



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and City Council **DATE:** February 15, 2022
FROM: Matthew Bronson, City Manager
PREPARED BY: Kristin Eriksson, Deputy City Manager
SUBJECT: Adoption of Community Grants Policy

RECOMMENDATION

Adopt the Resolution approving a Community Grants Policy for providing assistance to community-based organizations to provide services or programs for Grover Beach Residents.

BACKGROUND:

In 2021, the City was allocated \$3.2 million in one-time American Rescue Plan Act (ARPA) funding over a two-year period or \$1.6 million each year. As part of the FY 2021-23 budget adoption on June 14, 2021, Council provided direction to staff to use \$100,000 of the first-year funding for nonprofit assistance grants for agencies serving Grover Beach. The City does not currently have a policy to govern the provision of funding for these types of grants. Previously the City has provided such grants on a limited basis to select social services and housing nonprofit organizations who contacted the City requesting funding assistance. This funding allocation last occurred in 2019 and staff at the time recommended that the City develop a formal policy before conducting a future grant program.

Building on this recommendation, the Council is asked to approve such a policy (see Attachment 2) to provide guidance on the award of City discretionary money, allocated to be awarded by the City Council in any budget year. The policy establishes eligibility criteria for agencies or organizations and allowable services or programs for community grant funding. The policy also establishes scoring criteria for applications for community grant funding. Staff reviewed policies in other agencies for providing nonprofit funding including Morro Bay, Arroyo Grande, and the County. Staff would note that the County is currently conducting a "Request for Applications" for community nonprofit agencies also using ARPA funding.

Pending Council approval, staff will use the approved framework in guiding the process to make recommendations to the Council to approve funding appropriations to eligible nonprofit agencies for FY 2022-23. Staff will convene a review panel, including the City Manager, Deputy City Manager and community stakeholders to score and recommend allocations to the Council this spring of up to \$10,000 per agency or organization. Due to the City's use of ARPA funding for the FY 2022-23 Community Grants program, organizations must demonstrate either that: 1) the organization was impacted by the COVID-19 pandemic; or 2) the proposed projects or programs respond to the negative economic impacts of the COVID-19 pandemic. Attachments 3, 4, and 5 show examples of the application form, grant agreement, and annual report form respectively. A tentative timeline for the FY 2022-23 Community Grants program selection process is shown in Attachment 6.

FISCAL IMPACT

There is no fiscal impact of adoption of the Resolution approving a Community Grants Policy. Any award of community grants will be brought to the Council for approval at a future meeting. The Council has allocated \$100,000 of the City's ARPA funding this year for this grant program.

ALTERNATIVES

The Council has the following alternatives to consider:

1. Adopt the resolution approving a Community Grants Policy; or
2. Provide revisions to the policy and approve the amended version; or
3. Provide alternative direction to staff.

PUBLIC NOTIFICATION

The agenda was posted in accordance with the Brown Act.

ATTACHMENTS

1. Resolution
2. Community Grants Policy
3. FY 2022-23 Community Grants Application Form
4. Sample Agreement
5. Annual Report Form
6. Timeline

RESOLUTION NO. 22-

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GROVER BEACH,
CALIFORNIA, ADOPTING A COMMUNITY GRANTS PROGRAM POLICY**

WHEREAS, the City of Grover Beach wishes to establish a Community Grant policy; and

WHEREAS, the City of Grover Beach's Community Grant Policy includes an application form, an annual performance report and a Community Grant Agreement; and

WHEREAS, the City of Grover Beach's Community Grant Policy will aid in the accountability of use of City funds which demonstrates the City's commitment to fiscal responsibility and prudent management and is consistent with Government Accounting Standards; and

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GROVER BEACH,
CALIFORNIA, DOES DECLARE, DETERMINE, AND ORDER AS FOLLOWS:**

SECTION 1. The City hereby adopts the Community Grants Policy, as set forth in Exhibit A, attached hereto and incorporated herein, is

SECTION 2. This Resolution shall take effect on the date it is approved.

