

**TOWN OF LOS GATOS AMERICAN RESCUE
PLAN ACT (ARPA) GRANT TERMS,
CONDITIONS AND UNDERSTANDINGS**

Summary:

The Town of Los Gatos ("Town") has awarded an ARPA grant to **Los Gatos – Saratoga Recreation (LGS Rec)** ("Grantee") in the total amount not to exceed **\$328,500** for the period from **October 1, 2021** to **October 31, 2022**. This letter ("Agreement") sets forth the terms and conditions of the grant award.

Payment Terms and Use of Funds:

The grant will be paid on a time and materials basis through invoicing. Grantee must accept the terms of this Agreement prior to disbursement of grant funds. Grant disbursements to the Grantee shall be made after receipt of the grant claim form and the countersigned original of this Agreement. Please submit award claim and signed copy of this agreement to: Town of Los Gatos, Town Manager's Office, Attention: Lynda Seastrom, 110 E. Main Street, Los Gatos, CA 95030.

Grant funds shall be used exclusively to support the spirit of project(s) as set forth in the Grantee's proposal (Exhibit A) with the exception of funding for print or community outreach proposals. Any use of funds for a purpose other than that described in the Grantee's original proposal requires the Town's prior written consent.

Grantee shall provide complete and accurate records of all financial transactions, including, but not limited to, completed contracts, paid invoices, timecards, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation evidencing in proper detail the nature and propriety of all charges invoiced to the Town.

Grantee has been awarded these funds consistent with eligible uses as defined by ARPA. Grantee's use of funds is designed to help mitigate the negative effects of COVID-19 on the Town's senior population.

Unused Funds:

At the conclusion of the grant period, Grantee agrees to return any unexpended or unaccounted for funds to the Town. Grantee agrees to return all disbursed funds if (1) grant funds have not been used for their intended purpose, or (2) have been used inconsistent with the terms of this Agreement, or (3) if the activities or outputs funded by the grant are materially incomplete by the end of the grant period, as determined by the Town in its sole discretion.

No Pledge:

This Agreement shall not be interpreted to create any pledge or any commitment by the Town to make any further grants or contributions to Grantee or any other person or entity for this or

any other project.

Reporting and Records:

Grantee agrees to deliver to the office of the Town Clerk a final written report (Exhibit B) of the completed project by October 31, 2022. The written report must include copies of any outstanding receipts or financial statements detailing how grant funds were expended. The final written report is a publicly accessible document.

Original receipts and invoices must be maintained by Grantee and shall be make available to the Town upon request. Grantee agrees to maintain adequate financial records consistent with generally accepted accounting practices, and to retain such records for at least five years after the conclusion of the grant period. The Town may monitor and conduct an evaluation of the Grantee's operation to ensure compliance with the Agreement.

Grantee will provide a minimum of one site visit or project observation at a mutually agreed upon time during the grant period to a representative from the Town Managers Office. An interim check-in by phone, video meeting or email may also be requested at any time during the grant period by either the Town or the Grantee.

No Agency:

Grantee is solely responsible for the results of its services, compliance with the terms of this Agreement, and for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the Grantee and the Town. The Grantee shall not represent itself as an agent of the Town for any purpose and has no authority to bind the Town in any manner whatsoever.

No Lobbying:

Grantee confirms that the grant funds will not be used for the purpose of lobbying, carrying on propaganda or otherwise attempting to influence legislation as defined by the United States Internal Revenue Code of 1986.

No Assignment:

Grantee may not assign this Agreement or delegate performance of the terms of this Agreement or of the project to any other person or entity without the prior written consent of the Town.

Indemnity:

Grantee agrees, to the fullest extent permitted by law, to protect, defend, indemnify and hold harmless the Town, its officer, directors, affiliates, employees, and agents, from any and all claims, injury, liabilities, losses and expenses (including attorney's fees) directly, indirectly wholly or partially arising from or in connection with any act or omission of Grantee, its

employees or agents, in applying for or accepting the grant, in expending or applying grant funds, or in carrying out the project as set forth in the proposal.

Insurance Requirements:

Grantee shall supply proof of General Liability (GL) insurance and Automobile Liability (AL) insurance from an insurance company licensed to do business in the state of California and having a financial rating in Best's Insurance Guide of not less than AA. Both the GL and AL insurance will provide "occurrence" coverage against liabilities for death, personal injury or property damage arising out of or in any way connected with the Grant. Both the GL and AL insurance will be in the minimum amount of \$1,000,000.00 combined single limit, and will name the Town and the Town officers, employees, agents, and registered volunteers as additional insured under the coverage afforded. Such insurance will be primary and noncontributing with respect to any other insurance available to the Town and will include a severability of interest (cross-liability) clause.

In addition to these policies, Grantee shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the Town before beginning services under this Agreement. Further, Service Provider shall ensure that all subcontractors employed by Service Provider provide the required Workers' Compensation insurance for their respective employees.

Compliance with Law:

Grantee shall become familiar and comply with and cause all its subcontractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations.

Contact and Notices:

All notices, reports, or other correspondences related to this Agreement shall be sent to the following Addresses:

TOWN

Town of Los Gatos
Town Manager's Office
110 E. Main St
Los Gatos, CA 95030

GRANTEE

Los Gatos-Saratoga Community Education
and Recreation
208 East Main Street
Los Gatos, CA 95030

Agreement and Authority:

Grantee acknowledges and agrees that this Agreement represents the entire agreement between the Grantee and the Town with respect to the subject matter addressed herein. The terms of this Agreement may be modified only by writing signed by duly authorized representatives of both parties.

The person(s) signing this Agreement on behalf of the Grantee represents and warrants to the Town that they have the requisite legal authority and power to execute this Agreement, and to bind Grantee to the obligations contained herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

TOWN OF LOS GATOS

DocuSigned by:
Laurel Prevetti
853FEEA2EB39470...
Laurel Prevetti, Town Manager
4/3/2022
Date

Los Gatos – Saratoga Recreation Senior Services

DocuSigned by:
Nancy Rollett
44FBC88343CC406...
Signature of grant representative
3/25/2022
Date

Nancy Rollett
Printed name of grant representative
Executive Director
Title of grant

representative APPROVED AS TO FORM:

DocuSigned by:
Robert W. Schultz
2FE093853B744C...
Robert Schultz, Town Attorney
4/2/2022
Date

Attest:

DocuSigned by:
Shelley Neis
B9886F65B1F34F6...
Shelley Neis, MMC, CPMC, Town Clerk
4/3/2022

Exhibits:

- A. Grantee's original proposal
- B. Final Grant Report Template

Los Gatos-Saratoga Community Education and Recreation

