

AGREEMENT FOR GRANT FUNDING OF PROJECT

THIS AGREEMENT made and entered into this _____, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and the True West Film Center (hereinafter GRANTEE).

RECITALS

WHEREAS, GRANTEE has proposed to construct the 'James Redford Campus' for education and independent film showcase in Sonoma County;

WHEREAS, COUNTY's Board of Supervisors has determined that GRANTEE's proposed use of funds will serve public purposes, benefit the community and economy, and will meet the social needs of the population of the county in accordance with Government Code section 26227;

WHEREAS, GRANTEE has represented that it is aware of and understands the County's requirements for funding and the terms and conditions of this Agreement; and

WHEREAS, COUNTY'S Board of Supervisors has relied on those representations in authorizing the execution of this Agreement;

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

AGREEMENT

1. Recitals.

That the foregoing Recitals are true and are incorporated herein by reference.

2. Funding Grant.

COUNTY shall provide GRANTEE the total sum of Two Hundred Fifty Thousand Dollars (**\$250,000**) (the "Grant"), for the Grant Use and Purpose stated below. Upon execution of this agreement, funds shall be provided to the Grantee. The Grantee is responsible for submitting annually by June 30th a report on how funds were spent through the term of the agreement. All unused funds must be returned to COUNTY and any funds used for other than the expressly allowed Grant Use and Purpose shall be subject to immediate reimbursement by GRANTEE to COUNTY.

3. Grant Use and Purpose.

Grant funds may only be used for the Proposed Project, specifically, the construction of the True West Film Center's 'James Redford Campus': an 8,000-square foot film and education facility dedicated to community screenings, filmmaking instruction,

after-school programs, media literacy and internship programs that are expected to serve 45,000 youth and adults annually.

GRANTEE undertakes the project(s) at GRANTEE's sole risk, expense, responsibility, and election, and COUNTY shall have no responsibility for or ownership of the Grant-funded items as a result of this Agreement.

4. Term.

The Grant and the right to use the Grant (or any portion thereof) shall terminate December 31, 2027, unless terminated earlier in accordance with this agreement. Notwithstanding, COUNTY, in its sole discretion, may allow for an extension of time to extend the availability of the Grant for good cause shown or other proper circumstance as determined by COUNTY. The provisions of Section 8 ("Indemnification") shall survive expiration or termination of this agreement.

5. Records.

GRANTEE agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of GRANTEE'S books, records, and financial statements upon COUNTY'S request.

6. Authorized and Lawful Use.

GRANTEE warrants to COUNTY that the Grant shall be expended for only those purposes authorized herein and otherwise in accordance with all applicable laws and regulations.

7. Compliance.

GRANTEE is responsible for understanding and shall comply with all laws and regulations applicable to the proposed security measures project and program activities using the Grant. GRANTEE shall obtain and comply with all applicable permits, licenses, and regulatory requirements for any related work and all aspects thereof, including all required permissions, arrangements, and conditions with program participants.

Without limitation, to the extent GRANTEE uses or expends any Grant funds for any work, project, or activity constituting "public work" under applicable law (including under the California Labor Code), GRANTEE, and its contractors and subcontractors, shall comply with all applicable provisions of California's Prevailing Wage Law and the Labor Code, including Sections 1720-1861, and all other related laws and regulations, regarding prevailing wages and related requirements.

For all activity constituting "public work" using any Grant funds, the following apply:

- 7.1.** GRANTEE and its contractors and subcontractors shall ensure that all workers who perform work are paid not less than the prevailing rate of per diem wages

as determined by the Director of the California Department of Industrial Relations (DIR). Two hundred dollars (\$200) shall be forfeited as penalty for each calendar day, or portion thereof, for each worker paid less than applicable prevailing wage rates. GRANTEE acknowledges and will comply with Labor Code section 1775.

