

# **ARTS GRANT AGREEMENT**

## **BETWEEN**

**THE CITY OF COSTA MESA**

## **AND**

**ORANGE COAST UNITARIAN UNIVERSALIST CHURCH**

Fiscal Year 2022-23

This agreement, is made on the Tenth(10th)[day] of May, 2023 (the "Effective Date"), by **ORANGE COAST UNITARIAN UNIVERSALIST CHURCH**, hereinafter referred to as "Grantee," and the **CITY OF COSTA MESA**, a municipal corporation, hereinafter referred to as "City" (the "Agreement.") The purpose of the Arts Grant is to provide funds to Grantee for the project outlined in the Agreement Scope (the "Agreement Scope").

The grant provided herein is comprised of public funds. Therefore, to ensure that the public funds are used for a public purpose, in accordance with the law, the City and Grantee hereby agree to the following terms. Grantee will be responsible for administering the following agreement terms in a manner satisfactory to the City and consistent with the standards required as a condition of providing these funds.

### **TERMS AND CONDITIONS OF ARTS GRANT**

#### **1. TERM.**

The term of this Agreement shall mean the period commencing on the Effective Date of this Agreement and expiring one year from the date. The term of this Agreement may be extended by mutual written agreement of the parties.

#### **2. DESCRIPTION OF SERVICE.**

The service to be performed by Grantee is as follows:

The 5th Orange Coast Wild & Scenic Environmental Film Festival is planned for Saturday, September 30, 2023 (2845 Mesa Verde Drive East) with two screenings of short films on timely environmental topics. Selection of excellent and award-winning films from the prestigious Wild & Scenic Film Festival that "inspire environmental activism and a love for nature through film" is in progress. In 2018 the Wild & Scenic Film Festival, based in Northern California, tested a satellite version in Costa Mesa. We presented ten short, beautiful films that promoted awareness of environmental issues and inspired action. Several filmmakers attended and mingled with our audience. We had an overwhelmingly positive response from our sold-out audience (155 total) of all ages, interests and backgrounds. Since 2018 we have added a second screening, included more filmmakers at the event, and invited local environmental organizations to participate with informational exhibits. We applied for and received a grant from the Arts Commission in 2020 just before COVID-19 shut everything down. Canceling the Film Festival was not an option, and with support from the Wild & Scenic Film Festival home team, our committee created a virtual film festival, presented online in October of 2020. Despite the challenges of converting to an online event, we had about 300 viewers, including some of our Costa Mesa Council Members and other city leaders, streaming the films through our dedicated access. We want this year's Film Festival to be the best one yet. We will have an excellent selection of short films, some filmmakers, refreshments in our courtyard and information from local environmental groups.

Grantee warrants those funds granted by this Agreement shall be used solely for the activities described in the Grantee Application and supporting documentation attached hereto as Exhibit "A." If the activities to be funded under this Agreement is cancelled or substantially altered, Grantee agrees to notify the City and to be subject to the City's request to refund the grant amount in full or in part.

### 3. GRANT AMOUNT.

The total grant payable to Grantee by the City for services under this Agreement shall not exceed the sum of two thousand dollars (\$2,000) (the "Grant Funds") as part of the City of Costa Mesa Arts Grant Program.

### 4. USE OF ARTS GRANTS PROCEEDS.

- a. Grant Funds are to be disbursed as outlined in this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Agreement Scope and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Agreement Scope.
- b. In accordance with the Agreement Scope and the Fiscal Year 2022-23 Arts Grant Guidelines, all Arts Grant funds are eligible to be used one year from the date on this agreement. Any extension of fund use must be requested in writing and approved in writing by City.
- c. All costs accrued for services and/or supplies prior to the execution of Agreement are not eligible for funding or reimbursement through the use of Arts Grant proceeds.
- d. Eligible and ineligible costs include, but are not limited to, items detailed in the Arts Grant Guidelines, in the section titled *Eligible and Ineligible Costs*.
- e. Grantee warrants that funding is for a program of community benefit within the City of Costa Mesa.
- f. Grantee agrees to follow all guidelines established by the City of Costa Mesa regarding the Arts Grant Program.
- g. Grantee agrees to complete and submit the Final Report, attached hereto as Exhibit "B."

### 5. CONDITIONS OF FUNDING AND DISBURSEMENT.

City shall have no obligation to provide the Grant Funds or to make any subsequent disbursement of Grant Funds, and may seek reimbursement of Grant Funds proceeds, if any of the following requirements are not fully satisfied:

- a. Grantee agrees to use Grant Funds to implement the Agreement Scope, including using the these funds to only cover expenditures for programs and services incurred during the Agreement Scope dates and under the terms and conditions of this Arts Grant Agreement.
- b. Grantee shall certify that the Agreement Scope is within Costa Mesa city limits or that the Grantee's main address is within Costa Mesa city limits.
- c. Grantee shall complete all work in accordance with Agreement Scope, reasonably, as soon as possible, but in no case later than thirty (30) calendar days after the project deadline. Grantee shall notify the City of events or proposed changes that could affect the Agreement Scope.
- d. The Grantee shall be responsible for the performance of the work, as set forth herein, and for the preparation of reports required by this Arts Grant Agreement.
- e. Before Grantee makes any material changes to the Agreement Scope, Grantee agrees to submit changes to the City, in writing, a proposal requesting changes to the Agreement Scope. Grantee shall make no material changes to the Agreement Scope unless and until City formally approves the Grantee's request in writing.

