

**THIRD AMENDMENT TO SAN MANUEL COMMUNITY GRANT FUND RESTRICTED
GRANT AGREEMENT**

**BETWEEN
THE CITY OF SAN BERNARDINO
AND
SAN MANUEL BAND OF MISSION INDIANS**

This Amendment ("Amendment #3") to the San Manuel Band of Mission Indians/SBPD memorandum of Agreement is made and entered into as of November 20, 2024 ("Effective Date"), by and between the City of San Bernardino (a charter city and municipal corporation organized and operating under the laws of the State of California with its principal place of business at Vanir Tower, 290 North D Street, San Bernardino, California 92401) ("City") and San Manuel Band of Mission Indians (a Federally recognized Indian Tribe with its principal place of business at 26569 Community Center Drive, Highland, California 92346) ("Tribe"). City and Tribe are sometimes referred to herein individually as a "Party" and collectively as "Parties".

RECITALS

A. **WHEREAS**, the Parties entered into an agreement dated October 1, 2017, to provide funding from the San Manuel Community Credit Fund in support of the City's Police Department to improve police visibility and public safety in the off-Reservation community surrounding the Tribe's Reservation ("Agreement"); and

B. **WHEREAS**, the Parties entered into a First Amendment to allow the purchase of traffic cameras instead of crime cameras on August 7, 2019; and

C. **WHEREAS**, the Parties entered into a memorandum of agreement to provide supplemental policing, community and traffic control services in the service areas, and additional services as requested by the Tribe ("Supplemental Services") on January 1, 2021 ("MOU"), expiring on December 31, 2024; and

D. **WHEREAS**, the Parties now desire to further amend the Agreement a third time in order to provide additional Supplemental Services.

NOW, THEREFORE, the Parties mutually agree as follows:

AGREEMENT

1. Incorporation of Recitals. The recitals listed above are true and correct and are hereby incorporated herein by this reference.

2. Amendment

a. Representations and Warranties

(1) Section 2(b) to the Agreement section of the MOU is

amended by replacing the words “not less than four (4) officers” with the words “not less than six (6) officers and one (1) supervisor”.

(2) Section 2(d) to the Agreement section of the MOU is amended in its entirety to read as follows: “Representatives from SBPD and the Tribe’s Department of Public Safety will hold briefings as needed to coordinate efforts related to the provision of Services and Additional Services. Furthermore, the Area Commander of SBPD or their designee (along with the Vice President of the Tribe’s Department of Public Safety or their designee) will arrange management meetings as necessary to address challenges, discuss recommendations, and review any notices from the Tribe concerning Additional Services.”

b. Term/Termination. Section 6 to the Agreement section of the MOU is amended in its entirety to read as follows:

“(a) The term of this Agreement will be from the Effective Date through the date that is four (4) years following the Effective Date (on or about January 1, 2029) (“Term”).

(b) Either Party hereto may terminate this Agreement upon not less than six (6) months’ prior written notice to the other Party for failure on the part of the other Party to perform a material obligation hereunder to the detriment of the terminating Party that cannot be cured; or if curable, is not cured to the non-terminating Party’s satisfaction within three (3) business days or for breach of a Party’s representation or warranty made in this Agreement to the detriment of the terminating non-breaching Party.

(c) Either Party may also terminate this Agreement for any reason or no reason whatsoever, in its sole discretion, upon six (6) months’ prior written notice to the other Party.”

c. SBPD Funding

(1) Section 7(b) to the Agreement section of the MOU is amended in its entirety to read as follows: “Both Parties agree that the Services and Additional Services provide a benefit to the surrounding community and the Tribe will pay all invoices for Additional Services both approved by the Tribe and performed by the SBPD. The SBPD will need to gather either written or verbal approval from the Chief Physical Security Officer or his/her designee, prior to Additional Services being incurred. The SBPD shall provide to the Tribe a quarterly invoice with a detailed listing of Services, and the approved Additional Services performed, including the Tribe’s designated position who approved the Additional Services, the SBPD personnel used to provide the Additional Services, and the hours such personnel worked. The Tribe will pay within thirty (30) days following receipt of such invoice. Notwithstanding anything to the contrary, an invoice shall be deemed approved by the Tribe if the Tribe does not object within thirty (30) calendar days following receipt of such invoice.”

