

## Community Benefit Grant Agreement

This Grant Agreement (“Agreement”) is made as of September 29<sup>th</sup>, 2025 (“Effective Date”), between the County of Yolo a political subdivision of the State of California (“COUNTY”), and the SMUD Museum of Science and Curiosity (MOSAC), a California nonprofit public benefit corporation (“BENEFICIARY”).

### TERMS AND CONDITIONS

1. Grant Award.
  - a. COUNTY hereby agrees to award \$1,000 to BENEFICIARY solely for the purposes of funding the project or uses described in Attachment A, which is attached hereto and incorporated by reference (“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. Nondiscrimination. By signing this Agreement, BENEFICIARY certifies that it will comply with all applicable legal requirements relating to nondiscrimination and nondiscriminatory use of public 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).
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.

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

BENEFICIARY

COUNTY OF YOLO

*Michele Bennyhoff*

\_\_\_\_\_  
Michele Bennyhoff,  
Director, Marketing & Development

\_\_\_\_\_  
Tonia Murphy, Procurement Manager

## EXHIBIT A

### Description of Project

The funding provided will help execute the Yolo Day event at the SMUD Museum of Science and Curiosity (MOSAC). The event details are as follow:

*Date: November 22, 2025*

*Time: 9:30 am - 1 pm*

*Location: 400 Jibboom Street, Sacramento CA 95811*

*Cost: Fee Museum Day for Residents of Yolo County.*

Reopened in November 2021 in a modernized and renovated facility, the SMUD Museum of Science and Curiosity (MOSAC) has emerged as a vital hub of scientific exploration, education, and workforce development in the Sacramento region. More than a museum, it serves as a vibrant education resource, offering a variety of learning experiences from exhibits to programs to science demonstrations, and partnering with local STEM-focused organizations to increase access to informal STEM learning.

With interactive exhibits spanning various scientific domains, the Museum helps people understand global issues that affect all of us, focusing on the aspects of these issues that hit closest to home. MOSAC provides immersive experiences brought to life by our Curiosity Collaborators, who personalize the experience, guided by our visitors' own curiosity. Collaborators are also role models that enable young people to see what careers in science can look like, and great career conversations frequently take place as an important part of visitor interactions.

### Goals for the Day

*Foster a Growth Mindset:* A growth mindset is the belief that abilities and intelligence can be developed through dedication and hard work. Science museums play a vital role in fostering this mindset by encouraging people to embrace challenges and learn from their mistakes. Hands-on activities often involve trial and error, enabling people to see failure not as a setback but as an opportunity for growth and improvement. This positive outlook on learning extends beyond the museum walls and influences their approach to real-world challenges.

*Ignite Curiosity and Passion for STEM:* Curiosity is the driving force behind scientific inquiry and discovery. Science museums understand this and leverage interactive exhibits to pique people's curiosity about the natural world. By allowing them to explore and investigate at their own pace, the museum creates an environment where questions are encouraged, and answers

are sought. This sense of wonder can have a profound impact on a person's passion for science, potentially inspiring future scientists, engineers, and innovators.

*Create Lasting Memories and Meaningful Connections:* Hands-on learning experiences at the science museum create lasting memories for families.

These memories are often associated with feelings of excitement, awe, and fascination. When people associate positive emotions with scientific concepts, they are more likely to retain the information and develop a genuine interest in the subject matter. Additionally, science museums offer a unique opportunity for families and friends to bond over shared learning experiences, further reinforcing the joy of discovery.

## Outreach

As part of our outreach initiatives, we expect to welcome over 200 families from Yolo County. Our strategic communications—facilitated through collaborations with the Board of Supervisors, local schools and community organizations—are designed to broaden our impact and ensure that families unfamiliar with MOSAC have the opportunity to engage in and participate in Yolo County Day.

## A Worthy Investment

To understand how museums can impact learning, innovation, and even workforce development, it's important to recognize the increasingly critical role of science and technology in our society. Public literacy in the field of science is no longer just desirable; it is essential to the economic and social vitality of Yolo County. Basic literacy in science is key to developing informed community members capable of navigating the complexities of today's world—as employees, consumers, and voters. Proficiency in the diverse fields of science drives future economic prosperity, improving the quality of life for everyone, and ensuring equity and opportunity for all.

By cultivating curiosity and offering meaningful experiences aligned with the distinctive themes of Yolo County, MOSAC is committed to advancing accessible and engaging science programming. Our objective is to motivate future leaders and innovators, ensuring that all visitors—especially on community-focused occasions—are able to explore, learn, and participate without impediments.