

**SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF MERCED AND
THE MERCED MULTICULTURAL ARTS CENTER (MAC) WITH FUNDS
PROVIDED BY THE COUNTY OF MERCED FOR TECHNICAL
UPGRADES TO THE MULTICULTURAL ARTS CENTER (MAC) BLACK
BOX THEATER**

THIS AGREEMENT, entered this ____ day of _____, 2025, by and between the City of Merced (herein called the "Grantee") and The Merced Multicultural Arts Center (MAC) (herein called the "Subrecipient").

WHEREAS, the Grantee has received funds from Merced County to support the activities and programs of the Merced Multicultural Arts Center (MAC);

WHEREAS, the purpose of this Agreement is to set forth the responsibilities of the Grantee and Subrecipient in accomplishing the objectives of the funded activities;

WHEREAS, Grantee agrees to engage the services of Subrecipient, and Subrecipient agrees to perform the services for Grantee hereinafter described, for the compensation, during the term, and otherwise subject to the covenants and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the parties hereto agree as follows:

I. SCOPE OF SERVICE.

General Statement:

The MAC's black box theater has served the community for over 25 years. However, as the center's programming has grown, its technical capabilities have not kept pace. Upgrades to the lighting system and the integration of projection technology are critical to ensuring the MAC continues to serve as a professional, flexible, and inspiring venue for the community.

1. Program Delivery:

Activity #1: Lighting Upgrades

- **Modern Light Board:** Provides precise control for dynamic and immersive lighting designs, enhancing theatrical and multimedia productions.
- **LED Fixtures:** Energy-efficient fixtures improve color rendering, reduce heat output, and cut operational costs.
- **Power Modules:** Ensure reliable power distribution and operation of the new lighting equipment.
- **Remote Control Capabilities:** Streamline design and rehearsal processes by allowing lighting adjustments from anywhere in the theater.

Activity #2: Community and Artistic Benefits

- **Enhance Production Quality:** Modern lighting will elevate performances, allowing directors, designers, and artists to realize their creative visions fully.
- **Expand Access:** A versatile, modern theater will support diverse configurations, from thrust to in-the-round, accommodating plays, musicals, dance, and speaker events.
- **Empower Youth and Emerging Artists:** Advanced technical tools will provide invaluable hands-on experience for youth and aspiring technicians, fostering new talent.
- **Strengthen Community Engagement:** Improved infrastructure will attract new collaborations and increase attendance, reinforcing the MAC's role as a cultural hub.

2. Specific Requirements:

To prioritize needs and allocate funding effectively, we propose a tiered budget:

- Tier 1: Modern Light Board (ETC Element 2)
- Tier 2: Light Board, Monitors, Remote Functionality, and Power Module
- Tier 3: Additional LED Fixtures to enhance stage coverage

II. COMPENSATION.

Payment by the City to the Subrecipient for actual services rendered under this Agreement shall be made upon presentation of an invoice detailing the services performed under the Scope of Services, in accordance with the fee schedule set

forth in Exhibit "A" attached here to and incorporated herein for reference. The Subrecipient agrees to provide all services required under the Scope of Services in Exhibit "A" within the compensation amount set forth in Exhibit "A". For the MAC's services rendered under this Agreement, City shall pay Consultant the not-to-exceed sum of Fourteen Thousand Four Hundred Twenty-Seven Dollars and Sixty-Five Cents (\$14,427.65).

III. METHOD OF PAYMENT.

Compensation to the Subrecipient shall be paid by the City after submission by Subrecipient of an invoice delineating the services performed.

IV. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements

B. "Independent Contractor"

The Subrecipient shall at all times remain an "independent contractor" and its employees shall not be employees of or have a contractual relationship with Grantee with respect to the services to be performed under this Agreement.

C. Indemnity/Hold Harmless

Except as to the sole negligence or willful misconduct of the City, the Subrecipient shall agree to indemnify, protect, defend (with counsel selected by the City), save, and hold the City, its officers, employees, agents, and volunteers harmless from any and all claims, suits, charges, judgments, actions, damages, or whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement.

D. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud, and/or undue physical damage. Prior to the City's execution of this Agreement, Subrecipient shall provide copies of insurance policies or original certificates and additional insured endorsements evidencing the coverage required by this Agreement.

E. Grantee Recognition

The Subrecipient shall ensure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source.

F. Amendments

The Grantee or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing.

G. Remedies for Non-Compliance / Suspension or Termination

H. Inconsistent or Conflicting Terms in Agreement and Exhibits

In the event of any contradiction or inconsistency between any attached document(s) or exhibit(s) incorporated by reference herein and the provisions of the Agreement itself, the terms of the Agreement shall control.

I. Ambiguities

This Agreement has been negotiated at arms' length between persons knowledgeable in the matters dealt with herein. Accordingly, any rule of law that would require interpretation of any ambiguities in this Agreement against the party that drafted this Agreement is of no application and is hereby expressly waived.

J. Venue

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this agreement shall be held exclusively in a state court in the County of Merced.

K. Authority to Execute

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that they have the authority to execute this Agreement on behalf of their entity and bind their party to the performance of its obligations hereunder.

L. Counterparts

This Agreement may be executed in one or more counterparts with each counterpart being deemed an original.

V. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

VI. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

VII. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches.

VIII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and supersedes all prior or contemporaneous communications and proposals.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

GRANTEE:

CITY OF MERCED

A California Charter Municipal
Corporation

BY: _____
D. Scott McBride,
City Manager

ATTEST:
D. SCOTT MCBRIDE, CITY CLERK

BY: _____
Assistant/Deputy City Clerk

APPROVED AS TO FORM:
CRAIG J. CORNWELL, CITY ATTORNEY

BY: Craig Cornwell 4/18/2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ, FINANCE OFFICER

BY: _____
Verified by Finance Officer

SUBRECIPIENT:

Merced Multicultural Arts Center

BY: Colton Dennis
(Signature)

Colton Dennis
(Typed Name)

Its: Executive Director
(Title)

Taxpayer I.D. No: 94-2451184

Address: 645 W. Main Street
Merced, CA 95340

Telephone: (209) 388-1090

Email: director@artsmerced.org

EXHIBIT A

<u>Line Item</u>	<u>Amount:</u>
TIER 1: Light Board	
ETC ELEMENT – Control Center(1)	\$6872.75
TIER 2: Light Board and Additional Equipment	
Dell P2424HT Monitors(2)	\$ 900.00
ETCpad Tablet Remote(1)	\$ 2425.90
CC20 Dual 20A Constant Circuit Module(1)	\$ 260.00
R20 Dual 20A Relay Modules(2)	\$ 1170.00
TIER 3: Advanced Lighting Package	
Chauvet COLORdash PAR H12IP(4)	\$ 1600.00
<u>QLAB Media Server(1)</u>	<u>\$ 1199.00</u>
TOTAL	\$14,427.65



Request for District Project Funds

Date: 12/6/2024

Project Title: Technical Upgrades for MAC Black Box Theater

Address of Project, if applicable: 645 W Main Street

Contact Number/Email: (209) 388-1090 director@artsmerced.org

Coordinating County Department, if applicable: _____

County Employee Responsible for Project Oversight: NATHAN BAY

Requested Amount: \$ 14,427.65

Description of Intended Use and Benefit to the Community, including time-frame: _____

Upgrade technical capabilities of the black box theater at the MAC.

Modernizing lighting systems, and adding in projection/projector designs into arts presentations and programming.

	Yes	No
Improvement to County owned facility?	☐	☒
Fixed Asset?	☐	☒
One-time Expenditure?	☒	☐
Is this request part of a larger project?	☒	☐
Supporting Project Documentation attached?	☒	☐

Initial the following line if you agree to the terms:

I have read and understand and agree to abide by the District Project Funds Policy adopted by the Merced County Board of Supervisors.

CD (initials)

I declare, under penalty of perjury, that all statements contained in this application and any accompanying documents are true and correct, with full knowledge that all statements made in this application are subject to investigation and that any false or dishonest answer to any question may be grounds for denial or subsequent legal action.