- f. Grantee shall provide full and timely information to the City to update staff on programs and include naming the City in any publications and/or social media, whether in digital or print format, as opportunities arise.
- g. Grantee shall retain all records and supporting documentation, including expenditure receipts, applicable to the Agreement Scope and this Agreement for a period of three (3) years, and make all records and supporting documentation readily available, upon request, for inspection and/or audit by representatives of the City.

#### 6. PERMITS AND LICENSES.

Grantee, at its sole expense, will obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of the services under this Agreement.

#### 7. PUBLIC ACKNOWLEDGEMENT.

- a. Grantees must credit the City of Costa Mesa Parks & Community Services department for its support of the project in printed, electronic and broadcast promotions.
- b. The following acknowledgement along with a City of Costa Mesa logo (provided in the Appendix with guidelines) must appear on all printed and electronic materials: "This project is funded in part by the City of Costa Mesa's Arts Grant program."
- c. Grantees who fail to provide public acknowledgement may be denied future project funding.

#### 8. EVENT/PROGRAM PROMOTIONAL OPPORTUNITIES.

Grantee has the option to supply event and/or program information including the date, location, time, admission costs, parking and related details for inclusion in City communications such as e-newsletter, emails, social media and website. At its discretion, the Parks & Community Services department will provide support in distributing the information through the City's established channels of communication. If Grantee wishes to participate, the Grantee needs to submit the information to the Arts Specialist at least six (6) weeks prior to the event or program.

**NEL** Please initial box to opt-in to promotional opportunities

#### 9. RETURN OF GRANT FUNDS.

Any determination, by the City, of noncompliance with activities and expenditures outlined in the Agreement Scope without prior notice and express approval by the City, upon demand by the City, Grantee agrees to return to the City the amount requested by the City, up to and including an amount equivalent to the full Grant award. Failure of the Grantee to comply with the terms of this Agreement shall not be the cause for return of Grant funds if, in the judgement of the City, such failure was due to no fault of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible to be paid by Grant funds.

#### 10. REQUIRED REPORTS.

Grantee shall submit a Final Report and Finalized Budget with receipts to the City (30) calendar days after the Agreement Scope end date. Failure to complete the following reports may render the recipient ineligible to receive arts grant awards the following fiscal year.

#### **11. DISBURSEMENT OF GRANT FUNDS.**

The Grant amount to be provided to the grantee, under this Agreement, may be disbursed as follows:

- a. Payment in full will be disbursed upon approval of the Arts Commission, and receipt of fully executed contract.
- b. Any payment of a Grant amount in excess of the final Project costs shall be returned to the City within sixty (60) days of completion of the Agreement Scope or the Project end date, whichever comes first.
- c. If the funds are not used for authorized purposes, the remaining funds shall be returned or reimbursed to the City.

#### **12. PROJECT CANCELLATION.**

- a. If a Grantee wishes to cancel a Project at any time, Grantee shall notify the City in writing within fifteen (15) calendar days of the decision to cancel and Grantee, at the time it provides the City with notice of cancellation, shall return all Grant funds to the City.
- b. In the event an approved Agreement Scope cannot be completed for any reason, and if Grant funds were disbursed to Grantee, Grantee agrees to return all Grant funds to the City forthwith.

#### **13. PROJECT MODIFICATION OR TERMINATION.**

Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project, or prior to first disbursement of funds. After Project commencement, as outlined in the Agreement Scope, or disbursement of Arts Grant funds, this Agreement may be rescinded, modified or amended only by mutual agreement, in writing, of both the City and Grantee.

#### **14. GRANT MONITORING.**

City's representative may visit Grantee's offices or program site to evaluate service. Pursuant to the terms of this Agreement, Grantee will allow City's representative to inspect and audit records demonstrating that funds were expended for approved costs to deliver the service(s) described in this Agreement.

#### **15. LOSS OF GRANT.**

At the discretion of the City, the following actions may result in a loss of all or in part of any Grant amount allocated to the Grantee:

- a. Grantee fails to enter into a signed Agreement with the City within sixty (60) calendar days of receipt of the Agreement.
- b. Activities associated with Grantee occur that do not align with activities described in the Agreement Scope, including, but not limited to, reduction in services, significant alteration of Agreement Scope elements, such as performers, artists or attendees, or significant changes in budget income, expenses or line item designations from Grantee's budget, included in the Agreement Scope.
- c. Grantee withdraws or terminates the Agreement Scope.

#### **16. RELATION OF THE PARTIES.**

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Grantee be considered an officer, agent, servant, volunteer, or employee of the City. Grantee shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

#### **17. DISCRIMINATION AND HARASSMENT PROHIBITED.**

In performance of this Agreement, Grantee shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, age, gender, gender identity, gender expression, or military or veterans' status. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, age, gender, gender identity, gender expression, or military or veterans' status. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**18. COMPLIANCE WITH LAW.**

Grantee shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States.

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should formal or informal legal action occur, venue shall be in the Superior Court of the County of Orange.

The Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

**19. NOTICES.**

- a. The names and addresses of the persons who are authorized to give written notices to receive written notice on behalf of City and on behalf of Grantee under this Agreement.
- b. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

<b>For Grantee:</b>  <b>Name of arts organization or artist:</b> Orange Coast Unitarian Universalist Church <b>Attn:</b> Orange Coast Wild & Scenic Environmental Festival <b>Address:</b> 2845 Mesa Verde Drive East, Costa Mesa, CA 92626 <b>Email:</b> <a href="mailto:filmfestival@ocuuc.org">filmfestival@ocuuc.org</a> <b>Phone:</b> (714) 556-2882	<b>For City:</b>  City of Costa Mesa Attn: Laurette Garner, Arts Specialist 77 Fair Drive Costa Mesa, CA 92626 <a href="mailto:Laurette.Garner@costamesaca.gov">Laurette.Garner@costamesaca.gov</a> (714) 754-5322
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**20. TERMINATION.**

City may terminate without cause, by notification to Grantee in writing upon fifteen (15) calendar days notice, any portion of or all services agreed to be performed under this Agreement. In the event termination is for cause, no notice period is required. Grantee shall return all unused Grant Funds within fifteen (15) calendar days of such termination.

**21. INDEMNIFICATION.**

To the fullest extent permitted by law, Grantee hereby agrees to defend, indemnify, and hold free and harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, costs (including but not limited to attorney's fees) and liabilities of any kind arising directly or indirectly out of, or related in any way whatsoever to the provision of Arts Grant Program and proceeds under this Agreement. At their own expense, Grantee and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. Grantee shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant to the terms set forth above. Grantee shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, opens and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

**22. NO PARTNERSHIP OR JOINT VENTURE.**

The relationship between City and Grantee is solely that of Grantor and Grantee. Under no circumstances shall City and Grantee be deemed to be partners or involved in a joint venture.

**23. MODIFICATIONS.**

This Agreement may not be modified or amended except by written document executed by a duly authorized representative of both the City and the Grantee.

**24. MITIGATION OF DAMAGES.**

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

**25. GOVERNING LAW.**

This Agreement shall be construed in accordance with and be governed by the laws of the State of California.

**26. ATTORNEY'S FEES.**

If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

**27. SEVERABILITY.**

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which can be given effect without the conflicting provision. To this end, the provisions of this Agreement are declared to be severable.

**28. DRAFTING AMBIGUITIES.**

Grantee understands that it is aware that it has the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek advice of counsel with respect to this Agreement is a decision which is the sole responsibility of Grantee. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party participated in the drafting of this Agreement.

**29. SIGNING AUTHORITY.**

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

GRANTEE:

Nancy Loughrey  
Signature

Date: May 10, 2023

Nancy Loughrey, President  
Name and Title

CITY OF COSTA MESA:

Laurette Garner  
Laurette Garner  
Arts Specialist

Date: 05/05/2023

ATTEST:

Brenda Green  
Brenda Green  
City Clerk



Date: 6/30/2023

APPROVED AS TO FORM:

Kimberly Hall Barlow  
Kimberly Hall Barlow  
City Attorney

Date: 6/28/23

DEPARTMENTAL APPROVAL:

Jason Minter  
Jason Minter  
Parks & Community Services Director

Date: 5/23/23

# EXHIBIT A: #1

ARTS GRANT APPLICATION

## #6

COMPLETE

**Collector:** Web Link 1 (Web Link)  
**Started:** Thursday, March 23, 2023 11:45:33 AM  
**Last Modified:** Friday, March 31, 2023 9:54:38 AM  
**Time Spent:** Over a day  
**IP Address:** 108.255.44.58

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### Q1

Contact Information

Name	Orange Coast Wild & Scenic Environmental Film Festival
Company	Orange Coast Unitarian Universalist Church
Address	2845 Mesa Verde Drive East
Address 2	Suite 1
City/Town	Costa Mesa
State/Province	CA
ZIP/Postal Code	92626
Country	USA
Email Address	filmfestival@ocuuc.org
Phone Number	(714) 556-2882

### Q2

Website URL(if applicable):

<https://ocuuc.org/community/social-justice/environmental-film-festival/>

### Q3

Respondent skipped this question

Facebook URL (if applicable):

### Q4

Respondent skipped this question

Instagram URL (if applicable):

### Q5

What kind of project is it?

Other (please specify):  
Film festival featuring short documentaries with environmental themes



## ARTS GRANT APPLICATION

### Q6

Project Title:

Orange Coast Wild & Scenic Environmental Film Festival

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### Q7

Description of project (e.g. location, # of participants, event summary) - If necessary, submit additional pages and / or project materials (300 words max).

The 5th Orange Coast Wild & Scenic Environmental Film Festival is planned for Saturday, September 30, 2023 (2845 Mesa Verde Drive East) with two screenings of short films on timely environmental topics. Selection of excellent and award-winning films from the prestigious Wild & Scenic Film Festival that "inspire environmental activism and a love for nature through film" is in progress. In 2018 the Wild & Scenic Film Festival, based in Northern California, tested a satellite version in Costa Mesa. We presented ten short, beautiful films that promoted awareness of environmental issues and inspired action. Several filmmakers attended and mingled with our audience. We had an overwhelmingly positive response from our sold-out audience (155 total) of all ages, interests and backgrounds.

Since 2018 we have added a second screening, included more filmmakers at the event, and invited local environmental organizations to participate with informational exhibits.

We applied for and received a grant from the Arts Commission in 2020 just before COVID-19 shut everything down. Canceling the Film Festival was not an option, and with support from the Wild & Scenic Film Festival home team, our committee created a virtual film festival, presented online in October of 2020. Despite the challenges of converting to an online event, we had about 300 viewers, including some of our Costa Mesa Council Members and other city leaders, streaming the films through our dedicated access. We want this year's Film Festival to be the best one yet. We will have an excellent selection of short films, some filmmakers, refreshments in our courtyard and information from local environmental groups.

