



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

The 2022-23 Arroyo Grande Community Service Grant Program is intended to provide monetary grants to eligible community non-profit organizations. The City recognizes the value of such groups, which provide specialized social service, educational, cultural, beautification, and recreation programs and projects that benefiting Arroyo Grande citizens. Grants will be awarded in minimum amounts of not less than \$250.

Funding for 2022-23 Community Service Grant Program is \$82,065.

ELIGIBILITY STANDARDS

To be eligible to apply for grant monies under the City's 2022-23 Community Service Grant Program, a community organization must satisfy the following standards:

- Operate as a non-profit 501c3;
- Serve the Arroyo Grande community;
- Use funds to directly provide* a social service, educational, cultural, beautification, or recreation program or project to Arroyo Grande residents and/or businesses;
- Not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition, or age; and
- Not use grant monies specifically for religious activities.
- American Rescue Plan Act (ARPA) funds are restricted to organizations impacted by the COVID-19 pandemic. See page 4 for more information.

* "Directly provide" means that the community non-profit organization conducts the social service(s) or cultural program(s) itself rather than through a separate entity to which it sub-awards grant monies.

Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

All interested non-profit organizations must complete an application form, including the following:

1. Attachment A: Cover Sheet

- a. Organization/Agency Name (applicant is required to list the local branch if it represents a national or statewide organization)
- b. Program or Service Title
- c. Executive Director and Program Contact Person (if different)
- d. Physical Address and Mailing Address (if different)
- e. Phone Number
- f. Email Address(es)
- g. Amount of funds being requested
- h. If applicable, funds received in prior year (or most recent year when funds were received)

- i. A brief (50 words or less) description of the proposed program or service
- j. Indicate if your organization has been affected by the COVID-19 pandemic

2. Attachment B: Program/Service Information

- a. Briefly describe your organization and its mission.
- b. Summarize your proposed program or service.
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 - ii. Approximate number of City of Arroyo Grande residents served by the non-profit organization.
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3. Attachment C: Scope of Work or Work Plan and Budget Worksheet

4. Attachment D: Signed Agreement with the City of Arroyo Grande (to be fully executed upon grant award).

5. Attachment E: Proof of 501(c)(3) status with a copy of the letter from the IRS.

Completed applications forms, along with supplemental documents must be submitted by **5:00 p.m., Thursday, December 22, 2022** addressed to:

City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

Applications are encouraged to be submitted electronically.

Electronic signatures are accepted.

Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Dignity Health dba Arroyo Grande Community Hos
(local branch)

Mailing Address: 345 South Halcyon Road
City: Arroyo Grande State: CA Zip: 93420

Physical Address:
(if different from Mailing Address) _____
City: _____ State: _____ Zip: _____

Fund Amount Requested: \$ 10,000

Previous Funds Received? Yes No If Yes, Year Received: 2022
Amount Received: \$7,200

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Sue Andersen

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: Matthew Fisk
(if different from Executive Director)

Email Address: [REDACTED]

Phone Number: [REDACTED]

Program or Service Title: Homeless Patient Support Program

Brief description of the proposed program or service (50 words or less):

This program provides an array of services offered free of charge to patients experiencing homelessness or patients who are at risk for homelessness to ensure they are able to make a full recovery after discharge from the hospital and prevent re-admittance. AGCH has treated 285 homeless patients since July 2022.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

This proposal requests a grant of American Rescue Plan Act funds in the amount of \$10,000 to help the hospital reach and better care for an Arroyo Grande population in high need, who also face disproportionate risk related to the COVID-19 pandemic. The pandemic has been especially difficult for disadvantaged and underserved populations in general, and has affected those who are homeless or at-risk for homelessness given widespread elimination of crucial services in 2020, 2021, and 2022. With 80% of the county's homeless population unhoused and limited shelter beds available county-wide, this is a population that is also disproportionately affected by the COVID-19 pandemic, physically and economically. Before widespread vaccination, COVID-19 outbreaks were common in homeless shelters, with San Luis Obispo's 40 Prado Road facility, the nearest shelter for the Five Cities homeless population, experiencing major outbreaks in December of 2020 and August of 2021. For those with underlying health problems, these risks make staying in a shelter impossible and further interrupts access to critical resources including medical care. Furthermore, since community masking requirements and other safety measures designed to reduce the spread of the virus have been relaxed, the required quarantining and social distancing of those exposed to or positive for the virus have also been discontinued in local shelters, which places those in close proximity to someone infected with the virus at high risk of their own infection.

A partial solution to these challenges is more vaccination for Five Cities' homeless populations -- outreach that can be facilitated by Arroyo Grande Community Hospital's homeless patient services program given more resources. Older adults who are homeless are often at the highest risk for complications as a result of a COVID-19 infection, yet there remains widespread mistrust of healthcare systems and institutions. Two recent studies of COVID-19 vaccine reluctance and suspicion among homeless populations concluded that the intersection of this general mistrust in healthcare institutions -- based on bad experiences with fragmented systems of care, limited health literacy, and lack of sustained relationships with primary care providers -- and the tendency toward self-protection due to the inability to socially distance in overcrowded shelters results in as much as half of individuals experiencing homelessness being unwilling to receive vaccination against COVID-19. The Homeless Patient Support Program at AGCH addresses these risks through efforts to provide temporary shelter and supplies to those infected with COVID-19 who are experiencing or at risk of homelessness so they can safely recover without infecting others and enabling further spread of the virus.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

Established in 1961, Arroyo Grande Community Hospital (AGCH) is a nonprofit full-service general, acute care, and medical-surgical facility with 67 beds serving residents in southern San Luis Obispo County. In June of 2004, AGCH was acquired by Dignity Health. In 2019, Dignity Health combined with Catholic Health Initiatives to form CommonSpirit Health. In California, the collection of health care providers and services is known still as Dignity Health. Locally, AGCH operates under the same license as its sister hospital, Marian Regional Medical Center in Santa Maria. AGCH is otherwise a distinct and independent nonprofit hospital serving southern San Luis Obispo County.

As the only hospital in southern San Luis Obispo County, AGCH serves the group of communities known locally as the "Five Cities" and Nipomo. The area has a population of approximately 75,000. In 2021, the hospital saw a total of 34,405 patients in 71,297 separate encounters. Among these patients are the approximately 400 patients seen annually who are experiencing homelessness or are at risk of homelessness. AGCH offers a range of acute-care services including emergency care, acute rehabilitation, cancer care, home health support, imaging services, neurological care, orthopedic care and surgery, and physical and respiratory therapy.

Mission Statement:

Arroyo Grande Community Hospital is committed to delivering compassionate, high-quality, affordable health services; serving and advocating for the poor and disenfranchised; and partnering with others in the community to improve the quality of life. Arroyo Grande Community Hospital Foundation supports this mission through fundraising and relationship building. The Foundation solicits philanthropic gifts, provides stewardship of these gifts, and grants funds to the hospital to advance the health of the community.

Program or Service Summary:

List Area(s) Served by the Organization:

City of Arroyo Grande and southern San Luis Obispo County

Summary of Program/Service

Grant funds will be used by AGCH to provide homeless patients and those identified as at risk for homelessness with the services itemized below, at the direction of AGCH social workers and case managers. Last year, 433 homeless patients were treated at AGCH, and 285 unique individuals have been treated since July 1, 2022 in 390 patient encounters. While some permanently reside in Arroyo Grande, most of the homeless residents travel between and live in multiple communities of southern San Luis Obispo County regularly. Program outcomes will be measured based on statistics tracked for each service. This is an ongoing program, but awarded funds will be used in 2023.

- Provide shelter solutions for health recovery: Purchase and distribute survival and temporary shelter supplies; linkage to sobering facilities
- COVID+ Homeless Patients assisted post-discharge: Identify homeless patients who are COVID+ and arrange services and referrals to resources for their safe recovery from the illness
- Health literacy and COVID-19 Vaccination: Individual outreach to educate and encourage vaccination against COVID-19, including offering to administer the vaccine. Vaccination also removes barriers to care, employment, and shelter.
- Transportation: Bus passes, taxis, and ride services like Lyft are provided to help homeless patients get to the pharmacy or lodging upon discharge.

This outreach program distributing supplies complements other services provided free of charge to local homeless and economically insecure patients. Together these services contribute to the ultimate goal of helping these patients make a full recovery and prevent readmission to the hospital.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 100

- Description:

This service will directly benefit the most vulnerable population of Arroyo Grande, meeting them at their greatest time of need to help rehabilitate them and provide safety. While this program is designed to serve local homeless patients treated at AGCH, it benefits the entire community of Arroyo Grande by helping maintain the health of our community's homeless residents, a necessary component to San Luis Obispo County's 5-year plan to house its homeless.

How is local need for this program or service determined?

All patients at AGCH are evaluated in terms of being housed or homeless, and other socioeconomic factors, called Social Determinants of Health, or SDOHs.

When a patient at AGCH is identified as homeless, an on-site social worker will assesses the patient's individual needs, determine the best course of action for continued recovery after hospital discharge, and coordinate with local agencies to ensure a continuum of care.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: 2 Number of Part Time Staff: 1

Number of Volunteers: _____

- Description:

AGCH's Care Coordination team consists of two to three licensed clinical social workers any day of the week, who primarily staff the Emergency Department, and case managers who work individually with patients who have complex psycho-social needs that include homelessness. One of these social workers works in partnership with the Five Cities Homeless Coalition organization, based in Grover Beach, to travel out into the streets and encampments to help homeless patients navigate post-discharge treatments, monitor medications, and provide linkage to follow-ups with providers and other services and resources. It is the perspective of AGCH and 5 Cities that health and housing go together in eliminating homelessness in our community.

FT Staff: (2)

- Joan McKenna, LCSW, Arroyo Grande Community Hospital

- Christina Trezza-Horn, LCSW, Arroyo Grande Community Hospital

PT Staff (1): - Amelia Grover, LCSW, Manager of Social Work, Dignity Health Pacific Central Coast

ATTACHMENT C: SCOPE/WORK PLAN AND BUDGET WORKSHEET

Scope of Work or Work Plan

When completing this worksheet, refer to the following questions:

- A. What are the objectives? What is the program or service aiming to accomplish?
- B. How will those goals be achieved, and in what timeframe?
- C. What is the evaluation methodology for measuring results? How can results be quantified and observed?
- D. Results should be meaningful, measurable, and demonstrate the difference the proposed project makes, or is intended to make, in the lives of the people within the program or receiving the service.
- E. Output results show the amount of work performed or services received.
- F. Outcomes show the quality of the performance and answer the questions: who is better off by providing this program or service? What percentage of residents are assisted or are benefitting from this program or service?

Program/Service Objectives:	Major Tasks to Complete (to achieve associated goal)	Timeline	Evaluation Methodology
Provide shelter solutions for health recovery	Purchase and distribute survival and temporary shelter supplies; link to sobering facilities	full term of the grant	Number of recipients of which supplies
COVID+ Homeless Patients assisted post-discharge	Identify homeless patients who are COVID+; services arranged and referrals to resources	full term of the grant	Number of COVID+ homeless patients assisted
Provide referrals to COVID vaccine distribution sites	Connect individual unvaccinated homeless patients to vaccination resources	full term of the grant	Number of patients referred to vaccination resources
Provide transportation support to homeless patients	Provide transportation vouchers for public and private transportation	full term of the grant	Number of transportation solutions provided

Program Service OUTPUTS:

This program's outputs are the services provided to patients who are homeless or at risk of homelessness who are admitted to the hospital and discharged, or treated in the Emergency Department, then discharged. Outputs are tied to each of the four objectives of this program and are quantified as number of patients served with what objectives, categorized according to each evaluation methodology for each objective.

Program Service OUTCOMES:

The goal of this program is to ensure discharged homeless patients, and especially those infested with the COVID-19 virus, are able to make a full recovery after discharge from the hospital and prevent re-admittance. In the process, this program's secondary goal is to link discharged homeless patients to resources that will enable them to find temporary or permanent housing solutions.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees		
Artistic Salaries & Fees		
<i>Other Salaries & Fees</i>		
1. 0.50 FTE Homeless Health Navigator (social worker)	50,000	
2. 0.25 FTE Care Coordination - Case Management	20,000	
Equipment		
Supplies / Materials (basic survival supplies)	4,500	4,500
Travel / Transportation (vouchers & gas cards)	3,000	3,000
Promotion / Publicity		
<i>Other Expenses: sheltering assistance</i>	10,000	1,500
1. Uncovered health expenses for med supplies	2,000	1,000
2. Staff mileage for case managers	2,000	
TOTALS:	91,500	10,000

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	10,000
<i>Other Funding Sources:</i>	
Other Public Grants	10,000
Private Foundations	50,000
Corporation Contributions	5,000
Concessions / Ticket Sales	
Promotion Sales / Advertisements (Other Cash)	16,500
<i>Other Funding Subtotal:</i>	91,500
TOTALS:	91,500

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of Dignity Health dba Arroyo Grande Community Hospital non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/22/2022

Signature: Kenneth R Dalebout

Dignity Health dba Arroyo Grande Community Hospital
2022-23 Community Service Grant Application - Dignity Health dba Arroyo Grande Community Hospital
Date: 12/22/2022 10:02:00 AM

Executive Director or Designee


Board of Director or Officer



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Date: JUN 14 2012

Dignity Health
185 Berry Street
San Francisco, CA 94107

Employer Identification Number:

Person to Contact and ID Number:

Elizabeth D. Goff 1000221509

Toll Free Contact Number:

(877) 829-5500

Accounting Period Ending:

June

Public Charity Status:

509(a)(1) & 170(b)(1)(A)(iii)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

December 16, 2011

Contribution Deductibility:

Yes


Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. **Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.**

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed *Compliance Guide for 501(c)(3) Public Charities* for some helpful information about your responsibilities as an exempt organization.

Sincerely,


for Lois G. Lerner
Director, Exempt Organizations

Enclosures: *Pub. 4221-PC, Compliance Guide for 501(c)(3) Public Charities*
Notice 2011-52, Notice and Request for Comments Regarding the Community Health Needs Assessment Requirements for Tax-exempt Hospitals



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Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

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For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Arroyo Grande Public Art, Inc.
(local branch)

Mailing Address: P.O. Box 008
City: Arroyo Grande State: CA Zip: 93421

Physical Address: 1088 Robin Circle
(if different from Mailing Address)
City: Arroyo Grande State: CA Zip: 93420

Fund Amount Requested: \$ 20,000

Previous Funds Received? Yes No If Yes, Year Received: 2018
Amount Received: 700

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Kathryn Phelan

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: Eileen Costello
(if different from Executive Director)

Email Address: [REDACTED]

Phone Number: [REDACTED]

Program or Service Title: Art Outside the Box - Arroyo Grande Utility Box project

Brief description of the proposed program or service (50 words or less):

The city of Arroyo Grande and Arroyo Grande Public Art(AGPA) are implementing a public art project, Art Outside the Box, to paint 16 city Utility Boxes with the art work of local artists. The project will elevate the aesthetics of the city, promote civic pride, extend public art to new areas, and increase tourism.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

During the pandemic due to Covid restrictions, AGPA could not meet in public. We started having our meetings over zoom, which we are still continuing for Board of Directors meetings. We also had to stop most of our fundraising activities and our membership drive. Our membership declined as a consequence of the pandemic. Our first in person fundraiser was this summer when we were the highlighted non-profit at one of the Arroyo Grande Summer Concert series. Since we depend on fundraising to provide much of the funds for public art projects, it has been difficult to start new projects.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

AGPA has been promoting development of public art in Arroyo Grande since 2013. We have successfully completed and installed eight projects. All of these art installations are in public locations where they can be enjoyed by the entire community of Arroyo Grande. The purpose of Arroyo Grande Public Art is to promote and support the work of local and statewide artists, and to approach the entire city as a showcase for public art. As a community organization we want to respond to and reflect the diverse nature of Arroyo Grande's population history and growth, and engage the community to encourage public art sponsorship.

Mission Statement:

Arroyo Grande's Public Art's mission is to encourage and support Public Art projects that stimulate a cultural environment that reflects the city's heritage, and character. Our support will include but not be limited to identification, funding, installation, and support, of public works of art.

Program or Service Summary:

List Area(s) Served by the Organization:

City of Arroyo Grande

Summary of Program/Service

AGPA has provided art installations in 8 locations in the city of Arroyo Grande. After AGPA completes all phases of the Utility Box project, projected future projects include crosswalk art and murals on public buildings in Arroyo Grande. AGPA intends to continue work with the city and local businesses to coordinate and come up with ideas for future public art projects.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 18,000+

- Description:

The Utility Box Art project sites are located throughout the city and are all on publicly accessible sites. People driving or walking will see them.

How is local need for this program or service determined?

1. Public art draws people, which creates retail opportunities
2. Provides education and appreciation of culture, history, and art
3. Promotes participation in a community
4. Complements the natural beauty of area
5. Public art helps create a community identity

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: none Number of Part Time Staff: none

Number of Volunteers: 11

- Description:

We have a board of directors who meet monthly. We set up a subcommittee for each major public art project. These sub committees manage the project and work in conjunction with the city of Arroyo Grande requirements. We also have ongoing committees for membership, and social media.

Program Service OUTPUTS:

Painting of the boxes by the artists

Program Service OUTCOMES:

Beautification of the city

Scope of Work

The Program's objective is to enhance and beautify the streetscape and display the artwork of local artists on what otherwise would be drab, unattractive utility boxes, by using non-traditional ways to add and share artistic creativity within the community. Art Outside the Box will elevate the aesthetics of the City, promote civic pride, increase pedestrian traffic and extend public art to new areas. The goal is to bring public art beauty to unexpected places such as utility boxes, creating an attractive environment and allowing art to be introduced to the public in a creative and inventive way.

We have hired artists for the initial phase and will continue to add artists and boxes throughout 2022-2023

The art undergoes a tiered vetting process. Initially art is chosen by AGPA and then confirmed by the Arroyo Grande City Council then the Art Commission. The project will be deemed complete on an individual box basis when the art has been finished by the artist and covered by anti-graffiti paint. The whole project will be complete upon beautification of 16 city owned utility boxes.

100% of residents and visitors benefit from this project.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees		
Artistic Salaries & Fees		
<i>Other Salaries & Fees</i>		
1.		
2.		
Equipment		
Supplies / Materials		
Travel / Transportation		
Promotion / Publicity		
<i>Other Expenses:</i>	\$20,000	\$20,000
1.		
2.		
TOTALS:		

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	\$20,000
<i>Other Funding Sources:</i>	
Other Public Grants	
Private Foundations	
Corporation Contributions	
Concessions / Ticket Sales	
Promotion Sales / Advertisements (Other Cash)	
<i>Other Funding Subtotal:</i>	
TOTALS:	

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

Arroyo Grande Public Art, Inc.

I certify on behalf of _____ non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

12/15/2022
Date: _____ Signature: _____
Eileen Costello
Executive Director or Designee

Kathryn Phelan

Board of Director or Officer



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

ARROYO GRANDE PUBLIC ART INC
C/O ROBERT EUGENE LUND
[REDACTED]
ARROYO GRANDE, CA 93420

Date:
09/24/2020
Employer ID number:
[REDACTED]
Person to contact:
Name: Customer Service
Telephone: 877-829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(vi)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 19, 2019
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053609001910

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

The 2022-23 Arroyo Grande Community Service Grant Program is intended to provide monetary grants to eligible community non-profit organizations. The City recognizes the value of such groups, which provide specialized social service, educational, cultural, beautification, and recreation programs and projects that benefiting Arroyo Grande citizens. Grants will be awarded in minimum amounts of not less than \$250.

