

## GRANT AGREEMENT

This Agreement is made and entered into this 7th day of October, 2021 by and between the CITY OF SAN JOSE, a municipal corporation (hereinafter "CITY") and **NEXT DOOR SOLUTIONS TO DOMESTIC VIOLENCE**, a California non-profit corporation (hereinafter "Grantee").

Grantee is a  non-profit corporation registered with the State of California   
unincorporated association  political subdivision of the State of California   
Other. If Other, please explain:

### SECTION 1. GRANT AWARD

- A. Upon full execution of this Agreement, CITY agrees to pay to Grantee a grant award in the amount of \$30,000 ("Grant Award") set forth in the attached Exhibit B, entitled "BUDGET".
- B. Grantee shall spend the Grant Award only for the purposes specified below in Section 2, entitled "GRANT PROJECT" **TO PROVIDE GENERAL OPERATING SUPPORT.**

### SECTION 2. GRANT PROJECT

Grantee shall provide the following general operating support:

Database and office coordination support:

Grantee will provide a database and office coordinator to assist with database coordination to include: monitoring and maintenance of client database; development of reports; grant reporting and staff training as well as logistical support for administration all to support prevention and comprehensive domestic violence intervention services to Santa Clara County including: crisis intervention, support services, emergency shelter, 24/7 hotline, therapy and legal assistance.

### SECTION 3. TERM OF AGREEMENT

- A. The term of this Agreement shall commence on the date of execution by CITY and shall expire on the 30<sup>th</sup> day of June, 2022, unless sooner terminated in accordance with the terms of this Agreement.

- B. If Grantee fails to use the Grant Award as specified herein, the CITY may terminate this Agreement upon seven (7) days' written notice to Grantee. No later than sixty (60) days after Grantee's receipt of the CITY's termination notice, Grantee shall refund the unused grant amount to the CITY; except that Grantee shall have no obligation to refund to CITY any portion of the Grant Award that was expended in accordance with the terms of this Agreement.
- C. Grantee shall not expend any portion of the funds provided under this Agreement to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this SECTION, shall be deemed a disallowed cost.
- D. Grantee shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

#### **SECTION 4. ACCOUNTING/AUDIT**

- A. Grantee shall maintain proper accounting records in accordance with generally accepted accounting principles. All financial documents and transactions associated with this grant shall be available to the CITY for inspection, copying and audit purposes during regular business hours.
- B. Grantee further agrees that such right of CITY to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. Grantee shall preserve and make available its records (1) until the expiration of three years from the date of expiration or sooner termination of this Agreement, or (2) for such longer period, if any, as is required by applicable law.

#### **SECTION 5. INDEMNIFICATION AND HOLD HARMLESS**

Grantee agrees to protect, defend, indemnify and hold harmless CITY, its officers, employees and agents from any and all liability, loss, damage, suits, actions, or claims arising or resulting from the performance of this Agreement by Grantee, its officers, volunteers, employees, or agents. This section will survive expiration or sooner termination of this Agreement.

## SECTION 6. INSURANCE REQUIREMENTS

Insurance is not required.

Insurance is required. Grantee agrees to have and maintain the policies set forth in the attached Exhibit A, entitled "INSURANCE." All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Grantee agrees to provide CITY with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

## SECTION 7. COMPLIANCE WITH ALL LAWS/NON-DISCRIMINATION

- A. Grantee shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.
- B. Grantee shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

## SECTION 8. NOTICES

- A. **Manner of Giving Notice:** All notices and other communications required by this Agreement shall be in writing, and shall be made via e-mail, personal service or United States mail, postage prepaid.
- B. **When Effective:** A notice or other communication that is e-mailed is effective when sent provided the sender receives an acknowledgement from the intended recipient (e.g. return receipt, return e-mail, or other written acknowledgement). A notice or other communication that is personally served is effective when personally delivered. A notice or other communication that is mailed is effective 3 calendar days after deposit in the United States mail.
- C. **To Whom Given:** All notices and other communications between the parties regarding the Agreement must be given to the individuals identified below using the appropriate contact information for giving notice:

To the City: City of San José  
San José Police Department  
Attn: Chief of Police  
201 W. Mission Street  
San José, CA 95110  
(408) 277-4212  
[anthony.mata@sanjoseca.gov](mailto:anthony.mata@sanjoseca.gov)

To the Grantee: Next Door Solutions to Domestic Violence  
Attn: Susan McInnis  
234 E. Gish Road, Suite 200  
San José, CA 95112  
(408) 501-4564 [smcinnis@nextdoor.org](mailto:smcinnis@nextdoor.org)

- D. **Changing Contact Information:** Either party may change its contact information for receiving written notices and communications regarding the Agreement by providing notice of such change to the other party pursuant to this Section 8.

## **SECTION 9. ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

Use of electronic signatures: Unless otherwise prohibited by law or CITY policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the CITY.

## **SECTION 10. RELATIONSHIP OF PARTIES**

- A. It is understood and agreed by and between the parties that Grantee in the performance of this Agreement, shall not act nor is it at any time authorized to act, as the agent or representative of CITY in any matter. Grantee further agrees that it will not in any manner hold itself out as the agent or representative of CITY or act in such a fashion as would give the impression to a reasonable person that Grantee is acting in such a capacity.
- B. The parties agree that Grantee and Grantee’s employees shall be at all times independent contractors and not agents or employees of the CITY, and that Grantee and Grantee’s employees shall not be entitled to any salary, fringe benefits, pension, Workers’ Compensation, sick leave, insurance or any other benefit or right connected with employment by the

City of San José, or any compensation other than as prescribed herein, and Grantee and Grantee's employees expressly waive any claim it/they may have to any such rights.

