

**TANIMURA FAMILY FOUNDATION
GRANT AGREEMENT**

This Grant Agreement (the "Agreement"), effective as of last dated entered below, is made by and between the TANIMURA FAMILY FOUNDATION ("Grantor") and SALINAS PUBLIC LIBRARY ("Grantee").

AMOUNT: \$100,000 (see below) **DATE AUTHORIZED BY GRANTOR BOARD:** April 8, 2019

PURPOSE: For the El Gabilan Library

SPECIAL CONDITIONS: (\$50,00 in fiscal year 2019 and \$50,000 in fiscal year 2020)

PAYMENT SCHEDULE: This grant will be paid upon receipt of the signed Grant Agreement.

GRANTEE FURTHER AGREES:

1. To use the grant monies exclusively for charitable purposes, as defined in Section 501(c)(3) of the Internal Revenue Code ("IRC"), and for the purpose stated in this Agreement.
2. To notify Grantor if any material changes occur in the program or project supported by the grant funds.
3. To submit to Grantor, annually until all grant funds are spent, a report containing: (i) a description of Grantee's use of the funds and the progress made in accomplishing the grant purpose, and (ii) a financial accounting of Grantee's expenditure of the grant.
4. To keep adequate expenditure records to enable them to be readily reviewed, and to keep such records, as well as copies of all submitted reports, for at least four years after the completion of the expenditure of the grant funds.
5. To fully cooperate with Grantor in evaluating the effective use of the funds awarded.
6. To avoid making any public or media representation about the Grantor or this grant without prior permission, except for listing the "Tanimura Family Foundation" as a donor.
7. To refrain from using any portion of the grant funds: (i) to influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive; (ii) to influence legislation within the meaning of the IRC Section 4945(e); or (iii) to undertake any other action inconsistent with IRC Section 501(c)(3).
8. To (i) represent and warrant that Grantee is tax-exempt under IRC Section 501(c)(3) and classified as a public charity under IRC Section 509(a), (ii) notify Grantor if any changes occur that could lead to a change in the Grantee's tax-exempt status or public charity classification, and (iii) repay to Grantor any unspent grant funds if the Grantee's tax-exempt status is revoked or if Grantee ceases to be a public charity.
9. To retain discretion and control over selecting any subgrantee or contractor to be funded/paid with grant funds, acknowledging that Grantor has not earmarked grant funds for any specific subgrantee or contractor.
10. To irrevocably defend, indemnify, and hold harmless Grantor, its officers, directors, employees, and agents from all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly or indirectly arising from or in connection with the grant, the application of the grant funds, or the grant project, acknowledging that this paragraph shall survive the termination of this Agreement.
11. That this Agreement does not create any agency, partnership, or joint venture between the parties, and that Grantee is solely responsible for the activities supported by and any products/services produced with grant funds.
12. That this grant is a separate and independent transaction, which does not create any pledge by Grantor to make any other grant to Grantee.
13. To repay to Grantor the full amount of the grant, if Grantee fails to comply with the terms of this Agreement.
14. That this Agreement (i) shall be governed by the laws of the State of California, (ii) constitutes the entire agreement between the parties, and (iii) may not be amended except in a writing signed by both parties.

TANIMURA FAMILY FOUNDATION, Grantor

SALINAS PUBLIC LIBRARY, Grantee

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

GRANT APPLICATION
TANIMURA FAMILY FOUNDATION

This application form must be completed when submitting an initial grant request.

1. Name of Applicant Organization: (Please Use Full Legal Name) **Salinas Public Library**
Employer Identification Number (EIN): 94-6000412
2. Street Address/P.O. Box: 350 Lincoln Ave.
City: Salinas State: CA Zip: 93701
3. Phone: () (831) 758-7311 Fax: () —
4. Website: www.salinaspubliclibrary.org
5. Contact Person: Mr./Mrs. First Name Kristan Last Name: Lundquist
Title: Director Phone: (831) 758-7222 Email: Kristan.L@ci.salinas.ca.us
6. Name of Applicant Organization's Chief Executive Officer/Executive Director:
Mr./Mrs. First Name Kristan Last Name Lundquist
7. Name of Applicant Organization's Officers of the Board of Directors: N/A
Chairperson: Mr./Mrs. First Name _____ Last Name _____
President: Mr./Mrs. First Name _____ Last Name _____
Secretary: Mr./Mrs. First Name _____ Last Name _____
Vice President: Mr./Mrs. First Name _____ Last Name _____
Treasurer: Mr./Mrs. First Name _____ Last Name _____
8. Date applicant organization's fiscal year begins: July 1
9. Indicate the program area or fund within the Foundation for which this application should be considered:
Family and children, Education
10. Dollar Amount Requested: \$ 100,000
11. Date Project Started or Will Start: Approx. Sept. 2019
12. Brief Project Summary (100 Words or Less; Use Back of Page if Necessary)
Capital support for El Gasilen Library,
managed options, Children and Family Area,
Technology for new library.