

**COMMUNITY RESILIENCE CENTERS (CRC) IMPLEMENTATION GRANT
SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF COACHELLA AND
[PARTNER NAME]**

The City of Coachella, a California municipal corporation (“City”) and [Partner Name], a [type of business entity] enter into this COMMUNITY RESILIENCE CENTERS (CRC) IMPLEMENTATION GRANT SUBRECIPIENT AGREEMENT (“Agreement”) effective this _____ day of _____ 2025 (“Effective Date”), regarding the [Name of Project].

RECITALS

A. The Strategic Growth Council (“SGC” or “State”) awarded grant funds to the City through an Implementation Grant Agreement (“Grant Agreement”) for the Coachella Community Resilience Center Project, which was approved on April 24, 2024 and entered into on July 18, 2025. The Grant Agreement is attached hereto and incorporated herewith as **Exhibit “A1”**.

B. Pursuant to the terms of the Grant Agreement and CRC Program Guidelines, the SGC will grant to City, a sum not to exceed Ten Million Dollars and Zero Cents (\$10,000,000.00) for the Coachella Community Resilience Center Project.

C. The Budget and Schedule of Deliverables attached as Exhibit “B” to the Grant Agreement identifies [describe Partner’s project] (“Project”) as part of the Coachella Community Resilience Center Project.

D. Pursuant to the terms of the Grant Agreement, CRC Program Guidelines, and this Agreement, the City will reimburse Partner, a sum not to exceed [dollar amount] (\$amount) (“Grant”) for the purposes of completing the Project.

E. This Agreement shall memorialize Partner’s terms, conditions, and obligations regarding the Project.

Now therefore, in consideration of the mutual covenants, terms and conditions set forth herein, the Parties agree that all funds awarded pursuant to this Agreement are to be used as set forth below, and as may be set forth in the exhibits incorporated into this Agreement.

AGREEMENT

1. Definitions

1.1 “Agreement” means this Subrecipient Agreement.

1.2 “Application” means submittal comprised of responses and supporting documents to apply for the Grant.

1.3 “Campus Amenities” means activities related to construction or improvements to amenities at or based in the CRC Facility that strengthen the local community’s resilience to climate and other disasters, such as a microgrid or shade trees located on site at the resilience

center. Campus Amenities include the components of a building or location that are beneficial to facility users and/or the surrounding community. CRC campus amenities must:

(a) Be on the same parcel as the resilience center or an adjoining parcel of a Community Resilience Center, OR

(b) Be within a one-mile radius of the Community Resilience Center and be along a route that is accessible to pedestrians and individuals using wheelchairs or other mobility devices, or accessible by vehicle, by the end of the grant term.

1.4 “Capital Projects” means construction or retrofit of the CRC Facility or Campus Amenities.

1.5 “CRC” means the Community Resilience Center (CRC) Program of the California Strategic Growth Council.

1.6 “CRC Facility” means a facility serving as Community Resilience Center. Campus Amenities and community resilience services and programs must be connected to and based out of the CRC Facility, respectively.

1.7 “CRC Program Guidelines” means the CRC Round 1 Program Guidelines amended on December 14, 2023.

1.8 “Project” means the projects that will be implemented with the Grant through this Grant Agreement, and that are compliant with **Exhibit “A2,”** Scope of Work, which is attached hereto and incorporated herein.

1.9 “Direct Costs” mean costs directly tied to the implementation of the Grant, including, but not limited to personnel costs, subcontracts, equipment costs, travel expenses, etc.

1.10 “Grant Agreement” means the Implementation Grant Agreement for the Coachella Community Resilience Center Project, which was approved on April 24, 2024 and entered into on July 18, 2025 and all attachments and appendices.

1.11 “Grant Term” means the term of this Agreement beginning on the date that the Agreement is signed by both Parties and terminating on or before November 30, 2028.

1.12 “Indirect Costs” mean expenses of doing business that is of a general nature. These costs are not directly tied to the Grant but are necessary for the Partner’s general operation.

1.13 “Implementation Grant” means the funding provided by the State to the City for Community Resilience Centers, including construction and retrofit of CRC Facility, Campus Amenities, and services and programs.

1.14 “Leveraged Funds” means funding from non-CRC sources which supports activities that are integrated into the overall CRC Proposal.

1.15 “Partnership Agreement” means the Partnership Agreement for the Collaborative Stakeholder Structure for the Coachella Community Resilience Center Grant.

1.16 “Project Area” means the location of the Project.

1.17 “Shelter” means disaster-relief location that provides a roof overhead, food, water, sanitation, and support to residents in maintaining their basic living needs until they can return home. Shelters will not duplicate residents’ usual standards of living whether or not they have disabilities or access and functional needs. Shelters can be identified as primary or secondary shelters, depending on accessibility.

1.18 Entities involved in the Grant implementation process:

(a) “City” means the designated Lead Entity that has an agreement for grant funding with the State.

(b) “City Manager” means the City Manager of the City of Coachella and the day-to-day point of contact for the City during the Grant Term.

(c) “Parties” means City and Partner, collectively.

(d) “Partner” means the entity that has entered into this Agreement with City to implement the Community Resilience Centers grant activities generally and the Project specifically.

(e) “SGC” means the California Strategic Growth Council.

(f) “State” means any state agency with an oversight role over the funding or CRC Project.

(g) “Subcontractors” means third-party entities procured by Partner.

2. Scope of Work. As a condition of receiving the Grant, Partner will be responsible for administering the Project in a manner satisfactory to City and consistent with any and all provisions, standards, and conditions required under this Agreement. Partner shall perform as set forth in the Scope of Work, attached hereto and incorporated herewith as Exhibit “A2”.

3. Grant Term. The Grant Term will commence on the date that both Parties have signed this Agreement. The City will notify Partner when work may begin on the Project. The Grant Term will terminate upon completion of the project or by November 30, 2028, whichever is earlier, unless extended or earlier terminated pursuant to this Agreement. Partner’s obligations under this Agreement will only be discharged once all terms of this Agreement are fulfilled.