On motion by Council Member _____, seconded by Council Member _____, and on the following roll-call vote, to wit:

AYES:	Council Members –
NOES:	Council Members –
ABSENT:	Council Members –
ABSTAIN:	Council Members –
RECUSED:	Council Members –

the foregoing Resolution was **PASSED, APPROVED, and ADOPTED** at a regular meeting of the City Council of the City of Grover Beach, California this 15th day of February 2022.

****DRAFT****

JEFF LEE, MAYOR

Attest:

WENDI B. SIMS, CITY CLERK



City of Grover Beach Community Grants Program Policy

Policy Statement

The City Council sets legislative financial management policies, as recommended by staff and advisory committees. Historically, the City Council has awarded community grants, when possible within budgetary constraints, to contribute toward the funding of programs conducted by non-profit organizations that actively enhance the quality of life for Grover Beach residents. This Community Grants Program Policy is designed to establish guidelines to allow for such funding, furthering City Council Goals.

Policy

1. Non-profit organizations must file a City application for the community grants funding program in accordance with the City's timeline for grant applications, which may vary from year to year. Notification of the open grant period will be provided on the City's website. Applications must be submitted to the City Manager's Office and forms are available on the City's website or at City Hall. The application format and requested information is provided as Attachment 1.
2. Public funds shall be made available only when the funds are to be expended for a community program or service that will benefit the community and residents of Grover Beach.
3. Funds will not be allocated to the following organizations and activities (so as to maintain local government impartiality towards political campaigns, religious activities and fundraising endeavors):
 - a. Political action committees, political candidates, political campaigns, or programs engaged in partisan political activity;
 - b. Any organization conducting, promoting or denigrating religious activity wherein the funds would be used for sectarian purposes;
 - c. To support an organization's fundraising event or activity;
4. Funds requested from membership-based adult organizations will not be considered if the funds requested are to be used to directly benefit its members and not the community of Grover Beach at large.
5. Requests for funding will be considered for award by the City Council only during the periods determined in this Council Policy and if submitted on the appropriate City application form.
6. Funding of a program will not constitute a precedent for contributions in subsequent years.

Eligibility

To be eligible for award of a community grant, agencies must:

1. Submit a separate, completed application form for each project or program (see Attachment 1).
2. Be incorporated as a tax-exempt nonprofit corporation (IRS 501-C) and/or exist as another government entity.
3. Operate in or provide direct services to the community of Grover Beach.
4. Demonstrate the managerial and financial capability to receive and expend grant funds.
5. Assure compliance with all applicable local, state, and federal laws including but not limited to non-discrimination requirements.

In the review panel's sole discretion, an otherwise qualified applicant (who is unable, pursuant to an articulated justification consistent with promotion of City's needs, to reasonably meet application requirements) may be granted an exception by the panel from one or more application requirements.

Programs for which funding is requested must qualify under one of the categories below:

1. **Community and Social Services:** Funding for programs and services that address identified community needs or problems (as stated in the City's General Plan, Major City Goals, or other policies). These may include, but are not limited to, the following:
 - a. Crisis Intervention and/or Centers
 - b. Health and Safety
 - c. Youth-Serving Agencies
 - d. Social service agencies and programs.
 - e. Bilingual service agencies
 - f. Low-income service agencies
 - g. Homelessness
2. **Project:** Funding for one-time projects designed to address a significant community need or problem. City funding shall be limited to a specific timeframe, usually not more than one year.

Funding Request

All applications must submit a completed City application (Attachment 1) and the following attachments unless already on file with the City:

1. Names/addresses of current Board of Directors
2. Board approved current operating budget

Evaluation/Scoring Criteria

All applications will be submitted to the Office of the City Manager, C/O of the Deputy City Manager, for consideration. The Deputy City Manager will forward all qualifying applications to a review panel comprised of City staff and community stakeholders for review and consideration. The review panel will score each qualifying application up to a possible total of 100 points, using the following criteria:

Criteria	Total Possible Points
Degree to which the program or services focus on the City of Grover Beach and its residents	25
Projected impact or outcomes	25
Alignment with Major City Goal or other Council Goals and priorities	15
Reasonableness of the proposed budget for project or services	15
Ability to leverage other funding from alternative sources	10
Organizational stability/competency	10
	100 Total Possible Points

After review, the scored applications will be presented to the City Council for their consideration. At the time of consideration and evaluation, staff will advise Council of available funding amount to be awarded. The Council will determine which applications will receive available funding and will direct staff to include that funding in the draft proposed budget.

