

# IMPERIAL VALLEY WELLNESS FOUNDATION

## 2022 Mission Support Grant Agreement

Imperial Valley Wellness Foundation aims to make the Imperial Valley *A Better Place to Live for All*. We recognize the importance and value of focusing on the quality of life for the residents of the Imperial County and want to support the work that many organizations are doing to address health and wellness, and community engagement in disinvested communities and especially with populations and groups that have been historically excluded from planning and decision-making. In addition, we value the importance of the nonprofits that lead this work and are committed to supporting them in building capacity to carry out their work and mission.

This Grant Agreement is made effective as of «Grant\_Start\_Date» (“Effective Date”) by and between IVWF, a California nonprofit public benefit corporation, and «Organization\_Legal\_Name», (“Grantee”), with reference to the following:

WHEREAS, IVWF is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) as a charity, and has been classified by the Internal Revenue Service (the “IRS”) as a private foundation under Section 509(a) of the Code;

WHEREAS,, IVWF’s charitable mission is to advance the health and wellness for those in need, particularly for the most vulnerable populations in Imperial County;

WHEREAS,, IVWF furthers its charitable purposes in part by making grants to other organizations to support their charitable activities;

WHEREAS, Grantee is exempt from federal income taxes under Section 501(c)(3) of the Code as a charity, and has been classified by the IRS as a public charity (rather than a private foundation) under Section 509(a)(1) or (2); and

WHEREAS, IVWF wishes to make a grant to Grantee for the purposes set forth herein in Paragraph 2 and in furtherance of IVWF’s charitable purposes, and otherwise on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, IVWF and Grantee hereby agree as follows:

1. **Grant amount and payment.** IVWF has approved a grant of \$«Grant\_Amount» to Grantee, which amount will be distributed to Grantee within 30 business days after receiving a copy of this Grant Agreement executed on behalf of Grantee by a properly authorized officer of Grantee. All amounts received by Grantee under this Agreement are referred to herein as the “Grant.”
2. **Grant purpose.** The purpose of the Grant is to provide general operating support to Grantee for use in Grantee’s charitable programs and activities (the “Grant Purpose”). The grant funds are to be expended within 12 months of the grant start date or earlier if the funded work is completed.
3. **Use of Grant.** All Grant funds must be expended solely for charitable purposes within the meaning of section 170(c)(2)(B) of the Code. Grantee shall use the Grant and any interest earned on the Grant funds solely for the Grant Purpose and in accordance with the terms of this Grant Agreement, and Grantee shall repay to IVWF any portion of the amount granted which is not so used.

4. **Promoting your organization.** So that IVWF is able to promote your efforts, we encourage you to share your annual highlights with (check-in, site visit, annual report, video displaying the progress made over the year, annual fundraiser, etc.). These are opportunities to learn more about your work and possibly to share with our constituency and a broader audience. In addition, this helps to capture the impact of our grants and deepen relationships with grantees.
5. **Grantee reports.** Grantee will submit a final report, no later than 30 days after the grant funds are expended. IVWF will provide grantee with a final report template and a reminder for the impact report approximately eight months from date of grant.
6. **Educational and mission support.** IVWF may from time to time provide certain support to its grantees in the form of access to learning opportunities designed to strengthen their organization, as well as promotion of their charitable work through IVWF's website and social media channels.
  - a. Learning opportunities may be made available throughout the year to grantees. These opportunities may include webinars, events, topic-focused meetings, and more. Further information will be provided on future offerings as they become available in IVWF's sole discretion.
  - b. For the opportunity to avail Grantee of the promotion on the IVWF website and/or social media, please submit the following information periodically:
    - i. 3-4 pictures of the Grantee's work; understanding client confidentiality, IVWF prefers to receive pictures of Grantee's community work to represent the diversity of health and wellness happening in the community; and/or
    - ii. Any videos Grantee has produced that Grantee would like displayed on the IVWF website and/or Social Media channels; and/or
    - iii. Link to Grantee's online donation page.
  - c. To assist IVWF in promoting the charitable work of Grantee, IVWF requests that Grantee:
    - i. Connect, where applicable, with the IVWF social media pages (like, follow, etc.) periodically:
      1. Facebook: <https://www.facebook.com/IVWFfoundation>
      2. Instagram: <https://Instagram.com/ivwfoundation>
      3. Twitter: <https://twitter.com/ivwfoundation>
  - d. Notwithstanding any other provisions of this paragraph 6, IVWF retains the sole discretion as to whether it promotes Grantee on the IVWF website or otherwise. IVWF shall not be required to publish any information provided by Grantee under this paragraph 6. IVWF also retains the sole discretion to terminate Grantee's connection to any of the IVWF social media pages.
7. **Identification of IVWF.** Grantee shall clearly identify IVWF as a supporter of Grantee in any printed, visual or recorded material, including brochures, websites, and CD-ROMs, that refers to or results from this Grant. Grantee shall also include recognition of IVWF as a supporter of Grantee in all media relations activities and in printed material such as press releases prepared for the media. The use of the IVWF logo must be pre-approved by IVWF.
8. **Grantee records.** Grantee shall maintain adequate books and records to show the receipt and expenditure of Grant funds. Grantee shall make such books and records available to IVWF at reasonable times. Grantee shall keep copies of all books and records and all reports to IVWF for at least four years