4. Authorized Signatures. The City Manager or designee is authorized to sign this Agreement and related documents on behalf of the City. Partner’s authorized signatory or designee is authorized to sign this Agreement and Grant-related documents as shown in the Authorized Signatory Form, attached hereto and incorporated herewith as **Exhibit “A3”**. Partner must keep the Authorized Signatory Form up to date. Within seven (7) working days of any

change to the Authorized Signatory, Partner shall notify the City Manager in writing of the change. The written notice shall be sent as an email attachment to be filed with this Agreement. If the Authorized Signatory or designee is unable to sign a deliverable or related document on behalf of Partner, Partner must submit an updated letter signed by the Authorized Signatory designating another individual to sign in their place.

5. Project Representatives. The project representatives are the primary contacts for the City and Partner. The City and Partner must keep the Project Representatives Form, attached hereto and incorporated herewith as **Exhibit “A4”** up to date. Any changes to the Project Representatives by either Partner or City shall be made by providing seven (7) working days advance written notice to the other Party. The written notice shall be sent as an email attachment to be filed with this Agreement. The City Manager will function as the project representative for the City. Unless otherwise stated in this Agreement, all correspondence and documents will be sent to the City Manager.

6. Independent Partner. Partner, and the agents and employees of Partner, in its performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the City.

7. Subcontractors.

7.1 The City’s contractual relationship is with Partner, and not any of its Subcontractors. Partner is entitled to make use of its own staff and Subcontractors, as identified in the Scope of Work (Exhibit “A2”) and will comply with all applicable laws and requirements for subcontracts that arise out of or in connection with this Agreement.

7.2 Partner shall manage, monitor, and accept responsibility for the performance of its own staff and Subcontractors and will conduct Project activities and services consistent with professional standards for the industry and type of work being performed under this Agreement.

7.3 Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the City and any Subcontractors, and no subcontract shall relieve Partner of its responsibilities and obligations hereunder.

7.4 Partner agrees to be as fully responsible to the City for the acts and omissions of Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Partner.

7.5 Partner’s obligation to pay Subcontractors is an independent obligation from the City’s obligation to make payments to Partner. As a result, the City shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

8. No Third Party Beneficiaries. This Agreement is not intended for the benefit of any person or entity other than the Parties, and no one other than the Parties themselves may enforce any of the rights or obligations created by this Agreement, including Subcontractors.

9. Assignment. This Agreement is not assignable by Partner, either in whole or in part, without the consent of the City in the form of an amendment to this Agreement.

10. Approval. This Agreement is of no force or effect until signed by both Parties. Partner may not commence performance until such approval has been obtained. Costs incurred or expended prior to execution of the Agreement will not be reimbursed.

11. Incorporation. The Project must be conducted in accordance with this Agreement and the CRC Program Guidelines, as well as enabling legislation for the CRC Program. The CRC Program Guidelines and all the attachments to this Agreement are hereby incorporated by reference into this Agreement as though set forth in full in this Agreement.

12. Modifications and Amendments. Any modification or amendment of the terms of this Agreement must be within the intent of the Project and CRC Program. Requests to increase the overall grant amount or to significantly alter the deliverables of the Project will not be approved because of the competitive nature of the process that resulted in the award of this Agreement. Modification and amendment requests will be considered at the sole discretion of the City. All requests will be determined to be either a modification or an amendment on a case-by-case basis by the City.

13. Partner Responsibilities. The City Manager will notify Partner when work may proceed. Partner is responsible for the following:

13.1 Use of Grant Funds. Using grant funds only as intended for the Project.

13.2 Completion of Work. Completing work on time and within budget. This includes meeting all milestones and deliverables, as described in the Scope of Work (Exhibit "A2"), unless otherwise agreed to by all parties through the amendment process described in Section 13 Modifications and Amendments.

13.3 Invoice Submission. Submitting invoices for reimbursement, including any supporting documents. Invoice submission will be consistent with the practice and policies of the City, and any changes to the invoicing process will be communicated to Partner.

13.4 Final Report Submission. Submitting a final report with the last invoice.

13.5 Compliance. Complying with all terms and conditions of this Agreement, including all incorporated documents. Complying with all statutes, rules, and regulations applicable to this Agreement.

13.6 Project Records. Maintaining an accounting system that accurately reflects all fiscal transactions and provides accounting information, retaining all records and required documents and providing all required documents during an audit.

14. Insurance Requirements.

14.1 Governmental Organizations. If Partner is a governmental organization, it may provide evidence of sufficient self-insurance to satisfy the insurance requirements below.

14.2 Non-governmental Organizations. If Partner is not a governmental organization or is unable to provide evidence of sufficient self-insurance, then the insurance requirements

contained in this subsection apply. Partner must ensure the following insurance policies are obtained and kept in force for the term of this Agreement, with no lapses in coverage, that cover any acts or omissions of Partner and its employees engaged in carrying out any tasks specified in this Agreement:

(a) Workers' Compensation Insurance: Workers' Compensation Insurance in an amount of not less than the statutory requirement of the State of California (California Labor Code § 3700 et seq.).

(b) Commercial General Liability Insurance: Commercial General Liability Insurance in an amount of not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

(c) Motor Vehicle Liability: Motor vehicle liability with limits not less than \$1,000,000 per accident for bodily injury and property damage combined. Such insurance shall cover liability arising out of a motor vehicle including owned or hired, and non-owned motor vehicles.

14.3 Additional Insured Parties

Insurance policies must name the City, its officers, agents, and employees as additional insured parties for the commercial general liability and automobile liability insurance, but only with respect to work performed under this Agreement.

14.4 Certificate of Insurance

Partner is responsible for guaranteeing that a copy of each Certificate of Insurance is submitted to the City Manager within sixty (60) calendar days of the Agreement signature.

14.5 Policy Cancellation

Partner must notify the City Manager prior to any insurance policy cancellation or substantial change of policy, including lapse of coverage, change in coverage amount, or change in carrier. Partner shall submit proof of new or updated policy based on insurance requirements within thirty (30) days of policy cancellation or substantial policy change. Failure to provide proof of insurance may result in termination of this Agreement.