Funding for 2022-23 Community Service Grant Program is \$82,065.

ELIGIBILITY STANDARDS

To be eligible to apply for grant monies under the City's 2022-23 Community Service Grant Program, a community organization must satisfy the following standards:

- Operate as a non-profit 501c3;
- Serve the Arroyo Grande community;
- Use funds to directly provide* a social service, educational, cultural, beautification, or recreation program or project to Arroyo Grande residents and/or businesses;
- Not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition, or age; and
- Not use grant monies specifically for religious activities.
- American Rescue Plan Act (ARPA) funds are restricted to organizations impacted by the COVID-19 pandemic. See page 4 for more information.

* "Directly provide" means that the community non-profit organization conducts the social service(s) or cultural program(s) itself rather than through a separate entity to which it sub-awards grant monies.

Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

All interested non-profit organizations must complete an application form, including the following:

1. Attachment A: Cover Sheet

- a. Organization/Agency Name (applicant is required to list the local branch if it represents a national or statewide organization)
- b. Program or Service Title
- c. Executive Director and Program Contact Person (if different)
- d. Physical Address and Mailing Address (if different)
- e. Phone Number
- f. Email Address(es)
- g. Amount of funds being requested
- h. If applicable, funds received in prior year (or most recent year when funds were received)

- i. A brief (50 words or less) description of the proposed program or service
- j. Indicate if your organization has been affected by the COVID-19 pandemic

2. Attachment B: Program/Service Information

- a. Briefly describe your organization and its mission.
- b. Summarize your proposed program or service.
- c. How is the program or service beneficial to Arroyo Grande residents?
 - i. How is local need for this program/service determined?
 - ii. Approximate number of City of Arroyo Grande residents served by the non-profit organization.
- d. Describe your organizational capacity to successfully carry out the proposed activities (i.e. past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives).

3. Attachment C: Scope of Work or Work Plan and Budget Worksheet

4. Attachment D: Signed Agreement with the City of Arroyo Grande (to be fully executed upon grant award).

5. Attachment E: Proof of 501(c)(3) status with a copy of the letter from the IRS.

Completed applications forms, along with supplemental documents must be submitted by **5:00 p.m., Thursday, December 22, 2022** addressed to:

City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

Applications are encouraged to be submitted electronically.

Electronic signatures are accepted.

Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Assistance League® of San Luis Obispo County
(local branch)

Mailing Address: P.O. Box 14260
City: San Luis Obispo State: CA Zip: 93406

Physical Address: 667A Marsh Street
(if different from Mailing Address)
City: San Luis Obispo State: CA Zip: 93401

Fund Amount Requested: \$ 3,500

Previous Funds Received? Yes No If Yes, Year Received: 2021-22
Amount Received: \$2,500

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: President Judy Jiménez

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: Charlene Ables
(if different from Executive Director)

Email Address: [REDACTED]

Phone Number: [REDACTED]

Program or Service Title: Operation School Bell®

Brief description of the proposed program or service (50 words or less):

Operation School Bell provides new school-appropriate clothing to Kindergarten - 12th grade students in need in all ten school districts in the County. In addition to the clothing, each student clothed is provided with a dental hygiene kit, grade-appropriate book of his/her choosing, and a tote filled with grade-appropriate school supplies.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

Assistance League was greatly affected by COVID-19 in the previous two years but not this year.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

Assistance League of San Luis Obispo County is a 501 (c)(3) public benefit, nonprofit corporation. We are an all-volunteer organization with no paid staff. We were incorporated in 1996. Operation School Bell was adopted by Assistance League in 1995 to provide school clothing to students Kindergarten through 6th grade in need, living and attending school in San Luis Obispo County. Since its adoption, the program has been enhanced many times. Middle school students were added in 2009-10 and then high school students were included in 2014-15.

Our chapter's Operation School Bell program has provided school clothing to more than 36,000 under resourced students. We have added grade-appropriate books, dental hygiene kits, grade-appropriate school supplies. These have been added to address the need of these students living in poverty. These changes have been administered with the upmost consideration of our Operating Budget and the number of member volunteers required.

Our primary source of income is our Thrift Store on Marsh Street in San Luis Obispo. Our other fundraisers are a direct holiday mailer "Warm Your Heart... Clothe a Child," and grants.

Mission Statement:

Assistance League of San Luis Obispo County volunteers transforming the lives of children and adults through community programs.

Program or Service Summary:

List Area(s) Served by the Organization:

San Luis Obispo County

Summary of Program/Service

Operation School Bell® provides new school-appropriate clothing to Kindergarten - 12th grade students in need, living and attending school in all ten school districts in San Luis Obispo County. Students are clothed through a retail shopping experience in local department stores.

Assistance League will clothe 2,200 disadvantaged students in the 2022-23 school year. K-5th grade students receive \$120 in new clothing and 6th - 12th grade students will receive \$200 in new clothing. We have increased the amount for the 6th -12th grade students from \$150 to \$200. Their clothes have become increasingly more and more expensive. This is a very demonstrative way that illustrates our unwavering commitment to these students. It is our goal to see that these students get complete school wardrobes. Students from the South County are clothed at Old Navy in San Luis Obispo, and students from the North County are clothed at Kohl's in Paso Robles. Students are clothed two or three times a week from Sept. through May, or until our allocated budget has been spent.

Assistance League liaisons coordinate with all County schools and provide them with the allotted number of students to be referred. The referral process is done online with a free Google Forms service for school personnel. They are best qualified to determine the students most in need. Students are met at the retail stores by member volunteers who assist and supervise their purchase of school clothing.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 263

- Description:

Our Operation School Bell program is becoming more and more unique in that we deal directly with students. Many of these students have very complicated home lives and are often lost in the dynamics that can accompany the lives of low-income, food insecure families. The students are cheerfully greeted at the retail stores by our member volunteers and provided the opportunity to choose the school clothing they prefer.

On a social level it is a remarkable thing for an impoverished student to return to school dressed appropriately and stylishly, wearing brand name shoes and clothes. These are seemingly superficial things which are based on financial means. Impoverished students for the most part do not have these superficial but meaningful appearances which affect their academic success and social adjustment. The impoverished child comes to know exactly where he/she fits into the world based on these material possessions, and the most painful thing is these feelings are often reflected back to them through the words and actions of their classmates and peers.

Statistic prove that students' attendance is negatively affected when they do not have appropriate school clothing. If students do not attend school regularly, they cannot succeed academically or socially. Students cannot access learning if their basic needs of shelter, clothing and food are not met. Clothing is a basic need.

How is local need for this program or service determined?

Our chapter accesses the California Department of Education's Free and Reduced Meals data to determine the number of students in the County that qualify for the Free and Reduced Meals at each school. We determine the number of students that can be clothed with the allocated funds in our Operating Budget. We then create a percentage of students we can clothe at each school using this formula. That percentage for this school year was 13.7% which is about one in seven students. The need is greater than ever. The number of students qualifying for the Free and Reduced Meals Program has risen from 45% for the last two years to 49% this school year.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: -0- Number of Part Time Staff: -0-

Number of Volunteers: 105

- Description:

Assistance League has demonstrated the ability to successfully administer, staff and fund the Operation School Bell program for 27 years. During the 2021-22 fiscal year our members volunteers devoted 20,449 service hours to our chapter and its philanthropic programs. The IRS value for those hours was \$654,363.

We have had a strong national organization that oversaw our chapter and held us to the highest standard of fiscal responsibility.

ATTACHMENT C: SCOPE/WORK PLAN AND BUDGET WORKSHEET

Scope of Work or Work Plan

When completing this worksheet, refer to the following questions:

- A. What are the objectives? What is the program or service aiming to accomplish?
- B. How will those goals be achieved, and in what timeframe?
- C. What is the evaluation methodology for measuring results? How can results be quantified and observed?
- D. Results should be meaningful, measurable, and demonstrate the difference the proposed project makes, or is intended to make, in the lives of the people within the program or receiving the service.
- E. Output results show the amount of work performed or services received.
- F. Outcomes show the quality of the performance and answer the questions: who is better off by providing this program or service? What percentage of residents are assisted or are benefitting from this program or service?

Program/Service Objectives:	Major Tasks to Complete (to achieve associated goal)	Timeline	Evaluation Methodology
Goal for 2022-23 school year is 2,200	Create an annual chapter Operating Budget	Jan 2022-	Operating Budget has been
Kindergarten - 12th grade students in		April 2022	prepared and approved by
need, living and attending school in			the Board and Membership.
San Luis Obispo County will have	Coordination with Kohl's and Old Navy	July 2022-	Clothing dates have been
adequate clothing to attend school.		May 2023	scheduled with stores.
The goal of Operation School Bell is	Operation School Bell dates determined.	August 2022-	Clothing referrals for students
to improve attendance and positively		May 2023	have been created with date,
affect the academic and social success			time, place of the appointment.
of these underserved students.	Clothing sessions are held 2 or 3 times a week.	Sept. 22-May 23	Students have been clothed as scheduled..

Program Service OUTPUTS:

2,200 Kindergarten – 12th grade students in need, living and attending school in San Luis Obispo County will have received new school-appropriate clothing, a dental hygiene kit, a grade-appropriate book of their choosing, and a tote filled with grade-appropriate school supplies through Operation School Bell. The cost for clothing each K – 5th grade student is \$120, and \$200 for each 6th – 12th grade student.

Program Service OUTCOMES:

The number of students clothed with their grade, gender, school, school district, and city of residence will be recorded in our Assistance League program database which allows us to accurately monitor these statistics. The percentage of identified impoverished student benefiting is 13.7%.

In February of 2022, the chapter conducted a Measured Outcomes Survey for the fifth year which was sent to school personnel in all ten school districts to determine the impact of Operation School Bell on their students.

61.5% reported students' participation in Operation School Bell had a positive effect on classroom behavior,

76.9% reported students' participation in Operation School Bell had a positive effect on student confidence,

98.1% reported that Operation School Bell serves a high priority need in their school.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees	.00	
Artistic Salaries & Fees	.00	
<i>Other Salaries & Fees</i>	.00	
1.		
2.		
Equipment	Clothing 352,000.	3,500.
Supplies / Materials	200.	
Travel / Transportation		
Promotion / Publicity	200.	
<i>Other Expenses:</i>		
1.		
2.		
TOTALS:	352,400.	3,500.

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	3,500.
<i>Other Funding Sources:</i>	
Other Public Grants	25,200
Private Foundations	1,500.
Corporation Contributions	1,250.
Concessions / Ticket Sales	
Promotion Sales / Advertisements (Other Cash)	176,686 Thrift Store
<i>Other Funding Subtotal:</i>	204,636
TOTALS:	208,136

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

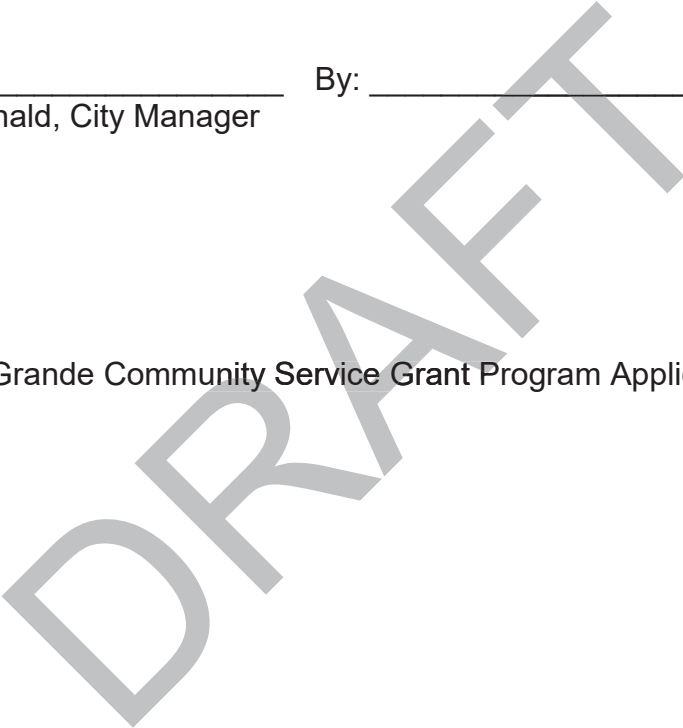
GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application



ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of Assistance League® of San Luis Obispo County non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/19/2022

Signature:


Executive Director or Designee


Board of Director or Officer



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248162349
Aug. 07, 2009 LTR 4167C E0
95-1945908 000000 00
00015740
BODC: TE

NATIONAL ASSISTANCE LEAGUE
3100 W BURBANK BLVD STE 100
BURBANK CA 91505-2348

1450002

172

Employer Identification Number: [REDACTED]
Group Exemption Number: 4176
Person to Contact: Mr. Crouch
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your July 29, 2009, request for information about your tax-exempt status.

Our records indicate that you were issued a determination letter in May 1994, and that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list you submitted as exempt from Federal income tax under section 501(c)(3) of the Code.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

February 11, 2022

Dear Assistance League of San Luis Obispo County,



This letter is to confirm that Assistance League of San Luis Obispo County is registered with the Internal Revenue Service as a 501(c)(3) under Group Exemption Number 4176.

The parent (central) organization is National Assistance League®.

Parent and the subsidiary organizations are registered as follows:

Parent: National Assistance League
3100 W. Burbank Blvd., Suite 100
Burbank, CA 91505-2348
EIN: [REDACTED]
GEN: 4176

Subsidiary: Assistance League of San Luis Obispo County
PO Box 14260
San Luis Obispo, CA 93406
EIN: [REDACTED]

The Internal Revenue Service recognizes Assistance League of San Luis Obispo County a subordinate organization. Therefore, Assistance League of San Luis Obispo County can provide this letter to donors, along with the accompanying Internal Revenue Service Group Exemption Determination letter for the parent organization, as verification of exemption status.

As such, Assistance League of San Luis Obispo County may use and provide donors with the enclosed Group Exemption Number 4176 and the chapter's Federal Identification Number [REDACTED]. Donors to Assistance League of San Luis Obispo County may deduct contributions to the chapter under the Group Exemption Number 4176 and the Federal Identification Number [REDACTED] as provided in Section 170 of the Internal Revenue Code. In addition, the chapter qualifies for the charitable contribution deduction under Section 170(b)(1)(A) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Please keep this letter with other legal documents and/or in a safe deposit box.

If you have further questions, please contact me at:

National Assistance League
3100 W. Burbank Blvd., Suite 100
Burbank, CA 91505-2348

or by phone at 818-846-3777 or by e-mail at Treasurer@assistanceleague.org.

With regards,

A handwritten signature in black ink that reads 'Linda H. Maelen'.

National Treasurer
National Assistance League

Transforming Lives • Strengthening Community

3100 W. Burbank Boulevard, Suite 100, Burbank, CA 91505 • Tel: 818-846-3777 • Fax: 818-846-3535 • AssistanceLeague.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Big Brothers Big Sisters of San Luis Obispo County
(local branch)

Mailing Address: PO Box 12644
City: San Luis Obispo State: CA Zip: 93406

Physical Address: 142 Cross Street, Suite 140
(if different from Mailing Address)
City: San Luis Obispo State: CA Zip: 93401

Fund Amount Requested: \$ 6,500

Previous Funds Received? Yes No If Yes, Year Received: 2021
Amount Received: \$5,000

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Jenny Luciano

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: Same as above
(if different from Executive Director)

Email Address: _____

Phone Number: _____

Program or Service Title: Site Based Mentoring Program in Arroyo Grande

Brief description of the proposed program or service (50 words or less):

To provide adult and high school facilitated one-to-one youth mentoring through two programs in the City: Middle School Mentoring at Paulding Middle School, a Title 1 school; and Community Based Mentoring for at-risk youth throughout the City of Arroyo Grande. In 2022/2023, we anticipate serving 33 youth through these programs.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

BBBS SLO relies on multiple sources of funds to meet our budget needs. Our annual campaign (individual gifts) and events are a large part of annual revenue. From 2020 to 2021, BBBS SLO had a \$68,594 (or -37%) reduction in individual gift revenue as demonstrated by our 2021 FYE financial statements (please see attached).

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

BBBS SLO is a nonprofit organization, and we follow the national, evidence-based Big Brothers Big Sisters of America mentoring program. For 119 years, BBBS programs have proven to be effective in improving academic outcomes, developing social/emotional coping skills, and reducing risky behaviors such as substance use and truancy. Our organization is based in San Luis Obispo and serves the entire county, including the City of Arroyo Grande. BBBS SLO matches children and youth aged 5 to 15 with high school and adult volunteers who make a positive, long-term impact on their lives. Since 1995, BBBS SLO has served nearly 3,800 mentoring pairs and changing the lives of children, youth and families in San Luis Obispo County. It costs \$2,850 to support one mentoring match for a full year.

Mission Statement:

Our mission is to create and support one-to-one youth mentoring relationships that ignite the power and promise of youth. Our vision is that all youth achieve their full potential.

Program or Service Summary:

List Area(s) Served by the Organization:

BBBS SLO's site based program is provided at the following sites:

- Elementary Schools: Three sites participate: Pacheco Elementary, 261 Cuesta Dr., San Luis Obispo; Hawthorne Elementary, 2125 Story St., San Luis Obispo, 93401; and Nipomo Elementary, 190 E Price St., Nipomo. New schools opening in Oceano in 2023.
- Middle Schools: Takes place at two sites in southern San Luis Obispo – Paulding Middle School, 600 Crown Hill St., Arroyo Grande, and Judkins Middle School, 680 Wadsworth St., Pismo Beach. New school opening at Mesa Middle in 2023.

We also serve the entire County including the City of Arroyo Grande through our Community Based mentoring program.

Summary of Program/Service

The BBBS SLO Site Based Program takes place at middle and elementary schools (sites shown above). Participants are referred to the program by school staff and family members who observe the children struggling in school, having difficulty with peers, or are those who need extra support. For this program, the volunteers, or Bigs, are high school and college students. The Bigs meet with middle school students for weekly supervised group and individual activities, facilitated by BBBS SLO staff. This program provides wonderful leadership opportunities for the Bigs in the program, as well as mentoring support for the children and youth, or Littles.

Our Community Based program provides one-to-one mentoring for matches outside of the school environment. In this program, volunteer Bigs are caring adults who support a young person for 6-8 hours each month through friendship, fun activities, and support. The Bigs receive extensive training and matches are made based on geography and shared interests.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 33

- Description:

Providing programs that allow children and youth to excel in school, set goals, and avoid negative behaviors has tremendous positive benefit. Not only does it save costs from a reduced need for social services, juvenile justice, and behavioral health, successful youth go on to graduate and become contributors to the County. BBBS SLO is proud to say 100% of the high school seniors in our program graduated high school in June 2022, and 90% went on to continue their educations in college or trade school. Creating a bright future for the children and youth in San Luis Obispo County, who will be more likely to graduate, obtain a good job, have stable relationships, and go on to give back to their community, will have tremendous benefits for all County residents.

How is local need for this program or service determined?

