

[Grantee]

**AN AGREEMENT FOR  
[TITLE OF GRANT FUND]  
BETWEEN THE CITY OF THOUSAND OAKS AND  
[GRANTEE]**

THIS AGREEMENT, is made and entered into this [Date] day of [Month] 2019 by and between the **CITY OF THOUSAND OAKS**, a municipal corporation (herein referred to as "City"), and [Grantee], (herein referred to as "Grantee"). Pursuant to City Council action on [Date], City awarded Grantee a [Title of Grant Fund] grant totaling \$00,000 for [Event/Project/Service Name].

This Agreement, therefore, sets forth the terms and conditions for this [Grant Title] Grant Award effective [Date] and ending [Date]. Grantee will be responsible for administering the following agreement terms in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. By signing this document, City and Grantee agree as follows:

**1. DESCRIPTION OF [EVENT, PROJECT or SERVICE]**

The [event or project] to be performed by Grantee is as follows: [THIS IS WHERE YOU DETAIL THE EVENT, PROJECT or SERVICE] Grantee warrants that funds granted by this Agreement shall be used solely for [Event/Project/Service Name] and as further described in "Section 8 Project Goals and Outcomes" of the Grantee's application attached as Exhibit "A." If the Project that is to be funded under this Agreement is canceled or substantially altered, Grantee agrees to notify the City and to be subject to the City's request to refund the grant amount in full or in part.

- (a) Grantee warrants that funding is for a project of wide community benefit within the City of Thousand Oaks.
- (b) Grantee agrees to follow all guidelines established in Application Criteria attached as Exhibit "B".
- (c) Grantee agrees to complete and submit the Performance Report attached as Exhibit "C" and detailed in Section 5 below.

**2. GRANT PAYMENT**

- (a) The total grant payable to Grantee by City for services under this Agreement SHALL NOT exceed the sum of \$00,000 (herein "Not to Exceed Amount"), as part of the City of Thousand Oaks Community Grant Program.
- (b) The Project funded under the term of this Agreement shall occur between

[Date] and [Date]. If the project is not completed within said term, City is not obligated to pay the grant. If Project is not completed within the term, Grantee shall return the full grant award to the City. The term may be extended if agreed to by both parties in writing.

- (c) The grant funds shall be paid to Grantee by City as follows: [terms of payment].

**[Use the following payment terms if all or a portion of the awarded grant funds are to be paid to CVUSD, CRPD or another third party]**

Following execution of this Agreement and in accordance with Grantee's project agreement with the [Conejo Valley Unified School District (CVUSD)] or [Conejo Recreation and Park District (CRPD)], funds totaling \$00,000 will be payable directly to CVUSD by the City as progress payments as work is satisfactorily completed.

The City will also pay \$0,000 directly to Grantee for project administration expenses. Each payment request must be accompanied by an itemized description and /or justification for each cost incurred by Grantee.

### **3. PERMITS AND LICENSES**

The Grantee, at its sole expense, will obtain and maintain during the term of this Agreement, all appropriate permits, licenses and certificates that may be required in connection with the performance of the services under this Agreement.

### **4. HOLD HARMLESS AND INDEMNITY**

(a) **Hold Harmless for Grantee's Damages.** The Grantee holds the City, its elected officials, officers, and employees, harmless from all Grantee's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Grantee, to the Grantee's employees, to Grantee's volunteers, contractors or subcontractors, whether damages, losses, injuries or liability occur during the work required under this Agreement, or occur while Grantee is on City property, or which are connected, directly or indirectly, with the Grantee's performance of any activity or work required under this Agreement.

(b) **Defense and Indemnity of Third Party Claims/Liability.** Grantee shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of the Grantee

or Grantee's volunteers, contractors, subcontractors, or the willful misconduct of the Grantee or Grantee's volunteers, contractors, subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

- (c) **No Waiver.** The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in Section 13.
- (d) **Prevailing Wages.** Under California Labor Code Section 1720 the granting of public funds may subject a project to the payment of prevailing wages. Acceptance of the grant requires the Grantee to indemnify the City against any claims that prevailing wages are owed from the project.

## 5. **PERFORMANCE REPORTS**

Grantee agrees to submit to a performance report on Grantee's project or service. A "Performance Report" form is attached to this Agreement (Exhibit "C") for Grantee to complete and return to City. Grantee agrees to prepare and submit the report in a timely manner and within a maximum of 30 days from completion of project. **[Use this additional requirement for Social Services Grants:]** Grantee agrees to complete and submit report documenting services provided to unduplicated Thousand Oaks residents within a maximum of 30 days of achieving goal but not later than 5 days after contract expiration date.

