

GRANT AGREEMENT

Program: Revolving Loan Fund for Riverside Non-Profit Organizations

Recipient/Organization: Inland Empire Community Foundation

Grantor: City of Riverside

THIS GRANT AGREEMENT (“Agreement”) for the establishment of a Revolving Loan Fund for Riverside Non-Profit Organizations is made effective as of the ____ day of September, 2024 (“Effective Date”), by and between the CITY OF RIVERSIDE, a California charter city and municipal corporation (“City” or “Riverside”), and Inland Empire Community Foundation, a California Public Benefit Corporation (“Grantee”).

This Agreement is made with reference to the following facts:

- A. The City has found a critical need to support Riverside’s nonprofits that serve vulnerable municipal populations such as (but not limited to) seniors, youth ages 0-5, and those living in low-income communities, as well as other critical needs, all within the City of Riverside.
- B. The City requires the services of an organization that is experienced in the establishment, outreach, operation, and reporting required for a revolving loan fund that will benefit not-for-profit agencies benefitting vulnerable populations and critical needs in the City of Riverside.
- C. On March 12, 2024, the Riverside City Council approved and created a Nonprofit Revolving Loan fund (“Fund”) which would support local nonprofit organizations serving the City’s most vulnerable populations, including, but limited to, seniors, youth ages 0-5, and those living in low-income residents, or other critical needs for the City communities (“Program”).
- D. The City has agreed to capitalize a loan pool and to further grant startup costs and an initial two years of operational costs.
- E. Grantee affirms that it has the necessary fiduciary experience in managing a revolving loan pool and administering a lending program that benefits not-for-profit entities.
- F. The City desires to grant funds to the Grantee and the Grantee desires to use such funds for the specific purpose of supporting the Program upon the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, conditions and promises herein contained, the parties hereto do hereby agree as follows:

1. **Scope of Program.** Grantee, in exchange for receiving the grant described in **Exhibit B** (“Grant”) from the City, shall perform the program set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. The Grant is to be used only for the purposes set forth in **Exhibit A**. Grant funds may not be used to carry out propaganda, or otherwise attempt to influence legislation; to influence the outcome of any specific public election or to carry on directly or indirectly any voter registration drive; undertake any activities not for a charitable or educational purpose; or for any illegal or other purpose that conflicts with the Fund’s charitable mission. Operational implementation of the Grant is the sole responsibility of the Grantee. Other than payment of the Grant, it is expressly understood that the City has no obligation to provide other or additional support for this or any other project or purposes.

2. **Grant Award Amount.** Grantee shall be paid a Grant in an amount not to exceed the amount set forth in **Exhibit B**. The payment set forth in **Exhibit B** is intended to cover all fees and expenses, of any kind, associated with the Program and no payment other than that set forth in **Exhibit B** shall be made under this Agreement unless agreed to in advance in writing by the parties.
3. **Additional Terms and Conditions.** All additional terms and conditions of this Agreement are set forth in **Exhibit C** and incorporated herein by reference.
4. **Notices.** Any notices required to be given hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

City Manager's Office
City of Riverside
Attn: City Manager
3900 Main Street
Riverside, CA 92522

To Grantee

Inland Empire Community Foundation
Attn: Chief Operating Officer
3700 6th Street, Suite 200
Riverside, CA 92501

[EXECUTION PAGE TO FOLLOW.]

EXECUTION PAGE

The undersigned have executed this Agreement as of the Effective Date first written above.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

INLAND EMPIRE COMMUNITY
FOUNDATION, a California non-profit
corporation

By: _____
Mike Futrell
City Manager

By: Regis Michelle Decker
Print Name: Regis Michelle Decker
Title: CEO

Attest: _____
Donesia Gause
City Clerk

and
By: Paula Myles
Print Name: Paula Myles
Title: CFO

Certified as to Availability of Funds:

By: Michelle
for Chief Financial Officer

APPROVED AS TO FORM:

By: Susan Wilson
Susan D. Wilson
Assistant City Attorney

Exhibit A

Scope of Work

The Grant shall be used to create a revolving loan fund ("Fund") to support local nonprofit organizations primarily serving but not limited to the City's most vulnerable populations, including seniors, youth ages 0-5, those living in low-income communities or other critical needs of the residents of the City ("Program").

