

GRANT AGREEMENT

DRAFT

I. INTRODUCTION

THIS GRANT AGREEMENT (“**Agreement**”), is entered into between the KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT, referred to as “**DISTRICT**,” and the CITY OF KINGSBURG, referred to as “**GRANTEE**,” with reference to the following:

II. RECITALS

A. WHEREAS, the DISTRICT is a California local health care district organized and existing pursuant to Health and Safety Code §§ 32000 *et seq.*;

B. WHEREAS, the GRANTEE is municipal corporation organized and existing under a voter-approved charter pursuant to Article 11, § 3, of the California Constitution;

C. WHEREAS, the GRANTEE operates a full-time fire department which provides emergency medical and medical transport services throughout the entire geographic area which is within the boundaries of the DISTRICT;

D. WHEREAS, the DISTRICT and GRANTEE desire to and hereby incorporate the requirements, terms and conditions of the DISTRICT’s grant policy and grant award into this Agreement;

E. WHEREAS, the DISTRICT’s Board of Directors has determined that a grant of DISTRICT funds to GRANTEE for the acquisition and/or upgrading of certain equipment used for GRANTEE’s emergency medical and medical transport services program (“**Program**”) is necessary for the continuation of adequate emergency health services within the DISTRICT, and has approved a grant to the GRANTEE in the total amount of **three hundred fifty-nine thousand U.S. dollars (\$359,000.00 USD)** for the Program (the “**Grant**” and “**Grant Funds**”); and

F. WHEREAS, the DISTRICT and the GRANTEE intend to now enter into this Agreement in order to provide the terms under which the DISTRICT will fund the GRANTEE’s acquisition and/or upgrading of certain equipment used for emergency medical and transport services, which would become available for use by the GRANTEE in rendering emergency medical and transport services to the public, including residents of the DISTRICT.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. PURPOSE:

Grant Funds must be used solely for the acquisition and/or upgrading of that certain equipment used for emergency medical and medical transport services, which is specified within **EXHIBIT A**, and intended for regular use by GRANTEE in the ordinary course of its operations. GRANTEE must utilize and maintain said equipment in a reasonable manner and not intentionally abuse or damage it. Unless said equipment is no longer functioning, is beyond reasonable repair or is beyond its useful life expectancy, said equipment may not be gifted or sold for less than fair market value, unless traded-in, to a vendor/dealer of the same or similar equipment, in connection with the receipt of reasonable credit toward the purchase of new or upgraded replacement equipment. If said equipment is sold, transferred or destroyed within five (5) years or less after Grant Funds were expended on it, GRANTEE shall notify DISTRICT of such fact, in writing, within twenty (20) business days.

The Grant Funds received by GRANTEE must be used by GRANTEE strictly in accordance with the terms of this Agreement, including the grant purpose, project objectives and budget specified in this Agreement, if any. GRANTEE must maintain books and records which segregate and account for the Grant Funds separately. All expenditures made in furtherance of the purpose(s) of the Grant Funds provided under this Agreement must appear on those books and records. GRANTEE must keep invoices, receipts, vouchers and other reliable records to substantiate all expenditures of Grant Funds.

No Grant Funds may in any way be used for the purpose of: (i) any other program or purpose by the GRANTEE or any capital improvements or other capital expenditures for the Program or the GRANTEE, other than those identified in **EXHIBIT A**; (ii) influencing legislative or administrative decisions of any governmental body or for the support of any political campaign; or (iii) any activity or decision which constitutes a violation of any law or regulation applicable to the Program or the GRANTEE.

2. TERM: This Agreement shall become effective as of the date of the final party signature below and shall expire when the equipment specified within **EXHIBIT A** is no longer in use by GRANTEE, unless otherwise terminated as provided in this Agreement.

3. EQUIPMENT TO BE PURCHASED OR UPGRADED: See attached **EXHIBIT A**.

4. PAYMENT OF GRANT FUNDS: Grant Fund payments will be made by the DISTRICT to GRANTEE according to the schedule set forth in attached

EXHIBIT B.

5. LIMIT OF COMMITMENT: Unless otherwise approved by the DISTRICT's Board, this Grant shall be a one-time grant by the DISTRICT, and is non-renewable. Nothing in this Agreement shall preclude GRANTEE from making application to the DISTRICT for any future grant funds which may become available from the DISTRICT. GRANTEE will not be entitled to priority or special consideration by the DISTRICT in connection with future grant applications solely because of the fact that Grant Funds were awarded under this Agreement.

