# SPECIAL ASSISTANCE FUNDS INDEMNITY AGREEMENT

THIS SPECIAL ASSISTANCE FUNDS INDEMNITY AGREEMENT (hereinafter, the "Agreement") is made and entered into this _____ day of _____, 2015, by and between _____, a non-profit organization established under the laws of Riverside County, California, hereinafter referred to as "Grantee," and the City of Rancho Mirage, a municipal corporation located in the County of Riverside, State of California, hereinafter referred to as the "City."

**RECITALS:**

**WHEREAS**, the City has Special Assistance Funds available, for the purposes of awarding funds to nonprofit agencies and organizations for: protection and enhancement of the living environment for the City's residents; assistance to low- and moderate-income households and special population groups, such as the elderly, in meeting basic needs; expanding an organization's capacity to address problems over the long-term without local public dollars; and, enabling a person to increase or improve his/her capacity to deal with problems over the long-term without continuing public assistance; and

**WHEREAS**, pursuant to the City's Special Assistance Funds Objectives, Policies, and Procedures ("SAF Guidelines"), Policy Set V, Contract for Program/Services, awards of $5,000 or less to a nonprofit organization is considered a mere grant; and

**WHEREAS**, a nonprofit organization granted $5,000 or less must in such instances sign an indemnity agreement containing specific provisions in protection of the City, and agreeing to abide by certain other requirements as set forth in the SAF Guidelines; and

**WHEREAS**, Grantee has received a grant award from the City for **$_____** ("Grant Award").

**NOW THEREFORE, in consideration of the covenants, conditions and promises contained herein, the parties agree as follows:**

**Section 1. RECITALS**

The Recitals set forth above are true and correct and are hereby incorporated into this Agreement by this reference, as though set forth in full herein.

**Section 2. INDEMNIFICATION**

Grantee shall, at Grantee's sole cost, defend, indemnify and hold harmless the City, its agents, officers, and employees, against any and all actions, suits, proceedings, claims, demands, losses, injuries (including wrongful death), judgments and costs and

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expenses, including settlement costs, legal costs and attorneys' fees, resulting from any legal action or proceeding initiated by any individual or entity arising out of or resulting from, or otherwise in connection with, any act or omission of Grantee, its employees, agents, volunteers or independent contractors, in carrying out the purposes for which Grantee was given the Grant Award. Without limiting the generality of the foregoing, the protections afforded to the City under this Section 2 shall also extend to any damages, loss or liability arising from any failure to pay federal or state prevailing wages. The City shall notify Grantee of any claim, action or proceeding as soon as practicable after receiving notice of any of such claim, action or proceeding, and the City shall cooperate in any defense. Moreover, although Grantee would be considered the real party in interest in any claim, action or proceeding, the City may, at its sole discretion, participate in the defense of such claim, action or proceeding, but under no circumstances shall such participation relieve Grantee of any obligation under this Section 1.

**Section 3. VERIFICATION OF SPENDING; REIMBURSEMENT**

a. Grantee shall file a quarterly claim with the City requesting reimbursement for expenditures made pursuant to this Agreement. Such claims shall be submitted in writing on a form prescribed by the City, shall be completed by a duly authorized representative of Grantee, shall be accurate, shall be submitted together with originals of invoices, bills marked paid or other appropriate documentation and shall be submitted before or on the tenth day of the month following that quarter for which the claim is being filed. This claim shall be reviewed by the City prior to approval of payment, in a manner similar, as are other demands against the City reviewed and settled.

b. Expenditures of monies shall conform to the "Budget," attached hereto as Exhibit "A," and incorporated herein by this reference, and in no event shall the City become obligated to pay to Grantee any amount in excess of the Grant Award.

c. No amendments shall be made in the Budget, except by prior consultation and a request in writing from Grantee with subsequent approval by the City Manager or his designee. The City Manager or his designee may refer requests for budget amendments which, in his best judgment, do not conform to the intent of the City Council's original approval of the Grant Award, to the City Council for final determination.

d. Reimbursement to Grantee shall be dependent upon the timely submittal of accurate and complete claims, evidencing the services rendered, expenditures made and purchase orders entered into by Grantee.

