



COMMUNITY SERVICE GRANT AGREEMENT FOR MEASURE O TAX ALLOCATION

City of Weed/ Weed Recreation and Parks District

1. **IDENTIFICATION**

THIS COMMUNITY SERVICE AGREEMENT (“Agreement”) is entered into by and between the City of Weed, a California municipal corporation (“City”), and _____ *[enter grantee’s name]* a _____ *[enter grantee’s legal status e.g., individual, partnership, corporation, nonprofit public benefit corporation, limited liability company and, if applicable, State of incorporation/organization]* (“Grantee”).

2. **RECITALS**

- 2.1 City understands that social, cultural, civic, and other similar projects are beneficial to the residents of Weed and the surrounding areas.
- 2.2 City has determined that it is in the best interest of the City to make a community service grant to assist in the project proposed by Grantee as described in Exhibit A (“Grant Application”).
- 2.3 Grantee represents that it is fully qualified to carry out the Project by virtue of the experience, training, education, and expertise of its principals and employees.

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

3. **TERM**

The term of this Agreement shall commence at 12:00 a.m. on **July 1, 2026**, and shall expire at 11:59 p.m. on **June 30, 2027** (“Term”), unless extended by written agreement of the parties or terminated earlier in accordance with Section 13 of this Agreement.

4. **GRANTEE’S SERVICES**

Grantee shall develop the Project substantially as described in the Grant Application, attached hereto as Exhibit A. The City’s obligation to provide funding under this Agreement is conditioned upon Grantee’s development of the Project substantially as described in the Grant Application, which may be amended only with the City’s written consent.

5. CITY’S SUPPORT

City shall support the development of the Project with cash contributions, in-kind services, or both as set forth in the Schedule of City Support, attached hereto as Exhibit A (the “Community Service Grant”), after City Council allocation and approval. The grantee agrees and covenants to use the Community Service Grant exclusively for the development of the Project/Event.

6. REPORTS

Grantee shall submit to the **Finance Director** reports on the progress, planning, and financial status of the Project promptly upon request and in no event less than annually during the Term and upon completion of the Project. Reports shall include information about the status of the Community Services Grant, including, but not limited to, the expenses paid by the Community Services Grant and any remaining balance of the Grant. **Reports will be reviewed by the Measure O Recommendation Committee annually.**

7. RECORDS AND INSPECTIONS

Grantee shall maintain full and accurate records with respect to this Agreement for a period of three years after the Grantee receives the payment referenced in Section 5 of this Agreement. 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 Grantee’s performance under this Agreement.

8. RELATIONSHIP OF PARTIES

Grantee is, and shall at all times remain as to City, a wholly independent contractor. Grantee 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. City and its agents shall have no control over the conduct of Grantee or any of Grantee’s employees, except as set forth in this Agreement. Grantee shall not represent that it is, or that any of its agents or employees are, in any manner employees of City.

9. ACKNOWLEDGMENT OF THE CITY OF WEED

Grantee shall ensure that City is recognized as a donating sponsor of the Project in any publicity, news releases, printed matter, and other public information regarding this Project. Grantee shall further ensure that City’s logo is included in all marketing material and print advertisement.

10. INDEMNIFICATION

- 10.1 To the fullest extent permitted by law, Grantee shall indemnify, hold harmless, and defend City, its officers, agents, employees and volunteers (“City Indemnified Parties”) from and against any and all claims, losses, and costs or expenses for

any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Grantee or any of its officers, employees, servants, agents, or subcontractors in the development of the Project and in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 10.2 Section 10.1 of this Agreement shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.

11. INSURANCE

- 11.1 During the term of this Agreement, Grantee shall carry, maintain, and keep in full force and effect insurance against claims for death, injuries to persons, or damages to property that may arise from or in connection with Grantee's performance of this Agreement, as set forth below:

11.1.1 Comprehensive General Liability Insurance with minimum limits of Two Million Dollars (\$2,000,000) for each occurrence and in the aggregate for any personal injury, death, loss or damage of property. **Depending on the nature of the Project/Event, a higher limit may be required.**

11.1.2 Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of One Million Dollars (\$1,000,000) per claimant and One Million dollars (\$1,000,000) per incident. ****Automobile Liability Insurance Coverage for the Senior Van is under the umbrella of the City of Weed** Any other automobile coverage, outside of the Senior Van, that may be required would fall under this chapter.**

11.1.3 Worker's Compensation insurance as required by the laws of the State of California.

- 11.2 Should the Project require the use of subcontractors (as opposed to employees or volunteers), Grantee shall require each of its subcontractors to maintain insurance coverage that meets all of the requirements of this Agreement.

- 11.3 The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California and with a rating of at least A:VII in the latest edition of Best's Insurance Guide and shall be primary to any coverage available to the City Indemnified Parties.

- 11.4 Grantee agrees that if it does not keep the insurance, as set out in this Section 11 of the Agreement, in full force and effect, City may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay the premium at Grantee's expense.

- 11.5 At all times during the term of this Agreement, Grantee shall maintain on file with the City Clerk's Office an insurance policy endorsement and a certificate or certificates of insurance showing that the aforesaid insurance policies are in effect in the required amounts and naming the City Indemnified Parties as additional insureds. Grantee shall, prior to commencement of work under this Agreement, file with City's Risk Manager such endorsement and certificate(s).
- 11.6 Grantee's procurement of insurance shall not be construed as a limitation of Grantee's liability or as full performance of Grantee's duties to indemnify, hold harmless and defend under Section 10 of this Agreement.

12. NOTICES

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

If to City:

City of Weed
550 Main Street
Weed, CA 91302
Telephone: (530) 9 3 8 -
5 0 2 0

If to Grantee:

Name of
Grantee: _____
Street Address or P.O. Box
City, State Zip Code
Telephone: () ____ - ____
Email

13. TERMINATION

- 13.1 City may terminate this Agreement for any or no reason on five calendar days' written notice to Grantee. Grantee may terminate this Agreement for any reason on sixty calendar days' written notice to City. Grantee 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 for the purposes specified in this Agreement on the termination date.
- 13.2 If City terminates this Agreement due to no fault or failure of performance by Grantee, then Grantee shall be paid based on costs actually incurred by Grantee in good faith reliance on the City's approval of this Agreement. In no event shall Grantee receive by virtue of this Agreement more than the amount shown in Exhibit B (Council Approved City Support) for the full performance of this Agreement.

14. GENERAL PROVISIONS

- 14.1 Grantee shall not delegate, transfer, subcontract, or assign its duties or rights under this Agreement, either in whole or in part, without City's prior written consent.

- 14.2 In the performance of this Agreement, Grantee 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, medical condition, or on any other unlawful basis.
- 14.3 This instrument, together with your attached application, constitutes the entire Agreement between City and Grantee with respect to the City's sponsorship of the Project described in the application. No other prior oral or written agreements are binding upon the parties. Amendments to this Agreement shall be effective only if made in writing and executed by both the City and Grantee.
- 14.4 Grantee acknowledges that City would not enter into this Agreement but for Grantee's statements contained in the Grant Application.

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 Weed

"Grantee" _____
Name of Company or Individual

By _____
_____, Mayor

By: _____
Name, Level of Officer

Date: _____

Date: _____

By: _____
Name, Level of Officer

Date: _____

Attest:

By _____
City Clerk

Date: _____

Approved as to form:

By _____
David Ruderman, City Attorney

EXHIBIT B
COUNCIL APPROVED CITY SUPPORT

Weed Recreation and Parks Department
161 E Lincoln Ave
Weed, CA 96094

The City Council, at a meeting held July 9, 2026, considered your request for allocation of Measure O Tax funding. Your allocations are as follows:

Senior Fitness Classes	\$16,000.00
Salaries for Senior Van Driver:	\$22,500.00
Senior Van Fuel	\$5,300.00
Senior Van Maintenance Costs	\$2,000.00
Senior Programs Admin Expense	\$5,031.00

***No funding can be released until the city has received the completed and fully executed Community Service Grant Agreement.**

Your requests for disbursement should be submitted in writing to Christina Britton, Accounts Payable, at least two weeks prior to the time you need the funding.

If you have questions concerning the Measure O allocations or the disbursement of the funding, please contact **Jil Porterfield, Finance Director**, at 938-5020.