

#### NOTICE OF COMMITTEE MEETING Oceano Parks and Recreation Committee Agenda TUESDAY, MAY 7, 2024 – 1:30 P.M. Oceano Community Services District Board Room 1655 Front Street Oceano, CA

All items on the agenda, including information items, may be deliberated. Any member of the public with an interest in one of these items should review the background material and request information on the possible action that could be taken.

The Oceano Community Services District strongly encourages your active participation in the public process, which is the cornerstone of democracy. All persons desiring to speak during any Public Comment period are asked to fill out a "Board Appearance Form" to submit to the Board Secretary prior to the start of the meeting. If you wish to speak to an item NOT on the agenda, you may do so during the "Public Comment On Matters Not on the Agenda" period. Each individual speaker is limited to a presentation time of THREE (3) minutes per item. The time limits allocated to speakers may change to facilitate the Board meeting better. Time limits may not be yielded to or shared with other speakers.

The purpose of the Committee meeting is to conduct the business of the community in an effective and efficient manner. For the benefit of the community, the Oceano Community Services District asks that you follow the Board meeting guidelines while attending Committee meetings and treat everyone with respect and dignity. This is done by following meeting guidelines set forth in State law and Board policy. Disruptive conduct is not tolerated, including but not limited to addressing the Committee without first being recognized; interrupting speakers, Committee members, or staff; continuing to speak after the allotted time has expired; failing to relinquish the podium when directed to do so; and repetitiously addressing the same subject.

#### 1. CALL TO ORDER

- 2. ROLL CALL
- 3. AGENDA REVIEW

#### 4. PUBLIC COMMENT ON MATTERS NOT ON THE AGENDA

This public comment period provides an opportunity for members of the public to address the Board on matters of interest within the jurisdiction of the District that are not listed on the agenda. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

#### 5. CONSENT AGENDA ITEMS:

**Public comment** Items appearing on the Consent Items are considered routine and may be approved by one motion. Any member of the Board may request to have an item removed from the Consent Items. If an item is pulled, the President has the sole discretion to determine when the item will be heard. Members of the public wishing to speak on Consent items may do so when recognized by the Presiding Officer. If a member of the public wishes to speak at this time, Public comment is limited to

A. Review and Approve the minutes for the Oceano Parks and Recreation Committee Meeting

of April 2, 2024.

#### 6. BUSINESS ITEMS:

**Public comment** Members of the public wishing to speak on business items may do so when recognized by the Committee Officer. If a member of the public wishes to speak at this time, Public comment is limited to three (3) minutes.

A. Review and discussion of alternatives for non-profit, tax-deductible fundraising

options and developing recommendations to the Board of Directors as deemed

appropriate

- B. OPARC marketing discussion and recommendations:
  - 1. Creation of an OPARC logo

- 2. EZ up and/or tablecloth with logo (budget review)
- 3. Social Media
- 4. District website page for OPARC
- C. Event updates:
  - 1. Oceano Elementary School Bike Rodeo on Saturday, April 13th, 2024
  - 2. The Boys & Girls Club Oceano Day of the Child on Sunday, April 14, 2024
- D. State Parks Representative for OPARC update
- E. OPARC/OES Track & Fundraiser discussion and update
- F. Safe Route to Beach Project discussion and update
- G. Fieldtrip Grant from State Parks Organization discussion and update

#### 7. ITEMS FOR NEXT AGENDA

#### 8. ADJOURNMENT

This agenda was prepared and posted pursuant to Government Code Section 54954.2. The agenda is posted at the Oceano Community Services District, 1655 Front Street, Oceano, CA. Agenda and reports can be accessed and downloaded from the Oceano Community Services District website at <u>www.oceanocsd.org</u>

ASSISTANCE FOR THE DISABLED If you are disabled in any way and need accommodation to participate in the Board meeting, please call the Clerk of the Board at (805) 481-6730 for assistance at least three (3) working days prior to the meeting so necessary arrangements can be made.



**Oceano Parks and Recreation Committee Meeting** 

#### Summary Minutes Tuesday, April 2, 2024 – 1:00 P.M. Oceano Community Services District

1. Call To Order: The meeting was called to order by Chair Joyce-Suneson at 1:20 PM.

#### 2. Roll Call:

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	Present:	Absent:					
Beverly Joyce-Suneson, OPARC Chair		Wanda Monson, Safe Routes to School Chair					
Charles Varni, Board President OCSD		Ray Monson, Member at Large					
	Andy Stenson, Director of Facilities, LMUSD	Bruce Hilton, Co of SLO Parks Commissioner					
	Jasmine Dexter, Boys & Girls Club	Jeanie Harper, Habitat for Humanity					
	Nicole Miller, Account Administrator OCSD						

3. Agenda Review: Accepted as presented

#### 4. Public Comment on Matters Not On the Agenda: None

5A Consent Agenda	Discussion/Action:
Review and Approval of Minutes for the	The minutes were accepted as presented, with a motion from
Oceano Parks and Recreation Committee Meeting of March 5, 2024	Mr. Varni and a 4-0 member vote.
······································	Public Comment: None

6.1	Business Items	Discussion/Action:		
Dis	scussion of:	Committee discussion:		
a) b)	OPARC meeting time Application form for community committee member volunteers	•Member Varni moved to change the meeting time to 1:30 pm with a second from Member Joyce-Suneson and a 4-0 member vote.		
c)	New appointee to OPARC from County Parks and Recreation	<ul> <li>with a second from Member Joyce-Suneson and a 4-0 member vote.</li> <li>•Member Joyce-Suneson moved to approve the committee member volunteer form as presented, with a second from Member Varni and a 4-0 member vote.</li> <li>• Receive and file; no action taken – the position is open until</li> </ul>		
		• Receive and file; no action taken – the position is open until filled.		
		Public Comment: None		

6.2 Business Items	Discussion/Action:
Discussion of potential revisions to the OPARC Bylaws and approve recommendations to the Board of Directors as deemed appropriate	Committee discussion: •Bylaws will be posted to the OPARC page of the OCSD website when finalized.
	Public Comment: None

6.3 Business Items	Discussion/Action:
Review and discussion of alternatives for non-profit, tax-deductible fundraising	Committee discussion:
options and developing recommendations	Member Varni presented three options:
to the Board of Directors as deemed	<ol> <li>The creation of a 501 3(c) non-profit</li> </ol>
appropriate	<ol> <li>LMUSD handling and tracking donations for OES track</li> </ol>
	3. Move forward with retaining Ecologistics as
	OPARCs fiscal sponsor
	The committee decided to explore the option of Lucia Mar Unified School District handling donations and tracking for the walking/jogging track option and will revisit this item at the next OPARC meeting.
	Public Comment: None

