

Agreement

City of Eureka Allocation of Funds to [Enter Agency Name Here]

THIS AGREEMENT is executed this \_\_\_\_\_ day of July, 2025, by and between the CITY OF EUREKA, a municipal corporation of the State of California, ("City") and [Enter Agency Name Here]

Recitals

WHEREAS, City wishes to establish conditions applicable to allocation of funds from City to the [DBA]; and

WHEREAS, the conditions are intended to provide a common understanding of the purpose of the allocation, the manner in which the purpose will be accomplished and a means of evaluating any program or activities for which the allocated money is used.

NOW, THEREFORE, IT IS AGREED as follows:

Agreement

1. **Purpose of Allocation.** The specific purpose of this allocation is to provide funding for food assistance.
2. **Term.** The term of this Agreement will be on July 1, 2025 to June 30, 2026, unless it is renewed by the City Council of the City of Eureka or it terminates sooner as provided herein.
3. **Amount.** City hereby allocates to the District the total sum of \$7,500.00 subject to the conditions and terms as set forth hereinafter, for the Fiscal Year 2025-26. Such payment will be paid in full upon completion of this agreement.

The City Manager is hereby designated to administer this Agreement on behalf of City and is hereby authorized to make any determination on behalf of City necessary for implementation of the provisions of this Agreement.

4. **District Responsibilities.** In consideration of these funds, the District agrees to:
  - A. Carry out the program and services as described for the citizens of the City of Eureka.
  - B. Retain the records relative to this Agreement for three years after termination of this Agreement or until all audits are completed for the fiscal years during which this Agreement is in effect, whichever is later.
  - C. Provide the City, **no later than April 30, 2026**, a written summary containing, in performance terms, a review of services provided, special results achieved,

areas of needed change, areas in which future services or procedures could be improved and, for those objectives not achieved the reasons therefore. The District shall also provide to City, in a timely manner as specified by City any other written reports and responses that City requests.

D. Provide written documentation from the California Secretary of State's Office that the District is in good standing.

5. **Audits.** City will have the right to monitor and audit all work performed under this Agreement.

A. City will notify the District in writing within 30 days of any potential exceptions discovered during such examinations. Where such findings indicate that agreement requirements are not being met, upon such written notification, the District promises to take appropriate corrective action immediately.

6. **Title to Equipment.** Any equipment acquired with allocation funds under this Agreement will be the property of City. Upon termination of this Agreement, the District may continue to use the equipment for as long as the District conducts the program for which the funds were provided. If the District ceases to conduct the program, the property must be returned to City in good working condition.

7. **Termination.** --This Agreement may be terminated upon 30 days' notice by City pursuant to Section 14 herein, upon:

- a. The District's breach of any provision of this Agreement, or
- b. The City Council determines, that financial support to the District must end due to budgetary constraints

8. **Insurance.** The District must maintain, during the life of the Agreement, Public Liability and Property Damage Insurance and also Worker's Compensation Insurance for all District employees and volunteers and insure the City, its officers, officials, employees, and volunteers, who may be performing activities covered by this Agreement, from claims for damages for personal injury, including death, as well as from claims for property damage which may arise from the District's operations hereunder, or by anyone directly or indirectly employed by or volunteering for the District. The amounts of insurance must be as follows:

A. **General Liability** in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, personal injury, and property damage.

Said Policy must name the City as an additional insured and to provide this insurance as primary insurance as to the City, its officials, officers, employees, and volunteers, so that any other policies held by the City will not contribute to any loss under

said insurance. Said policy must provide that 30 days prior written notice, by certified mail return receipt requested, be given to the City for all matters relating to the policy.

The general liability policy must also contain the following provisions:

- (1) The City, its officers, officials, employees and volunteers are to be covered as additional insured's with respect to liability arising out of this Agreement.
- (2) The District's insurance coverage must be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers must be in excess of the District's insurance and must not contribute to it.
- (3) Each insurance policy required by this clause must state that coverage may not be canceled except after 30 days prior written notice, by certified mail return receipt requested, has been given to the City.

**B. Workers' Compensation Insurance** as required by the State of California and Employer's Liability Insurance of \$2,000,000 per accident for bodily injury or disease.

**C. Automobile Insurance** covering all bodily injury and property liability incurred during the performance of this Agreement with minimum coverage of \$2,000,000.00 per accident, bodily injury and property damage.

**D. Other Insurance Requirements.** The City or its authorized representatives or agents will have the right to require additional insurance, or higher limits of insurance, at any time during this Agreement should it be deemed necessary.

The City will not execute this Agreement until it receives certificates or other sufficient proof that these insurance provisions have been complied with and filed with the Finance Department.

If the District does not keep such insurance in full force and effect, City may, after receiving notice of cancellation of said insurance, elect to terminate this Agreement.

9. **Hold Harmless and Indemnity.**

The District agrees, to the greatest extent allowable by law, to indemnify, defend, and hold harmless City and its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses including attorneys' fees, arising out of the performance of any activities covered by this Agreement.

10. **Compliance with Law.**

A. All work done under this Agreement must be done in compliance with the applicable provisions of the Federal and State laws and any regulations promulgated thereunder including all applicable requirements of the Americans with Disabilities Act of 1990.

B. The District agrees to comply with all State and local licensing standards, all applicable accrediting standards, and any other standards or criteria established by the State or local laws, to assure quality of service.

C. This Agreement will be governed and construed in accordance with the laws of the State of California.

11. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, exist or bind any of the parties hereto.

12. **Amendments.** Any alterations, variations, modifications, or waivers of the provisions to this Agreement will be valid only when reduced to writing and duly signed by both parties.

13. **Assignability.** The District may not assign any interest in this Agreement without prior written consent of City and any attempted assignment without such consent will be void.

14. **Representatives and Notices.** The parties appoint the following persons to represent their respective interests herein. Written notices will be deemed given upon depositing in the United States mail, postage prepaid, addressed as follows:

City of Eureka:

City Manager  
City of Eureka  
531 "K" Street  
Eureka, CA 95501-1165

[Signatures on next page]

IN WITNESS WHEREOF, the parties have executed this Agreement and it will take effect as of the date first above written.

By: \_\_\_\_\_

Date: \_\_\_\_\_

1099 INFORMATION:

Tax Payer ID # \_\_\_\_\_

Social Security # \_\_\_\_\_

Incorporated: Yes \_\_\_\_\_ No \_\_\_\_\_

CITY OF EUREKA:

By: \_\_\_\_\_

Date: \_\_\_\_\_

Miles Slattery  
City Manager

Approved as to Form:

By: \_\_\_\_\_

Robert Black  
City Attorney

Attest:

By: \_\_\_\_\_

Pamela Powell  
City Clerk