



Date: 10/16/2024

City of Chula Vista

276 Fourth Ave

Chula Vista, CA 91910

RE: Agreement for Grant ID #202016

We are pleased to authorize a grant payable to City of Chula Vista ("Grantee") for the purpose described below. This grant was recommended by the Kaiser Permanente Southern California Fund for Charitable Contributions ("Donor"), and is being issued from a Donor Advised Fund of the California Community Foundation ("Foundation"). This grant is subject to your acceptance of the conditions in this grant agreement. To acknowledge your acceptance of this grant and agreement with the conditions specified below, please sign and return a copy of the agreement to the Foundation.

Grant Amount \$93,500.00

Grant Period Begins 9/1/2024

Grant Period Ends 3/1/2026

Grant Purpose: Operation Splash Elementary Learn to Swim Program.
Please reference KP #168153 for grant reporting.

Payment Schedule

Payment #	Scheduled Date	Amount
1	Upon Execution of Agreement	\$93,500.00

Grant Requirements

- 1) Administration of Funds: This grant is to be used only for the purpose(s) described above and any objectives below and is subject to modification only with the Foundation's prior written approval.

Objectives

- Objective 1: Implement Learn-to-Swim programs, which equip children and/or adults with water safety and swimming skills.
- Objective 2: Distribute Swim Passes to allow children, youth, and adults to use public pool facilities for free.
- Objective 3: Deliver Healthy Beverage Campaigns for education and awareness raising.

Additional Requirements

N/A

2) Reporting Use of Funds:

Description	Due Date	Short Description
Report 1	4/1/2026	Final Report

The Foundation reserves the right to modify or terminate the grant or to withhold future grant distributions at any time if it determines that grantee has failed to comply with any term of the agreement or is not able to carry out or accomplish the grant purpose. The Foundation may also modify or terminate the grant if it determines that continuing grant payments would expose the Foundation to liability or adverse tax consequences, or otherwise be inconsistent with the mission and values of the Foundation. In the event of termination in accordance with this section, the grantee must promptly return to the Foundation any unexpended grant funds.

Additionally, as a condition of this grant, grantee partner shall promptly notify the Foundation in writing of any significant changes in the organization’s structure, leadership, or financial circumstances that could affect the ability of the grantee to effectively implement the funded activities or general charitable mission of the organization.

- 3) Payment of Grant: Payment of grants from component funds is subject to the availability of unencumbered fund assets equal to the payment amount.
- 4) Grant Restrictions: By endorsing, depositing, or cashing disbursement(s) on this grant, you certify that grant payment(s) will:
- a. Not provide any goods, services or impermissible benefits to the donor/fund advisor(s) or any individual related to the donor/fund advisor(s) (e.g. tuition, membership benefits, admission to events, goods bought at an auction, religious benefits, etc.)
 - b. Not support any individual(s) designated by the donor/fund advisor(s)
 - c. Not be used to support political campaigns or lobbying activities
- 5) Recognition of Grant: N/A
- 6) Governing Law: This agreement and grant shall be construed in accordance with and governed by the laws of the state of California.

- 7) Entire Agreement: This agreement supersedes any prior or contemporaneous oral or written understanding or communications between Grantee, the Foundation and the donors and constitutes the entire agreement of the parties with respect to its subject matter. This agreement may not be amended or modified, except by mutual agreement and in writing, signed by both parties.

- 8) Nondiscrimination: The Grantee is responsible for ensuring that it is operated and organized so that it does not discriminate in the hiring of staff or the provision of services under any program or activity funded in whole or in part with funds made available by the Foundation on the basis of race, creed, color, ethnicity, national origin, religion, gender expression, sex, sexual orientation, age, physical or mental ability, pregnancy, veteran status, military obligations and marital status.

Because the Foundation is a 501c3 public charity, neither the donor nor the Foundation require a receipt for tax purposes. Please contact Grants Management at 213-239-2330 or grantsmanager@calfund.org with any questions about this agreement. We wish you continued success in your charitable work.

FOR THE GRANTEE:

Date


Signature

Title

FOR THE FOUNDATION

10/18/2024

Date

DocuSigned by:

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Signature

VP Development and Donor Relations

Title