We estimate there are at least 5,239 children and youth in San Luis Obispo County living below the poverty level who may be at-risk, based on 2020 US Census data. Low-income children, those from single parent homes, who have an incarcerated parent, students of color, and/or those who have English as a second language, are all at higher risk to experience difficulty in school due to a variety of factors. Additionally, the pandemic has had a devastating effect on all students. A national survey of 3,300 high schoolers conducted in spring 2020 found close to a third of students felt unhappy and depressed much more than usual. BBBS SLO collaborates closely with all school sites for the program to ensure we reach the students who would most benefit from the program.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: 11 Number of Part Time Staff: 0

Number of Volunteers: 300

- Description:

BBBS SLO staff are very well-qualified to deliver high-quality, effective programs. Our CEO has 35 years of senior nonprofit management experience. Our program managers have long-term success in delivering nonprofit programs to a wide variety of audiences. The majority of our staff hold a bachelor's degree and staff are professionally trained based upon standards set by Big Brothers Big Sisters of America. All volunteers who serve as Bigs are screened and receive extensive training developed based upon national best practices for youth mentoring and child safety. BBBS SLO has sufficient staff to support these programs; no staff need to be hired.

ATTACHMENT C: SCOPE/WORK PLAN AND BUDGET WORKSHEET

Scope of Work or Work Plan

When completing this worksheet, refer to the following questions:

- A. What are the objectives? What is the program or service aiming to accomplish?
- B. How will those goals be achieved, and in what timeframe?
- C. What is the evaluation methodology for measuring results? How can results be quantified and observed?
- D. Results should be meaningful, measurable, and demonstrate the difference the proposed project makes, or is intended to make, in the lives of the people within the program or receiving the service.
- E. Output results show the amount of work performed or services received.
- F. Outcomes show the quality of the performance and answer the questions: who is better off by providing this program or service? What percentage of residents are assisted or are benefitting from this program or service?

Program/Service Objectives:	Major Tasks to Complete (to achieve associated goal)	Timeline	Evaluation Methodology
BBBS will support 9 existing or new community matches for children in the City of Arroyo Grande between the ages of 5 and 15.	<ol style="list-style-type: none"> 1. Provide ongoing matching and case management functions through monthly phone calls or in-person meetings w/the parent, child, and mentor and troubleshoot issues as needed. 2. Offer regularly scheduled group activities occurring at least four times a year. 	<p>January to December 2023.</p> <p>Please note, the award from City of Arroyo Grande will be spent by Jun 30, 2024 or sooner</p>	<p>Utilize the Risk Protective Inventory (RPI), Youth/Child Outcome Surveys (YOS/COS), Strength of Relationship (SOR), and Youth Outcome Development Plan (YODP) as tracked in Matchforce Program database. These instruments work cohesively as part of our Outcome Evaluation System.</p>
BBBS will continue Middle School Mentoring at Paulding Middle Schools and create 12 new matches, which serve 12 middle school students at the site.	<ol style="list-style-type: none"> 1. Recruit 12 middle school students. 2. Screen and assess student's needs. 3. Provide child and parent safety training and ongoing education opportunities. 4. Provide specialized 1-to-1 matching services. 5. Provide ongoing support and case management to students and families. 6. Meet weekly based on school calendar. 	<p>January to December 2023</p>	<p>See evaluation methodology on #1.</p>

<p>BBBS will support leadership development for 12 Arroyo Grande High School (AGHS) students through volunteer mentorship programs supporting vulnerable middle school students.</p>	<ol style="list-style-type: none"> 1. Recruit 12 AGHS students as mentors. 2. Screen, interview, reference check and train student volunteers. 3. Provide specialized 1 to 1 matching. 4. Train volunteers on program and children/parents on child safety and program expectations. 5. Meet weekly based on school calendar. 	<p>January to December 2023</p>	<p>See evaluation methodology on #1.</p>
<p>Document that a minimum of 70% of the children participating in our programs demonstrate healthier attitudes and behaviors.</p>	<ol style="list-style-type: none"> 1. Administer baseline YOS prior to match introduction. 2. Administer Strength of Relationship at 3 month and annually. 2. Administer follow-up YOS at each anniversary of the match. 3. Collect, enter, and evaluate the returned surveys. 	<p>January to December 2023.</p>	<p>See evaluation methodology on #1.</p>

Program/Service OUTPUTS:

1. Nine children in Community Based Matches, along with their parents & volunteers will receive ongoing case management, resource referrals, training, activity invitations and researched-based youth mentoring surveys to track their progress over the course of one year.
2. Twelve middle school children will be newly screened, assessed for needs, trained in personal safety, and matched with a high school mentor. Mentoring program services will be delivered based on the school calendar.
3. Twelve high school volunteers will be newly screened, interviewed, assessed, trained in child safety training and program expectations, and matched with a Middle School mentee. Leadership training will be delivered based on the school calendar.
4. All match participants will receive safety training including child, parent/guardian and volunteer.
5. Twenty-four middle and high school students will receive baseline and follow-up YOS and/or Strength of Relationship Surveys (SOR) as appropriate.
6. Nine children will receive enrollment and matching services to connect them with an adult volunteer mentor.
7. In total, 33 participants in our Community Based and Middle School Mentoring programs will demonstrate healthier attitudes and behaviors.

Program/Service OUTCOMES:

Within 12 months of starting the grant, results from Youth Outcome Surveys will demonstrate maintained or improved outcome scores from their baseline as tracked and reported from our Matchforce database for 33 participants as follows:

- a. 80% of children served (27 children) will maintain or improve their scholastic competence.
- b. 80% of children (27 children) will maintain or improve their attitudes towards risky behaviors.
- c. 70% of children (23 children) will maintain or improve from their baseline YOS in social/emotional skill

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees	26,831.94	0.00
Artistic Salaries & Fees		
<i>Other Salaries & Fees</i>		
1. Site Based Manager	14,131.00	1,500.00
2. Middle School Coordinator	42,958.24	3,000.00
3. Enrollment Specialist	10,739.56	1,000.00
4. Match Support Specialist	10,456.94	1000.00
Equipment		
Supplies / Materials	1,000.00	0.00
Travel / Transportation	500.00	0.00
Promotion / Publicity		
<i>Other Expenses:</i>		
1.		
2.		
TOTALS:	106,617.68	6,500.00 (6% of project)

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	6,500.00
<i>Other Funding Sources:</i>	
Other Public Grants <input type="checkbox"/> LMUSD Contract	35,022.00
Other Public Grants <input type="checkbox"/> BBBS of America/OJJDP Subcontract	33,595.68
Private Foundations	10,000.00
Private Contributions <input type="checkbox"/> Individuals Gifts	21,500.00
Corporation Contributions	
Concessions / Ticket Sales	
Promotion Sales / Advertisements (Other Cash)	
<i>Other Funding Subtotal:</i>	106,617.68
TOTALS:	106,617.68

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: 

CEO, Big Brothers Big Sisters

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of Big Brothers Big Sisters of San Luis Obispo County, a non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.


I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12-20-2022

Signature:



Executive Director or Designee



Board of Director or Officer

INTERNAL REVENUE SERVICE
 DISTRICT DIRECTOR
 2 CUPANIA CIRCLE
 MONTEREY PARK, CA 91755-7406

Date: **MAR 25 1994**

BIG BROTHERS/BIG SISTERS OF SAN
 LUIS OBISPO COUNTY
 C/O WILLIAM JODRY
 628 SPRING STREET
 PASO ROBLES, CA 93446

Employer Identification Number:

Case Number:
 954063067

Contact Person:
 TYRONE THOMAS

Contact Telephone Number:
 (213) 894-2289

Accounting Period Ending:
 December 31

Form 990 Required:
 Yes

Addendum Applies:
 No

Dear Applicant:

Based on information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

We have further determined that you are not a private foundation within the meaning of section 509(a) of the Code, because you are an organization described in sections 509(a)(1) and 170(b)(1)(A)(vi).

If your sources of support, or your purposes, character, or method of operation change, please let us know so we can consider the effect of the change on your exempt status and foundation status. In the case of an amendment to your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, you should inform us of all changes in your name or address.

As of January 1, 1984, you are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Since you are not a private foundation, you are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions about excise, employment, or other Federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of Code sections 2055, 2106, and 2522.

Contribution deductions are allowable to donors only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circum-

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BIG BROTHERS/BIG SISTERS OF SAN

stances. See Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, which sets forth guidelines regarding the deductibility, as charitable contributions, of payments made by taxpayers for admission to or other participation in fundraising activities for charity.

In the heading of this letter we have indicated whether you must file Form 990, Return of Organization Exempt From Income Tax. If Yes is indicated, you are required to file Form 990 only if your gross receipts each year are normally more than \$25,000. However, if you receive a Form 990 package in the mail, please file the return even if you do not exceed the gross receipts test. If you are not required to file, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If a return is required, it must be filed by the 15th day of the fifth month after the end of your annual accounting period. A penalty of \$10 a day is charged when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty charged cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. This penalty may also be charged if a return is not complete, so please be sure your return is complete before you file it.

You are not required to file Federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, a number will be assigned to you and you will be advised of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

This determination is based on evidence that your funds are dedicated to the purposes listed in section 501(c)(3) of the Code. To assure your continued exemption, you should maintain records to show that funds are expended only for those purposes. If you distribute funds to other organizations, your records should show whether they are exempt under section 501(c)(3). In cases where the recipient organization is not exempt under section 501(c)(3), there should be evidence that the funds will remain dedicated to the required purposes and that they will be used for those purposes by the recipient.

If we have indicated in the heading of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Because this letter could help resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

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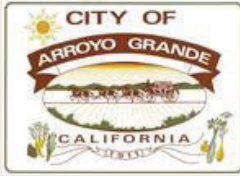
BIG BROTHERS/BIG SISTERS OF SAN

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Richard R. Orosco". The signature is stylized with a large initial "R" and a long horizontal stroke at the end.

Richard R. Orosco
District Director



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

The 2022-23 Arroyo Grande Community Service Grant Program is intended to provide monetary grants to eligible community non-profit organizations. The City recognizes the value of such groups, which provide specialized social service, educational, cultural, beautification, and recreation programs and projects that benefiting Arroyo Grande citizens. Grants will be awarded in minimum amounts of not less than \$250.

Funding for 2022-23 Community Service Grant Program is \$82,065.

ELIGIBILITY STANDARDS

To be eligible to apply for grant monies under the City's 2022-23 Community Service Grant Program, a community organization must satisfy the following standards:

- Operate as a non-profit 501c3;
- Serve the Arroyo Grande community;
- Use funds to directly provide* a social service, educational, cultural, beautification, or recreation program or project to Arroyo Grande residents and/or businesses;
- Not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition, or age; and
- Not use grant monies specifically for religious activities.
- American Rescue Plan Act (ARPA) funds are restricted to organizations impacted by the COVID-19 pandemic. See page 4 for more information.

* "Directly provide" means that the community non-profit organization conducts the social service(s) or cultural program(s) itself rather than through a separate entity to which it sub-awards grant monies.

Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

All interested non-profit organizations must complete an application form, including the following:

1. Attachment A: Cover Sheet

- a. Organization/Agency Name (applicant is required to list the local branch if it represents a national or statewide organization)
- b. Program or Service Title
- c. Executive Director and Program Contact Person (if different)
- d. Physical Address and Mailing Address (if different)
- e. Phone Number
- f. Email Address(es)
- g. Amount of funds being requested
- h. If applicable, funds received in prior year (or most recent year when funds were received)

- i. A brief (50 words or less) description of the proposed program or service
- j. Indicate if your organization has been affected by the COVID-19 pandemic

2. Attachment B: Program/Service Information

- a. Briefly describe your organization and its mission.
- b. Summarize your proposed program or service.
- c. How is the program or service beneficial to Arroyo Grande residents?
 - i. How is local need for this program/service determined?
 - ii. Approximate number of City of Arroyo Grande residents served by the non-profit organization.
- d. Describe your organizational capacity to successfully carry out the proposed activities (i.e. past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives).

3. Attachment C: Scope of Work or Work Plan and Budget Worksheet

4. Attachment D: Signed Agreement with the City of Arroyo Grande (to be fully executed upon grant award).

5. Attachment E: Proof of 501(c)(3) status with a copy of the letter from the IRS.

Completed applications forms, along with supplemental documents must be submitted by **5:00 p.m., Thursday, December 22, 2022** addressed to:

City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

Applications are encouraged to be submitted electronically.

Electronic signatures are accepted.

Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Boys & Girls Club of South San Luis Obispo County
(local branch)

Mailing Address: 1830 19th Street
City: Oceano State: CA Zip: 95334

Physical Address:
(if different from Mailing Address) _____
City: _____ State: _____ Zip: _____

Fund Amount Requested: \$ 15,000

Previous Funds Received? Yes No If Yes, Year Received: _____
Amount Received: _____

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Rebecca Britton

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: _____
(if different from Executive Director)

Email Address: _____

Phone Number: _____

Program or Service Title: Summer Brain Gain

Brief description of the proposed program or service (50 words or less):

Summer Brain Gain is our education program that connects more than 300 youth through fun and friendship with a project-based learning approach to keep them on track for a successful transition back to school. Campers will learn through discovery, creative expression, group work, and a final product or production.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

The pandemic transformed how the organization operates in ways that are becoming a permanent cost of doing business. For the 12-month period ending January 31, 2020, total income decreased by 30%, compared with an increase of 14.8% during 2019.

Due to strict social distancing and confined space regulations, we were required to lower the number of staff, or Youth Development Specialists who mentored and cared for the youth we serve. The organization adapted programming and spaces to align with these requirements and limited the number of youth and staff in confined spaces. This resulted in increased employee compensation expenses. For the 12-month period ending January 31, 2021, employee compensation expenses increased from \$464,896.00 to \$570,784.00, or an increase of \$105,887.00.

Staff-to-youth ratios decreased from one staff supervising 15 youths to one staff supervising nine youths. Additionally, to further limit exposure, one staff member was assigned to the same youth group each week. Prior to the pandemic, Youth Development Specialists were part-time staff members. To adhere to the health department's requirements, staff hired for part time employment moved to full time assignments, which required additional benefits. To date, staff-to-child ratios remain low, and groups are together with the same staff members each day.

Employee compensation expenses reflect these low ratios. During the current year, employee compensation expenses have increased by 22.7% or \$491,242.00 from \$359,672.00 compared with during the prior year. The number of full-time staff increased from two to nine employees.

With a tight labor market, costs associated with hiring, training, and retaining qualified part-time employees have increased by \$43,478.00, or 23.7% compared with the prior year.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

See attachment (next page)

Mission Statement:

To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.

Program or Service Summary:

List Area(s) Served by the Organization:

Our programs represent five core areas: character and leadership development; education and career development; health and life skills; the arts and sports; and fitness and recreation. Our aim is to help children ages 5-18 develop and demonstrate strong character through model-positive values – including honesty, integrity, caring, fairness, and an appreciation of community and cultural diversity – while encouraging education and lifelong learning. Our affordable costs provide access and continue to meet a vital community need for families with little or no resources to provide these opportunities to their children.

Summary of Program/Service

Summer Brain Gain is a hands-on, minds-on, project-based program. It's comprised of week-long modules consisting of fun, themed activities for elementary, middle, and high school students. Activities encourage youth to fall in love with learning by engaging them in unique educational experiences that spark curiosity, allow them to explore their interests, and create opportunities to build academic and social-emotional skills. The research shows that SBG is most effective when implemented for 9 weeks during the summer. It's estimated that during the summer, most youths lose about two months' worth of math skills, and youth living in low-income households also lose the same reading skills – and these learning losses can stack up year over year.

Organization Description

Since 1994, the Boys & Girls Clubs of South San Luis Obispo County (BGCSLO) has mentored thousands of young people, supporting them in their efforts to grow and achieve personal goals. By offering a framework for youth development with proven, nationally recognized enrichment and prevention-based programs, Club members receive knowledge, skills, and an understanding of the attributes they need to pursue their dreams and succeed in life.

Approximately 50% of our youth members are from single-parent families; more than 10% are under the care of non-biological guardians. In our county, we have seen an increase in the percentage of families living below the federal poverty level. According to the US 2016 Census, the federal poverty measure for a household of four was \$24,700. This barrier leads to an inability to afford food, childcare, healthcare, and even housing – all of which negatively affect a child's health and well-being for optimal growth and development. During the 2020/2021 school year, more than 90% of our youth members qualified for free and reduced lunch at their schools, as these members live in households supported by incomes at or below the poverty level. These households face overwhelming obstacles and often must make trade-offs in living expenses, making complicated decisions to balance the support of their children. As a result, children from low-income families are frequently excluded from after-school/summer enrichment programming and healthy activities due to a lack of financial resources.

Our goal is to increase our capacity to serve even more youths in our Arroyo Grande community. BGCSLO provides a safe, fun, and constructive environment for children during out-of-school hours. Through financial donations, mentoring, and programming support from generous community members, we offer low- and often no-cost out-of-school programming to underserved families.

BGCSLO currently serves more than 900 students of the 10,700 students enrolled in Lucia Mar School District. (Enrollment data from the 2020/2021 school year) With ongoing help from our community, we will continue to live up to our Mission motto of providing “a safe place where kids can be kids!”

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 30

- Description:

When a child doesn't practice skills regularly, their brain tends to forget them. Anyone who hasn't taken a math class for a while – and then tries to help a young person with their Algebra homework – can probably relate. This "use it or lose it" principle becomes critical for youth during the summer months when school is out. Research shows that unless young people practice over the summer, they'll lose, on average, two months' worth of math skills. Young people in low-income households are less likely to have access to the type of enrichment activities that keep academic skills fresh. In addition to math, they will also need to relearn, on average, two months of reading skills.¹ But give kids a chance to delve into enriching summer learning experiences, and they can go back to school in the fall and pick up right where they left off. By expanding summer learning programming, Our organization can help the youth we serve navigate their path to academic success. While the average young person loses at least two months of learning during the summer, the average Summer Brain Gain participant does not. Our program evaluations show that participants maintain their reading and math skill levels, with some youth even experiencing gains – especially in vital 21st-century skills such as teamwork, collaboration, critical thinking, and problem-solving.² Since its national launch in 2014, all our Club youth have participated in the program, with steady annual increases in the number of youths served each summer.³ Boys & Girls Clubs of South San Luis Obispo updates and improves Summer Brain Gain annually to ensure youth have relevant, up-to-date summer learning content that guides youth on their path to academic success.

1 brookings.edu/research/summer-learning-loss-what-is-it-and-what-can-we-do-about-it

2 Scuello, M. and Wilkens, D. (2015). Evaluating Summer Brain Gain: 2015 Study Report (New York, N.Y.: Metis Associates).

3 With exception of 2020, when our Club programs were reduced due to restrictions related to the Covid-19 pandemic.

How is local need for this program or service determined?

Children need mentors. Boys & Girls Clubs of South San Luis Obispo County invest in training and motivating community members to become qualified mentors and care givers.

A good mentor is there to listen, support, and care. With more than 35 trained staff and volunteers, we provide caring guidance and support to our community's youth to help them grow into confident, capable adults. Number of full-time staff

With Boys & Girls Programs, young people find positive adult mentors in staff and volunteers who notice their strengths, listen to their concerns and open up doors of possibility. From connecting youth to a program that deepens their interests to spark their curiosity in a future career field, inspiring mentors help kids and teens explore their full potential.