(2) A new Section 7(h) is added to the Agreement section of the

MOU to read as follows: "All invoices issued by the City are payable within thirty (30) calendar days from the date of the invoice ("Net 30")."

d. Signage. The existing signage indicating "Law Enforcement for this neighborhood funded in part by the San Manuel Band of Mission Indians," shall be maintained and replaced as necessary by San Bernardino City employees.

e. Notice. Section 13 to the Agreement section of the MOU is amended by replacing the City Manager name of "Robert D. Field" with "Rochelle Clayton", and the title "Administrative Captain" with "Operations Captain".

f. Exhibits. Exhibits A through C of the MOU are deleted in their entirety and replaced with the new Exhibits A through C attached hereto and incorporated by reference.

3. Continuing Effect of Agreement. Except as amended by this Amendment #3, all provisions of the Agreement as amended shall remain in full force and effect and shall govern the actions of the Parties under this Amendment #3. Whenever the term "Agreement" appears in the original Agreement from and after the date of this Amendment, it shall mean the Agreement as amended.

4. Electronic Transmission. A manually signed copy of this Amendment #3 which is transmitted by facsimile, electronic mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment #3 for all purposes. This Amendment #3 may be signed using an electronic signature.

5. Counterparts. This Amendment #3 may be signed in counterparts, each of which shall constitute an original.

[SIGNATURES ON FOLLOWING PAGE]

**SIGNATURE PAGE FOR
THIRD AMENDMENT TO SAN MANUEL COMMUNITY GRANT FUND RESTRICTED
GRANT AGREEMENT**

**BETWEEN
THE CITY OF SAN BERNARDINO
AND
SAN MANUEL BAND OF MISSION INDIANS**

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment #3 on the Effective Date first herein above written.

CITY SAN BERNARDINO

**SAN MANUEL BAND OF MISSION
INDIANS**

Approved By:

Rochelle Clayton
Acting City Manager

Signature

Name

Attested By:

Title

Genoveva Rocha, CMC
City Clerk

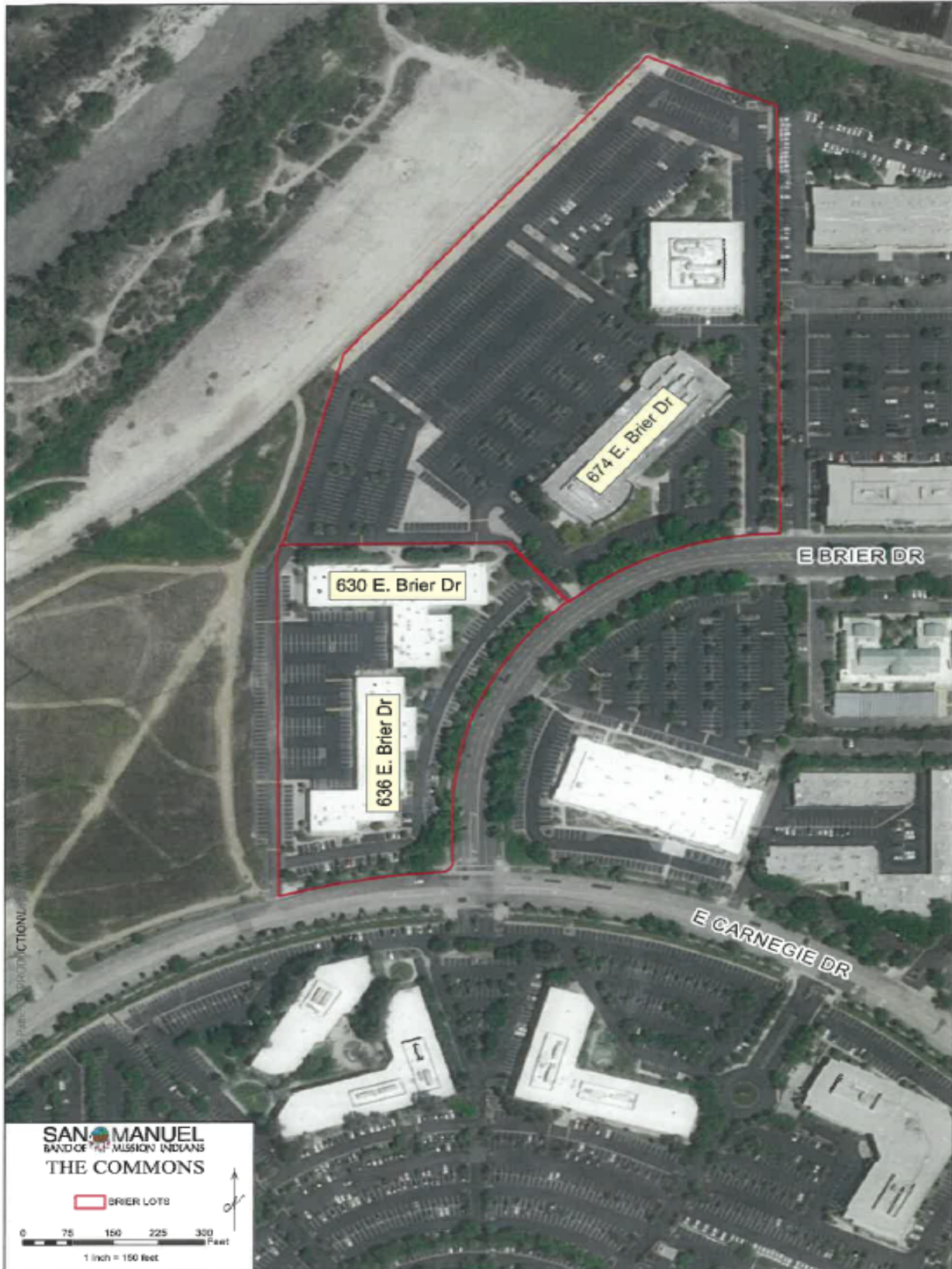
Approved as to Form:

City Attorney
Best Best & Krieger LLP

EXHIBIT A
Service Areas

- The area surrounding the Reservation and within the City of San Bernardino with Highway 210 being the western border, Highway 210 being the southern border and Highway 330 being the eastern border
- The Commons (see attached Map 1)
- Hospitality Lane property (see attached Map 2)
- Arrowhead Springs Resort (see attached Map 3)

Map 1



Map 2



Map 3

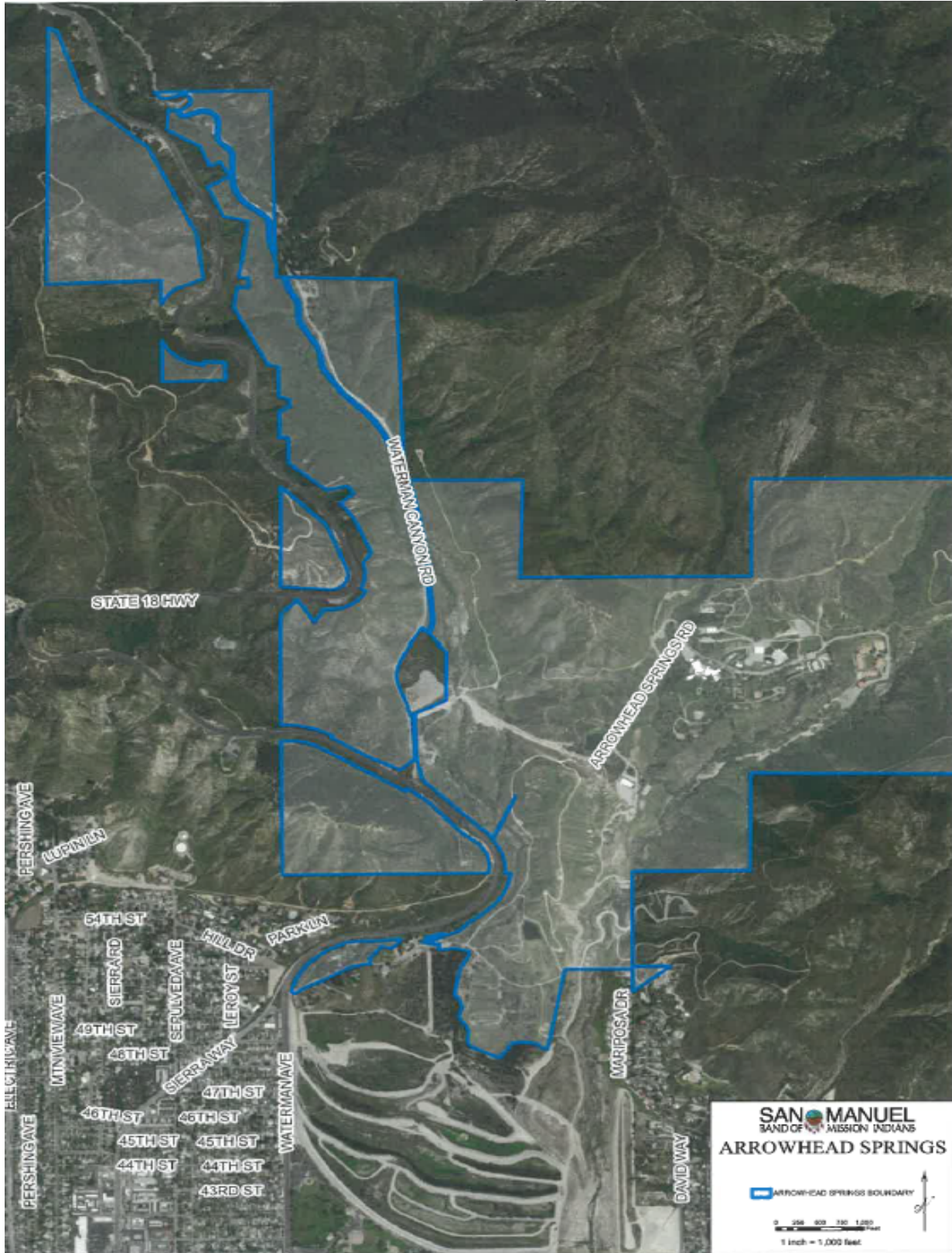


EXHIBIT B
Services and Additional Services

Services

Services shall include a dedicated team of six (6) officers and one (1) supervisor providing general policing and traffic control services within the Service Areas, including without limitation (1) providing traffic control, (2) handling parking issues, traffic collision reports and basic reports exclusively in the Service Areas and (3) observing, reporting, and conducting vacation checks (4) identifying and addressing community needs in the neighborhoods located in the Service Areas, as coordinated with the Tribe's Department of Public Safety. Additionally, SBPD shall submit a brief monthly report to the Tribe's Chief Physical Security Officer to include the following information and any additional statistics requested: (1) a summary of calls for service in the Service Areas (type and number), (2) a summary of crimes reported in the Service Areas (type and number), and (3) a summary of arrests in the Service Areas (type and number). As part of services, the SBPD will develop a method for identifying and notifying the Tribe's Department of Public Safety of critical incidents that may impact Tribal operations. The Department will coordinate with the Tribe's Department of Public Safety to provide quarterly training as requested and agreed upon.

Additional Services

