PROGRAM ADMINISTRATION AGREEMENT

RIVERSIDE GREENTECH & INNOVATION FUND

City of Riverside Revolving Loan Fund (RLF)

by and between the **CITY OF RIVERSIDE** and **FIRST COMMUNITY CAPITAL INC.**

THIS PROGRAM ADMINISTRATION AGREEMENT (this "**Agreement**") is made and entered into this ____ day of ______________, ______ (the "**Effective Date**"), by and between the **CITY OF RIVERSIDE**, a California charter city and municipal corporation (the "**City**"), and **FIRST COMMUNITY CAPITAL INC.**, a California non-profit corporation and a certified Community Development Financial Institution ("**FCCI**"). The City and FCCI are each referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

WHEREAS, the City seeks to promote entrepreneurship, economic development, technological advancement, sustainability, climate innovation, and local job creation within the City of Riverside and Western and Southwestern Riverside County;

WHEREAS, the City desires to establish a targeted revolving loan fund initiative focused on green technology, clean technology, climate-focused businesses, sustainability ventures, and innovation-driven companies located within the City of Riverside and Western and Southwestern Riverside County;

WHEREAS, FCCI is a certified Community Development Financial Institution with demonstrated experience administering revolving loan funds, underwriting and servicing loans, delivering technical assistance, and supporting entrepreneurs and small businesses; and

WHEREAS, the Parties desire to establish the Riverside GreenTech & Innovation Fund as a City of Riverside Revolving Loan Fund initiative to be administered by FCCI, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I — DEFINITIONS

For purposes of this Agreement, the following capitalized terms shall have the meanings set forth below:

> **"Program"** means the Riverside GreenTech & Innovation Fund, a revolving loan fund initiative established pursuant to this Agreement.

"Fund" means the pool of capital contributed by the City and any subsequent contributions, repayments, and recoveries thereto, held and administered for the purposes of the Program.

"Eligible Business" means a business that satisfies the eligibility requirements set forth in Article V.

"Loan Products" means the loan instruments offered through the Program as described in Article VII.

"Permitted Uses" means the authorized uses of loan proceeds set forth in Article IV.

"Western and Southwestern Riverside County" means Riverside, Moreno Valley, Lake Elsinore, Perris, Canyon Lake, Menifee, Wildomar, Murrieta, Temecula, Corona, Norco, Eastvale, Jurupa Valley, Hemet, San Jacinto, Beaumont, Banning, and Unincorporated and Extended Areas

ARTICLE II — PURPOSE OF THE PROGRAM

2.1 Program Purpose. The Program is established to provide access to capital and technical assistance in support of green technology, clean technology, climate-focused businesses, sustainability initiatives, energy efficiency businesses, environmental services businesses, circular economy ventures, technology-enabled startups, and innovation-driven businesses operating within the City of Riverside and Western and Southwestern Riverside County.

ARTICLE III — CITY CAPITAL CONTRIBUTION

3.1 Initial Capital Contribution. Subject to the terms and conditions of this Agreement, the City shall contribute the sum of One Hundred Thirty-Five Thousand Dollars (US $135,000.00) to the Fund as the initial capitalization of the Program (the "Initial Contribution").

3.2 Additional Contributions. The City may, in its sole discretion, make additional capital contributions to the Fund from time to time, subject to such terms as the Parties may mutually agree in writing.

ARTICLE IV — PERMITTED USES OF LOAN PROCEEDS

4.1 Permitted Uses. Loan proceeds disbursed through the Program shall be used solely to support technology and green innovation projects, including, without limitation, the following:

(a) acquisition of equipment and technology systems;

(b) prototype development and pilot deployment;

(c) implementation of green or clean technology solutions;

(d) working capital reasonably necessary to support eligible operations;

(e) market expansion activities; and

(f) certification and regulatory compliance costs.

