media.
 - b. The project team and decision-makers (e.g., City Council) will consider community input as part of the planning process.
5. **Deliverable:** Within 2 weeks of an engagement event hosted or co-hosted by the GRANTEE, the GRANTEE shall provide sign-in sheets (with total attendance), a written summary of the event and input received, and any outreach materials used to advertise the event (photos of the event encouraged).
6. Other outreach and engagement activities in support of the Diridon Station Area program, as determined by the GRANTEE and City.

2.0 TERMS AND CONDITIONS OF GRANT AGREEMENT

- 2.1 The term of this Agreement shall commence on January 1, 2020 and shall expire on December 31, 2020. Regardless of the date of execution of the Agreement, this Agreement is effective as of January 1, 2020.
- 2.2 The CITY has allocated grant funds for partnerships with community organizations to support engagement of target populations. The funding options are \$2,500, \$5,000, \$7,500, or \$10,000 – depending on the scope of services to be provided by the organization. These funds may be used to cover staff time and direct costs of any outreach activities and engagement events hosted or co-hosted by the GRANTEE. The CITY reserves the right to award less than the amount specified above.

- 2.3 GRANTEE must spend the Grant Award within the time limit of this Agreement as well as in accordance with the activities and conditions set forth in Section 1, "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.
- 2.4 The GRANTEE shall provide proof of organizational status. If the GRANTEE is a certified non-profit organization, the GRANTEE shall also demonstrate that they are in good standing with the IRS and the Secretary of State's office.

3.0 PAYMENT

Payment will be made to GRANTEE (in the name of the Group) through the CITY (Office of Economic Development). No payments will be made to persons in their own individual capacity. The CITY will disburse 100 percent of the grant award of **\$10,000** to GRANTEE upon full execution of this Agreement.

4.0 GRANT REQUIREMENTS

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

1. GRANTEE shall work with the CITY on engagement from January 1, 2020 through December 31, 2020, inclusive. It is anticipated that the most time-intensive work will occur in the January to July 2020 timeframe. The process will include regular check-ins with the Diridon Program Manager and occasional meetings with the project team, including five coordination meetings.
2. At the start of the work, the project team and GRANTEE shall establish performance measures and communication protocols to help ensure a mutually beneficial and productive partnership.
3. When providing services or conducting activities covered by this grant, GRANTEE shall be expected to serve as neutral conveners aimed at bringing people into the conversation and working with the CITY to achieve process goals rather than particular project outcomes.

5.0 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.

6.0 GRANT REPORTING

- 6.1 GRANTEE must submit a Final Grant Report (**ATTACHMENT A**) to the CITY by December 31, 2020. The CITY will review and approve the report.
- 6.2 Legible copies of receipts for all expenses MUST accompany the Final Grant Report. Ineligible expenses (**ATTACHMENT B**) and expenses not accompanied by a receipt must be reimbursed to the CITY. *It is the GRANTEE's responsibility to understand Eligible and Ineligible expenses relative to the Diridon Engagement Community Partnership Grant.* Checks for repayment of grant funds must be made payable to the City of San José.

7.0 CHANGE OF GRANT CONTACT

GRANTEE must notify the CITY in writing if there is a change in the Board of Directors or Grant Contact during the grant period. See section 8.0 below for submission directions.

8.0 SUBMISSION

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

City of San José, Office of Economic Development
17th Floor (c/o Lori Severino)
200 East Santa Clara Street
San José, CA 95112
Phone: (408) 535-3537
Email: lori.severino@sanjoseca.gov

9.0 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.

10.0 GRANT TERMINATION AND REFUND

- 10.1 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 Agreement 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 Agreement.

10.2 Office of Economic Development or designee is authorized to terminate this Agreement on CITY's behalf.

10.3 In the event of termination of this Agreement, GRANTEE will refund the grant amount.

11.0 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.

12.0 PUBLIC RECORD

All responses to the grant opportunity and this Agreement become property of CITY and shall become a matter of public record.

