

**Grant Agreement  
for  
Capital Improvements Grant Program  
for the Conejo Recreation & Park District  
and  
American Youth Soccer Organization Region 9**

Project Title: Maintenance Building Improvements at Conejo Creek South Park

THIS AGREEMENT, made and entered into this 8<sup>th</sup> day of August, 2018, by and between Conejo Recreation and Park District (“DISTRICT”) and American Youth Soccer Organization Region 9 (“AYSO 9”).

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. AYSO 9 is a non-profit organization providing and conducting soccer leagues for youths who are residents of the DISTRICT;
- C. DISTRICT owns the facilities at the Conejo Creek South Park;
- D. AYSO 9 has a long-standing history of using the facilities;
- E. AYSO 9 is enhancing the facilities with maintenance building improvements and will build to DISTRICT standards.

2. **CONSIDERATION.**

- A. As consideration, AYSO 9 will cause improvements (SERVICES) (see scope of services, attached) worth approximately \$58,987. Both AYSO 9 and DISTRICT understand that additional costs may be necessary for the full completion of the improvements. As additional consideration, AYSO 9 and DISTRICT agree to abide by the terms and conditions contained in this Agreement.
- B. As additional consideration, DISTRICT agrees to grant two sevenths of the total cost of the SERVICES not to exceed \$30,000 to AYSO 9 (“GRANT”) from the Capital Improvements Grant Program. Payment is subject to AYSO 9’s completion and submittal to DISTRICT, and DISTRICT’s subsequent approval, of documents required by this Agreement.
- C. As additional consideration, AYSO 9 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.** AYSO 9 will receive payment of such GRANT funds as follows:

- A. AYSO 9 shall submit evidence of completion of or portions of the SERVICES to the DISTRICT; the DISTRICT shall pay AYSO 9 two

sevenths the amount requested for each portion requested, the total amount not to exceed \$30,000.

4. **USE OF GRANT.** Use of the GRANT will be subject to the express terms and conditions of this Agreement.
5. **PERMITS AND LICENSES.** AYSO 9, 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 Project; or by July 1, 2019, if no SERVICES have been rendered.
8. **USE OF THE IMPROVEMENT.** The improvement shall become property of the DISTRICT upon completion. AYSO 9 and DISTRICT shall jointly use the facility. AYSO 9 and DISTRICT shall both be responsible for maintaining the improvement to industry standards to ensure safe operations. AYSO 9 and DISTRICT shall meet and confer on an as needed basis to discuss these responsibilities.
9. **HOLD HARMLESS.** AYSO 9 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, AYSO 9 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.
10. **ASSIGNABILITY.** AYSO 9 will not assign this Agreement without DISTRICT's prior written approval.
11. **INDEPENDENT CONTRACTOR.** AYSO 9 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 AYSO 9 as to the details of doing the work or to exercise a measure of control over the work means that AYSO 9 will follow the direction of DISTRICT as to end results of the work only.
12. **COMPLIANCE WITH LAW.** AYSO 9 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 AYSO 9 in any action or proceeding against AYSO 9, whether DISTRICT be a party thereto or not, that AYSO 9 has violated any such ordinance or statute in performance of this Agreement will be conclusive of that fact as between DISTRICT and AYSO 9.

13. **NON-DISCRIMINATION.** AYSO 9 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 AYSO 9 pursuant to this Agreement, AYSO 9 will not unlawfully discriminate against any other person on the grounds of sex, race, creed, color, national origin, religion, age, marital status, or disability.
14. **WAIVER.** In no event will any payment by DISTRICT or any acceptance of payment by AYSO 9 hereunder constitute or be construed as a waiver by DISTRICT or AYSO 9 of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of DISTRICT or AYSO 9, 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 AYSO 9 with respect to such breach or default.
15. **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.
16. **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.
17. **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. AYSO 9's President or designee may execute any such amendment on behalf of AYSO 9.
18. **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.

