



FALLBROOK PUBLIC UTILITY DISTRICT  
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

AGENDA

MONDAY, MAY 13, 2024  
10:00 A.M.

FALLBROOK PUBLIC UTILITY DISTRICT  
990 E. MISSION RD., FALLBROOK, CA 92028  
PHONE: (760) 728-1125

**THIS MEETING WILL BE HELD AT THE ABOVE DATE, TIME, AND LOCATION AND MEMBERS OF THE PUBLIC MAY ATTEND IN PERSON AT THE DISTRICT OFFICE LOCATED AT 990 E. MISSION RD., FALLBROOK, CA 92028. FOR THE CONVENIENCE OF MEMBERS OF THE PUBLIC WHO DO NOT WISH TO ATTEND IN PERSON, FALLBROOK PUBLIC UTILITY DISTRICT PROVIDES A MEANS TO OBSERVE AND PROVIDE PUBLIC COMMENTS AT THE MEETING VIA WEB CONFERENCE USING THE BELOW CALL-IN AND WEBLINK INFORMATION. PLEASE NOTE THAT IN THE EVENT OF TECHNICAL ISSUES THAT DISRUPT THE ABILITY OF MEMBERS OF THE PUBLIC TO VIEW THE MEETING OR PROVIDE PUBLIC COMMENTS THROUGH THE WEB CONFERENCE OPTION, THE MEETING WILL CONTINUE.**

**Join Zoom Meeting**

<https://us06web.zoom.us/j/89613951789?pwd=TVplRnZQOG8xbWZuS1NpTkRyZlZlZz09>

**MEETING ID: 896 1395 1789**

**AUDIO PASSCODE: 651423**

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**PUBLIC COMMENTS:** Members of the public may submit public comments and comments on agenda items in one of the following ways:

**SUBMIT COMMENTS BEFORE THE MEETING:**

- By emailing to our Board Secretary at [leckert@fpud.com](mailto:leckert@fpud.com)
- By mailing to the District Offices at 990 E. Mission Rd., Fallbrook, CA 92028
- By depositing them in the District’s Payment Drop Box located at 990 E. Mission Rd., Fallbrook, CA 92028

All comments submitted before the meeting by whatever means must be received at least 1 hour in advance of the meeting. All comments will be read to the Committee during the appropriate portion of the meeting. Please keep any written comments to 3 minutes.

**REMOTEY MAKE COMMENTS DURING THE MEETING:** The Committee Chair will inquire prior to Committee discussion if there are any comments from the public on each item.

- Via Zoom Webinar go to the “Participants List,” hover over your name and click on “raise hand.” This will notify the moderator that you wish to speak during oral communication or during a specific item on the agenda.
- Via phone, you can raise your hand by pressing \*9 to notify the moderator that you wish to speak during the current item.

**MAKE IN-PERSON COMMENTS DURING THE MEETING:** The Committee Chair will inquire prior to Committee discussion if there are any comments from the public on each item, at which time members of the public attending in person may make comments.

**THESE PUBLIC COMMENT PROCEDURES SUPERSEDE THE DISTRICT’S STANDARD PUBLIC COMMENT POLICIES AND PROCEDURES TO THE CONTRARY.**

*If you have a disability and need an accommodation to participate in the meeting, please call the Board Secretary at (760) 999-2704 for assistance.*

**I. PRELIMINARY FUNCTIONS**

CALL TO ORDER / ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS TO AGENDA PER GC § 54954.2(b)

APPROVAL OF AGENDA

PUBLIC COMMENT

*Members of the public are invited to address the Committee on any item that is within the subject matter jurisdiction of the legislative body but not on today's agenda. Prior to each subsequent agenda item, the Committee Chair will inquire if there are any comments from the public. The Committee Chair may limit comments to three (3) minutes.*