Post Funding Application Requirements

Following award of community grant funds, the recipients will be asked to sign a City Grant Agreement (Attachment 2) stipulating the following conditions:

1. Carry adequate liability insurance naming the City of Grover Beach as additional insured as may be required by the City.
2. Not discriminate in employment or in clients served because of race, religion, national origin, sexual orientation or sex.
3. Be accountable for revenue and expenditures through standard bookkeeping procedures. An annual audit or review at the applicant's expense may be required, with the results available to the City of Grover upon request.
4. Provide access to periodic reviews by City staff and City Council for purposes of monitoring the program should the City wish to do so.
5. The funded applicant shall provide the City with a year-end report, including a full financial accounting and narrative report (Attachment 3).

The end-of-the-year report shall be in writing and submitted within 60 days after the one-year grant period. This report must include a complete financial statement detailing all expenditures of City monies for the program(s) covered under the grant and a narrative

report on the project or program and its significance. The financial and narrative report should compare actual expenditures and accomplishments with the budget and objectives cited in the original proposal.

Failure to comply with the reporting requirements by the stipulated dates may lead to termination of the grant agreement and funds being returned to the discretion of the City Council. Failure to comply with reporting requirements will also automatically exclude an agency from eligibility to receive community grant funding from the City for the following two fiscal years

6. Funded applicants must return to the City any unexpended funds at the end of the one-year period, or agreed upon project or program timeframe, or whenever the City reasonably determines that the applicant has not performed in accordance with the approved program proposal.
7. Any funds returned in accordance with this policy shall be returned to the fund from which they were allocated from.
8. City moneys shall be used only for the purpose and program(s) duly authorized and in accordance with the approved budget. Any deviation from the approved program proposal may be made only with the City's prior written approval which requires Council authority. If moneys are used outside the approved program proposal without prior written approval from the City, funds must be returned immediately to the City.



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

SECTION I: GENERAL INFORMATION**Project/Program:**

Project/Program Name: _____

Project/Program Manager Name: _____

Grant Request Amount: _____

Short Project Description (50 words or less):

SECTION II: AGENCY/ORGANIZATION INFORMATION

Agency/Organization Name: _____

Site Address: _____

Mailing Address: _____

Project/Program Contact Info:

Name/Title: _____

Phone: _____

Email: _____

General Information	
Year Established	
Name of Executive or CEO	
Number of Paid Full Time Employees	
Number of Paid Part Time Employees	

Tax Information	
Federal Employer Tax Number	
State Employer Tax Number	
Does the Agency/Organization have a not-for-profit status in the State of California?	



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

SECTION III: PROJECT/PROGRAM INFORMATION

(Note: additional pages may be added as attachments, if needed. Please indicate the section number applicable to each attached added page in the heading).

- A. Project/Program Narrative:** Please provide your agency/organization's Mission Statement and Goals, brief history, programs and population(s) serviced, organizational structure and experience with proposed grant activities. If your organization provides programs countywide, indicate the percentage of services provided in Grover Beach.



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

B. Community Need Statement: Describe briefly the demonstrated need in the Grover Beach community for the program. Cite data sources as appropriate. What local challenge or need does this grant address? How will Grover Beach residents and residents of adjacent areas and or countywide benefit? How will all eligible participants have the opportunity to participate in the program?

C. COVID-19 Response Statement: Describe how either 1) the applicant organization has been negatively impacted by COVID-19 pandemic; or 2) the proposed project or program will serve to respond to the negative economic impacts from the COVID-19 pandemic.



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

D. Project Approach: Please provide an explanation of project approach, identified strategies and anticipated outcomes. Please quantify the number of Grover Beach residents to be served. Include a list of planned activities, timeline and staff/volunteers responsible for the proposed program.

E. Outcome/Results Evaluation: Please indicate how you will evaluate or measure the outcomes or results of the proposed project or program.



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

F. Project Timeframe: Please include a timeline for the proposed project or program.

G. Collaborative Partners: Please describe any partners who will collaborate in this project/program, if any. Please provide a description of prior collaborative activities and proposed responsibilities of collaborative partners.