14.6 Partners and Subcontractors

Partner is responsible for determining the appropriate level of insurance, if any, for its Subcontractors.

15. Non-Discrimination Clause.

15.1 Non-Discrimination

During the performance of this Agreement, Partner and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for

employment because of race, color, ancestry, national origin, religion, creed, age (over 40), mental disability, physical disability, sex, gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender identity, gender expression, medical condition, genetic information, marital status, and military and veteran status.

Partner and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

Partner and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f)) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Div. 4.1, Ch. 5.). Those regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

15.2 Written Notice

Partner and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

15.3 Inclusion in Subcontracts

Partner shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

16. Timeliness. Time is of the essence in this Agreement. The City and Partner will work collaboratively to ensure this Agreement is administered in a timely fashion.

17. Project Monitoring and Oversight.

17.1 Monitoring

Project monitoring and oversight is essential to ensure the Project stays within scope and is completed on schedule and within budget in accordance with this Agreement. Partner must work with the City Manager to accommodate monitoring requests.

17.2 Access

The Partner agrees to provide access to project files, project site(s), and records of expenditures to the City when requested for the purposes of monitoring and oversight of the Project and funding.

17.3 Project Meetings

Once the Agreement is executed, the City Manager may request a regularly occurring meeting with Partner's Grant Manager to discuss the Project. The Partner check-in meeting schedule will align with the invoicing schedule. Partners agree to participate in two (2) full collaborative check-ins each grant year.

17.4 Site Visits

The City retains the right to conduct periodic site visits during the grant term.

17.5 Final Inspection

Partner agrees that the City or designated representative has the right to conduct a final inspection of completed Project, as determined by the City. For construction projects, this may require certification by the appropriate registered professional (such as California Registered Civil Engineer or Geologist) that the Project has been completed in accordance with final plans and specifications and any modifications.

18. Performance.

18.1 Performance

The City has sole discretion to determine if Partner is performing in accordance with the Agreement.

18.2 Non-Performance

Non-performance issues can include but are not limited to: misuse of funding for ineligible expenses; inability to meet performance requirements or scheduled milestones; failure to complete or failure to make a good faith effort to complete the Project as a whole or any portion of the Project; failure to adhere to the Partnership Agreement; and/or failure to comply with the terms and conditions of this Agreement.

(a) Notification: The City will notify Partner, in writing, if non-performance is determined, and will provide instructions and a timeline to rectify all cases of non-performance. Partner must respond to a determination of non-performance within thirty (30) days either by: a) acting on corrective actions and notifying the City of actions taken, or b) disputing the City's findings in writing. The City, without waiver of other rights or remedies, may require the Partner to re-perform any actions defined in this Agreement if determined to be not performed in accordance with this Agreement.

(b) Withholding Payment: The City may withhold any payments due to Partner until the Partner brings the Project back into full compliance. Costs and expenses for these actions shall be borne by the applicable Partner or Subcontractor.

(c) Stop Work Order: The City has the right to issue a Stop Work Order for the Project and suspend payments to the Partner.

(d) Failure to Correct: If Partner fails to correct any non-performance to the City's satisfaction, the City may elect to terminate the entire Agreement or any part thereof. Partner may be liable for immediate repayment to the City of all amounts disbursed by the City under this Agreement for the Project as applicable and only if non-performing. The City may, at its sole discretion, examine the extent of Partner compliance for work partially completed and determine costs eligible for reimbursement. This paragraph will not be deemed to limit any other remedies available to the City for breach of this Agreement.

(e) Termination: Upon termination by the City, Partner must deliver all invoices, reports, and other deliverables required by this Agreement up to the time of termination. Partner must deliver all materials within sixty (60) calendar days of the termination date.

19. Procurement

19.1 Procurement Standards. Partner must comply with the procurement requirements found in the most recent version CRC Grant Management Manual, including the appended Procurement Guide, when purchasing supplies and equipment or contracting for construction and other services.

19.2 Procurement Limitations. Any entity that is revoked, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from the Project may not receive a Grant-funded contract or conduct work on the Project.

20. Self-Dealing and Arm's Length Transactions. All expenditures for which reimbursement pursuant to this Agreement is sought must be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of Partner or any employee or agent of Partner.

21. Equipment

21.1 Purchase

Purchase of equipment using grant funds is allowable only with prior approval by the City Manager. Cost of equipment purchased shall be substantiated by purchase receipt.

21.2 Grant-Funded Equipment

If grant funds are used to purchase equipment that costs \$5,000 or more, each such piece of equipment is "grant-funded equipment."

21.3 Ownership

For any equipment purchased or built with funds that are reimbursable as a direct cost of the Project, as determined by the City, the Partner or Subcontractor, as applicable, must be the sole owner on the title.

21.4 Equipment Inventory Record

For the duration of the useful life of each grant-funded equipment, the Partner shall maintain an equipment inventory identifying each grant-funded equipment, the expected useful life of each item, and the ultimate disposition (disposal or donation). The requirements of this section will survive termination of this agreement.

21.5 Equipment Leasing

If equipment is leased, a cost-benefit analysis justifying the decision to lease versus purchase equipment must be provided to the City Manager for approval prior to leasing equipment. Cost of leased equipment charged to the grant must be substantiated with receipts identifying equipment was leased, lease rate and total cost.

21.6 Assumption of Risk

Partner will assume all risk including cost for maintenance, repair, loss, destruction, and damage to all equipment until disposition of equipment.

21.7 Theft of Equipment

In the event of theft, a report must be filed immediately with the California Highway Patrol (State Administrative Manual § 8643 [Lost, Stolen, or Destroyed Property]).

21.8 Disposition of Equipment

On completion or early termination of the Agreement, the City will either require that the equipment be returned or authorize the continued use of such equipment at or around the Project Area; in making that determination, the City will consider the useful life of the equipment, and the Partner may be required to refund the City for the fair market value of equipment that continues to have a usable life, but is no longer required for grant implementation. The City may, at its discretion, authorize that the equipment be donated to a charitable organization in the community in which the Project Area is located.