Goals and Objectives:

The primary goal of the Program would be to provide a permanent source of flexible financing from the Fund to support the City's above-noted nonprofits to:

- Expand service reach in the City and the capacity to serve Riverside residents;
- Quickly access larger sources of funding into the City for facility improvements and innovation, including potential federal funding from the Community Reinvestment Act, Inflation Reduction Act and Greenhouse Gas Reduction Fund;
- Provide flexible financing that would be repaid so that there would be a continuous source of capital for future non-profit needs, and
- Attract other sources of capital to leverage the city's initial investment into a financially sustainable funding vehicle for the City's nonprofits, particularly to address persistent capital gaps in low-income communities.

Program Overview:

The Program will make loans from the Fund to 501(c)(3) non-for-profit entities serving the City's most vulnerable populations, including, but limited to, seniors, youth ages 0-5, and those living in low-income communities, or address critical needs in the City. The Fund would generally provide financings for the following types of uses:

- Working capital and bridge loans that would be repaid with the receipt of earned revenues from government or corporate contracts;
- Pre-development, acquisition and improvement loans to real estate projects in the city's low-income communities;
- Loans to finance energy retrofits and improvements that reduce energy costs, with repayments based on the cost savings from reduced energy costs;
- Other uses of funding that enable eligible nonprofits to develop and expand services and products that meet the needs of the City's residents; and
- Loans would be made pursuant to a "Revolving Loan Fund Strategy," which will be approved by the City before the loan program is operational and shall be updated no later than every five (5) years over the life of the Program or sooner as necessary to adapt to changing economic conditions.

Loan Fund Structure and Governance:

- The Fund would be operated by the Grantee utilizing a set of “Operational Procedures” to be developed by the Grantee and approved by the City, and which shall be updated as necessary for the Program to maintain underwriting and lending practices consistent with the purposes of the Program.
- The Grantee will operate as the fiscal overseer and manager of the Fund but might also partner with a Community Development Finance Institution (CDFI) to advertise, manage, underwrite, work with applicants, and otherwise run an ongoing loan program. The addition of a Program lending partner must be approved by the City Contract Administrator in writing.
- Loans would be reviewed by an Investment Committee to be established and composed of no more than five members, with representatives from the City, community, and people with commercial, community development, or impact financing experience. At least two members of the Investment Committee shall be City representatives. The Investment Committee would be the decision-making body for approving loans. The City Contract Administrator would approve the initial Investment Committee, and any changes thereafter to the Committee, in writing.
- The Grantee will manage the Program with a qualified team with a background of managing, underwriting, structuring, and monitoring similar types of financing for nonprofits. Preference would be given to teams with presence, or at the very least, prior experience in Riverside.
- Grantee must administer the Program in accordance with underwriting and lending practices consistent with non-profit revolving loan programs and based on sound judgment to protect City and recipient interests. Generally accepted lending practices must be applied to loan processing, documentation, loan approval, servicing, administrative procedures, collateral protection, collections, and recovery actions, as well as compliance with local laws and filing requirements to perfect and maintain a security interest in Program collateral. Grantee, however, shall not be liable for the failure of a loan recipient to repay the principal or interest of a loan. The parties acknowledge that Grantee generally will issue loans with terms more favorable to the borrower than commercial lenders with respect to interest, security, collateral, covenants and other terms and such terms and conditions that may increase the risk of a default by the borrower.
- Approvals by the Contract Administrator shall be submitted by e-mail to citymanageradmin@riversideca.gov. Contract Administrator shall provide written approvals by e-mail within ten (10) days of a request for an approval required hereunder.

