



FALLBROOK PUBLIC UTILITY DISTRICT  
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

AGENDA

MONDAY, AUGUST 12, 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=TVplRnZQOG8xbWZuS1NpTkRyZlZDZz09>

MEETING ID: 896 1395 1789

AUDIO PASSCODE: 651423

Dial by your location

+1 346 248 7799 US (Houston); +1 720 707 2699 US (Denver); +1 253 215 8782 US (Tacoma);  
+1 312 626 6799 US (Chicago); +1 646 558 8656 US (New York); +1 301 715 8592 US (Washington DC)

Find your local number: <https://us06web.zoom.us/j/89613951789?pwd=TVplRnZQOG8xbWZuS1NpTkRyZlZDZz09>

**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.

**REMOTELY 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. The Committee Chair may limit comments to three (3) minutes.*

**II. APPROVAL OF MINUTES------(ITEMS A – B)**

A. JUNE 10, 2024 COMMUNITY BENEFIT PROGRAM COMMITTEE MEETING MINUTES (ATTACHMENT A)

B. JULY 8, 2024 COMMUNITY BENEFIT PROGRAM COMMITTEE PUBLIC WORKSHOP MINUTES (ATTACHMENT B)

**III. ACTION/DISCUSSION------(ITEMS C – F)**

C. SUMMARY OF REPSONSES TO QUESTIONS RECEIVED AT WORKSHOP AND VIA EMAIL INQUIRIES (ATTACHMENT C)

D. MOU BETWEEN FPUD AND MRCD APPROVED AT THE JULY 22<sup>nd</sup> FPUD BOARD MEETING (ATTACHMENT D)

E. SELECTION PROCEDURES FOR FILLING THE 4 COMMITTEE MEMBER TERMS THAT EXPIRE IN JANUARY 2025

F. UPDATE TO THE FPUD COMMUNITY BENEFIT PROGRAM FUNDING AGREEMENT (ATTACHMENT E)

**IV. WORK GROUP REPORTS------(ITEMS G – J)**

G. ADMINISTRATIVE PROCEDURES

H. PROPOSAL DEVELOPMENT

I. CONTRACT OVERSIGHT

J. PUBLIC OUTREACH

V. **NEW BUSINESS**

VI. **ADJOURNMENT OF MEETING** – *Next meeting September 9, 2024 at 10:00 am*

\* \* \* \* \*

**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.

August 7, 2024  
Dated / Fallbrook, CA

/s/ Lauren Eckert  
Executive Assistant/Board Secretary

## Attachment A

### June 10, 2024 Community Benefit Program Committee Meeting Minutes



FALLBROOK PUBLIC UTILITY DISTRICT  
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

MINUTES

MONDAY, JUNE 10, 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  
Elana Sterling, Vice Chair  
Anna Marchand, Secretary  
Lila Hargrove  
Jerry Kalman  
Leticia Maldonado/Stamos  
Rosie Redmond

Absent: None

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

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

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

ADDITIONS TO AGENDA PER GC § 54954.2(b)

There were no additions, corrections or deletions to the Agenda.

APPROVAL OF AGENDA

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

AYES: Unanimous  
NOES: None  
ABSTAIN: None

ABSENT: None

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. During the meeting, Mike Griffiths 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 May 13, 2024 FPUD CBP Committee Meeting Minutes, as presented; Committee Vice Chair Sterling seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous

NOES: None

ABSTAIN: One

ABSENT: None

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

B. COMMUNICATOINS RECEIVED FROM MIKE GRIFFITHS

Mike Griffiths presented questions about the application process via email. The email was attached to the Agenda Package at page 11. Chair Mendelson called for public comment, of which there were none. However, during the following Committee discussion, Mike Griffiths made multiple comments to assist with the Committee's discussion.

In response to the questions, Proposal Development Workgroup Chair Hargrove explained the FAQ is being updated and will be posted on the website. Also, a copy of the application and the live application will also be posted on the website. The live application will be available during the open application period. Attachments to the live application will be received via multiple formats. The live application will not permit an applicant to save information. All information will need to be pasted into the application.

**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 directed the Committee's attention to the final draft of the 2024 Funding Agreement, which had been discussed by the Committee and approved by the FPUD Management as set forth in the Agenda Package at Item C.

The 2024 Funding Agreement will be posted on the FPUD website.

Public comments by Mike Griffiths asked about the reporting dates and the term of the contract. He was referred to paragraphs 3, 4 and 8 of the contract. The reporting date for a final report is one month following the contract term so that a recipient has at least the full one-year contract period to complete a project. The term of the contract begins at the final execution of the contract, not upon the receipt of funding. However, the contract can be modified to address any challenges or issues with a particular project so that a recipient will be able to take full advantage of the funding and be in compliance with the contract.