**II. APPROVAL OF MINUTES..... (ITEM A)**

A. APRIL 8, 2024 COMMUNITY BENEFIT PROGRAM COMMITTEE MEETING (ATTACHMENT A)

**III. ACTION/DISCUSSION ..... (ITEM B)**

B. PHOTOS FOR WEBSITE

**IV. WORKING GROUP REPORTS .....(ITEMS C-F)**

C. ADMINISTRATIVE PROCEDURES

D. PROPOSAL DEVELOPMENT

E. CONTRACT OVERSIGHT (ATTACHMENTS B&C)

F. PUBLIC OUTREACH

**V. NEW BUSINESS**

**VI. ADJOURNMENT OF MEETING – Next meeting June 10, 2024 at 10:00 a.m.**

\* \* \* \* \*

**DECLARATION OF POSTING**

I, Lauren Eckert, Executive Assistant/Board Secretary of the Fallbrook Public Utility District, do hereby declare that I posted a copy of the foregoing agenda in the glass case at the entrance of the District Office located at 990 East Mission Road, Fallbrook, California, at least 72 hours prior to the meeting in accordance with Government Code § 54954.2.

I, Lauren Eckert, further declare under penalty of perjury and under the laws of the State of California that the foregoing is true and correct.

May 8, 2024  
Dated / Fallbrook, CA

/s/ Lauren Eckert  
Executive Assistant/Board Secretary

Attachment A  
April 8, 2024 Community Benefit Program  
Committee Meeting Minutes



FALLBROOK PUBLIC UTILITY DISTRICT  
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

MINUTES

MONDAY, April 8, 2024  
10:00 A.M.

FALLBROOK PUBLIC UTILITY DISTRICT  
990 E. MISSION RD., FALLBROOK, CA 92028  
PHONE: (760) 728-1125

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**I. PRELIMINARY FUNCTIONS**

CALL TO ORDER / ROLL CALL

Committee Chair Mendelson called the Fallbrook Public Utility District’s Community Benefit Program (“FPUD CBP”) Committee meeting to order at 10:00 a.m.

A quorum was established and attendance was as follows:

Committee Members

Present: Jim Mendelson, Chair  
Anna Marchand, Secretary  
Lila Hargrove  
Jerry Kalman  
Rosie Redmond

Absent: Elana Sterling, Vice Chair  
Leticia Maldonado/Stamos

District Staff Present: Lauren Eckert, Executive Assistant/Board Secretary

Also present: Three people were in attendance.

PLEDGE OF ALLEGIANCE – Committee Member Redmond led the Pledge of Allegiance.

ADDITIONS TO AGENDA PER GC § 54954.2(b) - None

APPROVAL OF AGENDA

MOTION: Committee Member Kalman moved to approve the agenda, as published; Committee Member Redmond seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous  
NOES: None  
ABSTAIN: None  
ABSENT: Two

PUBLIC COMMENT

Committee Chair Mendelson called for public comment on non-agenda items. None were received. Further calls for public comment were made at each agenda item discussion.

**II. APPROVAL OF MINUTES..... (ITEM A)**

A. MARCH 11, 2024 COMMUNITY BENEFIT PROGRAM COMMITTEE MEETING

MOTION: Committee Member Redmond moved to approve the March 11, 2024 FPUD CBP Committee Meeting Minutes, as presented; Committee Member Kalman seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous  
NOES: None  
ABSTAIN: None  
ABSENT: Two

**III. ACTION/DISCUSSION ..... (ITEMS B–H)**

B. MEMBER ABSENCE

Committee Chair Mendelson explained Committee Member Maldonado/Stamos' absence. While she may be unable to personally attend meetings in the immediate future, she will continue to serve the Committee.

C. FALLBROOK LAND CONSERVANCY SUGGESTIONS

Committee Chair Mendelson referred the Committee to the *Suggestions for improving CBP process and or application* from the Fallbrook Land Conservancy regarding revisions to the application and award processes. (Attachment B to the Agenda Package.) During brief discussion, Committee Member Kalman suggested the intent to supplement funding as stated at page 10 of the agenda package, item number 3, be included in the application documents.