There are also plentiful benefits of mentors — including helping prevent early drug use, encouraging teens to be college- and career-ready, and promoting positive mental health outcomes. Kids in youth mentoring programs are also more than 50% less likely to skip school.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: 9 Number of Part Time Staff: 27

Number of Volunteers: 20

- Description:

All staff are dedicated to working and supporting the youth and families served by the organization. Every staff and volunteer must pass a background check and must attend and pass training and mentoring programs. Administrative staff members are also responsible for mentoring the youth we serve and communicating with families who rely on us to care for their children when they're away from the home. Every member of the Boys & Girls Clubs of South San Luis Obispo County is committed to keeping youth safe and engaged while in our care.

ATTACHMENT C: SCOPE/WORK PLAN AND BUDGET WORKSHEET

Scope of Work or Work Plan

When completing this worksheet, refer to the following questions:

- A. What are the objectives? What is the program or service aiming to accomplish?
- B. How will those goals be achieved, and in what timeframe?
- C. What is the evaluation methodology for measuring results? How can results be quantified and observed?
- D. Results should be meaningful, measurable, and demonstrate the difference the proposed project makes, or is intended to make, in the lives of the people within the program or receiving the service.
- E. Output results show the amount of work performed or services received.
- F. Outcomes show the quality of the performance and answer the questions: who is better off by providing this program or service? What percentage of residents are assisted or are benefitting from this program or service?

Program/Service Objectives:	Major Tasks to Complete (to achieve associated goal)	Timeline	Evaluation Methodology
Week One - Group Agreements	Get to know each member of the group	One week	Small group discussions and journaling
Week Two - Around the World	Youth will be introduced to different countries and compare/contrast their lives with those of youth in other countries	One week	Small group discussions and journaling
Entrepreneurship	In this Early Elementary module, youth will work through the various steps of starting a business.	One week	Small group discussions and journaling
Storytelling	In this module, youth will work in teams to tell a story using storyboards, scripts and puppets.	One week	Small group discussions and journaling
Habitats (Service Learning)	youth will learn about various animal habitats and explore which species live in each habitat through activities. They will also learn about everyday behaviors they can adopt to protect habitats.	One week	Small group discussions and journaling
Family	Reading activities will include the opportunity to reflect on youths' own families' interests and share in musical activities together. The module ends with a family musical celebration.	One week	Small group discussions and journaling
Mysteries	Youth will explore a variety of mystery and detective books during the week as they build observation and logic skills.	One week	Small group discussions and journaling
Authenticity and identity	Youth will interact with this book about both struggling with and celebrating being unique. Youth will write stories and poems, culminating in a Story Café to showcase their work.	One week	Small group discussions and journaling
Civic engagement	Youth will read about Grace, who decides to try to become the first female president of the United States. Along the way, she teaches youth about voting, campaigns and the election process.	One week	Small group discussions and journaling

Program Service OUTPUTS:

Week-long modules with fun themes are perfect for summertime activities. Young people will participate in fun, hands-on activities as part of larger projects that spark their curiosity and encourage them to fall in love with learning. Youth will explore their interests over a 10-week period while building academic and social-emotional skills.

Program Service OUTCOMES:

To enable all youth to be effective, engaged learners who are on track to graduate with a plan for the future.

When Character Development Is Present:

- Youth development professionals model, and youth practice skills that display respect, fairness, trustworthiness, responsibility, caring, and citizenship.
- Youth understand and successfully get along well with others.
- Youth are better able to control their emotions and solve problems.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees	50,740	10,000
Artistic Salaries & Fees		
<i>Other Salaries & Fees</i>		
1.		
2.		
Equipment		
Supplies / Materials	2700	2000
Travel / Transportation	2000	2000
Promotion / Publicity		
<i>Other Expenses:</i>	9560	1000
1.		
2.		
TOTALS:	65,000	15000

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	15000
<i>Other Funding Sources:</i>	
Other Public Grants	
Private Foundations	20,000
Corporation Contributions	15,000
Concessions / Ticket Sales	5,000
Promotion Sales / Advertisements (Other Cash)	25,000
<i>Other Funding Subtotal:</i>	65,000
TOTALS:	80,000

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the Girls Clubs of _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$15,000.00.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of Boys & Girls Clubs of South San Luis Obispo non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/21/2022 Signature: Rebecca Britton
Executive Director or Designee

Brian Millard
Board of Director or Officer

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
2 CUPANLA CIRCLE
MONTEREY PARK, CA 91755-7406

DEPARTMENT OF THE TREASURY

Date: FEB 27 1995

UNITED SOUTH COUNTY BOYS & GIRLS
CLUB
P O BOX 599
OCEANO, CA 93445-0599

Employer Identification Number:

Case Number:

955046039

Contact Person:

TYRONE THOMAS

Contact Telephone Number:

(213) 894-2289

Accounting Period Ending:

December 31

Foundation Status Classification:

170(b)(2)(A)(vi)

Advance Ruling Period Begins:

December 15, 1994

Advance Ruling Period Ends:

December 31, 1998

Addendum Applies:

No

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in sections 509(a)(1) and 170(b)(2)(A)(vi).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

If we publish a notice in the Internal Revenue Bulletin stating that we

Letter 1045 (DO/CG)

DEPARTMENT OF THE TREASURY

UNITED STATES COUNTY BOYS & GIRLS

will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish this notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1994, you are liable for social security taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 42 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 67-246, published in Cumulative Bulletin 1967-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable

Letter 1045 (EO/CA)

UNITED SOUTH COUNTY BOYS & GIRLS

cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So, please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

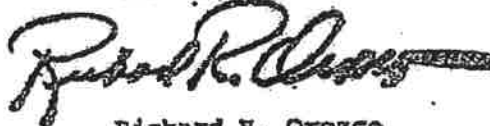
You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Richard R. Grosco
District Director

Enclosure(s):
Form 872-C

Letter 1045 (DQ/CG)



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

The 2022-23 Arroyo Grande Community Service Grant Program is intended to provide monetary grants to eligible community non-profit organizations. The City recognizes the value of such groups, which provide specialized social service, educational, cultural, beautification, and recreation programs and projects that benefiting Arroyo Grande citizens. Grants will be awarded in minimum amounts of not less than \$250.

Funding for 2022-23 Community Service Grant Program is \$82,065.

ELIGIBILITY STANDARDS

To be eligible to apply for grant monies under the City's 2022-23 Community Service Grant Program, a community organization must satisfy the following standards:

- Operate as a non-profit 501c3;
- Serve the Arroyo Grande community;
- Use funds to directly provide* a social service, educational, cultural, beautification, or recreation program or project to Arroyo Grande residents and/or businesses;
- Not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition, or age; and
- Not use grant monies specifically for religious activities.
- American Rescue Plan Act (ARPA) funds are restricted to organizations impacted by the COVID-19 pandemic. See page 4 for more information.

* "Directly provide" means that the community non-profit organization conducts the social service(s) or cultural program(s) itself rather than through a separate entity to which it sub-awards grant monies.

Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

All interested non-profit organizations must complete an application form, including the following:

1. Attachment A: Cover Sheet

- a. Organization/Agency Name (applicant is required to list the local branch if it represents a national or statewide organization)
- b. Program or Service Title
- c. Executive Director and Program Contact Person (if different)
- d. Physical Address and Mailing Address (if different)
- e. Phone Number
- f. Email Address(es)
- g. Amount of funds being requested
- h. If applicable, funds received in prior year (or most recent year when funds were received)

- i. A brief (50 words or less) description of the proposed program or service
- j. Indicate if your organization has been affected by the COVID-19 pandemic

2. Attachment B: Program/Service Information

- a. Briefly describe your organization and its mission.
- b. Summarize your proposed program or service.
- c. How is the program or service beneficial to Arroyo Grande residents?
 - i. How is local need for this program/service determined?
 - ii. Approximate number of City of Arroyo Grande residents served by the non-profit organization.
- d. Describe your organizational capacity to successfully carry out the proposed activities (i.e. past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives).

3. Attachment C: Scope of Work or Work Plan and Budget Worksheet

4. Attachment D: Signed Agreement with the City of Arroyo Grande (to be fully executed upon grant award).

5. Attachment E: Proof of 501(c)(3) status with a copy of the letter from the IRS.

Completed applications forms, along with supplemental documents must be submitted by **5:00 p.m., Thursday, December 22, 2022** addressed to:

City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

Applications are encouraged to be submitted electronically.

Electronic signatures are accepted.

Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Diversity Coalition San Luis Obispo County
(local branch)

Mailing Address: PO Box 376
City: Arroyo Grande State: CA Zip: 93421

Physical Address: n/a
(if different from Mailing Address)
City: _____ State: _____ Zip: _____

Fund Amount Requested: \$ 5000

Previous Funds Received? Yes No If Yes, Year Received: 2021
Amount Received: \$2000

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Rita Casaverde

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: Greg Ellis
(if different from Executive Director)

Email Address: [REDACTED]

Phone Number: [REDACTED]

Program or Service Title: Fostering Understanding and School Speakers Series

Brief description of the proposed program or service (50 words or less):

The Diversity Coalition's educational programming brings renowned speakers to share their stories with Arroyo Grande-based students in the schools and with the broader public at community forums. We work in partnership with teachers to pair speakers and curriculum, support their professional development, and promote tolerance at all levels.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

The Diversity Coalition of SLO County experienced significant financial duress as a result of the COVID-19 pandemic. Previously, all of our school and public presentations were delivered in-person. During mandatory school closures and restrictions on public gatherings, significant expense was dedicated to tooling up to provide virtual presentation, adding time and technology expenses to baseline organizational costs. Additional time was spent to learn and set up virtual presentation technology, coordinate events digitally with presenters and teachers at school sites, advertise effectively on digital platforms, etc., and additional material costs came from purchase of video and streaming equipment and subscription to streaming software.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

As a coalition of individual members and organizations, we act as a strategic partner to local nonprofit and community-based organizations that align with our vision and mission. Our primary activities include offering educational programs to local school districts and the broader public to foster understanding and celebrate diversity in our community. We currently provide programs to hundreds of students in Lucia Mar, San Luis Coastal, and Paso Roble Joint Unified School District middle and high school students. Several hundred community members have attended Fostering Understanding community forums that feature world-renowned speakers.

Mission Statement:

The Diversity Coalition provides programs and resources dedicated to the promotion of and advocacy for the inclusion and affirmation of diversity in our community and countering negative acts of prejudice or bias against its citizens.

Program or Service Summary:

List Area(s) Served by the Organization:

Ultimately, the Diversity Coalition works throughout the county. This funding request is specifically in furtherance of our partnerships with teachers at Paulding and Mesa Middle Schools and Arroyo Grande High School to deliver guest speakers to these schools and the broader community during the 2022/2023 and 2023/2024 school year covered by the term of this grant.

Summary of Program/Service

School Speaker Program - We bring renowned diversity speakers to the classrooms to share compelling experiences with thousands of students each year. We are currently the only organization in the county providing free, consistent, high-quality programming to schools--critical in reaching students developing attitudes and beliefs in a predominantly white community. Fostering Understanding in Our Community Series - We connect the community with our outstanding speaker network and organize events to foster understanding of complex and nuanced diversity-related issues. Our programming considers diversity issues on a local, regional and national level empowering local citizens to take informed action in their own lives and in their community to foster a welcoming, inclusive and peaceful culture.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 2250

- Description:

The Diversity Coalition's focus is clear: the more we educate, the more compassion and empathy we create and foster, which leads to a more informed, accepting, safer, and healthier community. We seek to serve the most vulnerable in our community. In many cases, this means the minorities in our community. We address these equity gaps by ensuring social and racial justice is embedded in each of our programs.

How is local need for this program or service determined?

A 2020 CA Attorney General report ranked SLO County as #1 in hate crimes per capita against Asians, more than twice as prevalent as in any other county in the state. And in 2021, SLO County ranked #1 on the Central Coast for hate crimes with 12 vs. only 5 in more populous Santa Barbara County.

Studies conducted by the Community Foundation of SLO County demonstrate need to teach tolerance. 50% of 11th graders who identified as lesbian, gay, or bisexual reported seriously considering suicide in the past 12 months (2015). Amongst 11th grade girls, 48% felt so sad/hopeless almost every day for at least two weeks that they stopped some of their usual activities, 49% reported feeling unsafe at school (2020).

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: 0 Number of Part Time Staff: 2

Number of Volunteers: 200

- Description:

The School Speaker Series and Fostering Understanding community forum is entering its sixth year, having enriched the lives of over 6,000 local middle and high school students and thousands of community members with guest speakers ranging from Holocaust survivors, African refugees, refugee relocation experts, and others who have had their lives affected by bias, prejudice, or hate. The program began with the Lucia Mar School District in 2017, expanded to include the San Luis Coastal School District in 2019, and the North County in the '22/'23.

Program Service OUTPUTS:

+ 2000 Arroyo Grande students reached with School Speaker Series at Mesa and Paulding Middle Schools, Arroyo Grande High School (200 per speaker x 10 speakers)
+ 250 Arroyo Grande residents reached with Fostering Understanding community forums (50 per speaker x 5 speakers)

Program Service OUTCOMES:

Speakers present to multiple schools, addressing a full grade in each school. Teachers use these experiences as cornerstones for month-long diversity studies, incorporating the speakers literary works in advance, facilitating the students' query of the speakers during their visit, and by sustaining class discussions post-presentation. Students demonstrate improved understanding of diversity, equity, and inclusion concepts. Speakers engage with the broader community through Fostering Understanding community forums designed for adult audiences. Audiences grow in size. Post-event surveys provide positive and constructive feedback to inform further programming, and demonstrate changed perspectives.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees	2000	200
Artistic Salaries & Fees	10,000	3500
<i>Other Salaries & Fees</i>		
1. Executive Director (to plan and coordinate program)	8000	800
2.		
Equipment	0	0
Supplies / Materials	0	0
Travel / Transportation	0	0
Promotion / Publicity	2500	500
<i>Other Expenses:</i>	0	0
1.		
2.		
TOTALS:	22,500	5,000

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	5000
<i>Other Funding Sources:</i>	
Other Public Grants	15,000
Private Foundations	2500
Corporation Contributions	
Concessions / Ticket Sales	
Promotion Sales / Advertisements (Other Cash)	
<i>Other Funding Subtotal:</i>	17,500
TOTALS:	22,500

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of Diversity Coalition of SLO County non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/22/2022 Signature: Rita Casaverde
Executive Director or Designee

Cornel N. Morton
Board of Director or Officer

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **AUG 09 2018**

FIVE CITE DIVERSITY COALITION
1145 STONECREST DRIVE
ARROYO GRANDE, CA 93420-0000

Employer Identification Number:

DLN:

26053618007978

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

June 30

Public Charity Status:

170(b)(1)(A)(vi)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

June 15, 2017

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

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Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

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City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
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Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

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Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Elm Street Dog Park Association
(local branch)

Mailing Address: 1221 Ash Street
City: Arroyo Grande State: CA Zip: 93420

Physical Address: Ash/Elm Street
(if different from Mailing Address)
City: Arroyo Grande State: CA Zip: 93420

Fund Amount Requested: \$ 28,635.00

Previous Funds Received? Yes No If Yes, Year Received: _____
Amount Received: _____

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Mindy Brooks

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: Kathy Ream, Board Secretary
(if different from Executive Director)

Email Address: [REDACTED]

Phone Number: [REDACTED]

Program or Service Title: Elm Street Dog Park Maintenance & Improvements

Brief description of the proposed program or service (50 words or less):

The purpose of the Elm Street Dog Park Maintenance & Improvements program is to obtain funding assistance for dog park expenses and to make improvements that will benefit the community and dog park patrons.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

The Elm Street Dog Park is managed and staffed by volunteers, and is funded solely through donations from dog lovers. Due to the COVID-19 pandemic and health concerns, the park lost many of its regular patrons which has resulted in a decrease in donations.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

The Elm Street Dog Park is the only dog park in the Five Cities area. A free, public, fully fenced park, it has separate areas for large and small dogs. It is conveniently located next to a community park/playground. In 2022, the Elm Street Dog Park was selected as the best dog park in San Luis Obispo county.

Community services provided include:

- A safe, clean place for people and their dogs to have fun, relax, and socialize
- Improvement of dog socialization, leading to better canine citizens
- Interaction of children with dogs, teaching children and dogs good etiquette with each other
- Building a tight-knit community
- Promotion of a healthy, active lifestyle for people of all ages
- Promotion of vaccines and training sessions for dogs through local providers

Mission Statement:

The mission of the Elm Street Dog Park is to provide an off-leash park where where dogs and their caretakers will have a safe, fun, friendly, and well maintained area for recreation, exercise, and socialization.

Program or Service Summary:

List Area(s) Served by the Organization:

Arroyo Grande
Grover Beach
Pismo Beach
Shell Beach
Oceano
Nipomo
San Luis Obispo
Visitors from other counties and states

Summary of Program/Service

In order to retain current dog park patrons and obtain new, regular patrons, our proposal includes the following items to improve & maintain the Elm Street Dog Park.

- Addition of shade structures and trees
- Addition of new benches installed on concrete pads
- Mutt Mitts (for waste disposal)
- Advertising & fundraisers
- High-quality wood chips for the large dog park
- Leveling of ground & new sod for the small dog park
- Dog agility equipment
- Sandbox (encourages dogs to dig in the sand versus the lawn)
- Addition of 2 new garbage cans

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 1,500 annually

- Description:

The Elm Street Dog Park allows dogs to play off-leash or get exercise with their owners. Having a safe space to roam freely benefits the surrounding communities. Studies have shown that dog parks help to relieve stress and anxiety not only in dogs, but in people, too. The dog park compliments the City of Arroyo Grande's recreational activities for people and their dogs. Many people become friends at the dog park, fostering the sense of a tight community.

How is local need for this program or service determined?

The local need for this program is determined by feedback received from Board members and patrons of the dog park. The Elm Street Dog Park is the only dog park in the Five Cities area; it needs to be maintained and improved to help retain existing patrons and to help obtain new visitors.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: _____ Number of Part Time Staff: _____

Number of Volunteers: 20

- Description:

Elm Street Dog Park and a group of dedicated volunteers will take responsibility to successfully implement the proposed activities.

ATTACHMENT C: SCOPE/WORK PLAN AND BUDGET WORKSHEET

Scope of Work or Work Plan

When completing this worksheet, refer to the following questions:

- A. What are the objectives? What is the program or service aiming to accomplish?
- B. How will those goals be achieved, and in what timeframe?
- C. What is the evaluation methodology for measuring results? How can results be quantified and observed?
- D. Results should be meaningful, measurable, and demonstrate the difference the proposed project makes, or is intended to make, in the lives of the people within the program or receiving the service.
- E. Output results show the amount of work performed or services received.
- F. Outcomes show the quality of the performance and answer the questions: who is better off by providing this program or service? What percentage of residents are assisted or are benefitting from this program or service?