Since this is a visual medium, and pictures speak louder than words, we have attached some photos and comments from previous years and more information below.

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### Q8

Please write out your project schedule below (pertinent dates, the duration and time of completion):

On Saturday, September 30, 2023 we will have screenings at 2 p.m. and 7 p.m. with receptions following each screening in the courtyard at 2845 Mesa Verde Drive East in Costa Mesa.

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### Q9

Please upload additional documentation if needed (optional):

2023%20CM%20Arts%20Grant%20attachment1.pdf (1MB)

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## ARTS GRANT APPLICATION

### Q10

Please read the Arts Grant Guidelines on the City website. Describe how your project connects to and addresses portions of the Arts Grant Mission Statement.

Our Film Festival presents unique documentaries, selected from over 100 films through our contract with the Wild & Scenic Film Festival held in Nevada City and Grass Valley. Over the past 21 years the Wild and Scenic Film Festival has attracted filmmakers who want to inspire a love of nature and environmental activism through the artistry of films. A total of 10-12 titles in the areas of environmental justice, land conservation, sustainable living, water-river issues, energy and climate change issues, activism, adventure, food and farming, health, oceans and wildlife will be featured here in Costa Mesa.

A film we will be featuring, as an example of a commitment to equity, diversity and inclusion, is "The Scale of Hope," an inspirational film that frames how one person can rise to the climate change challenge positively and proactively. The film's subject is Molly Kawahata, a former climate advisor to the Obama White House. She is also a dedicated alpine climber who dreams of climbing higher and more challenging summits as she continues to hone her climbing skills. This desire to overcome seemingly impossible situations is mirrored in her lifelong passion for helping the environment and alleviating the effects of global climate change. As she works hard to prepare for a climbing expedition in the Alaska Range, Molly is also working on a hope-centered strategy and narrative in addressing climate change. And in a life-affirming twist, her mental health struggles allow her to find a way.

Molly lived with undiagnosed bipolar disorder for about a decade until she got the confirmation on her second day at the White House. It was never a source of shame, and after getting treatment, she fell madly in love with ice climbing. Discovering that she had an extreme-leaning personality indirectly helped her re-frame how she was personally addressing climate change.

While working at the White House under President Obama, Kawahata went on a mission to make climate messaging optimistic versus the decades of extremely bleak, apocalyptic and desperate warnings. People are more likely to respond when they see the health and benefits of reversing climate change vs their "impending doom", which is what much of the messaging has been about. She realized that while the climate crisis is urgent, humanity can solve it via a zero-carbon economy, and this message needs to spread to everyone.

Another stand-out film we will include is called "Sym-BEE-o-sis", a short film in which scientists discover that the alliance between bees and plants actually depends on an unexpected third partner: microbes. But they find the chemicals we use in agriculture are putting this ancient partnership at risk.

Another film, "Woodpecker Wars", is one of the most inspiring conservation stories in American history playing out on, of all places, a live-fire training ground at Ft. Bragg Army base in North Carolina. After a clash between U.S. Fish and Wildlife and the U.S. Army revealed that low grade forest fires sparked by artillery inadvertently created excellent habitats for the endangered red-cockaded woodpeckers, the two sides joined forces to monitor and protect the birds on the base.

We have found that the films we have presented during our previous film festivals really resonate with our audience who enjoy this unique art form and find inspiration to make positive change in our community.

### Q11

Amount of funds requested (\$2,000 maximum award):

\$2,000

ARTS GRANT APPLICATION

**Q12**

How will the funds be utilized (be specific and give examples):

The funds will be used to help cover the travel and lodging costs of bringing select guest filmmakers and artists to Costa Mesa to meet and mingle at the film festival. We also would like to expand our marketing and outreach to our community utilizing targeted social media ads, and participating in local events such as the Costa Mesa Earth Day event (April 22) where we will have volunteers at a table dispensing informational handouts and "Save the Date" promo items. Through the licensing agreement with the Wild & Scenic Film Festival we have access to their library of graphics that we can use to create a variety of marketing material. We have found that a variety of marketing will help us connect to a more diverse audience which is our goal and increased funds will help us achieve that objective.

**Q13**

Please upload a project budget document. A budget template can be found inside the Arts Grant Guidelines and on the website.

**Orange%20Coast%20Wild%20%26%20Scenic%20Film%20Festival%20ARTS%20GRANT%20BUDGET%20TEMPLATE-3.pdf (160.2KB)**

**Q14**

**Yes**

If funds are awarded, a report summary of the project is required to be submitted within 30 days of the project completion to the Arts Specialist. Can you commit to this requirement?

**Q15**

**Yes**

If funds are awarded, we ask that you provide content for Social Media promotion as needed. Can you commit to this requirement?

**Q16**

**Yes**

If funds are awarded, we may ask that you present your project to the Arts Commission. Can you commit to this requirement?

**Q17**

**Yes**

A City of Costa Mesa staffer may attend events and do site visits as needed. Do you consent to this and can you accommodate this request?

## ARTS GRANT APPLICATION

### Q18

Please provide any other additional information that might be helpful in reviewing your project.