21.9 Changes in Ownership or Use

If the ownership or use of equipment changes to a use not in accordance with this Agreement, the Partner may be required to reimburse the City in a manner determined by the City.

22. Computer Software

Partner must ensure that the appropriate systems and controls are in place so that funds under this Agreement will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

23. Vehicles

23.1 Ownership

Partner may acquire a vehicle(s) with grant funds pursuant to the terms and conditions of this section.

23.2 Maintenance

Vehicles acquired – including, but not limited to, bicycles, cars, buses, vans, rail passenger equipment – must be maintained in a state of good repair and dedicated to the described use during the grant term and to public transportation use for their full useful lives.

23.3 Vehicles for Public Transit

Vehicles acquired for purposes of public transit must be maintained in a state of good repair and dedicated to that public transportation use for their full useful lives, which, for the purpose of this Agreement, will be determined in accordance with standard State and national transit practices and applicable rules and guidelines, including any extensions of that life cycle achievable by reconstruction, rehabilitation, or enhancements. If the ownership or use of the vehicles change to a use not in accordance with the Agreement, Partner may be required to reimburse the State for their fair market value.

23.4 Vehicles for General Project Work

Vehicles acquired for general project work (i.e., work trucks) must be maintained in a state of good repair for their full useful lives, which, for the purpose of this Agreement, will be determined in accordance with standard State practices. If the ownership or use of the vehicles change to a use not in accordance with the Agreement, Partner may be required to reimburse the City for their fair market value.

23.5 Changes in Ownership or Use

If the ownership or use of vehicles changes to a use not in accordance with this Agreement, the Partner may be required to reimburse the City in a manner determined by the City.

24. Infrastructure

24.1 Ownership

For any rights of way, real and personal property, leases, improvements and infrastructure funded as a reimbursable direct cost of the Project, Partner or Subcontractor, if applicable, must be the sole owner of the title or leasehold.

Partner or Subcontractor, if applicable, must ensure all necessary rights of way, property ownership, or leases have been secured prior to construction. Purchases of all real property required for the Project must be free and clear of liens, conflicting easements, obstructions, and encumbrances.

24.2 Maintenance

Partner or Subcontractor, if applicable, is obligated to continue operation and maintenance of the physical aspects of the Project for its full useful life, which, for the purpose of this Agreement, includes any extensions of that life achievable by reconstruction, rehabilitation or enhancements, in accordance with the described use in the same proportion and scope as in the Agreement, unless otherwise agreed to in writing.

Partner may be excused from its obligations for operation and maintenance of the Project site only upon written approval from the City. The Project and its facilities must be maintained, supervised, and inspected by adequate and well-trained staff and/or professionals and technicians as the project reasonably requires.

24.3 Changes in Ownership or Use

If the ownership or use of infrastructure changes to a use not in accordance with this Agreement, the Partner may be required to reimburse the State in a manner determined by the City.

25. Ownership of Deliverables

Partner hereby grants to the City a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all materials it produces pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on the City's behalf.

26. Payment

26.1 Payment Terms

- (a) Partner will be paid on a reimbursement basis.
- (b) To receive reimbursement payments of Grant funds, Partner must submit an invoice reflecting costs incurred for eligible program activities and expenses.
- (c) Invoices may be submitted by the Partner every other month.

26.2 Cost Principles

- (a) All costs to be reimbursed must be consistent with the CRC Program Guidelines.
- (b) All costs to be reimbursed must be reasonable.
- (c) Indirect costs may total up to 12% of the awarded Grant funds. Indirect costs are costs of doing business that are of a general nature. These costs are not directly tied to the grant but are necessary for the general operation of the Partner.
- (d) The City will reimburse Partner only for actual expenses incurred during the term of this Agreement.

26.3 Reimbursement

- (a) To receive reimbursement payments of grant funds, Partner must submit an invoice reflecting costs incurred for eligible program activities and expenses.

(b) Invoice submission will be consistent with the practice and policies of the City, and any changes to the invoicing process will be communicated to Partner.

(c) Upon receipt and approval of an itemized invoice and required supporting documentation, the City agrees to reimburse Partner for actual expenditures for tasks completed.

(d) Payment shall be made within forty-five (45) days upon receipt and approval of an invoice. Failure to comply with requirements may result in non-payment or delayed payment.

(e) The City will not reimburse for funds spent on activities that occur prior to grant execution.

26.4 Retainage

The City will withhold the final five percent (5%) of the total grant budget, to be paid once the City determines that all terms of this Agreement, including any final reporting requirements, have been satisfied.

27. Invoicing

27.1 General Requirements

Invoice submission will be consistent with the practice and policies of the City, and any changes to the invoicing process will be communicated to Partner.

27.2 Invoice Package

An invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials are collectively referred to as the “Invoice Package.”

The full Invoice Package must include the following:

(a) Completed invoice signed by the Authorized Signatory, or authorized designee on file with the City, certifying the expenditures are for actual expenses for the tasks performed under this Agreement.

(b) Supporting documentation for costs incurred, as applicable.

(c) Deliverables and/or evidence of work completed.

(d) Progress reports and other reports, as applicable.

The City has the discretion to determine the sufficiency of work completed and completeness of an Invoice Package.

27.3 Invoice Detail

“Invoice Detail” shall be provided by Partner, which includes details of Non-Payroll and Payroll expenses, along with documentation as applicable.

Partner must ensure that:

- (a) Expenses are broken out at the task level.
- (b) Expenses under each task are broken out by cost type (i.e., personnel, travel, supplies, etc.).
- (c) Travel and equipment are clearly identified.
- (d) All costs seeking reimbursement are eligible costs indicated in the Grant Agreement and CRC Program Guidelines. The City Manager may ask for additional documentation to verify cost reasonableness.
- (e) Supporting documentation is provided for each line item and is clearly referenced.