Program/Service Objectives:	Major Tasks to Complete (to achieve associated goal)	Timeline	Evaluation Methodology
Additional shade structures & trees	Procure & install/plant shade structures & trees	April 2023	Observe, obtain patron feedback
Additional benches	Procure new benches, lay concrete, install	May 2023	Observe, obtain patron feedback
Procure Mutt mitts supply	Procure	Feb 2023	Track usage/inventory count
Organize fundraisers	Procure banners, tables, advertising funds	June 2023	Evaluated based on outcome
Provide high quality wood chips	Procure, spread in large dog park	July 2023	Observe, obtain patron feedback
Level ground & lay down new sod	Identify contractor to level ground, procure sod	Aug 2023	Observe, obtain patron feedback
Agility equipment for dogs	Procure, install	Sept 2023	Observe usage, obtain patron feedback
Sandbox for dogs	Procure, install	Oct 2023	Observe usage, obtain patron feedback
New garbage cans	Procure	Oct 2023	Observe usage, obtain patron feedback

Program Service OUTPUTS:

The outputs of the proposed improvements will help to beautify not only the dog park, but also the community park area in general.

Four new shade trees will be planted, including irrigation and timers. Four new benches and 4 new sun shades will be installed on concrete slabs. These items will provide sufficient seating for dog park patrons, as well as shade for people and their dogs. With a full supply of mutt mitts, the dispensers will be filled at all times to encourage proper waste disposal. Funds for advertising & fundraising will us help to increase the number of dog park patrons and will also help to retain existing dog park patrons, leading to increased park donations. The high-quality wood chips for the large dog area will be free of any harmful materials, will last longer, and will be better for the large dogs. The small dog park will be greatly enhanced by leveling the ground, which is currently very lumpy and can be a hazard when walking. The new sod will help to beautify the park and will be enjoyed by the small dogs and park visitors. State of the art agility equipment and a sandbox will provide exercise for the dogs and fun for both dogs and people. The existing garbage cans fill up quickly. The addition of 2 new garbage cans will provide more space for proper waste disposal.

Program Service OUTCOMES:

The City of Arroyo Grande's Elm Street community park will benefit from this program in that it will help to compliment the new playground and overall beautification of the park in general. Patrons of the park will benefit by availability of more seating and shade, as well as the happiness of enjoying the dogs as they use the agility equipment and sandbox. Renovation of the lawn in the small dog park will allow patrons to walk with ease and safety. Fundraisers organized by the dog park volunteers are open to everyone, with or without a dog, which fosters a close community. Additionally, our dog patrons will benefit by all features of the program. They will have paw-friendly grass or wood chips, shade, and a mini-playground with agility equipment and a sandbox. The 2 additional trash cans will provide more space for waste disposal to prevent waste overflow.

Including visitors to both the dog park and the Elm Street community park in general, it is estimated that 30% of residents will benefit from this program. This is based on approximately 4,000 visitors to the community park and 1,500 visitors to the dog park for a total of 5,500 residents annually. The estimated population of Arroyo Grande is 18,500.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees		
Artistic Salaries & Fees		
<i>Other Salaries & Fees</i>		
1.	\$1,200.00	\$1,200.00
2.		
Equipment	\$2,600.00	\$2,600.00
Supplies / Materials	\$23,635.00	\$23,635.00
Travel / Transportation		
Promotion / Publicity	\$1,200.00	\$1,200.00
<i>Other Expenses:</i>		
1.		
2.		
TOTALS:	\$28,635.00	\$28,635.00

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	
<i>Other Funding Sources:</i>	
Other Public Grants	0
Private Foundations	0
Corporation Contributions	0
Concessions / Ticket Sales	0
Promotion Sales / Advertisements (Other Cash)	0
<i>Other Funding Subtotal:</i>	0
TOTALS:	0

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

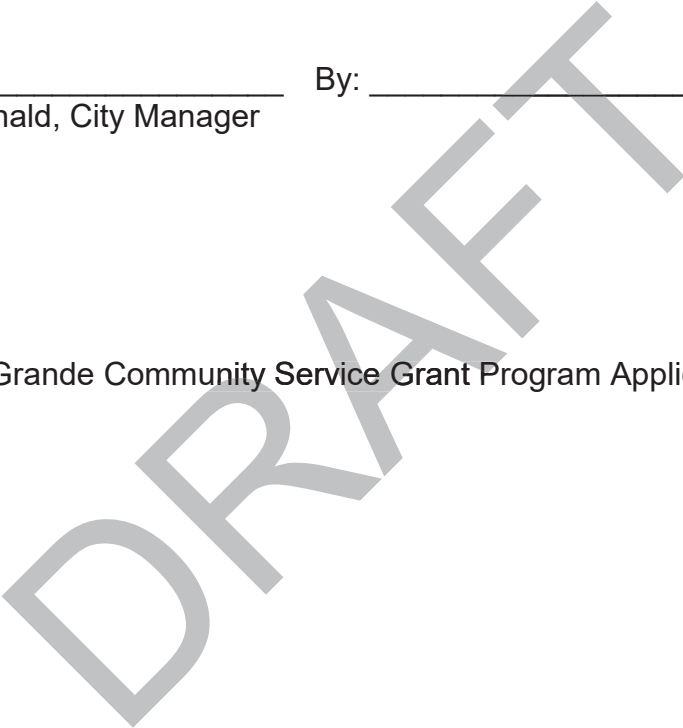
GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application



ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of Elm Street Dog Park Association non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/21/2022 Signature: Mindy Brooks
Executive Director or Designee

Board of Director or Officer



CINCINNATI OH 45999-0038

In reply refer to: 0248455888
Dec. 31, 2007 LTR 4168C E0
000000 00 000
00047843
BODC: TE

SAN LUIS OBISPO PARKS OPEN SPACE &
TRAILS FOUNDATION
PO BOX 86
ARROYO GRANDE CA 93421-008683

0000

445

Employer Identification Number: 77-0318094
Person to Contact: MS. SELLERS
Toll Free Telephone Number: 1-877-829-5500

Dear TAXPAYER:

This is in response to your request of Dec. 20, 2007, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in JANUARY 1993, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(3) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.
Accounts Management Operations I

PLEASE RETURN FILED COPIES TO:
Mindy Brooks
 NAME
 [REDACTED]
 MAILING ADDRESS
Arroyo Grande **ca** **93420**
 CITY STATE ZIP
 PHONE NUMBER [REDACTED]

Filed in County Clerk's Office
 Tommy Gong
 San Luis Obispo - County Clerk-Recorder
20201839

09/09/2020
 FBN
 Pages: 1
 Fee: \$ 59.00
 Exp: 09/09/2025
 By aboutista, Deputy



FICTITIOUS BUSINESS NAME STATEMENT

TYPE OF FILING: NEW RENEWAL (ONLY ALLOWED IF FILED WITHIN 40 DAYS OF THE EXPIRATION DATE AND THERE ARE NO CHANGES IN THE FACTS ON THE ORIGINAL FILING.)

* THE FOLLOWING PERSON (PERSONS) IS (ARE) DOING BUSINESS AS:

Elm Street Dog Park Association

** STREET ADDRESS, CITY, STATE AND ZIP OF PRINCIPAL PLACE OF BUSINESS: (NO PO BOXES/POSTAL FACILITIES/PMB): **1221 Ash St, Arroyo Grande, CA 93420** COUNTY OF PRINCIPAL PLACE OF BUSINESS: **San Luis Obispo**

*** NAME AND ADDRESS OF REGISTRANT(S): (NO P.O. BOXES, POSTAL FACILITIES, PMB)

1) NAME OF REGISTRANT San Luis Obispo Parks, Open Space and Trails Foundation RESIDENCE/LLC/CORP ADDRESS 6445 Corral de Piedro CITY, STATE, ZIP San Luis Obispo, CA 93401 IF CORPORATION OR LLC - PRINT STATE OF INCORPORATION/ORGANIZATION CA	2) NAME OF REGISTRANT RESIDENCE/LLC/CORP ADDRESS CITY, STATE, ZIP IF CORPORATION OR LLC - PRINT STATE OF INCORPORATION/ORGANIZATION
3) NAME OF REGISTRANT RESIDENCE/LLC/CORP ADDRESS CITY, STATE, ZIP IF CORPORATION OR LLC - PRINT STATE OF INCORPORATION/ORGANIZATION	4) NAME OF REGISTRANT RESIDENCE/LLC/CORP ADDRESS CITY, STATE, ZIP IF CORPORATION OR LLC - PRINT STATE OF INCORPORATION/ORGANIZATION

**** THIS BUSINESS IS CONDUCTED BY:

AN INDIVIDUAL A MARRIED COUPLE A LIMITED LIABILITY COMPANY
 A CORPORATION JOINT VENTURE A LIMITED LIABILITY PARTNERSHIP
 A TRUST A GENERAL PARTNERSHIP STATE OR LOCAL REGISTERED DOMESTIC PARTNERSHIP
 COPARTNERSHIP A LIMITED PARTNERSHIP AN UNINCORPORATED ASSOCIATION OTHER THAN A PARTNERSHIP

***** THE REGISTRANT COMMENCED TO TRANSACT BUSINESS UNDER THE FICTITIOUS BUSINESS NAME OR NAMES LISTED ABOVE ON:

4/15/2012
 MONTH / DAY / YEAR

"I DECLARE THAT ALL THE INFORMATION IN THIS STATEMENT IS TRUE AND CORRECT." (A REGISTRANT WHO DECLARES AS TRUE ANY MATERIAL MATTER PURSUANT SECTION 17913 OF THE BUSINESS & PROFESSIONS CODE THAT THE REGISTRANT KNOWS TO BE FALSE IS GUILTY OF A MISDEMEANOR PUNISHABLE BY A FINE NOT TO EXCEED ONE THOUSAND DOLLARS (\$1,000)).

San Luis Obispo Parks, Open Space and Trails Foundation **Kathy Longacre, President**
 PRINT NAME OF REGISTRANT, CORPORATION OR LLC IF CORPORATION, NAME & CORPORATE TITLE OF OFFICER. IF LLC, NAME & TITLE OF OFFICER OR MANAGER
Kathy Longacre **President**
 SIGNATURE OF REGISTRANT. IF CORPORATION, SIGNATURE OF CORPORATE OFFICER. IF LLC, SIGNATURE OF OFFICER OR MANAGER

THIS STATEMENT WAS FILED WITH THE COUNTY CLERK OF SAN LUIS OBISPO ON THE DATE INDICATED IN THE UPPER RIGHT CORNER OF THIS STATEMENT

NOTICE - IN ACCORDANCE WITH SUBDIVISION (A) OF SECTION 17920, A FICTITIOUS NAME STATEMENT GENERALLY EXPIRES AT THE END OF FIVE YEARS FROM THE DATE ON WHICH IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK, EXCEPT, AS PROVIDED IN SUBDIVISION (B) OF SECTION 17920, WHERE IT EXPIRES 40 DAYS AFTER ANY CHANGE IN THE FACTS SET FORTH IN THE STATEMENT PURSUANT TO SECTION 17913 OTHER THAN A CHANGE IN THE RESIDENCE ADDRESS OF A REGISTERED OWNER. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THE EXPIRATION.

THE FILING OF THIS STATEMENT DOES NOT OF ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE, OR COMMON LAW (SEE SECTION 14411 ET SEQ., BUSINESS AND PROFESSIONS CODE).

CERTIFICATION
 I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE
TOMMY GONG
 COUNTY CLERK RECORDER
 BY: *Publication*
 DEPUTY CLERK
 ID CHECKED RECEIVED BY MAIL



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

The 2022-23 Arroyo Grande Community Service Grant Program is intended to provide monetary grants to eligible community non-profit organizations. The City recognizes the value of such groups, which provide specialized social service, educational, cultural, beautification, and recreation programs and projects that benefiting Arroyo Grande citizens. Grants will be awarded in minimum amounts of not less than \$250.

Funding for 2022-23 Community Service Grant Program is \$82,065.

ELIGIBILITY STANDARDS

To be eligible to apply for grant monies under the City's 2022-23 Community Service Grant Program, a community organization must satisfy the following standards:

- Operate as a non-profit 501c3;
- Serve the Arroyo Grande community;
- Use funds to directly provide* a social service, educational, cultural, beautification, or recreation program or project to Arroyo Grande residents and/or businesses;
- Not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition, or age; and
- Not use grant monies specifically for religious activities.
- American Rescue Plan Act (ARPA) funds are restricted to organizations impacted by the COVID-19 pandemic. See page 4 for more information.

* "Directly provide" means that the community non-profit organization conducts the social service(s) or cultural program(s) itself rather than through a separate entity to which it sub-awards grant monies.

Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

All interested non-profit organizations must complete an application form, including the following:

1. Attachment A: Cover Sheet

- a. Organization/Agency Name (applicant is required to list the local branch if it represents a national or statewide organization)
- b. Program or Service Title
- c. Executive Director and Program Contact Person (if different)
- d. Physical Address and Mailing Address (if different)
- e. Phone Number
- f. Email Address(es)
- g. Amount of funds being requested
- h. If applicable, funds received in prior year (or most recent year when funds were received)

- i. A brief (50 words or less) description of the proposed program or service
- j. Indicate if your organization has been affected by the COVID-19 pandemic

2. Attachment B: Program/Service Information

- a. Briefly describe your organization and its mission.
- b. Summarize your proposed program or service.
- c. How is the program or service beneficial to Arroyo Grande residents?
 - i. How is local need for this program/service determined?
 - ii. Approximate number of City of Arroyo Grande residents served by the non-profit organization.
- d. Describe your organizational capacity to successfully carry out the proposed activities (i.e. past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives).

3. Attachment C: Scope of Work or Work Plan and Budget Worksheet

4. Attachment D: Signed Agreement with the City of Arroyo Grande (to be fully executed upon grant award).

5. Attachment E: Proof of 501(c)(3) status with a copy of the letter from the IRS.

Completed applications forms, along with supplemental documents must be submitted by **5:00 p.m., Thursday, December 22, 2022** addressed to:

City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

Applications are encouraged to be submitted electronically.

Electronic signatures are accepted.

Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: One Cool Earth
(local branch)

Mailing Address: PO Box 150
City: San Luis Obispo State: CA Zip: 93406

Physical Address:
(if different from Mailing Address) _____
City: _____ State: _____ Zip: _____

Fund Amount Requested: \$ 2000

Previous Funds Received? Yes No If Yes, Year Received: _____

Amount Received: _____

Tax ID Number: ██████████

Has your organization been affected by COVID-19? Yes No

Executive Director: Katharine Rondthaler-Krieg

Email Address: ██

Phone Number: ████████████████████

Grant Program Contact: Greg Ellis
(if different from Executive Director)

Email Address: ██

Phone Number: ████████████████████

Program or Service Title: School Garden Nutrition Education

Brief description of the proposed program or service (50 words or less):

One Cool Earth requests support for our school garden programming in Arroyo Grande at Harloe and Branch Elementary Schools. Our program provides a weekly Garden Educator to each campus who teaches a series of 108 seasonally-aligned and standards-based lessons per school per year in the school garden, working directly with approx. 100 students/week/school. By supporting this program, students on 2 campuses will have access to hands-on learning opportunities and exciting projects with real-world impacts benefitting many different learning styles. Overall, this funding would impact over 974 local students of which an average of 49% are socioeconomically disadvantaged and 14% have a health risk due to diet, according to state physical fitness testing.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

Our services were dramatically affected by COVID shutdowns as schools were first required to close entirely, and then when they returned, to enact social distancing and reduced class size measures. During initial closures, we experienced significant expenses maintaining staff despite a lack of work--we chose to maintain our staff payroll despite the uncertainty of a reopening schedule because we wanted to preserve the culture and institutional knowledge that we had spent years building. We also had substantial expense reshaping our program to be available virtually, including video filming and production, software costs, packaging materials and supplies to send home with students, and maintaining school gardens without the presence of student and volunteer labor.

During 2020 we experienced an approximately 20% decrease in donations and grants--see our 2019 vs. 2020 IRS 990 Tax Returns, available here:

<https://projects.propublica.org/nonprofits/organizations/341939404>

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

One Cool Earth has operated in San Luis Obispo County since 2001. Our program focuses on supporting schools to make school gardens as ubiquitous and indispensable to education as libraries, sports fields and computer labs. We recognize that: 1. Gardens make healthy eating fun and personal through seed-to-table activities. 2. Gardens bridge textbook learning and real-world phenomenon, making science and other subjects engaging and understandable. 3. Gardens make students feel good, providing a positive, outdoor space on campus.

Mission Statement:

Vision: Every Child Deserves A Place To Grow.

Mission: We create school garden programs that power healthy, happy and smart youth.

Goal: Significantly affect inter-related issues of student academics, health, and behavior, as measured by evaluations.

Strategy: Integrate evidence-based, garden-education in elementary schools to create a culture of health and optimal learning.

Program or Service Summary:

List Area(s) Served by the Organization:

We serve 29 schools throughout San Luis Obispo and Northern Santa Barbara County, but this grant application request will serve two Arroyo Grande Schools: Branch and Harloe Elementary Schools.

Summary of Program/Service

We use gardens to make healthy eating fun and personal as well as bridge textbook learning with the real world to make science hands-on and memorable. When working with a school, we first build new or restore exist school gardens, creating effective and engaging outdoor classrooms. Next, we hire talented and inspiring garden educators who teach a year-long series of rigorous, evidence-based and standards-aligned lessons. The core of our lesson sequence involves planting, tending, harvesting, preparing and eating fruits and vegetables, and our schedule produces four harvests per year at a school site.

Harvested produce is used in cooking lessons and tastings available to the entire school or given away to students, families and the cafeteria. We host volunteer workdays twice per year at each school garden to involve the community and maintain school gardens. After school, we provide Family Cooking Nights that gather families for a community cooking night that uses culturally appropriate recipes.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 974

- Description:

The body of research has found that garden-based nutrition education programs are a more effective method for increasing nutrition knowledge, fruit and vegetable identification skills, and fruit and vegetable consumption than in-classroom nutrition education programs. Research also supports that garden-based interventions that involved consistent exposure to the garden over a longer period of time were more likely to increase consumption of fruits and vegetables. Three determinants lead to the most effective nutritional behavior change: 1) decrease fear of trying new foods (neophobia); 2) increase perception that it is socially acceptable to eat fruits and vegetables; and 3) increase self-efficacy in abilities to eat fruits and vegetables. The hands-on nature of our school garden program is a key component for nutritional behavior change in children because it directly connects them to new foods in a supportive environment, offers many opportunities to taste and eat new foods, and provides skills that students can use to independently choose and prepare healthy foods.

How is local need for this program or service determined?

Our program will serve two Harloe and Branch Elementary Schools, reaching a total of 974 students. Of these, 49% are socioeconomically disadvantaged, 14% have a health risk due to diet, 43% are non-white (primarily Latinx), and 7% speak English as a second language.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: 3 Number of Part Time Staff: 15
Number of Volunteers: 350

- Description:

During the 2021-22 school year we provided 8700 unduplicated students with 21,600 tastings, grew 1600 lbs of produce in 23 school gardens, taught 2100 x 45 minute nutrition-themed lessons for a total of 39,375 student-hours and an average of 7 lessons per student. These statistics place us in the top of all nutrition education entities in SLO County, based on student reach and number of lessons taught.

ATTACHMENT C: SCOPE/WORK PLAN AND BUDGET WORKSHEET

Scope of Work or Work Plan

When completing this worksheet, refer to the following questions:

- A. What are the objectives? What is the program or service aiming to accomplish?
- B. How will those goals be achieved, and in what timeframe?
- C. What is the evaluation methodology for measuring results? How can results be quantified and observed?
- D. Results should be meaningful, measurable, and demonstrate the difference the proposed project makes, or is intended to make, in the lives of the people within the program or receiving the service.
- E. Output results show the amount of work performed or services received.
- F. Outcomes show the quality of the performance and answer the questions: who is better off by providing this program or service? What percentage of residents are assisted or are benefitting from this program or service?

