

Grant Agreement

Grantee: City of Fresno PARCS Department
Amount: \$30,000.00
Duration: 12 months commencing on date of executed Grant Agreement.
Source of Funds: Settlement Class Fund, CRT Settlement

1. Use of Grant Funds.

Grantee will use funds to purchase new computers and install WiFi to improve computer access and connectivity at a park and community center serving West Fresno.

Grant funds must be used in accordance with the Workplan and Timeline submitted for the project and no changes in the budget, timeline or the grant period may be made without prior written approval from the Cy Pres Grants Administrators.

In no event shall indirect expenses exceed 6% of the amount awarded. Any funds not used for the purposes described above will revert to the CRT Settlement Fund to be distributed in accordance with terms of the settlement agreement and court orders establishing the fund.

Grant funds will not be used to supplant or replace federal, state, local or other governmental funding for any program, purchase or activity and Grantee's budget will not be reduced to compensate for the award of this grant.

2. Payment of Grant Funds.

Grant funds will be paid to Grantee on the following schedule:

- Installment #1: Within 14 business days of the effective date of this agreement (\$27,000.00).
- Final Installment: Upon satisfactory completion of the project, the fulfillment of the requirements of the grant, and receipt of a satisfactory Final Progress and Expenditure Report detailed below (\$3000.00). NOTE: 10% of total grant.

3. Grantee Reports.

Grantee will submit written reports on the use of grant funds, compliance with terms of the grant and progress made towards achieving the goals of the grant as follows:

- 1st Interim Progress and Expenditure Reports: Due 5 months following execution of this agreement. Please submit a brief (3-page *maximum*) summary of project activities on grant

objectives and documentation of expenditures from grant funds, during months 1 through 4 of the grant.

- Final Progress and Expenditure Reports: 13 months following execution of this agreement (covering project activities and expenditures from grant funds, during months 6 through 12 of the grant). NOTE: *Reports may be submitted before deadlines if project is completed.*

All reports will be sent by email to Laurie True, CRT Grants Administration, at eltcypresfunds@gmail.com.

4. Inspections and Examinations.

The Grantee agrees that the Cy Pres Grants Administrators may conduct site visits to the project and examine such records and documents, as they deem necessary to validate payment requests or compliance with this agreement at any reasonable time.

5. Records.

Grantee will maintain its books and records in such a manner that the receipts and expenditures of grant funds received for this grant will be shown separately on such books and records in an easily checked form. Grantee will keep such records as well as copies of all reports to the Cy Pres Grants Administrators, invoices paid and supporting documentation for at least four (4) years after the completion of the use of grant funds and will make such books, records, reports and supporting documentation available to the Cy Pres Grants Administrators or their designee for inspection upon request.

The name and contact information of the person responsible for maintaining Grantee's books and records and preparing Grantee's Expenditure Reports currently is:

Irma Yépez-Pérez, Senior Management Analyst; Irma.Yepez-Perez@fresno.gov
City of Fresno Parks, After School, Recreation
and Community Services (PARCS) Department
Alfonso Hernandez Jr. Building at Dickey Youth Center
1515 E. Divisadero Street, Fresno, CA 93721
Phone: (559) 621-2957; Fax: (559)498-1110

The phone number may change and if so, the Cy Pres Grants Administrators will be so notified of the new number.

Grantee's Tax Identification Number is _____

6. Acknowledgement of Support.

Materials produced with grant funds and annual reports, announcements, news releases, etc. describing the project will acknowledge that:

“The project was made possible by a grant from the CRT Settlement Fund. Created as a result of antitrust litigation pursued by the Attorney General of the State of California, the purpose of the Fund is to encourage innovative technology to benefit California consumers.”

7. Indemnification

Grantee shall indemnify and hold harmless the CRT Settlement Fund and Cy Pres Grants Administrators, their employees, agents, representatives, and successors-in-interest from and against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising from the performance by Grantee of its duties and obligations under this Agreement.

The duty of Grantee and third parties to indemnify shall survive the expiration or termination of this Agreement.

8. Violation and Termination.

In the event of any violation by Grantee of the terms and conditions of the grant, including but not limited to failing to execute the work of the grant in compliance with Grantee’s proposal or failing to submit required reports or requested information in a timely manner, the Cy Pres Grants Administrators reserve the right in their absolute discretion to suspend payments to Grantee or terminate the grant. The Cy Pres Grants Administrators’ determination will be final and will be binding and conclusive on Grantee. In addition to any other remedies available to the Cy Pres Grants Administrators, upon termination of this grant, Grantee will repay to the CRT Settlement Fund any portion of the grant funds that have not been spent for the project.

11. Future Funding.

Grantee acknowledges that the Cy Pres Grants Administrators and their representatives have made no actual or implied promise of funding except for the amounts specified by this agreement. If any of the grant funds are returned or if the grant is rescinded, Grantee acknowledges that the Cy Pres Grants Administrator will have no further obligation to Grantee in connection with this grant as a result of such return or rescission.

12. Modification.

This agreement sets forth all terms of the grant and replaces all prior understandings and agreements. Any modification or amendment will be made only in writing signed by an authorized officer of Grantee and the Cy Pres Grants Administrators.

13. Jurisdiction and Applicable Law.

The CRT Settlement Fund and Grants Program are subject to the ongoing jurisdiction of the Superior Court of the State of California. Grantee agrees to the Court’s exclusive jurisdiction and that any claim or dispute arising from or relating to this Grant Agreement shall be decided solely by this Court. This Grant Agreement will be construed in accordance with the laws of the State of California.

14. Effective Date and Term of Agreement.

The effective date of this agreement will be the date when it is executed by the last of the parties to do so.

Accepted by:

Date: _____

Signature: _____
Kristina Chamberlin, Assistant Director
City of Fresno, PARCS Department

Date: 1/5/17

Signature: *Harry M. Snyder*
Harry M. Snyder, Cy Pres Administrator
CRT Settlement Fund

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE
BY: *Amanda Freeman* 1/8/17
DEPUTY CITY ATTORNEY
Amanda Freeman