27.4 Supporting Documentation

- (a) Requirement: Partner must submit supporting documentation, including progress reports, for all itemized costs.
- (b) Documentation: Documentation may include but is not limited to copies of purchase orders, receipts, Subcontractor invoices, and timesheets or timesheet summaries. These items must contain sufficient information to establish that the specific service was rendered, or purchase was made. Original supporting documentation is not required and should be retained by the Partner.
- (c) Indirect/Overhead Costs: Supporting documentation does not need to be provided for indirect/overhead costs. However, the Partner must maintain records of indirect/overhead costs to be made available upon request from the City. Partner shall invoice in accordance with the indirect/overhead cost rate(s) approved for the Project.
- (d) Personnel/Staff Time: Partner shall provide timesheet summaries that include the following information:
 - (i) Name of individual
 - (ii) Date(s) on which the work was performed
 - (iii) Specific grant-related activities or objectives to which the individual’s time was devoted
 - (iv) Hourly rate
 - (v) Amount of time worked

(vi) Certification signature

(e) Non-Hourly Personnel/Staff Time: For staff positions that do not bill at an hourly rate, Partner should work with its payroll/financial office to provide supporting documentation that reflects the staff pay for the hours worked. Individual employee timesheets, activity logs, and/or payment records do not need to be submitted as supporting documentation, though such documents must be retained by Partner in case of an audit.

(f) Certification: It is the responsibility of the Partner to certify that the information submitted is true and correct by signing the personnel/staff time supporting documents.

27.5 Documentation Discrepancies

When there are discrepancies between a reimbursement request amount and the supporting documentation provided, the City will only reimburse for the amount on supporting documentation. If the Partner can demonstrate the remaining unverified costs, that amount will be applied to the following invoice reimbursement.

27.6 Invoice Disputes

(a) In the event of an invoice dispute, the City Manager will notify the Partner in writing within fifteen (15) working days of receipt of the disputed invoice. During the dispute, both parties shall deal in good faith to resolve the dispute and the Partner shall continue to meet its responsibilities and obligations under the terms of the Agreement.

(b) If Partner contests the decision made by the City Manager, the Partner shall submit a written "Notice of Dispute" on official letterhead to the City Manager. The "Notice of Dispute" shall include:

- (i) A complete description of the basis for the dispute
- (ii) Legal authority or pertinent facts, supporting arguments and documentation
- (iii) Action requested for resolution

(c) Within 30 days after receipt of the "Notice of Dispute," the City Manager shall review the dispute and submit a written decision to Partner, which shall include:

- (i) The decision made
- (ii) An explanation for the decision
- (iii) Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

27.7 Non-Conforming Invoice Packages

If the City determines that Partner submitted false or materially inaccurate invoices, supporting document or components of the Application, the City may impose any and all available remedies, including requesting reimbursement of already disbursed payments or termination of the Agreement.

27.8 Final Invoice

The final invoice for the Project should include a request for reimbursement of the final five percent (5%) of the total requested budget.

28. Travel Reimbursement

City may, at its discretion, reimburse travel expenses directly related to the performance of this Agreement.

28.1 Reimbursement

The City will only reimburse for actual expenditures incurred for in-state travel with the exception of “incidentals” as specified in the CRC Program Guidelines.

28.2 Travel Records

Partner shall maintain, and submit upon request, detailed travel records and supporting documents (e.g., travel request and approval forms, expense claims, invoices, receipts for lodging and transportation) showing the date and purpose of the grant-related travel, destination, and, in the case of travel by automobile, the number of miles driven.

28.3 Indemnification and Hold Harmless

Partner and any person traveling pursuant to this Agreement shall indemnify and hold harmless the City for any liabilities resulting from such travel.

29. Leveraged Funds

Leveraged funding is funding from non-CRC sources which supports activities that are integrated into the overall Application and Project. Leveraged funding must support and be spent for the purposes of the Project.

Partner must retain supporting documentation of leveraged funding that will be made available to the City upon request. Partners shall ensure adequate books and accounts are maintained documenting leveraged funding in accordance with generally accepted accounting principles, consistently applied.

Partner must only report eligible leveraged funding expenditures. Expenditure of leveraged funding will only count if it advances the Project. If leveraged funding sources change during the grant term, Partner will notify the City at the subsequent reporting due date.

Changes in leveraged funding sources that impact the Project's budget may require an amendment to this Agreement.

30. Revenue

All revenue generated as a part of the Project by Partner or Subcontractor must be used to further the Project to the extent reasonably possible. Partner must keep records of revenue expenditures for audit purposes. Partner agrees to maintain records of revenue generated and provide a report to the City upon request.

31. Reporting Requirements

Partner must provide period progress reports and information as requested by the City Manager.

31.1 Bi-monthly Progress Reports. Partner will submit bi-monthly progress reports to accompany bi-monthly invoices.

31.2 Annual Reports. Partner must provide an annual report at the end of each year of the grant term. The annual report includes: a leveraged funding report, if applicable; an equipment inventory record, if applicable; an annual summary report; and any indicator tracking data required for program evaluation.

31.3 Final Report

When the Project is completed, Partner must submit a Final Report with the last invoice. To complete and submit the Final Report:

(a) Submit the Final Report with the last invoice. If Partner does not submit the Final Report with the last invoice, then the last invoice will be considered incomplete and returned.

(b) Make sure the Final Report is signed by the person authorized to sign on the most current Authorized Signatory Form.

(c) Put enough detail in the Final Report to show that Partner fulfilled the terms of the Agreement and that both the last invoice and the five percent (5%) retention should be paid for completing the Project.

32. Document Submission

32.1 Submission Method

When this Agreement requires Partner to provide invoices, reports, or other documents to the City Manager, Partner must use email unless requested otherwise by the City.

32.2 Email Communications

All email communication must contain the Agreement number and Partner's name in the subject line.

32.3 Submission of Invoices

(a) Partner shall submit invoices on a bi-monthly basis, in arrears, to the City Manager.

