

ARTS GRANT AGREEMENT
BETWEEN
THE CITY OF COSTA MESA
AND
COSTA MESA HIGH SCHOOL BAND BOOSTERS

Fiscal Year 2022-23

This agreement, is made on the 11th [day] of May, 2023 (the "Effective Date"), by the **COSTA MESA HIGH SCHOOL BAND BOOSTERS**, 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 6th annual Mesa Jazz Festival will be May 13, 2023. Final schedule will be available in mid-April, but typically goes from 10am to 4pm. This will be the 6th annual Mesa Jazz Festival hosted by Costa Mesa High School Instrumental program. Eight jazz groups representing six local high schools travel to CMHS to perform for adjudicator judges. Groups then receive a group clinic from the judges. Finally, the groups are combined and given master classes by professional musicians for each section (rhythm, winds, horns). The performances by each group are open to the public for free. The students benefit from both the judges' feedback, the clinic instruction, and the meeting and collaboration of like-minded jazz students from other schools. During the lunch break, students are encouraged to join in an outdoor "jam session" open to all participants.

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 **five hundred dollars (\$500)** (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.

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.

For Grantee: Name of arts organization or artist: Costa Mesa High School Band Boosters Attn: Cynthia Laurence Address: 2650 Fairview Rd. Costa Mesa, CA 92626 Email: mockster01@gmail.com Phone: (714) 336-1161	For City: City of Costa Mesa Attn: Laurette Garner, Arts Specialist 77 Fair Drive Costa Mesa, CA 92626 Laurette.Garner@costamesaca.gov (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:

Cynthia Laurence
Signature

Date: 5/11/2023

Cynthia Laurence, VP Costa Mesa High School Band Boosters
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

#5

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Friday, March 31, 2023 8:28:56 AM
Last Modified: Friday, March 31, 2023 9:04:09 AM
Time Spent: 00:35:12
IP Address: 76.91.66.197

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Q1

Contact Information

Name	Cynthia Laurence, VP Band Boosters
Company	Costa Mesa High School Band Boosters to benefit the Costa Mesa Middle School/High School Instrumental Program
Address	2650 Fairview Road
Address 2	CMHS Instrumental Music
City/Town	Costa Mesa
State/Province	CA
ZIP/Postal Code	92626
Country	USA
Email Address	mockster01@gmail.com
Phone Number	714-336-1161

Q2

Website URL(if applicable):

<https://cmhsband.org/>

Q3

Facebook URL (if applicable):

<https://www.facebook.com/CMHSMarchingBand/>

Q4

Respondent skipped this question

Instagram URL (if applicable):

ARTS GRANT APPLICATION

Q5

Arts Education

What kind of project is it?

Q6

Project Title:

Mesa Jazz Festival

Q7

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

This will be the 6th annual Mesa Jazz Festival hosted by Costa Mesa High School Instrumental program. Eight jazz groups representing six local high schools travel to CMHS to perform for adjudicator judges. Groups then receive a group clinic from the judges. Finally, the groups are combined and given master classes by professional musicians for each section (rhythm, winds, horns). The performances by each group are open to the public for free. The students benefit from both the judges feedback, the clinic instruction, and the meeting and collaboration of like-minded jazz students from other schools. During the lunch break, students are encouraged to join in an outdoor "jam session" open to all participants.

Q8

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

The 6th annual Mesa Jazz Festival will be May 13, 2023. Final schedule will be available in mid-April, but typically goes from 10am to 4pm

Q9

Please upload additional documentation if needed (optional):

[2023%20Mesa%20Jazz%20Festival%20Flyer%20\(1\).pdf \(133.6KB\)](#)

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.

The project aligns with the arts' commission mission to expand arts and cultural offerings for children and youth, as well as increase free arts experiences year-round throughout the City. This event gives local students from Costa Mesa High School, Estancia High School and Newport Harbor High School the opportunity to learn more about Jazz studies through the clinics and master classes. The event is open to the public and free admission will be advertised. The event is held in the beautiful Costa Mesa High School Performing Arts Center.

ARTS GRANT APPLICATION

Q11

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

\$500. While each participating group pays a fee to be part of the Festival, it is deliberately kept low-cost for those groups. The event costs the Band Boosters more than it brings in. The arts grant will help us keep the event free to the public to attend.

Q12

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

CMHS Band Boosters pay for adjudicator judges and master class instructors as well as materials. The event is considered extra-curricular so not provided for in district education budget. Funds needed for the event above the entry fee come from Band Booster fundraising and grant underwriting.

Q13

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

[2023%20Mesa%20Jazz%20Festival%20Flyer%20\(1\).pdf \(133.6KB\)](#)

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!

EXHIBIT A: #2



ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2022-23

Applicant Name: CMHS Band Boosters - 6th Annual Mesa Jazz Festival - Saturday, May 13, 2023					
PROJECT EXPENSES			ACTUALS FOR FINAL REPORT		
PROJECT EXPENSES	\$	Notes	\$	Notes	Notes
Awards, trophies, certificates - group and individual	-350	8 groups including 2 Mesa groups			
Stipend for judges/adjudicators (4)	-1600	4 judges/adjudicators			
Hospitality for judges/band directors	-250	Coffee/lunch/afternoon snack			
Lunch items/snacks - low cost for students to purchase	-500	Lunch plate: pizza/water/cookie \$5; this may be higher this year since more bands; we don't have final count yet			
Misc. purchases for sound/stage/clinic room(s) set-up	-50	Example: extra cords due to band sizes			

TOTAL EXPENSES -2750

EXPECTED ENTRY FEE 1800 for free

EXPECTED LUNCH REVENUE 500 since more bands/students are participating

-450

Entry Fee for each school \$300; we do not charge admission so parents/students/public can view

Optional lunch plates purchased for students when registering; this may be higher this years

EXHIBIT A: #3

COSTA MESA HIGH SCHOOL
PRESENTS THE 6TH ANNUAL

MESA JAZZ FESTIVAL

SATURDAY

MAY 13TH, 2023

CMHS PERFORMING ARTS CENTER

2023 CLINICIANS:

(Click links for clinician websites)

[Dan Kaneyuki](#)

[Gary Gopar](#)

[Dr. Ken Forech](#)

- Public performances for all participating ensembles in the CMHS Theater.
- Feedback from a panel of adjudicators including outstanding soloist recognition.
- Private clinic in Black Box Theater following performances.
- Masterclasses for all participants.

www.tinyurl.com/2023MesaJazzFestival



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	<input type="text"/>
Arts Organization / Artist Name	<input type="text"/>
Email Address	<input type="text"/>

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

Laurette Garner
Arts Specialist
City of Costa Mesa
laurette.garner@costamesaca.gov
(714) 754-5322