I also understand I am required to submit the District Project Funds Close-Out Form upon completion of the project or within 12 months of award.

Signature: Colton Dennis

Digitally signed by Colton Dennis
Date: 2025.01.02 15:52:18 -0800

Date: 1/2/2025

Please return completed forms to the Merced County Board of Supervisors: 2222 M Street, Merced, CA 95340 (Third Floor)

Signature: [Signature]
(Department of Public Works)

Date: 07 JAN 25

Signature: [Signature]
(Office of County Counsel)

Date: 1/8/25

Signature: [Signature]
(County Executive Office)

Date: 1/10/25

Signature: [Signature]
(Board member)

Date: 1/10/25

Board of Supervisors

Rodrigo Espinosa
Supervisor, District One

Josh Pedrozo
Supervisor, District Two

Daron McDaniel
Supervisor, District Three

Lloyd Pareira, Jr.
Supervisor, District Four

Scott M. Silveira
Supervisor, District Five

Raul Lomeli Mendez
County Executive Officer

Merced County
Administration Building
2222 "M" Street
Merced, CA 95340
(209) 385-7366
(209) 726-7977 Fax
www.countyofmerced.com

Equal Opportunity Employer

Striving for
Excellence

The Multicultural Arts Center, affectionately known as the MAC, has served as Merced's arts and cultural hub since its opening in 1997. Managed by the Merced County Arts Council, the MAC has cultivated opportunities for education, expression, and connection, touching the lives of thousands annually. The MAC is home to an impressive array of community organizations and initiatives, including:

- **MAC Theater Camp:** Directed by Madi Mitchell and her team, this flagship program has brought iconic youth productions to life, such as *Peter Pan*, *Moana Jr.*, *James and the Giant Peach*, and *Disney's Descendants (Past Productions)*. This program educates the youth in the Arts throughout the year and during the summer.
- **The Enrichment Center**, a daily program for artists with disabilities.
- **The Arbor Gallery**, a co-op of local artists.
- **The Merced Academy of Dance**
- **The Bear Creek Ukulele Society**
- **Local theater groups**
 - **Phoenix Creative Collective:** Known for engaging productions like *Mama Mia!* and *Murder on the Orient Express*, as well as interactive game shows featuring participants with no prior theatrical experience.
 - **Playhouse Merced:** Presented acclaimed productions like *Doubt* and *The Pillowman* and intimate black box performances.
 - **Accessible Arts:** A rising theater company dedicated to providing inclusive and supportive artistic opportunities for individuals of all abilities, emphasizing the transformative power of the arts to empower and inspire.
 - **Jenni Samuelson:** Local talent whose *Fiddler on the Roof* captivated sold-out audiences.
- **LGBTQ+ organizations**
- Numerous other local artists and cultural initiatives from in and out of town.

The MAC's black box theater is a vital resource for these groups, supporting Merced County's cultural growth and providing space for youth and community engagement. The MAC fills a critical gap for Merced, a rural area with limited access to major arts institutions. It empowers youth to develop confidence, collaboration skills, and creativity while offering the community access to enriching cultural experiences.

Why the Arts Matter in Rural Communities

The arts are vital in all communities, but especially in rural areas like Merced County, where opportunities for cultural enrichment can be scarce. Studies show that exposure to the arts improves academic performance, fosters emotional well-being, and enhances creativity, skills particularly valuable to youth in underserved areas. Through programs like the MAC Theater Camp, the arts provide entertainment and equip young people with tools to navigate life challenges, build resilience, and dream bigger.

The MAC's black box theater is central in ensuring these opportunities remain accessible. By upgrading its lighting and projector capabilities, the MAC can further its mission of inspiring and transforming lives in Merced County through the arts.

The Need for Upgrades

The MAC's black box theater has served the community for over 25 years. However, as the center's programming has grown, its technical capabilities have not kept pace. Upgrades to the lighting system and the integration of projection technology are critical to ensuring the MAC continues to serve as a professional, flexible, and inspiring venue for the community.

