

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

Contract Number

23-1274

SAP Number

San Bernardino County Fire Protection District

Department Contract Representative
Telephone Number

Dan Munsey
387-5779

Contractor

San Manuel Band of Mission
Indians

Contractor Representative
Telephone Number
Contract Term

September 1, 2023, to August 31,
2024

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

\$99,999

Briefly describe the general nature of the contract:

This is to accept the San Manuel Charitable Giving Grant award in the amount of \$99,999 and approve the Grant Award Letter Agreement, dated September 1, 2023, with the San Manuel Band of Mission Indians for assistance in the purchase 42 digital radios and associated equipment to support the San Bernardino County Fire Protection District's hand crews of the Wildland Division in fire mitigation and fire suppression operations.

FOR COUNTY USE ONLY

Approved as to Legal Form

▶ 
Scott Runyan, Principal Assistant County Counsel

Date 11/27/23

Reviewed for Contract Compliance

▶ _____

Date _____

Reviewed/Approved by Department

▶ _____

Date _____

San Manuel Band of Mission Indians

September 1, 2023

Mr. Jim Topoleski
Division Chief, Air & Wildland Division
County of San Bernardino - Preschool Services Department
157 W. 5th St., 2nd Floor
San Bernardino, CA 92415-0451

Re: Charitable Donation

Dear Mr. Topoleski,

On behalf of San Manuel Band of Mission Indians ("**Tribe**"), we want to thank you and your organization for the programs and services you provide to our community.

We are pleased to inform you that we approved a donation in the amount of \$99,999.00 to support your efforts. By accepting this charitable donation ("**Grant**") from Tribe, San Bernardino County Fire Protection District ("**Grantee**") agrees to abide by the following terms and conditions:

I. GRANTEE'S STATUS. Grantee warrants and represents that it is a public school, Tribal or other government entity, or tax-exempt organization under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is not a private foundation as defined in Section 509(a) of the Code. Grantee has provided Tribe with a copy of IRS determination letter(s) evidencing its status as an eligible recipient and warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee's current tax status, Grantee will notify Tribe immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT. Tribe's Grant is to provide funding in support of SBC Fire Protection Division Communications Upgrade (hereinafter "**Grant Project**"). The Grant is made only for specific charitable purposes described in this letter and may not be used for any other purpose without prior written approval from Tribe.

III. GOALS, OBJECTIVES, OUTCOMES AND EVALUATIONS OF GRANT PROJECT.

1. **Goals & Objectives.** Grantee shall undertake the following within [twelve] months following the date of this letter ("**Execution Period**") unless Tribe agrees in writing to alternative timelines: (See Attachment A: Goals, Objectives, Outcomes and Evaluations of Grant Project, incorporated herein by reference).

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2. Outcomes & Evaluation. The Outcomes will be evaluated and reported in sum at the completion of the Execution Period of this Agreement: (See Attachment A: Goals, Objectives, Outcomes and Evaluations of Grant Project, incorporated herein by reference).

IV. AMOUNT AND PAYMENT OF GRANT. Full payment of Ninety-Nine Thousand Nine Hundred and Ninety-Nine Dollars (\$99,999.00) is to provide funding in support of Grant Project and will be used as follows: (See Attachment B: San Manuel Grant Project Budget, incorporated herein by reference).

V. PERIOD OF GRANT. The Grant will be applied for projects executed during the 12-month period following this date of this letter unless otherwise agreed upon in writing by Tribe. No applications for new support will be accepted from Grantee until the conclusion of the Execution Period in compliance with Section III.1 above, unless the Grant Project is event/date specific.

VI. EXPENDITURE OF GRANT FUNDS

1. Use of Funds. Grantee will spend the Grant only for the purposes described in this letter.
2. Prohibited Uses. Grantee will not use any of the Grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - a. Carrying on propaganda, or otherwise attempting to, influence legislation;
 - b. Influencing the outcome of any specific public election;
 - c. Carrying on, directly or indirectly, any voter registration drive;
 - d. Inducing or encouraging violations of law or public policy, or
 - e. Causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of Tribe. No part of this Grant may be paid to any director, officer, employee or citizen (or their family members) of Tribe for any purpose.

VII. RECORDS, AUDITS, SITE VISITS. The Grant will be accounted for separately in Grantee's books and records. A systematic accounting record shall be kept by Grantee of the receipt and disbursement of the Grant. Grantee will retain original substantiating documents related to restricted Grant expenditures and make these records available for Tribe's review upon request. Grantee will be responsible for maintaining adequate financial records pertaining to the Grant for a minimum of three (3) years after completion of the Grant Project. Tribe, or its designated representative, reserves the right to conduct a site visit and/or audit Grantee's books and records relating to the expenditure of the Grant.

VIII. REPORTS. Grantee will submit a written semi-annual summative and final written report. Such written reports must be signed by an officer of Grantee and shall conform to the report template provided by Tribe's Strategic Philanthropy Department. **Please do not complete or submit a report until you have received the report notification from the Strategic Philanthropy Department.** Tribe shall send such templates and notice of the report's due date on the six month anniversary of the Effective Date and upon completion of the Execution Period. This template will be emailed to the Primary Contact listed in your grant application. Should

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this contact information change during the course of the Execution Period, please notify our office immediately.

IX. LICENSING AND CREDENTIALS. Grantee will maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with the Grant Project.

X. MANAGEMENT AND ORGANIZATIONAL CHANGES. Grantee will provide immediate written notice to Tribe if significant changes or events occur during the Execution Period which could potentially impact the progress or outcome of the Grant Project, including, without limitation, changes in Grantee's management personnel or losses of funding from any other sources.

