

ISLA VISTA COMMUNITY SERVICES DISTRICT

GRANT AGREEMENT

GENERAL GRANT TERMS, CONDITIONS AND UNDERSTANDINGS

The **Isla Vista Community Services District** is awarding this grant to **University United Methodist Church** as the Grantee contingent upon the following, as well as specific terms and conditions in the grant award letter, which is incorporated herein by this reference and attached hereto as Exhibit A:

Tax-Exempt Status:

Grantee is a nonprofit organization currently recognized by the Internal Revenue Service as a public charity described in sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986 as amended (the "Code):

- Your tax-exempt status under sections 501(c)(3) and 509(a) of the Code has not changed since your July 2018, and
- There is no issue presently pending before any office of the Internal Revenue Service that could result in any proposed changes to your tax-exempt status under Sections 501(c)(3) and 509(a) of the Code.

Expenditure of Funds:

This grant (together with any income earned on investment of grant funds) is made for the purpose outlined in both the grant award letter (Exhibit A) and the services to be provided specified in Exhibit B, and may not be expended for any other purpose without prior written approval of the Isla Vista Community Services District.

If the grant is intended to support a specific project or to provide general support for a specific period, any portion of the grant unexpended at the completion of the project or the end of the period shall be returned to the Isla Vista Community Services District along with a written accounting of grant expenditures.

No part of this grant shall be used to carry on propaganda or otherwise attempt to influence legislation (within the meaning of section 4945(d)(1) of the Internal Revenue Code), EXCEPT as that activity may be related to the grant or purpose of the grant, and permitted for 501(c)(3) organizations by applicable law or Internal Revenue Service Regulations. No part of this grant may be used for any religious purposes of any kind, nor may access to the services to be provided in Exhibit B be limited because of any religious requirement, membership, or belief. Access to the services to be provided in Exhibit B must be unrestricted and available to the general public.

No Assignment or Delegation:

Grantee may not assign or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from the Isla Vista Community Services District

Records and Reports:

Grantee is required to keep a record of all receipts and expenditures relating to this grant and to provide the Isla Vista Community Services District with a written report summarizing the project promptly following the end of the period during which you are to use all grant funds. The Isla Vista Community

Services District may also request interim reports on an as-needed basis. Grantee's reports should describe your progress in achieving the purposes of the grant and include a detailed accounting of the uses or expenditure of all grant funds. Grantee also agrees to provide any other information reasonably requested by the Isla Vista Community Services District. Grantee is required to keep the financial records with respect to this grant, along with copies of any reports submitted to the Isla Vista Community Services District, for at least four years following the year in which all grant funds are fully expended. Monthly reports are to be directed to the Isla Vista Community Services District Board of Directors. Report data should include information by which the Isla Vista Community Services District can measure the impact that grant programming has in the community to provide the services described in Exhibit B. For example: an overview of the events having occurred within the past month, community feedback on services provided, possible additional outreach activities, grant expenditures, attendance numbers, upcoming month's plans, etc.

Required Notification:

Grantee is required to provide the Isla Vista Community Services District with immediate written notification of: (1) any changes in your organization's tax-exempt status; (2) your ability to expend the grant for the purposes described in the grant award letter; (3) any expenditure from this grant is made for any purpose other than those for which the grant was intended; or (4) change in key staff or volunteers responsible for achieving grant impact.

Reasonable Access for Evaluation:

Grantee will permit the Isla Vista Community Services District and its representative, at its request, to have reasonable access during regular business hours to your files, records, accounts, personnel and clients or other for the purpose of making such financial audits, verifications or program evaluations as the Isla Vista Community Services District deems necessary or appropriate concerning this grant award.

Publicity:

The Isla Vista Community Services District may include information regarding this grant, including the amount and purpose of the grant, any photographs you have provided, your logo or trademark, or other information or materials about your organization and its activities, in the Isla Vista Community Services District's reports, website, or news releases. Acceptance of this grant award constitutes acceptance and authorization for use by the Isla Vista Community Services District of any such photographs, logos, trademarks, or other information or materials that may be subject to copyright or other intellectual property protections under state or federal law, on a perpetual, non-exclusive license basis, at no extra cost. All other rights are reserved to Grantee. The perpetual, non-exclusive license shall survive termination of this Agreement.

Coordination:

Both the Isla Vista Community Services District and University United Methodist Church staff agree to meet on a regular basis to evaluate programs funded under this grant.

Hiring:

The University United Methodist Church shall serve as the hiring committee to interview and select the intern hired under this grant.

Indemnification:

The Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Isla Vista Community Services District, its officers, directors, employees and agents, from and against any and all claims, liabilities, losses and expenses (including

reasonable attorney's fees) directly, wholly, or partially arising from or in connection with any act or omission of the Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the funds furnished pursuant to the grant or incurring 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 the Isla Vista Community Services District, its officers, directors, employers or agents.

Right to Modify or Revoke:

The Isla Vista Community Services District reserves the right to discontinue, modify, or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in the Isla Vista Community Services District's sole discretion, such action is necessary: (1) because you have not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other other charitable activities of the Isla Vista Community Services District; or (3) to comply with the requirements of any law or regulation applicable to you, of the Isla Vista Community Services District, or this grant.

If the Isla Vista Community Services District does not receive a signed copy of these general grant terms by February 28th 2019, this grant may be revoked.

The undersigned certify that they are duly elected and authorized officers of the Grantee and that, as such, are authorized to accept this grant on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute, and deliver on behalf of the Grantee all the grant agreements, representations, receipts, reports and other instruments of every kinds

ACCEPTED AND AGREED TO:

Organization Name

Board Officer (Printed)

Board Officer (Signature)

Executive Director (Printed)

Date

Executive Director (Signature)

Date

Exhibit A - Award Letter

Exhibit B - Services to Be Provided

Revised Budget

**Edible Campus Program and the University United Methodist Church Garden Project
Proposal for the IV Community Services District**

Cost Description	Price
Intern for Garden Management	\$5,320
Wood Raised Beds	\$820
Brick Raised Beds	\$250
Benches	\$400
Soil	\$900
Seeds and Starters	\$100
Signage	\$400
Wheelbarrows	\$340
Native Plant and Pond Area	\$2,000
Pizza Oven and Attached Counter Space	\$560
	\$11,090