

Grant Agreement Form
for
Capital Improvements Fund Grant Program
for the Conejo Recreation & Park District
and

Project Title: _____

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between Conejo Recreation and Parks District ("DISTRICT").

1. **RECITALS.** This Agreement is made with reference to the following facts and objectives:

- A. DISTRICT is a California Independent Special District organized under the laws of the State of California and qualifying for Federal Tax Exempt Status;
- B. _____ is a non-profit organization providing a _____ to the residents of the DISTRICT;
- C. DISTRICT owns the buildings and facilities at _____.
- D. _____ has a long-standing history of using the building and facilities, and equipment.
- E. _____ is updating or enhancing the _____ and will build to DISTRICT safety standards.

2. **CONSIDERATION.**

- A. As consideration, _____ will cause improvements (SERVICES) (see scope of services, attached) worth approximately _____. As additional consideration, _____ and DISTRICT agree to abide by the terms and conditions contained in this Agreement;
- B. As additional consideration, DISTRICT agrees to grant _____ ("GRANT") For the Capital Improvements Grant. Payment is subject to _____ completion and submittal to DISTRICT, and DISTRICT's subsequent approval, of documents required by this Agreement.
- C. As additional consideration, _____ will provide and be solely responsible for any and all funding for the SERVICES over and above the amount of the GRANT.

3. **PAYMENT OF FUNDS.** _____ will receive payment of such GRANT funds as follows:

- A. _____ or portions thereof, shall be payable upon a written request from _____ to the DISTRICT; _____ shall submit evidence to the DISTRICT that SERVICES have been rendered.

4. **USE OF GRANT.** Use of the GRANT will be subject to the express terms and conditions of this Agreement.
5. **PERMITS AND LICENSES.** _____, or its designee, at its sole expense, will obtain and maintain during the term of this Agreement, all appropriate permits and licenses, and certificates that may be required in connection with the performance of SERVICES under this Agreement.
6. **PROJECT COORDINATION AND SUPERVISION.** The DISTRICT's Parks and Planning Division will monitor the progress and execution of this Agreement. The DISTRICT will designate a representative to provide supervision and have the overall responsibility for the progress and execution of this Agreement.
7. **TERM.** The Agreement will terminate upon the completion of the Capital Improvements Project.
8. **HOLD HARMLESS.** _____ will hold DISTRICT, and its agents, harmless and free from any and all liability arising out of this Agreement, or its performance, including any such liability caused, in part, by the passive negligent act of omission of DISTRICT, or its agents. Should DISTRICT, or its agents, be named in any suit, or should any claim be against it, or any of its agents, by suit or otherwise, whether the same be groundless or not, arising out of this Agreement, or its performance, pursuant to this Agreement, _____ will defend DISTRICT (with counsel satisfactory to DISTRICT), and its agents, and will indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.
9. **ASSIGNABILITY.** _____ will not assign this Agreement without DISTRICT's prior written approval.
10. **INDEPENDENT CONTRACTOR.** _____ or its designee will act as an independent contractor and will have control of all work and the manner in which it is performed. Any provision in this Agreement that may appear to give DISTRICT the right to direct _____ as to the details of doing the work or to exercise a measure of control over the work means that _____ will follow the direction of DISTRICT as to end results of the work only.
11. **COMPLIANCE WITH LAW.** _____ must comply with all of the requirements of all Municipal, State and Federal authorities now in force, or which may subsequently be in force, pertaining to this Agreement and will faithfully observe while performing this Agreement all Municipal ordinances and State and Federal statutes now in force or which may subsequently be in force. The judgment of any court of competent jurisdiction, or the admission of _____ in any action or proceeding against _____, whether DISTRICT be a party thereto or not, that _____ has violated any such ordinance or statute in performance of this Agreement will be conclusive of that fact as between DISTRICT and _____.
12. **NON-DISCRIMINATION.** _____ agrees that in the performance of the Agreement and in the provision of any service or services funded in whole or in part by the grant made by DISTRICT to _____ pursuant to this Agreement, _____ will not unlawfully discriminate against any other person on the grounds of sex, race, creed, color, national origin, religion, age, marital status, or disability.

13. **WAIVER.** In no event will any payment by DISTRICT or any acceptance of payment by _____ hereunder constitute or be construed as a waiver by DISTRICT or _____ of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of DISTRICT or _____, and the making of any such payment while any such breach or default will exist will in no way impair or prejudice any right or remedy available to DISTRICT or _____ with respect to such breach or default.
14. **INTERPRETATION.** This Agreement was drafted in, and will be construed in accordance with the laws of, the State of California and exclusive venue for any action involving this Agreement will be in Ventura County.
15. **ENTIRE AGREEMENT.** This Agreement sets forth the entire understanding of the parties. There are not other understandings, terms or other agreements expressed or implied, oral or written. This Agreement will bind and inure to the benefit of the parties to this Agreement and any subsequent successors and assigns.
16. **AUTHORITY/MODIFICATION.** The Parties represent and warrant that all necessary action has been taken by the Parties to authorize the undersigned to execute this Agreement and to engage in the actions described herein. This Agreement may be modified by written amendment. DISTRICT's General Manager may execute any such amendment on behalf of DISTRICT. _____ may execute any such amendment on behalf of _____.
17. **SEVERABILITY.** If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion will be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement will continue in full force and effect.

CONEJO RECREATION AND PARK DISTRICT

Organization Name

Organization Authorized Representative

Jim Friedl, General Manager