Additional Services shall mean policing, safety, and traffic control services by sworn or non-sworn staff where appropriate in addition to the Services that are noticed by the Tribe in accordance with the Agreement, which may include but shall not be limited to:

1. Traffic control and safety support along key corridors such as Highland Avenue and Victoria Avenue and at key intersections during ingress and egress to improve traffic flow and traffic safety; and
2. Action plans and traffic and policing support for activities, events and holidays in cooperation and coordination with the Tribe's Department of Public Safety.
3. Extra patrols or coordinated response to crime trends or activity impacting the focus areas or Tribal Operations.

EXHIBIT C

Funding

Services: Upon the later of the Effective Date or the full execution of the Agreement, the Tribe shall fund an SBPD account with the estimated equivalent of the annual salaries for six (6) SBPD Officers, and one (1) SBPD Sergeant at the amounts set forth below in the fee schedule. SBPD shall draw reimbursement from the account only for the actual cost for the Officers' salaries. SBPD shall maintain a record of the actual cost of the Officers' and their assigned supervisor's salaries and provide an update of such record on no less than a quarterly basis. On each anniversary of the Effective Date of the Agreement, the Tribe shall renew such payment for the Term calculating any remaining funds from the previous year(s) into the renewal amount. Should the Agreement terminate prior to a full year of Services following the initial payment or any payment renewal, or if there is Funding remaining at the end of the Term, the SBPD and/or City shall be used to fund services and/or equipment dedicated to supporting the focus areas.