13.0 DIRIDON ENGAGEMENT PROGRAM CONTACT INFORMATION

Lori Severino
Diridon Program Manager
Office of Economic Development
City of San José
200 East Santa Clara Street, 17th Floor Tower
Phone: (408) 535-3537
Email: lori.severino@sanjoseca.gov

Zacharias Mendez
Diridon Parks Planner
Phone: (408) 793-4171
Email: Zacharias.Mendez@sanjoseca.gov

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

CITY OF SAN JOSE, a municipal corporation

Lee Wilcox
Chief of Staff to the City Manager

Date: _____

GRANTEE REPRESENTATIVE
Social Good Fund for Catalyze SV

Signature

Print Name

Title: _____

Date: _____

Approval as to Form (City Attorney):

Form Approved by the Office of the City Attorney.

(The Maximum Total Compensation, as amended, is \$100,000 or less, and the provisions of the form are not altered.)

Approved as to Form:

Johnny V. Phan
Sr. Deputy City Attorney

Date

ATTACHMENT A

Final Grant Report Template

**City of San José
Office of Economic Development
Diridon Engagement Community Partnership Grant**

Final Grant Report

Organization:

Date:

Submittal Instructions:

This report is due to the City of San José by December 31, 2020. Timely filing will help ensure the organization remains eligible for future grants. If you have any questions, please contact Lori Severino at 408-535-3537 or lori.severino@sanjoseca.gov.

Please submit 2 copies of this report to:

City of San José, Office of Economic Development (c/o Tara Reid)
200 E. Santa Clara Street, 17th Floor Tower
San José, CA 95113

Changes in Contacts:

Please check if there has been a change in the following data since signing the Grant Agreement.

Organization's address or phone number Principal contact Grant contact

For any boxes checked above, please provide the updated information here:

Contact Information:

Name and title of primary person completing this report:

Email address:

Phone number:

Certification

I certify that the by-laws of this organization or a resolution of its governing body authorizes me to enter into legal agreements for the organization and to submit this grant report. To the best of my knowledge and belief, the information provided in this report and all attachments is true and correct.

Authorized Officer's Signature

Date

Name of Officer Signing this Form

Title of Officer Signing this Form

NARRATIVE AND PROGRAM EVALUATION:

1. Please share the work your organization completed as a grant recipient to support the outreach and engagement activities for the Diridon Station Area:

2. List how your organization spent the grant funds in the following table. Also, please attach proof of these qualifying expenses to this report, consistent with Section 6.0 of the Grant Agreement.

| Item | Date | Amount (\$) |
|------|------|-------------|
| | | |
| | | |
| | | |
| | | |
| | | |

Total: \$_____

3. Describe your experience with partnering with the City of San José as part of this grant program. What worked well? What did you learn? What would you recommend for improving the program? (*suggested length: 2-3 paragraphs*)

4. Please indicate your level of agreement with the following statements:

| Through this partnership... | Strongly Disagree | Somewhat Disagree | Neutral | Somewhat Agree | Strongly Agree | No opinion/ Not applicable |
|--|-------------------|-------------------|---------|----------------|----------------|-------------------------------|
| ...we increased our understanding of city planning and development review processes. | | | | | | |
| ... we learned about new and different perspectives. | | | | | | |
| ... we developed stronger relationships with City of San José staff. | | | | | | |

| | | | | | | |
|---|--|--|--|--|--|--|
| ... we developed stronger relationships with the community. | | | | | | |
| ...we feel more empowered to participate in future community engagement activities. | | | | | | |
| Our contribution made a positive difference in the engagement process. | | | | | | |
| Our contribution made a positive difference in the communities we serve. | | | | | | |

ATTACHMENT B 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 \$500 for an event or meeting;
8. All items that will be gifted to residents/others;
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. Any activity with a religious message or theme;
15. Contributions to the Family Giving Tree, any other Non-Profit/Profit organization, or Neighborhood Association;
16. Alcoholic beverages;

17. Any food served at a restaurant. Takeout food from restaurants is eligible (limited to \$15 per person);
18. Any event that requires payment for attendance. A donation may be requested, but cannot be required for attendance;
19. Hiring of for-profit personnel to assist in the project.