Thank you for supporting the arts in Costa Mesa. We hope you find value in a film festival that focuses on the beauty of nature as the starring attraction.

Our committee chair person this year is Linda Sperry ([filmfestival@ocuuc.org](mailto:filmfestival@ocuuc.org)).

# EXHIBIT A: #2



## ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2022-23

Applicant Name:				
PROJECTED INCOME			ACTUALS FOR FINAL REPORT	
PROJECT EARNED INCOME	\$	Notes	\$	Notes
Admissions	\$4,750	We hope to sell 190 tickets at \$25		
Gifts/ Merchandise/ Concessions	\$250	We plan to sell some refreshments at the film festival.		
Advertising	NA	We do not plan to sell advertising space in the program.		
Other	NA			
<b>TOTAL INCOME</b>	<b>\$5,000</b>		<b>TOTAL INCOME</b>	



## ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2022-23

Applicant Name:				
PROJECT DONATED INCOME			ACTUALS FOR FINAL REPORT	
PROJECT DONATED INCOME	\$	Notes	\$	Notes
Private	\$2,000	Estimate of donations from various local businesses and previous supporters to match grant		
Individual	\$0	In the past we did receive donations from individuals but it is unknown if we will receive individual donations in 2023.		
Public Support	0	We are not expecting public support.		
Arts Grant Request Amount	\$2,000	Request from the Costa Mesa Arts Commission to help cover the license fees from the Wild & Scenic Film Festival organization.		
Other				
<b>TOTAL DONATED INCOME</b>	<b>4,000</b>	<b>TOTAL DONATED INCOME</b>		



## ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2022-23

Applicant Name:				
PROJECT EXPENSES			ACTUALS FOR FINAL REPORT	
PROJECT EXPENSES	\$	Notes	\$	Notes
Project Administrators (non-artist)	0	Our administrator is a volunteer.		
Project Artist(s) or Art(s) Instructors	0	All volunteers		
Educational Materials/Printing	200	Covers costs for promo items, peat pots, seeds and info to give away at the Costa Mesa Earth Day Event in April 2023.		

Costumes/Props/Sets	NA			
Supplies	400	Estimated cost of miscellaneous items (possibly face masks, hand sanitizers, table cloths, toilet paper, etc.) needed for the event.		
Transportation	\$1,300	Estimated maximum travel and lodging for guest filmmakers		



**ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2022-23**

Applicant Name:				
PROJECT EXPENSES		PROJECT EXPENSES	ACTUALS FOR FINAL REPORT	
PROJECT EXPENSES	\$	Notes	\$	Notes
Facility Rental	0	Orange Coast Unitarian Universalist Church will host the film festival at their hall, providing the space, chairs and audio visual equipment.		
Food & Beverage	\$300	Projected maximum cost of food, beverage with some items to be donated		
Marketing/Outreach	\$500	Estimated cost of signage, mailings, printed programs, Facebook ads and comp tickets		
Fiscal Agency Fee	NA			
Other	\$2,300	Contract with Wild & Scenic Flagship Film Festival (\$2000), the processing and handling of ticket sales (about \$300).		
<b>TOTAL EXPENSES</b>	<b>\$5,000</b>		<b>TOTAL EXPENSES</b>	



**ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2022-23**

Applicant Name:				
IN-KIND SUPPORT (Name)		PROJECTED IN-KIND	ACTUALS FOR FINAL REPORT	
IN-KIND SUPPORT (Name)	\$	Notes	\$	Notes
Tangled Bank Studio	150	coffee mugs, coffee products related to film being featured		
Sierra Nevada	100	three cases of beer		
Eastside Mini-Mart	200	2 cases of wine		
<b>IN-KIND TOTALS</b>	<b>450</b>		<b>IN-KIND TOTALS</b>	

**Budget Instructions:**

- For the application, fill out the yellow portion. For the final report, fill in the blue.
- The application project budget must balance. Total income must equal the total expenses.
- Round all budget numbers to the nearest whole dollar.
- Enter a "0" or NA (not applicable) for any areas that don't have a dollar amount or value to add or don't apply to your project.
- Please give detailed description for each line item in the notes column.
- For In-Kind donations, write in the value of the donation- this can be an estimate.

## EXHIBIT A: #3

*(The following attachments summarize previous Orange Coast Wild & Scenic Environmental Film Festivals with articles printed in the LA Times, comments submitted from our “virtual” audience, and photos from our in-person event, including reception in our courtyard.)*

### Environmental film festival returns to Costa Mesa to spark ideas, inspire activism



A still from the 2021 film “A River Reborn,” which plays Saturday at the Orange Coast Wild & Scenic Film Festival.

(Courtesy of Mangrove Media)

BY SARA CARDINE, LA TIMES STAFF WRITER

SEPT. 21, 2022 6:29 PM PT

Locals who find themselves concerned about the impacts of climate change but don’t know what they can do to make a difference in their own communities may draw inspiration from a film festival coming to Costa Mesa this weekend.

Now in its fourth year, the [Orange Coast Wild & Scenic Film Festival](#) returns Saturday to the Orange Coast Unitarian Universalist Church with two screenings of 10 short documentary films focused on issues related to nature and environmental activism.

Operating under the tagline “Where activism gets inspired,” the film festival aims to spark conversations and generate ideas among those who watch the films.