Lighting Upgrades

- **Modern Light Board:** Provides precise control for dynamic and immersive lighting designs, enhancing theatrical and multimedia productions.
- **LED Fixtures:** Energy-efficient fixtures improve color rendering, reduce heat output, and cut operational costs.
- **Power Modules:** Ensure reliable power distribution and operation of the new lighting equipment.
- **Remote Control Capabilities:** Streamline design and rehearsal processes by allowing lighting adjustments from anywhere in the theater.

The MAC will provide its community with a professional-level performance space that meets its users' growing demands by addressing these technical needs.

Benefits of the Project

Upgrading the black box theater will:

- **Enhance Production Quality:** Modern lighting will elevate performances, allowing directors, designers, and artists to realize their creative visions fully.
- **Expand Access:** A versatile, modern theater will support diverse configurations, from thrust to in-the-round, accommodating plays, musicals, dance, and speaker events.
- **Empower Youth and Emerging Artists:** Advanced technical tools will provide invaluable hands-on experience for youth and aspiring technicians, fostering new talent.
- **Strengthen Community Engagement:** Improved infrastructure will attract new collaborations and increase attendance, reinforcing the MAC's role as a cultural hub.

Project Details

To prioritize needs and allocate funding effectively, we propose a tiered budget:

- **Tier 1:** Modern Light Board (ETC Element 2)
- **Tier 2:** Light Board, Monitors, Remote Functionality, and Power Modules
- **Tier 3:** Additional LED Fixtures to enhance stage coverage

Each tier is structured to ensure incremental improvements, allowing flexibility based on available funding. The attached budget includes detailed justifications and links for each item.

Conclusion:

The MAC is more than a venue; it is a lifeline for creativity, learning, and connection in Merced County. Upgrading the black box theater's lighting and sound systems will ensure that this vital space continues to serve its community excellently, empowering youth, supporting local artists, and fostering cultural enrichment for future generations.

We respectfully request funding from the County of Merced to support this pivotal project and ensure the MAC remains a vibrant home for the arts.

Attached Documents:

- Tiered Budget Proposal with Justifications and Links to Equipment Sources
- Invoice working with our partners at Merced College Theater to source equipment from their vendors.

Contact Information:

Colton Dennis
Merced Multicultural Arts Center
645 W. Main Street
Merced, CA 95340
Phone: 209-388-1090
Email: director@artsmerced.org

We look forward to collaborating with the County of Merced to bring this vision to life.

2024 ARTS COUNCIL TECHNICAL BUDGET FOR IMPROVEMENTS

TIER 1: Light Board				
ETC ELEMENT 2 (16, 102 outputs)	1	\$6,872.75	This is the "control center" for all the lights, allowing precise programming and operation of lighting cues. It's essential for creating professional quality lighting effects for any type of show.	see attachment from Merced College
Tier 1 Total:		\$6,872.75	Tier Justification: This TIER is the backbone of the lighting system, offering advanced control and stability for productions in the theater, on the road, or in more traditional configurations involving spotlights or private events. It is the most essential part for enhancing the MAC's production capabilities.	
TIER 2: Light Board and Additional Equipment				
DeL P2424HT Monitor	2	\$900.00	These monitors allow the lighting operator to see and manage lighting cues clearly, ensuring smooth transitions and accurate control during performances.	see attachment from Merced College
ETCpad Tablet Remote	1	\$2,475.90	This handheld remote lets the lighting team make adjustments from anywhere in the theater, improving efficiency during rehearsals and performances.	see attachment from Merced College
CC20 Dual 20A Constant Current Module	1	\$280.00	Provides stable power for modern LED lights and moving fixtures that need constant electricity to function correctly.	see attachment from Merced College
R20 Dual 20A Relay Modules	2	\$1,170.00	Allows on/off control of special effects or equipment, like fog machines or non-dimmable lights, directly from the lighting console.	see attachment from Merced College
Tier 1 & 2 Total:		\$11,628.65	Tier Justification: This TIER adds essential accessories to the light board that include monitors for cue management and the ETCpad for mobility, allowing operators to make adjustments from anywhere in the theater. The modules manage and distribute electrical power to lighting fixtures in a safe, reliable, and flexible manner.	
TIER 3: Advanced Lighting Package				
Chauvet COLORado PAR H12P	4	\$1,600.00	These lights provide an even glow across the stage, ensuring the entire performance area is well lit and consistent. Perfect for creating colorful moods or general lighting for plays, musicals, or dance shows.	https://www.chauvet.com/products/Colorado/H12P
QLAB Media Server	1	\$1,199.00	An industry standard media server for synchronizing video, audio, and lighting cues, ensuring smooth integration of multimedia in productions with a user-friendly interface.	https://www.qlab.com/en-us/products/media-server
Tier 1, 2, 3 Total:		\$14,427.65	Tier Justification: This tier incorporates additional lighting fixtures to expand the system's flexibility and production quality. Wash lights ensure even coverage, spotlights provide focused lighting for key areas, and the moving light adds dynamic effects for creative productions.	

