

GRANT AGREEMENT

This Grant Agreement is made between the County of Santa Clara (“County”) and Gilroy Police Foundation (“Grantee”), effective as of the date last signed by the parties below, for a grant in the total amount of \$10,000 (“Grant”) to be disbursed to the Grantee. The following terms and conditions apply to the Grant:

1. **PURPOSE AND ACTIVITY.** Grant funds may only be used by the Grantee to administer a scholarship program for high school seniors who have shown exemplary service to the community of Gilroy (“Program”). Grantee shall hold Grant funds in an account to be used for Program purposes only, solicit scholarship applications, and distribute scholarships of no less than \$2000 each to winning high school seniors. Grant funds will be distributed in this manner until funds are exhausted. This Grant Agreement is not a pledge or commitment by the County to make any other grants or contributions to Grantee. However, if County asset forfeiture funds are available for Program purposes after the deadline for Grant-funded scholarship awards in Paragraph 2, the parties agree to confer regarding the use of such funds for the Program.
2. **DURATION OF GRANT-FUNDED ACTIVITY.** Grant-funded scholarships shall be awarded no later than May 31, 2026. Any Grant funds that remain unexpended after this period shall be returned to the County.
3. **DISBURSEMENT.** Funds shall be made available to the Grantee consistent with Board direction. Grantee shall submit proof of compliance with Board direction within five (5) business days of a request by the County in accordance with Section 5.
4. **ACKNOWLEDGMENT.** Grantee shall acknowledge disbursement by County by email to the Office of the District Attorney at jgibbonsshapiro@dao.sccgov.org no later than five (5) business days after receipt.
5. **RECORD KEEPING.** Grantee shall maintain records, including original receipts and invoices, demonstrating compliance with the Grant Agreement and with conditions associated with matching funds (if any) for a period of seven (7) years. The County may request these records, which shall be provided no later than five (5) business days after request. Grantee shall further comply with any reasonable requests for information about program activities and any reporting requested by the County, and any audit or investigation regarding the proper use of funds.
6. **RETURN OF FUNDS.** Grantee shall return any and all funds that the County determines were not used for the purpose(s) approved by the Board. The funds shall be returned within five (5) business days after the County’s determination.
7. **DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS.** To the maximum extent allowed by law, Grantee shall indemnify, defend and hold harmless the County and its officers, agents, and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this agreement by the parties and/or their agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

//

8. GENERAL RESTRICTIONS:

- a. **Compliance with all laws.** Grantee shall comply with all applicable laws and regulations in the spending of Grant funds. The Grantee shall (a) not use any Grant funds for religious worship, instruction, or proselytization or to pay for equipment or supplies to be used for religious worship, instruction, or proselytization; (b) not use any Grant funds to construct, rehabilitate, or restore any property that is used for religious worship, instruction, or proselytization; and, (c) comply with all applicable laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Grantee shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Grantee discriminate in the provision of services provided under this grant because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.
- b. **No Assignment.** Grantee may not assign or delegate performance of this Grant Agreement or of the project to any other person or entity, without the prior written consent of the County.
- c. **Governing Law, Forum.** This Grant Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of laws provisions. Any disputes or proceedings between the County and Grantee arising from or concerning this Grant Agreement shall be brought in the state or federal court in the counties of Santa Clara, San Francisco, or Sacramento in the sole discretion of the County. Grantee hereby consents to the personal jurisdiction and venue of such courts.

9. **TERMINATION AND EXPIRATION.** The County may terminate the Grant Agreement for convenience at any time, for any reason, without penalty or liability. This Grant Agreement shall expire by its own terms on May 31, 2026. Paragraphs 1, 5-9 shall survive termination or expiration of the Grant Agreement.

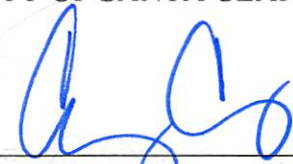
10. **RECOGNITION; COUNTY NAME, SEAL, AND LOGOS.** Grantee shall acknowledge the contribution of the County in its annual reports and publications related to the Program. The County shall retain all rights, title, and interest in and to its name, seal, and logos.

- 11. **AUTHORITY.** The person(s) signing this Grant Agreement on behalf of Grantee represents and warrants to County that he or she has the requisite legal authority and power to execute it, and to bind Grantee to the obligations contained herein.
- 12. **CONTRACT EXECUTION.** Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the County.

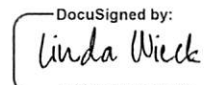
ACCEPTED AND AGREED TO:

COUNTY OF SANTA CLARA:

GRANTEE:

By: 

 CINDY CHAVEZ, President
 Board of Supervisors

By: 

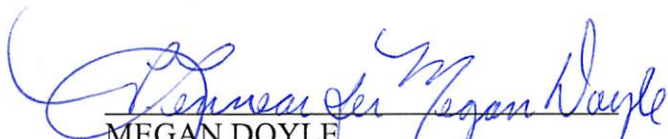
 AB09A5E54EE042B

Date: NOV 03 2020

Date: 9/17/2020

~~Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.~~

ATTEST:



 MEGAN DOYLE
 Clerk of the Board of Supervisors

APPROVED AS TO FORM AND LEGALITY:

 9/5/2020

 LESLEY PAK Date
 Deputy County Counsel