Financing Structure:

- \$2,363,766 of the Grant shall capitalize the Fund.
- The Program’s objective is to be a catalyst to utilize funds creatively and effectively and merge with other sources of capital and reduce borrowing and costs of capital to

- non-profit borrowers.
- Loans from the Fund may take a subordinate position to senior lenders and provide credit enhancement to enable commercial lenders to participate.
 - Grantee will report annually to the Contract Administrator on efforts to obtain additional external funding for the Program, including (but not limited to) information regarding new funding partners, financial participation, and any impacts to the existing Program fund.
 - The Program will support 3-5 investments in the first year of operation, as a proof-of-concept.
 - Program investments will focus on real estate (owned and leased), acquisition and improvements, including green energy improvements to reduce operating costs and provide working capital for programmatic improvements that directly benefit Riverside residents.
 - Grantee shall not be liable for any loans or guarantees that are not repaid. Grantee, with concurrence of the Investment Committee, may in its discretion forgive all or a portion of the principal or interest of a loan from the Fund when such forgiveness would serve the purposes of the Fund to support non-profits in the City of Riverside.

Potential Financing Structures:

Loans from the Fund will meet the need for flexible financing options in Riverside, an area that has limited access to capital relative to larger metropolitan areas in other parts of the State. By way of example, the Fund's capital could be used in the following loan structures:

- Senior or subordinated loans at or below market interest.
 - Loan terms would depend on the underlying use of proceeds and repayment sources.
- Unfunded guarantees to provide credit enhancement to facilitate loans from local banks and other financial institutions into the nonprofits or projects that would not otherwise meet lenders' underwriting criteria.
 - Grantee may reserve the amount of any unfunded guarantees from the Fund until the guarantee obligation has terminated.

In addition to value-added social, community and/or environmental impact to the services provided by the borrower, a key investment criteria will be the capacity to repay the loan to ensure the Fund's continuation.

Setup, Ongoing Fund Management, and Maintenance:

- The City will grant One Hundred and Fifty Thousand Dollars (\$150,000) for Program set up (for example, but not limited to, initial legal documents, drafting an Investment Policy Statement/Investment Guidelines and fund admin processes and systems).
- The City will grant One Hundred and Fifty Thousand Dollars (\$150,000) per-year for Program operational year one and One Hundred Fifty Thousand Dollars (\$150,000) in

- operational year two (\$300,000 total) to manage the Program fund.
- Grantee shall use interest and other fees from loans from the Fund to finance the operation of the Program.
 - Principal payments by borrowers from the Fund will be returned to the Fund and shall solely be made available for other loans under the Program; interest payments made by borrowers from the Fund will also be returned to the Fund and may be used by Grantee for operational costs.
 - The Program shall adhere to generally accepted accounting principles (GAAP) as in effect in the United States.

Affirmative Marketing:

The Grantee shall submit to the City's Contract Administrator on no less than an annual basis a Program affirmative marketing plan and procedures for outreach into the Riverside Community.

EXHIBIT B**GRANT AWARD AND PAYMENT SCHEDULE**

The Grantee shall receive the following grant award:

Funding	Amount (Not to Exceed)
Fund Capitalization	\$2,363,766
Loan Fund Start-Up Costs	\$150,000
Operational Costs for Program Year One	\$150,000
Operational Cost for Program year Two	\$150,000
Operational Cost Subtotal	\$450,000
Total Funding Request	\$2,813,766

The Fund capitalization will be made to the Grantee in a lump sum payment after the submission and City approval of a "Revolving Loan Fund Strategy," and "Operational Procedures," for the Program. Startup payment shall be made when the Fund capitalization is paid for start-up costs and operational funding payments on the first and second anniversary of the payment of the Fund capitalization.