(b) A request for payment shall consist of an Invoice Package, comprised of an invoice, supporting documentation, deliverables or other evidence of work completed, and the appropriate reporting materials.

(c) Partner must submit invoices via email to the City Manager.

33. Records Management and Retention

33.1 Project File

Partner shall establish an official file containing adequate documentation of all actions taken with respect to the Project, including changes, amendments, letters, email correspondence, financial records, and required reports for a minimum of four (4) years following the final payment of funds or until completion of any action and resolution of all issues which may arise as a result of an audit, whichever is later.

33.2 Ledger Account

Partner must maintain financial records of expenditures incurred during the Project in accordance with generally accepted accounting principles.

33.3 Period of Record Retention

Partner and Subcontractors must maintain copies of Project records four (4) years after all terms of the Agreement are fulfilled, unless a longer period of records retention is stipulated.

33.4 Protection

Partner and Subcontractors shall adequately protect all records, physical and electronic, from loss, damage, or destruction during the four (4) year retention period.

33.5 Access

Partner agrees that the City or designated representative will have the right during normal business hours to review and to copy any records and supporting documentation pertaining to the performance of the Agreement and interview any employees who might reasonably have information related to such records.

33.6 Audit

Partner agrees that the City will have the right to audit its records and interview its staff related to performance of the Agreement.

34. Personally Identifiable Information (PII)

Information or data, including but not limited to all records and supporting documentation that personally identifies an individual or individuals, is confidential in accordance with California Civil Code Sections 1798, et seq. and other relevant state or federal statutes and regulations. Partner must ensure that all such information or data that comes into possession under this Agreement is appropriately safeguarded in perpetuity, and must not release or publish any such information, data, or records.

35. Audit

35.1 Audit Period

The Project is subject to audit by the City during the grant term and for up to four (4) years following the termination of the Agreement. Partner agrees that City shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The audit may consist of examining and auditing pertinent books, documents, papers, and records including financial transactions and supporting documents, general accounting systems, internal controls, management practices, policies, and procedures pertaining to the performance of this Agreement. Audits may also include, but are not limited to, inspections of project records; ownership and usage records of equipment, vehicles, and infrastructure; and maintenance records of equipment, vehicles, and infrastructure.

35.2 Process and Notification

At any time, the City may request to review Partner's records to ensure proper grant management. Partner shall be given advance notice when the Project is selected for an audit. Partner agrees to allow the auditor(s) access to such records during normal business hours, excluding State of California holidays, and to allow interviews of any employees who might reasonably have information related to such records. Further, Partner agrees to include a similar right of the City to audit records and interview staff in any subcontract related to performance of this Agreement in accordance with Government Code Section 8546.7.

35.3 Subcontractors

Subcontractors employed by the Partner and paid with moneys under the terms of this Agreement shall be responsible for maintaining accounting records.

35.4 Compliance

Partner shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code Section 10115.10.

The City may require recovery of payment from the Partner, issue a Stop Work Order or terminate the Agreement, as warranted, based on an audit finding, or any other remedies available in law or equity.

36. Dispute Resolution

36.1 General Disputes

The following section pertains to the general occurrence of disputes under the Agreement between the City and Partner. Examples of such disputes include, but are not limited to, invoice discrepancies between the work claimed in the invoice and agreed-upon project activities, significant increase in the cost of an activity, invoices for activities not approved under the Project.

(a) During a dispute, Partner shall continue to meet its responsibilities and obligations under the terms of this Agreement.

(b) In the event of a dispute unrelated to the dispute of an invoice, Partner shall first attempt to resolve the dispute with the City Manager.

(c) If Partner contests the decision made by the City Manager, Partner shall submit a written “Notice of Dispute” on official letterhead, according to Subsection 38.3 below.

36.2 Contesting a Dispute Decision

If Partner contests a decision made by the City Manager, Partner may submit a written “Notice of Dispute” on official letterhead. The “Notice of Dispute” shall include:

- (a) The Agreement number
- (b) A complete description of the basis for the dispute
- (c) Legal authority or pertinent facts, supporting arguments and documentation
- (d) Action requested for resolution

36.3 Submission of Notice of Dispute

The “Notice of Dispute” shall be sent via email to the City Manager.

36.4 Dispute Resolution

Within 30 days after receipt of the “Notice of Dispute,” the City Manager shall review the dispute and submit a written decision to Partner, which shall include:

- (a) The decision made
- (b) An explanation for the decision

(c) Whether the decision shall be conclusive and binding or can be appealed and the steps to take to appeal the decision

37. Stop Work

If it is determined, at the sole discretion of the City, that Partner is not meeting the terms and conditions of this Agreement, immediately upon receiving a written notice from the City to stop work, Partner shall cease all work under this Agreement.

The City has the sole discretion to determine that Partner meets the terms and conditions after a stop work order, and to send through certified mail a written notice to Partner to resume work under this Agreement.

If Partner issues a Stop Work Order to any Subcontractors, it must notify the City within ten (10) working days of issuing the order.

38. Health Impacts

If the City has a reasonable concern about the public health impact of a Project Component, the City may require Partner to further study and mitigate the impact as directed by the City.

39. Termination

39.1 Completion of Project

This Agreement shall terminate upon completion of the Project or at the end of the Grant Term, but no later than payment of the last Project invoice.

39.2 Early Termination

Either Party may terminate this Agreement upon thirty (30) days advance written notice to the other Party. The notice shall specify the reason for early termination and may permit Partner or the City to rectify any deficiency(ies) prior to the early termination date.

(a) Upon any termination, Partner must deliver all invoices, reports, and other deliverables required by this Agreement up to the time of termination. Partner must deliver all materials within sixty (60) calendar days of the termination date.

(b) Upon receipt of notice from the City of early termination, Partner shall immediately take action to ensure neither it nor any Subcontractor incur any additional obligations, costs or expenses, except as may be reasonably necessary to terminate its activities.

(c) The City will examine the extent of Partner compliance for work partially completed and reasonably determine costs eligible for reimbursement based on final invoices submitted and compliance with this Agreement.

