

**GRANT AGREEMENT  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
TRITON MUSEUM OF ART**

**PREAMBLE**

This Agreement dated July 1, 2026 (“Effective Date”) is entered into between the City of Santa Clara, California, a chartered California municipal corporation (“City”) and Triton Museum of Art, a California nonprofit corporation (“Grantee”). City and Grantee may be referred to individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

**RECITALS**

- A. Grantee has submitted to the City a request seeking a grant for the purpose of providing accessible art and educational programs to the community; and
- B. City desires to provide such a grant on the terms and conditions set forth herein.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Grantee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Grant Activities

Exhibit B – Fee Schedule

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on June 30, 2027.

## **3. GRANT FUNDS**

City will contribute to Grantee an amount not to exceed Three Hundred Fourteen Thousand, Eighty-Four Dollars (\$314,084) ("Grant Funds") for Grantee, subject to budget appropriations. The Grant Funds shall not be used for any other purpose than to pay expenses, (or if said expenses have already been paid by Grantee, then for reimbursement of same to Grantee) within the scope of grant activities as authorized in Exhibit A ("Grant Activities"). None of the Grant Funds will be used to pay for any expenses of Grantee incurred before or after the term of the Agreement. City will distribute Grant Funds to Grantee in accordance with Exhibit B (Fee Schedule).

## **4. GRANTEE OBLIGATIONS**

In consideration of the receipt of Grant Funds, Grantee agrees to use the Grant Funds for the Grant Activities consistent with the requirements set forth in Exhibit A.

## **5. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Grantee.
- B. Termination for Default. If Grantee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Grantee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of the Grant Activities. In the event of such termination, Grantee will be paid for Eligible Expenses in any Funding Request that was submitted and approved by City prior to the date of termination specified in such notice.

## **6. ASSIGNMENT AND SUBCONTRACTING**

City and Grantee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City in its sole discretion. Grantee shall not hire subcontractors without express written permission from City.

Grantee shall be as fully responsible to City for the acts and omissions of its

subcontractors, and of persons either directly or indirectly employed by them, as Grantee is for the acts and omissions of persons directly employed by it.

**7. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**8. INDEPENDENT CONTRACTOR**

Grantee and all person(s) employed by or contracted with Grantee to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Grantee has full rights to manage its employees in their performance of Grant Activities under this Agreement.

**9. RIGHT OF CITY TO INSPECT RECORDS OF GRANTEE**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of disbursement of Grant Funds provided under this Agreement, to audit the books and records of Grantee for the purpose of verifying any and all reimbursement requests made by Grantee in connection with Grantor's disbursement of Grant Funds to Grantee. Grantee agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all requests submitted to City. Any expenses not so recorded shall be disallowed by City. Grantee shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Grantee shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Grantee agrees to assist City in meeting City's reporting requirements and any other agency reporting requirements with respect to Grantee's receipt of funds hereunder.

**10. HOLD HARMLESS/INDEMNIFICATION**

A. To the extent permitted by law, Grantee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way Grantee receipt of funds pursuant to this Agreement or Grantee's performance of the Grant Activities – including claims of any kind by Grantee's employees or persons contracting with Grantee to perform any portion of the Grant Activities – and shall expressly include passive or active negligence by City connected with the Grant Activities. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend

is not similarly limited.

- B. Grantee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Grantee, against City (either alone, or jointly with Grantee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Grantee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Grantee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Grantee's responsibilities under the Act.
- D. The Parties expressly agree that this Section 9 (HOLD HARMLESS/INDEMNIFICATION) will survive the expiration or early termination of the Agreement.

## **11. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Grantee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

## **12. WAIVER**

Grantee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. City's disbursement of Grant Funds under this Agreement shall not be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## **13. WARRANTY**

Grantee expressly warrants that all Grant Activities performed using the Grant Funds shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Grantee agrees to promptly replace or correct any incomplete, inaccurate or defective Grant Activity performed at no further cost to City when defects are due to the negligence, errors or omissions of Grantee. If Grantee fails to promptly correct or replace issues caused by a Grant Activity, City may make corrections or replace said issues and charge Grantee for the cost incurred by City.

## **13. QUALIFICATIONS OF GRANTEE - STANDARD OF CARE**

Grantee represents and maintains that it has the expertise in the professional

calling necessary to perform the Grant Activities, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Grantee's representations regarding its skills and knowledge. Grantee shall perform such Grant Activities and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

#### **14. NOTICES**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: City Manager's Office  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [manager@santaclaraca.gov](mailto:manager@santaclaraca.gov) and  
[jortega@santaclaraca.gov](mailto:jortega@santaclaraca.gov)

And to Grantee addressed as follows:

Triton Museum of Art  
1505 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [pmetcalf@tritonmuseum.org](mailto:pmetcalf@tritonmuseum.org)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

#### **15. COMPLIANCE WITH LAWS**

Grantee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to legal requirements for working with youth, for example obligations to conduct background checks for individuals working with youth, and compliance with "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Grantee's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Grantee has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

#### **16. CONFLICTS OF INTEREST**

Grantee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Grantee

and that no person associated with Grantee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Grantee is familiar with the provisions of California Government Code section 87100 and certifies that it does not know of any facts which would violate these code provisions. Grantee will advise City if a conflict arises.

