

TOWN OF LOS GATOS GRANT AGREEMENT

Summary:

The Town of Los Gatos ("Town") has awarded a grant to **KCAT** ("Grantee") in the total amount not to exceed **\$100,000** for the period from **June __, 2023** to **June 30, 2024**. This letter ("Agreement") sets forth the terms and conditions of the grant award.

Payment Terms and Use of Funds:

Grantee must accept the terms of this Agreement prior to disbursement of grant funds. Grant disbursement 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: Town Clerk, 110 E. Main Street, Los Gatos, CA 95030.

Grant funds shall be used exclusively to support the project(s) as set forth in the Grantee's proposal, which is attached as Exhibit A and incorporated by reference, 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.

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 inconsistently 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 in the form attached as Exhibit B to this Agreement by **July 31, 2024**. The written report must include copies of completed contracts, paid invoices, timecards, payroll check register report, cash receipts, vouchers, cancelled checks, bank statements and/or other official documentation to show the Town how the grant funds were expended. This documentation shall explain how each expense is related to the approved purpose of the grant. The final written report is a publicly accessible document.

Original receipts and invoices must be maintained by Grantee for five years and shall be made 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

ATTACHMENT 1

conclusion of the grant period. The Town may monitor and conduct an evaluation of the Grantee's operation to ensure compliance with this 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 Town staff representative. 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.

Publicity Acknowledgement:

Grantee will acknowledge the Town's support in any publications or materials related to the project, as follows: "Supported in part by a grant from the Town of Los Gatos". Grantee agrees that The Town may include information about the Grantee and its activities in its own reports and publications and may distribute such information to third parties.

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 indemnify and hold harmless the Town, its elected and appointed officials, 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. Grantee shall defend Town, its elected and appointed officials, employees, and agents, against any such claims.

Compliance with Law:

Grantee shall comply with and cause all its contractors and employees, if any, to 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

KCAT
Melissa Toren, Executive Director
15466 Los Gatos Blvd., #109-233
Los Gatos CA 95032

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

Laurel Prevetti, Town Manager

Date

Organization Name

Signature of grant representative

Date

Printed name of grant representative

Title of grant representative

APPROVED AS TO FORM:

Gabrielle Whelan, Town Attorney

Date

Attest:

Wendy Wood, Town Clerk

Exhibits:

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

Los Gatos Grant Agreement. KCAT