



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

AGENDA

MONDAY, JUNE 10, 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
- 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. MAY 13, 2024 COMMUNITY BENEFIT PROGRAM COMMITTEE MEETING (ATTACHMENT A)

III. ACTION/DISCUSSION (ITEM B)

B. COMMUNICATION RECEIVED FROM MIKE GRIFFITH (ATTACHMENT B)

IV. WORKING GROUP REPORTS(ITEMS C-F)

C. ADMINISTRATIVE PROCEDURES

D. PROPOSAL DEVELOPMENT

E. CONTRACT OVERSIGHT

a. 2024 FUNDING AGREEMENT (ATTACHMENT C)

F. PUBLIC OUTREACH

V. NEW BUSINESS

VI. ADJOURNMENT OF MEETING – Next meeting Public Workshop July 8, 2024 at 5:30 p.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.

June 5, 2024
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

Attachment A
May 13, 2024 Community Benefit Program
Committee Meeting Minutes



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

MINUTES

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

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

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
Elana Sterling, Vice Chair
Anna Marchand, Secretary
Lila Hargrove
Jerry Kalman
Rosie Redmond

Absent: Leticia Maldonado/Stamos

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

Also present: Three people were in attendance; one person attended virtually.

PLEDGE OF ALLEGIANCE – Committee Chair Mendelson led the Pledge of Allegiance.

ADDITIONS TO AGENDA PER GC § 54954.2(b)

There were no additions to the Agenda. However, Secretary Marchand pointed out that pages 15-18 as presented in the published agenda package were not relevant to today's meeting.

APPROVAL OF AGENDA

MOTION: Committee Member Hargrove moved to remove pages 15-18 and to approve the agenda, as presented sans the specified pages; Committee Vice Chair Sterling seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous
NOES: None
ABSTAIN: None
ABSENT: One

PUBLIC COMMENT

Committee Chair Mendelson called for public comment on non-agenda items. None were received at this time. Further calls for public comment were made at each agenda item discussion and at the conclusion of the meeting. During the meeting, Josh Guerrettaz, Mike Griffiths and Susan Liebes made public comments.

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

A. April 8, 2024 COMMUNITY BENEFIT PROGRAM COMMITTEE MEETING

MOTION: Committee Member Hargrove moved to approve the April 8, 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: One

III. ACTION/DISCUSSION (ITEM B)

B. PHOTOS FOR WEBSITE

Committee Member Kalman explained the intent to publish photographs of current projects on the FPUD website and in other print and social media is to highlight the use of award funds. He suggested all Committee members participate. Committee Members Kalman and Marchand will make efforts to coordinate and schedule photo opportunities.

IV. WORKING GROUP REPORTS (ITEMS C–F)

C. ADMINISTRATIVE PROCEDURES – No Report.

D. PROPOSAL DEVELOPMENT – No Report

E. CONTRACT OVERSIGHT

Contract Oversight Workgroup Chair Marchand reported that Attachment B regarding the Project Status Report, evidences the current contracts and the Committee members assigned to monitor each project. A correction to Attachment

B: Fallbrook Village Association: Railroad Heritage Park's Report 1 date is June 28, 2024.

Contract Oversight Workgroup Chair Marchand reported that a second payment to the Fallbrook Land Conservancy was scheduled for May 1, 2024 and that the organization had delivered the initial report. Another payment will be made to the Fallbrook Village Association on June 3, 2024. Following June 3, 2024, all payments will have been made pursuant to the current contracts.

An initial report is to be received from the Fallbrook Village Association on June 28, 2024. Five other initial reports will be due August 30, 2024, from Fallbrook Beautification Alliance, the Fallbrook Land Conservancy, the Fallbrook Sports Association, the Fallbrook Village Association and Mission Resource.

The final draft of all proposed changes to the current contract was discussed in conjunction with pages 19-20 of the Agenda Package. The changes had been previously reviewed and approved by FUPD management. The Committee agreed with the changes and was no further discussion. A complete contract will be provided for review at the next regularly scheduled meeting.

F. PUBLIC OUTREACH – No Report other than discussed above regarding photographs to be published of current projects.

V. **NEW BUSINESS**

A. **TIMELINE AND SEQUENCE OF EVENTS**

Committee Chair Mendelson inquired as to whether a timeline for awarding 2024 funds could be scheduled. Discussion ensued about the sequence of events, set out below and as also captured in the April 8, 2024 Minutes. Discussion focused on whether site visits would be a step in the sequence and the manner for conducting site visits if needed.

It was agreed that if an applicant seeks a site visit, the applicant will make that request in the application. A line item will be added to the application for this purpose. If the Committee determines it would like to visit a project site, the Committee will make that request known to the applicant once the application process has closed and applications have been reviewed. Three Committee members will be assigned to a project once a site visit has been determined to be necessary. The Committee will make these assignments as the need arises and Committee members will share in this responsibility.

Sequence of Events:

- 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.)