Funding	Payment Schedule
Fund Capitalization	Upon City receipt and approval of Operational Procedures
Loan Fund Start-Up Costs	\$75,000 upon Agreement

	approval and \$75,000 Upon City receipt and approval of Operational Procedures
Operational Costs for Program Year One	Monthly payments upon execution of Agreement and City receipt and approval of Operational Procedures
Operational Cost for Program year Two	Monthly payments upon first yearly anniversary of execution of Agreement and approval of Operational Procedures

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS

1. **Monitoring and Financial Records.** The City may monitor and conduct an evaluation of operations under this grant. This may include a visit from City staff and/or advisors to observe the Grantee's program, discuss the program with the Grantee's personnel, and review financial and other records and materials connected with the activities financed by this grant. The Grantee is expected to maintain complete books and records of revenues and expenditures for the Program, which should be made available for inspection at reasonable times if deemed necessary by the City. The City, at its expense, will periodically audit a selected number of its grants. Grantee is expected to provide all necessary assistance in connection with any such audit. Grantee shall maintain all Program records for a period of five (5) years, or the life of any loan disbursed under the from the Fund, whichever is longer. The Grantee shall submit audited financial statements if it has audited financial statements, its latest Form 990 during the grant period as soon as they become available. The Grantee shall immediately notify the City in the event that any funding that would impact the Grantee's performance of the Program is delayed or changed in any manner. The Grantee shall immediately notify the City in the event that there is any circumstance including, without limitation, the withdrawal, delay, or change of funding by any other source to Grantee that would adversely impact the Grantee's performance the Program. All Program documents are accessible pursuant to the Public Records Act (Gov. Code, § 7920.005 et seq.) and are public records, and as such may be subject to public review on at least 10 days' notice.
2. **IRS Determination.** As a condition of this Agreement, Grantee must provide the City with a copy of the determination letter from the Internal Revenue Service proving its tax-exempt status. By entering into this Agreement, Grantee represents and warrants that Grantee is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private City as defined in IRC Section 509(a). Grantee further represents and warrants that (a) the facts supporting Grantee's tax-exempt and public charity status under IRC Sections 501(c)(3) and 509(a) have not changed since the issuance of the IRS determination letter which was provided to the City and which has not been revoked or amended, (b) it is not aware of any facts which could result in a change in its tax-exempt and public charity status under IRC Sections 501(c)(3) or 509(a) or relevant state law, or the imposition of excise taxes under IRC Section 4958 dealing with "intermediate sanctions," (c) the receipt of the grant funds will not change Grantee's public charity status under IRC Section 509(a) and (d) that it does not support or conduct, directly or indirectly, violence or terrorist activities of any kind. Such representations and warranties shall continue through the completion date of this grant.
3. **Period of the Grant.** The grant period shall commence as of the Effective Date and shall continue thereafter as long as Grantee holds assets in the Fund, unless sooner terminated as provided for herein.
4. **Grant Term and Termination.** Grantee's obligations to the City continue as long as Program assets continue to exist, which may include cash, receivables, personal property, real property, and notes or other financial instruments acquired by Fund assets. If Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, the City may refuse to make any further grant payments to Grantee under this or any other grant agreement, and the City may demand the return of all or part of the unexpended grant funds, which Grantee shall immediately repay to the City. Any outstanding loans from the Fund shall be assigned to the City in satisfaction of the obligation to return the Fund to the City. At the first anniversary of the Fund Capitalization and in five year increments thereafter, with sixty (60) days written notice of expiration of the then-current term, either party can request to terminate the grant, and the parties can mutually agree to terminate, resulting in Grantee returning to the City any unused grant funds for

operations, any amount of the Fund that has not been loaned and by assigning outstanding loans and guarantees to the City.