D. CONTRACT OVERSIGHT WORK GROUP RECOMMENDATION

Contract Workgroup Chair Marchand requested this topic be deferred to a later agenda item, Workgroup Reports at IV, K.

E. PROPOSAL DEVELOPMENT WORK GROUP ASSESSMENT

Proposal Development Workgroup Chair Hargrove introduced Attachment D to the Agenda package which included recommended additions to the application.

MOTION: Committee Member Redmond moved to add the items listed in Attachment D to the application as presented; Committee Member Kalman seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous  
NOES: None  
ABSTAIN: None  
ABSENT: Two

Proposal Development Workgroup Chair Hargrove introduced Attachment E to the Agenda package which included suggestions for improving the application process. Brief discussion included that the CBP funding supplements funding provided by San Diego County, that there would not be an appeal process and that there are no changes to the scoring rubric at this time.

A broad discussion addressed that CPB funding would be timed with the fiscal year and awarded closer to July. However, additional application steps will increase the time needed to accommodate the application and award processes.

MOTION: Committee Member Kalman moved to adopt the twelve suggestions to the application process listed in Attachment E as presented; Committee Member Redmond seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous  
NOES: None  
ABSTAIN: None  
ABSENT: Two

Proposal Development Workgroup Chair Hargrove introduced Attachment F to the Agenda package which amended the Fact Sheet. One typographical error was noted: debit should be debts.

Discussion ensued about the application and award steps. Secretary Marchand outlined the following sequence of events as the Committee discussed each item:

- 1) Workshop Meeting
- 2) Open Electronic Application Process Online

- 3) Close Electronic Application Process Online
- 4) Opportunity for FPUD to Review Applications for Eligibility
- 5) Proposal Development Workgroup to Assemble and Distribute Application Notebooks
- 6) Committee Members Review Applications and Submit Questions to Proposal Development Workgroup Chair
- 7) Notice Sent to Each Applicant Announcing Next Regularly Scheduled CBP Meeting and that Projects Will be Discussed with Opportunity for Applicant to Respond to the Committee's Questions with Clarification and/or Answers
- 8) Regularly Scheduled CBP Committee Meeting with Agenda Item for each Eligible Application and to Address Requests for Site Visits
- 9) Site Visits, if Requested
- 10) Special Meeting to Report on Site Visits, if applicable
- 11) Committee Members Individually Score Applications and Turn In Scoring Rubric to Proposal Development Workgroup
- 12) Regularly Scheduled CBP Meeting to Discuss Application Scores and Determine Funding Awards
- 13) Secretary Emails Each Applicant about Results of CPB Funding Decisions
- 14) Negotiation and Execution of Award Contracts
- 15) Website Update on *Report of Awards*
- 16) Contract Oversight Workgroup Assigns Project Monitor and Provides Reporting Requirements to Each Award Recipient
- 17) Funding; Accomplished by FPUD
- 18) Reporting Period (Recipient must submit a final report 13 months from the date of this contract's execution.)

Further discussion addressed whether the Committee should entertain a score cut-off which would preclude funding to projects falling below the cut-off score. Concerns about eligibility and whether a project would be a benefit to the community were addressed. Scoring ranges will become increasingly significant in the event application funding requests exceed the funding budget. However, if the majority of Committee members answer the initial question on the scoring rubric as to whether a project should be funded in the positive, then the project will be discussed at the regularly scheduled meeting. If there are insufficient funds to fund every project, then a scoring cut-off will be implemented. A scoring cut-off was not specified.

Committee Chair Mendelson called for a brief break. The meeting resumed at approximately 11:15 a.m.

Josh Guerrettaz made a public comment addressing how the rubric can assist in determining award amounts in the event funding limitations permitted partial awards.



F. INDEMNITY – INPUT FORM LEGAL COUNSEL

Committee Secretary Marchand reported that this action had been deferred for further analysis and would be included in the Contract Oversight Work Group’s report.

