

January 19, 2016

James Egar Public Defender Monterey County Public Defender 111 West Alisal Street Salinas, CA 93901

Re: 20162615, Connecting Formerly Incarcerated Individuals to Health Resources: To support outreach, education and other assistance to connect formerly incarcerated individuals to health, social services, legal and other programs to improve health and well-being in Monterey County.

All correspondence should include the grant ID number.

Dear James Egar:

1000 North Alameda Street Los Angeles CA 90012

213.928.8800 FAX 213.928.8801 800.449.4149 On behalf of The California Endowment and Program Manager Will Ing, I am pleased to inform you that The Endowment has awarded Monterey County Public Defender \$25,000.00 for the above-referenced grant.

Grant funds are restricted and must be used according to the terms and conditions outlined below. Your acceptance of Endowment funding is your acceptance of these terms and conditions:

- 1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
- 2. Prohibited Uses. Grantee shall not use any portion of the funds granted in a manner inconsistent with Section 501(c)(3) of the Internal Revenue Code, including:
 - a. carrying on propaganda or otherwise attempting to influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
- 3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.
- 4. Terrorist Activity. The grantee agrees that it will use the grant funds 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.

- 5. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- 6. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, 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 funds, or in carrying out any project or program to be supported 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 Endowment, its officers, directors, employees, or agents.

Please complete the attached Payment Form so that we may credit your organization's bank account directly within two weeks of your accepting this grant award letter.

If you have any questions please contact me at 213-928-8631 or mpincus@calendow.org.

| Thank you for your efforts to improve individual and community health in California. |
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| Regards, |
| Marc J. Pincus |
| Received and accepted by: |