

P.O. Box 779
Salinas, California 93902

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1636 Ercia Street
Salinas, California 93906

www.hardenfoundation.org

February 20, 2019

Ms. Mary Ellison
Marketing & Development Coordinator
Friends of the Salinas Public Library
350 Lincoln Avenue
Salinas, CA 93901

Dear Ms. Ellison:

We are pleased to announce that a grant of \$25,000 was approved at our 2/20/2019 Board of Directors meeting. These funds are designated for the Community Room Deck at the new El Gabilan Library.

Enclosed is a Grant Agreement which clarifies the understanding of the specific purpose and use of these grant dollars. Please review this material and have the appropriate person sign and return the Grant Agreement in the enclosed envelope within two weeks. Upon receipt of the signed Grant Agreement, we will send a check for the grant amount to your organization.

As outlined in the grant agreement, we require a final grant report that must be submitted to us one year from the award of your grant. It is extremely important that you complete and submit a grant report to us after one year or you will jeopardize your organization's timely receipt of any future funding. Checks cannot be issued until we receive a final grant report. The final grant report form is available on our website at www.hardenfoundation.org.

It is our pleasure to support your organization. We look forward to hearing about your accomplishments throughout the year.

Sincerely,

A handwritten signature in black ink, appearing to read "Joseph C. Grainger", is written over the word "Sincerely,".

Joseph C. Grainger
Executive Director

GRANT AGREEMENT

On February 20, 2019, the Harden Foundation (Grantor) awarded a grant to:

Friends of the Salinas Library (Grantee)

in the amount of \$25,000
as described in the award letter.

Grantor and Grantee agree to the following terms and conditions of the grant:

1. The Grantee will use the grant solely for the purposes of the specific project described above, and Grantee will repay to Grantor any portion of the amount granted which is not used for those purposes. Any changes in the purposes for which grant funds are spent must be approved in writing by the Grantor before implementation.
2. The Grantee will **submit a final report February 20, 2020** using the Grant Evaluation Report Form available on our website at www.hardenfoundation.org as a guide. This report will outline funds expended to date and how funds were spent. Such report will describe the progress that Grantee has made toward achieving the purpose for which this grant was made and will report on the Grantee's compliance with the terms of this grant. If funds are not expended by the final report deadline, Grantee shall submit a letter to the Harden Foundation with an explanation and indicate an approximate date for expending funds. The foundation will determine a new final report deadline and notify grantee. No new funds for this grant will be paid until a final grant evaluation report for any previous grants is submitted.
3. With regard to the selection of any sub grantees to carry out the purposes of this grant, Grantee retains full discretion and control over selection process, acting completely independent of Grantor. There is no agreement, written or oral, by which Grantor may cause Grantee to choose any particular sub grantee.
4. This grant is not earmarked to be used in any attempt to influence legislation within the meaning of Internal Revenue Code 4945(e). No agreement, oral or written, to that effect has been made between Grantor and Grantee. Grantor is relying upon Grantee's representation, made in Grantee's grant request and proposed budget, that this grant does not exceed the amount budgeted by Grantee for activities of the project that are not attempts to influence legislation.
5. Grantee will not use any portion of the funds granted herein to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in Internal Revenue code 4945(f), to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c) (3) of the Internal Revenue Code.
6. Grantee will notify Grantor immediately of any change in (a) Grantee's tax-exempt status or its nonprivate foundation status, or (b) Grantee's executive staff or key staff responsible for achieving the grant purpose.

GRANT AGREEMENT

7. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or in carrying out the program or project to be funded or financed by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of Grantor, its officers, directors, trustees, employees, or agents.

8. In the event that Grantee violates or fails to carry out any provisions of this Agreement, Grantor may, in addition to any legal remedies it may have, refuse to make any further grant payments to Grantee, and Grantor may demand the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to Grantor.

9. This Agreement and any attachments to it shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties hereto.

IN WITNESS WHEREOF, the parties have executed this Grant Agreement effective on

February 20, 2019

By:  Dated: 2/20/19

Joseph C. Grainger
Executive Director
Harden Foundation

Signature: _____ Dated: _____

Name: _____ Grant # 99 - 067

Title: _____