G. TIME OF MEETINGS

Discussion ensued as to how the CBP Committee can encourage rate payer participation. Discussion led to agreement that the Workshop meeting invitation can be reworded to include invitations to the rate payers as well as to potential applicants. Meetings will continue at the current day and time. Other suggestions were for Committee Members to make presentations at other organizations.

Prior discussion of a billing statement insert was discussed with FPUD management and reported at this meeting by Committee Member Kalman and Chair Mendelson. They explained FPUD would need to spend about \$1000.00 to publish an insert with a billing statement. As a result of the cost, the insert was abandoned.

H. DISPUTED FACTS

Committee Chair Mendelson announced he will entertain input for the audience to correct any misinformation stated by a Committee Member during the meetings.

**IV. WORKING GROUP REPORTS ..... (ITEMS I–L)**

I. ADMINISTRATIVE PROCEDURES – No report.

J. PROPOSAL DEVELOPMENT – No report beyond the information provided above at III. D.

K. CONTRACT OVERSIGHT

The Contract Oversight Workgroup Chair Marchand reported that all the contracts had been fully executed and funding was complete. She also reported on the communications from two award recipients since the last regularly scheduled meeting. These communications addressed the timing of spending funds prior to the first report due date and the requirement to register a project with the Department of Industrial Relations if the funding is over \$25,000.00.

The Contract Oversight Workgroup Chair Marchand introduced the Report of Awards and requested a Report of Awards be placed on the

FPUD website. Discussion ensued about the purpose and format of the report.

MOTION: Committee Member Redmond moved to adopt the Report of Awards as presented; Committee Member Hargrove seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous  
NOES: None  
ABSTAIN: None  
ABSENT: Two

The Contract Oversight Workgroup Chair Marchand reported that the current contracts are being supervised by her and Committee Member Hargrove. She provided an outline of the proposed reporting requirements recommended by the Work Group. A typographical error on the *List of Expenditures and Accounting* was corrected: It should be of.

MOTION: Committee member Hargrove moved to adopt the reporting requirements as presented; Committee Member Kalman seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous  
NOES: None  
ABSTAIN: None  
ABSENT: Two

The Reporting Requirements will be distributed to each Recipient by the Contract Oversight Workgroup.

The Contract Oversight Workgroup Chair Marchand reviewed the contract revisions proposed by the Workgroup and as outlined on a handout. (See Attachment "A" hereto.)

Josh Guerrettaz made a public comment addressing that the contract language should be more fluid and flexible as to how multiple payments will be made so that there are less hurdles for potential recipients. The Committee Members agreed. The revised language will be presented at the next regularly scheduled meeting.

Committee Chair Mendelson requested that Committee Lila Hargrove inquire with FPUD as to whether the proposed contract revisions may be incorporated into the contract.

- L. PUBLIC OUTREACH – Continued publications are being made.

V. **NEW BUSINESS** - None

VI. **ADJOURNMENT OF MEETING** – *Next meeting May 13, 2024 at 10:00 a.m.*

Committee Members shall submit May Agenda items to Committee Chair Mendelson on or before May 3, 2024.

There being no further business to discuss, on a motion made by Committee Member Kalman, seconded by Committee Member Redmond and passed unanimously, the Community Benefit Committee Meeting of the Fallbrook Public Utility District adjourned at 12:00 p.m.

\_\_\_\_\_  
Chair, Community Benefit Committee

ATTEST:

