

# County of Santa Clara

Office of the District Attorney

70 West Hedding Street, West Wing, 5<sup>th</sup> Floor  
San Jose, California 95110  
(408) 299-7400



Jeffrey F. Rosen  
District Attorney

[Grant Recipient Name, Address]

**Re: Asset Forfeiture for Racial Justice Grant Program Agreement**

Dear [Name],

This Letter Agreement documents the terms and conditions that govern the Grant of \$ [amount] from the County of Santa Clara (“County”), through the Office of the District Attorney Asset Forfeiture for Racial Justice Grant Program, to [Insert Organization Name] (“Grantee”). Please review this Agreement closely.

1. **PURPOSE AND ACTIVITY.** Grant funds may be used by the Grantee only for expenses consistent with Grantee’s [date] grant application. The Grant is designated for purposes aligned with the program’s mission, and funds obtained through the grant are prohibited from personal use. Grantee is expected to utilize the awarded funds exclusively for initiatives and projects that align with the overarching goals and objectives of the Grant, fostering a commitment to social justice and community betterment. [grant application details]. Grantee may not use Grant funds for any other purposes except with the written permission of the Office of the District Attorney (“DA’s Office”). This Agreement is not a pledge or commitment by the DA’s Office or 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 from June 1, 2024 to June 30, 2025. Grant funds may not be used retroactively for expenses incurred prior to the date of the Grant award.

3. **GRANTEE.** Grantee must have a Taxpayer Identification Number (TIN). Any Grantee that does not have a TIN may utilize a fiscal agent/sponsor. Grantee shall provide documentation of the fiscal relationship upon request by the DA’s Office.

4. **RECORD KEEPING.** Grantee shall maintain records, including original receipts and invoices, demonstrating compliance with this Agreement. The Grantee must provide such records upon request by the DA’s Office.

5. **POST EVENT/PROJECT OUTCOMES REPORT.** The Grantee shall complete the Post Event/Project Outcomes Report describing the use of the Grant funds. The Post Event/Project

Outcomes Report shall be submitted with detailed record of expenditure by no later than Tuesday, July 15, 2025. Failure to submit the Post Events/Project Outcomes Report may affect the Grantee's eligibility for the subsequent years' Racial Justice Grant Program. If there are any personnel costs that are to be covered through grant funds, please provide a detailed report (including dates and hours worked, the hourly rate to be charged for the services, and description of the work completed for this program) with the Post Events/Project Outcomes Report.

6. **RETURN OF FUNDS.** Upon termination of the grant term, Grantee shall return any remaining funds worth more than 10% of the award. By Thursday, July 31, 2025, the Grantee shall return any and all funds that the DA's Office determines were not used for the approved purpose of the Grant. No carryover nor extension without written permission from the DA's Office.

7. **DUTY TO DEFEND, INDEMNIFY AND HOLD HARMLESS.** To the maximum extent allowed by law, Grantee shall indemnify, defend and hold harmless the County of Santa Clara 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 federal, state, and local laws and policies concerning nondiscrimination and equal opportunity in employment and contracting. 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. Governing Law, Forum. This 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 Santa Clara County Superior Court. Grantee hereby consents to the personal jurisdiction and venue of such courts.

9. **TERMINATION.** The County and/or DA's Office may terminate this Agreement if the County and/or DA's office determines that Grantee uses Grant funds in a manner inconsistent with this Agreement. In the event that the County and/or DA's Office terminates the Agreement for this reason, Grantee shall return unexpended funds as well as any funds used for a purpose inconsistent with the Agreement.

10. **AUTHORITY.** The person(s) signing this Grant Agreement on behalf of Grantee represents and warrants to County that they have 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 ("County")**

APPROVED:

APPROVED:

By \_\_\_\_\_  
[NAME], County Executive  
County of Santa Clara

By \_\_\_\_\_  
[NAME], District Attorney  
Santa Clara County District Attorney's Office

Date \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
[NAME], Deputy County Counsel  
Santa Clara County Office of the County Counsel

Date \_\_\_\_\_

**GRANTEE**

By \_\_\_\_\_  
[NAME], [Title]  
[Insert Organization Name]

Date \_\_\_\_\_