Program/Service Objectives:	Major Tasks to Complete (to achieve associated goal)	Timeline	Evaluation Methodology
Hire Educators	Post job description, interview, hire	Summer '23	Track hiring
Train Educators	Schedule, plan, host training	Fall '23	Track training dates/content
Refurbish Gardens	Assess, plan, repair gardens	Fall '23	Before/after shots
Family Cooking Nights	Sign up families, host event	Fall '23	Track events/attendance
Taste Tests	Harvest, prepare, distribute food	Spring '23	Report weekly #
Grow Produce	Procure starts, plants, tend, harvest	Spring '23	Weigh and report weekly
Teach Lessons	Sign up teachers, schedule, teach	Fall/Spring '23	Lesson logs, student evals.

Program Service OUTPUTS:

Our goals are to:
+ teach 108 lessons per school x 2 schools
+ provide 2000 taste tests (2/student)
+ grow 50 lbs of produce per school
+ host 2 Family Cooking Nights per school
+ host 2 community garden workdays per school

Program Service OUTCOMES:

- 1) 70% of students will improve nutrition behaviors as evidenced by vegetable identification and preference pre- and post- test evaluations.
- 2) 90% of students will increase their skills, confidence and knowledge in science academics, measured using pre- and post-tests.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees	4000	0
Artistic Salaries & Fees		
<i>Other Salaries & Fees</i>		
1. Garden Educator Salary	17000	1000
2.		
Equipment		
Supplies / Materials	2000	1000
Travel / Transportation	1000	0
Promotion / Publicity	400	0
<i>Other Expenses:</i>		
1.		
2.		
TOTALS:	\$24,400	\$2,000

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	2000
<i>Other Funding Sources:</i>	
Other Public Grants	20000
Private Foundations	2400
Corporation Contributions	
Concessions / Ticket Sales	
Promotion Sales / Advertisements (Other Cash)	
<i>Other Funding Subtotal:</i>	
TOTALS:	\$24,400

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of One Cool Earth non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/13/22

Signature: *Matthew R. Kelly*
Executive Director or Designee

Maria Kelly
Board of Director or Officer



Department of the Treasury
Internal Revenue Service

P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248206070
Apr. 14, 2014 LTR 4168C 0
[REDACTED] 000000 00
00027964
BODC: TE

ONE COOL EARTH
PO BOX 150
SN LUIS OBISP CA 93406-0150



052898

Employer Identification Number: [REDACTED]
Person to Contact: Mrs. Turner
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

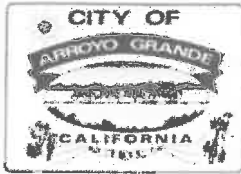
This is in response to your Apr. 03, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in March 2001.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

The 2022-23 Arroyo Grande Community Service Grant Program is intended to provide monetary grants to eligible community non-profit organizations. The City recognizes the value of such groups, which provide specialized social service, educational, cultural, beautification, and recreation programs and projects that benefiting Arroyo Grande citizens. Grants will be awarded in minimum amounts of not less than \$250.

Funding for 2022-23 Community Service Grant Program is \$82,065.

ELIGIBILITY STANDARDS

To be eligible to apply for grant monies under the City's 2022-23 Community Service Grant Program, a community organization must satisfy the following standards:

- Operate as a non-profit 501c3;
- Serve the Arroyo Grande community;
- Use funds to directly provide* a social service, educational, cultural, beautification, or recreation program or project to Arroyo Grande residents and/or businesses;
- Not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition, or age; and
- Not use grant monies specifically for religious activities.
- American Rescue Plan Act (ARPA) funds are restricted to organizations impacted by the COVID-19 pandemic. See page 4 for more information.

* "Directly provide" means that the community non-profit organization conducts the social service(s) or cultural program(s) itself rather than through a separate entity to which it sub-awards grant monies.

Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

All interested non-profit organizations must complete an application form, including the following:

1. Attachment A: Cover Sheet

- a. Organization/Agency Name (applicant is required to list the local branch if it represents a national or statewide organization)
- b. Program or Service Title
- c. Executive Director and Program Contact Person (if different)
- d. Physical Address and Mailing Address (if different)
- e. Phone Number
- f. Email Address(es)
- g. Amount of funds being requested
- h. If applicable, funds received in prior year (or most recent year when funds were received)

- i. A brief (50 words or less) description of the proposed program or service
- j. Indicate if your organization has been affected by the COVID-19 pandemic

2. Attachment B: Program/Service Information

- a. Briefly describe your organization and its mission.
- b. Summarize your proposed program or service.
- c. How is the program or service beneficial to Arroyo Grande residents?
 - i. How is local need for this program/service determined?
 - ii. Approximate number of City of Arroyo Grande residents served by the non-profit organization.
- d. Describe your organizational capacity to successfully carry out the proposed activities (i.e. past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives).

3. Attachment C: Scope of Work or Work Plan and Budget Worksheet

4. Attachment D: Signed Agreement with the City of Arroyo Grande (to be fully executed upon grant award).

5. Attachment E: Proof of 501(c)(3) status with a copy of the letter from the IRS.

Completed applications forms, along with supplemental documents must be submitted by **5:00 p.m., Thursday, December 22, 2022** addressed to:

City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

Applications are encouraged to be submitted electronically.

Electronic signatures are accepted.

Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Positive Ride Jams
(local branch)

Mailing Address: 1390 Fairway Dr

City: San Luis Obispo State: Ca Zip: 93401

Physical Address:
(if different from Mailing Address)

City: _____ State: _____ Zip: _____

Fund Amount Requested: \$ 7,000.00

Previous Funds Received? Yes No If Yes, Year Received: _____

Amount Received: _____

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Travis Jecker

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact:
(if different from Executive Director)

Email Address: _____

Phone Number: _____

Program or Service Title: Creating Adaptive Recreational Experiences (CARE)

Brief description of the proposed program or service (50 words or less):

Positive Ride aims to create accessible inland and coastal excursions and educational opportunities for underrepresented children and adults with physical limitations by transforming standard wheelchairs into all terrain electric wheelchairs via Freedom Trax. Positive Ride collaborates with established outdoor coastal educational and community programs to make their programs accessible.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

In 2019 Positive Ride was on track of completing assessments of hotels, ADA access and trail systems throughout Arroyo Grande. Our main purpose at the time was to Create Adaptive Recreational Experiences (CARE). We have found that many underrepresented disabled wheelchair bound people are not accessing the outdoors. Some of the reasons include it is difficult for a manual wheel chair user to push along trail systems, due to grade, terrain, or purely lack to physical strength. The negative impacts of Covid have been felt throughout the disabled community. Positive Ride was impaired by our ability to see clients one on one or in group settings. Access to the outdoors was limited do to mandatory government restrictions and Positive Ride closed its doors. Fast forward to February 2022 Positive Ride has partnered with Freedom Trax and is now providing outdoor excursions using a device that converts a manual wheel chair to being offroad capable. In 2019-2022 we did not complete a single excursion. As of February 2022 we are now able to reach community members and programs to provide excursion opportunities. Arroyo Grande has well over 80 miles of trails, parks, and other outdoor areas. Positive Ride has now reached over 1000 people and have taken approximately 250 adventures. We are excited for the opportunity to continue efforts having educational excursions on the James Way Oak Habitat and other areas around Arroyo Grande.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

The "Positive Ride" begins at the first contact, whether it's by website, social media, telephone, or direct person to person contact. Anything we say or do Demographic information will be gathered, interests, health, ability, and interest. At this point Positive Ride starts assessing available options, and the process of making arrangements for the excursion. Through the initial intake we determine the age and ability to ensure we are offering an appropriate excursion for their age, size, and ability; as some excursions are more effortful than others. On the day of the excursion, staff will be at the agreed-upon site to greet the participants. The whole process from start to finish takes approximately 4 hours; depending on type and duration of an activity participants are looking for. On site, staff will assess the participants' wheelchair, fit the wheelchair to the Freedom Trax, and test the wheelchair. If a wheelchair user is independent, they will be shown how to utilize the electric wheelchair controls, and practice in front of a Positive Ride member to ensure they understand. If an assistant of a client will be using the chair electronic features, they will show and practice in presence of a Positive Ride staff member. At that point users of the Trax are released to enjoy their scheduled activity. The attendant will stay nearby for support as needed. Upon return, they are offered water or a snack, and a Positive Ride member will remove the client's wheelchair from the Freedom Trax, complete an equipment inventory card, and get client feedback. The Freedom Trax would then be placed into Maintenance Reserve to be inspected, cleaned, oiled, and charged for the next excursion.

Mission Statement:

The mission of Positive Ride is to offer adaptive adventures to people with physical disabilities. Getting them access to beaches, trails, and other venues on the Central Coast and San Luis Obispo County while inspiring a love for the coast. We want to get people with mobility issues outdoors and off the pavement with the help of Freedom Trax. Freedom Trax is a device that quickly and temporarily converts a manual wheelchair into a battery-powered, all-terrain wheelchair that can easily traverse a variety of different terrains from sand to grass, gravel and more.

Program or Service Summary:

List Area(s) Served by the Organization:

We serve San Luis Obispo County with an emphasis on Arroyo Grande and the Five Cities Area. We have a direct passion for open space like the Arroyo Grande James Way Oak Habitat, and the new inclusive park. Arroyo Grande offers the complete ADA experience from trails and parks to an excellent accessible downtown.

Summary of Program/Service

Currently, our work directly supports wheelchair users of all size, age, gender, race, ethnicity, socio-economic status, and other. Wheelchair users historically receive fewer marine education and stewardship opportunities and Positive Ride aims to change that. Since the beginning of Positive Ride, we have given many memorable opportunities to wheelchair users who are local and visiting the Central Coast.

To further describe our participants, we have included those with other types of physical disabilities (e.g. irregular gait, prone to fatigue, muscular irregularities, aging, Cerebral Palsy, etc.) who may not own a wheelchair, but would benefit from using a wheelchair to access the outdoors. We anticipate to include a wider variety of persons with physical limitations by expanding our definition on social media, and at outreach events to ensure it is understood Positive Ride is for anyone who needs support accessing the beaches and local terrain with support of a wheelchair. That said, the cumulative number and diversity of participants with physical disabilities we anticipate to encompass each year will multiply as our non-profit grows and sustains across time.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 1000's

• **Description:**

Our program is beneficial to the residents and visitors of Arroyo Grande by the continued partnerships with the local community. Currently, we have a partnership with Nature Track and Land Conservancy San Luis Obispo. Nature Track is a Santa Barbara based organization supporting outdoor education. They have been integral to our organization as they provide loaner Freedom Trax to our non-profit. The Land Conservancy San Luis Obispo is supporting our endeavors to widen hiking trails and promote inclusive outdoor educational events by inviting us to their outreach events. We hope to expand partnerships with local establishments who provide beach and outdoor educational and recreation services to the public, or work with the special needs community. Local agencies identified, but we have not yet fully accessed due to limited resources (i.e., time and money) include: Jacks Helping Hands, Parents Helping Parents, Amp Surf, Public Schools Special Education Department, California Children's Services, Local Park and Recreation Departments, and San Luis Botanical Gardens. By expanding partnerships, we hope to increase the number of participants, types of disabilities supported, range of ages supported, Spanish speakers, and coastal and marine stewardship and enhancement opportunities for our target audience.

How is local need for this program or service determined?

Everyone knows someone who has a physical limitation; whether that is due to aging, a life changing event, a temporary health issue, genetics, hereditary predisposition, or other. Often this subpopulation is left isolated and/or left out of outdoor and community events as they are viewed as being incapable of participating. However, this is not true and negatively impacts the overall wellbeing of those with physical limitations, and stakeholders. Maintaining the position wheelchair users cannot participate impacts one's mental health, physical health, feeling of connectedness to their community, and hinders ability to access the outdoors. Similarly, family members are also negatively affected by barriers for their loved ones to access local hiking trails and beaches; as they will avoid outdoor activities or be left out of invitations from friends. This in turn can cause distress for families as a whole, and fosters unfavorable attitudes towards wheelchair users and those needing accommodations to access outdoor events and activities. Positive Ride with the Freedom Trax changes that. This grant will ensure a continuous resource for family members to include family and friends with wheelchairs or physical limitations in outdoor activities, which positively impacts physical and mental health, and attitudes for all. Additionally, established educational coastal programs will have a resource to indicate to the community that events are accessible. This will help establish and maintain an inclusive community across the Central Coast; while inspiring curiosity and stewardship for coastal and marine life.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: 2 Number of Part Time Staff: 2
 Number of Volunteers: 10

• **Description:**

This is an ongoing project. The project has a ten year plan to have a team of paid staff to run excursions and attend community events weekly and simultaneously. Our immediate goal is to purchase equipment, educational brochures, promotional materials, and fund travel to expenses. Next steps include securing income for staff establishing the organization so they can dedicate their time as full-time employment. Once the equipment is purchased it is still a viable organization through volunteer work and fundraising, as we have been operating with loaners, volunteers, and fundraising since 2019. This method of operating has established Positive Ride at a minimum level of operating costs, and we would continue to operate past the grant period this way. Futureistically, we hope to explore the idea of a stipend or becoming part of partner's annual budgets as we do provide a service to organizations by means of enhancing their ADA compliance and outreach events. Without a grant we will continue to get loaners from Nature Tracks, but historically this has interfered with a continuous service. Furthermore, the availability of loaner trax in the future may be affected by the organization's (i.e. Nature Track) future endeavors. Through longevity! We will be tracking the number of excursions given, number of people at each excursion, number of partnership events attended, and through a new intake process of new participants we will be tracking the demographics of participants. We will hold biannual reviews of information collected to ensure we are connecting with relevant established programs, engaging Spanish speakers, and incorporating children under 16

Program Service OUTPUTS:

With the loaner we have achieved many success stories and helped many wheelchair users access beach and hiking opportunities on the coast. We have established a website, identified over 30 hiking trails Freedom Trax approved, identified potential partnerships, and provided demo day opportunities to San Luis Obispo Land Conservancy. Administratively, we have outlined and defined roles within our organization, and defined our proposed budget.

Program Service OUTCOMES:

The new grant will ensure we can continue to support wheelchair users and expand the current project by providing more outreach, and increasing the number of participants at each excursion. Increase access opportunities for wheelchair users and people with disabilities to Coastal Educational Events including, but not limited to: Arroyo Grande James Way Oak Habitat, Inclusive Park, Pismo Preserve, Among the Oaks events, school field trips, etc. Increase access opportunities for wheelchair users and people with disabilities to Coastal Recreational Activities, including but not limited to, concerts, weddings, sporting events and more.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees	0	0
Artistic Salaries & Fees	0	0
<i>Other Salaries & Fees</i>	0	0
1.	*	*
2.	*	*
Equipment	6500.00	6500.00
Supplies / Materials	100/month	100
Travel / Transportation	400/month	400
Promotion / Publicity	0	0
<i>Other Expenses:</i>		
1.		
2.		
TOTALS:	7000.00	7000.00

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	7000.00
<i>Other Funding Sources:</i>	
Other Public Grants	
Private Foundations	5000.00
Corporation Contributions	6500.00
Concessions / Ticket Sales	500.00
Promotion Sales / Advertisements (Other Cash)	
<i>Other Funding Subtotal:</i>	
TOTALS:	19000.00

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT ("Agreement"), is made and effective as of _____, 2023 (the "Effective Date"), by and between the City of Arroyo Grande, a municipal corporation ("Grantor"), and the _____, a non-profit 501(c)(3) corporation ("Grantee").

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as "Exhibit A" and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. PAYMENT OF GRANT FUNDS

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. REIMBURSEMENT FOR IMPROPER EXPENDITURES

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. STATUS

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. TERMINATION FOR CAUSE

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of Positive Ride Jams non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/22/22

Signature:

Travis Jecker

Executive Director or Designee

Gary Hale

Board of Director or Officer

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

OCT 02 2019

POSITIVE RIDE JAMS INC
1390 FAIRWAY DR
SAN LUIS OBISPO, CA 93405-0000

Employer Identification Number:

DLN:

26053670002479

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

509(a)(2)

Form 990/990-EZ/990-N Required:

Yes

Effective Date of Exemption:

June 20, 2019

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

POSITIVE RIDE JAMS INC

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements




December 9th, 2022

City of Arroyo Grande
Community Development Department
Community Service Grant Committee

Dear Mr. Perez,

Enclosed please find Shower the People's application for the City of Arroyo Grande's Community Service Grant. Thank you for the opportunity to apply for this grant funding.

Sincerely,



Gwen Watkins
President
Shower the People

showerthepeopleslo.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: SHOWER THE PEOPLE
(local branch)

Mailing Address: 1133 Vard Loomis Ln
City: Arroyo Grande State: CA Zip: 93420

Physical Address: same
(if different from Mailing Address)
City: _____ State: _____ Zip: _____

Fund Amount Requested: \$ 10,000

Previous Funds Received? Yes No If Yes, Year Received: FY 2021- 22
Amount Received: \$7,500

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Gwen Watkins

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: same as above
(if different from Executive Director)

Email Address: _____

Phone Number: _____

Program or Service Title: Shower the People

Brief description of the proposed program or service (50 words or less):

Shower the People (STP) is an all-volunteer mobile shower program that provides access to a free, hot shower to the homeless in our community. STP currently has 4 shower sites: People's Kitchen in Grover Beach every Wednesday, SLO Library every Sunday, and the Unitarian Universalist Church every Tuesday and Thursday. STP has provided over 5,400 showers to date this year. That is almost double the amount of showers we provided in 2021. The need for showers for the homeless is great. The City of Arroyo Grande's Community Service Grant funding will be used to fund our current ongoing shower operations. In addition, Shower the People's plan is to add an additional shower site in Grover Beach in the spring of 2023.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

Attachment B: Program Information

Organization Description:

Shower the People is an all-volunteer, locally based mobile shower program that provides access to a free shower to the homeless in our community. Our mobile shower program started at the end of 2017 at South County's People's Kitchen in Grover Beach. For 5 years with the exception of 2 months in 2020 where we stopped operations and reorganized due to the pandemic, our Grover Beach site has been an ongoing active and reliable spot for the homeless to shower. In addition to South County, we've gradually added 3 shower sites in downtown San Luis Obispo. All of our current sites are at capacity, providing 20 to 30 showers a day, 4 days a week.

Our mobile shower trailer has three fully contained private shower units, each with a toilet, mirror and shower. Each guest is able to take a 15 minute shower after which the unit is thoroughly cleaned, sanitized and prepared by our volunteers for the next guest. Our shower guests receive a new T-shirt, new boxers, new socks, a toothbrush/toothpaste, comb and razor. The towels and washcloths are provided to us every week by the Arroyo Grande Community Hospital. We use biodegradable soap and shampoo.

We believe a shower not only helps individuals to be clean and presentable but that it also lifts their mood and their outlook on life. Some of our regular shower guests hold jobs.

Mission:

The mission of Shower the People is to provide access to a hot shower to the homeless in the community.

Program Summary:

Through November 2022, STP has provided without incident 5,380 showers for the homeless in our community. STP shower sites provide welcoming, safe, clean and reliable places for our guests to shower and for our volunteers to work. By adding an additional site in Grover Beach we are on track to providing 6,000+ showers in 2023.