ARTICLE V — ELIGIBILITY

5.1 Eligibility Criteria. To qualify for financing under the Program, a business must, at the time of application and throughout the term of any loan extended hereunder:

- **(a)** be physically located within the corporate limits of the City of Riverside, which shall remain the primary geographic focus of the Program; however, businesses located within the broader Western and Southwestern Riverside County region—as defined in Article I—may also be considered eligible, consistent with the Program's regional economic-development objectives and upon review with the City of Riverside staff;
- **(b)** maintain a current and valid City of Riverside business license or other appropriate local business licensing required by the jurisdiction in which the business operates; and
- **(c)** operate within an eligible innovation or green-technology sector, as further described in Article II.

5.2 Priority Consideration. In evaluating applications, FCCI shall give priority consideration to:

- **(a)** innovation-based companies;
- **(b)** green-technology businesses;
- **(c)** businesses demonstrating meaningful job creation within the City of Riverside;
- **(d)** businesses operating across all seven (7) City Council districts; and
- **(e)** technology-enabled startups.

ARTICLE VI — REVOLVING STRUCTURE OF THE FUND

6.1 Recycling of Principal. All principal repayments received with respect to loans made under the Program shall be returned to the Fund and recycled to support future lending activities consistent with the Permitted Uses.

6.2 Interest and Fees. Loans made under the Program shall accrue interest at a fixed annual rate of 6.25%. In addition to the fixed annual interest rate of 6.25%, borrowers may be charged a fee of up to 3% to cover loan documentation, processing, and state guarantee-related costs. Any applicable fees will be fully disclosed to borrowers prior to loan closing. All interest income generated through such loans shall be deposited directly into the Fund and shall be used exclusively to support future lending activities, program sustainability, and mission-aligned reinvestment consistent with the purposes described in Article II. FCCI shall not retain any portion of the interest income or loan-related fees as compensation under this Agreement.

ARTICLE VII — LOAN PRODUCTS

7.1 Loan Products. FCCI shall make available the following Loan Products through the Program:

- **(a)** TechStart Startup Loan, in a principal amount of up to Ten Thousand Dollars (US $10,000.00); and

(b) TechStart Existing Business Loan, in a principal amount of up to Twenty Thousand Dollars (US $20,000.00).

7.2 Modification of Loan Products. The Parties may, by mutual written agreement, modify the Loan Products or introduce additional loan instruments under the Program from time to time.

ARTICLE VIII — ADMINISTRATION AND COMPENSATION

8.1 Administrative Responsibility. FCCI shall serve as the administrator of the Program and shall be responsible for application intake, underwriting, loan documentation, servicing, collections, technical assistance, and related operational functions, in each case in accordance with prudent CDFI practices and applicable law. The City, through its Community and Economic Development Department staff, will establish periodic check-ins with FCCI to discuss applicants in review, loan funds administered, and ongoing business support for program participants.

FCCI will establish a separate, dedicated bank account specifically for this program to ensure proper segregation and tracking of funds. Program activity, including loan disbursements, repayments, available balances, and other financial metrics, will be included in the quarterly reports provided to the City as stipulated in Article 9.1. In addition, FCCI will provide the City with access to program performance data through its reporting dashboard and portal.

8.2 Compensation. FCCI will receive an annual Flat Operations Fee of eight thousand dollars ($8,000.00) from the Catalyst Funding Grant award administered by the City of Riverside. This fee shall constitute FCCI's sole compensation for administering the Program, including application intake, underwriting, servicing, collections, reporting, compliance, technical assistance, ecosystem engagement, and all other operational responsibilities described herein. The Parties acknowledge that all interest income shall remain within the Fund for reinvestment and shall not be used for administrative compensation.

8.3 Marketing and Outreach. FCCI shall be solely responsible for all marketing, outreach, promotional activities, and community engagement necessary to raise awareness of the Program, attract eligible applicants, and support a strong pipeline of green-technology, climate-innovation, and entrepreneurship-focused businesses. Such activities may include, without limitation, coordination with CDFI networks, local business-support organizations, climate-innovation initiatives, and entrepreneurship collaboratives. The City shall have no obligation to conduct marketing, outreach, or promotional activities for the Program; however, the City may, at its discretion, share Program materials developed by FCCI.

8.4 Scope of Program. FCCI, in exchange for receiving the grant described in Exhibit B ("Grant") from the City, shall perform the program set forth in Exhibit A and comply with the Additional Terms and Conditions set forth in Exhibit B, both attached hereto and incorporated herein by this reference.