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

SECTION IV: PROGRAM FISCAL INFORMATION

A. Program Budget: Please complete the following summary tables to reflect the budget for your organization and program. All amounts should be rounded to the nearest dollar. Alternatively, please attach single page revenue/expense summary sheets for the program for which funds are requested and a separate summary for the organization.

Budget Summary

Budget Data	
Requested Grover Beach grant funding	\$
Total Program budget	\$
Total Organization budget	\$

Funding Summary

Revenue Source	FY 2022-23 Program Budget
Grover Beach grant:	\$
Other municipal funding Please specify:	\$
County funding Please specify:	\$
State funding Please specify:	\$
Federal funding Please specify:	\$
Fees for services	\$
Donations	\$
Reserve contingency fund	\$
All other sources Please specify:	\$
Total	\$



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

- H. Fees for Proposed Services:** Please indicate what, if any, fees are associated with the proposed project or program.
- I. Previous Funding:** If your organization has received previous funding from the City of Grover Beach for the proposed project within the last year, please provide the outcomes in measurable terms and a case example of the grant impact.
- J. Travel Expense Disclosure:** If Community Grant funds are to be used for staff travel expenses, please describe.



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

- K. Required Attachments:** Please attach the following to this application:
- a. Agency/Organization Board roster
 - b. Most recent financial statements or a copy of the agency/organization's last tax return (IRS 990)
 - c. IRS Determination Letter (confirming approval of 501(c) status)
(<http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>)
 - d. Copy of current status of the organization business form the Secretary of the State of California authorizing the organization to transact business
(<https://businesssearch.sos.ca.gov/>)
 - e. Proof of public liability insurance
 - f. Additional pages, as needed



CITY OF GROVER BEACH

FY 2022-23 APPLICATION FOR COMMUNITY GRANT FUNDING

CERTIFICATION

The applicant hereby proposes to provide the services as listed in this proposal. If this proposal is approved and funded, it is agreed that relevant federal, state, and local regulations, including nondiscrimination laws and other assurances as required by the City of Grover Beach, will be adhered to. Furthermore, I certify that the applicant is fully capable of fulfilling its obligation under this proposal as stated herein.

Grantee agrees to provide immediate written notice to the City if significant changes or events occur during the term of this award which could potentially impact the progress or outcome of the grant, including without limitation, changes in Grantee management personnel or losses of funding.

This grant is requested with the understanding that the City has no obligations to provide any, other or additional support or grants to the Grantee.

On behalf of the applicant organization, I understand and agree to the foregoing terms and conditions of the City's grant, and I hereby certify and attest to my authority to execute this agreement on Applicant's behalf.

This application and the information contained herein are true and correct and complete, to the best of my knowledge.

Date: _____, 2022

Organization Name

Executive Director

(Print Name)

GRANT AGREEMENT BY AND BETWEEN
THE CITY OF GROVER BEACH AND
[NAME OF GRANTEE]
2022-2023

THIS AGREEMENT is made and entered into this _____ day of _____, 2022, and is effective as of the 1st day of July, 2022 by and between the CITY OF GROVER BEACH, a municipal corporation of the State of California (hereinafter CITY), and [NAME OF GRANTEE], a nonprofit corporation of the State of _____ (hereinafter CONTRACTOR).

WITNESSETH

WHEREAS, CITY received a one-time allocation of American Rescue Plan Act (ARPA) fund, and;

WHEREAS, CITY appropriated funds in its Fiscal Year 2021-23 Budget for allocation to community service agencies, and;

WHEREAS, CITY desires to engage CONTRACTOR to provide services as permitted pursuant to CONTRACTOR'S non-profit purpose for the public purpose of the benefit of the residents of CITY (hereinafter "PROGRAM"), and CITY has appropriated funds for this purpose, to be utilized during the time period between July 1, 2022, and June 30, 2023;

NOW, THEREFORE, THE PARTIES AGREE, as follows:

I. COMMUNITY GRANT POLICY

The CONTRACTOR warrants that it has read and understands the CITY's Community Grant Policy Governing Community Grants attached as Exhibit A to this Agreement and incorporated herein by reference [hereinafter Community Grant Policy] and agrees that it shall be bound by that Community Grant Policy in its performance under this Agreement, with the sole exception of any express exemptions from that Community Grant Policy as provided herein. In case of any conflict between the terms of this Agreement and the Community Grant Policy, the terms of this Agreement shall take precedence.

