



**CENTRAL
VALLEY
COMMUNITY
FOUNDATION**

March 26th, 2026

Scott McBride
City of Merced
678 West 18th Street, Merced, CA 95340

Dear Mr. McBride:

It is my pleasure to inform you that the Board of Directors of Central Valley Community Foundation ("CVCF") has conditionally approved a grant for \$124,725. to support the City of Merced as recommended and funded by Opportunity Merced. Grant funds will be used to support the implementation of the Trailblazers Outdoor Recreation Program, including staffing, equipment, transportation, and experiential learning activities that provide youth with structured mentorship, outdoor skill-building, environmental education, and leadership development opportunities. Any significant change in the use of these funds requires prior approval by CVCF.

After you have reviewed these documents, please have the appropriate officer from City of Merced countersign the enclosed agreement via DocuSign. You will receive a link directly from DocuSign to securely sign the agreement.

Central Valley Community Foundation is entrusted by its donors with the responsibility of ensuring that charitable commitments are fulfilled by its grantees. This grant is subject to the terms outlined in the enclosed Grant Agreement. In signing and accepting this grant agreement, City of Merced: 1) agrees to apply the funds as intended; 2) certifies that the City of Merced is recognized as a charitable, religious, educational, scientific, literary, and other tax-exempt organization; 3) declares that no goods or services were provided in exchange for this grant; and 4) declares that the grant would not be in satisfaction of any obligation any person owes the City of Merced.

We appreciate the work of the City of Merced and are pleased to offer this support to advance your efforts. If you have any questions related to this grant, please contact Kim Garner, Director of Philanthropic Initiatives, by email kimberly@centralvalleycf.org or call (209) 506-3036.

All the best,

Ashley Swearingin
President and CEO, Central Valley Community Foundation



GRANT AGREEMENT

This agreement is entered into on March 26, 2026, by and between Central Valley Community Foundation (“The Foundation”) and the City of Merced (“The Grantee”). This Grant is to be used only for the purposes described below and is subject to your acceptance of the conditions specified below. This Agreement will be effective when it has been signed by an authorized representative of your organization, and a signed copy is received by the Foundation (via DocuSign).

Grantee: Scott McBride
City of Merced
678 West 18th Street, Merced, CA 95340

Grant Amount: \$124,725.00

Grant #: 67269

Payment Schedule: Payment will be made upon completion of the agreement.

Time Period: This grant begins March 26th, 2026 and ends on September 1st, 2027.

Purpose: To support the Trailblazers Outdoor Recreation Program, providing middle and high school youth in Merced with structured mentorship, outdoor learning experiences, and leadership development opportunities that strengthen resilience, school engagement, and career readiness.

Site Visits: From time to time, the Foundation conducts site visits with existing grantees. The Grantee may be selected for a site visit. If selected, the Grantee will be contacted by the Foundation staff with advance notice to schedule a visit.

Reporting Requirements and Expected Outcomes: The Grantee shall submit, no later than **September 1, 2027**, a written report documenting: (i) the number of youth served and participant demographics; (ii) a summary of program activities, including mentorship sessions, outdoor experiences, and educational components; (iii) outcomes achieved, including changes in participant engagement, resilience, leadership skills, and school involvement; and (iv) an itemized summary of grant-funded expenditures. The report shall also include photographs or other visual documentation of program activities, subject to applicable consent and safety requirements.

Foundation Grants Contacts:	Claudia Ruiz-Alvarez	Kim Garner
	Director of Donor Services	Director of Philanthropic Initiatives
	claudia@centralvalleycf.org	kimberly@centralvalleycf.org
	559-825-6182	209-506-3036



1. IRS Determination

This grant is specifically conditioned upon the Grantee's status as an eligible grantee of the Foundation. The Grantee warrants that it is exempt from federal income tax as either an Internal Revenue Code section 501(c)(3) organization or a governmental entity; and that it is not a private foundation as defined in Code Section 509(a). The Grantee shall notify the Foundation immediately of any change in (a) the Grantee's tax-exempt status or its foundation status, or (b) the Grantee's executive staff or key staff responsible for achieving the grant purposes.