- 7.2. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute work, as determined by Director of the State of California Department of Industrial Relations, are deemed included herein. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov. Prevailing wage requirements can also be found at the Sonoma County Public Infrastructure Purchasing division, located at 2300 County Center Dr., Suite A208, Santa Rosa, CA 95403. Said rates shall be posted at all public work job sites.
- 7.3. GRANTEE shall post (or cause the posting of) all required notices, including those required pursuant to 8 CCR 16451, and shall make them available to any interested party upon request.
- 7.4. Prior to commencement of work, GRANTEE shall contact the Division of Apprenticeship Standards. GRANTEE shall be responsible for compliance with Section 1777.5, 1777.6, and 1777.7 of the Labor Code and Title 8, Cal. Code of Regulations, Div. 1 Chapter 2.
- 7.5. Contractors and subcontractors shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code Section 1725.5.
- 7.6. **Payroll Records:** All payroll record keeping, availability, certification, and confidentiality requirements set forth in Labor Code section 1776 and 8 CCR sections 16400 et seq. shall be complied with.
- 7.7. Accurate records of the work performed, as set forth in Labor Code Section 1812, shall be maintained.
- 7.8. All work is subject to the requirements of Title 8, Cal. Code of Regulations Div. 1, Chapter 8, Subchapter 4.5 (starting at 8 CCR§16450), including the requirement to furnish certified payroll records directly to the Labor Commissioner and otherwise in compliance with 8 CCR§16461, and is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- 7.9. In accordance with California Labor Code section 3700, GRANTEE is required to secure the payment of compensation of its employees and ensure the same by subcontractors and other third parties. By signing this Agreement,

GRANTEE certifies awareness of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies they will comply(or cause compliance)with such provisions before commencing any work.

- 7.10.** Eight hours labor shall constitute a legal day's work. Workers may not work more than eight hours a day or 40 hours in any one calendar week, unless compensated at not less than time and a half as set forth in Labor Code Section 1815 or as otherwise required by law. Twenty-five dollars (\$25) shall be a penalty for each worker employed in violation of the provisions of Labor Code sections 1810 et seq.
- 7.11.** With regard to every contract, subcontract or other arrangement which GRANTEE may make for performance of such work or labor on work, GRANTEE shall comply with and/or cause compliance with all requirements specified in Labor Code Sections 1776(g), 1777.5, 1810, 1813, and 1860, including all requirements to insert required provisions in subcontracts and other third party contracts including provision that the contractor or subcontractor shall pay persons performing labor or rendering service under contract or subcontract or other arrangement not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed in the Labor Code.

8. Indemnification:

- 8.1.** GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to this Grant or to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' activities relating to the Grant. GRANTEE's obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
- 8.2.** GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with Grantee's activities relating to the Grant.

9. Non-Discrimination:

GRANTEE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10. Assignment/Delegation:

GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

11. Merger:

This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.

12. Termination:

At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to GRANTEE.

13. Repayment:

If GRANTEE fails to comply with this Agreement, then GRANTEE shall, within ten days of receipt of notice of such failure, return as requested to COUNTY all amounts received.

14. Conflict of Interest:

GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with receipt or use of the Grant. GRANTEE further covenants that in the receipt and use of the Grant no person having any such interest shall be employed.

15. Statutory Compliance:

GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code,

requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.

16. AIDS Discrimination:

GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

17. No Third-Party Beneficiaries:

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

18. Extra or Changed Work:

Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of GRANTEE to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment of this Agreement or to compensation whatsoever for the performance of any such work. GRANTEE further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

19. Counterpart; Electronic Signatures.

The parties agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and together which when executed by the requisite parties shall be deemed to be a complete original agreement. Counterparts may be delivered via facsimile, electronic mail (including PDF), or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered, be valid and effective for all purposes, and shall have the same legal force and effect as an original document. This Agreement, and any counterpart, may be electronically signed by each or any of the parties through the use of any commercially available digital and/or electronic signature software or other electronic signature method in compliance with the U.S. federal E-SIGN Act of 2000, California's Uniform Electronic Transactions Act (Cal. Civil Code § 1633.1 et seq.), or other applicable law. By its use of any electronic signature below, the signing party agrees to have conducted this transaction and to execution of this Agreement by electronic means.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

TRUE WEST FILM CENTER:

COUNTY OF SONOMA

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM FOR
COUNTY:

By: _____

County Counsel

By: _____