

## GRANT AGREEMENT

This grant agreement (“Grant Agreement”) is entered into by and between the Community Congregational Development Corporation, a California non-profit corporation, (“CCDC”), and the City of Chula Vista, a California chartered municipal corporation, (“City” or “Grantee”), (individually a “Party”; collectively, the “Parties”).

### I. RECITALS

Whereas, CCDC is a charity established to assist low income seniors, and has put in place a process whereby applicants can apply for grants to assist seniors, including by addressing social isolation and transportation services (the “Grant”); and

Whereas, City is a government eligible for Grant funds under the terms of the Grant; and

Whereas, City applied for a Grant in the approximate amount of \$ 877,824 to be used to support and expand the project service area for the CV Community Shuttle Pilot Project and to add an additional sedan to the service. The CV Community Shuttle program will provide all-electric on-demand shuttle services catered to the needs of the local senior community in the northwest part of Chula Vista, as more fully explained in the City’s Grant application (the “Project”); and

Whereas, Grantor agreed to award the requested Grant to City, with the understanding that Project costs in excess of \$1,000,000, if any, will be covered by the City or alternate funding source; and

Whereas, the Parties desire to memorialize the terms of the Grant to City in this Agreement.

NOW, THEREFORE, the PARTIES agree as follows:

### II. GENERAL TERMS

1. The purpose of this Grant Agreement is to fund work outlined in the City’s submitted Grant Application, incorporated into, and attached to, this Agreement as Exhibit A, as supplemented by the terms in Exhibit B.

2. This Grant Agreement becomes effective when executed by both Parties, which date shall constitute the “Grant Start Date.” The term of this Grant Agreement shall begin at the Grant Start Date, and the City shall not request Grant Funds for Project costs incurred prior to the Grant Start Date. This Agreement shall last three years, unless otherwise terminated or extended by agreement of the Parties.

3. The signatories certify that they are authorized to act on behalf of the Parties in approving and executing this Grant Agreement.

4. All official communication from City to CCDC shall be directed to: Director/Secretary Laurie Orange, [alagria@me.com](mailto:alagria@me.com), 619-233-3273, 276 F Street, Chula Vista, CA 91910, with a copy to Mike Green, 227 3rd Avenue, Chula Vista, CA 91910, or such other person as CCDC may designate. All official communication from CCDC to City shall be directed to its Project Manager

Community Congregational Development Corporation  
*Grant to the*  
City of Chula Vista

| at: Dennis Gakunga, Chief Sustainability Officer, dgakunga@chulavistaca.gov 619-476-5355, 276  
Fourth Avenue | Chula Vista, CA 91910 or such other person as City may designate.

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City of Chula Vista

**III. PROJECT EXECUTION AND SCOPE**

1. CCDC hereby grants to City a sum of money (“Grant Funds”) in an amount not-to-exceed \$1,000,000, in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the description of Project in this Grant Agreement and its attachments and under the terms and conditions set forth in this Grant Agreement.
2. The City shall expend Grant Funds only in furtherance of the Project, in accordance with this Grant Agreement and all Exhibits hereto. The total amount of the Grant Funds shall not be increased without a written agreement between the Parties. Any Project costs which exceed the Grant Funds shall be the responsibility of the City or other funding source, not CCDC.
3. City shall at all times ensure that Project complies with all state and local laws.
4. The terms and conditions of this Grant Agreement, its attachments and exhibits constitute and contain the entire Grant Agreement and understanding between the Parties, and may not be contradicted by evidence of any prior or contemporaneous oral agreement.

**IV. MODIFICATIONS, AMENDMENTS, AND EXTENSIONS**

1. No amendment, modification, or variation of the terms of this Grant Agreement shall be valid unless made in writing, agreed to, and signed by both Parties.
2. Any request by the City or CCDC for amendments to this Agreement, or to the Project, shall be in writing stating the amendment request and reason for the request. The Parties shall make requests in a timely manner and the responding Party shall respond to such requests within thirty days of receipt. Minor task modifications and staff adjustments do not require amendment of this Grant Agreement. All change notifications shall be made in writing and include a description of the proposed change and the reasons for the change. Any modification or alteration in the Project must also comply with all current laws and regulations.

