

**SERVICE GRANT AGREEMENT**  
(City of Calabasas/Calabasas Rotary Foundation)

**1. IDENTIFICATION**

THIS SERVICE GRANT AGREEMENT ("Agreement") is entered into by and between the City of Calabasas, a California municipal corporation ("City"), and Calabasas Rotary Foundation, a California, nonprofit corporation ("Contractor").

**2. RECITALS**

- 2.1 City understands that social, cultural, civic, and other similar projects are beneficial to the residents of Calabasas and the surrounding areas.
- 2.2 City has determined that it is in the best interest of the City to make a "Service Grant" (as that term is defined in Section 5, below) to assist Contractor in developing and implementing a program for providing critical social services (the "Project") to the residents of the City ("the Project").
- 2.3 Contractor represents that it is fully qualified to carry out the Project.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

**3. CONTRACTOR'S SERVICES**

Contractor shall develop the Project as described in this Agreement and in any subsequent correspondence from the City in connection with specific grants under this Agreement and in accordance with applicable law.

**4. PERMITS AND APPROVALS**

Contractor shall obtain, at its sole cost and expense, all permits and regulatory approvals necessary in the performance of this Agreement.

**5. CITY SUPPORT**

City shall support the development of the Project with cash contributions and/or in-kind services as City shall from time to time determine. Each contribution shall be accompanied by a letter referencing this Agreement and specifying any additional refinement of the Project for which the granted funds are to be spent. Contractor hereby agrees and covenants to use the Service Grant exclusively in accordance with this Agreement.

**6. REPORTS**

Contractor shall submit to the Community Services Director reports on the progress, planning, and financial status of the Project promptly upon request and in no event less than

annually and upon completion of the Project. Reports on the progress of the Project shall include but not be limited to the funds expended under this agreement, with reference to each grant hereunder and the terms of such grants, and the remaining balance of each grant, if any.

7. **RECORDS AND INSPECTIONS**

Contractor shall maintain full and accurate records with respect to each grant pursuant to this Agreement for a period of three years after the sooner of (i) the expiration or termination of this Agreement or (ii) the date Contractor receives a grant. City shall have the right to examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all data, documents, proceedings, and activities with respect to Consultant's performance under this Agreement.

8. **RELATIONSHIP OF PARTIES**

Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise to act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of City. Contractor acknowledges that City's relationship to Contractor is solely as a grantor and that City bears no responsibility or liability for any harm which may arise from the activities of Contractor. Contractor shall maintain such insurance and risk management practices as it deems prudent and will not look to City for either insurance or risk management advice.

9. **NOTICES**

Any notices, bills, invoices, or reports required by this Agreement shall be sent to:

If to City

City of Calabasas  
26135 Mureau Road  
Calabasas, CA 91302  
Attn: Community Services Director  
Telephone: (818) 878-4225  
Facsimile: (818) 878-4215

If to Contractor:

*Calabasas Rotary Foundation  
c/o Manny Fernandez D.D.S.  
22600 Ventura Blvd. #204  
Woodland Hills, CA 91364  
Telephone: (818) 225-0046  
Facsimile: (818) 225-1318*

With courtesy copy to:

Michael G. Colantuono  
Calabasas City Attorney  
Colantuono & Levin, PC  
555 West Fifth Street, 31st Floor  
Los Angeles, CA 90013-1018  
Telephone: (213) 533-4146  
Facsimile: (213) 533-4191

**10. TERMINATION**

- 11.1 City or Contractor may terminate this Agreement for any reason or no reason on thirty (30) calendar days' written notice to the other party. Contractor agrees to cease all work under this Agreement on or before the effective date of any notice of termination and to promptly return to City any funds received from City which remain unexpended on the termination date.

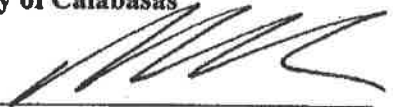
**11. GENERAL PROVISIONS**

- 12.1 Contractor shall not delegate, transfer, subcontract or assign its duties or rights hereunder, either in whole or in part, without City's prior written consent.
- 12.2 In the performance of this Agreement, Contractor shall not discriminate against any Project participant, volunteer, vendor, employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition or on any other unlawful basis.
- 12.3 This instrument, together with subsequent letters from City to Contractor accompanying specific grants hereunder, constitutes the entire Agreement between City and Contractor with respect to the City's sponsorship of the Project. No other oral or written agreements are binding upon the parties. Except as to letters from the City to Contractor accompanying specific grants hereunder, amendments to this Agreement shall be effective only if made in writing and executed on behalf of both the City and Contractor.
- 12.5 The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

12.6 If any term or provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law. To this end, the provisions of this Agreement are severable.

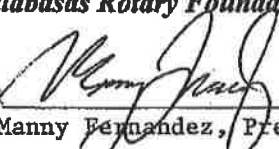
**TO EFFECTUATE THIS AGREEMENT**, the parties have caused their duly authorized representatives to execute this Agreement on the dates set forth below.

**"City"**  
City of Calabasas

By:   
Anthony M. Coroalles, City Manager

Date: 6/22/07

**"Contractor"**  
Calabasas Rotary Foundation


By:   
Manny Fernandez, President

Date: 6/28/07

By: \_\_\_\_\_


Date: \_\_\_\_\_

Attest:

By:   
Robin Parker, City Clerk

Date: 7/20/07

Approved as to form:

By:  6/25/07  
Michael G. Colantuono, City Attorney