AMERICAN YOUTH SOCCER  
ORGANIZATION REGION 9

  
Bob Tokin  
Regional Commissioner

CONEJO RECREATION AND  
PARK DISTRICT

  
Jim Frier  
General Manager



**UNITED CARPORTS LLC**  
 7280 SYCAMORE CANYON BLVD  
 RIVERSIDE, CA 92508  
 LIC# 1005529

DATE

07/26/18

**CUSTOMER INFO**

<b>NAME:</b> AYSO Region 9 - Attn: Tom Skaff / Bob Tokin		<b>SALES REP:</b> Garrett Ext.7
<b>INSTALL ADDRESS:</b> 1300 E. Janes Rd		<b>CITY:</b> Thousand Oaks
<b>ST:</b> CA	<b>ZIP:</b> 91362	<b>COUNTY:</b> Ventura
<b>MAILING ADDRESS:</b>		
<b>PHONE:</b> Tom - (805) 427-4533		<b>ALT PHONE:</b>
<b>EMAIL:</b> (Tom) skaffhelping.others@gmail.com / (Bob) rtokin@gmail.com		<b>PURCHASE ORDER #</b>

DIMENSIONS	FRAME WIDTH	ROOF LENGTH	FRAME LENGTH	LEG HEIGHT
Roof width will have approximately 6" of overhang on A-frame and Vertical style roofs.	30'	70'	70'	12'
<b>COLORS</b>	ROOF: light stone SIDES: white		TRIM: light stone	
<b>ROOF STYLE</b>	Vertical Roof (Vertical Paneling)		TOTAL QUANTITY	
<b>PANEL GAUGE</b>	26 Gauge PBR			
<b>SIDE WALLS</b>	Fully Enclosed Side (VERTICALLY Paneled)		2	
<b>END WALLS</b>	Fully Enclosed End (VERTICALLY Paneled)		2	
<b>GABLE ENDS</b>				
<b>EXTRA PANELS</b>				
<b>ROLL UP DOORS</b>	2	10'x10'	0	2
<b>SECTIONAL DOORS</b>	0		0	
<b>WALK IN DOORS</b>	36"x80" (In-Swing RIGHT - White)		2	
<b>WINDOWS</b>				
<b>HEADERS</b>				
<b>ANCHORS</b>	Interior Mounts and Concrete Bolts		Inc	
<b>COLOR SCREWS</b>	Color Match Screws		Inc	
<b>FOAM INSERTS</b>	Full Foam and Door Seal Package		Inc	
<b>SKYLIGHTS</b>	3'x8' Skylight Panels		4	
<b>PARTITION WALL</b>	30' Wide Single Side Partition		1	
<b>EZ Vent System</b>	Ridge Vent System		Inc	
		STRUCTURE (Before Plans) - \$30,137		
		CONCRETE - \$13,950		
		ELECTRICAL - (BY OTHER)		
<b>TOTAL PROJECT:</b>				<b>44,087.00</b>

<b>SUB-TOTAL</b>	44,087.00
<b>PLAN FEES</b>	950.00
<b>EQUIPMENT FEE</b>	0.00
<b>ADDITIONAL LABOR</b>	0.00
<b>TOTAL</b>	45,037.00
<b>DEPOSIT</b> 10%	4,408.70
<b>PAYMENT SCHEDULE</b>	
Engineered Plans and Calculations \$575	575.00
Structural Elevations Added \$375	0.00
Concrete Payment Once Pour Has Been Completed \$12,555	0.00
40% Due Once Fabrication Starts, 1 Week Prior To Install \$12,054.80	0.00
	0.00
	0.00
<b>BALANCE DUE ON DAY OF COMPLETION</b>	<b>\$ 40,053.30</b>
ANY CHANGES TO THE PROJECT WILL BE MADE WITH A CHANGE ORDER THAT BOTH PARTIES WILL SIGN AND AGREE UPON.	

**SPECIAL NOTES:**

\*Speak to Tom Skaff regarding skylight placement once you start working on the roof.  
 \*Restrooms on site (if possible please have open for our crew members during construction.)

IS THE LOT CURRENTLY LEVEL?  YES  NO  
 IS ELECTRICITY AVAILABLE?  YES  NO  
 FOUNDATION TYPE?  CONCRETE  GROUND  ASPHALT  OTHER

\*LOT MUST BE LEVELED BY CUSTOMER BEFORE INSTALL.  
 (If lot is not level at the time of installation, a return trip fee and additional labor charge will apply.)  
 \*\*Frame is 1' shorter than the roof length (example: a 12'x21' frame is 12'x20' with a 5" overhang on each end).