39.3 Budgetary Termination and Amendment

If funding for any fiscal year is reduced or deleted or funding becomes unavailable, for any reason, for purposes of this program, the City shall have the sole discretion to either terminate this Agreement with no liability occurring to the City or offer an amendment to reflect the reduced amount.

(a) City will notify Partner in writing 30-days prior to termination or amendment pursuant to this section.

(b) Partner will be compensated for work already performed under the agreement, if sufficient funding exists, but will not be able to perform any further work or incur any additional costs once it receives notice of termination from the City.

40. CRC Grant Publicity Guidelines

Partner agrees that it will acknowledge the SGC in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the Grant. The City Manager will provide the SGC logo files and guidance on their usage directly to Partner. Partner agrees to adhere to the CRC Publicity Guidelines provided by the SGC (Exhibit F, CRC Grantee Publicity Guidelines).

40.1 Long-Form Materials

Long-form written materials, such as reports, must include the following standard language about the SGC and CRC:

“The California Strategic Growth Council’s (SGC) Community Resilience Centers Program (CRC) funds neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies, as well as year-round services and programming that strengthen community connections and ability to withstand disasters. For more information, visit <https://sgc.ca.gov/grant-programs/crc>.”

40.2 Press Releases, Flyers, and Visual Materials

Any informational materials that do not qualify as long-form but include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include following language:

“[Project Name] is supported by the California Strategic Growth Council’s Community Resilience Centers (CRC) Program.”

Partner may, at times, produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the above boilerplate language acknowledging the SGC support is not practical, Partner should instead include the official logo of the SGC, preceded by the words “Funded by.”

41. Right to Publish

41.1 Right to Publish

Subject to any restrictions on the publication, disclosure, dissemination and use of data or information set forth in this Agreement or under any applicable law, Partner shall have the right to publish, disclose, disseminate, and use, in whole and in part, any data and information received or developed under this Agreement.

41.2 Review Process

(a) Partner shall ensure that publications, presentations, and other public releases resulting from work performed under this Agreement are provided to the City for review at least thirty (30) calendar days prior to publication and will identify the proposed recipient(s).

(b) During the first twenty (20) calendar days of such review period, the City may provide notice to the Partner that it intends to rebut some or all aspects of the presentation, publication, or other media release. The City will then have thirty (30) calendar days from the date of notice to prepare and submit such rebuttal to the recipient(s) identified by the Partner.

(c) Within the review period, the City may provide feedback to the Partner; the Partner will give good faith consideration to such feedback but has no obligation to make any changes in said material, other than the removal of any material whose disclosure is prohibited or restricted by this Agreement or by any applicable law.

(d) Any of the above referenced time periods may be modified upon agreement of both Parties. Neither Party may unreasonably deny such requests.

41.3 Terms & Conditions Required for State-Funded Research Grants

The Parties shall comply with the California Taxpayer Access to Publicly Funded Research Act (Government Code Section 13989 et seq.).

42. Copyrights

42.1 Copyrightable Works

All rights in copyrightable works first created by Partner in the performance of the Scope of Work, under this Agreement are the property of Partner. Partner shall grant the City a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies of the deliverables identified in Exhibit "A2."

42.2 Reserved Rights

Notwithstanding the above, if the purpose of the Budget and Schedule of Deliverables is specifically to create a copyrightable work for use by the State then all rights in such copyrightable work will be the property of the State, subject to a reserved right for Partner to use the copyrightable work for educational and research purposes and to allow other educational and nonprofit institutions to do so for educational and research purposes.

42.3 Written Requests

The City may make written requests for delivery of works first created in the performance of the Budget and Schedule of Deliverables, but which were not identified as deliverables. To the extent Partner is legally able to do so, Partner shall grant a fully paid-up, royalty-free, nonexclusive, sublicensable, irrevocable license to use, reproduce, prepare derivative works, and distribute copies.

43. Indemnification

Partner agrees to indemnify, defend, and hold harmless the City, its elected and appointed officials, officers, agents, and employees from any and all claims and losses accruing or resulting to Partner, its officials officers, agents, employees and any and all Subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Partner in the performance of this Agreement.

44. Waiver of Rights

This section refers to the Partner's voluntary waiver of certain causes of action (lawsuits) against City in the event of harm or liability related to the Partner's actions while implementing the Project.

(a) Partner waives any and all rights to any type of express or implied indemnity (i.e., contractual relationship) or right of contribution from the City, its elected and appointed officials, officers, agents, or employees for any liability arising from, growing out of, or in any way connected with this Agreement.

(b) Partner waives all claims and recourses against the SGC, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, except claims arising from the gross negligence of the City, its officers, agents, and employees.

(c) None of the provisions of this Agreement shall be deemed waived unless expressly waived in writing.

45. Force Majeure

Neither the City nor Partner will be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, or other contingencies unforeseen by the City or Partner, its Partners, Subcontractors, or vendors, and beyond the reasonable control of such party.

46. Compliance with Laws and Regulations

By signing this Agreement, Partner certifies that it shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, including the California Environmental

Quality Act, and shall secure and/or maintain any permits required by authorities having jurisdiction over the Project.

47. Americans with Disabilities Act

Partner assures the City that Partner complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.). Partner is expected to know, understand, and comply with ADA requirements. To that end, the City encourages Partner to review guidance from: the U.S. Department of Justice Civil Rights Division at www.ada.gov; the State of California Civil Rights Department at <https://civildrights.ca.gov/peoplewithdisabilities>; and the Pacific ADA Center at www.adapacific.org. The City also encourages Partner to coordinate with local, regional, and/or state disability rights organizations on opportunities for staff training and education.

48. Drug-Free Workplace Certification

In signing this Agreement, Partner certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace as outlined in this section.

48.1 Statement Publication

Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

48.2 Establishment of a Drug-Free Awareness Program

Establish a Drug-Free Awareness Program, as evidenced by a drug-free workplace policy statement, to inform employees about:

- (a) The dangers of drug abuse in the workplace.
- (b) The person's or organization's policy of maintaining a drug-free workplace.
- (c) Any available counseling, rehabilitation, and employee assistance programs.
- (d) Penalties that may be imposed upon employees for drug abuse violations.

