



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

AGENDA

MONDAY, OCTOBER 13, 2025
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=TVpiRnZQOG8xbWZuS1NpTkRyZlZDZz09>

MEETING ID: 896 1395 1789

AUDIO PASSCODE: 651423

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

SUBMIT COMMENTS BEFORE THE MEETING:

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

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

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------(ITEM A)

- A. SEPTEMBER 8, 2025 COMMUNITY BENEFIT PROGRAM COMMITTEE MEETING MINUTES (ATTACHMENT A)

III. ACTION/DISCUSSION------(ITEMS B–F)

- B. INTRODUCTION OF NEW COMMITTEE MEMBER TIFFANY SAXON
- C. COMMITTEE POSITIONS TO BE FILLED:
 - 1. SECRETARY
 - 2. CONTRACT OVERSIGHT
- D. REQUEST BY FOR EXTENSION BY FALLBROOK TRAILS COUNCIL FOR HIRING SECURITY AND MAINTENANCE SERVICES (ATTACHMENT B)
- E. APPLICATION REVIEWS
 - 1. APPLICANTS OPPORTUNITY TO SPEAK
 - 2. SITE VISIT REVIEWS (ATTACHMENT C)
 - 3. COMMITTEE MEMBER QUESTIONING
- F. NEW MEMBER TRAINING (ATTACHMENTS D–I)

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 regularly-scheduled Committee Meeting – November 10, 2025 at 10:00a.m.

* * * * *

DECLARATION OF POSTING

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

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

October 8, 2025
Dated / Fallbrook, CA

/s/ Lauren Eckert
Executive Assistant/Board Secretary

Attachment A
Minutes of the September 8, 2025
Community Benefit Program Committee Meeting



FALLBROOK PUBLIC UTILITY DISTRICT
MEETING OF THE COMMUNITY BENEFIT PROGRAM COMMITTEE

MINUTES

MONDAY, SEPTEMBER 8, 2025
10:00 A.M.

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

I. PRELIMINARY FUNCTIONS

CALL TO ORDER / ROLL CALL

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
Lila Hargrove, Vice Chair
Mavis Canpinar
Jerry Kalman
Leticia Maldonado/Stamos
Elana Sterling

Absent: Tiffany Saxon

District Staff Present: Lauren Eckert, Executive Assistant/Board Secretary
Noelle Denke, Public Information Officer

Also present: Two people attended via Zoom. Three people attended in person.

PLEDGE OF ALLEGIANCE

Committee Member Maldonado/Stamos led the Pledge of Allegiance.

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

APPROVAL OF AGENDA

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

AYES: Committee Members Canpinar, Hargrove, Kalman, Maldonado/Stamos,
Mendelson, and Sterling

NOES: None
ABSTAIN: None
ABSENT: Committee Member Saxon

PUBLIC COMMENT

Chair Mendelson called for public comment on non-agenda items. No comments were received at this time.

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

A. AUGUST 11, 2025 COMMUNITY BENEFIT PROGRAM COMMITTEE MEETING MINUTES (ATTACHMENT A)

MOTION: Vice Chair Hargrove moved to approve the August 11, 2025 FPUD CBP Committee Meeting Minutes; Committee Member Maldonado/Stamos seconded. A vote commenced and the motion passed. **VOTE:**

AYES: Committee Members Canpinar, Hargrove, Maldonado/Stamos, and Mendelson

NOES: None

ABSTAIN: Committee Members Kalman and Sterling

ABSENT: Committee Member Saxon

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

B. FPUD BOARD ACTION FOR CBP COMMITTEE APPOINTMENTS (ATTACHMENT B)

Chair Mendelson provided an overview of the FPUD Board of Directors action that approved five appointments to the Community Benefit Program Committee. These appointments included the reappointment of Committee Members Kalman, Mendelson, and Sterling for one additional three-year term. This also included the appointment of Tiffany Saxon for the remainder of the current term ending December 31, 2027 and Mavis Canpinar for the remainder of the current term ending December 31, 2025, plus one additional full three-year term beginning January 1, 2026.

Chair Mendelson welcomed Mavis Canpinar to the Committee and requested she provide a brief overview of her background. Ms. Canpinar summarized her background and experience as it related to the Community Benefit Program Committee.

Chair Mendelson noted Tiffany Saxon was absent due to a prior engagement scheduled before her appointment to the Committee.

C. PERMITTING REQUIREMENTS PRESENTATION – FALLBROOK COMMUNITY PLANNING GROUP CHAIRPERSON, EILEEN DELANEY

Chair Mendelson introduced Eileen Delaney, Chair of the Fallbrook Community Planning Group to speak on permitting requirements for community projects. Ms. Delaney gave an overview of the permitting requirements and the various types of projects that require permitting. She also went over the process for design approval within the Planning Group's Design Review Board Committee. She offered her guidance to the Committee on permitting.

