

## FISCAL SPONSORSHIP AGREEMENT

This Fiscal Sponsorship Agreement (“Agreement”) is between Growing Healthy Kids (hereafter “Growing Healthy Kids” or “GHK” or “Sponsored Organization”) and Life Lab Science Program (hereafter “Life Lab” or “Fiscal Sponsor”), who agree as follows:

**Preface:** In his article *How Fiscal Sponsorships Nurture Nonprofits*, Jonathan Spack writes that "good fiscal sponsorships provide a win-win for everyone." The following Fiscal Sponsorship agreement between Growing Healthy Kids and Life Lab Science Program crafts a win-win relationship, built on a solid foundation of six years of collaboration between Growing Healthy Kids and Life Lab and the well-developed mutual respect which has resulted. The specific elements of this agreement have been drawn from best practices recommended by the National Network of Fiscal Sponsors.

This agreement details the terms and expectations of Life Lab's fiscal sponsorship relationship with Growing Healthy Kids, including the financial terms, fiscal sponsorship fees, and services provided by Life Lab to Growing Healthy Kids. In addition to the provisions in this agreement for good fiscal sponsorship on the part of Life Lab, Growing Healthy Kids commits to being an excellent fiscally Sponsored Project maintaining open communication, continuing to perform all work with the highest integrity and developing organizational management systems that make it easy for Life Lab to administer its sponsorship of Growing Healthy Kids.

**About Life Lab & Growing Healthy Kids:** Life Lab is a nonprofit public benefit corporation organized under the laws of the State of California. Life Lab is qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, which is referred to in this agreement as the “Code.”

As a nonprofit public benefit corporation, Life Lab is organized for certain purposes only and Life Lab's sponsorship of Growing Healthy Kids and Growing Healthy Kids's project(s) must fit within the charitable purposes of Life Lab's mission, Life Lab's current mission is *to cultivate children's love of learning, healthy food, and nature through garden-based education*.

Growing Healthy Kids is a garden education program partnering with Mt. Diablo Unified School District (the “District” or “MDUSD”) that provides and desires to continue to provide, *inter alia*, the following charitable activities (the “Project”):

- Garden-based science and nutrition lessons and field trips to over 5,500 MDUSD students a year. Growing Healthy Kids engages in multiple community outreach programs including youth farm stands and community plant giveaways and exchanges to strengthen healthy eating habits and nature connections between school and home.

- Daytime garden education lessons and local field trips to elementary and middle school students throughout Contra Costa County. MDUSD staff receive professional development meant to bring awareness and interdepartmental collaboration and respect through the Growing Healthy Kids workshop series.
- School greening projects, including tree planting and outdoor learning infrastructure development. The Bay Point community is actively addressing food insecurity through development of food forests on MDUSD school campuses in the area.

Since 2015, Growing Healthy Kids has been incubated as a program of MDUSD and has flourished with years of organizational partnership and support from Life Lab, including through the Real Food in Schools Collaborative launched in 2018.

**Fiscal Sponsorship:** Life Lab has determined that Growing Healthy Kids' objectives are consistent with Life Lab's charitable purposes and educational goals. Life Lab agrees to act as fiscal sponsor for Growing Healthy Kids, and Growing Healthy Kids agrees to be a fiscally sponsored project of Life Lab.

Growing Healthy Kids agrees to notify Life Lab if any of the following occurs:

- The scope or mission of Growing Healthy Kids changes substantially or new programming initiatives are planned.
- Growing Healthy Kids holds an event that requires a permit and/or insurance, in which case Growing Healthy Kids agrees to provide written notice to Life Lab at least 60 business days prior to the event and describe the permit and insurance requirements of the event.
- Growing Healthy Kids decides to enter into a contractual agreement with another party such as a governmental agency, a grantor or a contractor. If Growing Healthy Kids hires any subcontractor to perform services in furtherance of Growing Healthy Kids's sponsored project and anticipates that the subcontractor will be paid a total of \$600 or more, Growing Healthy Kids must notify Life Lab in writing and request Life Lab's comments at least 15 business days prior to executing a contractor agreement.

