

GRANT AGREEMENT

This Grant Agreement (this "Agreement") is made as of March 1, 2018, by and between College Spark Washington ("College Spark"), a Washington nonprofit corporation, and Lower Columbia College ("Grantee"), a Washington public agency: 91-0823636.

Description of Grant. Upon Grantee's execution of this Agreement, College Spark shall deliver to the Grantee \$2,000 (Two Thousand Dollars) (the "Grant"), by check. The Grant must be used within the one-year period following Grantee's receipt of the Grant (the "Grant Period"). Any Grant funds unused at the end of the Grant Period must be returned to College Spark, unless College Spark directs otherwise in writing.

1. **Use of Funds.** Grantee will use funds to support professional development. Specifically grant funds will be used to bring trainers to campus during the 2018-2019 school year.

2. **Reports.** Grantee will furnish to College Spark a written fiscal and narrative statement regarding the use of the Grant funds on March 31, 2019. Although the funds may be commingled for the purpose of investment, Grantee will maintain appropriate books and records with respect to the Grant reflecting the use of the funds within the approved purpose.

3. **Eligible Status.** Grantee represents that (a) it is a governmental unit described in section 170(c)(1) of the Internal Revenue Code or a tax-exempt, nonprofit corporation described in IRC Section 501(c)(3) and is classified as a public charity under IRC Section 509(a); and (b) Grantee is in good standing with the IRS and all relevant state and local authorities. In the event of a loss of tax-exempt status under Federal law or if Grantee becomes unable to expend the Grant funds for the approved purpose, any unspent Grant funds must be returned to College Spark within thirty (30) days unless Grantee has obtained prior written approval for an alternative use of the funds.

4. **Miscellaneous.** Neither this Agreement nor any rights hereunder are assignable, in whole or in part, by Grantee. The provisions of this Agreement may not modified or waived except in writing and signed by the parties hereto. This Agreement shall be governed by and enforced in accordance with the laws of the State of Washington. In the event of a dispute between the parties, the prevailing party in such dispute shall be entitled to recover its reasonable attorneys' fees and costs incurred in connection with such dispute. This Agreement and any other documents referenced herein set forth the entire agreement of the parties as to the Grant, and supersedes all prior representations, agreements, and understandings between the parties, written or oral, with respect to the Grant.

The parties hereto have caused this Agreement to be executed on their behalf by their duly authorized officers as of the date first above written.

GRANTEE: LOWER COLUMBIA COLLEGE

By



(Signature of Authorized Representative)

Nolan K. Wheeler

(Printed Name)

VP of Admin.

(Title)

COLLEGE SPARK WASHINGTON

By



Christine A. McCabe

Executive Director