II. PROGRAM COORDINATION

A. CITY: The CITY Manager or his/her designee, shall be the PROGRAM MANAGER and shall render overall supervision of the progress and performance of this Agreement by CITY. All services agreed to be performed by CITY shall be under the overall direction of the PROGRAM MANAGER.

B. CONTRACTOR: CONTRACTOR shall assign a single PROGRAM DIRECTOR who shall have overall responsibility for the progress and execution of this Agreement. CONTRACTOR shall timely provide notice to PROGRAM MANAGER

of the name of the PROGRAM DIRECTOR. Should circumstances or conditions subsequent to the execution of this Agreement require a substitute PROGRAM DIRECTOR, CONTRACTOR shall notify CITY immediately of such occurrence in writing. PROGRAM DIRECTOR and CONTRACTOR staff will fully cooperate with CITY'S PROGRAM MANAGER relating to the PROGRAM, areas of concern, and the impact of PROGRAM on residents of CITY.

- C. NOTICES: All notices or other correspondence required or contemplated by this Agreement shall be sent to the parties at the following addresses:

CITY

City Manager
City of Grover Beach
City Manager's Office
154 S. 8th Street
Grover Beach, CA 93433

CONTRACTOR

[NAME OF CONTACT]
[NAME OF GRANTEE]
[ADDRESS OF GRANTEE]
[ADDRESS OF GRANTEE]

III. OBLIGATIONS OF CITY

- A. Contract Compliance: CITY staff shall provide reasonable assistance to CONTRACTOR in connection with:
1. Obtaining conformity of the PROGRAM with the CITY's policies and procedures and all CITY codes, ordinances, directives and laws.
 2. Performance review under the Agreement for compliance purposes and evaluating PROGRAM based on Semi-Annual and/or Annual reports received from CONTRACTOR and on-site monitoring of client-based data.

IV. OBLIGATIONS OF CONTRACTOR

CONTRACTOR shall file Semi-Annual and/or Annual narrative reports with CITY on the types and numbers of services rendered to beneficiaries through the operation of PROGRAM, which reports shall evaluate the manner in which PROGRAM is achieving its goals according to standards established by CITY. The reports shall be due on January 31, and July 31, or the first working day thereafter and shall cover the entire two quarters immediately preceding the date on which the report is filed, and shall be made on forms approved by CITY.

V. PAYMENTS TO CONTRACTOR

A. Method of Payment:

1. CITY agrees to provide CONTRACTOR a sum of money not to exceed [AMOUNT OF GRANT IN WORDS] (\$[AMOUNT OF GRANT IN NUMERALS]), including all allowable costs and expenses, by _____.
2. CITY grant funds are meant to fund CONTRACTOR for all allowable costs and expenses incurred in providing the PROGRAM. Payment shall be made solely for services set forth in Exhibit B, and subject to CITY's review of CONTRACTOR performance.
3. CITY may, at any time and in its absolute discretion, elect to suspend or terminate payment to CONTRACTOR, in whole or in part, under this Agreement, or not to make any particular payment under this Agreement, in the event of unsatisfactory performance or noncompliance with this Agreement.

VI. DISCLOSURE OF CONFIDENTIAL CLIENT INFORMATION

CITY, to the extent allowed by the California Public Records Act, and CONTRACTOR agree to maintain the confidentiality of any information regarding applicants for services offered by the PROGRAM pursuant to this Agreement or their immediate families which may be obtained through application forms, interviews, tests, or reports, from public agencies or counselors, or any other source. Without the written permission of the applicant or court order, or as otherwise required by law, such information shall be divulged only as necessary for purposes related to the performance or evaluation of the services and work to be provided pursuant to this Agreement to designated persons having responsibilities under the contract, including those furnishing services under the PROGRAM through subcontracts.