ARTICLE IX — REPORTING

9.1 Quarterly Reports. FCCI shall deliver to the City, no later than thirty (30) days following the close of each calendar quarter, **commencing on the Effective Date of this Agreement,** a written report covering the activities of the Program during such quarter, including, at a minimum, the following:

(a) the number and status of applications received;

(b) loans originated, including loan amounts and borrower sector;

(c) total capital deployed and outstanding;

(d) jobs created or retained, as reported by borrowers;

(e) delinquency, charge-off, and recovery information;

(f) technical assistance provided; and

(g) such other key performance indicators (KPIs) as the Parties may agree.

ARTICLE X — TERM AND TERMINATION

10.1 Term. This Agreement shall commence on the Effective Date and shall continue for a term of five (5) years (the "Term").

10.2 Termination for Cause. Either Party may terminate this Agreement upon thirty (30) days' prior written notice in the event of a material breach by the other Party that remains uncured at the expiration of such notice period.

10.3 Unused Funds. Any unused program funds will be returned to the City promptly upon request through ACH transfer, wire transfer, cashier's check, or another method preferred by the City. Upon receiving written notification from the City, FCCI will initiate the return of the requested funds and complete the transfer within one week, subject to standard banking processing times.

ARTICLE XI — MISCELLANEOUS

11.1 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

11.2 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed duly given when delivered personally, by nationally recognized overnight courier, or by certified mail, return receipt requested, to the addresses set forth beneath the Parties' signatures below.

11.3 Entire Agreement. This Agreement constitutes the entire understanding of the Parties with respect to its subject matter and supersedes all prior agreements, negotiations, and understandings, whether written or oral, relating thereto.

11.4 Amendment. No amendment, modification, or waiver of any provision of this Agreement shall be effective unless set forth in a writing signed by both Parties.

11.5 Severability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

11.6 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Electronic or facsimile signatures shall be deemed originals for all purposes.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

CITY OF RIVERSIDE,
a California charter city and municipal corporation

By:______________________________
City Manager

ATTESTED TO:

By:______________________________
City Clerk

CERTIFIED AS TO AVAILABILITY OF FUNDS:

By:______________________________
Chief Financial Officer

APPROVED AS TO FORM:

By: Susan Wilson
Susan Wilson (Jul 31, 2026 08:22:45 PDT)
Assistant City Attorney

FIRST COMMUNITY CAPITAL INC.,
a California non-profit corporation and a certified Community Development Financial Institution

By: tchaidordialloDiallo
Print Name: Tchaidor Jay Diallo
Title: President & CEO

and

By: Vincent McCoy (Jul 30, 2026 14:01:12 PDT)
Print Name: Vincent McCoy
Title: Treasurer

EXHIBIT "A"

SCOPE OF WORK

1. Loan Fund Structure and Governance:

1.1 The Fund would be operated by FCCI utilizing a set of "Operational Procedures" to be developed by FCCI 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.

1.2 FCCI will operate as the fiscal overseer and manager of the Fund but might also partner with other entities 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 of Riverside in writing.

1.3 FCCI 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.

1.4 FCCI 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. FCCI, 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 FCCI 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.

2. Financing Structure:

2.1 Loans from the Fund may take a subordinate position to senior lenders and provide credit enhancement to enable commercial lenders to participate.

2.2 The Program will issue three to five loans in the first year of operation, as a proof-of-concept.

2.3 FCCI will be responsible for the collections process and, in the event of a default, the liquidation of pledged collateral or assets, as permitted by the loan agreement and applicable law.

3. Potential Financing Structures:

3.1 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:

3.1.1 Senior or subordinated loans at or below market interest. Loan terms would depend on the underlying use of proceeds and repayment sources.
3.1.2 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.
3.1.3 FCCI may reserve the amount of any unfunded guarantees from the Fund until the guarantee obligation has terminated.

3.2 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.

4. Setup, Ongoing Fund Management, and Maintenance:

4.1 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. Upon expiration of the term of the Agreement, all funds will be returned to the City.