**17. FAIR EMPLOYMENT**

Grantee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**18. NO USE OF CITY NAME OR EMBLEM**

Except as expressly authorized by the City, in writing, Grantee shall not use City's name, insignia, or emblem, or distribute any information related to use of Grant Funds under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**19. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**20. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**21. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**22. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

**23. ELECTRONIC SIGNATURES**

Each Party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

**[SIGNATURES ON NEXT PAGE]**

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

\_\_\_\_\_  
JOVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

"CITY"

**TRITON MUSEUM OF ART**  
a California nonprofit corporation

Dated: June 17, 2026 June 17, 2026

By (Signature): *Preston Metcalf*

Name: Preston Metcalf

Title: Executive Director

Principal Place of Business Address: 1505 Warburton Ave.,  
Santa Clara, CA 95050

Email Address: [pmetcalf@tritonmuseum.org](mailto:pmetcalf@tritonmuseum.org)

Telephone: (408) 247-3754

Fax: \_\_\_\_\_

"GRANTEE"

**EXHIBIT A**  
**GRANT ACTIVITIES**

1. In return for receiving the Grant Funds, Grantee shall carry out the following activities:
  - A. Provide quality art exhibitions, events, and educational programs for the community;
  - B. Provide community outreach programs targeted towards art education for students and families;
  - C. Provide a qualified museum staff person to serve as a juror for City-sponsored art competitions;
  - D. Explore opportunities for collaboration on City-sponsored and Grantee-sponsored events. Upon written request from the City, the parties agree that the City shall have free use of Triton Museum of Art, Jamison-Brown House, and the surrounding grounds (referenced as the "Premises" in the Lease and Operation Agreement between the City and Grantee), subject to availability of the Premises;
  - E. Upon the City's request, distribute promotional materials or information provided by the City to residents, businesses, and visitors that promote City services and facilities, encourage people to visit Santa Clara, and/or encourage the location of businesses in the City; and
  
2. In addition to the above identified activities, Grantee's receipt of Grant Funds is conditioned upon the following:
  - A. Upon the Effective Date, and on July 1 of each year thereafter, Grantee shall provide to the City an annual certified determination letter(s) confirming Grantee's non-profit 501(c)(3) status and good standing from an authorized representative and the Grantee's legal counsel.
  - B. Grantee shall provide to the City by the first of each month, a summary report highlighting all art and education activities, funding sources, special appearances or shows for which attendees are charged admission, the number of special events that require rental of the Triton Museum of Art (indoor or outdoor) and Jamison Brown House for the previous month, attendance numbers for all Grantee-sponsored events and activities, and membership numbers.
  - C. Grantee shall acknowledge the City of Santa Clara as a donor/supporter in all publicity and promotional materials related to the activities provided under this Exhibit A with the following statement, "Supported, in part, by a

grant from the City of Santa Clara.”

- D. Within 60 days of expiration of the Agreement, Grantee shall provide the City a descriptive report that demonstrates that the Grant Funds were used for the activities described above and in accordance with this Agreement.

**EXHIBIT B**  
**SCHEDULE OF FEES**

Grantee will submit an invoice in the amount of Twenty-Six Thousand, One Hundred Seventy-Three Dollars and Sixty-Six Cents (\$26,173.66) to the City on a monthly basis, starting July 1, 2026, which details the Grant Activities performed by Grantee during the preceding month. The invoice shall be in a format approved by City and is subject to verification and approval by City. City will pay Grantee within thirty (30) days of City's receipt of an approved invoice.

## **EXHIBIT C INSURANCE REQUIREMENTS**

Without limiting the Grantee's indemnification of the City, and prior to commencing any of the Grant Activities authorized under this Agreement, the Grantee shall maintain in full force and effect during the period of the Agreement, at its sole cost and expense, the following insurance:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01, including bodily injury, property damage, contractual liability, products and completed operations, and personal and advertising injury. Policy limits are subject to review, with limits not less than:

\$1,000,000 Each Occurrence,  
\$2,000,000 General Aggregate,  
\$2,000,000 Products/Completed Operations Aggregate, and  
\$1,000,000 Personal and Advertising Injury.

Limits may be satisfied in combination with excess/umbrella policies on a following form basis.

2. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Grantee to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross-liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made, or a suit is brought, except with respect to the limits of liability.

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business Automobile Liability Insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits not less than \$1,000,000 combined single limit per accident. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

### **C. WORKERS' COMPENSATION**

Workers' Compensation Insurance as required by statute and employer's liability with limits not less than \$1,000,000 per employee, accident, and disease.

D. SEXUAL ABUSE AND MOLESTATION LIABILITY

Sexual Abuse and Molestation Liability Insurance with minimum limits of \$1,000,000 per claim and in the aggregate covering acts committed by volunteers or for negligent supervision, hiring, or retention.

E. OTHER INSURANCE PROVISIONS

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are to be covered as additional insureds on the Grantee's commercial general liability policy, including ongoing and completed operations, and auto liability policies in respect to liability arising out of Grantee's work for City. This provision shall apply to any excess or umbrella liability policy.
2. Primary and non-contributing. For any liability arising from the Grant Activities provided under this Agreement, the Grantee's insurance coverage shall be primary and non-contributory with any coverage maintained by the City or Indemnitees.
3. Claims Made Coverage  
  
If coverage is obtained on a "claims made" policy form, the continuity or retroactive date shall precede the date Grant Activities were initiated with the City and the coverage shall be maintained for a period of three (3) years after termination of this Agreement.
4. Cancellation.
  - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation.
  - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation, non-renewal, or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation.
5. Qualifying Insurers. All of the insurance companies providing insurance for Grantee shall maintain, and provide written proof of, an A. M. Best rating of at least A- VII or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives and shall be authorized to conduct business in the State of California.
6. Deductibles and Self-Insured Retentions. Deductibles and self-insured retentions must be declared to the City.