6. RETURN OF UNEXPENDED GRANT FUNDS: The parties agree that ownership of Grant Funds which are not expended within one hundred eighty days (180) after disbursement by the DISTRICT to the GRANTEE shall automatically revert back to the DISTRICT at that point and, while they remain in the custody of GRANTEE, they are held solely in trust by GRANTEE for the sole benefit of the DISTRICT. The parties further agree that said Grant Funds must be returned within twenty (20) business days after the expiration of the aforementioned expenditure deadline.

7. REDUCTION/REIMBURSEMENT OF GRANT FUNDS: The parties agree that the DISTRICT may reduce, suspend or terminate to any degree the payment or amount of the Grant Funds provided hereunder if the DISTRICT determines, in its sole and absolute discretion, that GRANTEE did not use, or is not using, the Grant Funds for the purpose(s) awarded under this Agreement nor satisfying the objectives of the Grant as identified in this Agreement. GRANTEE hereby expressly waives any and all claims against the DISTRICT for damages which may arise from the termination, suspension or reduction of the Grant Funds awarded hereunder by the DISTRICT. GRANTEE further agrees to immediately reimburse all Grant Funds received from DISTRICT if the DISTRICT determines that any such Grant Funds were not utilized by GRANTEE for their intended purpose.

8. OTHER FUNDING SOURCES: If requested by the DISTRICT, the GRANTEE must make information available to DISTRICT, within a reasonable period of time set by DISTRICT, pertaining to other funding sources or collaborators for the GRANTEE Program or services which receive any of the Grant Funds.

9. EVALUATION/OUTCOMES REPORTING:

GRANTEE must cooperate in efforts undertaken by DISTRICT to evaluate GRANTEE's effectiveness and use of the Grant Funds, which in some cases may include GRANTEE's participation in and compliance with on-site evaluation and grant monitoring procedures, including interviews of GRANTEE's staff by the

DISTRICT, usually when Grant Funds are awarded for purposes other than to fund acquisition or upgrading of equipment.

GRANTEE must submit to DISTRICT interim reports and a final report, including narrative information and full financial accounting of the expenditure of all of the Grant Funds, according to the report schedule set forth in this Agreement. All GRANTEE reports shall become the property of DISTRICT. Report forms and guidelines provided by the DISTRICT, if any, must be utilized by GRANTEE, otherwise the GRANTEE's report must, at a minimum, contain the following information (if applicable):

- (i) How the Grant Funds were used, with documentation of the expenditure of Grant Funds.
- (ii) Pertinent data regarding:
 - (A) progress in achieving the objectives of the grant; and
 - (B) attainment of the goals set forth in the timetable for the use of the Grant Funds.
- (iii) The status of the Program to which Grant Funds were expended, including:
 - (A) the financial performance of the Program; and
 - (B) the availability of public and private funding or other assistance for the long-term viability of the Program; and
 - (C) the intended use of remaining Grant Funds, if any.
- (iv) A signed certification from the fire chief of the GRANTEE or his/her designee, certifying the accuracy of the report and certifying the GRANTEE's compliance, during the reporting period, with the terms of this Agreement.

Any payments scheduled for release subsequent to the due date of a report shall be held by DISTRICT until the report has been submitted and approved. DISTRICT in its discretion may also require an audit of the program or project which utilized Grant Funds, which may include the review of programmatic as well as financial records. The expense of any such discretionary audit undertaken by DISTRICT will be borne by DISTRICT. Any other audit(s) which may be expressly required under this Agreement, if any, shall be at the expense of the GRANTEE.

10. WRITTEN REPORT SCHEDULE: An interim and final reports must be made by GRANTEE to DISTRICT before the scheduled deadlines below. Failure to submit reports when due may be cause for immediate termination of this Agreement and thereupon any portion of the Grant Funds, which have been received by the GRANTEE and have not been expended prior to the corresponding deadline in accordance with the provisions of this Agreement, shall be returned to the DISTRICT upon the DISTRICT's request. Reports must be approved by the governing body of the GRANTEE and must include relevant activity and information, which has not already been reported to the DISTRICT, occurring since the signing of this Agreement or the last interim report, whichever is later. The deadlines for submitting interim and final reports shall be no later than:

Interim Report(s): Quarterly (Jan. 1; Apr. 1; Jul. 1; and Oct. 1), required until the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article

Final Report: Thirty (30) business days after the earlier of either the expenditure of all Grant Funds or the expiration of the deadline to expend all Grant Funds as specified elsewhere within this Article.

