

2024 Spring Collaborative Capacity Building Grant Agreement Terms & Conditions

The following terms and conditions are binding on the Grantee identified in the signature block of the Grant Agreement. Grantee represents and warrants that it is the same Grantee that entered into the Grant Agreement. The Grant Agreement consists of the online Grant Agreement Form and these Terms and Conditions (collectively, the “Agreement”).

WHEREAS, Grantor is a California nonprofit public benefit corporation that is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (“IRC”);

WHEREAS, Grantor seeks to expand its reach into underserved communities in the Inland Empire region by supporting community builders and leaders in the region through financial and other forms of support; and

WHEREAS, Grantee has met those certain requirements to be eligible for receiving a 2024 Spring Collaborative Capacity Building Grant to support the Grantee’s infrastructure and capacity building in Calendar Year 2024.

NOW, THEREFORE, the parties agree as follows:

1. Grantor agrees to pay Grantee the amount of \$5,000. Under no circumstances is Grantor obligated to pay Grantee more than this amount.
2. Grantee Certifications
 - a. Grantee certifies that it is an organization that is both exempt from taxation under section 501(c)(3) of the Internal Revenue Code (“IRC”) and an organization described in IRC § 509(a) whose status has been duly confirmed by one or more operative IRS rulings or determination letters.
 - b. Grantee certifies that it has a principal office and/or serves community members in one of the following cities: Adelanto, Apple Valley, Baker, Barstow, Big Bear City, Bloomington, Fontana, Fort Irwin, Hesperia, Homestead Valley, Joshua Tree, Lake Arrowhead, Lenwood, Lucerne Valley, Mountain View Acres, Muscoy, Needles, Ontario, Peyton Hills, Phelan, Rialto, San Bernardino, Searles Valley, Trona, Twentynine Palms, Victorville, Yucca Valley; and is presently operating in one of the aforementioned cities to provide services to the residents of the County of San Bernardino.
 - c. Grantee certifies that all information provided by or on behalf of Grantee, including without limitation the information contained in Grantee’s grant application submitted to Grantor, is and will be true and accurate in all material respects.
 - d. Grantee certifies that they will have completed no less than 90% of all training and coaching sessions provided by Caravanserai Project related to nonprofit business operations.

3. Grantee will utilize the grant's proceeds only for capacity building and infrastructure development consistent with its tax-exempt status described above. Without limiting the generality of the preceding sentence, Grantee will not intervene in any election or support or oppose any political party or candidate for public office or engage in any lobbying, as prohibited by section 501 of the IRC, or, if applicable, section 4911 of the IRC.
4. Grantee will adhere to the [logo use policy](#) of IEHP Foundation and submit for approval to an IEHP staff member any communications to be shared that includes mention of IEHP Foundation.
5. Grantee will inform Grantor immediately of any change in its IRS tax-exempt status, proposed or actual.
6. This is a capacity building and infrastructure support grant. It is not earmarked for any program or for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this agreement's terms and conditions. However, at any time during normal business hours and as often as twice a year, Grantee shall make available, within ten (10) days of the receipt of such a request, to Grantor for examination all of its records with respect to all matters covered by this Agreement and this grant. Said records shall be made available for examination within San Bernardino County and Grantee shall maintain such records in an accessible location and condition for a period of not less than 4 years after the Effective Date.
7. Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
8. In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of Grantor. This Agreement does not create an employment relationship between Grantee and Grantor.
9. The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.
10. Grantor shall not be liable for, and Grantee shall defend and indemnify Grantor and its officers, agents, employees and volunteers against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Grantor's provision of funds and/or Grantee's use of said funds under this Agreement, arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants.
11. This Agreement shall be construed and interpreted according to the laws of the State of California.
12. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree

that signatures transmitted electronically via pdf attachment shall be binding as if they were original signatures.

13. The effective date of this Agreement is the date the online Grant Agreement Form is executed by the Grantee.