5. **Confidentiality.** The parties acknowledge that Grantee, in connection with this Agreement, may acquire certain Confidential Information (as defined below) relating to the City and its affiliated corporations. Grantee shall not divulge or disclose, without the City's prior written approval, nor use for the benefit of any person or entity other than the City, any Confidential Information that may become known to Grantee by reason of this Agreement or otherwise. Grantee further agrees to prevent its agents and employees from divulging or disclosing any such Confidential Information or from using such Confidential Information for the benefit of any person or entity other than the City.
6. **"Confidential Information"** of the City shall include, but not be limited to, any Work Product (as defined below), the existing or future services, products, operations, management, business, financial information, goals, profits, billings, referral, research services, strategies, technology, trademarks, know-how, member lists and objectives of the City or its affiliates, except to the extent that the release of such information was authorized by the City or such information is generally available or known to the public or becomes known to the public through means other than a breach of this Agreement or by any person or entity having an obligation to keep such information confidential. All information which Grantee acquires or becomes acquainted with during the term of this Agreement, whether developed by Grantee or by others, which Grantee has a reasonable basis to believe to be Confidential Information, or which is treated by the City as being Confidential Information, shall be presumed to be Confidential Information.
7. **Independent Contractor.** Grantee is an independent contractor, and nothing herein shall be construed to create an employment, joint employment, partnership, joint venture, agency, or any other kind of relationship between Grantee and the City. In no event shall Grantee or its employees, independent contractors, or agents, if any, be considered employees of the City. Grantee shall not have, nor shall Grantee claim or imply that Grantee has, any authority to enter into any obligation on behalf of, or binding upon, the City. Grantee is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, workers' compensation insurance. Grantee and its employees are not eligible for, and shall not participate in, any employee pension, health, welfare, or other fringe benefit plan, of the City.
8. **Indemnification.** Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the City, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, or in expending or applying the Grant funds, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any negligent act or omission of the City, its officers, directors, employees, or agents.
9. **Acknowledgement and Publicity.** The City will oversee dissemination of final research and any resulting publicity activities. The City will send publicity material to the Grantee for final review and approval and will also provide the Grantee copies of the final product. In particular, no press releases or media advisories shall be issued regarding grant-funded projects without the prior review and approval by the assigned City program officer. Media advisories and/or press releases must be submitted to the City's communications team for review and approval a minimum of one week prior to expected publication. Grantee shall not use the City's name in any sales or marketing publication or advertisement, without the prior written consent of the City. In its discretion, the City may describe its support of the Grantee in the City's own printed or oral announcements and website. Notwithstanding the foregoing, any publication produced as a result of this grant, including press releases, commissioned

works and publications, must include an acknowledgment of the City that reads: "Supported by a grant from The City of Riverside." If the City publishes material resulting from this Program, either in print or electronically, appropriate acknowledgment of the Grantee will be included.

10. Insurance.

- a. **General Provisions.** Prior to the City's execution of this Agreement, Grantee shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.
 - i. **Limitations.** These minimum amounts of coverage shall not constitute any limitation or cap on Grantee's indemnification obligations under Section 11 hereof.
 - ii. **Ratings.** Any insurance policy or coverage provided by Grantee or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.
 - iii. **Cancellation.** The policies shall not be canceled unless thirty (30) days' prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.
 - iv. **Adequacy.** The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Grantee pursuant to this Agreement are adequate to protect Grantee. If Grantee believes that any required insurance coverage is inadequate, Grantee will obtain such additional insurance coverage as Grantee deems adequate, at Grantee's sole expense.
- b. **Workers' Compensation Insurance.** By executing this Agreement, Grantee certifies that Grantee is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Grantee shall carry the insurance or provide for self-insurance required by California law to protect said Grantee from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Grantee shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Grantee is self-insured for such coverage, or 2) a certified statement that Grantee has no employees, and acknowledging that if Grantee does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days' prior written notice before modification

or cancellation thereof.

- c. **Commercial General Liability and Automobile Insurance.** Prior to City's execution of this Agreement, Grantee shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Grantee against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Grantee. The City, and its officers, employees and agents, shall be named as additional insureds under the Grantee's insurance policies.
 - i. Grantee's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.
 - ii. Grantee's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Grantee's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Grantee's performance of this Agreement, which vehicles shall include, but are not limited to, Grantee owned vehicles, Grantee leased vehicles, Grantee's employee vehicles, non-Grantee owned vehicles and hired vehicles.
 - iii. Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.
 - iv. The insurance policy or policies shall also comply with the following provisions:
 1. The policy shall be endorsed to waive any right of subrogation against the City and its sub-Grantees, employees, officers and agents for services performed under this Agreement.