4.2 The Program shall adhere to generally accepted accounting principles (GAAP) as in effect in the United States.

5. Affirmative Marketing:

FCCI 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

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 FCCI's program, discuss the program with FCCI's personnel, and review financial and other records and materials connected with the activities financed by this grant. FCCI 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, may periodically audit a selected number of its grants. FCCI is expected to provide all necessary assistance in connection with any such audit. FCCI 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. FCCI 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. FCCI shall immediately notify the City in the event that any funding that would impact FCCI's performance of the Program is delayed or changed in any manner. FCCI 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 FCCI that would adversely impact FCCI'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, FCCI 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, FCCI represents and warrants that FCCI is exempt from federal income tax under IRC Section 501(c)(3) and that it is not a private entity as defined in IRC Section 509(a).FCCI further represents and warrants that (a) the facts supporting FCCI'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 FCCI'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. **Grant Term and Termination**. FCCI'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 FCCI 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 FCCI under this or any other grant agreement, and the City may demand the return of all or part of the unexpended grant funds, which FCCI 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 FCCI 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.

4. **Confidentiality**. The parties acknowledge that FCCI, in connection with this Agreement, may acquire certain Confidential Information (as defined below) relating to the City and its affiliated corporations. FCCI 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 FCCI by reason of this Agreement or otherwise. FCCI 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.

   "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 FCCI acquires or becomes acquainted with during the term of this Agreement, whether developed by FCCI or by others, which FCCI 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.

5. **Independent Contractor**. FCCI 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 FCCI and the City. In no event shall FCCI or its employees, independent contractors, or agents, if any, be considered employees of the City. FCCI shall not have, nor shall FCCI claim or imply that FCCI has, any authority to enter into any obligation on behalf of, or binding upon, the City. FCCI 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. FCCI 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.

6. **Indemnification**. FCCI 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 FCCI, 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.

7. **Acknowledgment and Publicity**. The City will oversee dissemination of final research and any resulting publicity activities. The City will send publicity material to FCCI for final review and approval and will also provide FCCI 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. FCCI 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 FCCI 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 FCCI will be included.

8. **Insurance**.

    a. **General Provisions**. Prior to the City's execution of this Agreement, FCCI 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 FCCI's indemnification obligations under Section 11 hereof.

        ii. **Ratings**. Any insurance policy or coverage provided by FCCI 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 FCCI pursuant to this Agreement are adequate to protect FCCI. If FCCI believes that any required insurance coverage is inadequate, FCCI will obtain such additional insurance coverage as FCCI deems adequate, at FCCI's sole expense.

b. **Workers' Compensation Insurance**. By executing this Agreement, FCCI certifies that FCCI 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. FCCI shall carry the insurance or provide for self-insurance required by California law to protect said FCCI from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, FCCI shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that FCCI is self-insured for such coverage, or 2) a certified statement that FCCI has no employees, and acknowledging that if FCCI 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, FCCI shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure FCCI 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 FCCI. The City, and its officers, employees and agents, shall be named as additional insureds under FCCI's insurance policies.

   i. FCCI'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. FCCI'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 FCCI's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with FCCI's performance of this Agreement, which vehicles shall include, but are not limited to, FCCI owned vehicles, FCCI leased vehicles, FCCI'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 FCCI 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, FCCI 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 FCCI's activities.

e. **Subcontractors' Insurance**. FCCI 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, FCCI shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

9. **Nondiscrimination.** During FCCI's performance of this Agreement, FCCI 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, FCCI agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

10. **General Compliance With Laws.** FCCI shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by FCCI, or in any way affect the performance of services by FCCI pursuant to this Agreement. FCCI 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. FCCI represents and warrants that FCCI has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. FCCI further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

11. **Conflict of Interest.** FCCI 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. FCCI further warrants that it does not have any real property, business interests or income interests that will be affected by this Program or, alternatively, that FCCI will file with the City an affidavit disclosing any such interest.

12. **Solicitation.** FCCI warrants that FCCI 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 FCCI only for the value of work FCCI 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.

13. **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 FCCI. 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 this Exhibit B 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 he obligations set forth in this Exhibit B 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 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. FCCI further represents that it has the corporate power and any regulatory approvals necessary to accept the grant and conduct the Program.

l. **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.