

**AGREEMENT FOR GRANT
FROM VENTURA COUNTY COMMUNITY FOUNDATION
TO THE GIVE AN HOUR NONPROFIT CORPORATION**

This Grant Agreement (“Agreement”) is entered into as of December 20, 2018 (“Effective Date”), by and between Ventura County Community Foundation (“Grantor”) and The Give an Hour Nonprofit Corporation (“Grantee”).

AMOUNT: The total amount of the grant from Grantor to Grantee is \$75,000 (“Grant Funds”).

DURATION: This Grant is to be used during the period from the Effective Date through April 1, 2019 (the “Grant Period”).

PURPOSE: This Grant is for the exclusive purpose of supporting the conduct by Grantee to engage in the following activities, in furtherance of the Grantor’s goals in administering the Conejo Valley Victims Fund at the Ventura County Community Foundation (the “Conejo Valley Victims Fund”):

- Reach out to the persons who were present at Borderline Bar & Grill in Thousand Oaks during the mass shooting on November 7, 2018 (“Affected Persons”).
- Help the Affected Persons or their families, as the case may be, to apply for funds that may be available to them from the Conejo Valley Victims Fund, including administering a two- or three-day open clinic with clinicians assist them in filling out such applications.

WHEREAS, Grantee is a nonprofit corporation organized exclusively for charitable, educational, scientific or religious purposes, and is exempt from tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”);

WHEREAS, Grantee is seeking funds for the program and/or services described above (the “Program”); and

WHEREAS, Grantor is willing to provide funds to Grantee for the Program subject to the terms and conditions herein;

NOW, THEREFORE, in consideration of the mutual covenants and promises of the parties, the parties agree as follows:

NOW, THEREFORE, Grantee and Grantor agree as follows:

1. Public Acknowledgement: Grantee must obtain prior authorization from Grantor for any public acknowledgement of this grant. In its discretion,

Grantor may describe its support of the Program in Grantor's own printed or oral announcements and website. Grantee may recognize other sponsors of the Program in proportion to their relative contributions to the sponsorship of the Program.

2. Expenditure of Funds: Under the applicable laws of the United States, all Grant Funds must be expended for charitable, educational, scientific, or religious purposes. This Grant is made only for the purposes stated in this Agreement, and the Grant Funds as well as any interest earned thereon may not be expended for any other purpose without Grantor's prior written approval. Any Grant Funds and earnings thereon not expended or committed for the purposes set forth in this Agreement will be returned to Grantor within thirty (30) days following the end of the Grant Period. The Grant Funds and earnings thereon may not be used for any of the following purposes: (i) to attempt to influence legislation or the outcome of any specific public election; (ii) to carry on, directly or indirectly, any voter registration drive; or (iii) to undertake any activities not for a charitable, educational, scientific, or religious purpose. Expenditures of Grant Funds and earnings thereon must be only for line items specified in the approved grant budget. Advance written approval by Grantor must be received by Grantee for disbursements deviating from the line items of the approved budget. Any earnings on Grant Funds must be applied to the project purposes.

3. Evaluation Reports: Grantee shall submit to Grantor weekly reports describing the number of applicants aided and the issues those applicants are facing. If Grantee does not submit the required reports, Grantee shall be disqualified from any future funding requests. Grantor has the right to amend or cancel the Grant if appropriate progress has not been accomplished between the reporting periods.

4. Recordkeeping: Although the Grant Funds need not be physically segregated, such funds shall be shown separately on Grantee's books and records for ease of reference and verification. Records of receipts and expenditures under this Agreement, as well as copies of reports submitted to Grantor, should be kept for at least ten (10) years following completion of the Program. Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing functions under this Agreement available to Grantor or its designated representatives, auditors, or legal counsel to determine compliance with the terms of the Agreement and applicable law. Grantee's financial statement should be attested by the responsible financial officer of Grantee or a certified public accountant.

5. Status as an Eligible Grantee: Grantee represents and warrants that it is a tax-exempt organization under section 501(c)(3) of the Code. Grantee has provided the Grantor with a copy of an Internal Revenue Service Determination Letter evidencing its status as such an organization. Grantee will notify the Grantor immediately of any change in tax-exempt status. Grantee represents and warrants that Grantee's receipt of the Grant Funds will not

change Grantee's status under section 509(a) of the Code. If Grantee for any reason ceases to be a tax-exempt organization under section 501(c)(3) of the Code, Grantee shall return to Grantor all Grant Funds then in Grantee's possession. Grantee is not an agent, representative, consultant or contractor of Grantor and, as an entirely independent and separate organization, is solely responsible for its actions, errors and omissions.

6. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, together, shall constitute one and the same instrument.

7. Waiver: The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

8. Severability: If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected thereby, and each provision shall be valid and shall be enforced to the fullest extent permitted by law.

9. Attorneys' Fees: If either party commences an action against the other to enforce any of the terms of this Agreement or because of the breach by either party of any of the terms of this Agreement, the losing or defaulting party, whether by out-of-court settlement or final judgment, shall pay to the prevailing party the actual costs and expenses incurred in connection with the prosecution or defense of such action and any appeals in connection therewith, including actual attorneys' fees and costs.

10. Indemnification: With respect to its operations under this grant, the Grantee shall, to the fullest extent permitted by law, hold harmless, indemnify, and defend the Grantor, its officers, directors, employees, agents, and representatives, from and against any and all claims, demands, actions, suits, losses, liability expenses and costs including, without limitation, attorneys' fees and costs arising out of the approval, oversight, management, or operation of Grantee, including injury to any persons or organizations, including death or damage to any property caused by, connected with or attributable to the willful misconduct, negligent acts, errors or omissions of Grantee or its officers, employees, agents, and consultants under this award. Grantee and Grantor agree to submit any dispute regarding the subject matter of this clause to non-binding mediation. Any agreement reached in mediation may cancel this clause in whole or in part.

IN WITNESS WHEREOF, the undersigned have executed this Grant Agreement as of the date first written above.

THE GIVE AN HOUR NONPROFIT CORPORATION

VENTURA COUNTY COMMUNITY FOUNDATION

By:
Its:

By: Vanessa Bechtel
Its: President & CEO