Vice Chair Hargrove explained the application has a question asking if the project has gone to the Fallbrook Planning Group for approval, followed by a reason why or why not. She requested Ms. Delaney's think of ideas to better clarify what needs to be presented to the Planning Group, as many organizations just don't know they need to go through the Planning Group.

Vice Chair Hargrove provided a list of projects and asked Ms. Delaney if she knew which projects would need permitting. Ms. Delaney answered to the best of her abilities. She did note that most projects with external modifications will need permitting.

Chair Mendelson asked if the next round of applicants could have an advisory meeting with the Planning Group. Vice Chair Hargrove thought it would beneficial to add this to the PowerPoint presented at the workshop.

Committee Member Maldonado/Stamos asked for clarification that the permitting is done through San Diego County. Ms. Delaney reviewed the permitting process including that the permit application starts with the County and then comes to the Fallbrook Planning Group to make a recommendation for approval before it goes back to the County.

Vice Chair Hargrove will send the Design Standards to the Committee Members.

D. INCOMPLETE APPLICATION ISSUES (ATTACHMENT C)

Vice Chair Hargrove went over applications that were missing required items and asked the Committee for their input on whether they want to be flexible and reach out to the organizations or if applications missing items will be automatically disqualified.

Discussion ensued by Committee Members on their opinions and input on applications missing items. Several members of the public also provided their opinions and input.

The Committee agreed on adding a disclaimer to next year's application and making it clear during the workshop that applications would not be considered if there were items missing.

E. PROJECT REQUESTS OVERVIEW (ATTACHMENT D)

Vice Chair Hargrove summarized the project requests, including projects that were rejected due to not meeting project requirements.

Tom Frew from the Fallbrook Historical Society stepped to the podium to express his disagreement with the disqualification of his project for paving. Vice Chair Hargrove explained the project was rejected due to the road being a private road.

F. REQUEST FOR SITE VISITS FROM GRANT APPLICANTS (ATTACHMENT E)

The Committee discussed the projects that requested site visits and members volunteered to conduct the site visits. The site visits were assigned as follows:

Organization/Site Visit	Committee Member(s)
Boys and Girls Club	Mendelson
Gem and Mineral Society	Mendelson and Hargrove
Fallbrook Regional Healthcare District	Sterling and Canpinar
Fallbrook Youth Baseball	Kalman and Hargrove
Fallbrook Sports Association	Kalman and Sterling
Fallbrook Village Association	Sterling and Canpinar
North County Fire Protection District	Hargrove and Mendelson
Mission Resource Conservation District	Hargrove
Fallbrook Land Conservancy	Hargrove and Canpinar

Chair Mendelson will send out a list of site visits and which Committee Members will attend each one.

Karla Ibarra from the Fallbrook Land Conservancy stepped to the podium to request a site visit for their project.

G. NEW MEMBER TRAINING

Chair Mendelson suggested new member training be conducted at a noticed public meeting to allow all Committee Members to have input on the training topics.

H. UPCOMING EVENTS (ATTACHMENT F)

Vice Chair Hargrove requested the timing of the site visits be moved up to conduct them before the Committee begins scoring projects.

Discussion ensued regarding the timing of the next meeting and the possible length of the meeting due to the new member training and site visit discussion. It was agreed that the October 13, 2025 meeting would take place at the regular time of 10:00 a.m., with Committee Members understanding the length of the meeting may be extended into the early afternoon due to the length of the agenda.

IV. WORK GROUP REPORTS.....(ITEMS I-L)

- I. ADMINISTRATIVE PROCEDURES
- J. PROPOSAL DEVELOPMENT
- K. CONTRACT OVERSIGHT
- L. PUBLIC OUTREACH

There were no reports from the work groups.

V. NEW BUSINESS

No new business was presented.

VI. ADJOURNMENT OF MEETING

Next regularly-scheduled Committee Meeting – October 13, 2025 at 10:00 a.m.

Committee Members shall submit October Agenda items to Committee Chair Mendelson on or before October 3, 2025.

MOTION: Committee Member Kalman moved to adjourn; Committee Member Maldonado/Stamos seconded. A vote commenced, the motion passed unanimously and the meeting was adjourned at 11:08 a.m.

Chair, Community Benefit Committee

ATTEST:

Secretary, Community Benefit Committee

Attachment B

Request for Extension by Fallbrook Trails Council for Hiring Security and Maintenance Services

I wanted to ask you about the possibility of a time extension on the last project for Fallbrook Trails Council. Our remaining project was set for hiring security and maintenance services for the trails. We had some difficulty in finding the correct and competent personnel. We now have a great team in place but I don't feel we can complete the work in the time frame that remains on this grant. Can you let me know if an extension is possible? And if so what is the process?