**V. FINANCIAL RECORDS AND REPORTING**

1. City shall maintain satisfactory financial accounts, documents, and records for the Project and will make them available to CCDC for auditing at reasonable times. City shall retain such financial accounts, documents, and records for two years after final payment and one year following an audit, whichever is the later date.
2. City shall use applicable Generally Accepted Accounting Principles (GAAP), unless otherwise agreed to by the Parties, and shall maintain adequate supporting documentation in such detail so as to provide an audit trail of receipts, expenditures, and disbursements.
3. Within six months of receiving Grant Funds, and again at Project completion (as defined in section II2 above), the City will submit to CCDC an expenditure report or receipts, evidencing the expenditure of Grant Funds on the Project and in accordance with the terms of the Grant.

**Commented [1]:**  
Section VI refers to payment. I added term language to show this is a three year grant.

Community Congregational Development Corporation  
*Grant to the*  
City of Chula Vista

4. Subcontractor(s) employed by the City and paid with moneys under the terms of this Grant Agreement, shall be responsible for maintaining accounting records in the same manner as required of City.

**VI. PAYMENT**

Throughout the term of the Grant Agreement, CCDC shall pay Grant Funds to the City as follows: At the commencement of this Agreement as defined in II2 above, CCDC shall pay City \$119,767. At the commencement of the second year of this Agreement, CCDC shall pay City \$122,-243. During the third year of this Agreement, CCDC will make quarterly payments based on approved Project costs contained in invoices submitted by the City's Contractor/Service Provider for the Project in a cumulative amount not to exceed \$1,000,000. Upon receipt of a Project invoice from the Contractor/Service Provider, City will review and submit a request for Grant Funds to CCDC. Upon receipt of a request for Grant Funds, CCDC shall make payment to City for approved Grant Funds by no later than thirty (30) days after receipt of City's request.

**Commented [2]:**  
CCDC prefers to make lump sum payments instead of monthly payments. CCDC understands City will not have revenue data in the first two years, and so is fine making the yearly payments requested in the application. For year three CCDC would like to make payments based on actual rather than estimated costs, and would prefer to make payments quarterly if possible.

**Commented [DG3R2]:** We accept this proposal

**VII. TERMINATION**

Either Party shall have the right to terminate this Grant Agreement at any time upon thirty days' written notice to the other Party. In the case of such termination, CCDC shall only be responsible for paying to City Grant Funds in the amount of costs incurred on the Project up until the date of termination. City shall provide to CCDC an expenditure report or receipts, evidencing such costs incurred.

**VIII. INDEMNITY AND HOLD HARMLESS**

To the maximum extent allowed by law, City shall indemnify, hold harmless and defend CCDC, its officers, directors, agents and employees against any and all claims, demands, damages, costs, expenses or liability arising out of the Project or this Grant Agreement, except for liability arising out of the gross negligence or willful misconduct of CCDC, its officers, agents or employees.

**IX. SEVERABILITY**

If any provision of this Grant Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Grant Agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this Grant Agreement are severable.

**X. WAIVER**

No term or provision hereof will be considered waived by either Party, and no breach excused by either Party, unless such waiver or consent is in writing and signed on behalf of the Party against whom the waiver is asserted. No consent by either Party to, or waiver of, a breach by either Party, whether expressed or implied, will constitute consent to, waiver of or excuse of any other, different or subsequent breach by either Party.

**XI. GOVERNING LAW/VENUE**

Community Congregational Development Corporation  
*Grant to the*  
City of Chula Vista

This Agreement is governed by, and shall be interpreted in accordance with, the laws of the State of California. Any action arising under or relating to this Grant Agreement shall be brought only in the County of San Diego, State of California.

**XII. NO AGENCY ACTUAL OR IMPLIED**

The Parties agrees that neither is acting as the agent of the other, and that their agents, and employees and subcontractors shall act in an independent capacity and are not officers, employees, or agents of the other Party.