Orange Coast Unitarian Universalist Church member Craig Spery hangs a banner Wednesday announcing the return of an environmentally focused film festival Saturday. (Courtesy of Linda Spery)

“The Hunt for the Giant Asian Hornet” depicts scientists racing to stop the spread of a new invasive species, while “Shaba” tells the story of a young elephant rescued in Northern Kenya after losing her mother to poachers.

“We try and hit hard topics — these films are strong — but also give people hope there can be ways these things can be resolved,” said Linda Spery, a member of the Costa Mesa church who helped organize the first local festival in 2018.

Selections are made from a menu of productions created all over the world and submitted to a [flagship festival](#) held annually in Northern California’s Nevada City, where nearly 200 films are shown during the five-day event. Local festival organizers review submissions and build their own individual programs.

Spery said a 30-member festival committee watched 180 short films, looking for entries that caught viewers’ attention, were engaging or evocative and that included a call to action.





Filmmaker Amanda Lipp, left, with Alyssa Nolan, the subject of the short documentary film “Rebuilding Butte.”  
(Courtesy of Linda Spery)

“The films we’ve chosen show people looking at an issue and not just stepping away and feeling like it’s impossible but, rather, joining together to do something about it,” she said. “We’ve come up with a pretty good lineup.”

The Costa Mesa festival features a matinee from 2 to 5 p.m. and an evening screening from 6 to 9 p.m. Both showings feature Q&A sessions with two of the filmmakers from the lineup. An online-only version of the festival is also available.

One of the Saturday’s speakers is Ben Kalina, a Pennsylvania filmmaker whose 2021 film, “[A River Reborn](#),” introduces the Little Conemaugh River. Grossly overrun with toxic pollutants from nearby abandoned coal mines, the river is being restored by local organizations and activists.



Filmmaker Ben Kalina will discuss his documentary film “A River Reborn” Saturday during the Orange Coast Wild & Scenic Film Festival in Costa Mesa. (Courtesy of Linda Spery)

“These mines were just left, and as they gradually filled up with rainwater, that water mixed with heavy metals, then traveled out of the mines and into the river,” Kalina said, describing how environmentalists used settlement funds to build water treatment plants capable of replenishing the river.

“They are making huge strides at Little Conemaugh, and there’s a lot of money in the new infrastructure to pay for mine remediation.”

Also speaking Saturday is Amanda Lipp, a California filmmaker who created “[Rebuilding Butte](#),” which follows Alyssa Nolan-Cain, a Northern California single mother who learned how to build tiny homes for survivors of the 2018 Camp fire by watching over 2,000 hours of YouTube videos.

Participants Saturday may also meet with organizations and agencies who share the festival’s mission and values. Among them is Costa Mesa Councilwoman Arlis Reynolds, who’s attended past festivals and the flagship event and plans, in her individual capacity, to share information on local sustainability efforts.



A still from the film "A River Reborn" shows Pennsylvania's Little Conemaugh River, polluted by now-abandoned coal mines. (Courtesy of Mangrove Media)

She cited the creation of the California Coastal Act in 1976 and the formation of the Banning Ranch and Bolsa Chica conservancies as examples of citizens banding together to make huge environmental changes.

"It's a really hard balance to express the urgency of the global issue but to make people feel empowered to make a difference," she said. "It's so important to share the success stories."

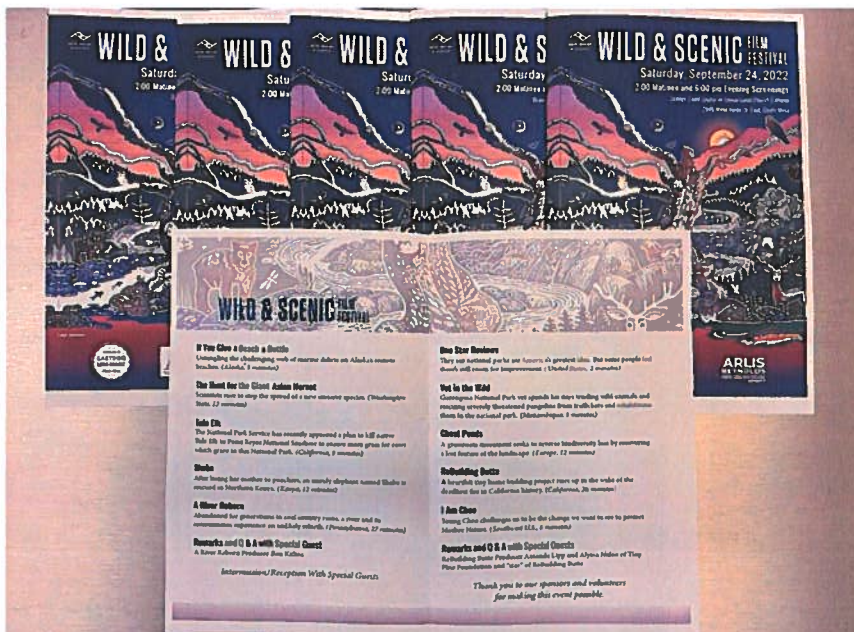
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Guests, local environmental groups, and filmmakers meet and mingle in courtyard reception from 2022 Orange Coast Wild & Scenic Film Festival.



From left to right: Costa Mesa Council Members Andrea Marr and Arlis Reynolds meet with Alyssa Nolan and partner; Sian Wiltshire (Minister of Orange Coast Unitarian Universalist Church), filmmaker Amanda Lipp and a member of Costa Mesa's Fire Department after Orange Coast Wild & Scenic Environmental Film Festival in September 2022.



