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Date of Agreement: 5/3/21

Grantee: Cochise County Library District

Purpose of Grant: County Libraries-Books and Supplies

Total Amount of Grant: \$20,000

Award Date: 4/23/21

Grant Period: 5/1/21 – 5/1/22

Payment Schedule: Full payment on receipt of signed contract

The grant to your organization from the **Community Foundation for Southern Arizona (CFSA)** is subject to your acceptance of the conditions listed below. To acknowledge this grant agreement ("Agreement") and to be eligible to receive the funds, please return a signed copy of this Agreement to CFSA.

Purpose

- Grant shall be used exclusively for the designated purposes and will not be used for purposes prohibited by law, including those purposes designated in Section 4945 of the Internal Revenue Code. Any variation from the budget/purpose must have the prior written approval of CFSA.
- 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 immediately returned to CFSA.
- It is understood that by countersigning this grant agreement your organization confirms that there has been no change in its qualification as a 501(c)(3) under the Internal Revenue Code. Funds must be returned if Grantee loses its 501(c) 3- tax exemption from the Internal Revenue Code. Grantee will notify CFSA immediately of any change to its tax status.
- All grants are made in accordance with current and applicable laws and are pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.

No Assignment or Delegation

- You may not assign, or otherwise transfer, your rights or delegate any of your obligations under this grant without prior written approval from CFSA.

Accounting and Auditing

- The grantee organization is responsible for the expenditure of funds and for maintaining adequate supporting records consistent with generally accepted accounting principles.

- Grantee will provide CFSA with an Annual Report and Audited Financial Statements at the end of Grantee's fiscal year. If the Grantee did not prepare Audited Financial Statements, Grantee shall notify CFSA prior to the end of the fiscal year to seek approval from CFSA to submit alternative financial reporting.
- Grantee will provide promptly such additional information, reports, and documents as CFSA may request and will allow CFSA and its representatives to have reasonable access during regular business hours to files, records, accounts or personnel that are associated with this grant, for the purpose of making such financial reviews, verifications, or program evaluations as may be deemed necessary by CFSA .

Feedback and Participation

- Grantee will submit a progress report including an evaluation of the status and results of the project and an explanation of how grant funds were used by **April 1, 2022**. If available or applicable, an audited financial statement should accompany the progress report.
- Grantee's attendance at additional meetings, forums or convenings may also be required as part of this grant.
- Grantees will not be able to receive or apply for future funding through CFSA until all feedback and participation requirements are met.

Public Reporting

- CFSA will be acknowledged in grantee's public project materials using the CFSA logo and the following terminology:
In a narrative:
the Troller Fund held at the Community Foundation for Southern Arizona
In a list:
Community Foundation for Southern Arizona
Troller Fund
- Grantee will allow CFSA to review and approve of any proposed publicity concerning this grant prior to its release. Please email requests for logo and approval to Tamara McKinney, tmckinney@cfsaz.org. If this grant is to be used for a film, video, book, or other such product, CFSA reserves the right to request a screening or preview of the product, during the final production stages, before deciding whether or not to be credited as funder of the product.
- The grantee shall send to CFSA copies of all print media publications that are related to the project supported by CFSA.

Grant Revocation, Reversion, or Termination

- CFSA 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 CFSA's sole discretion, such action is necessary: (1) because grantee has not fully complied with the terms and conditions of this grant; (2) to protect the purposes and objectives of the grant or any other charitable activities of the CFSA; or (3) to comply with any law or regulation applicable to the Grantee, to the CFSA or this grant.

- Grants are made with the understanding that CFSA has made no commitment to provide additional support for this project in consecutive years. Grantees must reapply each year to be eligible for funding unless otherwise stated in original RFP.
- IF CFSA does not receive signed copies of its grant award letter and of these general grant terms within fourteen (14) days after the date of CFSA's grant award letter, this grant may be revoked.

General Provisions

1. **Relationship of the Parties.** Nothing contained in this Agreement creates a joint venture, partnership, or agency relationship between the parties.

2. **Amendment.** This Agreement may be amended only as stated in writing and signed by both the Grantee and CFSA.

3. **Third Party Beneficiaries.** This Agreement is for the exclusive benefit of Grantee and CFSA, and not for the benefit of any third party, including without limitation, any partner, employee, or volunteer of Grantee.

4. **Governing Law and Venue.** The laws of the state of Arizona, except its conflicts of law provisions, will govern this Agreement. The venue for any action arising under this Agreement will be by the state or federal courts located in Pima County, Arizona, and each party hereby submits to the jurisdiction of those courts.

5. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all which will be taken together and deemed to be one instrument. Transmission by fax or PDF of executed counterparts constitutes effective delivery.

6. **Waiver.** A party's waiver of any provision, right, or remedy under this Agreement must be in writing and signed by an authorized representative of the waiving party to be effective. If a party does waive any provision, right, or remedy under this Agreement, such waiver will not preclude the party from enforcing any other provision, right, or remedy. A party's failure, neglect, or delay to enforce the provisions, rights, or remedies of this Agreement will not be construed or deemed to be a waiver of such party's rights to do so and will not affect the validity of all or part of this Agreement or prejudice such party's right to take subsequent action.

The undersigned agrees to abide by the terms of this Agreement and further certifies 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 grant agreements, representations, receipts, reports and other instruments of every kind.

We agree to abide by the terms of this grant contract

Signature of Executive Director or Authorized Representative

Date

Print or Type Name

Title