11. ATTRIBUTION: GRANTEE agrees to comply with the DISTRICT's attribution requirements for the Grant Funds, which is attached hereto as **EXHIBIT C**.

12. GRANT ANNOUNCEMENTS AND PUBLICITY: Any written announcement or other publicity related to the Grant, which is prepared by GRANTEE, shall be first submitted to the Chair of the DISTRICT's governing Board for review and approval and, if prepared by the DISTRICT, shall be first submitted to the City Manager of the GRANTEE for review and approval which shall be deemed to have been issued after five business days if no written response has been provided. Any announcements and publicity must not indicate or otherwise imply in any way that the DISTRICT endorses the GRANTEE or its programs unless expressly approved by the governing body of the DISTRICT.

13. OTHER OBLIGATIONS: In authorizing the execution of this Agreement, the governing body of GRANTEE accepts legal responsibility to ensure that the Grant Funds provided by DISTRICT are allocated solely for the purpose for which the Grant was intended as identified in this Agreement. GRANTEE agrees to become knowledgeable of the requirements of this Agreement and to be

responsible for compliance with its terms. The parties agree that in no event shall DISTRICT be legally responsible or liable for GRANTEE's performance or failure to perform under the terms of this Agreement. GRANTEE agrees that DISTRICT may review, audit and/or inspect each GRANTEE Program which receives Grant Funds under this Agreement, for compliance with the terms of this Agreement.

IV. GENERAL TERMS

14. INDEPENDENT CONTRACTOR STATUS:

(a) This Agreement is entered into by both parties with the express understanding that GRANTEE will perform all activities or services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the GRANTEE or any of its agents, employees or officers, as an agent, employee or officer of DISTRICT.

(b) GRANTEE agrees to advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of DISTRICT.

(c) Notwithstanding this independent contractor relationship, DISTRICT shall have the right to monitor and evaluate the performance of GRANTEE to assure compliance with this Agreement.

15. COMPLIANCE WITH LAW: GRANTEE shall undertake all activity required hereunder in accordance with all applicable federal, state and local laws, regulations and directives including, without limitation and as applicable, the Health Insurance Portability and Accountability Act (“**HIPAA**”) and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the “**HIPAA regulations**”). With respect to GRANTEE’s employees, GRANTEE shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance and discrimination in employment.

16. GOVERNING LAW: This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be deemed to be performed in the City of Kingsburg, California.

17. RECORDS AND AUDIT: GRANTEE shall maintain complete and accurate records with respect to the activities, services rendered, if any, and the costs incurred under this Agreement. In addition, GRANTEE shall maintain complete and accurate records with respect to each and all payments to employees, contractors and vendors made with any Grant Funds. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be

clearly identified, and shall be kept readily accessible. Upon request, GRANTEE shall make such records available within the City of Kingsburg, California to DISTRICT's auditor and to the same's agents and representatives, for the purpose of auditing and/or copying such records, for a period of no less than five (5) years from the date of final payment under this Agreement. GRANTEE shall comply with all applicable laws and, if GRANTEE is a local public entity, shall comply with the most recent edition of the Local Government Records Management Guidelines of the California Secretary of State as applicable.

18. CONFLICT OF INTEREST:

(a) GRANTEE agrees to, at all times during the performance of this Agreement, comply with the law of the State of California regarding conflicts of interests and appearance of conflicts of interests, including, but not limited to Government Code §§ 1090 et seq., and the Political Reform Act, Government Code §§ 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including GRANTEE for this purpose, from making any decision on behalf of DISTRICT in which such officer, employee or consultant/GRANTEE has a direct or indirect financial interest. A violation can occur if the public officer, employee or consultant/GRANTEE participates in or influences any DISTRICT decision which has the potential to confer any pecuniary benefit on GRANTEE or any business firm in which GRANTEE has an interest, with certain narrow exceptions.

(b) GRANTEE agrees that if any facts come to its attention which raise any questions as to the applicability of conflict-of-interest laws, it will immediately inform the DISTRICT designated representative and provide all information needed for resolution of this question.

19. INSURANCE: Prior to approval of this Agreement by DISTRICT, GRANTEE shall file with the Secretary of the DISTRICT evidence of the required insurance as set forth in **EXHIBIT D** attached.

