

**Fallbrook Public Utility District
Community Benefit Program Funding Agreement**

This Community Benefit Program Grant Agreement (“Agreement”) is made and entered into as of [Insert Date] by and between the Fallbrook Public Utility District (“District”) and [Insert Community Organization Name] (“Recipient”).

1. Purpose

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] and the useful lifetime of the project 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.

2. CBP Funds

The award amount of \$ [Insert Amount] (“CBP” Funds”) granted to Recipient pursuant to this Agreement may be payable 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].

3. Terms of Agreement

The term of this Agreement is from [Insert Date] through [Insert Date], except in the event that this Agreement is terminated earlier as set forth herein.

4. Budget and Payment Schedule

In the event a second payment is made for award amounts exceeding \$100,000.00, those payments will be made upon the District’s receipt of an initial report with the appropriate back-up documentation as explained herein.

Recipient’s initial report is due no later than [Insert Date or state, is not applicable].

Recipient must submit a final report 13 months from the date of this contract’s execution.

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. If Recipient fails to timely provide reports, Recipient may be subject to discontinuance of funding or a return of CBP Funds to District. Reports shall be delivered to the District’s office.

5. Recipient Obligations

Recipient shall cooperate in efforts undertaken by District to evaluate the effectiveness and use of the CBP Funds. Recipient shall participate in and comply with all on-site evaluation and contract monitoring procedures, including interviews with Recipient's staff. Recipient shall also provide written status reports to District as set forth herein. Recipient shall attend at least one (1) regular meeting of the District during the Agreement term.

6. Procurement Requirements

All services and projects procured using CBP Funds shall comply with the District's procurement and competitive bidding procedures set forth in Article 5 of the District's Administrative Code, which includes but is not limited to the following bidding requirements:

- a. Purchases under \$10,000 shall be purchased in the most prudent and economical manner possible.
- b. Purchases of \$10,000 or more shall be made only after obtaining three (3) written quotations.
- c. Purchases greater than \$60,000 up to \$200,000 require compliance with the District's Informal Bid Procedures.
- d. Purchases greater than \$200,000 require compliance with the District's Formal Bid Procedures. In the event that CBP Funds exceed \$200,000, additional terms and conditions related to the use of such funds will apply.

If the services and/or project undertaken by Recipient pursuant to this Agreement constitute a "public works" or "maintenance" project, Recipient shall comply with all applicable Labor Code requirements, including but not limited to, payment of prevailing wage rates, employment of apprentices, hours of labor, submission of payroll records and registration with the Department of Industrial Relations (DIR). The performance of such services and/or project may be subject to compliance monitoring and enforcement by the DIR.

7. Acknowledgement Requirement

Recipient shall provide acknowledgement of the District with an official sponsor line as well as the Fallbrook Public Utility District logo on all print and electronic materials, press releases, website references, and any other form of written and verbal publicity that relates to the funded service(s) and/or project. Recipient shall have no other permission to otherwise publicize or use the Fallbrook Public Utility District logo without the prior written consent of the District. District will provide Recipient with monthly content to be used for social media promotion of the District.

8. Changes or Modifications to the Use of District CBP Funds

Recipient shall submit to District, in writing, any requests for revisions prior to implementation of any proposed changes in the use of CBP Funds. The District must receive such requests at least thirty (30) days prior to the date that requested changes are to be implemented.

9. Legal Responsibility/Liability

In authorizing execution of this Agreement, the Recipient is solely responsible for ensuring that CBP Funds are allocated for the purpose or purposes for which this Agreement was intended, as outlined in Recipient's Proposal. Recipient shall be responsible for compliance with all terms of this Agreement. In no event shall District be legally responsible or liable for Recipient's performance or failure to perform under the terms of this Agreement.

In the case of physical improvements to real property paid for with CBP Funds ("CBP Funded Physical Improvements"): Recipient agrees and acknowledges that during the useful life of the CBP Funded Physical Improvements:

1. The real property upon which CBP Funded Physical Improvements were made must be accessible to the public.
2. Recipient shall be responsible for returning to the District, CBP Funds granted under this Agreement if, due to Recipient's action or inaction, the real property upon which CBP Funded Physical Improvements were made is no longer accessible for the public.