2. If the policy is written on a claims-made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
 3. The policy shall specify that the insurance provided by Grantee will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.
- d. **Errors and Omissions Insurance.** Prior to City's execution of this Agreement, Grantee shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Grantee's activities.
 - e. **Subcontractors' Insurance.** Grantee shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Grantee shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.
11. **Nondiscrimination.** During Grantee's performance of this Agreement, Grantee shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, military and veteran status, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Grantee agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.
 12. **General Compliance With Laws.** Grantee shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Grantee, or in any way affect the performance of services by Grantee pursuant to this Agreement. Grantee shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Grantee represents and warrants that Grantee has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Grantee further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.
 13. **Conflict of Interest.** Grantee, for itself and on behalf of Regis Michelle Decker, CEO – Inland Empire Community Foundation, represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Program affected by the above-described Services. Grantee further warrants that neither Grantee, nor Regis Michelle Decker, have any real property, business interests or income interests that will be affected by this Program or, alternatively, that Grantee will file with the City an affidavit disclosing any such interest.

14. **Solicitation.** Grantee warrants that Grantee has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Grantee only for the value of work Grantee has actually performed. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

15. **General Provisions**

- a. **Assignment.** Neither party shall assign nor delegate all or any part of this Agreement to any person or entity without the prior written consent of the other party; except, however, the parties acknowledge and agree that the City may assign and/or delegate its rights and duties under this Agreement, in part or in whole, to any of its affiliated or subsidiary or other entities without the prior consent of Grantee. Notwithstanding the foregoing, this Agreement shall inure to the benefit of, and be binding upon, the respective successors and assigns of the respective parties hereto.
- b. **Survival.** The obligations set forth in Sections 1, 5, 6, 7, 8 and 9 of this Exhibit C and the remedies set forth for breach of this Agreement shall survive the termination of this Agreement.
- c. **Severability.** In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.
- d. **Waiver.** The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights.
- e. **Remedy.** It is acknowledged and agreed that all Confidential Information and Work Product represents a unique intellectual product of the City and that any breach of Sections 5, 6 and 9 of this Exhibit C would have a detrimental impact on the City; that the damages resulting from said detrimental impact would be difficult to ascertain but would result in irreparable harm and would require a multiplicity of actions at law and in equity in order to seek redress. Given the foregoing, it is agreed that the City shall be entitled to equitable relief in preventing a breach of this Agreement and that such equitable relief is in addition to any other rights or remedies available to the City.
- f. **Governing Law.** This Agreement has been executed and delivered in, and shall be governed by and construed in accordance with the substantive laws of the State of California.
- g. **Entire Agreement.** This Agreement (including the exhibits and schedules hereto, each of which is incorporated herein and made a part of this Agreement) constitutes the entire agreement and understanding of the parties hereto and terminates and supersedes any and all prior agreements, arrangements and understandings, both oral and written, express or implied, between the parties hereto concerning the subject matter of this Agreement.
- h. **Amendment.** No waiver, amendment, modification or change of any provision of this Agreement shall be effective unless and until made in writing and signed by all of the parties hereto.
- i. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.
- j. **Headings.** Headings herein are provided for reference only and shall in no way affect interpretation of the Agreement.
- k. **Right to Contract.** Each party hereto represents to the other that it is authorized to enter into this Agreement and that the exercise of the rights granted to the other party hereunder will not conflict with any commitments or agreements previously entered into between the party so representing and any other party. Grantee further represents that it has the corporate power and any regulatory approvals necessary to accept the grant and conduct the Program.

1. **Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. In the event that any signature is delivered by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such ".pdf" signature page were an original thereof. Each party to this Agreement intends and agrees to the use of digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (Civil Code §§ 1633.1, et seq.), California Government Code § 16.5, and California Code of Regulations Title 2 Division 7 Chapter 10, to execute this Agreement. The parties further agree that the digital signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for purposes of validity, enforceability, and admissibility. For purposes of this section, a "digital signature" is defined in subdivision (d) of Section 16.5 of the Government Code and is a type of "electronic signature" as defined in subdivision (h) of Section 1633.2 of the Civil Code. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each certified or authenticated electronic copy of an encrypted digital signature shall be deemed a duplicate original, constituting one and the same instrument and shall be binding on the parties hereto.