\_\_\_\_\_  
Secretary, Community Benefit Committee



<p>[Insert Date]                      2<sup>nd</sup> Report</p>	<p><i>of the funding and be submitted with a cover letter, lists of expenditures and accounting, copies of documents evidencing contracts, invoices, receipts, checks, bank statements, credit card statements and payroll expense reports. The report shall be delivered to the District's office.</i></p> <p><del>Recipient must submit a half-yearly report and a final report to [Insert Name &amp; Title] via email at [Insert Email Address] by the following due dates:</del></p>
<p><b>Indemnification</b></p> <p>To the fullest extent permitted by law, Recipient shall indemnify, defend and hold District and the CBP Committee harmless against and from any and all claims or suits for damages or injury arising from Recipient's performance of this Agreement or from any activity, work, or thing done, permitted or suffered by Recipient in conjunction with the performance of this Agreement. Recipient shall further indemnify, defend and hold District harmless against and from any and all claims or suits arising from any breach or default of any performance of an obligation of Recipient hereunder, and against and from all costs, attorneys' fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification. This indemnification obligation shall survive termination of this Agreement.</p>	<p>To the fullest extent permitted by law, Recipient shall indemnify, defend and hold District and the CBP Committee, <i>including CBP Committee members affiliates, managers, attorneys, staff, volunteers predecessors, successors and assignors</i> harmless against and from any and all claims or suits for damages or injury arising from Recipient's performance of this Agreement or from any activity, work, or thing done, permitted or suffered by Recipient in conjunction with the performance of this Agreement. Recipient shall further indemnify, defend and hold District <i>and the CBP Committee</i> harmless against and from any and all claims or suits arising from any breach or default of any performance of an obligation of Recipient hereunder, and against and from all costs, attorneys' fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification. This indemnification obligation shall survive termination of this Agreement.</p>

# ATTACHMENT B

Contract Oversight Work Group Project Status Report May, 13 2024

<b>Organization</b>	<b>Payment 1 Amount &amp; Date</b>	<b>Payment 2 Amount &amp; Date</b>	<b>Report 1 Date</b>	<b>Report 2 Date</b>	<b>CBP Member Monitor</b>
Fallbrook Beautification Alliance	\$16,000 April 1, 2024	N/A	August 30, 2024	February 28, 2025	L. Hargrove
Fallbrook Land Conservancy: <i>Save Our Forest Treescape</i>	\$22,720 April 1, 2024	N/A	August 30, 2024	February 28, 2025	L. Hargrove
Fallbrook Land Conservancy: <i>Los Jilgueros Preserve</i>	\$34,340 April 1, 2024	\$34,340 May 1, 2024	April 30, 2024	February 28, 2025	L. Hargrove
Fallbrook Sports Association	\$32,975 April 1, 2024	N/A	August 30, 2024	February 28, 2025	L. Hargrove
Fallbrook Village Assoc: <i>Maintenance 4 Parks</i>	\$36,200 April 1, 2024	N/A	August 30, 2024	February 28, 2025	A. Marchand
Fallbrook Village Assoc: <i>Railroad Heritage Park</i>	\$41,500 April 1, 2024	\$41,500 June 3, 2024	June 3, 2024	February 28, 2025	A. Marchand
Mission Resource	\$6,000 April 1, 2024	N/A	August 30, 2024	February 28, 2025	A. Marchand

Proposed Report of Awards (Historical)

Organization	Purpose of Grant	Total Award	Returned and/or Rescinded Funds	Committee Benefit Program Award Date
Fallbrook Beautification Alliance	Maintain landscaping for medians on South Mission Road between Rockycrest and Old Stage Coach Lane	\$16,000		January 8, 2024
Fallbrook Land Conservancy: <i>Save Our Forest Treescape</i>	To prune trees in Downtown Fallbrook, Pico Promenade and the Palomares House and irrigation improvements and weed abatement for 1.1 miles of South Mission Road	\$22,720		January 8, 2024
Fallbrook Land Conservancy: <i>Los Jilgueros Preserve</i>	To make safety and habitat improvements to Los Jilgueros Preserve	\$34,340		January 8, 2024
Fallbrook Sports Association	Maintain the Ingold Sports Park parking lot via seal coating and restriping	\$32,975		January 8, 2024
Fallbrook Village Assoc: <i>Maintenance 4 Parks</i>	To maintain Pico Promenade, Jackie Heyneman Park, Vince Ross Village Square and Railroad Heritage Park	\$36,200		January 8, 2024
Fallbrook Village Assoc: <i>Railroad Heritage Park</i>	To complete Phase Three construction which includes handrails, fencing, lighting, display panels and historical clock for walking museum, solar electrical system with battery, solar street lights, solar power to the ticket booth and a gated entry at Railroad Heritage Park	\$41,500		January 8, 2024
Mission Resource	To eradicate evasive Fountain Grass by cutting down bundles of Fountain Grass and treating root areas to kill remaining roots	\$6,000		January 8, 2024

