



April 24, 2025

Fritzi Martinez
Recreation Coordinator
City of Merced
678 W. 18th St
Merced, CA 95340

260 E. 15th Street
Merced, CA 95341
(209) 385-7337
(209) 724-4006 Fax
www.first5mercedcounty.org

COMMISSIONERS

Supervisor Josh Pedrozo
Commission Chair
Board of Supervisors, District 2

Yvonna Brown, EdD,MSW,
Commission Vice-Chair,
Director
Human Services Agency

Kimiko Vang, Director
Behavioral Health and Recovery
Services

Dr. Salvador Sandoval
County Health Officer

Aaron Lequia
District 1 Representative

Cindie Diblee
District 2 Representative

Shirley Brown, R.N.
District 3 Representative

Eva de Long
District 4 Representative

Paula Smith
District 5 Representative

Equal Opportunity Employer

Subject: Agreement Letter – First 5 Merced County Community Engagement Event Sponsorship Program

Dear Fritzi Martinez,

Congratulations! The City of Merced has been selected for funding for \$1,000.00 to support the Movies in the Park- Moana 2: May 16, 2025/The Art Kamanga Center.

By accepting First 5 Merced County funds, the recipient organization agrees to the following:

1. The Children's Bill of Rights will be distributed during the event in a variety of creative ways, which may include activities designed around the Bill, and planned in coordination with First 5. First 5 will also assist in obtaining the necessary printed materials to distribute.
2. First 5 can provide 2 large, mounted posters and one banner of the Bill for display during the event.
3. Selected Recipients will plan and implement this event in coordination with First 5 Merced County staff available to provide technical assistance and support to promote the events success.
4. Provided funds will be used as stated in the Letter of Request submitted to, and negotiated with First 5 Merced County, and in compliance with the approved Funding Guidelines and Criteria for this program.
5. Minimum general commercial liability insurance will be provided for the event, as follows: \$500,000 combined single limits per occurrence and \$1,000,000 annual aggregate covering bodily injury, personal injury and property damage.
6. The event shall not include any religious teaching, instruction, indoctrination, proselytizing, exposure or discussion. All services/activities provided shall be secular.
7. First 5 Merced County funds shall be used only to supplement existing levels of service and not solely to fund existing levels of service. No First 5 Merced County funds shall be used to supplant existing funds from any source for any purpose.

8. Any marketing efforts and/or materials for the sponsored event shall identify First 5 Merced County as a sponsoring or co-sponsoring entity and include the official First 5 Merced County logo and identify the event as supportive of the Children's Bill of Rights for Merced County.
9. If the sponsored event does not occur for any reason, First 5 Merced County will receive repayment of First 5 funding from the recipient organization.
10. Following the completion of the sponsored event, funding recipients will complete a survey of the event, documenting the estimated attendance, its benefits for those attending and related information.
11. First 5 Merced County reserves the right to terminate this agreement and its payment provisions, should the funding recipient and/or the sponsored event fail to comply with the terms of this agreement.
12. The funding recipient agrees to indemnify, defend and hold harmless First 5 Merced County, its Commission, staff, and agents, and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise.
13. The funding recipient warrants and covenants that no official or employee of the County of Merced, First 5 Merced County, nor any business entity in which an official of the County or First 5 has an interest, has been employed or retained to solicit or aid in the procuring of the agreement, nor that any such person will be employed or otherwise benefit from the performance of this agreement without immediate divulgence of such fact to First 5 Merced County.
14. The funding recipient shall not discriminate or in any way limit access to the sponsored event supported under this agreement based on race, creed, religion, color, national origin, sex, disability, or medical condition.

Payment of funds shall be provided to the recipient organization upon return of this agreement, once signed by an authorized official, agreeing to comply with the terms, as presented, and completing the attached invoice template.

Signature by the authorized
official:

Date:

Scott McBride
City of Merced

If you have any questions, please contact me directly at (209) 385-7337.

Sincerely,

Scott Waite
Executive Director
First 5 Merced County

APPROVED AS TO FORM:
Craig Cornwell
City Attorney, City of Merced