10. Reduction of Awarded Funds

District may reduce, suspend, or terminate the payment or amount of the CBP Funds if the Recipient is not meeting the objectives of the Agreement as determined in the District's sole discretion. Recipient understands and agrees that its failure to comply with its obligations under this Agreement, including, without limitation paragraphs 13, 18, and 20 herein, may result in Recipient's disqualification from participation in subsequent contract cycles with the District. Recipient hereby expressly waives any and all claims against District for damages arising from the termination, suspension, or reduction of the CBP Funds.

11. Other Funding Sources

Recipient shall make available, as requested by District, information regarding any other funding sources for the project or service(s) provided by Recipient.

12. Fund Use Description

Recipient shall make available for prospective participants or others a description detailing the nature of the project or service(s) that are being funded by District. This written project description may be a separate document or incorporated in the overall project materials developed by Recipient. Upon request, Recipient shall provide a copy of the project or service(s) description to the District.

13. Independent Contractor Status

The relationship between District and Recipient, and the agents, employees, and subcontractors of Recipient, in the performance of this Agreement shall be one of independent contractors, and no agent, employee, or subcontractor of Recipient shall be deemed an officer, employee, or agent of District.

14. Use of Funds for Lobbying or Political Purposes

Recipient is prohibited from using CBP Funds provided by District for any political campaign or to support attempts to influence legislation by any governmental body.

15. Federal, State, Local Laws, Regulations, and Organizational Documents

Recipient shall comply with all federal, state, and local laws and regulations, including but not limited to labor laws, occupational and general safety laws, and licensing laws. All licenses, permits, notices, and certificates as are required to be maintained by Recipient shall be in effect throughout the term of this Agreement. District shall immediately notify District if any required licenses or permits are canceled, suspended, or otherwise become ineffective.

16. Conflict of Interest/Self-Dealing

Recipient and Recipient's officers and employees shall not have a financial interest or acquire any financial interest, direct or indirect, in any business entity or source of income that could be financially affected by, or otherwise conflict in any manner or degree with, the performance of services required under this Agreement

17. Authorization and License to Use Commercial Image in Promotional Materials

Recipient understands that District may wish to utilize Recipient's name and logo, along with any photographic or video images of Recipient's premises, operations, and activities in promotional materials designed to publicize the District's mission and service to the community served by the District. By entering into this Agreement, Recipient hereby grants permission and license to the District to utilize Recipient's name, logo, and commercial image, along with any photographs, videotape footage, or other graphic illustrations of Recipient's premises, operations, and activities, as further consideration for receipt of the CBP Funds.

18. Indemnification

To the fullest extent permitted by law, Recipient shall indemnify, defend and hold District and the CBP Committee, including past and current CBP Committee members, 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 and past and current CBP Committee members 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.

19. Documentation of Revenues and Expenses

Recipient shall maintain an accounting system that accurately reflects and documents all fiscal transactions for which the CBP Funds are used. Recipient shall maintain full and complete documentation of all revenue and expenses (including subcontracted, overhead, and indirect

expenses) and procurement documentation associated with use of the CBP Funds. During the term of this Agreement and thereafter, District and its authorized representative(s) shall have the right to review all Recipient financial records, including records related to the use of CBP Funds.

20. Reports and Record Retention

All Recipient records pertaining to the use of CBP Funds shall be maintained at Recipient’s main local office for at least five (5) years following the year in which funds were granted and will be made available for District review upon request.

21. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California. Any action brought to enforce these terms and conditions shall be brought in a state or federal court in the County of San Diego.

22. Assignment or Transfer

Recipient shall not assign or transfer any interest in this Agreement or entitlement to CBP Funds without the written consent of District.

23. Entire Agreement, Amendment

This Agreement represents the entire understanding of the parties as to those matters contained herein and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

24. Notices

Any notice required or permitted thereunder may be given by a party to the other party at the address set forth in the signature block of this Agreement. Either party may change its address for purposes of notice by complying with the requirements of this section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**FALLBROOK PUBLIC UTILITY
DISTRICT**

[INSERT RECIPIENT NAME]

By: _____

By: _____

Name: Jack Bebee

Name: _____

Title: General Manager

Title: _____

990 E. Mission Rd.

Address: Fallbrook, CA 92028

Address: _____