

**Grant Agreement
for
Capital Improvements
for the Conejo Recreation & Park District
and
McCrea Ranch Foundation**

Project Title: 100th Anniversary Site Improvements at McCrea Ranch

THIS AGREEMENT, is made and entered into this 16th day of April, 2026, by and between Conejo Recreation and Park District (“DISTRICT”) and McCrea Ranch Foundation (“MCCREA”).

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. MCCREA is a non-profit organization honoring and preserving the legacy of Joel and Frances McCrea by raising and managing funds to support the DISTRICT in the restoration, preservation, and rehabilitation of the McCrea Ranch;
- C. DISTRICT owns the facilities at McCrea Ranch;
- D. MCCREA has a long-standing history of stewardship and preservation of the facilities;
- E. MCCREA is enhancing the facilities with development services of restoration efforts, and development and interpretation, and restoration of the interior and exterior of the facilities at the McCrea Ranch, and will build to DISTRICT standards.

2. **CONSIDERATION.**

- A. As consideration, MCCREA will cause capital improvements (IMPROVEMENTS) as outlined above worth approximately \$900,000. As additional consideration, MCCREA and DISTRICT agree to abide by the terms and conditions contained in this Agreement.
- B. As additional consideration, DISTRICT agrees to grant up to \$450,000 to MCCREA (“GRANT”) from the Capital Improvements Grant Program. Payment is subject to MCCREA’s completion and submittal to DISTRICT, and DISTRICT’s subsequent approval, of documents required by this Agreement.
- C. As additional consideration, MCCREA will provide and be solely responsible for any and all funding for the SERVICES over and above the amount of the GRANT.
- D. As additional consideration, MCCREA will not submit and receive additional grant funding from DISTRICT’s Annual Capital Improvement Grant Program during the duration of this agreement, once this agreement

is completed MCCREA can submit to the annual program for the following fiscal year of the program.

3. **PAYMENT OF FUNDS.** MCCREA will receive payment of such GRANT funds as follows:
 - A. MCCREA shall submit evidence of completion of or portions of the SERVICES to the DISTRICT; the DISTRICT shall pay MCCREA one half the amount requested for each portion requested, the total amount not to exceed \$450,000.
 - B. Funding for YEARS 1, 2, and 3 of the agreement (FY26/27, FY27/28 and FY28/29) shall increase by \$150,000 per year, with any available unrequested funds carrying over to the following year. The remaining balance of all funds will be available by YEAR 3 for the remainder of the agreement.
4. **USE OF GRANT.** MCCREA's use of the GRANT will be subject to the express terms and conditions of this Agreement.
5. **PERMITS AND LICENSES.** MCCREA, 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 June 30, 2035, if no SERVICES have been rendered.
8. **USE OF THE IMPROVEMENT.** The improvement shall become property of the DISTRICT upon completion. DISTRICT shall be responsible for maintaining the improvement to industry standards to ensure safe operations.
9. **HOLD HARMLESS.** MCCREA shall indemnify, defend, and hold harmless DISTRICT, its officers, employees, volunteers and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time out of or in any way related to MCCREA's performance of its obligations of this Agreement, unless solely caused by the gross negligence or willful misconduct of DISTRICT, its officers, employees, or agents. Should DISTRICT, or its elected officials, employees, volunteers, or agents, be named in any suit, or should any claim be against it, or any of its elected officials, employees, volunteers, or agents, by suit or otherwise, whether the same be groundless or not, arising out of the performance of MCCREA of its obligations of this Agreement, MCCREA will defend DISTRICT (with counsel satisfactory to DISTRICT), and its elected officials, employees, volunteers, and agents,

and will indemnify them for any judgment rendered against them or any sums paid out in settlement or otherwise.

10. **ASSIGNABILITY.** MCCREA will not assign this Agreement without DISTRICT's prior written approval.
11. **INDEPENDENT CONTRACTOR.** MCCREA 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 MCCREA as to the details of doing the work or to exercise a measure of control over the work means that MCCREA will follow the direction of DISTRICT as to end results of the work only.
12. **COMPLIANCE WITH LAW.** MCCREA agrees to comply with all laws, regulations, and 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 such laws, regulations, and requirements now in force or which may subsequently be in force. The judgment of any court of competent jurisdiction, or the admission of MCCREA in any action or proceeding against MCCREA, whether DISTRICT be a party thereto or not, that MCCREA has violated any such ordinance or statute in performance of this Agreement will be conclusive of that fact as between DISTRICT and MCCREA.
13. **NON-DISCRIMINATION.** MCCREA 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 MCCREA pursuant to this Agreement, MCCREA will not unlawfully discriminate against any other person on the grounds of race, color, ancestry, national origin, religion, creed, age, disability; mental and physical, sex, gender, sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, military or veteran status and reproductive health decision-making.
14. **WAIVER.** In no event will any payment by DISTRICT or any acceptance of payment by MCCREA hereunder constitute or be construed as a waiver by DISTRICT or MCCREA of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of DISTRICT or MCCREA, 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 MCCREA 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 signed by both Parties. DISTRICT's General Manager may execute any such amendment on behalf of DISTRICT. MCCREA's Commissioners or designee may execute any such amendment on behalf of MCCREA.
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.

MCCREA RANCH FOUNDATION

CONEJO RECREATION AND
PARK DISTRICT

Wyatt McCrea
President

Jim Friedl
General Manager