**XIII. NOTICES**

All notices, demands or requests provided for or permitted to be given pursuant to this Grant Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified in this Agreement at the places of business for each of the designated Parties as indicated in section II.5., above.

**XIV. ELECTRONIC SIGNATURES MAY BE USED**

Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Grant Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

**Commented [4]:**  
It appears this is a carry over from the Norman Park contract. That contract had three paragraphs all numbered XIII, and the City was confused as to where requested changes should be made.

**XV. ADMINISTRATIVE CLAIMS REQUIREMENTS AND PROCEDURES.**

No suit or arbitration shall be brought arising out of this Grant Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by either party, in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by either party in the implementation of same, are incorporated herein by this reference. Upon request by either party, each shall meet and confer in good faith with either party for the purpose of resolving any dispute over the terms of this Agreement.

**XVI. PUBLICITY**

The City agrees to acknowledge CCDC's sponsorship in all materials (e.g., website, brochures, reports and press releases) developed by or for this Project. Unless an exception is made in writing by a CCDC authorized representative, approved language should read: "This project was made possible by Community Congregational Development Corporation." This language should be used in conjunction with the approved CCDC logo, a copy of which is attached hereto as Exhibit C.

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**(End of page. Next page is signature page.)**

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**SIGNATURE PAGE TO  
GRANT AGREEMENT**

IN WITNESS WHEREOF, by executing this Grant Agreement where indicated below, City and CCDC agree that they have read and understood all terms and conditions of the Grant Agreement, that they fully agree and consent to be bound by same, and that they are freely entering into this Agreement.

COMMUNITY CONGREGATIONAL  
DEVELOPMENT CORPORATION

CITY OF CHULA VISTA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

DAVID HAND  
PRESIDENT, COMMUNITY  
CONGREGATIONAL DEVELOPMENT  
CORPORATION

MARIA V. KACHADOORIAN  
CITY MANAGER

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED AS TO FORM

BY: \_\_\_\_\_  
Glen R. Googins  
City Attorney

Community Congregational Development Corporation  
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City of Chula Vista

**EXHIBIT A**

**GRANT APPLICATION**

**[INSERT GRANT APPLICATION]**

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City of Chula Vista

**EXHIBIT B**

**ADDITIONAL GRANT REQUIREMENTS**

CCDC has approved the CV Community Shuttle grant application and commits to pay up to \$1,000,000 in Grant Funds to the City, subject to the terms and conditions in the Agreement and the following terms and conditions:

- The CV Community Shuttle will provide service to seniors at no cost during the duration that CCDC is funding the program, which is expected to be three years from commencement of this Agreement, unless otherwise extended or terminated as provided herein. Seniors will be defined under the AARP definition of those 55 and over;
- The CV Community Shuttle will provide service throughout the geographic area of Northwest Chula Vista as defined by the CMO grant administrator and City's agreement with its Contractor/Service Provider, as set forth in the map attached hereto as Exhibit D;
- The City will meet all program reporting requirements as outlined in Section V of the Grant Agreement, including providing ridership data and information, as appropriate, and program operation costs on an annual basis over the term of the grant funding;
- The City will work with CCDC on marketing and outreach opportunities, as appropriate, and in accordance with Section XVI of the Grant Agreement over the term of the Grant funding;
- CCDC acknowledges that City will be required to spend the Grant Funds in accordance with the terms and conditions as outlined in the executed CMO Voucher agreement and the CMO grant program.

**Commented [5]:**

Has CMO approved the City's map? If so let's append it. If there are changes to the map we can meet and confer as to the areas covered.

**Commented [DG6R5]:** Yes, the map was approved by CMO and has been included in Exhibit D

**Commented [7]:**

Right now we cannot agree to this as we have no idea what terms and conditions may be set forth in the Voucher agreement. Is this needed? If so please provide the Voucher agreement for our review.

**Commented [DG8R7]:** Voucher agreement was provided and language is acceptable

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**EXHIBIT C**



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**EXHIBIT D**  
**SHUTTLE PROGRAM PROJECT SERVICE MAP**

