

AGREEMENT

THIS AGREEMENT made and entered into on **[Date]**, by and between the COUNTY OF SONOMA **[District X]** (hereinafter COUNTY) and **[Grantee]**, (hereinafter GRANTEE).

WITNESSETH:

WHEREAS, GRANTEE has applied for and received funding under the **District Priorities** category of COUNTY's Community Investment Fund Policy (Policy), and

WHEREAS, GRANTEE has represented that, in submitting its application for funding (Grant Application), it is aware of and understands the provisions and requirements of COUNTY's Policy, specifically Appendix A, for the expenditure of funds, and that any expenditure made by GRANTEE will be in compliance with the Policy, Grant Application and this Agreement, and

WHEREAS, COUNTY's Board of Supervisors (Board) has relied on those representations in authorizing the execution of this Agreement, and

WHEREAS, COUNTY's Board has determined this use of funds complies with Government Code section 26227 which allows the Board to fund programs deemed by the Board to meet the social needs of the population of the county, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education and the needs of physically, mentally and financially handicapped persons and aged persons; and

WHEREAS, GRANTEE is ready, willing and able to perform the services herein described to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. Grant. Subject to all terms and conditions of this Agreement, COUNTY shall pay to GRANTEE the total sum of **[\$XXXX]** (hereinafter "Grant Funds"), payable in full upon execution of this contract.
2. Use of Funds. GRANTEE shall use and expend the Grant Funds exclusively for the uses as set forth in the Grant Application, which is on file with COUNTY and incorporated by this reference (Grant Use and Purpose). Grant Funds must be used and expended between July 1, 2026 and June 30, 2027 and any Grant Funds not expended between those dates must be promptly returned to COUNTY. COUNTY, in its sole discretion, may extend the date by which the Grant Funds must be used and any extension shall be in writing and signed by both parties.

If GRANTEE's Grant Use is for more than one event, GRANTEE will not transfer funds between events without prior written approval from COUNTY.

3. Ineligible Use of Funds. COUNTY, in its sole discretion, shall determine which expenses are eligible for the Grant, consistent with the Grant Application. Without limiting the foregoing, the following are ineligible expenses: meals; the purchase or leasing of fixed assets; reoccurring rental costs; furniture; and certain travel expenses. GRANTEE shall get approval in writing from the COUNTY for any expenses not explicitly listed in the Grant Application. In the event expenses are incurred that are not eligible Grant Uses, such funds shall be immediately repaid or returned to COUNTY.
4. Records. GRANTEE agrees to keep complete books and records, including any published materials utilizing the County logo, and to make available and submit to audit by COUNTY all of GRANTEE'S books, records, and financial statements upon COUNTY'S request and without prior notice. Records shall be kept and an audit may be conducted under this section for a period of five years from the termination date of this agreement.
5. Publication of Promotion Materials. Any promotions or advertising conducted utilizing funds provided under this agreement must identify the "County of Sonoma – Board of Supervisors" as a sponsor. GRANTEE may include the Sonoma County seal logo on materials in lieu of the language noted in this section.
6. Indemnification.
 - a. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
 - b. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's performance hereunder.
7. Non-Discrimination. GRANTEE shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.

8. Assignment/Delegation. GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.
9. Merger. This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
10. Termination. At any time, with or without cause, COUNTY shall have the right in its sole discretion to terminate this Agreement by giving written notice to GRANTEE. In the event of such termination, COUNTY, in its sole discretion, shall pay GRANTEE for Grant Uses approved and completed per the Grant Application upon satisfactory proof by GRANTEE.
11. Repayment. If GRANTEE fails to comply with the rules and requirements of the Community Investment Fund Policy or the Grant Uses as set forth in the Grant Application, then GRANTEE shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow GRANTEE to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that GRANTEE has taken action to ensure that the failure will not reoccur.
12. Conflict of Interest. GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. GRANTEE further covenants that in the performance of this contract no person having any such interest shall be employed.
13. Statutory Compliance. GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
14. Prevailing Wage. With respect to any portion of the Grant Project that constitutes the performance of a "public work" within the meaning of Labor Code section 1720, GRANTEE shall comply with all applicable wage and hour laws, including without limitation Labor Code Sections 1775, 1776, 1777.5 1813 and 1815 and California Code of Regulations, Title 8, Section 16000, et seq. GRANTEE shall properly document such compliance, including registration of all covered contracts with the Department of Industrial Regulations. COUNTY shall have the right to inspect all documentation to confirm compliance with this section at any time up to 5 years from project completion.
15. AIDS Discrimination. GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

16. No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
17. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements.
18. Counterpart; Electronic Signatures. The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially-available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal ESIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

COUNTY OF SONOMA

[DATE]

County Executive, or designee,
authorized by the Chair, Board of Supervisors

[DATE]

[Grantee's Legal and Common Name]

[Signer Name]

[Title]