F. PUBLIC OUTREACH

Committee Member Kalman reported press releases had been accomplished announcing the 2024 award period and the Fallbrook Land Conservancy's current projects. Committee Member Redmond is pictured in the photos describing the projects together with the Fallbrook Land Conservancy's Executive Director Karla Ibarra.

The Fallbrook Village Association and Anna Marchand will participate in the next press release.

Committee Member Kalman explained his discussion with Fallbrook Public Utility District General Manager Jack Bebee regarding press releases and the statement of available funds for 2024 awards. The results of that discussion were reflected in the most recent publications which explained funding proceeds are provided by existing San Diego County property tax revenues received by FPUD and amount to \$548,000, annually.

V. **NEW BUSINESS**

A. COMMUNITY FORUM MEETING

Committee Member Redmond will attend the next meeting, June 13, 2024 at 10:30 a.m.

B. COMMITTEE MEMBER TERMS

Committee Members Hargrove, Maldondo/Stamos and Marchand committed to a two-year term which expires December 2024. Discussion ensued

as to whether any of the three Committee Members will seek re-appointment. Administrative Procedures Workgroup Chair Marchand will discuss the re-appointment and new appointment with General Manager Jack Bebee and report at a subsequent meeting.

C. FUNDING AWARD PUBLIC WORKSHOP

Committee Chair Mendelson reminded the Committee that the July 8, 2024, meeting focusses on the Public Workshop and will commence at 5:30 p.m.

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

Committee Members shall submit July Agenda items to Committee Chair Mendelson on or before June 28, 2024.

There being no further business to discuss, on a motion made by Committee Member Kalman, seconded by Committee Vice Chair Sterling, and passed unanimously, the Community Benefit Committee Meeting of the Fallbrook Public Utility District adjourned at 10:29 a.m.

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

ATTEST:

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



## Attachment B

### July 8, 2024 Community Benefit Program Committee Public Workshop Minutes



FALLBROOK PUBLIC UTILITY DISTRICT  
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

MINUTES

MONDAY, JULY 8, 2024  
5:30 P.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 5:30 p.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  
Leticia Maldonado/Stamos  
Rosie Redmond

Absent: None

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

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

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

ADDITIONS TO AGENDA PER GC § 54954.2(b) - There were no additions, corrections or deletions to the Agenda.

APPROVAL OF AGENDA

MOTION: Committee Vice Chair Sterling moved to approve the agenda, as presented; Committee Member Redmond seconded. A vote commenced and the motion passed. VOTE:

AYES: Unanimous  
NOES: None

ABSTAIN: None  
ABSENT: None

## PUBLIC COMMENT

Committee Chair Mendelson called for public comment on non-agenda items. None were received at this time. Public comments were made during the Q&A section of the meeting by a number of attendees.

## II. WELCOME

Committee Chair Mendelson welcomed the audience, explained the meeting was being recorded and introduced Committee Member Lila Hargrove, Proposal Development Workgroup Chair.

## III. APPLICATION PROCEDURES PRESENTATION

Committee Member Hargrove presented information about the Committee and the 2024 application and award season via a PowerPoint that is available on the FPUD website. The application will be posted on the website on July 15, 2024.

## IV. Q&A

Multiple questions were posed to the Committee from the various persons attending the meeting in person and virtually. Questions and responses addressed many topics, including, but not limited to, the following matters:

- 1) the term, Life of the Project
- 2) whether the actual application, or the questions to be included on the application, could be made available on the website
- 3) defining materials and supplies
- 4) obtaining estimated cost quotes for projects
- 5) the need to register a project with the Department of Industrial Relations
- 6) whether vehicles could be obtained via the award funds
- 7) the number of projects to be included in a single application form
- 8) how the Committee intended to utilize the funding that has accumulated and will continue to be available
- 9) whether planning or acquisition grants could be funded

## V. ADJOURNMENT OF MEETING – *Next meeting August 12, 2024 at 10:00 a.m.*

Committee Members shall submit August Agenda items to Committee Chair Mendelson on or before August 2, 2024.

There being no further business to discuss, Committee Chair Mendelson concluded the meeting at 6:30 p.m.

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

ATTEST:

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

# **Attachment C**

## **SUMMARY OF REPSONSES TO QUESTIONS RECEIVED**

### FROM JULY WORKSHOP

- Whether Planning or Acquisition Grants may be funded?
  - ans: Current reading is the funds need to be used for a physical project

### FROM EMAIL INQUIRIES

- Is the cost of gasoline used by volunteers covered?
  - ans: No, the cost of volunteer gas is not covered
- Can the county apply for projects in Fallbrook that have been planned and not funded?
  - ans: The County can submit projects that enhance existing services in the FPUD Service Area that comply with the application guidelines

## Attachment D

MOU BETWEEN FPUD AND MRCD APPROVED AT THE JULY  
22<sup>nd</sup> FPUD BOARD MEETING

MEMORANDUM OF UNDERSTANDING  
Mission Resources Conservation District - Fallbrook Public Utility  
District Mission Road Medians Program

## MEMORANDUM OF UNDERSTANDING

Mission Resources Conservation District - Fallbrook Public Utility District

Mission Road Medians Program

**This Memorandum of Understanding (MOU)** is entered into on 7/26/24, 2024 between the Mission Resources Conservation District (MRCD) and Fallbrook Public Utility District (FPUD).