We have already completed and closed out the first 2 projects. And reconciled all those funds in July. So we have this one remaining project to complete.

Thanks for your assistance in this matter.

~Lita Tabish, President
Fallbrook Trails Council

Attachment C
 FPUD CBP Site Visits 2025

Site	Member 1	Member 2	Date/time
Boys & Girls Club	Jim	Elana	18 Sept
Fallbrook Gem & Mineral Society	Jim	Lila	18 Sept
Fallbrook Regional Healthcare	Elana	Mavis	10 Sept
Fallbrook Sports Association	Jerry	Elana	25 Sept
Fallbrook Village Association	Elana	Mavis	9 Sept
Fallbrook Youth Baseball	Jerry	Lila	15 Sept
MRCDC	Lila		16 Sept
NC Fire	Jim	Lila	24 Sept
Land Conservancy	Lila	Mavis	2 Oct

Attachment D



FALLBROOK PUBLIC UTILITY DISTRICT COMMUNITY BENEFIT PROGRAM MISSION STATEMENT

The Fallbrook Public Utility District's (FPUD) Community Benefit Program recommends, promotes, coordinates, and oversees funding of non-profit and qualified organizations' community projects related to parks, recreation facilities, roads and street lighting within FPUD's service area. The program intends to benefit Fallbrook residents by using unrestricted property tax revenue received by FPUD and allocated to the Community Benefit Program.

FALLBROOK PUBLIC UTILITY DISTRICT COMMUNITY BENEFIT PROGRAM VISION STATEMENT

Fallbrook Public Utility District's (FPUD) Community Benefit Program identifies, solicits and evaluates requests from FPUD's service area non-profit organizations to foster projects that enhance the quality of life for Fallbrook residents. An FPUD Board appointed seven-member committee ensures that funded projects result from fair and equitable consideration of proposals sponsored by qualified organizations during the selection process. The committee will ensure proper use of funds and validate the completion of approved projects.

Attachment E

CBP FUNDING Reporting Requirements

An award recipient shall provide a report, or reports, verifying award funds are spent in accordance with the purpose of the funding as stated in the funding agreement.

- All expenses must accrue during the period of the grant.
- All expenses must be for grant purposes.
- The report must show expenditures by itemizing the expenditures with an item number that corresponds to the organization of the supporting documentation.
- The report and supporting documentation should be delivered to the Fallbrook Public Utility District’s office at 900 E. Mission Road., Fallbrook, California 92028. Delivery may be by United States Postal Service or any other reliable means.
- Any unspent funds must be returned to the Fallbrook Public Utility District on the day the report is due.
- An award recipient should avoid paying expenses with cash; however, any cash payment must be explained in Cover Letter, see below.
- Augmenting the financial documentation with visual evidence of the expenditure of funds, such as “before and after” pictures is recommended.

The report documentation requirements are as follow:

Document	Description of Document
Cover Letter	<p>Written on organization’s letterhead with original signature.</p> <p>Description of how funds were spent and how the expenses were in compliance with the funding contract</p> <p>Explanation of unspent grant funds</p>
List of Expenditures & Accounting (See sample below.)	<p>The sample List of Expenditures and Accounting is provided at the Fallbrook Public Utility District’s website. The sample format may be set out in an excel or other format as long as it specifically lists the following details and is supported by required documentation:</p> <ul style="list-style-type: none"> • Date money paid • Check number • Name of payee • Description of purpose of payment • Amount paid • Item number that is assigned to the item and used to organize the supporting documentation
Contracts and Invoices (Originals not required)	Evidencing work provided to project and the itemization of expenses

Receipts	Evidencing expenditures Cash payments must be evidenced by a signed receipt
Checks, Bank Statements and/or Credit Card Statements (Originals not required)	Evidencing expenses and payments Checks must be supported by banking documentation evidencing check was cashed
Payroll Expense Reports (Originals not required)	Evidencing any payroll documents <i>(Payroll documents will likely be provided by third party. A project over \$25k requires the entity to register and open a Department of Industrial Relations (DIR) number. Registration is at https://www.dir.ca.gov/pwc100ext/LoginPage.aspx. The DIR system automatically assigns the DIR project number.)</i>

