



Grant Agreement for: Emergency Action Campaign
Decision Date: May 3, 2021

AGREEMENT

This Grant Agreement contains the terms and conditions for your grant in the amount of \$15,000 from the California Fire Foundation (the "Foundation") to Orange City Fire Department (the "Grantee"), dated May 3, 2021. By signing this Grant Agreement and accepting grant funds, an officer or director of the Grantee makes the following representations and agrees to the obligations and conditions set forth.

The Foundation's offer of this grant in the amount of \$15,000 is subject to your agreement with the following terms and conditions:

- 1) Grant funds shall be expended solely in support of the objectives detailed in your proposal and budget for the above-referenced project.
- 2) Grantee shall not engage in any activity that is consistent with the terms of this Agreement, including using these funds in a fashion inconsistent with the Foundation's status as an organization exempt from taxation under Internal Revenue Code Section 501c (3), related IRS regulations and rulings. In particular, no grant funds may be used for lobbying expenditures or to aid in the election or appointment of a public official and/or the passage or defeat of a ballot measure. And, Grantee shall not, directly or indirectly, engage in, support, or promote violence or terrorist-related activities.
- 3) Grantee shall furnish to the Foundation any information concerning a major program or budget change in the proposal.
- 4) The Foundation reserves the right to discontinue, modify or withhold any payment(s) that might otherwise be due under this grant, to require a refund of any unexpended funds, or both, if, in the California Fire Foundation's judgment, any of the following occur:
 - Grant funds have been used for purposes other than those contemplated by this commitment letter; or
 - Such action is necessary to comply with the requirements of any law or regulation affecting either your organization's or the California Fire Foundation's responsibilities under the grant.
- 5) Any undisbursed project funds shall be remitted to the Foundation within two months following the end of the grant period. Any refund of less than \$100 will be waived.
- 6) Until Grantee receives approval from the Foundation, use of the name, logo or any of its licensed marks is prohibited.
- 7) Grantee agrees to defend and hold harmless the Foundation and its officers and employees from and against any, claim, including the expenses of investigation and defense of such claim, arising out of or in any way connected with this grant or the expenditure of grant funds.
- 8) Grantee is required to maintain financial records for expenditures and receipts relating to this grant, retaining these records and other supporting documentation that details all grant funds used for the approved project proposal and budget.
- 9) Grantee shall submit a final project impact report to Sarah Howard with the Foundation via email at showard@cpf.org **no later than** 45 calendar days after the above-stated end date of your project. This impact report shall include both of the following:
 - A narrative summarizing what was accomplished within the specified project period via the expenditure of grant funds, as well as a description of progress made, related



conclusions and/or the status of the objectives with respect to how grant funds were expended to attain said objectives; and

- A financial report showing the total project budget (which may be greater than the amount of the California Fire Foundation grant) and corresponding expenditures since the start of the grant. Please include related receipts and/or invoices with your report. Refer to this reporting template as a guide.

10) If you are not able to utilize all or part of the grant funds for the proposed project, contact Sarah Howard at 831.717.7690 or showard@cpf.org.

Public Information

The California Fire Foundation will include information regarding this grant in periodic reports and through various media channels. The Foundation also welcomes grantees to make grant award announcements upon return of this signed commitment letter and, to this end, can provide messaging for your reference and use on social media and/or with media outlets. Until Grantee receives prior written approval from the Foundation, use of the Foundation's logo or any of its licensed marks is prohibited.

Acceptance

In signing this agreement, the Grantee's signatory represents to the California Fire Foundation that they have the authority to sign this agreement on behalf of Grantee. ***This grant may be withdrawn if the Foundation has not received your acceptance within 14 calendar days of the date of this letter.*** If Grantee agrees to the grant terms and conditions as stated, please return a signed copy of this contract via email to Sarah Howard at showard@cpf.org within 14 calendar days.

Name of Grantee: CITY OF ORANGE

Printed Name of Signatory: RICK OTTO

Signatory's Title: CITY MANAGER

Signature: [Handwritten Signature]

Date Executed: 5/12/21

APPROVED AS TO FORM

[Handwritten Signature: Mary E. Binning]
MARY E. BINNING
Senior Assistant City Attorney