*Life Lab and Growing Healthy Kids agree to employ the following best practices to support a healthy, mutually-beneficial fiscal sponsorship relationship.*

**Term:** This Agreement shall commence on February 23, 2022, and remain in effect through June 30, 2022. Either Life Lab or Growing Healthy Kids may terminate this Agreement prior to June 30, 2022 by giving thirty (30) days written notice of termination to the other party as further set forth below. Growing Healthy Kids and Life Lab may mutually agree to extend the term of this agreement, or otherwise modify the obligations of the parties, by executing an amendment in accordance with the amendment process outlined below.

**Fiscal Operations:** Life Lab manages all funds, assets and other resources under its control with a high degree of responsibility, integrity, transparency and accountability. Life Lab and

Growing Healthy Kids agree that this approach to fiscal management will continue to generally apply to both Life Lab and Growing Healthy Kids going forward with this fiscal sponsorship and that the below fiscal operations will continue to be implemented.

A. Financial Solvency and Resilience. Life Lab agrees to strive to maintain sufficient financial resources to assure continuous, uninterrupted services to Growing Healthy Kids as described in this Agreement.

B. Annual Budget. Life Lab agrees to prepare an annual operating budget that is reviewed and approved by its Board of Directors. Growing Healthy Kids agrees to prepare its own annual program operating budget for review and approval by the Life Lab Board of Directors.

C. Regular Financial Audit. Life Lab agrees to retain the services of an independent certified public accountancy firm to conduct and present to its Board of Directors a regular financial audit consistent with Generally Accepted Accounting Principles (GAAP) and available to the public. Life Lab intends to conduct an annual financial audit and will consult Growing Healthy Kids if Life Lab considers delaying or omitting an annual audit, so that the impacts of such delay or omission can be discussed with Growing Healthy Kids before a decision on such delay or omission is made by Life Lab.

D. Assumption, Management and Mitigation of Risk and Liability. Subject to the indemnification provisions of this agreement, Life Lab agrees to assume financial and legal responsibility for Growing Healthy Kids, setting in place and maintaining adequate systems to assess risk and mitigate exposure to liability through insurance and other risk management methods.

E. Uses of Project Funds and Assets. Life Lab, with the exception of the agreed-upon fiscal sponsorship fees outlined in *Exhibit A*, agrees not to expend funds dedicated for Growing Healthy Kids project purposes for any other purpose, unless ordered by a court of law or government agency.

F. Responsibility for Specific Costs. Life Lab agrees to disclose to Growing Healthy Kids any charges, such as legal fees or insurance premiums, for which Growing Healthy Kids is liable, to the extent that such charges are clearly separable or allocable to Growing Healthy Kids.

G. Systems for Handling Funds. Life Lab agrees to establish and maintain sound systems, policies, procedures and internal controls that are based on generally accepted nonprofit financial and accounting principles and regulations, including Growing Healthy Kids project expense approvals and written Growing Healthy Kids project agreements.

H. Project Fund Accounting. Life Lab agrees to establish and maintain the means to separately account for and report on Growing Healthy Kids's funds, providing regular and timely fund documentation to Growing Healthy Kids project leaders for management, stewardship and reporting purposes. Life Lab agrees to maintain the capability of reporting Growing Healthy Kids

project financial activity at multiple levels of specificity, including down to the level of individual grants. Life Lab will provide a monthly income and expense report for Growing Healthy Kids to the staff leader(s) of Growing Healthy Kids.

I. Growing Healthy Kids Project Fund Monitoring. Life Lab agrees to monitor all Growing Healthy Kids projects for appropriateness of expenditures and for fiscal solvency and routinely review Growing Healthy Kids project fund balances down to the level of individual grants. Growing Healthy Kids and Life Lab will both review Growing Healthy Kids fund balances on a quarterly basis. Growing Healthy Kids, through its authorized representatives, may inspect any Growing Healthy Kids records at any reasonable time with the consent of Life Lab, which consent will not be unreasonably withheld.

J. Investment and Management of Financial Assets. Life Lab will establish policies and maintain a system for responsible, prudent investment and management of financial assets.

K. Intellectual Property. Any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with Growing Healthy Kids shall be the property of Life Lab as Sponsor as long as Growing Healthy Kids is sponsored, and will be held for the sole use of Growing Healthy Kids. When/if Growing Healthy Kids becomes independent of the Sponsor, all tangible and intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with Growing Healthy Kids will become the property of Growing Healthy Kids.

