

**MATCHING GRANT AGREEMENT BETWEEN  
THE CASTELLANO FAMILY FOUNDATION AND  
THE CITY OF SAN JOSE FOR THE  
INDEPENDENT POLICE AUDITOR – TEEN LEADERSHIP COUNCIL**

This Matching Grant Agreement (“Agreement”) is entered into as of \_\_\_\_\_, 2011, by and between the Castellano Family Foundation, a California private foundation (“Foundation”) and the City of San Jose, a municipal corporation (“City”).

**RECITALS**

A. The Independent Police Auditor (“IPA”) for the City of San Jose has formed a Teen Leadership Council (“IPA-TLC”) comprised of San Jose youth to assist the IPA Office in its outreach to young people in the City of San Jose

B. The Foundation desires to support the activities of the IPA-TLC through provision of a matching grant to City.

In view of the above, the parties agree as follows:

**TERMS**

- A. **TERM OF AGREEMENT.** This Agreement shall be for a term commencing on August 2, 2011 and expiring on December 31, 2011.
- B. **PAYMENT OF GRANT.** The Foundation hereby agrees to pay to City a grant in the amount of Five Thousand Dollars (\$5,000) to support the IPA-TLC, on the following terms and conditions:
1. The Foundation will match, dollar-for-dollar, funds raised by City through the Office of the Independent Police Auditor (“IPA Office”) and its designees for the IPA-TLC, up to a maximum of \$5,000. This means that if City achieves the full amount of the matching grant, it would have raised a total of Ten Thousand Dollars (\$10,000), half from the Foundation and half from individual donors.
  2. The Foundation will match only those funds raised from individuals, and not from organizations, businesses or foundations.
  3. A condition for the Foundation’s payment of the matching grant is that all members of the Independent Police Auditor Advisory Committee must make a monetary contribution to support the IPA-TLC.
  4. City will deposit the funds raised from individual donors into a dedicated account maintained by the City within the City’s Gift Trust Fund (hereinafter “GFT”). The account will be designated for purposes of the IPA-TLC only (hereinafter “The Fund”). Foundation is not obligated to match any funds raised in excess of \$5,000.
  5. The deadline for the deposit of all matching funds raised by the City from individual donors into The Fund is December 1, 2011.

- 6. Thereafter, and no later than December 8, 2011, the Foundation will deposit its matching funds (up to \$5,000) into The Fund, after being provided a list of all contributors to the Fund and the amounts contributed.
  - 7. The monies in The Fund, will be used by the IPA Office to pay for IPA-TLC items such as, but not limited to, bus tokens, printing and outreach materials, meals and refreshments, and stipends for IPA-TLC members and college intern/advisers.
  - 8. The City, through the IPA Offices will provide to the Foundation provide regular and detailed accountings of the expenditure of the monies from The Fund.
- C. **PRIOR AGREEMENTS AND AMENDMENTS.** This Agreement represents the entire understanding of the parties as to those matters contained herein. This Agreement may only be modified by a written amendment duly executed by the parties to this Agreement.

“THE FOUNDATION”

Castellano Family Foundation  
a private foundation

By Carmen Castellano  
Carmen Castellano  
Title: President, Castellano Family  
Date: July 8, 2011 Foundation

By Al Castellano  
Al Castellano  
Title: Vice President, Castellano Family  
Date: July 8, 2011 Foundation

“CITY”

City of San Jose  
a municipal corporation

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Sandra Lee  
Deputy City Attorney