Equipment: Upon the later of the Effective Date or the full execution of the Agreement, the Tribe will fund an SBPD account with the annual projected equipment funding set forth below in the fee schedule. Vehicle funds will be used as needed throughout the duration of the agreement term. On each anniversary of the Effective Date of the Agreement, the Tribe shall renew such payment for the Term calculating any remaining funds in the equipment and training accounts from the previous year(s) into the proceeding years amount. Equipment funding will be used for the following:

- a. **Patrol Vehicles:** The Tribe shall provide funding to purchase and maintain seven patrol vehicles for the officers dedicated to the service area during the term of the agreement. The SBPD currently possesses four (4) San Manuel area dedicated patrol vehicles and will purchase and equip three (3) additional dedicated patrol vehicles as needed for the duration of the agreement term. The SBPD will display on the patrol vehicles dedicated to providing services a high-quality decal that states the following "This vehicle was made possible with funding from the San Manuel Band of Mission Indians." SBPD shall submit in advance to the Tribe the proposed design and dimensions of the decal for the Tribe's timely approval.
- b. **Miscellaneous Equipment:** The SBPD will purchase miscellaneous equipment deemed necessary for law enforcement and communications. The SBPD shall notify the Tribe in advance and in writing of the intended purpose and cost of any miscellaneous equipment the SBPD intends to purchase. Such equipment may include, but is not limited to, the following:
 1. Crime Cameras
 2. Automatic License Plate Readers
 3. Software to support criminal investigations
 4. Surveillance equipment
- c. **Training:** The Tribe shall pay for appropriate training for the dedicated staff to provide the highest quality personnel to work in the service area.

Fee Schedule The table below represents the annual cost for salaries and equipment to fund the agreement. The SBPD budget is based on a fiscal year (July 1 to June 30) and salaries have been adjusted to reflect the projected cost for each calendar year of the agreement. Cost of living and salary increases have been projected into the table; however, the Tribe will only be charged for actual cost.

	Year 1 01/01 – 12/31/2025	Year 2 01/01 – 12/31/2026	Year 3 01/01 – 12/31/2027	Year 4 01/01 – 12/31/2028	Total Cost
Officer (6)	\$1,157,229.00	\$1,215,090.00	\$1,275,844.00	\$1,339,636.00	\$4,987,799.00
Sergeant (1)	\$239,391.00	\$251,360.00	\$263,927.00	\$277,124.00	\$1,031,802.00
Equipment	\$680,000.00	\$80,000.00	\$80,000.00	\$80,000.00	\$920,000.00
Training	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$40,000.00
Total Cost	\$2,086,620.00	\$1,556,450.00	\$1,629,771.00	\$1,706,760.00	\$6,979,601.00

Officer Salaries (fiscal year):

\$188,167 per Officer for the first year,
 \$197,575 per Officer for the second year,
 \$207,454 per Officer for the third year, and
 \$217,827 per Officer for the fourth-year 1st half
 \$228,718 per Officer for the fourth-year 2nd half

Sergeant/Supervisor Salary (fiscal year):

\$233,551 for the first year,
 \$245,228 for the second year,
 \$257,489 for the third year, and
 \$270,364 for the fourth-year 1st half
 \$283,883 for the fourth-year 2nd half

Additional Services: The City shall invoice the tribe quarterly for additional services. Additional services shall be billed at the actual cost. The hourly rates below are projections based on a top step employee.

Per hour rates:

Rank	1st Year	2nd Year	3rd Year	4th Year 1st Half	4th Year 2nd Half
Sergeant	\$138.25	\$145.16	\$152.42	\$160.04	\$168.04
Detective	\$122.34	\$128.46	\$134.88	\$141.62	\$148.70
Officer	\$107.29	\$112.65	\$118.28	\$124.20	\$130.41
Unsworn Personnel: Actual cost but not to exceed \$48 per hour.					