VII. ASSIGNABILITY AND INDEPENDENT CONTRACTOR REQUIREMENTS

- A. The relationship of CONTRACTOR to CITY is that of an independent contractor. CONTRACTOR is responsible for the results of its PROGRAM and compliance with the terms of this Agreement. CONTRACTOR has full rights to manage its employees subject to the requirements of the law. All persons employed by CONTRACTOR in connection with this Agreement shall be employees of CONTRACTOR and not employees of CITY in any respect. CONTRACTOR shall be responsible for all employee benefits, including, but not limited to, statutory workers' compensation benefits.

- B. None of the work or services to be performed hereunder shall be delegated or subcontracted to third parties without prior written CITY approval.
- C. No subcontractor of CONTRACTOR will be recognized by CITY as such. All subcontractors are deemed to be employees of CONTRACTOR, and CONTRACTOR agrees to be responsible for their performance and any liabilities attached to their actions or omissions.
- D. This Agreement is based on the unique services of CONTRACTOR. This Agreement shall not be assigned or transferred without the written consent of the CITY. No changes or variations to this Agreement of any kind are authorized without the written consent of the CITY Manager.

VIII. COMPLIANCE WITH LAW

CONTRACTOR shall become familiar and comply with and cause all its subcontractors and employees, if any, to become familiar and comply with all applicable federal, state and local laws, ordinances, codes, regulations, and decrees including, but not limited to, the City's Community Grant Policy as provided in Exhibit A. Failure of CONTRACTOR to, in any manner, observe and adhere to law as described herein or as amended shall in no way relieve CONTRACTOR of its responsibility to adhere to same and CONTRACTOR herein acknowledges this responsibility.

IX. TERMS AND AMENDMENTS

Amendments to the terms and conditions of this Agreement shall be requested in writing by the party desiring such revision, and any such adjustment to this Agreement shall be determined and effective only upon the mutual Agreement in writing of the parties hereto unless the Amendments are made by the CITY as corrective actions under the Community Grant Policy, attached hereto as Exhibit A and incorporated herein by reference, in which case they will be adopted as ordered.

X. LEGAL MATTERS

A. Integration

This document, including Exhibits A and B, represents the entire and integrated Agreement between the CITY and the CONTRACTOR, and supersedes all prior negotiations, representations, and agreements, either written or oral.

B. Binding Effect

The terms of this Agreement shall bind, and inure to the benefit of, the parties, their heirs, successors, and assigns.

XI. HOLD HARMLESS

- A. CONTRACTOR hereby releases and agrees to protect, defend, hold harmless, and indemnify CITY, its CITY Council, its officers, attorneys, employees, agents, volunteers and elected officials, boards and commissions, from and against all claims, injury, liability, loss, costs and expense, or damage, however same may be caused, including all cost and reasonable attorney's fees in providing the defense to any claim arising therefrom, for any loss or damage to property (real and/or personal) and for personal injury to or death of any person or persons arising out of, occurring by reason of, or in any way connected with CONTRACTOR's PROGRAM activities or omissions, or in consequence thereof.
- B. CONTRACTOR shall hold CITY, its CITY Council, officers, attorneys, employees and boards and commissions harmless from CONTRACTOR's failure(s) to comply with any requirement imposed on PROGRAM by virtue of the utilization of Federal funds. CONTRACTOR shall reimburse CITY, for any disallowed costs and/or penalties imposed on CITY, because of CONTRACTOR's failure to comply with Federal, State or legal regulations or requirements, including any CITY costs, including attorney's fees, reasonably necessary to secure such reimbursement.
- C. CITY shall indemnify and save CONTRACTOR, its officer, employees, and officials harmless with respect to any judgements arising from CITY's sole negligence or intentional actions or omissions in performance of CITY's obligations under this Agreement.
- D. CITY and CONTRACTOR agree that CITY's indemnification shall extend solely to the payment of any judgements and is not intended to require that a defense to suit be provided by CITY, or to limit in any manner CONTRACTOR's duty to defend all suits, actions, claims and causes of action arising out of the services CONTRACTOR provides pursuant to this Agreement.

