

GRANT AGREEMENT

On December 1, 2011, the Board of Directors of the John T. Vucurevich Foundation approved a grant award in the amount of \$95,000 to the **City of Rapid City**, Grantee, subject to our receipt of this signed Grant Agreement.

Conditions

1. The grant is to be used solely for **two years of operating support for the Retired Senior Volunteer Program**. You acknowledge that the Foundation has not earmarked the use of the grant funds or any portion thereof for any other organization or individual. Grant payments will generally be paid within 15 days of the execution of this agreement, and in the case of multi-year grants, payments will be paid annually within 30 days of approval of satisfactory interim reports and expenditures going forward. First year payment will be \$55,000; Second year will be \$40,000. The Foundation will notify Grantee if there is a deviation from this payment schedule.
2. **Grantee shall expend grant funds exclusively for the stated purpose described in the grant proposal. Grantee agrees to repay any part of the grant funds that is not used for the stated purpose of the grant within the grant period, unless an extension is approved at your request and in the Foundation's discretion. You further acknowledge that either the grant funds will be expended as specifically itemized line by line in the proposal budget or that any deviation from such line-by-line itemized budget will not exceed 10%. Transfer within lines of the budget in excess of 10% must be approved by the Foundation. Any unexpended funds will be returned to the John T. Vucurevich Foundation unless otherwise authorized in writing.**
3. Both the quality of work done and your progress toward achieving the goals of the grant will be reviewed by the Foundation. Grantee must provide both narrative and financial written reports as the Foundation may request demonstrating conclusions, progress, and/or status of grant objectives, activities, outputs and outcomes including how funds were expended to attain the objectives. You shall notify the Foundation of any organizational changes during the term of this grant, including, but not limited to, changes in key personnel and changes in the project timing or goals.
4. In the case of any violation by you of the terms and conditions of the grant, including but not limited to not using the funds committed for the specific purpose of the grant within one (1) year of receipt of funds, or in the event of any change in or challenge by the Internal Revenue Service of your status as a Public Charity, the Foundation reserves the right in its absolute discretion to terminate the grant.
5. Grantee warrants and represents that you have been determined by the Internal Revenue Service of 1986 to be a tax-exempt organization under Section 501(c)3 of the Code, and "not a private foundation," within the meaning of Code Section 509(a), or in the absence of such a determination, that you are a state or any political subdivision thereof within the meaning of code Section 170(c)(1), or a state college or university within the meaning of Code Section 511(a)(2)(B) (referred to hereafter as a "Public Charity"). You will immediately inform the Foundation of any change in or challenge to your status as a Public Charity. Grantee warrants and represents that receipt of this award will not adversely affect grantee's status as other than a private foundation within the meaning of Sec. 509(a) of the Internal Revenue Code of 1986.
6. You will maintain internal accounting controls to reasonably protect your assets and maintain your books and records in such a manner that the receipts and expenditures of the grant funds will be shown

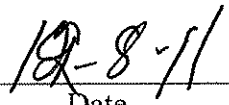
separately on the books and records in an easily checked form. You will keep records of receipts and expenditures of grant funds as well as copies of the reports submitted to the Foundation and supporting documentation for a least four years after the completion of the use of the grant funds, and will make such books, records, and supporting documentation available to the Foundation for inspection at reasonable times from the time of your acceptance of this grant through such period. The Foundation will be notified immediately in the event of fraud or embezzlement in the organization that would jeopardize the use of the funds.

7. The Foundation encourages you to publicize this grant. However, please do not issue press releases or any public announcements without consulting the Foundation prior to these activities. If representatives of your organization are interviewed by any news media about activities supported by this grant, we would appreciate your citing the John T. Vucurevich Foundation. We would also appreciate your including in your final report copies of any coverage this grant receives in newspapers, newsletters, or other publications.
8. The Foundation may include information regarding this grant, including the amount and purpose of the grant, any photographs you may have provided, your logo or trademark, or other information or materials about your organization and its activities, in our periodic public reports, newsletters, and news releases. The use of the name of the Grantee in our publications is for example only and does not convey or imply that the Foundation will make future awards to the Grantee.
9. Consistent with Executive Order 13224 and the Patriot Act, no portion of the grant will be used to support terrorism, or will be diverted to other individuals or organizations which have assisted, sponsored, or provided financial, material, or technological support for terrorists or persons associated with terrorists.
- 10. The Foundation desires that all resources of Grantee be dedicated to accomplishing its charitable purposes. Accordingly, Grantee agrees not to recognize the foundation, its Board members or staff, or this grant with certificates, plaques, or similar mementos.**

Please signify your agreement to the foregoing terms and conditions by having a duly authorized officer sign and return a copy of this agreement.

JOHN T. VUCUREVICH FOUNDATION


Sandra L. Diegel, Executive Director


Date

ACCEPTED:

RAPID CITY ^ CITY OF

Grantee (Signature)

By: _____
(Printed Name)

Its: _____
(Title)