20. INDEMNIFICATION: GRANTEE shall hold harmless, defend and indemnify DISTRICT, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, arising in any way from, or in connection with, the performance by GRANTEE or its agents, officers and employees under this Agreement, GRANTEE's use of any equipment funded in whole or in part under this Agreement and/or for GRANTEE's receipt and/or use of Grant Funds from DISTRICT. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

21. TERMINATION:

(a) Without Cause: DISTRICT will have the right to terminate this Agreement without cause by giving ten (10) business days of prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. Such termination shall only operate prospectively. Grant Funds must not be used to pay, reimburse or otherwise satisfy any expense(s) incurred by the GRANTEE after the GRANTEE's receipt of a notice of termination under this Agreement.

(b) With Cause: This Agreement may be terminated by DISTRICT should the GRANTEE:

- (1) be adjudged a bankrupt;
- (2) become insolvent or have a receiver appointed;
- (3) make a general assignment for the benefit of creditors;
- (4) suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement;
- (5) materially breach this Agreement;
- (6) material misrepresentation, either by GRANTEE or anyone acting on GRANTEE's behalf, as to any matter related in any way to DISTRICT's decision to provide Grant Funds to GRANTEE; or
- (7) other misconduct or circumstances which, in the sole discretion of the DISTRICT, either impairs the ability of GRANTEE to competently perform the activities and/or services (if any) funded under this Agreement, or exposes the DISTRICT to an unreasonable risk of liability.

Sanctions undertaken will be the possible rejection of future proposals based upon specific causes of non-performance.

(c) Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where GRANTEE's funding hereunder has been terminated by the DISTRICT, said

termination will not affect any rights of the DISTRICT to recover damages against the GRANTEE.

(d) **Suspension of Performance:** Independent of any right to terminate this Agreement, the DISTRICT may immediately suspend performance by GRANTEE, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by GRANTEE to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

22. SUBJECT TO FUNDING: If funding for this Agreement is derived from any State or federal grant or funds, or property tax revenues, the DISTRICT reserves the right to reduce the level of funding hereunder to match reduced levels of state, federal or property funding to DISTRICT, or at the DISTRICT's option, DISTRICT may terminate this Agreement, should the funding source no longer be available or the amount be reduced.

23. NOTICES:

(a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

<p>DISTRICT:</p> <p>Board Chairman KINGSBURG TRI-COUNTY HEALTH CARE DISTRICT 1425 Marion Street Kingsburg, California 93631 559-897-5841 559-897-8645 fax</p>	<p>With A Copy To:</p> <p>Moses Diaz, Esq., District General Counsel CENTRAL VALLEY LEGAL SERVICES A Professional Corporation 121 East Main Street, Suite 202 Visalia, California 93291 559-900-3500 559-900-3555 fax</p>
<p>GRANTEE:</p> <p>CITY OF KINGSBURG Alex Henderson, City Manager 1401 Draper Street Kingsburg, California 93631 Telephone: (559) 897-5821 Fax: (559) 897-5568</p>	<p>With a Copy To:</p> <p>KAHN, SOARES & CONWAY, LLP Attention: Michael J. Noland, Esq., Grantee Counsel 219 N. Douty Street Hanford, California 93230 Telephone: (559) 584-3337 Fax: (559) 584-3348</p>

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

24. ASSIGNMENT/SUBCONTRACTING: Unless otherwise provided in this Agreement, DISTRICT is relying on the personal skill, expertise, training and experience of GRANTEE and GRANTEE's employees and no part of this Agreement may be assigned or subcontracted by GRANTEE without the prior written consent of DISTRICT.

25. FURTHER ASSURANCES: Each party will execute any additional documents and perform any further acts which may be reasonably required to effect the purposes of this Agreement.

26. CONSTRUCTION: This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code § 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

27. HEADINGS: Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

28. NO THIRD-PARTY BENEFICIARIES INTENDED: Unless specifically set forth, the parties to this Agreement do not intend to provide any other person or entity, other than a party hereto, with any enforceable legal or equitable benefit, right or remedy.

29. WAIVERS: The failure of DISTRICT to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by DISTRICT of either performance or return of grant funds in lieu thereof shall not be considered to be a waiver of any preceding breach of the Agreement by the other GRANTEE.

30. EXHIBITS AND RECITALS: The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

31. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY: This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter,

only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the party whose material benefit(s) is adversely affected. In all other cases the remainder of the Agreement shall continue in full force and effect.

32. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between the parties hereto as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

33. ASSURANCES OF NON-DISCRIMINATION: GRANTEE shall not discriminate in employment or in the provision of its services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

34. ATTORNEYS' FEES: If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

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[SIGNATURES ON NEXT PAGE]

GRANTEE:

APPROVED AS TO FORM:

Michelle Roman, Mayor (date)

City Attorney or Deputy (date)

ATTEST:

Abigail Palsgaard, City Clerk (date)

DISTRICT:

APPROVED AS TO FORM:

DRAFT

Arlie Rogers, Board Chairman (date)

Moses Diaz, General Counsel (date)

ATTEST:

DRAFT

Shereme Watson, (date)
Deputy Board Secretary

EXHIBIT A
EQUIPMENT TO BE GRANT FUNDED

The GRANTEE shall either purchase or otherwise acquire the following equipment to be used, for emergency medical and medical transport services:

	EQUIPMENT (include make, model, etc.)	Acquisition or Upgrade	COST Not to Exceed
1.	Ambulance chasis/box	FY2020-21	\$260,000.00
2.	Radios -Two hard-mounted Med Fire (each \$4,000) -Two hard-mounted Dual Band (each \$6500)	FY2020-21	\$8,000.00 \$13,000.00
3.	Cellular modem	FY2020-21	\$2,000.00
4.	Powerload Gurney	FY2020-21	\$45,000.00
5.	Gurney service plans (three @ \$7,000 each)	FY2020-21	\$21,000.00
6.	Decals/Striping	FY2020-21	\$3,500.00
7.	iPad/tablet Patient Care Reporting	FY2020-21	\$2,000.00
8.	MDT	FY2020-21	\$4,500.00

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EXHIBIT B
SCHEDULE OF PAYMENTS

In accordance with the terms of this Agreement, the DISTRICT shall disburse the following payment(s) to the GRANTEE:

	DATE	PURPOSE	AMOUNT
1	Within 30 days after grant agreement is fully signed.	Lump sum payment for items specified within EXHIBIT A . Alternatively, during the term of this Agreement, GRANTEE may elect to pay for said items and then subsequently request reimbursement, in writing, within 180 days after paying for said items.	Up to \$359,000.00
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EXHIBIT C
GRANT ATTRIBUTION REQUIREMENTS

1. Attribution Wording

Attribution for DISTRICT-funded programs or equipment shall be as follows:
“Made possible by funding from Kingsburg Tri-County Health Care District” or
“Funded by Kingsburg Tri-County Health Care District”.

2. Written References to Particular DISTRICT-Funded Equipment

All written informational materials (excluding ordinary letters, emails, text messages and other similar correspondence), whether in hardcopy or in electronic format, such as brochures, workbooks, posters, videos, curricula, webpages or PowerPoint presentations, which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999 must include the attribution wording.

3. Promotional Materials

District attribution must also be included on promotional items such as posters, flyers, banners and other types of signage which depict or refer to any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999.

4. Media Materials and Activities

Attribution to the District shall be included in any written informational materials distributed to the media for the purpose of publicizing a District-funded program or any particular GRANTEE equipment which was acquired or upgraded with DISTRICT Grant Funds in excess of \$4,999. This information may include news releases and advisories, public service announcements (PSAs), television and radio advertisements and calendar/event listings.

Media and publicity activities, such as news conferences, story pitching, press interviews, editorial board meetings and promotional events shall include reference to the District’s program support. As a courtesy, the District would appreciate notification of these activities at least two (2) weeks in advance, whenever possible. Please send to the District copies of any press coverage of District-funded programs.

5. Logo Usage

Use of the DISTRICT’s logo is permitted and encouraged. Logos can be provided in print and electronic formats. Logos will be provided by DISTRICT upon initial grant funding and at GRANTEE’s request thereafter. Graphic standards for logos shall be adhered to as provided by DISTRICT. Requests for logo should be directed to the administration office of the DISTRICT.

6. Photograph Consent

GRANTEE must permit photography of DISTRICT-funded programs or equipment to be taken by any DISTRICT-designated photographer at DISTRICT's expense, and consents to usage of such photographs on DISTRICT's website and other materials designed to inform and educate the public about the DISTRICT.

EXHIBIT D

This Grant is solely for the acquisition of certain equipment/goods and is not intended to fund any services whatsoever. Accordingly, the GRANTEE shall not have any insurance requirements under this Agreement.