XII. INSURANCE AND INDEMNIFICATION

A. Minimum Scope of Services

- 1. CONTRACTOR agrees to have and maintain, for the duration of the contract, General Liability insurance policies insuring him/her and his/her organization/firm to an amount not less than: one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) in the aggregate, for bodily injury, personal injury and property damage.

2. CONTRACTOR agrees to have and maintain for the duration of the contract, an Automobile Liability insurance policy ensuring him/her and his/her staff to an amount not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage.
3. CONTRACTOR shall provide to the CITY all certificates of insurance, with original endorsements effecting coverage. CONTRACTOR agrees that all certificates and endorsements are to be received and approved by the CITY before work commences.
4. CONTRACTOR agrees to have and maintain, for the duration of the contract, professional liability insurance appropriate to the CONTRACTOR's profession in amounts not less than \$1,000,000 which is sufficient to insure CONTRACTOR for professional errors or omissions in the performance of the particular scope of work under this agreement.

B. General Liability

1. The CITY, its CITY Council, its officers, officials, employees, agents and volunteers are to be covered and named as additional insured as respects: liability arising out of activities performed by or on behalf of the CONTRACTOR; products and completed operations of CONTRACTOR, premises owned or used by the CONTRACTOR. This requirement does not apply to the professional liability insurance required for professional errors and omissions.
2. The CONTRACTOR's insurance coverage shall be primary insurance as respects the CITY, its CITY Council, its officers, officials, employees, agents and volunteers. Any insurance or self-insurances maintained by the CITY, its CITY Council, its officers, officials, employees, agents or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the CITY, its officers, employees and agents and their respective insurers.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its CITY Council, its officers, officials, employees, agents or volunteers.
4. The CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

C. All Coverages

Each insurance policy required in this item shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY. Current certification of such insurance shall be kept on file at all times during the term of this agreement with the CITY Clerk.

D. Workers' Compensation

In addition to these policies, CONTRACTOR shall have and maintain Workers' Compensation insurance as required by California law and shall provide evidence of such policy to the CITY before beginning services under this Agreement. Further, CONTRACTOR shall ensure that all subcontractors employed by CONTRACTOR provide the required Workers' Compensation insurance for their respective employees.

XIII. WHEN RIGHTS AND REMEDIES WAIVED

In no event shall any payment by CITY or any acceptance of payment by CONTRACTOR hereunder constitute or be construed to be a waiver by CITY or CONTRACTOR of any breach of covenants or conditions of this Agreement or any default which may then exist on the part of CITY or CONTRACTOR, and the making of any such payment while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to CITY or CONTRACTOR with respect to such breach or default.

XIV. TERMINATION

A. Termination for Cause and Reimbursement

1. Termination for Cause. This Agreement may be suspended or terminated at any time before the date of completion by CITY if:

- a. CONTRACTOR fails to comply with conditions of the Agreement.
- b. CONTRACTOR refuses to accept any additional conditions that may be imposed by the Federal or State Government.
- c. CITY Council determines the CITY can no longer fund the monies for the Agreement.

2. Reimbursement. CONTRACTOR expressly agrees and understands that if in the sole reasonable written determination of the CITY the grant funds provided by CITY to CONTRACTOR are not used exclusively for the agreed upon intended purpose, in whole or in part, CITY may terminate this Agreement for cause, and CONTRACTOR will promptly reimburse CITY in full for the entire amount of the grant funding provided by the CITY, or on a pro rate basis as determined by the CITY.

B. Termination for Convenience

CITY or CONTRACTOR may terminate this Agreement in whole or in part when both parties agree that the continuation of the PROGRAM would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated.

C. Upon Suspension or Termination, CONTRACTOR shall:

1. Not incur new obligations, and shall cancel as many outstanding obligations as possible, as such obligations concern the PROGRAM.
2. Be paid only for services actually rendered to CITY to the date of such suspension or termination; provided, however, if this Agreement is suspended or terminated for fault of CONTRACTOR, CITY shall be obligated to compensate CONTRACTOR only for that portion of CONTRACTOR's services which are of benefit to CITY.
3. Turn over to CITY immediately any and all copies of studies, reports and other data, prepared by CONTRACTOR or its subcontractors, whether or not completed, if any, in connection with this Agreement; such materials shall become property of CITY. CONTRACTOR, however, shall not be liable for CITY's use of incomplete materials or for CITY's use of complete documents if used for other than the services contemplated by this Agreement.