### ***Suggestions/Discussion***

1. One report due unless grant amount exceeds \$100,000.00
2. First and Second report timeline deadlines-the second report should provide time to complete the project



### ***Proposed Reporting Requirements***

Requirements include the recipient provide a report, or reports, verifying grant funds are spent in accordance with the purpose of the grant funding as stated in the funding agreement. All expenses must accrue during the period of the grant. All expenses must be for grant purposes. The report must be organized by itemizing the expenditures so that the item number corresponds to the organization of the supporting documentation. The report and supporting documentation should be delivered to the Fallbrook Public Utility District’s office at 900 E. Mission Road., Fallbrook, California 92028. Delivery may be by United States Postal Service or any other reliable means.

The report requirements are as follow:

<b>Document</b>	<b>Description of Document (Originals not required)</b>
Cover Letter	<p>Written on organization’s letterhead with original signature.  <b>(Currently, the contract provides for delivery of reports via email.)</b></p> <p>Description of how funds were spent and how the expenses were in compliance with the funding contract</p> <p>Explanation of unspent grant funds</p> <p>Unspent funds must be returned to the Fallbrook Public Utility District on the day the report is due.</p> <p>Avoid paying expenses with cash; however, any cash payment must be explained in Cover Letter</p>
List of Expenditures	<p>Specific list, supported by required documentation, listing the following details:</p> <ul style="list-style-type: none"> <li>• Date money paid</li> <li>• Check number</li> <li>• Name of payee</li> <li>• Description of purpose of payment</li> <li>• Amount paid</li> </ul>

	<ul style="list-style-type: none"> <li>Item number that is assigned to the item and used to organize the supporting documentation</li> </ul>
Contracts and Invoices	Evidencing work provided to project and the itemization of expenses
Receipts	<p>Evidencing expenditures</p> <p>Cash payments must be evidenced by a signed receipt</p>
Checks, Bank Statements and/or Credit Card Statements	<p>Evidencing expenses and payments</p> <p>Checks must be supported by banking documentation evidencing check was cashed</p>
Payroll Expense Reports	<p>Evidencing any payroll documents</p> <p>Payroll documents will likely be provided by third party</p>
Accounting	<p>Specific balance sheet, supported by required documentation listing expenditures listing:</p> <ul style="list-style-type: none"> <li>Date money paid</li> <li>Check number</li> <li>Name of payee</li> <li>Description of purpose of payment</li> <li>Amount paid</li> </ul>