MOTION: Committee Member Kalman moved to adopt the above stated sequence of events; Committee Member Redmond seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous
NOES: None
ABSTAIN: None
ABSENT: One

Discussion ensued regarding a 2024 Award timeline.

MOTION: Committee Member Hargrove moved to conduct a Workshop Meeting on July 8, 2024 at 5:30-7:30 p.m.; to open the electronic application process on July 15, 2024 and to close the same on August 15, 2024; Committee Member Redmond seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous
NOES: None

ABSTAIN: None
ABSENT: One

MOTION: Committee Member Kalman moved to eliminate a regularly scheduled meeting on July 8 at 10:00 a.m. in lieu of the Workshop Meeting on July 8, 2024 at 5:30-7:30 p.m.; Committee Vice Chair Sterling seconded. A vote commenced and the motion passed.
VOTE:

AYES: Unanimous
NOES: None
ABSTAIN: None
ABSENT: One

Discussion ensued about whether the amount to be awarded should be specified in publications. Committee Member Kalman intended to discuss the published amount with FPUD General Manager Jack Bebee.

B. SCORING CUT-OFF

Committee Member Redmond inquired about the details included in the April 8, 2024 Minutes, page 8, stated as follows:

“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.”

The Committee debated whether a scoring cut-off number should be specified and if so, what that number should be. There was Committee-wide understanding that a cut-off of any measure would only be initiated if the applicant funding requests exceed the funding budget in any given year.

Following lively discussion and input from the public meeting attendees, Susan Liebes, Michael Griffiths and Josh Guerrettaz, the Committee agreed that the scoring number may vary and be dependent on the state of the applications in any given year. A fair system would consider funding the highest raw scores in the event the system is triggered by insufficient funding abilities.

Using percentages based on the number of applications, applicants are divided into three zones according to raw scores from highest score to lowest score. Applicants with the highest scoring applications will be categorized as Zone 1. Zone 1 will include thirty-three percent of the highest scoring applicants. Applicants receiving the next highest raw scores will be categorized as Zone 2. Zone 2 will include thirty-three percent of the applicants. The lowest thirty-three percent scoring applicants will be categorized as Zone 3. All applications will be discussed with the intent that funding awards will be made to Zone 1; be considered for Zone 2 and be denied for Zone 3, without any restriction on the Committee to make full or partial awards.

MOTION: Committee Vice Chair Sterling moved to adopt the above-described scoring system utilizing three zones to be implemented when triggered in any year where the funding requests exceed the funding budget for eligible applications; Committee Chair Mendelson seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous
NOES: None
ABSTAIN: None
ABSENT: One

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

Committee Members shall submit June Agenda items to Committee Chair Mendelson on or before May 31, 2024.

There being no further business to discuss, on a motion made by Committee Vice Chair Sterling, seconded by Member Kalman and passed unanimously, the Community Benefit Committee Meeting of the Fallbrook Public Utility District adjourned at 11:29 a.m.

Chair, Community Benefit Committee

ATTEST:

Secretary, Community Benefit Committee

Attachment B

Communication Received from
Mike Griffiths
Fallbrook Village Association Grants Chair
Fallbrook Arts Inc. Treasurer:

I'm trying to provide information on the CBP to the two nonprofits for which I sit on the Board of Directors. They are asking me to help the Board members understand some of the specifics on the program, what has changed, where they can access the process documentation, related forms, etc. When I go to the Community Benefit Program tab on the FPUD website , the only documentation posted is:

- The July 8th workshop announcement
- The application period of July 15 – Aug 15
- The 2024 Grant Awards (note: the Railroad Heritage Park award only shows the first payment, not the full grant amount. I picked up the second check on Friday. The total award was \$83,000)
- The Scoring Rubric
- The Rubric Scorecard
- A sample Funding Agreement
- The Committee Meeting Schedule (including agendas and packets from past meetings)
- Article 23

Where would I find things like:

- Qualifying Project Criteria
- The actual grant application (for preparation)
- What can or cannot be loaded to the application (charts? Budgets? Photos?) and is it still live only without being able to save work?
- The various changes the Committee has been discussing and finalizing (there are minutes available, but it is pretty difficult to read through each packet to understand what was formally finalized and where those updates can be accessed. The last meeting minutes haven't yet been posted and I believe a number of decisions were made).

Waiting for the July 8th workshop would only allow the organizations one week before applications go live. We would like to prepare now and make sure we get it right. Is there somewhere the items listed above are posted? Anyone not already familiar with the process would have no idea what they should do. It would be really helpful if the detailed processes, documents, criteria, rules, etc. were all posted in one place (kind of like the County grant websites). For example, how would anyone know you don't fund equipment? That is just a small example of the kind of clarity my Boards are requesting. Can you direct me to the correct location to find this kind of information? As always, your help is greatly appreciated.

Attachment C

2024 Community Benefit Program
Funding Agreement (as reviewed by Jack Bebee)

**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: _____