

# County of Santa Clara

Office of the Clerk of the Board of Supervisors  
County Government Center, East Wing  
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San Jose, California 95110-1770  
(408) 299-5001 TDD 993-8272



Tiffany Lennear  
Clerk of the Board

## GRANT AGREEMENT (FY 2022-23)

This Grant Agreement is made between the County of Santa Clara (“County”) and Octavia’s Kitchen (Grantee), effective June 16, 2022. A grant in the total amount of \$10,000 (“Grant”) to be disbursed to the Grantee was approved by the Board of Supervisors (“Board”) on June 16, 2022. This Grant Agreement shall be effective upon approval of all parties. The following terms and conditions apply to the Grant:

1. **PURPOSE AND ACTIVITY.** Grant funds may only be used by the Grantee for expenses related to providing meals for the unhoused. This Grant Agreement is not a pledge or commitment by the County to make any other grants or contributions to Grantee.
2. **DURATION OF GRANT-FUNDED ACTIVITY.** Grant funds shall be spent on programs or activities, as approved by the Board, from July 1, 2022 to June 30, 2023. 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. Prior to disbursement of any funds by the County, Grantee shall file with the County a current Certificate of Status issued by the California Secretary of State and documenting the Grantee’s active status or active status of the Grantee’s designated fiscal agent. The Certificate of Status shall be emailed to [AdminUnit@cob.sccgov.org](mailto:AdminUnit@cob.sccgov.org). Failure to remain in active status during the term of this Grant Agreement shall be grounds for termination by the County. Grantee shall submit proof of compliance with Board direction within five (5) business days after the funds are expended by Grantee or within 30 days after funds are disbursed to Grantee, whichever comes first. If Grant funds are not expended within 30 days, Grantee shall provide an explanation to the Clerk of the Board of Supervisors, including an estimated date for the expenditure. In this case, proof of compliance shall be submitted when the Grant funds are ultimately expended. If matching funds or other conditions are required, proof must be provided prior to disbursement.
4. **ACKNOWLEDGMENT.** Grantee shall acknowledge disbursement by County by email to the Clerk of the Board of Supervisors at [AdminUnit@cob.sccgov.org](mailto:AdminUnit@cob.sccgov.org) no later than five (5) business days after receipt. Grantee shall also acknowledge the contribution of the County in its annual reports and all publications related to the County-funded

program, event, or activity.

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. If subsequent reporting on performance measures is required in Paragraph 1, Grantee shall provide a report to the Clerk of the Board of Supervisors in the timeframe specified.
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 Grantee and/or its 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; (c) not use any Grant funds to engage in partisan political activities or participate in, or endorse, events or activities that advocate for or against political parties, political platforms, political candidates, proposed legislation, or elected officials including any "campaign activities" as defined by state law; and, (d) 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.

d. **Ownership.** The County retains all rights, title, and interest in and to the County's name, seal, and logos.

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 June 30, 2023. Paragraphs 1, 5-9 shall survive termination or expiration of the Grant Agreement.

10. **AGREEMENT EXECUTION.** Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed agreement, or an electronically signed agreement, has the same force and legal effect as an agreement executed with an original ink signature. The term "electronic copy of a signed agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed agreement in a portable document format. The term "electronically signed agreement" means an agreement that is executed by applying an electronic signature using technology approved by the County.

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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.

**ACCEPTED AND AGREED TO:**

**COUNTY OF SANTA CLARA:**

By:  \_\_\_\_\_  
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Name: Tiffany Lennear

Title: Clerk of the Board of Supervisors

Date: 8/3/2022 \_\_\_\_\_

**RECIPIENT:**

By:  \_\_\_\_\_  
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Name: Octavia Derby \_\_\_\_\_

Title: CEO and Founder \_\_\_\_\_

Date: 8/3/2022 \_\_\_\_\_

**APPROVED AS TO FORM AND LEGALITY:**

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120C885066C7416...

By: Elizabeth Pianca

Date: 8/3/2022