# Attachment C

## Proposed Revision to the FPUD CBP Funding Agreement Terms

FPUD CBP Funding Agreement Terms	Proposed Revision
<p><b>Purpose</b></p> <p>The District allocates funding each fiscal year to its Community Benefit Program, which grants funding to community organizations. Accordingly, this Agreement grants funding under the District’s Community Benefit Program to Recipient in order to [Describe project/service for which funds will be used] as outlined in Recipient’s Proposal submitted on or about [Insert Date]. Recipient’s work plan for its Community Benefit Program Grant Proposal is incorporated herein by reference.</p>	<p>The District allocates funding each fiscal year to its Community Benefit Program, which grants funding to community organizations. Accordingly, this Agreement grants funding under the District’s Community Benefit Program to Recipient in order to [Describe the project/service for which the funds will be used <i>and the useful lifetime of the project</i>] as outlined in Recipient’s Proposal submitted on or about [Insert Date]. Recipient’s work plan for its Community Benefit Program Grant Proposal is incorporated herein by reference.</p>
<p><b>CBP Funds</b></p> <p>The award amount of \$ [Insert Amount] (“CBP Funds”) granted to Recipient pursuant to this Agreement is payable with a minimum of <i>two (2) payments</i> on or around the week of the following dates or as worked out with organization:</p> <p style="padding-left: 40px;">[Insert Date]    1 Payment:    \$  [Insert Date]    2 Payment:    \$</p>	<p>The award amount of \$ [Insert Amount] (“CBP Funds”) granted to Recipient pursuant to this Agreement <i>may be</i> is payable <i>in two payments if the award amount exceeds \$100,000.00. If the award amount exceeds \$100,000.00, an initial payment necessary to meet the Recipient’s needs will be made. Any remaining balance of the award amount will be made in a second payment [on Insert Date or state, is not applicable.]</i> with a minimum of <i>two (2) payments</i> on or around the week of the following dates or as worked out with organization:</p> <p style="padding-left: 40px;">[Insert Date]    -1 Payment:    \$  [Insert Date]    -2 Payment:    \$</p>
<p><b>Budget and Payment Schedule</b></p> <p>Unless Recipient and District agree upon alternative arrangements, CBP Funds shall be allocated in two payments, upon District’s receipt of a report with appropriate back-up documentation. If the Recipient fails to timely provide the report, Recipient may be subject to discontinuance of funding or return of CBP Funds to District.</p> <p style="padding-left: 40px;">Recipient must submit a half -yearly report and a final report to [Insert Name &amp; Title] via email at [Insert</p>	<p><del>Unless Recipient and District agree upon alternative arrangements, CBP Funds shall be allocated in two payments, In the event a second award payment is made for awards exceeding \$100,000, those payments will be made upon District’s receipt of an initial report with the appropriate back-up documentation as explained herein. If the Recipient fails to timely provide the report, Recipient may be subject to discontinuance of funding or return of CBP Funds to District.</del></p> <p><i>Recipient’s initial report is [due no later than Insert Date or state, is not applicable].</i></p>

<p>Email Address] by the following due dates:</p> <p>[Insert Date]                    1<sup>st</sup> Report  [Insert Date]                    2<sup>nd</sup> Report</p>	<p><i>Recipient must submit a final report 13 months from the date of this contract's execution.</i></p> <p><del>Each and every</del> <i>The initial and final reports shall verify award funds have been spent in accordance with the purpose of the funding and be submitted with a cover letter, a list of expenditures and accounting, copies of documents including, but not limited to, contracts, invoices, receipts, checks, bank statements, credit card statements and payroll expense reports.</i></p> <p>If the Recipient fails to timely provide reports, Recipient may be subject to discontinuance of funding or a return of CBP Funds to District.</p> <p><del>The</del> <i>Reports shall be delivered to the District's office.</i></p> <p>Recipient must submit a half-yearly report and a final report to [Insert Name &amp; Title] via email at [Insert Email Address] by the following due dates:</p>
<p><b>Indemnification</b></p> <p>To the fullest extent permitted by law, Recipient shall indemnify, defend and hold District and the CBP Committee harmless against and from any and all claims or suits for damages or injury arising from Recipient's performance of this Agreement or from any activity, work, or thing done, permitted or suffered by Recipient in conjunction with the performance of this Agreement. Recipient shall further indemnify, defend and hold District harmless against and from any and all claims or suits arising from any breach or default of any performance of an obligation of Recipient hereunder, and against and from all costs, attorneys' fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification. This indemnification obligation shall survive termination of this Agreement.</p>	<p>To the fullest extent permitted by law, Recipient shall indemnify, defend and hold District and the CBP Committee, <i>including past and current CBP Committee members affiliates, managers, attorneys, staff, volunteers predecessors, successors and assignors</i> harmless against and from any and all claims or suits for damages or injury arising from Recipient's performance of this Agreement or from any activity, work, or thing done, permitted or suffered by Recipient in conjunction with the performance of this Agreement. Recipient shall further indemnify, defend and hold District <i>and the past and current CBP Committee members</i> harmless against and from any and all claims or suits arising from any breach or default of any performance of an obligation of Recipient hereunder, and against and from all costs, attorneys' fees, expenses and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification. This indemnification obligation shall survive termination of this Agreement.</p>