

Legal Agreement - Business Challenge Grant Fund

This Business Challenge Grant Fund legal agreement ("Agreement") is entered into as of _____, 2015 and sets forth the parties' mutual understanding of the terms and conditions of the Business Challenge Grant Fund grant made by the County of Solano, a political subdivision of the State of California, on behalf of the First 5 Solano Children and Families Commission, ("County"), and _____ ("Grantee").

WHEREAS, County, through the First 5 Solano Children and Families Commission, has established a Business Challenge Grant Fund ("Fund") to be administered pursuant to the Business Challenge Grant Fund Policy ("Policy"); and

WHEREAS, the goal of the Fund is assist community based organizations in engaging with local businesses to contribute funds toward services benefiting Solano children ages 0-5 years and their families; and

WHEREAS, based on the criteria set forth in the Policy, Grantee has applied for, and County has granted to Grantee, a grant to be used in accordance with the Policy and the terms and conditions set forth in this Agreement.

NOW, THEREFORE, County and Grantee agree as follows:

1. County will provide to Grantee a grant in the amount of \$_____, contingent upon Grantee securing an amount not less than \$_____ from _____ by _____ to provide services consistent with the Policy and as outlined in Grantee's application which is incorporated into this Agreement by this reference.
2. Grantee shall indemnify, hold harmless and assume the defense of County, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly, arising as a result of or in connection with Grantee's activities in connection with this Agreement.
3. Authorized representatives of County may inspect and/or audit Contractor's performance and records pertaining to this Agreement. Grantee shall retain for inspection and audit purposes any and all books, receipts, documentation and other records of expenditures by Grantee of the Grant for three years after the execution of this Agreement.
4. Grantee: (a) shall maintain and enforce a drug free workplace pursuant to Government Code section 8350 et seq.; (b) shall abide by all health and safety standards set forth by the State of California and County pursuant to the Injury and Illness Prevention Program; and (c) is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) requiring reporting of suspected abuse. Additionally, Grantee agrees that the services will be located in Solano County, will be tobacco-free and will acknowledge the support of the First 5 Solano Children and Families Commission in its advertising. The funds may not be used for religious purposes, to benefit an individual, to promote a candidate for public office or for any other political purpose.
5. The laws of the State of California shall govern the validity, enforceability or interpretation of this Agreement. This Agreement, including any exhibits referenced, constitutes the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter contained in this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

6. Grantee shall not assign this Agreement or monies due without the prior written consent of County.

7. This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile or electronic transmission (e.g., by e-mail delivery of a ".pdf" format data file), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or electronic signature page were an original signature.

IN WITNESS WHEREOF, County and Grantee have executed and delivered this Agreement as of the date first set forth above.

COUNTY:

County of Solano, a political subdivision of the State of California

By: _____
Michele Harris, Executive Director
First 5 Solano Children and Families Commission

GRANTEE:

I acknowledge and accept the above-listed terms and conditions for receipt of the above-referenced grant.

By: _____
Grantee Signature

Print Grantee Name

Organization Name

Address (street, city, zip code)

Telephone Number

Email Address