

Passed 2-5-2015
File # 15-176
CONSENT I-H
T.S.

GRANT AGREEMENT

THIS GRANT AGREEMENT is made as of October 15th, 2014, by and between Community Science Workshop Network, a California nonprofit public benefit corporation ("Grantor"), and the City of Fresno Parks, After School, Recreation and Community Services (PARCS) Department, a government agency operating for public benefit in the state of California ("Grantee"), for the benefit of the Community Science Workshop ("Fresno CSW") program, with respect to the following:

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 not classified as a private foundation under Section 509(a) of the Code.

B. Grantee is a section 170(c)(1) government unit operating for the public benefit. Community Science Workshop is a program of the Grantee which offers free science education to the general public at sites throughout Fresno. Grantee's address is 1515 E. Divisadero Street, Fresno, CA, 93721, and telephone number is (559) 621-6621. Grantee's contact person for this grant is Manuel Hernandez.

C. In furtherance of its charitable and educational purposes, Grantor now wishes to make a grant to Grantee, 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. The purpose of this grant is to further Grantor's charitable and educational purposes by providing funding to promote the advancement of science education in the City of Fresno through the Fresno CSW program's participation in the California Tinkering Afterschool Network: a collaborative research project in partnership with the Exploratorium, Techbridge, and the Orange County Discovery Cube investigating best practices in providing hands-on science education to underserved youth. The grant timeline is from October 1st, 2014, through September 30th, 2015. The Grantee will at all times abide by the terms and conditions of the grant outlined in Exhibits A, B, and C.

2. The total amount of the grant contemplated by this Agreement is eighteen thousand dollars (\$18,000), subject to the last sentence of this paragraph 2 (the "Grant"). Within ten (10) days after the execution and delivery of this Agreement by Grantee to Grantor, Grantor shall pay to Grantee the first installment of nine thousand dollars (\$9,000). The balance of the full amount of the grant shall be paid in a second installment of nine thousand dollars (\$9,000) before June 30th, 2015. Grantee understands and agrees that Grantor's ability and obligation to pay any amount of the Grant to Grantee under this Agreement depends upon Grantor's receipt of sufficient funds from contributors in support

of the purposes described in paragraph 1, and Grantee agrees not to take any action to require Grantor to pay to Grantee any amount under this Agreement to the extent that such funds on deposit with Grantor are insufficient on the date the amount is due to be paid to Grantee.

3. Grantee shall use the Grant solely for the purposes stated in paragraph 1, and Grantee shall repay to Grantor any portion of the Grant that is not used for those purposes. Any significant changes in the purposes for which grant funds are spent must be approved in writing by Grantor before implementation.

4. Grantee will operate the Fresno CSW program in such a way as to adhere to the CSW Network Project Defining Characteristics, provided in Exhibit C, thereby maintaining the program's status as an eligible Grantee of the Grantor.

4. Grantee shall report to Grantor or Grantor's agent in writing, following the timetable and requirements set forth in Exhibit B, on the activities conducted by Grantee with the proceeds of the Grant and all expenditures made from Grant funds, and on Grantee's compliance with the terms of this Agreement.

5. The Grant shall not be used in any attempt to influence legislation within the meaning of Code Section 4911(d) as interpreted by applicable Treasury Regulations and rulings of the Internal Revenue Service. Grantee shall not use any portion of the Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

6. Grantee is solely responsible for the activity supported by the grant funds, the content of any product of the project, and the manner in which any such product may be disseminated. Grantee shall not transfer or assign this Agreement without the prior written consent of Grantor. This Agreement does not create any relationship of agency, partnership, or joint venture between the parties, and no party shall make any such representation to anyone.

7. Grantee shall notify Grantor immediately of any change in Grantee's executive staff or key staff responsible for achieving the Grant purposes.

8. Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to Grantee, shall be interpreted to create any pledge or any commitment by Grantor or by any related person or entity to make any other grant or contribution to Grantee or any other entity for this or any other project. The Grant contemplated by this Agreement shall be a separate and independent transaction from any other transaction between Grantor and Grantee or any other entity.

9. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless Grantor, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees), directly or indirectly, wholly or partially, arising from or in connection with any act or omission of Grantee, its officers, directors, employees, or agents, in applying for or accepting the Grant, in expending or applying the proceeds of the Grant, or in carrying out the project to be funded by the Grant. This paragraph shall survive any termination of this Agreement.

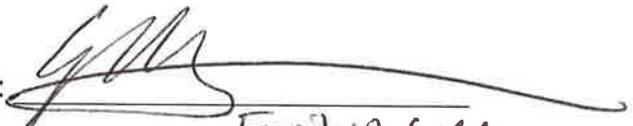
10. In the event that Grantee violates or fails to carry out any provision of this Agreement, including, without limitation, failure to submit reports when due, Grantor may, in addition to any other legal remedies it may have, refuse to make any future grants or installment payments of this Grant to Grantee, and Grantor may demand the immediate return of all or any unexpended portion of the Grant, and Grantee shall immediately comply therewith.