I agree that all of the details listed above on my order are correct including contact information, color selections, measurements and structure options. By signing below I agree to the contract price and payment terms listed above. Contract terms and conditions are continued on pages 2-4.

If this order is not placed into production within 90 days from signing this agreement, order will be adjusted to current pricing based on material cost increases in the steel industry. You will be notified and a change order will be provided.

DocuSigned by:  
**Bob Tokin** 7/29/2018  
 CUSTOMER'S SIGNATURE DATE

JOB COMPLETED INSTALLED ON

**UNITED CARPORTS LLC.**  
 7280 Sycamore Canyon Blvd. Riverside, CA 92508  
 Ph. and Fax 900-757-6742  
 www.unitedcarports.com

**PROPOSAL:**

The Terms and Conditions and Maintenance Instructions on page 2 are a part of this Contract. This Contract is made as of the date of written acceptance by United Carports LLC. (Contractor), between Contractor and (Owner) listed below:

OWNERS NAME: AYSO Region 9  
 JOB ADDRESS: 1300 E. Janss Rd. Thousand Oaks, CA 91382  
 CONTACT NUMBER: (805) 427-4533  
 ADDITIONAL CONTACT NUMBER:  
 EMAIL ADDRESS: rnkln@gmail.com and skaffhelping.others@gmail.com

SCOPE OF WORK:	DETAILS:	GRADING COST:	\$0.00
GRADING: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			
<hr/>			
CONCRETE PSI: 2500			
FOUNDATION DIMENSIONS: 30.0 x 70.0 SQ	2,100.0	FOUNDATION THICKNESS: 4"	
REBAR IN SLAB: #4	REBAR SPACING: 32" C/C	CONCRETE ADDITIVES: None	
FOOTING SIZE: 12" x 18"	FOOTING LENGTH: 140 (FEET)	REBAR IN FOOTINGS: #4	
ADDITIONAL SPECS: 6"x6" Thickened Edges on End Walls			\$13,950.00
<hr/>			
SIDEWALK SIZE: x	SQ FT: 0.0	SIDEWALK THICKNESS: None	
REBAR IN SIDEWALK: None			\$0.00
<hr/>			
APRON OR DRIVEWAY DIMENSIONS: x		CONCRETE THICKNESS: 4"	\$0.00
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FINISH:	<input type="checkbox"/> BROOM WET JOINTS	<input checked="" type="checkbox"/> HARD TROWELED SAW CUT JOINTS	<input type="checkbox"/> NO JOINTS \$0.00
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PUMPER REQUIRED: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	( IF NO, UNITED CARPORTS WILL NEED ACCESS FOR TRUCK TO TAILGATE ON ALL SIDES OF THE SLAB )		\$0.00
<hr/>			
OTHER:		ADDITIONAL COST:	\$0.00
<hr/>			
OTHER:		ADDITIONAL COST:	\$0.00
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10% Upon Acceptance	1,395.00		\$13,950.00
50% Framing and Prep Complete	6,975.00		
40% Due upon Day of Pour	5,580.00		

For the Total Sum of 13,950.00

**ADDITIONAL INFORMATION:**

Any other flat work that you would like to add while our crew is on-site we can pour for \$4.75 PSF. This does not include rebar. If you would like to add rebar to the flatwork add \$1 PSF.

**UNITED CARPORTS LLC POLICIES:**

Customer is responsible for obtaining any necessary city or county permits if required. This must be done prior to installation. United Carports LLC will not be liable for any ordinance or code violations.

Contract Changes: Any deletions or additions to this Contract must be in writing and signed by all parties hereto and the appropriate expense charges will be reflected accordingly. This contract and any written additions thereto, constitute the entire Contract between Owner and Contractor and no other provisions, expressed or implied, shall be binding. If any portion of this Contract is determined to be invalid, such findings shall not void the balance of the Contract.

Ground Preparation: Unless otherwise stated in this contract, customer is responsible for grading and to provide United Carports LLC a flat level surface upon our crews showing up and the commencement of your project starts.

United Carports LLC will not be responsible or liable for any damages or issues to underground utilities.

Please read page 2 before signing.