Any tangible or intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with Life Lab programs and/or fiscally sponsored projects other than Growing Healthy Kids shall be the property of Life Lab, and will be held for the sole use of Life Lab. When/if Growing Healthy Kids becomes independent of Life Lab, all tangible and intangible property, including intellectual property, such as copyrights, obtained from third parties or created in connection with Life Lab programs and/or fiscally sponsored projects other than Growing Healthy Kids will remain the property of Life Lab.

L. Insurance. Fiscal Sponsor will maintain a policy of comprehensive general liability insurance of at least \$1 million in coverage, and such other bonding and liability insurance, including but not limited to unemployment and workers' compensation insurance, required by law or usual and customary with respect to the conduct of its activities, in amounts which it has determined to be reasonably adequate. All such insurance shall cover the Project activities, if such coverage is available.

***Administrative Operations:*** Life Lab manages all administrative duties and responsibilities professionally and with a high degree of integrity and accountability. Life Lab and Growing Healthy Kids agree that this approach to administrative operations will continue to generally apply to both Life Lab and Growing Healthy Kids going forward with this fiscal sponsorship and

that the below administrative operations will continue to be implemented.

A. Operational Policies and Procedures. Life Lab agrees to maintain clear written operational policies and procedures, orienting Growing Healthy Kids project leaders about their intent and practical implementation.

B. Sufficiency of Staffing. Within the limits of its revenues and budget, Life Lab agrees to hire, train and develop operational staff, management and leadership necessary to reasonably endeavor to operate according to this agreement.

C. Sufficiency of Systems. Life Lab agrees to build, maintain and improve Life Lab's financial management, accounting, administrative, reporting, human resources, training, risk management and technical assistance systems in ways necessary to reasonably endeavor to operate according to this agreement.

D. Sufficiency of Employment Protections. Within the limits of its revenues and budget, Life Lab agrees to extend to its core administrative staff, and strongly encourages likewise in the operation of Life Lab's sponsored projects, reasonable compensation and benefits, safe and respectful working conditions, and strong implementation of non-discrimination policies and practices.

E. Compliance with Terms of Grants and Contracts. Life Lab agrees to take reasonable steps as to its own projects and as to Growing Healthy Kids projects to foster and confirm compliance with financial, programmatic, and administrative requirements of grants and government contracts.

F. Legal Signatory. Life Lab agrees to review, and if Life Lab approves, sign all contracts, leases, and other legally binding Growing Healthy Kids project commitments.

G. Document Retention. Life Lab agrees to retain and protect financial and personnel records, required minutes of Board meetings, and all other documents in accordance with all applicable laws. Life Lab agrees to retain documents related and applicable to Growing Healthy Kids for at least the relevant periods outlined in Life Lab's Document Retention Policy for as long as Growing Healthy Kids is a fiscally sponsored project.

H. Non-Discrimination Policy. Life Lab has and will strongly implement a written non-discrimination policy as to itself and Growing Healthy Kids.

I. Specified Covered Services. Within the limits of its revenues and budget, Life Lab will provide the "Covered Services" listed in *Exhibit A* to this agreement in furtherance of the Growing Healthy Kids sponsored project. If Growing Healthy Kids requires additional services from Life Lab, beyond the Covered Services, then Life Lab is entitled to charge Growing Healthy Kids for those services in a manner and at a rate agreed upon by both parties and consistent with *Exhibit A*.

**Board Accountability and Governance:** Life Lab's Board of Directors governs ethically, avoiding conflicts of interest in conducting the affairs of the organization and in carrying out its legal, fiduciary and policy-making responsibilities. This active and engaged Board of Directors serves as the ultimate governing body of all fiscally sponsored projects. Life Lab and Growing Healthy Kids agree that this Board accountability and governance approach will continue to generally apply to both Life Lab and Growing Healthy Kids going forward with this fiscal sponsorship and that the below accountability and governance operations will continue to be implemented.

A, Code of Ethics/Conduct. Life Lab's Board of Directors shall promulgate standards of ethical conduct for itself and for the entire nonprofit public benefit corporation (including Growing Healthy Kids), requiring that all managers incorporate them into all organizational practices and, directly or by reference, into all written personnel policies, operational manuals, employment agreements and employee handbooks.