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

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

Community Science Workshop Network

DATED: 3/23/15, ~~2015~~

Signed: 
Name: Emilyn Green
Title: Executive Director

City of Fresno PARCS

DATED: 3-30-15, ~~2015~~

Signed: 
Name: _____
Title: _____

ATTEST:

YVONNE SPENCE, CMC
CITY CLERK

By  3-31-2015
Deputy

APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE


DEPUTY
3.25.15

Exhibit A – Scope of Work & Approved Budget

The City of Fresno PARC's Community Science Workshop Program will participate in the California Tinkering Afterschool Network: a collaborative research project with the Community Science Workshop Network, Techbridge, the Orange County Discovery Cube, and the Exploratorium, investigating best practices in facilitation and professional development for staff providing hands-on science and tinkering education afterschool to youth in Fresno. Participation in this research project will consist of:

Site Visits By Exploratorium Research Staff

- Exploratorium staff researchers will visit the Fresno CSW 2-3 days per month for the duration of the grant.
- Fresno CSW staff will welcome the researchers and facilitate their visits and observations of programs.
- Those staff members who choose to participate will provide necessary consent forms to Exploratorium researchers
- Fresno CSW staff will facilitate obtaining all proper consent and IRB forms from youth and family participants in the program who are opting to participate in the research
- Participating Fresno CSW staff will provide data through interviews and discussions with Exploratorium researchers

Professional Development

- Participating Fresno CSW staff members will attend professional development events at the Exploratorium and at other participating CSW sites in the CSW Network
- Participating Fresno CSW staff members will provide feedback on professional development events.

Planning and Design

- Fresno CSW Site Coordinator will participate in planning meetings for the research project
- Fresno CSW Site Coordinator and participating staff will provide feedback on the design process for producing professional development tools as an outcome of the research project

Maintaining Programs

- The Fresno CSW will maintain afterschool tinkering and making programs for the duration of the grant, providing the baseline data for the research project.

Visits, Planning, and Professional Development			
	Wage	Time on project	Total
Fresno CSW Coordinator	\$55,000/yr	2 days per month, 8 hrs/day, \$26.44/hr	\$5,076
Participating Fresno CSW staff Educator1	\$15/hr	1 day per month, 8 hrs/day	\$1,440
Participating Fresno CSW staff Educator2	\$11/hr	1 day per month, 4 hrs/day	\$ 528
Participating Fresno CSW staff Educator3	\$11/hr	1 day per month, 4 hrs/day	\$ 528
Participating Fresno CSW staff Educator4	\$11/hr	1 day per month, 4 hrs/day	\$ 528
Participating Fresno CSW staff Educator5	\$11/hr	1 day per month, 4 hrs/day	\$ 528
Maintaining Programs			
Fresno CSW program needs		As needed	\$9,372
		Total	\$18,000.00

EXHIBIT B: REPORTING TIMETABLE AND REQUIREMENTS

1. Grantee shall submit 1 copy of written reports containing (1) a description of the progress that the Grantee has made toward achieving the purposes of this Grant, (2) a financial accounting of the expenditure of grant funds, (3) a report on the Grantee's compliance with the terms of this Agreement, and (4) copies of any publications or other materials resulting from the Grant, according to the following schedule:

<u>Period Covered</u>	One Year
<u>Starting Date</u>	October 1st, 2014
<u>Ending Date</u>	September 30th, 2015
<u>Report Due Date</u>	November 15th, 2015

2. Grantee shall send reports by first class mail, postmarked no later than the due date shown above, to: Emilyn Green, Network Coordinator, CSW Network, 120 Second St., Watsonville, CA, 95076. Alternatively, the report may be sent by email to emilyn@cswnetwork.org.

3. Grantee's recordkeeping and inspection requirements are as follows: Grantee shall maintain books to show these grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on those books. Grantee shall keep records to substantiate such expenditures. Grantee shall make such books and records available to Grantor at reasonable times for review and audit. Grantor may also monitor the Grant or verify any information contained in the Grantee's reports by interviewing the Grantee's personnel. Grantee shall keep copies of all such books and records at a location known to and accessible to Grantor for at least four years after completion of the use of the grant funds. The requirements of this paragraph shall survive any termination of this Agreement.

EXHIBIT C: CSW Network Project Defining Characteristics

There are four defining characteristics of a Community Science Workshop (CSW) that must be present in order to qualify for participation in the CSW Network Project.

Defining Characteristics:

CSWs:

- Strive to have a significant and lasting impact in the community through the promotion of meaningful, quality education and authentic hands-on discovery and learning. This community impact may be manifested among children, families, teachers, schools, school districts or other relevant groups.
- Maintain a permanent, public, physical space that is walking distance to under-served schools and/or neighborhoods. This space is richly layered with exhibits and projects that stimulate observation with all the senses, as well as providing tools, materials, and a workspace – fostering both discovery and creation.
- CSWs incorporate an open-ended element to the programming. At some point, students choose what activity to engage in, how to do it, and define for themselves when it is completed successfully.
- Open the space to the public on a drop-in basis for some part of the programming. Members of the public are free to come and go, and to choose their level of engagement. This can happen after school, on the weekend, or during summer.