Copies of program from Orange Coast Wild & Scenic Environmental Film Festival held in Costa Mesa on September 24, 2022.

# Environmental film festival in Orange County goes virtual

*(LA Times Oct. 7, 2020)*



“Bare Existence” will be featured at the virtual Wild and Scenic Film Festival on Oct. 17. The annual festival usually takes place in Costa Mesa but is going online this year, due to the pandemic.

(Courtesy of the Wild and Scenic Film Festival)

BY BEN BRAZIL STAFF WRITER

OCT. 7, 2020 4:06 PM PT

As wildfires rage and the pandemic tears through the country, a film festival organizer in Orange County is hoping to play a part in shedding light on climate change.

The Wild and Scenic Film Festival, one of the largest environmental film festivals in the country, will return for the third year at 6:30 p.m. Oct. 17.

“It’s pretty obvious bad things are happening to the environment, and I don’t know if we can reverse it or not, but we can try,” said festival organizer Karen Kennedy. “And this is a way people can be aware and learn.”

Though the festival is usually held at Orange Coast Unitarian Universalist Church in Costa Mesa, it will take place virtually this year.

The event will feature 11 short films — the longest is about 20 minutes — and will run for about an hour and a half. Viewers will be able to chat online with filmmakers.

Kennedy said she was convinced to move forward with the virtual festival after speaking with organizers of the physical festival.

“At first we weren’t even going to do it,” Kennedy said. “We said we don’t want another Zoom.”

She said the films vary but should give viewers a sense of hope about the planet’s future.

One, “Bare Essentials,” documents the experiences of biologists fighting to save polar bears from extinction. The species has been hit hard as climate change continues to eat away at their environment.

“This film presents a drastic cry for immediate attention and instills our viewer with hope, illuminating present-day efforts for a brighter future,” the film description says.

“Detroit Hives” showcases a young couple who have been purchasing vacant lots in Detroit and repurposing them as bee farms.

“The theme this year might be hope,” Kennedy said. “As we get through this time and to make the world a better place we have to look forward and keep going.”

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The following are comments submitted to the “virtual” Orange Coast Wild & Scenic Environmental Film Festival in 2020. Due to COVID restrictions we presented the film festival entirely online. This was a challenge on many levels, but thanks to all our wonderful volunteers, and

with lots of support from the Wild & Scenic Film Festival organization, we were able to present another year of inspiring environmental documentaries:

*“Just to say again, “Thank you” for the wonderful presentations, cartoons, conservation films, climate change and all the others presented. Each one of the individual films spoke volumes about our planet and all of us living here. “The Words Have Power” with*

*racial pollution was powerful. I have seen many documentaries concerning climate change and the polar bears and it wakes me up every time as to what is going on. The plastics pollution was great hearing it from "mouths of babes". I loved the "Wild Toddler Chronicles". Reminded me of Bethany and Raul taking their kids to actual historical places to experience it. And to end with Greta Thunberg was perfect!"*

*—Patti O*

*"I watched the film festival last night, and really enjoyed it - especially the cartoons for youngsters in the beginning -*

*Thanks for telling me about it. No technical problems at all :)"*

*— Molly W*

*"Thanks again! My girls watched for an hour and really enjoyed the cartoon movies. They asked a lot of questions based on the films as well. Hope it was a success!"*

*—Patrick C*

*"Karen, you and the team did a wonderful job of selecting films with varying lengths, artistic approaches, and messages that alerted the viewer of concerns and inspired action. My favorites are the blue whale made of recycled plastic, the dog that searches for yellow penguins, and the polar bear piece. The camera work on the bears was unbelievably moving and so perfectly illustrated the editorial message. The film about a young child and her parents experiencing the western U.S. natural wonders gave me a warm feeling as if I was watching my own family."*

*—Suzanne H*

*"Enjoyed the film with the toddler - very cute. Could have done without the other children's films - but then I didn't have a child to watch with.*

*Found the conservation dog film very interesting as well as the polar bear film."*

*—Kathleen*

*"Thanks, Karen. Jan and I watched most of the films, and we were so proud of your production.*

*My favorite films were Every Nine Minutes, Sniper, and Bare Existence.*

*Thank you for putting this together! Congratulations!"*

*—Beth*

*"My wife and I watched it yesterday.*

*We really liked:*

*1) Land Without Evil*

*2) Raccoon and the Light*

*3) Sniper*

*4) Bare Existence (we were in Churchill on a Natural Habitat Photo excursion looking for polar bears a few years ago — unfortunately we arrived just 2 days after Hudson Bay froze over and almost all of the bears had left the area, although there were a few stragglers),*

5) Nature Now

*We did not care that much for Wild Toddler Chronicles: Legacy — first reason is that we don't like screaming, whining, yelling, crying children and second reason is that the narrated audio track by the father was almost impossible to hear. All of the others were interesting and informative.”*

—Stan G

*“I loved the “Detroit Hives” & the one about the polar bears - sad though the latter was.”*

—Marcia H

*“I enjoyed the film about dog tracing yellow penguins and the one about polar bears. I appreciated the final one.”*

—Birdie

*“My favorites tend to focus on kids or are done by kids. Land without Evil--loved this. Kids Speak on Plastic, Every Nine Minutes (whale made out of recycled plastic), Words have Power. Also liked the one about Polar bears as I don't know much about it other than they are endangered.*