2. Expenditure of Grant Funds

The grant is for the purpose(s) stated in this agreement. Grant funds may be expended only in accordance with the terms set forth herein. The Grantee shall repay to the Foundation any portion of the grant funds which is not spent or committed for the purposes stated in this agreement.

The Grantee shall promptly notify The Foundation regarding any administrative or operational changes that may have an effect on the conditions agreed to in the Grant Agreement. The Foundation must approve any modifications to the grant project and/or budget before they are implemented. The Grantee is able to make modifications to the approved budgeted line items as long as these changes constitute ten (10%) or less the total of that line item.

The 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 specific 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, or to take any other action inconsistent with the Grantee's status as either a Code Section 501(c)(3) or a governmental entity. The Grantee shall not use any portion of the grant funds to support any form of violent political activity, terrorists, or terrorist organizations. The Grantee shall not use any portion of the grant for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.

The Grant shall not be used in any attempt to influence legislation within the meaning of Section 4945(e) of the Code, and neither the Foundation nor the Grantee has entered into any agreement, oral or written, to that effect. This prohibition shall not prevent the Grantee from using grant funds for communications that do not qualify as lobbying under federal tax law, such as communications with legislators that do not refer to any specific legislation or that refer to legislation without reflecting any view on it; the Grantee may also use grant funds for communications that qualify for any exception to the definition of lobbying under federal tax law, such as nonpartisan analysis, study, or research, or certain responses to requests from a legislative or government agency for comments on legislation.

3. Financial Responsibilities

The Grantee shall treat grant funds as restricted assets and shall maintain books to show the 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 the Grantee's books. The Grantee shall keep



adequate records to substantiate its expenditures of grant funds. The Grantee is expected to maintain complete and accurate financial records of revenues and expenditures relating to the grant for at least four (4) years after the Grantee has expended the last of the grant funds. In the

event that the Foundation is audited by any government agency, it may be necessary, in rare instances, for the Foundation to examine, audit, or have audited the records of Grantee insofar as they relate to activities supported by this grant. Any expenses related to such audit will be borne by the Foundation. For endowment grants, the parties agree that the grant funds shall be administered by the Grantee as an endowment, and in accordance with policies and procedures of the Grantee including but not limited to the Grantee's policy of assessing an annual administrative fee on endowment funds administered by the Grantee.

4. Grant Reporting and Site Visits

The Grantee may be selected to complete a 6-month site visit to observe and discuss the programs and administration; to review financial and/or other records, and/or to review the Grantee's contract performance.

The Grantee agrees to submit full and complete reports on the manner in which the funds are spent based upon the program budget submitted, and the progress made in accomplishing the purpose of the grant. Typically, reports to The Foundation are due at 12-month intervals for grants over a 1-year time period and at the end of the grant period for grants of 1 year or less in duration.

The Grantee will report on the results of the grant as per the original approved proposal and other information requested by The Foundation. A Final Report, which includes both narrative responses and updated grant financials, is required at the end of the grant period. Depending on The Foundation's funding priority and/or donor intent, The Foundation may ask for additional reporting. Should additional reports be required beyond those stipulated here, The Foundation staff will contact you to provide the Grantee additional instructions and a reasonable due date.

5. No Pledge

Neither this Agreement nor any other statement, oral or written, nor the making of any contribution or grant to the Grantee shall be interpreted to create any pledge or any commitment by the Foundation or by any related person or entity to make any other grant or contribution to the 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 the Foundation and the Grantee or any other entity.

6. Anti-Discrimination

The Grantee agrees that, in the performance of this Agreement, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, mental or physical ability, veteran status, marital status, sexual orientation, or any other characteristic protected by law. For more information, please refer to the attached Policy against Illegal Discrimination.



7. Publicity, Publications, and Communications

The Foundation should be recognized for its support of your work in your public communications about the funded project or activities. For example, please note the Foundation's support on any websites or web pages about the project and in any announcements or other materials funded by this grant. When recognizing the award, please reference the fund name at The Foundation as supporters of your organization or the source of grant dollars. Example: "The Central Valley Opportunity Fund at Central Valley Community Foundation."