6.4 Business Items	Discussion/Action:				
Discussion of an OPARC page on the District website and develop recommendations as deemed appropriate	<ul> <li>Committee discussion:         <ul> <li>A landing page on the District website is desired, and Mrs. Miller has created a draft page for the committee to review. Once final revisions are provided, the page will go live and can be updated as needed by District staff.</li> </ul> </li> </ul>				
	Public Comment: None				

6.5 Business Items	Discussion/Action:		
<ul> <li>Event updates:</li> <li>a. Free Health and Community Resource Fair held on March 24, 2024</li> <li>b. Oceano Elementary School – Bike Rodeo on Saturday, April 13, 2024</li> <li>c. The Boys &amp; Girls Club – Oceano Day of the Child on Sunday, April 14, 2024</li> </ul>	<ul> <li>Committee discussion:</li> <li>Member Varni presented on the Health and Resource Fair noting bad weather (rain) and low attendance. The event did afford a wonderful networking opportunity for the vendors.</li> <li>OPARC will have a table at the Bike Rodeo</li> <li>OPARC will have a table at Oceano Day of the Child</li> <li>Other discussions included creating a logo for branded materials needed for events. Member Stenson indicated he would inquire with the local high school graphic classes to see if they might be able to create a logo. Member Dexter suggested a logo contest within the community.</li> <li>Public Comment: None</li> </ul>		

6.6 Business Items	Discussion/Action:		
State Parks representative for OPARC	<ul> <li>Committee discussion:</li> <li>Member Varni presented the idea of a collaboration with State Parks and will reach out to them to discuss. OPARC committee members supported this idea.</li> </ul>		
	Public Comment: None		

6.7 Business Items	Discussion/Action:
OPARC/OES Track & Fundraiser discussion and update	<ul> <li>Committee discussion:         <ul> <li>Member Stenson presented the artistic rendering donated by 19six Architects. The LMUSD Board of Directors was presented with the walking/jogging track concept and was in favor of supporting it. He also noted that LMUSD would be able to help with labor associated with the building and possibly other costs. The track shape may change due to ADA access, the backstop, and an effort to make the track as close to a quarter-mile lap as possible.</li> <li>Member Varni noted he sent a thank you note to the architect for their time and donation.</li> <li>The track would be accessible to the public outside of school hours and during daylight hours only.</li> </ul> </li> </ul>
	Public Comment: None

6.8 Business Items	Discussion/Action:
Safe Route to Beach Project discussion and update	<ul> <li>Committee discussion:</li> <li>Member Varni recapped communication with Caltrans regarding the 900 ft. of walking space on Hwy 1 that is exposed. An interim solution is for Caltrans to install channelizers; a permanent barrier is being discussed. Caltrans would require the District to enter into a maintenance agreement for the channelizers. The District will need to review a draft agreement before presenting this as an agenda item.</li> </ul>
	Public Comment: None

6.9 Business Items Discussion/Action:					
Fieldtrip Grant from State Parks Organization discussion and update	<ul> <li>Committee discussion:</li> <li>Member Varni noted that field trips have all been scheduled, with several completed. Oceano Elementary School tracks the attendance of students, teachers, and volunteers for each field trip. Fieldtrips are currently within budget and a huge success with the students.</li> </ul>				
	Public Comment: None				

#### 7. Items for Next Agenda:

OPARC Marketing (logo, social media, budget); Continued discussion of alternatives for non-profit, taxdeductible fundraising; Event updates; Track planning and fundraising; other items as needed.

The next OPARC meeting will be Tuesday, May 7, 2024, at 1:30 PM.

#### 8. Adjournment at 2:26 PM.

# **ECOLO**GISTICS

Thank you for your interest in Ecologistics.

For more than 10 years Ecologistics has been dedicated to our mission: We collaborate with people and organizations around the world to create resilient and healthy communities that are environmentally and economically sustainable, and socially just. To further that mission, Ecologistics creates strategies, tools and templates for organizations that support environmental and economic sustainability, and social justice. Ecologistics develops, conducts, and fiscally sponsors programs and projects that provide information, encourage collaboration, generate conversation, inspire action, and engage the community.

Currently there are over 40 projects under Ecologistics' sponsorship, addressing a variety of environmental and social justice issues including climate change, biodiversity, educational equality, waste prevention, world peace, and sustainability. The groups work both independently and interactively through the networking opportunities provided by Ecologistics.

When gamechangers are supported they can change the game. We are looking for activists and social entrepreneurs with inspirational projects that will further our mission to create a resilient and healthy community for the residents of the California Central Coast that is environmentally and economically sustainable. Qualifying projects must:

- Have a clearly defined purpose
- A well-thought out plan and goals
- Dedicated leadership and a community of support
- Identified funding prospects
- Be located within the U.S., even if your work is globally focused.

Ecologistics does not provide fiscal sponsorship to individuals or for-profit/commercial entities.

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*Is your project a good fit with Ecologistics?* We encourage you to review our web site, look over our sponsored projects, and consider the programs and services we offer. Does it seem like you would benefit from our services? Are you interested in learning from and contributing to Ecologistics' network? If so, please feel free to contact us with questions about our fiscal sponsorship program and/or the selection process.

#### **Application Process & Timeline**

Applications are reviewed at our monthly Board meetings during which you will be invited to make a short presentation, either in person or via Zoom.

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# ECOLOGISTICS PROJECT SPONSORSHIP APPLICATION

Your project application should follow format listed below – including the headers, numbers, and questions. Please be thorough while staying within the requested length limits.