B. Board Hiring and Compensation-Setting Responsibility. The Life Lab Board is responsible for and retains sole authority over the hiring, evaluation and termination of the Life Lab Co-Executive Directors and the Growing Healthy Kids Director, as well as setting the salaries and benefits for each of those positions. If the Board chooses, it can elect to delegate this authority/responsibility to a Growing Healthy Kids Governance Committee of the Board, working in consultation with a Growing Healthy Kids Advisory Council.

C. Community Accountability. Life Lab's Board of Directors agrees to provide Growing Healthy Kids project oversight mechanisms to protect the public interests served by the Growing Healthy Kids sponsored project.

D. Project Advisors and Governance. Life Lab's Board of Directors may assign one of its members as a liaison to, or form a Growing Healthy Kids Governance Committee to, facilitate oversight and governance of Growing Healthy Kids on behalf of the Board. This liaison, or committee if formed, will meet with the Advisory Council of Growing Healthy Kids and will provide a system for periodic communication with members of the Advisory Council.

E. Conflict of Interest Policy. Life Lab's Board of Directors has established a written conflict of interest policy and will regularly review and monitor it to foster avoidance of conflicts of interest.

F. Whistleblower Protection. Life Lab's Board of Directors shall promulgate a policy that both encourages disclosure and protects from retaliation any volunteer, employee or Board member who reports fraudulent activity, violations of any state or federal statute, noncompliance with a state or federal rule or regulation, or the presence of situations that pose a threat to employee health or safety due to unsafe working conditions or work practices. The policy includes provisions and procedures for Life Lab's Board or for appropriate management staff to confidentially investigate and resolve such claims in a timely way.

***Fiscal Sponsor Service Commitment to Project:***

A. Joint Responsibility. Life Lab agrees to strive for a balance between delegating full program responsibility to Growing Healthy Kids project leaders and Life Lab's needs in order to meet its obligations under this agreement and its fiduciary and other obligations as the legal and ethically accountable organization through which Growing Healthy Kids is fiscally sponsored and operates.

B. Financial Oversight. Life Lab commits to timely reporting on project finances to Growing Healthy Kids leaders including: monthly income and expense reports and grant-related budget reports.

C. Relating to Project Funders. While ultimate legal responsibility for reports to funders falls to Life Lab as the fiscal sponsor, Growing Healthy Kids will ensure that all financial and program reports for funders are completed in an accurate and timely manner in order for Life Lab to meet its legal responsibility. Growing Healthy Kids shall be principally responsible for tracking, compiling and submitting all reports. Copies of each report will always be shared and filed in a manner acceptable to both Life Lab and Growing Healthy Kids so that both Growing Healthy Kids and Life Lab have access to each report.

D. Sponsor-Donor Communication. As to Growing Healthy Kids project(s), unless otherwise required by law or contract, Life Lab agrees to communicate with institutional grant-maker(s), or funding agency(ies) only as requested and in ways that supplement Growing Healthy Kids project leader communications. Growing Healthy Kids donor communications are the sole responsibility of Growing Healthy Kids.

E. Continuous Reciprocal Communication. Life Lab and Growing Healthy Kids agree to establish and maintain processes for ensuring effective communication between Life Lab administrative staff and Growing Healthy Kids leaders.

F. Periodic Service Quality Assessment. Life Lab agrees to facilitate a process for gathering candid assessments of the quality of Life Lab's fiscal sponsorship services from Growing Healthy Kids leaders and other key stakeholders, using the results to improve service. Growing Healthy Kids and Life Lab will meet annually to review the fiscal sponsorship relationship and discuss potential relationship changes for the coming year.

G. Fiscal Sponsorship Assessment. Life Lab will also facilitate an annual process for assessing the impact of fiscal sponsorship on Life Lab, including a review of Life Lab staff time spent managing fiscal sponsorship relationships and a comparison of actual costs to fees charged Growing Healthy Kids.

H. Disposition of Project Assets. Life Lab, when terminating or separating projects, will consult with the original donors where appropriate or required; transfer remaining project assets to a

successor charity; and/or otherwise reach a responsible decision about disposition of remaining project assets that best concurs with the original purposes for which they were acquired. If Life Lab should cease operations, all of Growing Healthy Kids's assets will be transferred either to another fiscal sponsor, or if Growing Healthy Kids has 501(c)(3) standing under the Code, to Growing Healthy Kids directly.

I. Specific fiscal sponsorship services to be provided by Life Lab to Growing Healthy Kids, as well as the fees associated with providing them, are set forth in *Exhibit A*.

***Commitments of Sponsored Organization:***

As a fiscally sponsored project, Growing Healthy Kids and its project leaders commit to adhere to clearly stated standards of ethical conduct, organizational policies and operational procedures.

A. Ethical Conduct. Growing Healthy Kids and its leaders commit to Life Lab that all Growing Healthy Kids project personnel will act with high standards of ethical conduct in accordance with Life Lab's current ethical standards and Life Lab's current Code of Conduct.

B. Avoiding Conflicts of Interest. Life Lab requires that Growing Healthy Kids project leaders understand and abide by Life Lab's Conflict of Interest policy.

C. Commitment to Organizational Policies and Operational Procedures. Life Lab will continue to provide its organizational and operational policies and procedures in writing and orient Growing Healthy Kids project leaders about them through training(s) and other means. Growing Healthy Kids and its leaders commit to compliance with these policies and procedures and to be responsible for orienting Growing Healthy Kids staff and volunteers to these policies and procedures.

D. Active Project Fundraising. Growing Healthy Kids commits to conduct the primary work of resource development fundraising for Growing Healthy Kids.

E. Project Reports. Growing Healthy Kids commits to take responsibility for reporting orally and in writing to Life Lab as fiscal sponsor, and to grantors, contractors, funders and Growing Healthy Kids project donors, and for maintaining relationships with Growing Healthy Kids donors.

F. Public Policy Engagement. Growing Healthy Kids project leaders commit to understand and comply with all required legal and ethical guidelines related to lobbying and public policy advocacy activities.

G. Disclosure and Communication of Project Status. Growing Healthy Kids will clearly disclose and state in writing their affiliation with Life Lab in all grant proposals, solicitations and published or online materials. Growing Healthy Kids agrees to make reasonable efforts to



include Life Lab's logo and/or name on distributed collateral materials including, but not limited to, flyers, postcards, posters, banners, in media advertising (print, TV, radio, etc.), websites, e-newsletters, and press releases. See *Exhibit G*, Communications Agreements, for the agreed-upon process and language for communicating Life Lab's sponsorship of Growing Healthy Kids.

H. Injurious Activities. Growing Healthy Kids commits that no Growing Healthy Kids project or representatives will knowingly engage in an activity that jeopardizes the sponsor's corporate, nonprofit or tax-exempt status or otherwise create injurious liability for Life Lab or Growing Healthy Kids.

I. Dispute Resolution. Life Lab, while retaining full legal and fiscal control of Growing Healthy Kids projects, commits to work to fairly resolve disputes that may arise between Life Lab and Growing Healthy Kids project leaders, who commit to reciprocate.

***Administrative Fee:***

Growing Healthy Kids desires to have Life Lab act as its fiscal sponsor for the purpose of soliciting and receiving gifts, grants, contributions and other revenues and distributing such funds to the Sponsored Organization, subject to Fiscal Sponsor's oversight, to be used exclusively in support of the sponsored Project (hereafter "Project Funds").

Fiscal Sponsor will send all required acknowledgments to donors of tax-deductible contributions, and will submit all required grant reports. Fiscal Sponsor will include all funds received for the Project on its income tax returns. Sponsored Organization will assist Fiscal Sponsor by providing the information and reports that it requests.

Growing Healthy Kids agrees to pay and Life Lab will be entitled to collect (including by withholding Growing Healthy Kids funds) an administrative fee of five (5) percent of Growing Healthy Kids' Project Funds to offset Life Lab administrative costs and risks incurred in connection with this agreement and in consideration of the services Life Lab provides under this agreement.

The administrative fee is assessed on all revenue received within the current fiscal year, except that funding or a donation received in one year to cover multiple years of a Growing Healthy Kids project (to be specified in writing), will be assessed in the year it is utilized. The fiscal sponsorship fee will be collected at the end of each month based on Growing Healthy Kids revenue for that month. Revenue that is deferred will have the fee assessed when it is recorded as income.

The administrative fee is provided in consideration of the services described as Life Lab's "Covered Services" in *Exhibit A* attached to this agreement. If Growing Healthy Kids requests Life Lab to provide additional services beyond those contemplated in this Agreement, as a

condition precedent to providing those services Life Lab will assess an additional charge as mutually agreed between Life Lab and Growing Healthy Kids pursuant to an Addendum to the Agreement.

***Indemnification:***

Growing Healthy Kids and its undersigned signatories agree to defend, indemnify and hold harmless Life Lab, Life Lab's directors, trustees, officers, agents, employees, volunteers, successors and assigns, from and against any and all loss, damage, injury and liability (including reasonable attorney's fees) arising directly or indirectly from (i) either Growing Healthy Kids or Life Lab's performance of this agreement or (ii) Life Lab following any instructions or directions from Growing Healthy Kids or its Authorized Representatives, except to the extent that Life Lab's following such instruction is expressly forbidden by the terms of this agreement. This indemnity shall apply whether or not an indemnitee was or is claimed to be passively, concurrently or actively negligent, and regardless of whether liability without fault is imposed or sought to be imposed on one or more of the indemnitees; provided, however, that this indemnity shall not apply to the extent that such loss, damage, injury, liability, or claim is the result of the gross negligence or willful misconduct of an indemnitee. Growing Healthy Kids and Life Lab agree that the foregoing indemnities shall survive Life Lab's resignation or removal as fiscal sponsor or the termination of this agreement.

***Amending and Interpreting this Agreement:***

Any modification to this Agreement must be in writing and signed by the following people:

@ on Growing Healthy Kids's behalf, by the Program Director, and Advisory Council Member

@ on Life Lab's behalf, by the President of the Life Lab Board and the Co-Executive Directors

Neither Growing Healthy Kids nor Life Lab may assign this agreement without the other party's consent and Life Lab reserves sole discretion to withhold consent. This agreement does not constitute and shall not be construed as constituting a partnership or joint venture between Life Lab and Growing Healthy Kids. Neither Growing Healthy Kids nor Life Lab shall have the right to obligate the other in any manner whatsoever, and nothing in this agreement gives or is intended to give any right of any kind to any third person or third party.

This agreement shall be construed in accordance with the laws of the State of California.

***Length of Agreement & Termination Process:***

Except as otherwise provided in this agreement, the term of this agreement starts on the effective term date listed above and terminates on the termination date listed above. Growing Healthy Kids and Life Lab may mutually agree to extend the term of this agreement by executing an amendment in accordance with the amendment process above.

This Agreement may be terminated by either party for cause stated in writing and delivered to the other party in the event of material non-performance and/or breach of contract by such other party subject, however, to the proviso that other party shall be given notice of such failure to perform/breach and a reasonable opportunity to remedy the stated cause if such breach or nonperformance is capable of being remedied. A reasonable cure period is hereby defined as thirty (30) days from delivery of the statement of cause to the other party, unless the other party demonstrates that a longer cure period is reasonable. In the event that the other party has not demonstrated that it can remedy the failure within a reasonable time period, the agreement shall be terminated for cause thirty (30) days after delivery of the statement of cause to the other party.

Either party may terminate this Agreement without cause by giving ninety (90) days' written notice to the other party. Transfer of Growing Healthy Kids funds will occur using the process outlined below. Growing Healthy Kids will pay all fiscal sponsorship fees and other agreed upon direct costs related to Growing Healthy Kids activities up to the date of termination.

During the term of this agreement, if Growing Healthy Kids becomes, or organizes an affiliated entity that is, tax exempt under section 501(c)(3) of the Code (which we refer to in this paragraph as the "exempt organization"), then, at the discretion and written request of the exempt organization, Life Lab will transfer the funds held on behalf of Growing Healthy Kids to the exempt organization if the exempt organization agrees that it will administer and disburse those funds (1) to implement Growing Healthy Kids or (2) in furtherance of an exempt purpose that is within the scope of, and consistent with, Growing Healthy Kids's charitable purposes.

Any request for transfer of funds to the exempt organization shall be countersigned by one or more Authorized Representatives of Growing Healthy Kids, and shall be accompanied by proof satisfactory to Life Lab that the exempt organization is qualified as tax exempt under section 501(c)(3) of the Code. Upon transfer of the funds, this agreement shall be deemed automatically terminated and of no further force or effect.

**Notices:** All notices or reports under this Agreement shall be addressed as follows:

If to Fiscal Sponsor (Life Lab):

Life Lab  
Re: Growing Healthy Kids FS  
1156 High St - Farm / Life Lab  
Santa Cruz, CA 95064-1077

or to Don Burgett at [don@lifelab.org](mailto:don@lifelab.org)

If to Sponsored Organization (Growing Healthy Kids):

Growing Healthy Kids

Re: Life Lab FS  
1329 El Camino Dr  
Clayton, CA 94517

or to Laney Cline King at laneycline@gmail.com

Such addresses may be changed by mailed or emailed written notice given by such party to the other or by other form of notice agreed to by the parties.

***Miscellaneous Provisions:***

- a. Dispute Resolution. In the event of a dispute under this Agreement, Life Lab and Growing Healthy Kids shall make a good faith effort to resolve such dispute cooperatively before seeking to resolve any dispute by arbitration or otherwise proceeding with any remedy available at law or in equity.
- b. Choice of Forum. The parties agree that the counties of Santa Cruz and Contra Costa are the mandatory, exclusive venues for actions relating to this Agreement.
- c. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof; it supersedes any prior agreement and understandings between the parties as to such matters, oral or written, all of which are hereby canceled.
- d. Severability. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision.
- e. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

***Signatures of Authorized Representatives***

By signing this agreement, each set of signatories represents and warrants that he or she is authorized to sign this letter agreement by and on behalf of the named organization or project.

**For Growing Healthy Kids**

By:

Name: **Laney Cline King**

Title: Program Director and Authorized Representative of Growing Healthy Kids

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By:

Name: **Tamara Helfer**

Title: Advisory Council Member and Authorized Representative of Growing Healthy Kids

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**For Life Lab Science Program**

By:

Name: **Don Burgett**

Title: Co-Executive Director

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By:

Name: **Judit Camacho**

Title: Co-Executive Director

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By:

Name: **Katy Stonebloom**

Title: Life Lab Board President

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## **Exhibit A - Fiscal Sponsorship Program Services & Administrative Fee**

Growing Healthy Kids agrees to pay and Life Lab will be entitled to collect (including by withholding Growing Healthy Kids funds) an administrative fee of five (5) percent of Growing Healthy Kids' Project Funds as defined in the Agreement to offset Life Lab's costs in connection with this Agreement and in consideration of the services Life Lab provides under this Agreement.

In the future, the parties contemplate entering into an Addendum to this Agreement which will extend this Agreement beyond June 30, 2022 and may significantly expand the nature of the services provided by Life Lab. Such an Addendum will be negotiated and ratified separately.

## **Exhibit B - Form of Granting or Rescission of Authority**

*INSTRUCTIONS: You may add to or cancel the designations of Authorized Representatives or persons authorized to solicit funds at any time by delivering to us, by mail or by PDF attached to an email, a letter in substantially the form set forth below.*

*If a new person is being designated as an Authorized Representative or as a person authorized to solicit funds, you must give us all of the information that is required by the list in Exhibit B, including a sample signature.*

*An Authorized Representative must sign this letter and type or clearly write his or her name beneath the authorizing signature. The Authorized Person being added or canceled cannot be the person who authorizes the change.*

*Format of Required Letter:*

Date:

To: Life Lab  
Re: Growing Healthy Kids FS  
1156 High St - Farm / Life Lab  
Santa Cruz, CA 95064

For all purposes contemplated by the Agreement dated \_\_\_\_\_ by and between Growing Healthy Kids, as sponsored project, and Life Lab Science Program, as fiscal sponsor, **Growing Healthy Kids hereby [designates / rescinds the authority of] the following persons as [Authorized Representative / authorized soliciting persons):**

Name:

Title:

Email:

Phone:

Mailing Address:

Signature:

**Attested to for Growing Healthy Kids by:**

Name:

Title:

Email:

Phone:

Mailing Address:

Signature: