

**Funding Agreement
Between
County of El Dorado and Arts and Culture El Dorado**

Funding Agreement #7847

This Agreement made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Arts and Culture El Dorado, a non-profit public benefit organization, whose physical address is 525 Main Street, Placerville, California 95667, and whose mailing address is Post Office Box 2400, Placerville, California 95667 (hereinafter referred to as "Grantee");

RECITALS

WHEREAS, Grantee is a non-profit organization that promotes, connects, and empowers arts and culture throughout El Dorado County through targeted programs and services which support and sustain the cultural life of the region;

WHEREAS, Grantee is initiating cultural programming by promoting cultural events throughout the County for veterans, students, families, artists, and arts organizations, residents, and visitors, as well as serving as an incubator for emerging art groups and public art planning;

WHEREAS, County recognizes and supports the efforts of Grantee by providing funding;

WHEREAS, the funding provided herein supports the valuable public service of promoting art and culture within the County;

WHEREAS, the Board of Supervisors of the County of El Dorado determines that a public benefit is derived from financially supporting this effort, which will serve to promote the arts;

NOW, THEREFORE, the parties do hereby agree as follows:

ARTICLE I

Payment and Use of Funds: Within forty-five (45) days of execution of this Agreement, County will advance funds to Grantee in the amount of \$95,600. Funds shall be used solely for the purpose of initiating cultural programming and promoting arts and culture with the County as outlined in Exhibit A, marked "Scope of Work," incorporated herein and made by reference a part hereof. Grantee shall provide quarterly statements, in reasonable detail, regarding the disposition of the funds and nexus to the Scope of Work. Quarterly statements shall be submitted to the County within thirty (30) calendar days following the quarters ending September 30, 2023, December 31, 2023, March 31, 2024, and June 30, 2024. If any of the advanced funds have not been used for the purpose stated herein, all funds shall be returned to County within sixty (60) calendar days following County's request for repayment.

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on June 30, 2024. Any funds that have not been expended by Grantee after the expiration of this Agreement shall be returned to County within sixty (60) calendar days of County's request for same.

ARTICLE III

Audits Required: If requested, Grantee shall submit to County a year-end audited financial statement covering all fiscal years during which Grantee expended funds provided pursuant to this Agreement. Grantee shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute records for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided. Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit, and reproduction by County, the state, or any of their duly authorized representatives.

ARTICLE IV

Audit by California State Auditor: Grantee acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to Government Code section 8546.7. In order to facilitate these potential examinations and audits, Grantee shall maintain, for a period of at least three (3) years, or for any longer period required final payment under the contract, all books, records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE V

Political Activity: Pursuant to Government Code sections 54964, 54964.5, and 54964.6, Grantee shall not expend or authorize the expenditure of any funds provided to it pursuant to this Agreement, or use any property owned or funded in whole or in part by County, in support of any political activity including but not limited to support or opposition of a candidate for public office or any ballot measure.

ARTICLE VI

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

ARTICLE VII

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Emma Owens
Principal Management Analyst

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Grantee shall be addressed as follows:

Arts and Culture El Dorado
Post Office Box 2400
Placerville, California 95667

Attn.: Terry LeMoncheck
Executive Director

or to such other location as Grantee directs.

ARTICLE VIII

Indemnity: To the fullest extent permitted by law, Grantee shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Grantee or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Grantee to indemnify and save County harmless includes the duties to defend set forth in Civil Code section 2778. This duty to defend and indemnify the County continues after the expiration or conclusion of this Agreement.

ARTICLE IX

Termination: Either County or Grantee may terminate this Agreement by presentation to the other party hereto of written notice of said termination fifteen (15) days prior to effective date of said termination.

ARTICLE X

Levine Act: Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Grantee shall complete and sign the attached Exhibit B, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Grantee, if any, to any officer of County.

ARTICLE XI

Assignment: This Agreement shall be binding upon the successors-in-interest and assigns of Grantee.

ARTICLE XII

Administrator: The County Officer or employee with responsibility for administering this Agreement is Emma Owens, Principal Management Analyst, Chief Administrative Office, or successor or designee.

ARTICLE XIII

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

ARTICLE XIV

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Civil Code sections 1633.1 to 1633.17) as amended from time to time.