#### **COVER PAGE**

- 1. Date
- 2. Name of Project
- 3. Contact Information including:
  - Project Director's Name
  - Address, City, State, & Zip Code
  - Telephone Number(s)
  - E-mail Address
  - Web Address
- 4. Mission Statement a clear description of where your organization is headed that sets it apart from others and makes a case for the need it fills.
- 5. Project Summary please provide a 1 paragraph (approx. 150 words) description of your project including: goals, strategies, and outcomes

#### NARRATIVE

#### **Project Need**

- 6. What is the environmental or social justice issue being addressed by the project? (2 paragraphs)
- 7. How does your project further the mission of Ecologistics? (1 paragraphs)

#### **Project Focus, Implementation & Impact**

- 8. Purpose of the project specific outcome that you seek to achieve. (1 paragraph)
- 9. Please describe the strengths and capabilities of the community you are working with and how you plan to engage with them. (2 paragraphs)

#### **Budget and Funding**

- 10. What are the expected types and amounts of income and expenses for the next year? Please indicate whether any funding has been secured and describe your strongest prospects. (2 paragraphs)
- 11. Provide a proposed income and expense budget for the year ahead. (Suggested format attached.)
- 12. Please outline your fundraising plan including a projected timeline for the next two years. (1 paragraph)
- 13. **Important** in what states do you plan on making pitches to solicit funds? (Ecologistics may have to register with those states' agencies that monitor the activities of charitable organizations)

#### Expectations

14. Why do you feel Ecologistics is the best place for your work? (1 paragraph)

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15. What can you bring to Ecologistics as a member of our network? Do you see any potential synergies or conflicts with existing projects? (1 paragraph)

#### Qualifications

- 16. Please provide any information demonstrating your ability to implement your project. (2 paragraphs in addition to the attachments listed below.)
- 17. Ecologistics encourages projects to develop an Advisory Committee. Please provide a list proposed Advisory Committee members, organizational affiliations, and qualifications. How will they help you achieve your goals?

#### Miscellaneous

18. How did you hear about Ecologistics' Project Sponsorship & Support program?

#### DOCUMENTATION AND ATTACHMENTS

#### Budget

Using the attached form, please provide a budget for the next year of operation and, if subsequent years are expected to be dramatically different, a second operational budget.

#### Resume

Please attach a resume for your project director.

#### **Additional Project Information**

Please attach any existing articles, brochures, or other available materials that describe your project or the issues you are proposing to address.

#### Please send your application electronically to: stacey@ecologistics.org Please put "New Project Application" in the email subject line.

Project applications are accepted at any time and will be considered at the next Ecologistics board meeting.

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## **Oceano Community Services District**

1655 Front Street, P.O. Box 599, Oceano, CA 93475

(805) 481-6730 FAX (805) 481-6836

- 1. Date: May 1, 2024
- 2. Name of Project: Oceano Parks and Recreation Committee
- 3. Contact Information:
- Charles Varni, President
- 1655 Front St, Oceano CA 93445
- (805) 459-6698
- presidentvarni@oceanocsd.org
- oceanocsd.org

**4. Mission Statement :** OPARC's mission is to help provide safe recreational access, infrastructure, and programs that enhance the physical, emotional, and social health and quality of life of all Oceano residents.

**5. Project Description:** The sole purpose of this 501c.3 fiscal sponsorship is to raise money through public donations to support the OCSD Parks and Recreation Committee (OPARC) programs. The primary project over the next eight months will be to raise \$150,000 to build a walking/jogging track at Oceano Elementary school . This new community infrastructure will be available to both the school and community, when school is not in session.

#### Narrative:

**6. Project Need:** We need your help to realize the dream of our community having a walking and jogging track for all ages to enjoy. Oceano is a community bereft of complete streets and safe routes to our local Oceano Elementary School (OES). Walking is the cheapest and easiest form of exercise. Unfortunately it is not always safe to do in Oceano because so often one is forced to literally walk in the road. This recreational asset will be available for school children during school hours and to the public whenever school is not in session (afternoons, weekends, school holidays). Imagine a regular after school or weekend walking group of parents whose children independently play on the grassy field inside the track or on the playground equipment within sight of the parents. Or senior "Walk and Talk" exercise groups?

**7.** This project is fully aligned with Ecologistics' organization values of environmental, social, and economic justice in that it provides fiscal sponsorship to OPARC which provides safe recreational access, infrastructure, and programs that enhance the physical, emotional, and social health and quality of life of all Oceano residents. As an economic disadvantaged community with the second lowest median



Board of Directors Meeting

income in the County and highest proportion of Latinos (47%) of any County community needs more reception opportunities.

#### Project Focus, Implementation, and Impact:

**8. Purpose:** The purpose of acquiring a fiscal sponsorship is to facilitate public fundraising to support the many recreational projects OPARC envisions for the community, including a walking/jogging track at Oceano Elementary School. Community celebratory events in the new \$2,000,000 public plaza will be administered and, at times, sponsored by OPARC.

#### **Budget and Funding:**

**10.** Currently OPARC has \$14,886 in its operating budget with another \$4,614 allocated to OCSD administrative costs. Additionally, OPARC was awarded a \$16,000 grant from State Parks Organization to support field trips to State Parks for OES students on 2024. If successful, these funds would be earmarked for the OES track project.

**11.** See the attached FY 2023/24 Parks and Recreation 3<sup>rd</sup> Quarter Budget Review.

**12.** The OES Track Project is planning to raise a matching \$50,000 for the CDBG grant from a community fundraising drive titled Champions for Oceano. The goal is to solicit \$5,000 donations from ten individuals, businesses, or organizations in Oceano. We already have informal pledges from four persons and, once we have a fiscal sponsor will be able to launch this portion of the campaign.

Another component of the plan is to apply for community betterment grants to large retailers and financial corporations such as Kohls, Walmart, Target, Wells Fargo, and others. Typically, the maximum award is \$5,000.

Another component is basic grassroots fundraising through local organizations and Oceano Elementary School. The OES PTA has set a \$5,000 goal for their fund raising.

**13.** At this point, no plans to fundraise outside of California with assumption that local offices of national businesses would qualify as being in California.



Board of Directors Meeting

#### **Expectations:**

**14.** The writer of this has worked with Ecologistics as a fiscal sponsor of Protect SLO County, which organized the citizens initiative Measure G in 2016 to ban new fossil energy infrastructure in SLO County. He has also referred organizations to Ecologistics for fiscal sponsorship, including the Oceano Beach Community Organization. Ecologisitics is a perfect option for OCSD at this point as we do not have the staff or financial resources to create our own non-profit foundation or use staff time to operate donation logistics for the District and a government entity.

**15.** We do not for see any conflicts of interests with other clients of Ecologistics. We would be hopeful that some of your fiscal sponsees would like to support our OES Track Project or collaborate with us in Oceano community events.

#### **Qualifications:**

**16.** The OES Track Project is a collaborative effort with OPARC primarily responsible for fundraising; LMUSD being the project contracting agency; and Habitat for Humanity contributing construction support. OCSD and LMUSD have each overseen numerous multi-million dollar capital improvement projects and the OES Track Project is a very small and simple one. OCSD and LMUSD collaborated on the State Parks field trips grant both in its implementation and operation. President Varni is an successful fundraiser and over the past 10 years has been personally involved in collecting more than \$250,000 in donations.

