CITRUS HEIGHTS
Solid roots. New growth.

PARTICIPATION AND INDEMNIFICATION AGREEMENT

COOL Program Grant Program

City of Citrus Heights

This Indemnification and Participation Agreement ("Agreement") is entered into as of the date of acceptance by the undersigned participant ("Participant") and the City of Citrus Heights ("City") in relation to the COOL Program (Canopy Over Our Lots).

1. Program Participation

The Participant acknowledges and agrees to the following terms as a condition of participation in the Program:

1.1 Program Description

The COOL Program provides grant funding to qualifying properties to assist that upgrade their existing parking lots with eligible shading improvements.

1.2 Eligibility & Compliance

- Participant affirms that they meet all eligibility criteria as outlined in the Program guidelines.
- Participant understands that all services provided through the Program must align with City regulations.
- Participant agrees to comply with all local, state, and federal laws applicable to their business operations.

1.3 Participant Responsibilities

- Participant shall provide accurate and complete information to the City and design professionals.
- Participant shall actively engage in the process, including responding in a timely manner to requests for information, document approvals, and site visits.
- Participant shall submit all required documentation necessary for permitting in accordance with the City's deadlines.

1.4 Property Maintenance

- Participant shall maintain the funded improvements in a healthy and thriving conditions as outlined in the maintenance agreement.
- Shade trees in dead/dying condition may be replaced with City approval.
- Irrigations systems shall be maintained and managed to provide proper watering.
- Trees shall be pruned in accordance with Section 106.34.070/B of the Zoning Code.

2. Indemnification & Release

2.1 Indemnification

To the fullest extent permitted by law, the Participant agrees to defend, indemnify, and hold harmless the City of Citrus Heights, its officers, elected officials, employees, agents, and contractors from and against any and all claims, liabilities, damages, losses, and expenses, including but not limited to attorney fees and costs.

2.2 Release of Liability

The Participant hereby releases and discharges the City, its employees, elected officials, officers, agents, and consultants from any liability, claims, or damages related to the use or reliance on services provided under the Program.

3. Scope of Services & Funding

- The City will reimburse 50% of the cost of the approved improvements and the total reimbursement shall not exceed $20,000.
- Participants will submit reimbursement requests to the City consistent with this agreement and Program guidelines.

4. Termination of Participation

The City reserves the right to terminate the Participant's involvement in the Program at its discretion, including but not limited to instances where:

- The Participant fails to comply with the Program's requirements and guidelines;
- The business is found to be ineligible or has misrepresented its eligibility status; or
- The Participant does not proceed in good faith with the application or permitting process.

If participation is terminated, the City may revoke any funding allocated to the Participant under the Program.

5. Compliance with Laws & Regulations

The Participant is solely responsible for ensuring compliance with all applicable federal, state, and local laws, including but not limited to:

- Americans with Disabilities Act (ADA) compliance;
- City zoning and building codes;
- Business licensing and operational requirements; and
- Health and safety regulations.

Participation in this Program does not exempt the Participant from any legal obligations.

6. Dispute Resolution

Any disputes arising from this Agreement shall first be attempted to be resolved through informal discussions. If unresolved, disputes shall be subject to mediation before either party pursues litigation.

7. Severability Clause

If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

8. Participant Information

Business Name	
Business Address	
Center Name (if applicable)	
Applicant Name	
Title	
Phone	
Email	

9. Acknowledgment & Agreement

By signing below, the Participant affirms that they have read, understand, and agree to the terms of this Indemnification and Participation Agreement.

Signed:	Date

City Representative Name	
Title	
Phone	
Email	
Signature	