- C. Under no circumstances shall this Agreement be construed as one of partnership, joint venture, or employment between Grantee and CITY. Each party acknowledges and agrees that it neither has, nor will give the appearance or impression of having, any legal authority to bind or commit the other party in any way.

WITNESS THE EXECUTION HEREOF the day and year first hereinabove written.

“CITY”

APPROVED AS TO FORM:

CITY OF SAN JOSE, a municipal corporation

\_\_\_\_\_  
CARL B. MITCHELL  
Senior Deputy City Attorney

By *Sarah Zarate*  
Sarah Zarate (10/7/2021)  
Email: sarah.zarate@sanjoseca.gov  
\_\_\_\_\_  
SARAH ZARATE  
Director, Office of the City Manager

‘GRANTEE’

NEXT DOOR SOLUTIONS TO  
DOMESTIC VIOLENCE, a California non-  
profit corporation

Address: 234 E. Gish Road, Suite 200  
San José, CA 95112

Telephone: (408) 501-4564

Federal Tax ID No.:94-2420708

By: *Esther Peralez-Dieckmann*  
eperalez-dieckmann@nextdoor.org (10/3/2021)  
Email: eperalez-dieckmann@nextdoor.org  
\_\_\_\_\_  
ESTHER PERALEZ-DIECKMANN  
Executive Director

## EXHIBIT A

### INSURANCE REQUIREMENTS

GRANTEE, at GRANTEE's sole cost and expense, shall procure and maintain for the duration of this AGREEMENT insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the services hereunder by GRANTEE, its agents, representatives, employees or subcontractors.

#### A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. The coverage provided by Insurance Services Office Commercial General Liability coverage ("occurrence") Form Number CG 0001; and
2. The coverage provided by Insurance Services Office Form Number CA 0001 covering Automobile Liability. Coverage shall be included for all owned, non-owned and hired automobiles; and
3. Workers' Compensation insurance as required by the California Labor Code and Employers Liability insurance.
4. Cyber Liability insurance covering privacy liability arising out of the Grant Project.

There shall be no endorsement reducing the scope of coverage required above unless approved by the CITY's Risk Manager.

#### B. Minimum Limits of Insurance

GRANTEE shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit; and
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage; and

3. Workers' Compensation and Employers' Liability: Workers' Compensation limits as required by the California Labor Code and Employers Liability limits of \$1,000,000 per accident.
4. Cyber Professional Liability Errors & Omissions: \$1,000,000 per claim/ aggregate limit.

C. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to, and approved by CITY's Risk Manager.

D. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The City of San José, its officers, employees, agents and contractors are to be covered as additional insureds as respects: Liability arising out of activities performed by or on behalf of, GRANTEE; products and completed operations of GRANTEE; premises owned, leased or used by GRANTEE; and automobiles owned, leased, hired or borrowed by GRANTEE. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, and agents.

b. GRANTEE's insurance coverage shall be primary insurance as respects CITY, its officers, employees, and agents. Any insurance or self-insurance maintained by CITY, its officers, employees, agents or contractors shall be excess of GRANTEE's insurance and shall not contribute with it.

c. Any failure to comply with reporting provisions of the policies by GRANTEE shall not affect coverage provided CITY, its officers, employees, or agents.

d. Coverage shall state that GRANTEE's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

e. Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, and agents.

2. Workers' Compensation and Employers' Liability

Coverage shall contain waiver of subrogation in favor of the City of San José, its officers, employees, and agents.

### 3. Claims Made Coverages

Any policy issued on a claims made-policy form must contain a retroactive date preceding the effective date of the agreement. If the policy is cancelled or non-renewed and coverage cannot be procured with the original retroactive date, Contractor must purchase an extended reporting period equal to or greater than three (3) years after the term of this Agreement.

### 4. All Coverages

Each insurance policy required by this AGREEMENT shall be endorsed to state that coverage shall not be suspended, voided, canceled, or reduced in limits except after thirty (30) days' prior written notice has been given to CITY, except that ten (10) days prior written notice shall apply in the event of cancellation for non-payment of premium.

#### E. **Acceptability of Insurers**

Insurance is to be placed with insurers acceptable to CITY's Risk Manager.

#### F. **Verification of Coverage**

GRANTEE shall furnish CITY with certificates of insurance and endorsements affecting coverage required by this AGREEMENT. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Proof of insurance shall be emailed in pdf format to: [Riskmgmt@sanjoseca.gov](mailto:Riskmgmt@sanjoseca.gov):

Certificate Holder  
City of San José – Finance Department  
Risk & Insurance Program  
200 East Santa Clara Street, 14<sup>th</sup> Floor Tower  
San José, CA 95113-1905

#### G. **Subcontractors**

GRANTEE shall include all subcontractors as insureds under its policies or shall obtain separate certificates and endorsements for each subcontractor.

**EXHIBIT B  
BUDGET**

<b>A. Personnel</b>	
Fari Aberg – Database & Office Coordinator salary @ \$23.24 and 955 hours	\$ 22,194.20
Taxes (7.65%)	\$ 1,697.86
Benefits (27.52%)	\$ 6,107.94
<b>TOTAL</b>	<b>\$ 30,000.00</b>