Conclusion

This proposal prioritizes a lighting system upgrade as the foundation for modernizing the MAC's Main Box Theater. The addition of fixtures and equipment further enhances the theater's versatility and production quality, providing a space that empowers performers, engages audiences, and serves as a vital cultural hub for Merced County.



890 Walsh Avenue
Santa Clara, CA 95050
(408) 986-0210
FAX (408) 986-9552

PICKING TICKET

INVOICE NUMBER: 01011058 INVOICE DATE: 12/05/24 PAGE NO: 1

S O L D T O	**CASH ACCOUNT DECEMBER 2024**		ACCOUNT NO: 1224	S H I P T O	**CASH ACCOUNT DECEMBER 2024**	
	MERCED MULTICULTURAL ART CTR				MERCED MULTICULTURAL ART CTR	
	**				CHAD PHILLIPS	
	**				645 W MAIN ST	
	**				MERCED CA 95340	

CUSTOMER P.O. NO:		ORDERED BY / TEL:		DATE ORDERED:	DATE REQUIRED:	SHIPPED VIA:	PRIORITY TERMS:	ENTERED BY / REP:	ORIGINAL INVOICE NO:
* QUOTATION ONLY *				12/05/24	12/25/24	UPS	PPD	0375	01011058
COMMENTS:				TERMS:		DD UNIT WAREHOUSE:		PHONE NO:	SALES PERSON:
				N300		QT		01 / 01	000 000 0000 099

LINE NO	QUANTITY ORDERED	QUANTITY BACK ORDERED	QUANTITY SHIPPED	SKU	DESCRIPTION	WAREHOUSE LOCATION	UNIT PRICE	UOM	EXTENDED AMOUNT
THE PRICES SHOWN ON THIS DOCUMENT ARE THE UNIT PRICE AND THE EXTENDED AMOUNT									
10	1	0	0	20 3343	ELEMENT 2 JK 1024 OUTPUTS		6.872 75	EA	6.872 75
20	2	0	0	20 2174	DELL 24 P2424H1 23.8" MONITOR		450 00	EA	900 00
30	1	0	0	NS8888	ETCPAD 1AB11T REMOTE		2.425 90	EA	2.425 90
40	1	0	0	20 3433	CC20 DUAL 20A CONST CIR MODULE		260 00	EA	260 00
50	2	0	0	20 3432	R20 DUAL 20A RELAY MODUIT		585 00	EA	1.170 00

RECEIVED BY:				DATE:		THANKS FOR YOUR ORDER!		SUB TOTAL		11,628.65
PICKED BY:				CHECKED BY:				SALES TAX		951.36
DATE SHIPPED:				SHIPPED VIA:		TOTAL PIECES:		ESTIMATED TRANSPORTATION		150.00
						TOTAL WEIGHT:		TOTAL		12,738.01

PLEASE CONTACT US WITHIN 5 DAYS IF YOU FIND ANY DAMAGE OR DISCREPANCY.