ARTICLE XV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XVI

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

By: Wendy Thomas

Dated: 7/18/23

Board of Supervisors
"County"

Attest:
Kimberly Dawson
Clerk of the Board of Supervisors

By: Kyza Schaffely

Dated: 7/18/23

Deputy Clerk

--ARTS AND CULTURE EL DORADO--

By: Terry LeMoncheck

Dated: 7/18/23

Terry LeMoncheck
Executive Director
"Grantee"

By: Terese B. Klas

Dated: 7/18/2023

Terese Klas
Chief Financial Officer

**Arts and Culture El Dorado
Exhibit A
Scope of Work**

Upon execution of this Agreement, Grantee shall use the funding solely for the following activities as detailed below for the duration of the Agreement.

Category	Activities
Arts and Culture El Dorado's Arts Incubator provides services to help build the capacity of cultural projects and emerging arts groups which are not 501(c)(3) organizations.	<ol style="list-style-type: none"> 1) Identify cultural projects and emerging art groups within the County. 2) Provide the following to cultural projects and emerging arts groups: <ol style="list-style-type: none"> a. Fiduciary oversight, financial management, and other administrative services. b. Connect them to other artists and supports.
Veterans' Voices Writing Workshop	<ol style="list-style-type: none"> 1) Provide writing workshops for veterans, especially those struggling with PTSD. 2) Publish annual anthology of veterans' writing. 3) Expand program to more than one location 4) Conduct outreach to identify veteran participants.
Gallery Exhibitions	<ol style="list-style-type: none"> 1) Offer rotating, curated gallery exhibitions that showcase the unique culture of El Dorado County. 2) Operate the Gallery to display the work of local artists, special collections, and other curated materials for the public to view free of charge. 3) Present free artist talks and other public programs.
Poetry Out Loud is a national poetry recitation competition for high school students. In El Dorado County, the competition is administered by Arts and Culture El Dorado in partnership with the California Arts Council.	<ol style="list-style-type: none"> 1) Provide students with a variety of resources to help them memorize, interpret, and recite poetry. 2) Hold the Poetry Out Loud Contest including: <ol style="list-style-type: none"> a. Public outreach b. A panel of judges of local poetry aficionados c. Awards d. Poetry promotion.
Poet Laureate and Laureate Trail	<ol style="list-style-type: none"> 1) Recognize a noted local poet to honor his or her body of work and to celebrate poetry as an art form. 2) Present Poet Laureate's special poetry project as free public programming. 3) Present the Laureate Trail, a literary tour of the County, at all six public libraries, free and open to the public.

Young Artist Awards	<ol style="list-style-type: none"> 1) Recognition of outstanding high school juniors and seniors in each of four categories: music, visual art, theater, and nature-inspired art of any discipline. 2) Annual awards ceremony with presentation of \$500 honorarium from private donations.
The Big Read	<ol style="list-style-type: none"> 1) Book discussions at branch libraries facilitated by library staff. 2) Recordings of personal narratives from community members; compilation of these stories into a graphic novel illustrated by a local artist. 3) A gallery exhibition exploring visual storytelling and memoir; and other events at every library in the county, including story slams and facilitated intergenerational dialogues.
Colors From the Farm	<ol style="list-style-type: none"> 1) Collaborate with Ag in the Classroom on Farm Day and present a workshop for 3rd graders on colorful dyes made from fruits and vegetables.
Sierra Re-Leaf: A Wildfire Preparedness and Recovery Effort	<ol style="list-style-type: none"> 1) Develop public events in collaboration with Fire Safe Councils, artists and community members. 2) Artists will develop outreach materials and art to aid in connecting community members to assistance programs and developing actionable measures toward prevention and preparedness. 3) Gallery exhibition and opportunity for community to create a collaborative artwork. 4) Locations include Georgetown Divide, Grizzly Flat/Somerset, South Lake Tahoe.
Promotion of cultural activities countywide	<ol style="list-style-type: none"> 1) Frequent eblasts and announcements about visual, performing, and literary arts events; historical activities; and cultural opportunities in El Dorado County. 2) Quarterly print publication of articles and feature stories about artists, educators, events, and cultural activities. 3) Monthly column in Mt. Democrat highlighting local teacher, artist, or other El Dorado County resident contributing to the cultural ecosystem.
Administration of Arts and Culture El Dorado as a 501(c)3.	<ol style="list-style-type: none"> 1) Up to 15% of the funding for non-program related administrative activities to maintain Arts and Culture's 501(c)3 status including Board of Directors meetings, financial audits, and other nonprofit management activities.

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Arts and Culture El Dorado

Exhibit B

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Grantee responsibility to confirm the appropriate "officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

____ YES NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

____ YES NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

7/18/23

Date

Terry LeMoncheck

Signature of authorized individual

Arts & Culture El Dorado

Terry LeMoncheck

Type or write name of company

Type or write name of authorized individual