If you believe that publicly recognizing the Foundation's funding of your work may not be appropriate - either for the Grantee or the Foundation - please contact the Foundation to discuss options.

The Foundation may include information from the submitted report and or photographs that illustrate the impact of the award in annual reports, brochures or other special marketing materials, as opportunities arise. The Grantee's acceptance of this agreement gives per to the Foundation for use.

8. No Agency

The Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and the Grantee shall make no such representation to anyone.

9. Further Assurances

The Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. The Grantee agrees that if the Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, the Grantee will promptly contact the Foundation or legal counsel.

The Foundation will not distribute Grantee materials (grant proposal, grant reports) to any outside party, unless required by law, without the written consent of the Grantee.

10. No waivers

The failure of the Foundation to exercise any of its rights under this Agreement shall not be deemed a waiver of such rights.

11. Limit of Commitment

In the event that a claim of any kind is asserted against the Grantee or the Foundation related to or arising from the Grantee's work on the project funded by the grant and a proceeding is brought against the Foundation by reason of such claim, the Grantee, upon written notice from the Foundation, shall, to the extent of its fault, at the Grantee's expense, resist or defend such action or proceeding, at no cost to the Foundation, by counsel approved by the Foundation in writing. Unless otherwise stipulated in writing, this award is made with the understanding that the Foundation has no obligation to provide other or additional support to the recipient.



To the extent of its fault, the Grantee hereby agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any wrongful act or omission by the Grantee, its employees or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program supported by the grant, except to the extent that such claims, liabilities, losses, and expenses arise from or in connection with any wrongful act or omission fault or failure by the Foundation, its officers, directors, employees, or agents.

In the event of a dispute between the Grantee and the Foundation, its Board of Directors or employees, the Grantee agrees to make a good faith effort to resolve the dispute through mediation using a mediator from the Fresno Superior Court's roster of mediators, prior to pursuing further action, to include filing a legal action.

If the Foundation engages the services of an attorney in defending any action brought by other persons due to the fault or any failure of the Grantee, or any employee engaged by it, Grantee agrees to pay a reasonable attorney's fee for such attorney engaged by the Foundation.

12. Termination of Agreement

The Foundation, at its sole option, may terminate this agreement or withhold payments, or both, at any time, with 30 day's written notice, if, in the Foundation's judgment: a) the Foundation is not satisfied with the quality of the Grantee's progress toward achieving the project goals b) the Foundation is of the opinion that the Grantee is incapable of satisfactorily completing the project or has ceased to be an appropriate means of accomplishing the purposes of the grant; c) the Grantee dissolves or fails to operate; or d) the Grantee materially fails to comply with the terms and conditions of this Agreement, including but not limited to failure to submit reports when due. If termination occurs prior to the scheduled end date, the Grantee shall, upon request by the Foundation, provide to the Foundation a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. Within sixty (60) days after written request by the Foundation, the Grantee shall remit all grant funds unexpended as of the effective date of termination, excluding non-cancellable obligations. The Foundation may also avail itself of any other remedies available at law. In addition, either party may terminate this agreement with 30 days written notice.

13. Limitation

This Agreement contains the entire agreement between the parties with respect to the grant and supersedes any previous oral or written understandings or agreements. It is expressly understood that by making this grant, the Foundation has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes.

14. Governing Law

This Agreement will be governed by and interpreted in accordance with the substantive laws of the State of California. Any laws that direct the application of another State's law to this Agreement will be disregarded.



**CENTRAL
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FOUNDATION**

Acceptance of Terms and Conditions

Signed on Behalf of Central Valley Community Foundation

By:

Ashley Swearingin
President and CEO, Central Valley Community Foundation

Date

The Grantee acknowledges receipt and retention of a copy of this document. The above terms and conditions are hereby accepted and agreed to as of the date specified.

By:

Signature of Authorized Officer

Scott McBride

Name

City Manager

Title

Date

APPROVED AS TO FORM:

Craig Cornwell 4/28/2026

CRAIG J. CORNWELL **Date**
City Attorney-City of Merced