**17.** OPARC is a formal Standing Committee of the OCSD. It serves in an advisory capacity to the full board and has no fiscal or policy making authority. Members of the OPARC Committee are:

Charles Varni, President OCSD Beverly Joyce-Suneson, Director OCSD Andy Stenson, Director of Facilities, LMUDSD Jasmine Carranza, Project Manager, Boys and Girls Club Nicholas Rasmussen, CEO, Habitat for Humanity Wanda Monson, Chair, OES Safe Routes to School Committee Ray Monson, Community Member Community member #2 #3 #4 vacant and in process

18. President Varni has worked with Ecologistics directly and indirectly for the past 10 years.

	OCEANO COMMUNITY SERVICES DISTRICT FUND LEVEL ANALYSIS							
	PARKS & RECREATION - GENERAL FUND - FUND 01							
ACCOUNT NO.	GENERAL FUND (GF) PARKS & RECREATION- 01	202 ADOPTED BUDGET	<u>3/24</u> APPROVED ADJUSTMENTS	2023/24 CURRENT BUDGET	ACTUAL AT 3/31/2024	75%	ESTIMATED ACTUAL	<u>2023/24</u> EST. BUDGET VARIANCE
	SOURCES OF FUNDS							
	REVENUES							
	Total Revenues	\$0	\$0	\$0	\$0		\$0	\$0
	OTHER SOURCES OF FUNDS	ŞU	30	٥٤	ŞU		30	οç
01-4-3900-012	Proposed Budget Adjustment - Parks Ca Grant	0	15,904	15,904	15,904	100%	15,904	0
014 3300 012	Total Other Sources of Funds	\$0	\$15,904	\$15,904	\$15,904	10070	\$15,904	\$0
	Total Sources of Funds	\$0	\$15,904	\$15,904	\$15,904		\$15,904	\$0
	USES OF FUNDS	-						
	PERSONNEL SERVICES							
	SALARIES & WAGES							
	Total Salaries & Wages	\$0	\$0	\$0	\$0		\$0	\$0
	BENEFITS		· · ·					
	Total Benefits	\$0	\$0	\$0	\$0		\$0	\$0
	Total Personnel Services	\$0	\$0	\$0	\$0		\$0	\$0
	SERVICES & SUPPLIES							
	July 26, 2023 Budget Adjustment - Parks & Recreation	0	13,711	13,711	0	0%	0	13,711
01-5-4850-301 01-5-4850-302	October 11, 2023 Budget Request - Dia de Los Muertos Event Proposed Budget Adjustment - Parks Ca Grant	0	1,175 15,904	1,175 15,904	973	83% 21%	973 15,904	202
01-3-4850-502		\$0				14%	\$16,877	\$13,913
	Total Services & Supplies CAPITAL OUTLAY	\$0	\$30,790	\$30,790	\$4,384	14%	\$16,877	\$13,913
	Total Capital Outlay	\$0	\$0	\$0	\$0		\$0	\$0
	ADMINISTRATIVE COST ALLOCATION							
01-5-4850-376	July 26, 2023 Budget Adjustment - Administrative Cost Allocation	0	4,614	4,614	3,753	81%	4,780	(166)
	Total Administrative Cost Allocation	\$0	\$4,614	\$4,614	\$3,753	81%	\$4,780	(\$166)
	Total Expenditures	\$0	\$35,404	\$35,404	\$8,137	23%	\$21,656	\$13,748
		40			67.50		(65.75.2)	<u></u>
-	OPERATING SURPLUS/(DEFICIT)	\$0	(\$19,500)	(\$19,500)	\$7,767		(\$5,752)	\$13,748
	TRANSFERS & ENCUMBRANCES							
	Transfers In - Property Taxes (Transfers Out)	0	19,500	19,500 0	7,767		5,766	(13,734)
	Encumbrances - Sources of Funding	0		0			0	0
	Encumbrances - (Designated)	0		0			0	0
	NET TRANSFERS & ENCUMBRANCES	\$0	\$19,500	\$19,500	\$7,767		\$5,766	(\$13,734)

#### FISCAL SPONSORSHIP GRANT AGREEMENT

This Fiscal Sponsorship Grant Agreement (the "<u>Agreement</u>") is made by and between Ecologistics, Inc. ("<u>Sponsor</u>"), and \_\_\_\_\_\_ ("<u>Grantee</u>"). Sponsor is a California nonprofit public benefit corporation recognized as exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code ("<u>IRC</u>"). Grantee is a [form of organization] with a principal office located at \_\_\_\_\_\_.

#### <u>RECITALS</u>

A. Sponsor has approved the establishment of a restricted fund to receive donations of cash and other property earmarked for support of the purposes of the project known as [name of project] Project (the "Project"), which is a set of charitable programs and activities with a mission to [describe 501(c)(3)-consistent activities of the project that Ecologistics will be sponsoring, as more particularly described in Exhibit A], within the range of permissible activities consistent with IRC Section 501(c)(3). After appropriate due diligence of Grantee's qualifications and the Project proposal, Sponsor is satisfied that the purposes of the Project are consistent with Sponsor's charitable purposes and Grantee is capable of producing the Project in a professional, competent, and diligent manner. Accordingly, Sponsor has decided to grant all amounts and assets that it may receive and deposit to that restricted fund (less any administrative charges set forth herein) to Grantee, subject to the terms and conditions of this Agreement, to be used in support of the purposes of the Project.

B. Sponsor desires to act as the fiscal sponsor of the Project, by receiving assets identified with the purposes of the Project beginning on the Effective Date as defined in Section 1, and using them to pursue the objectives for which the Project is being established, which Sponsor has determined will further its exempt purposes. Grantee desires to conduct the Project with the grant support of Sponsor.

#### NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. <u>Term of Agreement</u>. On <u>(the "Effective Date</u>"), this Agreement shall commence and shall continue in effect for a period of one (1) year (the "<u>Term</u>"), unless terminated earlier as provided herein. Upon the completion of the then current Term, this Agreement shall automatically renew for succeeding Terms of one (1) year each. Should either Party wish not to renew this Agreement for any succeeding Term, it shall provide written notice of its desire not to renew this Agreement for a subsequent Term to the other Party at least sixty (60) days prior to the last day of the then current Term, and the provisions regarding termination as set forth in Section 12 shall be followed.

2. <u>Project Activities</u>. Sponsor shall not be responsible for the programmatic work, fundraising events, accounts payable and receivable, negotiation of contracts, insurance, day-to-day use of funds granted to Grantee, or other matters related to activities conducted by Grantee, whether associated with the Project or otherwise. No person working on the Project shall be an employee or contractor of Sponsor with respect to such work. Grantee shall assume full and complete responsibility for all liabilities to third parties incurred by or in connection with the Project, including but not limited to accounts payable, any and all claims whether asserted or unasserted while this Agreement is in effect, any performances due under contracts, any goods to be delivered, and any services to be performed.

