

American Rescue Plan Community Benefit Grant Agreement

This Grant Agreement (“Agreement”) is made as of **April , 2024** (“Effective Date”), between the County of Yolo a political subdivision of the State of California (“COUNTY”), and **Winters Participation Gallery**, a **501c3** (“BENEFICIARY”).

TERMS AND CONDITIONS

1. Grant Award.
 - a. COUNTY hereby agrees to provide financial assistance to BENEFICIARY in the amount of **\$15,000** solely for the purposes of funding the project or uses described in Attachment A, BENEFICIARY’s “ARP Proposal” (“Project”).
 - b. Funding shall be provided as a single lump sum within 30 calendar days of the Effective Date.
2. BENEFICIARY Obligations. BENEFICIARY agrees that all funds provided by the COUNTY under this Agreement will be held by the BENEFICIARY and applied solely toward the Project. To that end, the funds will be specifically earmarked and reserved for Project and will not be made available or used for other BENEFICIARY functions or general agency purposes and any other use of said funding is prohibited. Failure to spend the funds in accordance with the terms of this Agreement shall constitute a default and COUNTY may require the repayment of funds awarded in addition to any other remedies allowed by law.
3. Status of BENEFICIARY.
 - a. BENEFICIARY and BENEFICIARY’s contractors, subcontractors, and other vendors shall act in an independent capacity and not as employees, partners, officers or agents of COUNTY.
 - b. BENEFICIARY certifies that neither the entity, nor its principals or affiliates, are excluded or disqualified from receiving federal funds.
4. Records. BENEFICIARY shall keep, and provide to COUNTY or its agents, upon request, accurate financial records necessary to enable COUNTY to review BENEFICIARY’s performance of this Agreement. These records shall demonstrate the grant funding has been used for the Project. BENEFICIARY shall maintain all such records for at least five years from the Effective Date.
5. Civil Rights Compliance; Nondiscrimination. By signing this Agreement, BENEFICIARY certifies that it will comply with all legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds, including that BENEFICIARY shall not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the U.S. Treasury Department’s implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504),

Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the U.S. Treasury Department implementing regulations at 31 CFR part 23.

6. General Terms and Conditions.

- a. As between COUNTY and BENEFICIARY, BENEFICIARY is solely responsible for full and timely compliance with all local, state, and federal laws and regulations pertaining to completion of the Project. This includes, but is not limited to, compliance with state prevailing wage laws (Labor Code §§ 1720 et seq.). COUNTY's sole obligation under this Agreement is to provide funding to BENEFICIARY in the amount, time, and manner specified herein.
- b. If for any reason BENEFICIARY later elects not to proceed with the Project, the BENEFICIARY will refund to the COUNTY all funding provided under this Agreement.
- c. BENEFICIARY agrees to indemnify, defend, protect, hold harmless, and release COUNTY, its governing body, agents, officers and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expenses (including attorney's fees and witness costs) arising from or in connection with BENEFICIARY's performance of the Project.
- d. BENEFICIARY shall not assign or transfer any interest in this Agreement without the prior written consent of the COUNTY, and any attempt by a BENEFICIARY to so assign or transfer this Agreement without the COUNTY's consent shall be void and of no effect.
- e. The waiver by either party or any of its officers, agents or employees, or the failure of either party or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement, will not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.
- f. The persons executing this Agreement on behalf of the parties affirmatively represent that each has the requisite legal authority to enter this Agreement on behalf of their respective party, and to bind their respective party to the terms and conditions of this Agreement.
- g. This Agreement is not intended to, and will not be construed to, create any right on the part of a third party to bring an action to enforce any of its terms.
- h. This Agreement may only be amended in writing executed by COUNTY and BENEFICIARY.

- i. This Agreement shall be construed under and in accordance with the laws of the State of California. The construction and interpretation of this Agreement shall be governed by the laws of California with venue residing in Yolo County, except to the extent an issue may be governed by federal law.
- j. This Agreement constitutes the entire agreement between the parties with respect to funding contributions and supersedes all prior negotiations, representations, or other agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement will be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.
- k. BENEFICIARY understands and acknowledges that United States Code Title 31, Section 3729, Administrative Remedies for False Claims and Statements, applies to this Award.
- l. BENEFICIARY agrees that the Federal Government is not a party to this Agreement and is not subject to any obligations or liability to the BENEFICIARY, or any other party pertaining to any matter resulting from this funding award.

This Agreement is hereby executed on the day and year first above written.

BENEFICIARY


Liz Coman, Chair

COUNTY OF YOLO

Tonia Murphy, Procurement Manager

EXHIBIT A

Description of Project

The main mission of Winters Participation Gallery for the Arts is to nurture and support emerging artists. We want to provide activities, free of charge, in all the arts for local youth. Our annual Kate Humphrey Historical Mural Project is the primary project for us. In short, we guide youth from 6th - 12th grades in the creation of a large-scale artwork. Under the direction of three professional artists, students design and paint a mural on a local building. To date we have completed six murals, and we have secured the building for our 2024 mural. Each mural reflects aspects of Winters' history that the students incorporate into the design.

In many ways, the project supports work-based learning in that there's a client meeting at the beginning of the design process for students to ascertain what the vision/ideas/concepts are of the building's business owner. Students go through sketching, drafting and finalizing a mural which they present to the client. From there, students must problem-solve and make any changes or revisions to submit for final approval. Once the approval is obtained, students grid, sketch and paint the mural. During the implementing process, the client has the opportunity to review progress and make any mid-project changes. Once the mural is finished, a celebratory "Signing Party" occurs with parents, community members and the artists.

We believe art projects provide creative outlets for youth. Creativity can be a means to reduce stress and increase self-confidence. This project, especially, requires collaboration and teamwork, helping the artists develop social skills while working together for the common goal of completing a stunning piece of public art. The historical aspect brings together different perspectives and increases the students' knowledge about the town in which they live with its diverse cultural history.

Members of the Winters Participation Gallery believe the summer mural project supports youth by promoting individual well-being and skill development, but also by contributing to the vitality of the Winters community. It directly addresses our motto, "We make Winters more beautiful one wall at a time."

A \$15,000 one-time investment will support the 2024 mural project, and will support all of the benefits described above.