**Whereas**, FPUD has contracted with the County of San Diego (County) to maintain the landscaping in the Mission Road medians between Peppertree Lane and Winterhaven Road; and

**Whereas**, FPUD may retain independent contractors to perform such landscape maintenance services; and

**Whereas**, MRCD has agreed to perform such landscape maintenance services as provided herein.

**Now, therefore, MRCD and FPUD agree as follows:**

- FPUD will:
1. Provide reclaimed water for the median irrigation.
  2. Provide coordination with the County of San Diego Department of Public Works as necessary.
  3. Provide funding for oversight and execution of the landscape and irrigation maintenance activities under the FPUD community benefit program (CBP).
  4. Indemnify and hold harmless MRCD from and against any claim, action or proceeding by a third party, except to the extent such claims arise from the acts or omissions of MRCD or its agents, officers, employees, authorized volunteers, or contractors.
- MRCD will:
1. Care for and maintain, or oversee, plan and execute necessary contracts for the care and maintenance of, the median landscape areas in a good and workmanlike manner, including but not limited to: plantings, materials, weeding, edging and grooming, pruning of trees and shrubs, replacement of landscaping, fertilization, irrigation supplies, pest control, trash pickup.
  2. Ensure contractors working in the median employ traffic control,

warning signs and safety devices to Caltrans Standards, and perform maintenance work, if possible, during non-peak hour traffic times to minimize disruption to local traffic.

3. Pursue donations and grants to support the landscaping and/or maintenance of the median.
4. Maintain commercial general liability insurance (or equivalent public agency liability coverage), naming or endorsed to name FPUD as an additional insured, in the minimum amount of one million dollars (\$1,000,000) per occurrence for bodily injury, personal injury, and property damage suffered or alleged to be suffered by any person or persons resulting directly or indirectly from any act or activities of MRCD, and of any person or entity acting for it or under its control or direction, including volunteers and contractors, in the medians, and, prior to the execution of this MOU, provide FPUD with evidence of such insurance from an insurer or insurers certifying to the coverage of all insurance required herein.
5. Indemnify, defend and hold harmless FPUD and its agents, officers, employees, authorized volunteers, and contractors, and the County of San Diego, from and against any claim, action or proceeding by a third party arising from acts or omissions of MRCD and its agents, officers, employees, authorized volunteers, and contractors in the performance of this MOU, except to the extent such claims, actions or proceedings arise solely out of the acts or omissions of FPUD or the County or arise out of the concurrent acts or omissions of MRCD and FPUD and/or the County. Notwithstanding the foregoing, in the event the County brings a claim, action or proceeding against MRCD arising from an act or omission of MRCD, its agents, officers, employees, authorized volunteers or contractors in the performance of this MOU, FPUD shall assume MRCD's indemnity obligations herein with respect to such claim, action or proceeding, except to the extent such claims arise from the sole negligence, gross negligence, or willful misconduct of MRCD or its agents, officers, employees, authorized volunteers, or contractors.
6. Comply with all applicable federal, state, and local laws and regulations, including but not limited to all applicable federal and state labor laws including, without limitation California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq. ("Prevailing Wage Laws"), if applicable, in the performance of its obligations under this MOU.

It is further agreed that MRCD may delegate any or all of the care and maintenance responsibilities to its volunteers or its independent contractors subject to the liability insurance requirements above with MRCD remaining primary in the coverage and FPUD



being named as an additional insured.

It is understood that MRCD's performance under this MOU is dependent on funding from the FPUD Community Benefit Program. MRCD will timely apply for grants in accordance with FPUD CBP requirements sufficient to perform the tasks identified, and will solicit donations to support the performance of its obligations under this MOU. MRCD shall only be required to spend funds received specifically for the Mission Roads Medians Program for the performance of its obligations under this MOU. If MRCD lacks such funds sufficient to fulfill its obligations under this MOU, MRCD shall not be obligated to perform under this MOU until such time as it has sufficient funds.

This MOU will run from year to year, unless terminated by either party with 120 days written notice.

Dated: 7/29/2024

  
Fallbrook Public Utility District

Dated: 7/26/24

  
Mission Resource Conservation District

cc: Department of Public Works

## Attachment E

Fallbrook Public Utility District  
Community Benefit Program Funding Agreement

**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 shall 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 provide timely 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 to 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. Recipient 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: \_\_\_\_\_