48.3 Employee Awareness

Every employee who works on this Agreement will:

- (a) Receive a copy of the company's drug-free workplace policy statement.

(b) Agree to abide by the terms of the company's statement as a condition of employment on this Agreement.

48.4 Failure to Comply

Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both, and Partner may be ineligible for award of any future State of California agreements if the City determines that any of the following has occurred: Partner has made false certification or violated the certification by failing to carry out the requirements as noted above (Gov. Code §8350 et seq.).

49. Air/Water Pollution Violation Certification

Under State of California laws, Partner shall not be: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

50. Environmental Justice

In the performance of this Agreement, Partner must conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of California, consistent with Government Code Section 65040.12, subdivision (e).

51. Union Organizing

By signing this Agreement, Partner hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

51.1 No grant funds disbursed by this Agreement will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.

51.2 If Partner makes expenditures to assist, promote, or deter union organizing, Partner must maintain records sufficient to show that no state funds were used for those expenditures, and that Partner must provide those records to the Attorney General upon request.

52. Prevailing Wage

52.1 General Requirements

The Project may be subject to State Prevailing Wage Requirements, pursuant to Section 1700 of the California Labor Code. The California Labor Code requires payment of local

prevailing wages to workers and laborers on state government contracts in excess of \$1,000 for public works projects.

52.2 Public Works

A “public work” is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Partner can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

52.3 Partner Responsibilities

Partner must ensure the following on “public work” activities under this Agreement:

- (a) Prevailing wages are paid;
- (b) The Project budget and invoices for labor reflects prevailing wage requirements, or if exempt, provide the applicable exemption to City with the Project budget; and
- (c) The Project complies with all other requirements of prevailing wage law, including but not limited to, keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

52.4 Partners and Subcontractors

Partner shall ensure that its Partners and Subcontractors, if any, also comply with prevailing wage requirements. Partner shall ensure that all agreements with its Partners and Subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects.

53. Relocation

If a project is subject to State Relocation Law and a relocation plan is required by State Relocation Law (Gov. Code, § 7260 et seq.) and Section 6038 of the Relocation Assistance and Real Property Guidelines (25 Cal. Code of Regulations, Div. 1, Ch. 6, § 6000 et seq.) for the Project Area, Partner must provide a copy of the relocation plan.

54. Expatriate Corporations

Partner hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

55. Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation must be in good standing and currently qualified to do business in the state. “Doing

business” is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

56. Certificate of Compliance with Russia Sanctions

Per Executive Order N-6-22, all contractors and Partners that have agreements valued at \$5 million or more with agencies or departments subject to the California Governor’s authority are directed to report their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any. Partners subject to the certification requirement should carefully review the Executive Order and the economic sanctions imposed in response to Russia’s actions in Ukraine, including, but not limited to, the federal executive orders identified in Executive Order N-6-22, sanctions identified by the U.S. Department of the Treasury, and sanctions imposed under state law, if any. A certification of compliance, must be returned to the City prior to any disbursement of grant funds.

Additionally, should the City at any time determine Partner is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The City shall provide Partner advance written notice of such termination, allowing Partner at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the City.

57. Governing Law and Venue

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Venue will be in Riverside County, California.

58. Unenforceable Provision

If any provision of this Agreement is unenforceable or held to be unenforceable, then the Parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

59. Budget Contingency Clause

If the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, City may terminate this Agreement shall have no further force nor effect. In this event, the City shall have no liability to pay any funds whatsoever to Partner or to furnish any other considerations under this Agreement, and Partner shall not be obligated to perform any provisions of this Agreement.

60. Recovery of Funds

In the event the City determines grant funds are not being used, or have not been used, for purposes in accordance with this Agreement, the City has discretion to take appropriate action under this Agreement, in law or in equity, including but not limited to:

(a) Requiring Partner to forfeit any unexpended portion of the grant funds, including but not limited to any retention withheld from invoices;

(b) Requiring Partner to repay any funds improperly expended.

61. Terms that Survive Agreement

The following Sections survive the termination or expiration of the Agreement: 4, 14, 17, 21, 24, 30, 33, 34, 35, 41, 42, 43, 52, 57, 59, 61.

[Signature Provision on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF COACHELLA,
A California municipal corporation

NAME of Partner

By: _____
William B. Pattison
City Manager

By: _____
Name: _____

APPROVED AS TO FORM:

Title: _____
(If corporation or LLC, Board Chair
Pres. Or Vice Pres.)

By: _____
City Attorney

By: _____
Name: _____

ATTEST:
ANGELA M. ZEPEDA
City Clerk

Title: _____
If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

By: _____
City Clerk

REVIEWED BY:

Addresses:
CITY:
City of Coachella
Attention: City Manager's Office
Coachella City Hall
53990 Enterprise Way
Coachella, CA 92236
Phone: (760)398-3502

PARTNER:
Name

Title
Address

Exhibit “A1”
Grant Agreement

Exhibit “A2”

Scope of Work

Exhibit "A3"

Authorized Signatory Form

Partner Authorized Signatory:

Print Name:

Print Title:

Signature:

Date:

Delegated Authorized Signatories:

Print Title:

#1 Print Name:

Signature:

Date:

Document(s) Authorized to sign: (circle all that apply)

All Grant Related Documents **or**

Grant Agreement Grant Amendments Budget Amendments

ReportsInvoices Other _____

#2 Print Name:

Print Title:

Signature: Date:

Document(s) Authorized to sign: (circle all that apply)

All Grant Related Documents **or**

Grant Agreement.....Grant Amendments Budget Amendments

Reports.....Invoices.....Other _____

Exhibit “A4”

Project Representatives Form

City

Name	Title	Phone Number	Email
Jaime Arroyo	Grants Manager	760-501-8125	jarroyo@coachella.org

Partner

Name	Title	Phone Number	Email