## 6. **GRANT MONITORING**

City's representative may visit Grantee's offices or project site to evaluate project or service. Pursuant to the terms of Section 10 below, Grantee will allow City's representative to inspect and audit records demonstrating that funds were expended for approved costs to deliver the service(s) described in Section 1 above.

## 7. **UNEXPENDED FUNDS**

These **[Title of Grant Fund]** funds are provided for the program described in Section 1 above. If the program ceases before all funding is expended, if the funds are not used for the authorized purpose, or if the funds are not properly expended within the term required, the funds shall be returned or reimbursed to the City.

**8. RELATION OF THE PARTIES**

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Grantee be considered an officer, agent, servant or employee of City. The Grantee shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

**9. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE**

The acceptance by Grantee of the payment and acceptance by the City of a final report prepared by Grantee made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to for anything done, furnished, or relating to such Grantee's work or services. Approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Grantee, its volunteers, employees, subcontractors, agents and for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by the City for and defect or error in the work prepared by Grantee, its volunteers, employees, subcontractors, or agents.

**10. AUDIT OF RECORDS**

At any time during normal business hours and as often as it may deem necessary, the Grantee shall make available to a representative of the City for examination of all its records with respect to all matters covered by this Agreement and will permit City to audit, examine and/or reproduce such records. Grantee will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this Agreement.

**11. WAIVER; REMEDIES CUMULATIVE**

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and

invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

## **12. CONSTRUCTION OF LANGUAGE OF AGREEMENT**

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

## **13. INSURANCE**

- (a) Grantee shall, at Grantee's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry workers' compensation statutory benefits, as required by law. Grantee shall also, at Grantee's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry: General Personal Injury/Property Damage Liability insurance and Automobile Liability insurance with liability limits of not less than \$2,000,000 each claimant, and \$2,000,000 each occurrence for the injury or death of a person or persons, and property damage (which policy may have an aggregate annual limit, but in an amount of no less than \$2,000,000).
- (b) All insurance policies shall be issued by a financially responsible company or companies authorized to do business in the State of California. City, its elected officials, officers and employees, shall be named as an additional insured. Grantee shall provide City with copies of certificates (on certificate form or an Accord form, as modified per City direction) for all policies, with the appropriate named additional insured coverage, and an endorsement that they are not subject to cancellation without 30 days prior written notice to City.

## **14. TERMINATION BY CITY**

City, by notifying Grantee in writing, may upon 30 calendar day notice, terminate without cause, any portion or all of the services agreed to be performed under this Agreement. In the event termination is for cause, no notice period need be given. In such event, Grantee shall be paid only to the extent required by law. Otherwise, the grant funds awarded to Grantee shall be payable by City to Grantee within 30 days following submission of a final statement by Grantee or as otherwise stipulated in Section 2.

**15. AUTHORIZATION**

Each party has expressly authorized the execution of this Agreement on its behalf to bind each party, and its respective administrators, officers, directors, districts, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint ventures, insurance carriers, and any others who may claim through it, to this Agreement.

**16. MODIFICATIONS**

Any changes to the terms of this Agreement may be modified only upon mutual written consent of City and Grantee.

**17. PARTIAL INVALIDITY**

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**18. NON-APPROPRIATION OF FUNDS**

Payments due and payable to Grantee for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of City funds. In the event City has not appropriated sufficient funds for payment of Grantee services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

**19. MITIGATION OF DAMAGES**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**20. GOVERNING LAW**

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in the Superior Court of Ventura County.

**21. NONDISCRIMINATION**

The Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**22. CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

**23. ENTIRE AGREEMENT BETWEEN PARTIES**

Except for Grantee's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services and contains all of the covenants and agreements between the parties with respect to said services. Any modifications of this Agreement will be effective only if it is in writing and signed by the party to be charged.

**24. NOTICES**

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:            [City Department]  
                          [Department Contact]  
                          City of Thousand Oaks  
                          2100 Thousand Oaks Boulevard  
                          Thousand Oaks, CA 91362

TO GRANTEE:      [Organization]  
                          [Contact]  
                          [Street Address]  
                          [City, State, Zip]

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

GRANTEE (Two Signatures Required)

CITY OF THOUSAND OAKS

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Andrew P. Powers, City Manager

GRANTEE:

ATTEST:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
Cynthia M. Rodriguez, City Clerk

APPROVED AS TO FORM:

Office of the City Attorney

\_\_\_\_\_  
Patrick Hehir, Assistant City Attorney

Attachments: Exhibit "A" – Grantee's Application  
Exhibit "B" – Grant Application Criteria  
Exhibit "C" – Performance Report Form

## EXHIBIT "B"

### GRANT APPLICATION CRITERIA [TITLE OF GRANT FUND]

- A. Grant funding must be used solely to promote or support projects, events or services that benefit a wide cross-section of Thousand Oaks residents.
- B. Applicant must be a public agency or a non-profit organization with a valid Internal Revenue Service Code 501 (c) 3 designation or submit the funding application through a non-profit organization serving as the fiscal receiving agent on behalf of applicant to receive and administer the grant funding for the project.
- C. Organizations applying for funds must provide a record of community benefit and/or fund-raising efforts, financial statements (if formal financial statements are not available, the applicant should submit similar document or explanation), and accountability, including: mission statement; annual report; and budget. Where applicable, the Community Funding Review Committee and City Council will consider the organization's record of use of public funds and whether previous years' funds were used for the stated purpose(s).
- D. Applicants must submit with their application the written approval of the property owner on which the proposed activity is to take place.
- E. No member of any sponsoring organization shall receive any compensation for services or activities funded by the grant program.
- F. Funding is not eligible for a purpose that is religious or political in nature and may not be utilized for fundraising activities.
- G. Organizations must provide supervision for minors and must provide equipment and supplies as necessary for the proposed activity.
- H. Organizations must submit a completed City-provided grant application, including a project proposal with a scope of work, payment terms and accounting procedures, prior to beginning any work. A project performance report must be submitted to the City upon completion of the project.
- I. Organizations must enter into a written grant funding agreement with the City and grant funds must be used solely for the purposes described in the grant application. If the activity to be funded is significantly altered after the grant funding agreement is signed, the organization must notify the City, and may be subject to City request to refund grant amount, in full or in part.
- J. Organizations that receive grant awards will be required to have insurance

coverage in an amount equal to or surpassing the minimum standards set forth by City. Organizations may submit a written request for a modification or waiver of the insurance requirements as outlined in subsections 13 (a) and (b) of the Agreement. A request for modification or waiver shall set forth all pertinent reasons, information and documentation supporting a modification or waiver of the insurance requirement for the City's consideration.

**[Use these additional criteria for Community Enhancement Grants]**

- K. Funded activities must take place within the boundaries of the City of Thousand Oaks.
- L. The minimum grant award per organization is \$2,000, and the maximum grant award per organization per year is \$5,000.
- M. Grant funds can be used to purchase materials and supplies as well as provide general project support to qualified organizations providing community beautification or enhancement projects that benefit a wide cross-section of the Thousand Oaks community. Examples of eligible projects include, but are not limited to, projects such as litter collection, weed abatement, waste reduction programs, recycling, household hazardous waste management, universal waste recycling, storm water quality improvements, landscaping, composting, mulching, and public outreach and education programs. The projects may be conducted in a single area such as a public school, city street, open space area, public right-of-way, or in a regional or citywide area.

**[Use these additional criteria for Community Events Grants]**

- K. Community, arts and cultural activities and events must take place within the boundaries of the City of Thousand Oaks with the exception of school performance groups representing the City of Thousand Oaks at competition events located outside of the city.
- L. Grant funding to an organization may not exceed 10% of the annual funding allocation or 10% of the organization's total annual budget, whichever is less. Grants in support of team events may not exceed \$100 per individual team member.
- M. Of the total annual Community Grants funding allocation, up to 85% of the funds will be awarded through the Community Funding Review Committee (CFRC) and 15% of the funds will be held in reserve for City Council to approve unanticipated off-cycle grant requests.
- N. Organizations must demonstrate the ability to raise matching funds for the amount requested.

**[Use these additional criteria for Social Services Grants]**

- K. Funded activities must serve City of Thousand Oaks residents.
- L. Funding recommendations for specific agencies will be placed in ranking order for funding consideration within the following three categories (in priority order):
  1. Organizations providing unduplicated, essential services meeting identified and priority community needs of lower-income families. These would be existing services by agencies having proven financial controls and management skills. The objective is that funding should not be reduced from a recommended amount, if at all possible.
  2. Funding for the maintenance of an existing program providing much needed services to predominantly lower-income families.
  3. Funding programs by existing agencies that would address recognized needs for all income groups in Thousand Oaks. Those programs can be new or those with a proven, track record.

**[Use these additional criteria for Sports Facilities Grants]**

- K. Funded activities must take place within the boundaries of the City of Thousand Oaks.
- L. Grant funding to an organization may not exceed 10% of the annual funding allocation and cannot exceed \$25,000.
- M. Projects taking place on Conejo Valley Unified School District (CVUSD) or Conejo Recreation and Park District (CRPD) property may require that contractor agreements be administered by CVUSD or CRPD with grant funding paid directly to CVUSD or CRPD by City for payment to the contractor on behalf of Grantee.
- N. Projects taking place on CVUSD property may require Division of the State Architect (DSA) approval.
- O. Organizations must demonstrate the ability to raise matching funds for the amount requested.