**Section 4. REPRESENTATIONS AND ACKNOWLEDGMENTS**

a. Grantee shall not at any time or in any manner represent that it or any of its officers, employees, independent contractors, or agents are employees of the City.

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b. Grantee represents that it consents to, and waives any rights it may have now or in the future to challenge the legal validity of the terms or conditions contained in this Agreement.

**Section 5. NOTICES**

a. Any notice to be provided pursuant to this Agreement shall be in writing, and all such notices shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, with postage prepaid, and addressed to the parties as follows:

To the City: City of Rancho Mirage
_____
69-825 Highway 111
Rancho Mirage, CA 92270

To Grantee: _____
_____
_____
_____

b. Notices and other documents shall be deemed delivered upon receipt by personal services or as of the second (2nd) day after deposit in the United States mail.

**Section 6. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES**

No officer or employee of the City shall be personally liable to Grantee, or any successor in interest, in the event of any default or breach by the City of any obligation of the terms of this Agreement.

**Section 7. INTERPRETATION**

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement.

**Section 8. WAIVER**

a. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective, unless executed in writing and signed by the party making the waiver.

b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision.

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c. Failure of either party to enforce any provision of this Agreement shall not constitute a waiver of the right to compel enforcement of the remaining provisions of this Agreement.

**Section 9. CAPTIONS AND HEADINGS**

The captions and headings contained in this Agreement are provided for identification purposes only and shall not be interpreted to limit or define the content of the provisions described under the respective caption or heading.

**Section 10. SEVERABILITY**

If any one or more of the sentences, clauses, paragraphs or sections contained herein is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate any of the remaining sentences, clauses, paragraphs or sections contained herein.

**Section 11. GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with California law.

**Section 12. RIGHTS AND REMEDIES**

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

**Section 13. VENUE**

All proceedings involving disputes over the terms, provisions, covenants or conditions contained in this Agreement and all proceedings involving any enforcement action related to this Agreement shall be initiated and conducted in the applicable court or forum in Riverside County, California.

**Section 14. ATTORNEY'S FEES**

In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of any right or obligation pursuant to this Agreement or as a result of any alleged breach of any provision of this Agreement, the prevailing party in such suit or proceeding shall be entitled to recover its costs and expenses, including reasonable attorney's fees, and any judgment or decree rendered in such a proceeding shall include an award thereof.

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**Section 15.** **AUTHORITY**

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

**Section 16.** **COUNTERPARTS**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and shall constitute one and the same instrument and shall become binding upon the parties when at least a copy hereof shall have been signed by the parties hereto.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first written above.

**CITY OF RANCHO MIRAGE**

_____

_____

**Randal Bynder, City Manager**

**ATTEST:**

** Documentation must be provided that signatory has authority to bind Grantee.*

_____

**Cynthia Scott, City Clerk**

**APPROVED AS TO FORM:**

_____

**Steven B. Quintanilla, City Attorney**

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# EXHIBIT "A"

# BUDGET

**Approved Amount $_____ for Fiscal Year 2015-2016**

**NOTES:**

Quarterly reports shall be accompanied by an indication of a total number of Rancho Mirage residents using the program at the beginning of the quarter. For example:

**Sample:**

| Established Objective | Milestone Date | Actually Accomplished |
|---|---|---|
| Serve X number of Rancho Mirage residents | All Year | For Month/Day/Year, X number of Rancho Mirage Residents Served |

The matching "Claim for Reimbursement" would be completed as follows:

**Sample:**

| Date Expense Incurred | Summary of Expenses | Amount |
|---|---|---|
| 2nd Quarter | $_____ for 3 months | X number of people at $____ each for a total of $_____ |

QUARTERLY CLAIMS FOR REIMBURSEMENT ***MUST BE SUBMITTED***. IF THERE IS NO RELATED BILLING FOR THAT QUARTER, MARK "NO CHARGE" IN "AMOUNT" COLUMN.

QUARTERLY REPORTS ***MUST BE SUBMITTED*** ALONG WITH THE CLAIM FORMS.

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