XI. GRANT PROJECT BUDGET CHANGES. Grantee must report to Tribe any change, including but not limited to, changes in expenses, funding, personnel, materials, service area or population, or timelines, which impact at least 10% of the reported budget and use of funds for the Grant Project detailed in Attachment B.

XII. TRIBE LETTERHEAD AND LOGO.

1. If Tribe consents in writing to Grantee's use of Tribe's name or logo (collectively, its "Marks"), Grantee acknowledges and agrees that Tribe is the owner of all right, title and interest in and to Tribe's Marks and that Grantee's use of the Marks pursuant to this letter inures to the benefit of Tribe. Such written consent by Tribe, if actually given, would constitute a non-exclusive and non-transferable license, without the right to sublicense, to use the Marks solely in connection with providing recognition of the Grant pursuant to this letter. Grantee will have no rights in or to the Marks, except as expressly granted herein. Tribe expressly reserves to itself all rights in and to the Marks not expressly granted to Grantee pursuant to this letter. The manner and use of the Marks will comply with all federal and state laws pertaining to trade names, trademarks and service marks in force at any time and will clearly indicate Tribe's ownership of the Marks as requested and approved by Tribe.

2. All uses of the Marks by Grantee are subject to the prior written approval of Tribe through its Executive Director of the Office of Public Affairs. Grantee will submit to Tribe for approval, at least ten (10) business days prior to its intended first use, all materials which contain the Marks (whether in print media, direct mail, television, radio, internet, email, billboard or in any other form, media or channel). Tribe will have the right to review and approve any copy containing reference to Tribe or including the Marks prior to its use by Grantee. Tribe will use its reasonable efforts to promptly review materials sent by Grantee for approval and will not unreasonably withhold or delay its approval. In no event will Grantee make any unapproved changes to the Marks.

XIII. TRIBE'S PUBLICITY OF GRANT PROJECT. Grantee hereby grants to Tribe an irrevocable, non-exclusive license to use Grantee's name and marks in publicity materials in all forms of media pertaining to Grantee's organization, the Grant Project, and any results or outcomes of the Grant, for internal presentations and external dissemination to the public.

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XIIV. CONFIDENTIALITY. The terms of the Grant are confidential. Grantee must seek Tribe's prior written approval before sharing any terms of the Grant with third parties who do not have a need to know in order to further the purpose of the Grant Project.

XV. SELECTION OF SUBGRANTEES. With regard to the selection of any subgrantees to carry out the purposes of this Grant, Grantee retains full discretion and control over the selection process, acting completely independently of Tribe. There is no agreement, written or oral, by which Tribe may cause Grantee to choose any particular subgrantee.

XVI. NO AGENCY. Grantee is solely responsible for all activities supported by the Grant, the content of any product created with the Grant, and the manner in which any such product may be disseminated. This letter will not create any agency relationship, partnership, or joint venture between the parties, and Grantee will make no such representation to anyone.

XVII. NO WAIVERS. The failure of Tribe to exercise any of its rights hereunder will not be deemed to be a waiver of such rights.

XVIII. NO FURTHER OBLIGATIONS BY TRIBE. The Grant is made with the understanding that Tribe has no obligation to provide other or additional support or grants to Grantee.

XIX. REMEDIES. If Tribe determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision hereof, including but not limited to failure to submit reports when due, Tribe may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee hereunder or any other grant agreement, and Tribe may demand the return of all or part of the Grant funds not properly spent or committed to third parties, which Grantee will immediately repay to Tribe. Tribe may also avail itself of any other remedies available at law.

XX. WAIVER OF CLAIMS AND INDEMNIFICATION. Grantee waives any and all claims and recourse against Tribe, including the right of contribution for loss or damages to persons or property arising from, growing out of, or in any way connected with or incidental to fulfillment of the terms and conditions specified herein. Additionally, Grantee will indemnify, defend, protect and hold Tribe and its officers, managers, members, employees, agents and representatives, harmless from any cost, expense, claim, demand, liability and/or damage, including reasonable attorney's fees and costs, by any third party arising out of or in connection with, in whole or in part, performance of Tribe's obligations pursuant to this letter.

XXI. GOVERNING LAW/ JURISDICTION. This Agreement shall be governed by applicable tribal, federal, and State of California law, in that order, without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any other jurisdiction. Nothing in this Agreement shall be construed as a waiver of Tribe's immunity to unconsented suit.

XXII. KNOWING ASSUMPTION OF OBLIGATIONS. Grantee acknowledges that it understands its obligations imposed by this Agreement.

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XXIII. TERRORIST ACTIVITY. Grantee represents and warrants that it does not support or conduct, directly or indirectly, violence or terrorist activity of any kind.

XIV. ENTIRE AGREEMENT. This letter is the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous oral, written and other agreements between the parties. Nothing contained herein will be construed as a waiver of Tribe's immunity from unconsented suit.

As noted, our charitable giving guidelines require that we receive a final report from your organization. At the end of the Execution Period, you will receive notification detailing the instructions for submitting your report. If you have any questions regarding the Grant, or do not receive this notification, please contact your assigned Program Officer, Shawwna Nason, at (909) 864-8933.

Tribe is pleased to have the opportunity to support your valuable work. **Your check will be mailed to you by our Accounting Department, please allow 2 – 4 weeks for processing.** We extend our best wishes to you for continued success and look forward to hearing about your accomplishments in the coming year.

Sincerely,



Patrick Dupont
Vice President of Finance and Accounting

PD: sp