3. <u>Fiscal Sponsorship Policies</u>. Grantee shall provide Sponsor with its governing documents, Employer ID Number, and/or other documentation satisfactory to Sponsor, showing Grantee's separate existence as an organization. Grantee shall abide by the Model C Fiscal Sponsorship Policies of Sponsor attached hereto as <u>Exhibit B</u> (the "<u>Policies</u>"), which Policies may be amended by Sponsor in its sole discretion from time to time with written notice to Grantee. The Policies include, in addition to other provisions, the administrative and other fees to be paid to the general fund of Sponsor from the Restricted Fund, as defined in Section 9 below.

4. <u>Grants</u>. Sponsor shall have authority over the financial administration of the Restricted Fund, as defined below, and shall be responsible for the processing, acknowledgment, and deposit in the Restricted Fund of cash and noncash items received to support and advance the purposes of the Project. Sponsor shall make grants from the Restricted Fund to support the purposes of the Project, subject to the terms and conditions of this Agreement, in amounts and at times in Sponsor's sole discretion. All other authority and responsibility related to the Project shall be vested in and exercised by Grantee, including the duty to comply with the terms of this Agreement and with the terms of any agreements with funding sources, including the preparation of grant reports, although ultimate responsibility for administration of the Restricted Fund rests with Sponsor. All grants made pursuant to this Agreement are gifts, subject to the conditions and restrictions contained herein, and not payments for services. Any grant of a noncash item shall be granted to Grantee on an "as is" basis without any warranty or representation whatsoever, either express or implied, about the condition, merchantability, design, or operation of such item, or its fitness for any particular purpose, or the quality or capacity of the materials in it.

5. <u>Intellectual Property</u>. Any tangible or intangible property, including copyrights, trademarks, or other intellectual property, obtained or created by Grantee as part of the Project shall remain the property of Grantee, and Grantee shall be the sole party responsible for the editorial and creative direction of the Project. Notwithstanding the foregoing, Grantee agrees to give archival materials, including documents, collateral, and finished products, to Sponsor at no cost for inclusion in Sponsor's archives, and for use in Sponsor's promotional and programmatic efforts, subject to any third party rights in, and restrictions on the use of, such property. Grantee further agrees to ensure that any finished product or products created by Grantee as part of the Project using funds granted by Sponsor are produced, provided, or otherwise utilized in a manner that benefits the public. Sponsor shall further have the right to reproduce, without any further required consent or license from Grantee, any finished product or products created by Grantee as part of the Project using funds granted by Sponsor in furtherance of Sponsor's exempt purposes.

6. <u>Solicitation of Funds</u>. Grantee's directors, officers, employees, and authorized volunteers may, as agents of and on behalf of Sponsor, solicit gifts, contributions, and grants to Sponsor, designated for the purposes of the Project. The choice of funding sources to be approached and the text of fundraising materials shall be subject to Sponsor's prior written approval. All grant agreements, pledges, or other commitments with funding sources to support the purposes of the Project shall be executed by Sponsor.

7. <u>Use of Grants</u>. Grantee shall use all grants disbursed from the Restricted Fund by Sponsor solely for the purposes of the Project in a manner that is consistent with IRC Section 501(c)(3), and Grantee shall repay to Sponsor any portion of any grant that is not spent or committed for those purposes. Any significant change in the purpose for which a grant is to used must be approved in writing by Sponsor before implementation. Sponsor retains the right, if Grantee materially breaches this Agreement, to withhold, withdraw, or demand immediate return of grants made from the Restricted Fund, and to spend such amounts so as to support and advance the purposes of the Project as nearly as possible within Sponsor's sole judgment. Grantee agrees to acknowledge Sponsor's sponsor on Project documents, collateral,

and finished products. Grantee further agrees to comply with all state, federal, and local laws in its activities and in the production and/or distribution of publications or other goods or services produced in connection with the Project.

8. <u>Independent Contractors</u>. With regard to the selection of any contractors, vendors, or subgrantees to advance the purposes of the Project, Grantee retains full discretion and control over the selection process, acting completely independently of Sponsor. There is no agreement, written or oral, by which Sponsor may cause Grantee to choose any particular contractor, vendor, or subgrantee.

9. Restricted Fund; Variance Power. Beginning on the Effective Date, Sponsor shall place all gifts, grants, contributions, and other revenues received by Sponsor to support and advance the purposes of the Project into a restricted fund to be used for the sole benefit of furthering the purposes of the Project as those purposes may be defined by Grantee from time to time within the tax-exempt purposes of Sponsor and with the approval of Sponsor (the "<u>Restricted Fund</u>"). Sponsor retains the unilateral right to spend such funds and use such other assets so as to support and advance the purposes of the Project as nearly as possible, subject to any donor-imposed restrictions as to purpose and consistent with the terms of any applicable grant agreement regarding the charitable use of such assets. With regard to the selection of Grantee or any other grantee to carry out the purposes of the Project, Sponsor retains full discretion and control over the selection process, acting completely independently of any revenue source. The parties agree that all money, and the fair market value of all property, in the Restricted Fund be reported as the income of Sponsor, for both tax purposes and for purposes of Sponsor's financial statements. It is the intent of the parties that this Agreement be interpreted to provide Sponsor with variance powers necessary to enable Sponsor to treat the Restricted Fund as Sponsor's asset in accordance with Accounting Standards Codification ("ASC") paragraphs ASC 958-605-25-25 and -26, formerly expressed in Statement No. 136 issued by the Financial Accounting Standards Board, while this Agreement is in effect.

Reporting and Recordkeeping. For so long as this Agreement is in effect, Grantee shall 10. submit annual written reports to Sponsor on December 31 of each year, or on the nearest business day following such dates should they fall on a weekend or holiday. Grantee shall also submit a final report to Sponsor upon termination of this Agreement. Each report shall be provided using the Grant Report Form attached hereto as Exhibit C and shall describe the charitable programs conducted by Grantee with the aid of Sponsor's grant(s), the expenditures made with grant funds, and Grantee's compliance with the terms of this Agreement since the later of the Effective Date of this Agreement or the date of Grantee's most recent prior report to Sponsor. The reports required to be submitted by Grantee to Sponsor pursuant to this Section shall contain sufficient information to establish that all grant funds were used for the purposes of the Project and in furtherance of Sponsor's exempt purposes. Grantee shall treat grant funds as restricted assets and shall maintain books accounting for grant funds separately from other funds. All expenditures made in furtherance of the purposes of the Project shall be charged off against the grant and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Sponsor at reasonable times for review and audit, and shall comply with all reasonable requests of Sponsor for information and interviews regarding use of grant funds. Grantee shall keep copies of all relevant books and records and all reports to Sponsor for at least four (4) years after completion of the use of the grant funds.

11. <u>Performance of Exempt Purposes</u>. All of the assets received by Sponsor under the terms of this Agreement shall be devoted to the purposes of the Project, within the tax-exempt purposes of Sponsor. All grant funds shall be used by Grantee solely for the purposes of the Project and, unless Sponsor and Grantee enter into a separate written grant agreement, Grantee shall not use any portion of

the grant funds to attempt to influence legislation within the meaning of IRC Section 501(c)(3) and the associated Regulations. Grantee acknowledges that any and all grants made by Sponsor to Grantee are intended to constitute "controlled grants" within the meaning of 26 CFR § 56.4911-4(f)(3) unless otherwise specified in a separate written grant agreement. Should Grantee use any portion of the grant funds for a purpose other than the purposes of the Project, including attempts to influence legislation or for other lobbying activities, without the prior written consent of Sponsor, Grantee shall repay to Sponsor any portion of the grant funds which is so used by Grantee. If Grantee engages in conduct that Sponsor determines in its sole discretion may jeopardize Sponsor's legal or tax-exempt status, Sponsor retains the right to withhold, withdraw, or demand immediate return and repayment of any grant funds from Grantee. Grantee shall not use any portion of the grant funds or proceeds of the grant funds to directly or indirectly participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office; to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; nor to take any other action inconsistent with IRC Section 501(c)(3).

#### 12. <u>Termination</u>.

a. <u>Grounds for Termination</u>. This Agreement may be terminated (1) by Sponsor when the objectives of the Project can no longer reasonably be accomplished, including when insufficient funds remain in the Restricted Fund held for the purposes of the Project, as determined by Sponsor in its sole discretion; (2) by either party when either Grantee or Sponsor desires to terminate Sponsor's fiscal sponsorship of the Project for any reason, including if one party has given notice to the other of its intent not to renew this Agreement for a subsequent Term; or (3) by either party based upon a material breach of this Agreement by the other party. When either party desires to terminate this Agreement, it shall provide a written notice of termination to the other party.

b. Understandings Upon Receipt of Notice of Termination. Upon receipt of a written notice of termination of this Agreement on any grounds, if Sponsor continues to hold funds in the Restricted Fund for the purposes of the Project, the parties shall have sixty (60) days to find another nonprofit corporation which is (i) tax exempt under IRC Section 501(c)(3); (ii) not classified as a private foundation under IRC Section 509(a); and (iii) willing and able to sponsor the Project (a "Successor"). The ability to sponsor the Project and meet the requirements of a "Successor" shall be evidenced by having exempt purposes consistent with the purposes of the Project and the administrative and financial capacity to competently and lawfully sponsor the Project, as determined by Sponsor. The Successor must be approved in writing by both parties by or before the end of the sixty (60) day period. If the parties do not identify or are unable to agree on a Successor by the end of the initial sixty (60) day period, Grantee shall have an additional sixty (60) day period to find a Successor, subject to Sponsor's approval in its sole discretion. If a Successor is found and agreed to by the parties, the balance of assets, including any tangible or intangible noncash assets, held by Sponsor in its Restricted Fund for the purposes of the Project shall be transferred to the Successor at the end of the notice period or any extension thereof, subject to the approval of any third parties that may be required. If Grantee has formed a new organization meeting, or Grantee itself meets, the definition of a Successor as set forth in this Subsection, such organization shall be eligible to receive all such assets so long as such organization has received a determination letter from the Internal Revenue Service indicating that such qualifications have been met, by no later than the end of the notice period or any extension thereof.

c. <u>Timing of Termination</u>. This Agreement shall terminate upon the earlier of (1) the expiration of the notice period or any extension thereof as set forth in Subsection b above, or (2) the transfer of the balance of assets held by Sponsor in its Restricted Fund for the purposes of the Project to a Successor. If no Successor is found within the notice period or any extension thereof as set forth in Subsection b above, this Agreement shall terminate and Sponsor may dispose of the assets held in the Restricted Fund for the purposes of the Project, in its sole discretion, in any manner consistent with applicable tax and charitable trust laws. If the parties mutually wish to earlier terminate this Agreement without identifying a Successor, they may do so in a writing signed by both parties.

13. <u>Grantee Warranties</u>. Grantee hereby represents and warrants that it is duly formed, validly existing, and in good standing and has all requisite power and authority to engage in the activities contemplated by this Agreement. Grantee further represents and warrants that the Project and its production do not violate any personal or private rights, copyright or trademark rights, or any other rights of any third party. In addition to the obligations set forth in Section 14 of this Agreement, Grantee agrees, to the fullest extent permitted by law, to hold Sponsor harmless from, and defend Sponsor against, any claims of such violations, including, without limitation, reasonable attorneys' fees and court costs of Sponsor, its officers, directors, employees, successors, permitted assigns, and agents.

14. Indemnification. Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Sponsor, and its officers, directors, employees, agents, successors, and permitted assigns from and against any and all claims, liabilities, losses, suits, proceedings, causes of action, damages, costs, and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, or its officers, directors, employees, agents, successors, and permitted assigns in applying for or accepting grants from Sponsor, in expending or applying the funds or other noncash items furnished by Sponsor pursuant to such grants, in carrying out the Project, or from any material breach of this Agreement by Grantee, except to the extent that such Claims arise directly and wholly from any act or omission of Sponsor or its officers, directors, employees, agents, successors, or permitted assigns. Grantee shall assume, at its sole cost and expense, the defense of such Claim with counsel reasonably satisfactory to Sponsor. Grantee will not be subject to any liability for any settlement made without its consent. Grantee shall not, without consent of Sponsor, effect any settlement or discharge or consent to the entry of any judgment, unless such settlement of judgment includes as an unconditional term thereof the giving by the claimant or plaintiff to Sponsor of a general release from all liability in respect of such Claim. Notwithstanding anything herein to the contrary, the indemnification provisions of this Section shall survive any termination of this Agreement for any reason.