Attachment F

EVENT	DATE
Workshop Meeting	07/14/2025 6:00 p.m.
Open Electronic Application Process Online	07/15/2025
Close Electronic Application Process Online	08/15/2025
Opportunity for FPUD to Review Applications for Eligibility	08/22/2025
Proposal Development Workgroup to Assemble and Distribute Application Notebooks	09/02/2025
Committee Members Review Applications and Submit Questions to Proposal Development Workgroup Chair	09/23/2025
Notice Sent to Each Applicant Announcing Next Regularly Scheduled CBP Meeting and that Projects Will be Discussed with Opportunity for Applicant to Respond to the Committee's Questions with Clarification and/or Answers	09/30/2025
Regularly Scheduled CBP Committee Meeting with Agenda Item for each Eligible Application and to Address Requests for Site Visits	10/13/2025
Site Visits	10/13-24/2025
Special Meeting to Report on Site Visits, if applicable	10/27/2025 10:00 a.m.
Committee Members Individually Score Applications and Turn In Scoring Rubric to Proposal Development Workgroup	11/1/2025
Regularly Scheduled CBP Meeting to Discuss Application Scores and Determine Funding Awards	11/10/2025
Secretary Emails Each Applicant about Results of CPB Funding Decisions	11/12/2025
Fallbrook Public Utility District Board Meeting	12/8/2025
Negotiation and Execution of Award Contracts	12/15/2025
<i>Awards Report</i> Posts to FPUD Website	12/16/2025
Contract Oversight Workgroup Assigns Project Monitor and Provides Reporting Requirements to Each Award Recipient	1/12/2026
Funding; Distributed by FPUD	TBA as per Contract
Reporting Period (Recipient must submit a final report 13 months from the date of this contract's execution.)	TBA as per Contract

Attachment G

Fallbrook Public Utility District's Community Benefit Program

Operating Guidelines

Adopted June 12, 2023

I. PURPOSE AND AUTHORITY

The Fallbrook Public Utility District's Community Benefit Program Committee (Committee), established by the Fallbrook Public Utility District's Board of Directors, operating pursuant to the Fallbrook Public Utility District's Administrative Code, including but not limited to, Article 23, herein outlines its general operating guidelines which also govern, and are specific to, the Committee.

II. MEETINGS

A. Meetings shall be conducted in accordance with Robert's Rules of Order.

B. Regularly scheduled meetings will be at 10:00 a.m. on the second Monday of each month. In the event the second Monday of a month is a state or national holiday, that month's meeting shall be scheduled for the next business day.

C. Scheduling of future meetings may be modified by a majority of the Committee at a regularly scheduled meeting if additional or less meetings are necessary. This may be necessary, but is not limited to, satisfying the quorum requirement for any regularly scheduled meeting.

D. The Committee may create work groups of one to three Committee members to address specific matters of the Committee's business. Each work group shall report on its activity and make recommendations to the Committee during regularly scheduled meetings.

III. VOTING

A. All decisions with respect to the selection of services and projects to be recommended to the Fallbrook Public Utility District's Board of Directors for approval shall require a roll call vote and at least four or more members voting in favor for the selection and recommendation. However, if recusals reduce the number of Committee members participating in the selection of a particular service or project, a majority vote of those members present participating in the selection and recommendation is sufficient.

B. Recusal

1. If a Committee member

a. serves on the Board of Directors, is an officer, or is a current member of an organization whose project is under consideration, the Committee member shall recuse themselves and leave the room during discussion of the project.

b. has previously served as a director or officer of an organization whose project is under consideration, the Committee member may recuse themselves and leave the room during discussion of the project.

c. has been a member of an organization whose project is under consideration or has any other personal or professional connection to an organization whose project is under consideration, the Committee member may recuse themselves and leave the room during discussion of the project. However, if the Committee member's prior involvement with the organization creates an appearance of conflict between the Committee Member's official status on the Committee and the Committee member's affiliation with the organization, then the Committee member shall recuse themselves and leave the room during the discussion of the project.

2. Once a Committee member has recused themselves from discussion about a particular project, that Committee member shall continue to be recused from participating in any way in the discussion or Committee action regarding that project.

IV. MEMBERSHIP

A. If the position of the Chair becomes vacant, the Vice Chair shall assume the office for not more than sixty days, by which time the Committee members shall elect a new Chair. The other officers, Vice Chair and/or Secretary, if vacant, shall be filled by appointment by the Chair.

B. A Committee member may refer any comments, questions, or other communications received outside of a regularly scheduled meeting from a member of the public to the Chair. A Committee member may provide a copy of the agenda to any requesting person or refer a person to the Fallbrook Public Utility District website to obtain the Committee's publications.

C. A Committee member may receive input from the public on a published agenda item. A Committee member must remain impartial on each agenda item until the agenda item is heard.

D. Official business of the Committee shall be made available via social media communications and/or other press releases by the Committee's Public Outreach. Public announcements shall be made or authorized by the Chair. Individual Committee members shall not make any public comments about the Committee's business unless the specific action is directed by the Chair.

Attachment H

Fallbrook Public Utility District Community Benefit Program Funding Agreement

This Community Benefit Program Grant Agreement (“Agreement”) is made and entered into as of November 1, 2024 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] which is more fully described along with 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 November 1, 2024 through October 31, 2025, 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
990 E. Mission Rd.
Address: Fallbrook, CA 92028

Title: _____

Address: _____