D. CITY is not liable for any CONTRACTOR expenses incurred after the termination or closing date of the Agreement.

XV. MISCELLANEOUS PROVISIONS

A. The Caption

The captions of the various sections, paragraphs, and subparagraphs of the Agreement are for convenience only and shall not be considered nor referred to for resolving questions of the interpretation.

B. No Third Party Beneficiary

This Agreement shall not be construed or deemed to be an Agreement for the benefit of any third party or parties, and no third party shall have any claim or right of action hereunder for any cause whatsoever.

C. Severability Clause

In case any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal, or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

D. No Pledging of CITY's Credit

Under no circumstances shall CONTRACTOR have the authority or power to pledge the credit of CITY, or incur any obligation in the name of CITY.

E. Disputes

In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, as well as reasonable costs.

F. Nondiscrimination

1. Neither the CONTRACTOR nor any of its subcontractors shall discriminate in the employment of persons because of their race, color, national origin, sex, age, ancestry, sexual orientation, religion, physical or mental disability, or marital status, unless based upon a bona fide qualification under the California Fair Employment and Housing Act.
2. Neither the CONTRACTOR nor any of its subcontractors shall discriminate in the provision of any services or programs because of race, color, national origin, sex, age, ancestry, sexual orientation, religion, physical or mental disability, or marital status, unless based upon a bona fide qualification under the California Fair Employment and Housing Act.

G. Venue

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of San Luis Obispo, State of California, or any other appropriate court in such county, and CONTRACTOR covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of San Luis Obispo, State of California.

H. Non-liability of City Officers and Employees

No officer or employee of the City shall be personally liable to the CONTRACTOR, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the CONTRACTOR or to its successor, or for breach of any obligation of the terms of this Agreement.

I. Interpretation

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

J. Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above set forth.

City of Grover Beach

[NAME OF GRANTEE]

Matthew Bronson
City Manager

[NAME OF CONTACT]
Executive Director

APPROVED AS TO FORM:

David Hale
City Attorney

EXHIBITS:

- A. Scope of Services
- B. City of Grover Beach Community Grants Policy
- C. Annual Report Form



City of Grover Beach

Community Grant Funding Program

ANNUAL PERFORMANCE REPORT- FY 2022-23

GENERAL INFORMATION

Name of Organization: _____ Phone: _____

Mailing Address: _____ Zip: _____

Report Preparer: _____ Title: _____

Contact Number: _____ Email: _____

Funds Approved: \$ _____ Funds expended per report period: \$ _____ Funds remaining: \$ _____

PERFORMANCE INFORMATION

1. Describe in detail how grant funds have been used:

2. List dates, name of activities, and event locations for special events funded with City of Grover Beach Grant funds, as relevant (Note: attach activity fliers/advertisement/agendas, as relevant to funded activities):

3. Total Number of Individuals Served: _____ Number of Grover Beach Residents Served: _____

4. List the goals that were achieved by your project during this report period:

5. Authorizations:

I hereby certify and attest that both the information contained in this report is true to the best of my knowledge and belief, as well as I am authorized by the organization discussed herein to present this report as its duly authorized representative. I also hereby certify that our organization is in compliance with all state, federal, and local laws regarding licensing and employment practices.

Print Name of Report Preparer: _____ Title: _____

Preparer Signature: _____ Date: _____

Print name of President or Authorized Officer: _____ Title: _____

President Signature: _____ Date: _____

Return this completed report to:

City of Grover Beach
Administrative Services
154 S. 8th Street
Grover Beach, CA 93433
Attn: Administrative Services Director
Office (805) 473-4550
Email: dpurcell@groverbeach.org

Tentative Timeline for FY 2022-23 Community Grants Program

Action	Date
Community Grants Policy to Council	2/15/2022
Public Announcement of Program/Instructions	March 2022
Application Period	4/1-4/30
Applications to Raters	5/2/2022
Application Review Period	5/2-5/13
Recommended Awards to Council	5/23/2022
Allocate Funding	June 2022
Grant period	7/1/2022- 6/30/2023