How is the Program beneficial to Arroyo Grande residents?

The 2022 Point-in-Time census of the homeless found 80% of the individuals canvased were unsheltered; living in the streets, encampments and in cars. The count indicated that 115 individuals were camping in the immediate area around South County. We believe the number to be higher than what the survey found.

There aren't any freely accessible public showers available for the unsheltered individuals in our community. Offering a person the opportunity to shower is a simple step to improve that person's life. Being clean better allows folks to access stores, services, churches, apply for jobs or training opportunities, to find housing or to return to their family.

How is local need for this program determined?

STP offers showers at People's Kitchen in Grover Beach every Wednesday. In November of this year we provided 120 showers at this location alone. The total number of showers for this location through November of this year has been 933. Our data shows that 95 have been first time shower takers, 79 Veterans, 782 men and 151 women. Most are between that ages of 25 and 64.

STP is in the planning stages of opening an additional site at the People's Kitchen location thereby giving the homeless individuals in the area an opportunity to shower two times a week.

Describe the organizational capacity to successfully carry out shower activities:

Shower the People is an all-volunteer program. Currently we have 40 volunteers. Most of our volunteers work at our sites, but other folks help in numerous ways; by ordering and storing the products we give away, maintaining our trailer and van, working on communications and our social media, and by collecting and formatting our data. Each shower site has a driver, supervisor, intake person and 3 cleaners.

Shower the People is governed by a Board of Directors made up of 7 members of our community (see attached).

Attachment C: Scope/work plan and budget worksheet

Scope of Work and Plan:

The 2022-23 goal of Shower the People is to continue our shower program serving the homeless at our current sites. We are planning to add an additional site in the spring of 2023 at People's Kitchen in Grover Beach. STP currently has a busy Wednesday site at the location and we see a need for one additional day at that location. Our preference is always to allow individuals to shower routinely, two times a week would be ideal for our shower guests at our Grover Beach site.

Shower the People collects data at every site. Our data indicates the # of showers given, the gender, age and veteran's status of every guest. This data is shared quarterly with the county, cities, local grantors and donors, as well as with our partners and our volunteers. According to our current data STP will have given over 5,500 showers in 2022. Our goal is to meet or exceed that number in 2023.

Program Objectives:

To continue our shower program at its current sites, add an additional site in Grover Beach and keep the number of showers provided to the unsheltered at 5,000 or more per year.

Timeline:

January to December 2023.

Evaluation:

STP will provide biannual data updates to the city including the number of showers given, and the gender, veteran's status and age range of our shower guests.



SHOWER THE PEOPLE

2023 Budget

January - December 2023

	TOTAL
Revenue	
Total Revenue	
GROSS PROFIT	\$0
Expenditures	
3000 Tshirts	9,000
3010 Boxers / Underwear	9,000
3020 Socks	1,500
3030 Toothbrush/Toothpaste/Comb/Razor/Feminine	1,000
3040 Propane	1,000
3050 Cleaning Supplies / Gloves	1,250
3060 Soap/Shampoo/Toilet Paper	750
3070 Van/Trailer Maintenance and Repairs	3,000
3080 Gasoline	4,000
3110 Van / Trailer Insurance	5,500
3130 Volunteer Recognition / Training	1,500
3140 Volunteer Tshirts	500
3150 General Liability Insurance	4,500
3160 Communications / Internet / Software	2,000
3170 Office/General Administrative Expenditures	2,500
3180 COVID PPE EXPENSES	3,000
Total Expenditures	\$50,000
NET OPERATING REVENUE	\$ -50,000
NET REVENUE	\$ -50,000

SHOWER THE PEOPLE

Anticipated Funding for 2023:

City of San Luis Obispo - \$15,000

City of Arroyo Grande - \$10,000

City of Pismo Beach - \$5,000

Unitarian Universalist Church - \$2,000

St Patrick's Catholic Church - \$1,300

St Barnabas Presbyterian Church - \$1,500

1st Presbyterian Church SLO - \$1,000

Nipomo Community Presbyterian Church - \$300

St Steven's Church - \$300

Congregation Beth David - \$300

Individual donations – unknown

San Luis Obispo County Human Relations Grant - \$15,000

**Shower the People
Board of Directors**

Gwen Watkins President of the Board (3 hours/week)

Arroyo Grande, 93420

- Retired
 - RN Stanford Children's Hospital (Lucile Packard) for 35 years
 - Nurse Administrator for Stanford (Packard) Children's Clinics
 - Senior Project Manager for Stanford Children's Hospital (Packard) – Administrator

Gary Petersen Board Treasurer (1 hour/week)

Arroyo Grande, 93420

- Retired
 - Pacific Gas and Electric Nuclear Power Operations (25 years)
- Current
 - Founding Board member and Treasurer of The Family Center, Arroyo Grande
 - South County People's Kitchen Team Member

Jean Conde, Board Secretary (1/2 hour a week)

Arroyo Grande 93420

- Dean of Students, Notre Dame de Namur University, Belmont, CA, Retired
- Director of Housing and Residential Life, Cal State Stanislaus, Retired

Sue Andersen Board Member (1/2 hour/week)

Nipomo, 93444

- President and CEO of Dignity Health
 - Arroyo Grande Community Hospital
 - Marian Regional Medical Center

Aracelli Astorga, Board Member (1/2 hour/week)

Arroyo Grande, 93420

- Assistant Director of Libraries
- County of San Luis Obispo Public Libraries, San Luis Obispo, CA
- 2017 - Present

**Shower the People
Board of Directors**

**Rick Grether, Operations Manager and Board Member (8 hours/week)
Shell Beach, 93449**

- Retired
 - Pilot for United Airlines
- Current
 - Manages operations for Shower the People including all mechanical work, driver training, daily site operations and volunteers

**Luke Rawlings MD, Board Member (2 hours a Month)
San Luis Obispo 93401**

- Dignity Health Marian Regional Hospital, staff physician - Present
- Physician member of Dignity Health Street Medicine Team - Present
- Emergency Room – Mee Memorial Hospital, King City - Present

ATTACHMENT E: PROOF OF NON-PROFIT STATUS


I. SUPPLEMENTAL DOCUMENTATION:

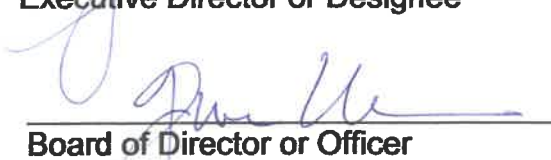
Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of Showen the People non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/9/22 Signature: 
Executive Director or Designee


Board of Director or Officer

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAY 24 2017

SHOWER THE PEOPLE
1133 VARD LOOMIS LN
ARROYO GRANDE, CA 93420-0000

Employer Identification Number:

DLN:

26053538003337

Contact Person:

CUSTOMER SERVICE

ID# 31954

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Form 990-PF Required:

Yes

Effective Date of Exemption:

May 16, 2017

Addendum Applies:

No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 1076

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT ("Agreement"), is made and effective as of _____, 2023 (the "Effective Date"), by and between the City of Arroyo Grande, a municipal corporation ("Grantor"), and the _____, a non-profit 501(c)(3) corporation ("Grantee").

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as "Exhibit A" and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. PAYMENT OF GRANT FUNDS

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. REIMBURSEMENT FOR IMPROPER EXPENDITURES

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. STATUS

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. TERMINATION FOR CAUSE

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By:  _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

The 2022-23 Arroyo Grande Community Service Grant Program is intended to provide monetary grants to eligible community non-profit organizations. The City recognizes the value of such groups, which provide specialized social service, educational, cultural, beautification, and recreation programs and projects that benefiting Arroyo Grande citizens. Grants will be awarded in minimum amounts of not less than \$250.

Funding for 2022-23 Community Service Grant Program is \$82,065.

ELIGIBILITY STANDARDS

To be eligible to apply for grant monies under the City's 2022-23 Community Service Grant Program, a community organization must satisfy the following standards:

- Operate as a non-profit 501c3;
- Serve the Arroyo Grande community;
- Use funds to directly provide* a social service, educational, cultural, beautification, or recreation program or project to Arroyo Grande residents and/or businesses;
- Not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition, or age; and
- Not use grant monies specifically for religious activities.
- American Rescue Plan Act (ARPA) funds are restricted to organizations impacted by the COVID-19 pandemic. See page 4 for more information.

* "Directly provide" means that the community non-profit organization conducts the social service(s) or cultural program(s) itself rather than through a separate entity to which it sub-awards grant monies.

Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

All interested non-profit organizations must complete an application form, including the following:

1. Attachment A: Cover Sheet

- a. Organization/Agency Name (applicant is required to list the local branch if it represents a national or statewide organization)
- b. Program or Service Title
- c. Executive Director and Program Contact Person (if different)
- d. Physical Address and Mailing Address (if different)
- e. Phone Number
- f. Email Address(es)
- g. Amount of funds being requested
- h. If applicable, funds received in prior year (or most recent year when funds were received)

- i. A brief (50 words or less) description of the proposed program or service
- j. Indicate if your organization has been affected by the COVID-19 pandemic

2. Attachment B: Program/Service Information

- a. Briefly describe your organization and its mission.
- b. Summarize your proposed program or service.
- c. How is the program or service beneficial to Arroyo Grande residents?
 - i. How is local need for this program/service determined?
 - ii. Approximate number of City of Arroyo Grande residents served by the non-profit organization.
- d. Describe your organizational capacity to successfully carry out the proposed activities (i.e. past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives).

3. Attachment C: Scope of Work or Work Plan and Budget Worksheet

4. Attachment D: Signed Agreement with the City of Arroyo Grande (to be fully executed upon grant award).

5. Attachment E: Proof of 501(c)(3) status with a copy of the letter from the IRS.

Completed applications forms, along with supplemental documents must be submitted by **5:00 p.m., Thursday, December 22, 2022** addressed to:

City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

Applications are encouraged to be submitted electronically.

Electronic signatures are accepted.

Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: Court Appointed Special Advocates (CASA) of San Luis Obispo County Inc.
(local branch)

Mailing Address: 75 Higuera Street, Suite 180
City: San Luis Obispo State: CA Zip: 93401

Physical Address:
(if different from Mailing Address) _____
City: _____ State: _____ Zip: _____

Fund Amount Requested: \$ 5,000

Previous Funds Received? Yes No If Yes, Year Received: FY21-22
Amount Received: \$5,000

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Marina Bernheimer

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact: Sarah DeYoung
(if different from Executive Director)

Email Address: [REDACTED]

Phone Number: [REDACTED]

Program or Service Title: General CASA Program Support

Brief description of the proposed program or service (50 words or less):

Each CASA volunteer is that trusted, stable, and kind adult that every child needs and deserves, regardless of their challenges or behaviors. In 2022, our Program Team supported 174 volunteers assigned to 240 children in the foster care system in SLO County.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

Despite the COVID-19 pandemic's barriers and setbacks, CASA volunteers continued to support and advocate for their assigned children without interruption, and we transitioned the in-person component of our initial training to a Zoom format. Volunteer retention suffered somewhat, but the most significant impact of the pandemic to SLO CASA was a dramatic decline in private fundraising and the cancellation of five different in-person fundraising events since March 2020.

We were able to resume holding in-person fundraising events in May of 2022 and have made good progress in recouping lost income.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

CASA volunteers are trained to gather information and focus their advocacy (primarily in reports to the court) to cover the needs of the whole child, including placement, physical and mental health, education, permanency, and well-being. In 2022, all 174 volunteers received coaching and ongoing support from one of SLO CASA's Advocate Supervisors.

Other key activities for 2022 included recruiting, screening, training, and swearing in 50 new CASA volunteers, upgrading our Infant and Toddler program and Mentor program, delivering 14 "in-service" trainings provided by local service agency experts, and identifying additional training and support needed for volunteers who are serving especially high-risk children and youth.

Mission Statement:

CASA of San Luis Obispo County (SLO CASA) advocates for the best interests of abused and neglected children within the court system. CASA recruits, trains, and supervises volunteers who advocate for this vulnerable population with the goal of ensuring that each and every child grows up in a safe, nurturing, and permanent home.

We are committed to providing a trained and competent CASA volunteer for every abused and neglected child in the foster care system in San Luis Obispo County who wants or needs one.

Program or Service Summary:

List Area(s) Served by the Organization:

SLO CASA is accredited by the National CASA/GAL Association, and designated by the San Luis Obispo Superior Court, to serve all children and youth who are subject to the jurisdiction of the Juvenile Dependency Court in San Luis Obispo county and ordered to be placed in foster care. While the majority of children are placed with relatives or foster parents in communities within the county, a small percentage of children are placed outside of the county. Our volunteers almost exclusively live and work in the county, and in 2022, approximately 12% of them resided in Arroyo Grande.

Summary of Program/Service

Interviewing and Training New CASA Advocate Volunteers:

All of SLO CASA's child Advocates are volunteers; they are the foundation of our work to serve marginalized victims of child abuse and neglect.

Volunteers are required to attend an information session, submit a detailed application and three references, be fingerprinted and screened via an extensive background check, and interviewed by CASA staff. Only those who pass the interview and screening are admitted into one of our training classes.

Applicants who are admitted to one of our training classes are required to complete 40 hours of in-person and online training. A critical component of this training is learning how to use a strengths-based and trauma-informed approach when working with children and families in crisis.

When trainees have completed training, they are sworn in as officers of the SLO County dependency court and assigned to a child or sibling group. Under the supervision of their Advocate Supervisor, a CASA volunteer provides one-on-one support for children and youth throughout the life of their child welfare case.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: Approx. 40

- Description:

As noted above, SLO CASA is accredited by the National CASA/GAL Association, and designated by the San Luis Obispo Superior Court, to serve all children and youth who are subject to the jurisdiction of the Juvenile Dependency Court in San Luis Obispo county and ordered to be placed in foster care. While the majority of children are placed with relatives or foster parents in communities within the county, a small percentage of children are placed outside of the county.

In 2022, our Program Team supported 174 volunteers assigned to 240 children in the foster care system in SLO County, approximately 15% of whom resided in Arroyo Grande. Our volunteers almost exclusively live and work in the county, and in 2022, approximately 12% of them resided in Arroyo Grande.

How is local need for this program or service determined?

When trainees have completed training, they are sworn in as officers of the SLO County dependency court and assigned to a child or sibling group. Assignment is based on a number of considerations, including age, gender and geographical preferences. However, the needs of each individual child are the most important consideration.

While it has always been the case that a percentage of the children we serve have had special needs and required more intensive services, changes in state and federal law, as well as societal trends—such as the rise in opioid addiction and overdoses—have led to an increase in the number of high-risk children.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: 10 Number of Part Time Staff: 4
Number of Volunteers: 174

- Description:

SLO CASA was founded in 1993 and has 30 years of experience recruiting, training, and supervising volunteers whose goal is to ensure that victims of child abuse and neglect grow up in a safe, nurturing, and permanent home. SLO CASA is an accredited member of the National CASA/GAL Association and recently passed an extensive National CASA/GAL assessment. We are committed to providing a trained and competent volunteer for every abused and neglected child in the foster care system in SLO County who wants or needs one. For our staff, we have adopted a values statement that includes teamwork, integrity, a spirit of cooperation with community agencies, and a child-centered and child respectful approach to our mission. We are committed to creating an efficient and effective organization that is financially viable, professionally credible and visible, and reliably and consistently excellent. For our volunteers, we have identified eight building blocks that represent common skills that our strongest advocates share.

ATTACHMENT C: SCOPE/WORK PLAN AND BUDGET WORKSHEET

Scope of Work or Work Plan

When completing this worksheet, refer to the following questions:

- A. What are the objectives? What is the program or service aiming to accomplish?
- B. How will those goals be achieved, and in what timeframe?
- C. What is the evaluation methodology for measuring results? How can results be quantified and observed?
- D. Results should be meaningful, measurable, and demonstrate the difference the proposed project makes, or is intended to make, in the lives of the people within the program or receiving the service.
- E. Output results show the amount of work performed or services received.
- F. Outcomes show the quality of the performance and answer the questions: who is better off by providing this program or service? What percentage of residents are assisted or are benefitting from this program or service?

Program/Service Objectives:	Major Tasks to Complete (to achieve associated goal)	Timeline	Evaluation Methodology
50 New CASA Volunteers in 2023	Recruit, screen and interview applicants	1/1/23 - 12/31/23	Interview and background checks passed
	Deliver 40 hours of initial training	1/1/23 - 12/31/23	Completion of all training requirements
	Swear in new volunteers as officers of the court	1/1/23 - 12/31/23	No "red flags"/ready to be assigned to case
	Assign to foster children and youth	1/1/23 - 12/31/23	Successful first 90 days in assignment

Program Service OUTPUTS:

In 2022, we held 17 Information Sessions attended by 47 community members and interviewed 47 applicants. We trained 50 new CASA volunteers and assigned CASAs to 74 children. Our Program Team supported 174 volunteers assigned to 240 children in the foster care system in SLO County, approximately 15% of whom resided in Arroyo Grande.

For 2023, we are transitioning the in-person component of our initial training classes from a Zoom to a live, in-office format in order to better equip our new CASA volunteers and to provide a better sense of community. We have scheduled weekly information sessions and 4 initial training sessions for 2023, with the goal of again swearing in and supporting 50 new CASA volunteers who will be assigned to approximately 75 children in the foster care system in San Luis Obispo county.

Program Service OUTCOMES:

As noted above, CASA volunteers are trained to gather information and focus their advocacy (primarily in reports to the court) to cover the needs of the whole child, including physical and mental health, education, permanency, and wellbeing. At a 2022 volunteer appreciation event, the Dependency Court judge for San Luis Obispo County, Judge Linda Hurst, thanked CASA volunteers for being her "eyes and ears." She told them she reads every one of their court reports and recognized how crucial their role is in helping her determine what is in the best interest of the children for whom she is responsible. "Lives have been changed because of you," she said.

Retention of trained, experienced, and competent volunteers is a top priority for SLO CASA. After a case closes, CASA staff work with the volunteer to identify another child to be assigned to them. In 2021, volunteers stayed with our program for an average of 37 months.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees	\$30,000	\$4,500
Artistic Salaries & Fees	(\$600/trainee)	(15% of proposed cost)
<i>Other Salaries & Fees</i>		
1.	\$3,750	\$500
2.	(\$50/interviewee)	(15% of proposed cost)
Equipment		
Supplies / Materials		
Travel / Transportation		
Promotion / Publicity		
<i>Other Expenses:</i>		
1.		
2.		
TOTALS:	\$33,750	\$5,000

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	\$5,000
<i>Other Funding Sources:</i>	
Other Public Grants	50% of total agency budget
Private Foundations and Individual Contributions	21% of total agency budget
Corporation Contributions	6% of total agency budget
Concessions / Ticket Sales	6% of total agency budget
Promotion Sales / Advertisements (Other Cash)	N/A
<i>Other Funding Subtotal:</i>	\$28,012.50
TOTALS:	\$33,012.50

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of CASA of San Luis Obispo County non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/20/2022

Signature: *Maryna Bernheimer*
Executive Director or Designee

MA Stone
Board of Director or Officer

Copy of 501(c)(3) Status IRS Determination Letter

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: NOV 05 1997

Employer Identification Number:

DLN:

17053186738007

Contact Person:

ANNA YORK

Contact Telephone Number:

(513) 684-3957

Our Letter Dated:

January 1994

Addendum Applies:

No

COURT APPOINTED SPECIAL ADVOCATES
OF SAN LUIS OPISBO COUNTY INC
550 FOOTHILL BLVD
SAN LUIS OPISBO, CA 93405

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(1) and 170(b)(1)(A)(vi).

