

GRANT AGREEMENT

THIS AGREEMENT (“**Agreement**”) is entered into as of January __, 2022 between the Natividad Medical Foundation (“**Grantor**”) and the County of Monterey, a political subdivision of the State of California (“**Grantee**”), on behalf of its owned and operated Natividad Medical Center (“**NMC**”), an acute care facility, with reference to the following recitals:

A. Grantor has obtained recognition of its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code (the “**Code**”) from the Internal Revenue Service, and is classified as a public charity under Section 509(a)(1) of the Code.

B. Grantee is a governmental entity that provides health care and is described in Code Section 170(b)(1)(A)(iii).

C. Grantor has received a grant of \$1,000,000 from a donor-advised fund at the Silicon Valley Community Foundation, recommended by the donor, Edward M. Dowd (“**Donor**”).

D. Grantor now wishes to make a grant to Grantee, and Grantee wishes to accept the grant, in the amount and on the terms and conditions in this Agreement.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, the parties to this Agreement hereby agree as follows:

1. **Purpose.** The purpose of the grant is to provide funds to Grantee to improve an existing mental health unit at Grantee’s facility (“**Mental Health Unit**”) and to improve three distinct areas of the NMC and Mental Health Unit grounds. (“**Grant Purposes**”).

2. **Grant Amount.** Following the execution and delivery of this Agreement by Grantee to Grantor, Grantor shall pay to Grantee the sum of \$1,000,000 (the “**Grant**”), less certain minimal expenses that Grantee has already incurred for the Grant Purposes. Grantor will also transfer to Grantee any reports, drawings or other pre-development material related to the Grant Purposes.

3. **Expenditure of Grant.** Grantee shall use the Grant solely for the Grant Purposes. Any changes in the Grant Purposes must be reviewed and approved by Grantor in advance, in writing.

4. **Naming Opportunity.** Grantee agrees to honor the Donor and his family as follows (“**Naming Opportunities**”):

a. Grantee will name its Mental Health Unit as follows: “Nora Dowd Mental Health Unit”.

b. Grantee will name the three distinct outdoor areas as follows: “Nora Dowd Community Courtyard”, “Nora Dowd Healing Atrium”, and “Nora Dowd Healing Garden”, or such similar names as agreed to by the Donor and the Grantee.

c. The Naming Opportunities, as to each named building or area, shall continue until the earlier of: (i) the expiration of the useful life of the named building or the facility on which the named area sits; (ii) the Grantee ceases to use the property for its current purposes; (iii) the property requires major renovation or re-building; or (iv) the Grantee ceases to own the property. If the named building or area is destroyed by fire, earthquake, flood, or other casualty, and if the Grantee is able to rebuild or restore the building or area with the proceeds of insurance payments, the name will be placed on the replacement building or area in substantially the same manner as it appeared on the original. If the Mental Health Unit building is demolished because of obsolescence or other circumstances and is not replaced, the Grant will be acknowledged with a plaque in a prominent location in a replacement building or on the facilities of the Grantee.

d. Grantee shall have the right to terminate all of the Naming Opportunities in the event that Donor engages in illegal activity or another impropriety of such magnitude that continued recognition would not be in the best interests of Grantee.

5. **Reports and Recordkeeping.** Grantee shall submit a full and complete report to Grantor as of the end of each of Grantee’s calendar year during within which any portion of the Grant is received or spent. Grantee shall submit this report no later than ninety days following the end of each such year. Each report shall contain a description of the progress that Grantee has made toward the Grant Purposes and a financial accounting of Grantee’s expenditure of Grant funds. The parties shall agree on the precise format.

6. **Miscellaneous.**

a. **No Agency.** Grantee and not the Grantor is solely responsible for all activities supported by grant funds, the content of any product created with 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.

b. **No Waivers.** The failure of the Grantor or Grantee to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.

c. **Captions.** All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.

d. **Entire Agreement.** This Agreement supersedes any prior or contemporaneous oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to its subject matter. This Agreement may not be amended or modified, except in a writing signed by both parties.

e. **Governing Law; Venue.** This Agreement shall be governed by the laws of the State of California applicable to contracts to be performed entirely within the State.

f. **Counterparts.** Except as may be prohibited by applicable law or regulation, this Agreement and any amendment(s) may be executed in counterparts, by facsimile, PDF, or other electronic means, each of which shall constitute an original, but all of which, when taken together, shall constitute only one agreement. Facsimile and electronic signatures will be binding for all purposes.

IN WITNESS WHEREOF, the parties have executed or caused to be executed this Agreement on the dates set forth opposite their signatures below.

NATIVIDAD MEDICAL FOUNDATION

Authorized Signatory

Date

Name

Title

COUNTY OF MONTEREY, ON BEHALF OF
NATIVIDAD MEDICAL CENTER

Authorized Signatory

Date

Name

Title

Reviewed and approved as to form.



Chief Deputy County Counsel
12/18/2021