*Thanks for sharing.”*

—Pat

*“I could not sleep (gotta love menopause), so started watching this at 2 am... OMG, speechless! LOVED it! So many powerful segments, such great cinematography, filming, etc., but most of all – powerful messages. Last few segments definitely had me crying.*

*PROTECT RESTORE FUND – it really is that simple!*

*I would love to share this with like-minded folks in our Hunt community, especially our local farm-to-table market & restaurant owner.*

*Would it be possible to somehow or some way share this to a broader audience (including my family in Dallas, FL, & AL)?”*

—Kristina C

*“My wife and I attended the festival at OCUUC with a couple of good friends a few years ago when we lived in Costa Mesa. We and our friends are all active volunteers with various environmental groups (Laguna Canyon Foundation, Yosemite Conservancy, etc.) and I am on the Board of Directors of the Natural Communities Coalition overseeing the Nature Reserve of Orange County.*

*Because of attending the film festival in the past, we received an e-mail inviting us to attend again this year. We did have a chance to watch, and our friends watched at their house while we exchanged text messages about the films. It was wonderful, and we look forward to attending again in the future.”*

—Tom E.



*"Love the blue whale...also the children talking about the ocean. Great project!"*  
—Mary (friend of Linda S)

*"The kids liked "Raccoon and the Light." I liked "Wild Toddler Chronicles" because I can relate. We took our two young ones to Zion and about 7 other National Parks. It was hard at times, but like the filmmaker, love exposing the kids to all that nature and disconnecting from technology!"*  
—Bethany

*"I enjoy all the creativity, particularly the youths teaching younger kids about plastic in the ocean with a great experiment. And who will forget the brave parents taking their "wild toddler" camping! Precious memories built."*  
—Susan P

*"My favs:  
Sniper, Wild Toddler, Land of Evil  
I've gotta say Bare Existence really hit hard. I can't get the scene of the mother dragging the baby's carcass out of my mind."*  
—Laurie K

*"Congratulations on a very successful Environmental Film Festival this year. You do this so well even with all the restrictions of COVID. I thoroughly enjoyed all the films and will look forward to it next year."*  
—Marilyn G

*"...the team did a wonderful job of selecting films with varying lengths, artistic approaches, and messages that alerted the viewer of concerns and inspired action..."*  
—Suzanne H

*"... LOVED it! So many powerful segments, such great cinematography, filming, etc., but most of all – powerful messages. Last few segments definitely had me crying."*  
—Kristina C

*"Congratulations on a very successful Environmental Film Festival this year. You do this so well even with all the restrictions of COVID. I thoroughly enjoyed all the films and will look forward to it next year."*  
—Marilyn G



Costa Mesa has been a perfect setting for our Orange Coast Wild & Scenic Environmental Film Festival since the city not only endorses and supports art, in its many forms, but also seeks to address the many environmental challenges faced by our city and community. We believe this film festival inspires creative solutions that can benefit Costa Mesa and beyond. We hope you will join us in September!



# WILD & SCENIC® FILM FESTIVAL

where activism gets inspired



RIVERS  
are LIFE



EARTHJUSTICE



Edmund T. Tamm  
Bank  
Studios



EarthxFilm

Artwork by Shar Tuiasoa

# EXHIBIT B



## ARTS GRANT FINAL REPORT

Pursuant to terms detailed in the City of Costa Mesa Arts Grant Agreement, the Grantee shall submit a Final Arts Grant Report electronically within 30 days of completion of the project. This information will be used, in part, to develop quantitative and qualitative outcomes for the City of Costa Mesa's Arts & Culture division programs.

## ARTIST OR ARTS ORGANIZATION INFORMATION

### \* 1. Contact Information

Prepared by Name

Arts Organization / Artist Name

Email Address

## PROJECT INFORMATION

2. What kind of project is it?

- Arts Education
- Dance
- Literature/Spoken Word
- Music
- Theatre
- Visual Art
- Film/Multimedia/Video
- Folk Art/Craft
- Other (please specify)

\* 3. Project Title:

\* 4. Briefly describe the successes of your project.  
What worked well? How do you know? (How did you evaluate your success?)

\* 5. Did you receive any testimonials (written or verbal quotes) from audience members or

participating artists that you would like to share?  
Please include a first name of the person and their  
relationship to the project.

6. Number of paid artist(s)/performer(s):

7. Number of volunteer/ unpaid  
artist(s)/performer(s):

8. Total Attendance:

## **PROJECT BUDGET**

9. Please upload completed budget template:

Maximum size allowed is 5 MB. Allowed types: gif, .jpg,  
.jpeg, .png, .doc, .docx, .xls, .xlsx, .rtf, .pdf, .txt

Choose File    No file chosen

\* 10. Amount of Arts Grant Award:

\* 11. Please explain or provide any additional details below:

### **Marketing and Community Outreach**

\* 12. Did the organization acknowledge the City pursuant to the terms and conditions detailed in the Arts Grant Agreement?

Yes

No

\* 13. Please use the area below to acknowledge any press articles written (website links) about your grant-funded program (if applicable).

14. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 1

Choose File

No file chosen

15. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 2

Choose File

No file chosen

16. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 3

Choose File

No file chosen

### 17. **Certification**

- By checking this box, I certify that all of the information above is correct and to the best of my knowledge. Checking this box creates an electronic signature that has the same legal force and effect as a handwritten signature.

## **CONTACT INFORMATION**

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