after completion of the use of the Grant. IVWF shall have the right, upon prior reasonable notice to Grantee, to audit these books and records including, without limitation, financial books, and records of Grantee while the Grant is pending and for four years after completion of the use of the Grant.

**9. Prohibited uses.**

- a. Grantee shall not use any portion of the Grant to influence the outcome of any specific election for candidates to public office, to carry on (directly or indirectly) any voter registration drive except as provided in Section 4945(f) of the Code, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the Code.
- b. The Grant is not earmarked to be used in any attempt to influence legislation within the meaning of Section 4945(e) of the Code. No agreement, oral or written, to that effect has been made between IVWF and Grantee.

**10. Tax status.** Grantee represents that it is an organization described in section 501(c)(3) of the Code and is classified as a public charity under section 509(a)(1) or (2) of the Code. Grantee shall notify IVWF immediately of any change in Grantee's legal or tax status.

**11. Notices of changes.** Grantee agrees to provide immediate written notice to IVWF if significant changes or events occur which could affect the progress, outcome, or impacts of the organization's overall goals and objectives, including without limitation any change in Grantee's executive staff or key staff responsible for achieving Grantee's objectives.

**12. Indemnification.** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless IVWF, 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 Grant or in carrying out the program or project 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 IVWF, its officers, directors, trustees, employees, or agents.

**13. Terrorist activity.** Grantee certifies that it does not promote or support terrorist activities and does not employ or deal with any entities or individuals on the Executive Order Annex List or other lists published by the U.S. Department of State or the U.S. Department of Treasury (information about these lists may be obtained at [www.ustreas.gov](http://www.ustreas.gov) and [www.state.gov](http://www.state.gov)). Grantee agrees to use the Grant in compliance with all applicable anti-terrorist financing and asset control laws, regulations, rules, and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.

**14. IVWF's remedies for breach.** In the event that Grantee violates or fails to carry out any provision of this Agreement, IVWF may, in addition to any other legal remedies it may have, refuse to make any further Grant payments to Grantee, and IVWF may demand the return of all or part of the unexpended Grant funds, which the Grantee shall immediately repay to IVWF.

**15. Entire agreement; amendments.** This Grant Agreement 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 Grant. This Grant Agreement may not be amended or modified, except in a writing signed by both parties hereto.

16. **No agency or partnership.** Nothing in this Grant Agreement shall constitute the naming of Grantee as an agent of legal representative of Grantor for any purpose whatsoever. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
17. **Governing law.** This Grant Agreement shall be governed by and construed in accordance with the laws of California.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed by its duly authorized representative effective on the date first written above.

**IMPERIAL VALLEY WELLNESS FOUNDATION**

By: \_\_\_\_\_  
**Roque Barros, Executive Director**

Date: \_\_\_\_\_

**«ORGANIZATION\_LEGAL\_NAME»**

By (Signature): \_\_\_\_\_  
**Duly Authorized Representative**

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_