15. <u>Notice</u>. Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by email in the manner provided in this Section, to the following persons:

To Grantee:

Attn:	
Address	
Address	
Telephone: _	
1 -	

Email: \_\_\_\_\_

To Sponsor: Ecologistics, Inc. Stacey Hunt 633 Ramona Ave, Space 103 Los Osos, CA 93402 Telephone: (805) 548-0597 Email: stacey@ecologistics.org

A party may change its address or other contact information included above by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address or other contact information. If sent by mail, notice shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by email, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the email account, addressed as set forth above. For purposes of calculating these time frames, weekends, and federal holidays shall be excluded.

16. <u>Insurance Obligations</u>. Sponsor may require Grantee, at its sole cost and expense, to procure and maintain insurance in commercially reasonable amounts and by an insurer reasonably acceptable to Sponsor against claims for injuries to persons, damages to property, or loss of any kind which may arise from the production of the Project, or any actions taken in connection with the Project, by Grantee or Sponsor, or their officers, directors, agents, representatives, employees, or subcontractors. If such insurance is required, Grantee agrees that Sponsor, and its officers, directors, agents, representatives, employees, and subcontractors are to be covered as additional insureds. Grantee further agrees to provide Sponsor with copies of insurance certificates evidencing such coverage and receipts showing payment of premiums therefore, and will deliver updated certificates and receipts to Sponsor upon Sponsor's request. Sponsor shall have no liability whatsoever for any loss that may occur by reason of the absence, insufficiency, or cancellation of any insurance coverage of or for Grantee.

17. <u>Miscellaneous</u>. In the event of any controversy, claim, or dispute between the parties arising out of or related to this Agreement, or the alleged breach thereof, the prevailing party shall, in addition to any other relief, be entitled to recover its reasonable attorneys' fees and costs of sustaining its position. Each provision of this Agreement shall be separately enforceable, and the invalidity of one provision shall not affect the validity or enforceability of any other provision. This Agreement, and all questions relating to its validity, interpretation, performance, and enforcement, shall be governed by and construed in accordance with the laws of the State of California, without reference to its conflict of law provisions. The parties hereto agree and consent to the exclusive jurisdiction of and venue in the courts of general jurisdiction of the State of California located in the County of San Luis Obispo. This Agreement may not be assigned by Grantee, including by operation of law, without the prior express written consent of Sponsor. This Agreement shall be enforceable by, inure to the benefit of, and be binding upon the parties' respective successors in interest, if any, and any permitted assigns. Time is of the essence of this Agreement and of each and every provision hereof. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and no party shall make any such representation to anyone. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal, or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties. Any waiver of any terms, covenants, and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants, and/or

conditions hereof shall not be construed as a waiver of any other terms, covenants, and/or conditions hereof nor shall any waiver constitute a continuing waiver.

Entire Agreement; Counterparts. This Agreement constitutes the only agreement, and 18. supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. All Exhibits hereto are a material part of this Agreement and are incorporated herein by reference. This Agreement, including any Exhibits hereto, may not be amended or modified, except in a writing signed by all parties to this Agreement; provided, however, that the Policies of Sponsor attached hereto as Exhibit B may be amended by Sponsor from time to time in its sole discretion with written notice to Grantee. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

19. Authority. Each undersigned represents and warrants by its signature that each has the power, authority, and right to bind its respective party to each of the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Fiscal Sponsorship Grant Agreement effective as of the Effective Date.

#### ECOLOGISTICS, INC.

By: \_\_\_\_\_\_\_Stacey Hunt, CEO

Dated:

SPONSORED ORGANIZATION

By: \_\_\_\_\_\_ [NAME], [Title]

Dated:

### EXHIBIT A

## **PROJECT DESCRIPTION**

#### EXHIBIT B

# MODEL C FISCAL SPONSORSHIP POLICIES OF ECOLOGISTICS, INC.

#### **General Requirements**

- Separate Legal Entity. Although Ecologistics, Inc. ("<u>Ecologistics</u>") will properly report any funds or property it receives for the purposes of the project, because Grantee remains a separate legal entity, it will continue to be subject to all laws, regulations, registrations, and filing requirements applicable to it, compliance with which shall remain its sole responsibility.
- Fundraising. Grantee's directors, officers, employees, and authorized volunteers (collectively, "<u>Grantee's agents</u>") may, as agents of and on behalf of Ecologistics, solicit gifts, contributions, and grants to Ecologistics, designated for the purposes of the project. However, Grantee's agents, acting as agents of and on behalf of Ecologistics, must get prior written approval from Ecologistics before approaching a potential funding source and a copy of any fundraising mailing or solicitation related to a project, including a grant proposal, must be approved by Ecologistics management in advance of mailing, submission, or other distribution. Grantee's agents, acting as agents of and on behalf of Ecologistics management in advance of mailing. Submission, or other distribution. Grantee's agents, acting as agents of and on behalf of Ecologistics management in advance or mailing. Submission, or other distribution are activities involving an element of chance, such as bingo or raffles, unless they notify Ecologistics management in advance and adhere to applicable state regulations. For instance, any desired raffle activities may require Ecologistics to file certain forms with one or more state's Attorney General's offices, both prior to and following the raffle. Any funds raised for the purposes of a sponsored project in a manner inconsistent with these terms may be returned, in Ecologistics' sole discretion, and/or the respective Fiscal Sponsorship Grant Agreement may be terminated.
- **Grants Received.** Ecologistics management must sign all original grant agreements and be copied at least one (1) week in advance on all interim and final report submissions required under any grant agreement associated with the project. Ensuring compliance with the terms of any grant agreement, including the preparation of any required grant report, is the responsibility of Grantee, although ultimate responsibility for administration of funds in the restricted fund rests with Ecologistics. Grants involving government or public agency monies typically have very heavy reporting and auditing requirements that Grantee's agents, acting as agents of and on behalf of Ecologistics, must discuss with Ecologistics management in advance of acceptance.
- **Donations/Contributions.** Ecologistics will accept, process, and acknowledge contributions made to support the purposes of the project. This includes issuing receipts for tax deduction purposes. Donations may be made payable to Ecologistics, with the name of the project in the memo line. Stock gifts can only be made through Ecologistics' designated broker. It is Ecologistics' general policy not to intentionally publicly disclose the identities of donors. Grantee shall make no external disclosure of any Ecologistics donor's identity without the donor's prior permission. When acting as agents of Ecologistics, Grantee's agents shall not provide any legal or accounting advice to any donor or potential donor and shall advise any donor or potential donor to consult with their own professional tax adviser or attorney regarding any questions.