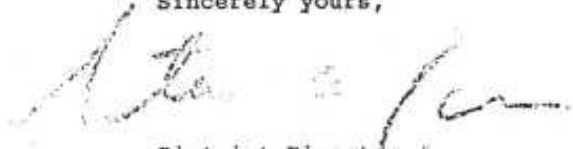
Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(1) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(1) organization.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



District Director



ARROYO GRANDE COMMUNITY SERVICE GRANT PROGRAM

GRANT APPLICATION

FISCAL YEAR 2022-23

PROGRAM DESCRIPTION

The 2022-23 Arroyo Grande Community Service Grant Program is intended to provide monetary grants to eligible community non-profit organizations. The City recognizes the value of such groups, which provide specialized social service, educational, cultural, beautification, and recreation programs and projects that benefiting Arroyo Grande citizens. Grants will be awarded in minimum amounts of not less than \$250.

Funding for 2022-23 Community Service Grant Program is \$82,065.

ELIGIBILITY STANDARDS

To be eligible to apply for grant monies under the City's 2022-23 Community Service Grant Program, a community organization must satisfy the following standards:

- Operate as a non-profit 501c3;
- Serve the Arroyo Grande community;
- Use funds to directly provide* a social service, educational, cultural, beautification, or recreation program or project to Arroyo Grande residents and/or businesses;
- Not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability, medical condition, or age; and
- Not use grant monies specifically for religious activities.
- American Rescue Plan Act (ARPA) funds are restricted to organizations impacted by the COVID-19 pandemic. See page 4 for more information.

* "Directly provide" means that the community non-profit organization conducts the social service(s) or cultural program(s) itself rather than through a separate entity to which it sub-awards grant monies.

Please provide all required information and attachments.

Incomplete applications will be disqualified.

APPLICATION PROCESS AND DEADLINE:

All interested non-profit organizations must complete an application form, including the following:

1. Attachment A: Cover Sheet

- a. Organization/Agency Name (applicant is required to list the local branch if it represents a national or statewide organization)
- b. Program or Service Title
- c. Executive Director and Program Contact Person (if different)
- d. Physical Address and Mailing Address (if different)
- e. Phone Number
- f. Email Address(es)
- g. Amount of funds being requested
- h. If applicable, funds received in prior year (or most recent year when funds were received)

- i. A brief (50 words or less) description of the proposed program or service
- j. Indicate if your organization has been affected by the COVID-19 pandemic

2. Attachment B: Program/Service Information

- a. Briefly describe your organization and its mission.
- b. Summarize your proposed program or service.
- c. How is the program or service beneficial to Arroyo Grande residents?
 - i. How is local need for this program/service determined?
 - ii. Approximate number of City of Arroyo Grande residents served by the non-profit organization.
- d. Describe your organizational capacity to successfully carry out the proposed activities (i.e. past performance and history of the organization will be considered to assess the agency's prospects for achieving its goals and objectives).

3. Attachment C: Scope of Work or Work Plan and Budget Worksheet

4. Attachment D: Signed Agreement with the City of Arroyo Grande (to be fully executed upon grant award).

5. Attachment E: Proof of 501(c)(3) status with a copy of the letter from the IRS.

Completed applications forms, along with supplemental documents must be submitted by **5:00 p.m., Thursday, December 22, 2022** addressed to:

City of Arroyo Grande
Community Development Department
Andrew Perez, Planning Manager
300 E. Branch Street
Arroyo Grande CA 93420

OR SUBMITTED ELECTRONICALLY TO

aperez@arroyogrande.org

Applications are encouraged to be submitted electronically.

Electronic signatures are accepted.

Please download and save this application packet to your computer. This is a fillable PDF, and applicants are encouraged to complete this packet electronically. Alternatively, applicants may print and complete this packet by hand, and either scan and submit electronically to the email address above or mail the hard copy to the above listed address.

For questions please contact:

Andrew Perez
Planning Manager
(805) 473-5425
aperez@arroyogrande.org

ATTACHMENT A: COVER SHEET

Organization/Agency Name: TalentDreams
(local branch)

Mailing Address: 1375 E Grand Ave Ste 103
City: Arroyo Grande State: CA Zip: 93420

Physical Address:
(if different from Mailing Address) _____
City: _____ State: _____ Zip: _____

Fund Amount Requested: \$ 12,000

Previous Funds Received? Yes No If Yes, Year Received: _____
Amount Received: _____

Tax ID Number: [REDACTED]

Has your organization been affected by COVID-19? Yes No

Executive Director: Lili Sinclair

Email Address: [REDACTED]

Phone Number: [REDACTED]

Grant Program Contact:
(if different from Executive Director) _____

Email Address: _____

Phone Number: _____

Program or Service Title: TalentDreams Mentoring Program

Brief description of the proposed program or service (50 words or less):

TalentDreams is an online mentoring program serving young people ages 15-22, particularly those tackling the challenges and tribulations adolescence can bring. Through our mission, we strive to empower the youth of our community to tap into their potential and develop the confidence to live their purpose.

On October 12, 2021 City Council authorized \$57,065 of funding from the American Rescue Plan Act (ARPA) received by the City to supplement the \$25,000 budgeted for the FY 2021-22 and FY 2022-23 Community Service Grant Programs.

To be awarded grant money from the ARPA funds, an eligible applicant needs to describe how the public health emergency negatively impacted their organization's financial condition. Please include a thorough description of the negative impacts experienced by your organization as a result of the COVID-19 pandemic, and include documentation if possible.

The process of getting our 501(c)(3) status from the IRS was significantly drawn out as a result of the COVID-19 pandemic and delayed by almost a year. In turn, this had a significant negative impact on our ability to raise money which means we ' ll be going into 2023 with a substantial lack of operating funds and will rely on H1 fundraising efforts to ensure our ability to operate.

ATTACHMENT B: PROGRAM/SERVICE INFORMATION

Organization Description *(include summary of community services provided):*

TalentDreams is an online mentoring platform that connects Members with Mentors. We believe that community and purpose play a key role in a young person's life, and that having access to mentors can make a huge difference in the lives and development of our youth and young adults. We want everyone to have an equal chance of achieving their potential regardless of gender, race, background or any other factor.

TalentDreams is committed to serving youth and young adults ages 15-22. Particularly those tackling the challenges, trials, and tribulations adolescence and early adulthood can often bring. Through our mission, we strive to empower the youth of our community to tap into their potential and develop the confidence and skills to become the leaders they were born to be.

The relationship between the Member and Mentor helps create a support system that improves the Member's connection to their community. By establishing this connection the feelings of confusion, isolation, and uncertainty begins to diminish. This helps the Member move forward on a path that will create connection, purpose, and fulfillment.

Mission Statement:

To inspire, enrich, and mentor young people so they can discover, embrace and express their talent and pursue their dreams.

Program or Service Summary:

List Area(s) Served by the Organization:

Since the pandemic, youth and young adults have suffered dramatically. According to the American Psychological Association (APA), no other generation has had higher levels of anxiety than people between the ages of 13-23. For those 18-23, more than 7 in 10 describe themselves as miserable or unhappy (depressed). According to The Washington Post, 44% of high school students admitted persistent feelings of sadness and hopelessness, and 20% reported considering suicide. Arroyo Grande has a high school filled with students and general population in these age ranges that can benefit from TalentDreams.

Summary of Program/Service

We want to create a place for the youth of our community, where they can meet like-minded peers and mentors, discover their passions and talents, and surround themselves with a network of supporters who believe in them.

TalentDreams provides Dreamers (members) with unique access to a network of Mentors. Dreamers are youth and young adults from ages 15-22. Mentors are invaluable resources and committed to serving our community of Dreamers.

TalentDreams is an online mentoring platform that connects Members, with Mentors. We believe that community and purpose play a key role in a young person's life, and that having access to mentors can make a huge difference in the lives and development of our youth and young adults. We want everyone to have an equal chance of achieving their potential regardless of gender, race, background or any other factor.

How is the program or service beneficial to Arroyo Grande residents?

Number of Arroyo Grande Residents Served: 4,000

- Description:

As of the US Census data from July 1, 2021, Arroyo Grande has a population of approximately 18,500 residents, and 15% of them are 6-18 years old. We estimate there are roughly 4,000 residents who could be members. Much of that population has been shown to be achieving below their potential. Through mentorship TalentDreams can help support these students in need. The Career Counselor at a local high school says TalentDreams fills a void that helps them in supporting students.

How is local need for this program or service determined?

USA News reported that Arroyo Grande High School (AGHS) has 52% of students economically disadvantaged. According to the Public School Review, AGHS scored 42% lower in math scores and 37% lower in reading scores than SLOHS. This is dramatic.

The CDC reported in the 2019 Youth Risk Behavior Survey that 29% of high school students drank alcohol in the past 30 days. Alcohol caused 3,900 deaths among people under 21, and suicide is the 3rd leading cause of death. The National Center for Drug & Alcohol Abuse says opioid deaths increased 500% for 15-19 since 1999. Between 2016-2020 overall drug use for 8th graders went up 61%. Any student who signs up will have access to our mentorship program at no cost to them.

Describe your organizational capacity to successfully carry out the proposed activities.

Number of Full Time Staff: 2 Number of Part Time Staff: 2

Number of Volunteers: 10

- Description:

We are considering a potential partnership with the Central Coast Kids Boys & Girls Club. A very successful sister program that is celebrating their 25 year anniversary this year is Step Up, a mentoring program that focuses on females ages 14-23. Reese Witherspoon recently gave a multi-million dollar donation to them. Step Up is also interested in potentially working together.

We did our first on campus event at a local high school and had 25 students sign up for TalentDreams. In the past few months, we have received a \$5,000 grant from another foundation, as well as \$5,000 from Miner's Hardware, a local business that has been serving the community for 40+ years. Through our website we have currently raised approximately \$15,000. The community sees the value in what we are doing at TalentDreams and support our efforts in helping the young people of Arroyo Grande.

Program Service OUTPUTS:

I'm not sure I understand this question. The output of TalentDreams is providing an online mentoring platform for ages 15-22.

TalentDreams is an online mentoring platform that connects Members, with Mentors. We believe that community and purpose play a key role in a young person's life, and that having access to mentors can make a huge difference in the lives and development of our youth and young adults. We want everyone to have an equal chance of achieving their potential regardless of gender, race, background or any other factor.

Program Service OUTCOMES:

TalentDreams is an online mentoring platform that connects Members with Mentors. We believe that community and purpose play a key role in a young person's life, and that having access to mentors can make a huge difference in the lives and development of our youth and young adults. We want everyone to have an equal chance of achieving their potential regardless of gender, race, background or any other factor.

TalentDreams is committed to serving youth and young adults ages 15-22. Particularly those tackling the challenges, trials, and tribulations adolescence and early adulthood can often bring. Through our mission, we strive to empower the youth of our community to tap into their potential and develop the confidence and skills to become the leaders they were born to be.

The relationship between the Member and Mentor helps create a support system that improves the Member's connection to their community. By establishing this connection the feelings of confusion, isolation, and uncertainty Members begin to diminish. This helps the Member move forward on a path that will create connection, purpose, and fulfillment.

Budget Worksheet

Complete this Worksheet for the specified program or service.

PROGRAM/SERVICE PROPOSED EXPENSES

Line Item	Proposed Cost	Proposed Grant Funding Amount
Administrative Salaries & Fees / Fiscal Agent Fees	\$150,000	\$5,000
Artistic Salaries & Fees		
<i>Other Salaries & Fees</i>		
1.		
2.		
Equipment	\$12,000	\$5,000
Supplies / Materials	\$5,000	
Travel / Transportation	\$2,000	
Promotion / Publicity	\$12,000	\$2,000
<i>Other Expenses:</i>		
1.	\$2,000	
2.	\$4,000	
TOTALS:		

PROGRAM/SERVICE PROPOSED INCOME

	Cash Amount
Arroyo Grande Community Service Grant Amount Requested	\$12,000
<i>Other Funding Sources:</i>	
Other Public Grants	\$30,000
Private Foundations	Unknown
Corporation Contributions	\$10,000
Concessions / Ticket Sales	\$5,000
Promotion Sales / Advertisements (Other Cash)	\$30,000
<i>Other Funding Subtotal:</i>	\$75,000
TOTALS:	\$87,000

ATTACHMENT D: DRAFT FUNDING AGREEMENT

THIS ARROYO GRANDE COMMUNITY SERVICE GRANT FUNDS AGREEMENT (“Agreement”), is made and effective as of _____, 2023 (the “Effective Date”), by and between the City of Arroyo Grande, a municipal corporation (“Grantor”), and the _____, a non-profit 501(c)(3) corporation (“Grantee”).

RECITALS

WHEREAS, Grantor has established the Arroyo Grande Community Service Grant Program to provide grant funding to local, non-profit 501c3 corporations that provide public service programs; and

WHEREAS, on _____, 2023, the Arroyo Grande City Council held a public hearing to consider the applications for the Arroyo Grande Community Service Grant Program;

WHEREAS, Grantee is a local, non-profit 501c3 corporation that provides a public service program and was approved by the City Council for participation in the 2022-2023 Arroyo Grande Community Service Grant Program.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. **TERM**

This Agreement shall commence on the Effective Date and shall remain and continue in effect until all requests for reimbursement described in Section 3 are processed, or unless sooner terminated pursuant to the provisions of this Agreement.

2. **SERVICES**

(a) The Arroyo Grande Community Service Grant Program Application, attached hereto as “Exhibit A” and incorporated herein by this reference, identifies the description of community services to be performed by Grantee during the implementation of this Agreement. Grantee agrees that any funds received from Grantor may only be used to provide the community services set forth in Exhibit A.

(b) Grantee agrees to the following requirements in administering the community services set forth in Exhibit A:

- (1) Grantee will at all times during the duration of this Agreement operate as a non-profit 501c3 corporation in good standing;
- (2) Provide services benefiting the City of Arroyo Grande;
- (3) Use funds provided by Grantor to directly provide a social service, educational, cultural, beautification or recreation program or project to Arroyo Grande residents and/or businesses;

- (4) Grantee will conduct or provide the community services itself rather than through a separate entity;
- (5) Grantee will not restrict participants based upon race, religion, gender, sexual orientation, marital status, national origin, ancestry, disability medical condition, or age; and
- (6) Grantee will not use funds provided under this Agreement specifically for religious activities.

3. **PAYMENT OF GRANT FUNDS**

(a) Grantee must maintain receipts for expenditures made in furtherance of the community services provided for in Exhibit A. Grantee must also prepare and submit to the City a report describing the relationship between the expenditure and the tasks and activities identified in Exhibit A. This report and the receipts described herein shall be submitted to the City with each request for reimbursement.

(b) Grantee is eligible for reimbursement for approved expenditures in an amount not to exceed a total of \$_____.

(c) All requests for reimbursement must be received by Grantor prior to June 30, 2023.

4. **REIMBURSEMENT FOR IMPROPER EXPENDITURES**

If at any time it is determined by Grantor that funds provided for under this Agreement have been used by or on behalf of Grantee in a manner or for a purpose not authorized by this Agreement, Grantee hereby obligates itself, at the Grantor's request, to pay to the Grantor an amount equal to one hundred percent of the amount improperly expended. This obligation shall survive termination of this Agreement.

5. **STATUS**

Nothing in this Agreement is intended nor shall be construed to create an employer-employee relationship or a joint venture relationship between Grantor and Grantee. Neither Grantee nor any of Grantee's agents, employees or contractors are or shall be considered to be agents or employees of Grantor in connection with the performance of Grantee's obligations under this Agreement.

6. **TERMINATION FOR CAUSE**

If Grantor determines that the Grantee has requested reimbursement for purposes that are not permitted or are prohibited under the terms and provisions of this Agreement, or if the Grantor determines that the Grantee has failed to fulfill its obligations under this Agreement in a timely and professional manner, or if the Grantee is in violation of the terms of this Agreement, then Grantor shall have the right to terminate this Agreement effective immediately upon giving written notice to Grantee.

7. **INDEMNIFICATION**

Grantee agrees to accept responsibility for loss or damage to any person or entity, and shall defend, indemnify and hold harmless Grantor, its officers, employees and agents from any and all claims and demands, liability, damages, costs, expenses, judgments (including, but not limited to attorney fees and expert witness costs) that may be asserted by any person or entity, including Grantee, arising out of or in connection with the performance by Grantee hereunder and/or the use of the City of Arroyo Grande Community Service Grant fund monies.

8. **COMPLIANCE WITH LAW**

Grantee agrees to comply with all City of Arroyo Grande, Federal and State laws and regulations applicable to Grantee. In particular, Grantee agrees to comply with the terms and conditions contained in the City of Arroyo Grande Community Service Grant Program, which is attached hereto as Exhibit "B" and incorporated herein by this reference.

9. **ASSIGNMENT**

Grantee shall not assign the performance of this Agreement, nor any part thereof, without the prior written consent of Grantor.

10. **GOVERNING LAW**

Grantor and Grantee understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the superior or federal district court with jurisdiction over the City of Arroyo Grande.

11. **ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, either oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

12. **AMENDMENTS**

Amendments to this Agreement shall be in writing and shall be made only with the mutual written consent of all of the parties to this Agreement.

13. **AUTHORITY TO EXECUTE THIS AGREEMENT**

The person or persons executing this Agreement on behalf of Grantee warrant and represent that he/she has the authority to execute this Agreement on behalf of the Grantee and has the authority to bind Grantee to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

GRANTOR

GRANTEE

By: _____
Whitney McDonald, City Manager

By: _____

Attachments:

Exhibit A- Arroyo Grande Community Service Grant Program Application

DRAFT

ATTACHMENT E: PROOF OF NON-PROFIT STATUS

I. SUPPLEMENTAL DOCUMENTATION:

Proof of 501(c)(3) status with a copy of the letter from the IRS.

II. CERTIFICATION:

I certify on behalf of TalentDreams non-profit organization, that I have read, understand and agree that the aforesaid information is accurate, factual and current. I understand that an award of funds, if granted, will be for the sole use as reflected in this application form. I further certify that as a condition of receiving funds, an agreement with the City of Arroyo Grande, in a form and content provided by the City of Arroyo Grande, will be signed and executed by a duly authorized representative of said non-profit organization.

I am aware of and certify that our non-profit organization will adhere to all City regulations regarding the 2022-23 Community Service Grant Program including, but not limited to, maintaining non-discriminatory policies, practices and intent. I also, on behalf of our non-profit organization, agree to indemnify, defend, and hold harmless the City of Arroyo Grande relative to any and all liability that may arise as a result of the use of the City of Arroyo Grande Community Service Grant Fund monies.

Date: 12/222022 Signature: Lili Sinclaire
Executive Director or Designee

Board of Director or Officer



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

TALENTDREAMS
C/O ANDREW ELLIOTT
1375 E GRAND AVE STE 103 NO 351
ARROYO GRANDE, CA 93420

Date:
08/10/2021
Employer ID number:
[REDACTED]
Person to contact:
Name: Customer Service
ID number: 31954
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
509(a)(2)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
February 26, 2021
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053527002731

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements