



Grant Award Agreement

Grant Recipient: City of San Pablo, Youth, School & Community Partnerships
Grant Award: \$4,000.00
Grant Period: June 1, 2018 to August 31, 2018
Progress Reports: End of Project Report

I. Complete Agreement: This grant agreement between the Richmond Community Foundation and City of San Pablo, Youth, School & Community Partnerships, consisting of this page and all additional pages, Exhibits, Attachments, and Schedules attached hereto and incorporated herein, including the Summer Literacy application submitted by the grantee, contains the entire agreement between the parties hereto with respect to the transaction contemplated herein and shall supersede all previous oral and written and all contemporaneous oral negotiations, writings, commitments and understandings.

II. Notice: Correspondence between the parties shall be addressed to the corporation officers. Grant recipient shall notify the Richmond Community Foundation concerning changes to contacts, address, etc.

Richmond Community Foundation
1014 Florida Avenue
Richmond, CA 94804

City of San Pablo
13831 San Pablo Avenue, Building 6
San Pablo, CA 94806

III. Purpose of the Grant: The primary purpose of this grant is to support Camp Pride. To that end, Richmond Community Foundation agrees to provide funds to the organization subject to the terms and conditions of this agreement.

IV. Grant Conditions: Under the terms of this agreement, Richmond Community Foundation agrees to provide funds up to the total listed above for the project based upon the following conditions:

- **Restrictions on Use of Funds:** Funds shall be used solely for the project. No funds provided for this grant may be used to support litigation expenses or lobbying activities – defined as attempting to persuade members of any legislative or administrative branch (local, state, tribal, or federal) to enact, defeat, repeal, or amend legislation or regulations of any kind.
- **Unused Funds and Reversion:** This grant is intended to support the project for the specified grant period. Any portion of the total grant not expended at the end of the grant period shall be returned to the Richmond Community Foundation within sixty (60) days of the end of the grant period.
- **Assignment of Rights and Benefits:** Except as otherwise specifically provided for in Section XI of this agreement, the grant recipient has not and shall not assign or convey any rights, benefits, obligations, or liabilities which would interfere with the obligations contained in this Agreement.



V. Payment of Grant Funds: Funds will be disbursed by the Richmond Community Foundation to the grant recipient when the Richmond Community Foundation is in receipt of an executed Copy of this Agreement.

VI. Sub-Grantees: The grant recipient shall not make sub-grants to other persons or entities without prior written consent of the Richmond Community Foundation which consent shall be in the Foundation's sole discretion and the Foundation may impose additional conditions to its consent as it deems appropriate. Any such sub-grant if approved shall not however relieve the grant recipient from responsibility or liability for compliance with all of the terms and conditions of this Agreement.

VII. Reporting Requirements: The grant recipient shall keep the Richmond Community Foundation informed of project progress through the submission of a final project report within 30 days of the end of the grant period. The grant recipient shall keep the Richmond Community Foundation informed of any potential challenges to successfully implementing the project. **Failure to provide required reporting may affect future funding.**

VIII. Publicity and Acknowledgement of Support: The grant recipient shall give appropriate credit to the Richmond Community Foundation for its financial support in any and all press releases, publications, annual reports, video credits, dedications and other public communications regarding the services performed pursuant to this agreement, including but not limited to any tangible final products produced pursuant to this agreement. Copies of such materials shall be provided to the Richmond Community Foundation for review. The grant recipient hereby grants the Richmond Community Foundation the right and authority to publicize the Foundation's financial support for this project in press releases, publications, and other public communications of any type including, without limitation, digital and web publications, and to use the grant recipient's name, likeness, logo or other official representation of the grant recipient in such communications.

- **Web Site Links:** The grant recipient grants revocable permission to the Richmond Community Foundation to place links to the grant recipient's web site on the Foundation's web site. The Richmond Community Foundation grants revocable permission to the grant recipient to place links to the Foundation's web site on the grant recipient's web site.

IX. Termination: Notwithstanding anything to the contrary contained in this agreement, should the grant recipient or any sub-grantee materially fail to comply with any of the conditions of this agreement, the Richmond Community Foundation may, at its reasonable discretion, immediately terminate the grant. In the event of termination, the Richmond Community Foundation may cancel all unpaid installments of the total grant. The Richmond Community Foundation also reserves the right to recall any or all funds should the Foundation determine that they have been expended in material violation of the terms of this agreement. The Richmond Community Foundation will provide the grant recipient with written notice of such termination, the reason's therefore, and the amount of funds to be returned. The grant recipient shall return the Foundation for such funds within thirty (30) days of receipt of such notice. This grant may also be terminated by mutual agreement.



X. Additional Support: In making this grant, the Richmond Community Foundation assumes no obligation to provide further funding or support to the grant recipient beyond the terms stated herein. Contributions made to the grant recipient under this agreement do not by direct reference or implication convey the Foundation's endorsement of the grant recipient's activities.

XI. Arbitration and Choice of Law: All claims, disputes, and other matters in question arising out of or relating to this agreement, its interpretation or breach shall be decided exclusively through arbitration by a person or persons mutually acceptable to both the Richmond Community Foundation and the grant recipient. Notice of the demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final.

XII. Waiver: Failure by the Richmond Community Foundation to enforce, or delay by the Foundation in enforcing, any terms and conditions of this agreement shall not be deemed a waiver, continuing waiver, or a modification of this agreement unless the waiver or modification is expressly written and signed by the Richmond Community Foundation and the grant recipient.

XIII. Severability: If any provision of this agreement is held to invalid, illegal, or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this agreement be interpreted to remain valid, enforceable, and binding on the parties.

XIV. Compliance with Laws and Indemnification: In conducting its activities related to the project, the grant recipient shall conduct and shall ensure that any sub-grantee or sub-contractors will conduct all such activities in compliance with all applicable federal, state, and local laws, regulations and ordinances; to secure all necessary public or private permits and consents; and obtain and maintain all appropriate insurance, or self-insure against liability for injury to persons or property arising from its activities relating to the project. The grant recipient shall and will ensure that it, its sub-grantees and sub-contractors shall hold harmless the Richmond Community Foundation, its officers, directors, agent, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses (including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions arising from or in connection with the project, including but not limited to environmental laws, regulations, orders and decrees of whatever character or nature and damage or injury to persons or property). This covenant will survive termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered as of the date listed below,

Dated as of May 23, 2018

In signing this document the Grant Recipient signatories acknowledge that they have been authorized by the grantee agency, to sign on its behalf, that they have read and understand the entire grant agreement and that the grant recipient accepts and agrees to its terms and conditions. The Agreement



shall not be effective until the Foundation has received an executed copy of this Agreement from the grant recipient and has signed and re-conveyed a copy of the entire agreement to the grant recipient.

Grantee: City of San Pablo

By: Matt Rodriguez, City Manager


Signature: _____

Richmond Community Foundation:

By: James Becker, President and CEO

Signature: _____