GRANT AGREEMENT FOR USE OF FISH AND GAME PROPAGATION FUNDS

This Grant Agreement is entered into between the County of Monterey, hereafter referred to as "GRANTOR" and _________, hereafter referred to as "GRANTEE" on this __________.

WHEREAS, County administers funds for the purpose of the propagation and conservation of fish and wildlife, and for educational and youth activities relating to fish and wildlife pursuant to Section 13100 of the State of California Fish and Game Code, and

WHEREAS, the Monterey County Board of Supervisors, upon considering the recommendation of the Monterey County Fish and Game Advisory Commission, has approved the project listed below.

NOW THEREFORE, the Parties mutually agree as follows:

I. GRANTOR agrees to advance the sum of ______ to GRANTEE for implementation of GRANTEE's project entitled,

hereafter referred to as "PROJECT."

II. GRANTEE agrees to:

1. Diligently pursue PROJECT to completion by ______. If PROJECT is not started by this date, GRANTEE will return all grant funds to GRANTOR. If the project is started but not completed by this date, GRANTEE shall request an extension in writing, to the Monterey County Fish and Game Advisory Commission. The Commission reserves the right to extend the completion done on the merits of the request.

2. The GRANTEE may be asked to submit a progress report, either written or verbal, to the Fish and Game Commission on the GRANTEE's project during the term of this agreement.

3. GRANTEE shall submit a final report and/or presentation to the Monterey County Fish and Game Commission within ninety (90) days after the project completion date. The final report shall contain a summary of how the objectives were achieved and the benefits derived from the project.

4. INDEMNIFICATION AND HOLD HARMLESS:

GRANTEE agrees to indemnify, defend and hold harmless the County of Monterey, their officers, agents, and employees from and against any and all claims, liabilities, and losses whatsoever (including, but not limited to, damages to property and injuries to or death of persons, court costs, and attorneys' fees) occurring or resulting to any and all persons, firms, or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with GRANTEE's performance of this agreement.

III. Other Provisions

1. GRANTOR designates its Director of Public Works, Facilities, & Parks or designee to act as its agent in the administration of this Grant Agreement.

2. GRANTEE acknowledges that it is not an agent of the County of Monterey.

BY

GRANTEE

COUNTY OF MONTEREY

BY_____

Director of Public Works, Facilities, & Parks

Vendor Registration Material (Vendor Data Record and Withholding Exemption Certificate, Form 590