- **Communications With Potential Donors.** In the course of fundraising, Grantee's agents, acting as agents of Ecologistics, may solicit commitments from donors prior to Ecologistics receiving the funds. In general, Ecologistics regards such promises to give as mere statements of intent, which Ecologistics will not seek to enforce through legal action. In the unusual situation where Grantee's agents wish to have a donor sign a legally enforceable pledge, Grantee should contact Ecologistics management in advance. The collection of any amounts which potential donors have expressed an intent to contribute shall be the responsibility of Grantee's agents, acting as agents of Ecologistics.
- Accounting. Ecologistics will separately account for all funds received and expended, including in grants made to Grantee, for the purposes of the project and will provide Grantee with a monthly accounting of all such transactions. Any desired corrections to such accounting must be requested by Grantee within thirty (30) days after receipt of the accounting. Grantee shall treat all grant funds received from Ecologistics as restricted assets and shall maintain books accounting for grant funds separately from other funds. All expenditures made in furtherance of the purposes of the project shall be charged off against the grants and shall appear on Grantee's books. Grantee shall keep adequate records to substantiate its expenditures of grant funds. Grantee shall make these books and records available to Ecologistics at reasonable times for review and audit, and shall comply with all reasonable requests of Ecologistics for information and interviews regarding use of grant funds.
- Additional Services. Should Grantee request that Ecologistics provide it any services of any nature, other than the making of grants pursuant to the respective Fiscal Sponsorship Grant Agreement, such services shall only be provided pursuant to a separate written agreement between the parties. Ecologistics may charge additional fees, costs, and/or charges in connection with providing any such services.
- **Ecologistics Communications.** Grantee agrees to respond to Ecologistics requests and communications in a timely manner.

#### Administrative and Other Fees and Charges

- In order to compensate Ecologistics for its services provided in administering a fiscally-sponsored project, an administrative fee will be charged. The administrative fee will be structured as a percentage of gross receipts raised in support of the purposes of the project. The administrative fee will be equal to **six percent (6%)** of (1) <u>all</u> funds received by Ecologistics for the purposes of the project, regardless of source, and (2) the value of all noncash items or assets received by Ecologistics for the purposes of the project (the "<u>administrative fee</u>").
- Notwithstanding the foregoing, grants received by Ecologistics for the purposes of the project that involve government or public-agency funds are typically subject to increased reporting and/or auditing requirements and are therefore subject to an administrative fee of **ten percent (10%)**. Any such grant over the amount of five hundred thousand dollars (\$500,000.00) may also be subject to additional fees in connection with audit expenses, in the sole discretion of Ecologistics.
- Should sponsorship of a project be transferred to Ecologistics from another fiscal sponsor, a onetime roll-over fee of five hundred dollars (\$500.00) will be charged at the time that the fiscal sponsorship relationship is established with Ecologistics, regardless of the amount transferred, and

#### A-3.

the administrative fee will not apply to such transferred funds. The administrative fee will apply to subsequent gross receipts in support of the purposes of the project, as set forth above.

- The administrative fee will be charged at the time the contributions in support of the purposes of the project are received by Ecologistics.
- In addition to the administrative fee, Ecologistics shall also charge an annual fee of two hundred and fifty dollars (\$250.00) per Model C sponsored project, to be paid from the restricted fund held by Ecologistics for the purposes of the sponsored project (the "<u>annual fee</u>"). This annual fee will be waived with respect to any Model C project that raised [four thousand dollars (\$4,000.00)] or more in the prior year. Ecologistics reserves the right to increase this annual fee in its sole discretion.
- All interest earned in connection with the funds or assets held in the restricted fund for the purposes of the project shall be the property of Grantee.
- Such fees will be paid to the general fund of Ecologistics. They are necessary to compensate Ecologistics for its services provided in administering fiscal sponsorship, and thus become unrestricted rather than restricted assets when paid to the general fund of Ecologistics. Once paid to the general fund of Ecologistics, fees and charges will not be returned or refunded.

#### EXHIBIT C

#### **GRANT REPORT FORM**

Please complete and return this Grant Report Form (the "<u>Grant Report</u>") to Ecologistics, Inc. ("<u>Ecologistics</u>") at stacey@ecologistics.org as set forth in the Fiscal Sponsorship Grant Agreement. Terms used herein have the same definition as given in the Fiscal Sponsorship Grant Agreement.

#### I. Grants Information

Grantee:	
Project/Program Funded:	
Period Covered by this Report (" <u>Report Period</u> "):	
Amount of Grant Funds Received: \$	
Amount of Grant Funds Expended: \$	
II. Grantee Contact Information	
Contact Name: Title:	
Mailing Address:	
Phone: Email:	

#### **III. Grant Report**

- A. **Confirmation of Requirements.** Please confirm that each of the following requirements was met consistent with the Fiscal Sponsorship Grant Agreement by checking each box. If you are not able to confirm any of the requirements below, please provide an explanation in a narrative attached to this report.
  - □ The grant funds received by Grantee were used exclusively in furtherance of the purposes of the Project and consistent with Sponsor's exempt purposes under IRC Section 501(c)(3)
  - □ The grant funds received by Grantee were not used for any attempt to influence legislation or for other lobbying activities of any nature
  - □ The grant funds received by Grantee were not used in violation of or in a manner inconsistent with the Fiscal Sponsorship Grant Agreement
  - □ The grant funds received by Grantee were held and accounted for in a separate fund restricted for use in furtherance of the purposes of the Project
  - □ No changes have occurred to Grantee's tax-exempt status or legal status since the Fiscal Sponsorship Grant Agreement was entered into
- B. **Statement of Revenues and Expenditures associated with the Grant Purposes**. Include a detailed statement of revenues and expenses accounting for the expenditures of all grant funds received by

B-1.

B-2.

Attachment - Contract

Grantee for the purposes of the Project, including appropriate documentation demonstrating that all such grant funds were used exclusively in furtherance of the purposes of the Project and that no such grant funds were used for any attempt to influence legislation or for other lobbying activities of any nature.

- C. Programmatic Accomplishment(s). In an attached narrative no longer than [two (2)] pages total, please respond to the following questions:
  - 1. What were the major accomplishments achieved with the grant funds? Describe the goals for the Project as well as Grantee's success in meeting those goals.
  - 2. Did Grantee experience any challenges that may have prevented accomplishing its goals or completing the Project?
  - 3. What are Grantee's plans for the Project in the future? How will Grantee sustain it in the coming vears?
  - 4. Please share any success stories or evaluation data from those who benefited from the Project.
- D. Publicity Materials. Please attach copies of publications or other public communications acknowledging or referencing Ecologistics related to the grant funds.

I hereby certify that the above and attached statements are true, accurate, and complete.

Signature of Authorized Representative

Name of Authorized Representative

Title of Authorized Representative

For Sponsor's Use Only

Reviewed by:

On:

Date