

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

**Funding Agreement #6806**

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 501(c)(3) 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 the initiating cultural programming and promoting arts and culture with the County as outlined in Exhibit A Scope of Work. Grantee shall provide quarterly statements, in reasonable detail, regarding the disposition of the funds and nexus to the Scope of Work and shall return any unused funds. Quarterly statements shall be submitted to the County within 30 days following the quarters ending September 30, 2022, December 31, 2022, March 31, 2023, and June 30, 2023. 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, 2023. 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:** 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 California Government Code § 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 California Government Code §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 California Civil Code Section 2778.

### **ARTICLE IX**

**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 X**

**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 XI**

**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 (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

#### **ARTICLE XII**

**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 XIII**

**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: \_\_\_\_\_

Dated: \_\_\_\_\_

Board of Supervisors  
"County"

Attest:  
Kimberly Dawson  
Clerk of the Board of Supervisors

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Deputy Clerk

**-- ARTS AND CULTURE EL DORADO --**

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Terry LeMoncheck  
Executive Director  
"Grantee"

By: \_\_\_\_\_

Dated: \_\_\_\_\_

Jayne Moore  
Secretary

## 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"> <li>1) Identify cultural projects and emerging art groups within the County.</li> <li>2) Provide the following to cultural projects and emerging arts groups:               <ol style="list-style-type: none"> <li>a. Fiduciary oversight, financial management, and other administrative services.</li> <li>b. Connect them to other artists and supports.</li> </ol> </li> </ol>
Veterans' Voices Writing Workshop	<ol style="list-style-type: none"> <li>1) Provide writing workshops for veterans, especially those struggling with PTSD.</li> <li>2) Publish annual anthology of veterans' writing.</li> <li>3) Expand program to more than one location</li> <li>4) Conduct outreach to identify veteran participants.</li> </ol>
Gallery Exhibitions	<ol style="list-style-type: none"> <li>1) Offer rotating, curated gallery exhibitions that showcase the unique culture of El Dorado County.</li> <li>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.</li> <li>3) Present free artist talks and other public programs.</li> </ol>
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"> <li>1) Provide students with a variety of resources to help them memorize, interpret, and recite poetry.</li> <li>2) Hold the Poetry Out Loud Contest including:               <ol style="list-style-type: none"> <li>a. Public outreach</li> <li>b. A panel of judges of local poetry aficionados</li> <li>c. Awards</li> <li>d. Poetry promotion.</li> </ol> </li> </ol>
Poet Laureate and Laureate Trail	<ol style="list-style-type: none"> <li>1) Recognize a noted local poet to honor his or her body of work and to celebrate poetry as an art form.</li> <li>2) Present Poet Laureate's special poetry project as free public programming.</li> <li>3) Present the Laureate Trail, a literary tour of the County, at all six public libraries, free and open to the public.</li> </ol>
Young Artist Awards	<ol style="list-style-type: none"> <li>1) Recognition of outstanding high school juniors and seniors in each of four categories: music,</li> </ol>

	<p>visual art, theater, and nature-inspired art of any discipline.</p> <p>2) Annual awards ceremony with presentation of \$500 honorarium from private donations.</p>
Promotion of cultural activities countywide	<p>1) Frequent eblasts and announcements about visual, performing, and literary arts events; historical activities; and cultural opportunities in El Dorado County.</p> <p>2) Quarterly print publication of articles and feature stories about artists, educators, events, and cultural activities.</p> <p>3) Monthly column in Mt. Democrat highlighting local teacher, artist, or other El Dorado County resident contributing to the cultural ecosystem.</p>
Administration of Arts and Culture El Dorado as a 501(c)3.	<p>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.</p>