



September 15, 2025

Scott McBride
City Manager
City of Merced
678 18th Street
Merced, CA 95340

Re: Grant Award Letter and Grant Agreement for General Vang Pao Memorial Statue and Mural, Grant #2025-007-AX

Dear Mr. McBride:

It is a pleasure to inform you that Parks California has approved a grant in the amount of \$77,000.00 (Grant) payable to City of Merced. This Grant is to support *General Vang Pao Memorial Statue and Mural*.

Unless approved in writing by Parks California, City of Merced must adhere to the terms and conditions of the attached Grant Agreement (Agreement) and the proposal submitted to Parks California on 06/13/2025 (Proposal). If the terms of the Agreement differ from your Proposal, the Agreement will control. By signing the attached Agreement, City of Merced confirms that it agrees to all of the terms and conditions set forth in the Agreement.

If the payment or reporting schedules in the Agreement present any significant difficulties for you, please contact us as soon as possible. If the Agreement correctly sets forth your understanding of the terms and conditions of the grant, please have an authorized officer of City of Merced sign and return the attached Agreement. Please retain a copy for your files. Funds will not be released prior to the receipt of the signed Agreement.

Please direct any communications regarding this grant to Sarah Scheideman, Arts in California Parks Program Manager, at Sscheideman@parkscalifornia.org, 760-409-6445. **In all correspondence, please refer to the above-referenced grant number.**

The Parks California Board of Directors and I are pleased to assist you with this project and wish you success.

Sincerely,

Heana Chung

Heana Chung
Vice President, Operations & Finance

Organization:	City of Merced	Program:	Access
Project Name:	General Vang Pao Memorial Statue and Mural	Grant Number:	2025-007-AX
Grant Amount:	\$77,000.00		

GRANT AGREEMENT

This Grant Agreement (Agreement) is entered into as of the Effective Date (defined below) by and between Parks California (ParksCA) and City of Merced (Grantee). ParksCA and Grantee hereby agree as follows:

1. **Grant.** ParksCA makes this grant of \$77,000.00 (Grant) to Grantee to support General Vang Pao Memorial Statue and Mural for purposes of the Arts in California Parks Program, as described in this Agreement.
2. **Term.** The term of the Grant is from the date Grantee signs this Agreement (Effective Date) to the due date of the Final Grant Report, as specified in **Attachment 1**.
3. **Payment and Use of Funds.** Upon receipt of this Agreement signed by Grantee, Grant funds will be disbursed according to the schedule in **Attachment 1**, subject to the provisions of this Agreement. Grantee acknowledges the grant funds are not a gift or donation. Grantee shall expend grant funds exclusively for the stated charitable or educational purpose consistent with its tax-exempt status and as outlined in the Proposal. Funds received may not be used to intervene in any election or to support/oppose political candidates for voter registration, or lobbying purposes as outlined by the applicable IRS code. Grantee shall return any grant funds that are not spent or committed for the purposes of the grant to ParksCA. While this grant is to be restricted/intended for use for the purposes described in **Attachment 1**, this grant award shall not be deemed to be contingent upon the accomplishment of any specific, measurable barriers. The Grantee shall assume the obligation to furnish any additional funds necessary to complete the scope of this Project.
4. **Artwork, Project Materials, Data, Research, Knowledge, and Other Information.** The parties agree that a material condition of this Agreement is that Grantee makes the artwork, project materials, data, research, knowledge, and other information developed with the Grant funds freely and promptly available and without condition to ParksCA, consistent with the charitable purposes of the Grant.
5. **Tax Status.** By entering into this Agreement, Grantee certifies that it is either (1) a tax-exempt entity under Internal Revenue Code Section 501(c)(3) but not a private foundation as defined by Internal Revenue Code Section 509; or (2) a government agency; Grantee shall advise ParksCA immediately, in writing, if its federal tax-exempt status or foundation classification has changed.
6. **Grant for a Fiscally Sponsored Project.** If Grantee is accepting the funds provided under this Agreement as the fiscal sponsor for the Project or organization, the Grantee shall maintain the Grant funds in a separate bank account, or a separate bookkeeping account within Grantee's accounting system, and the use of those funds shall be limited to the charitable purposes of this Grant.
7. **Reporting.** Grantee will deliver written Grant report(s) to ParksCA according to the schedule in **Attachment 1** and the format outlined in **Attachment 2** (Grant Report Guidelines). Unless provided otherwise, the Grant Report(s) shall follow the reporting guidelines outlined in **Attachment 2**. **Grantee must obtain pre-approval in writing for any reallocation of the budget of 10% or more in any line item, or for creation of a new line item, from ParksCA.**
8. **Acknowledgement and Publication.**
 - a. Before Grantee makes any public announcement or publishes a written description of the Grant and the Project funded by the Grant, including in the media or on the internet, Grantee shall coordinate with, and seek prior written approval of, all messaging with ParksCA, which also will coordinate such public announcement and messaging with the California Department of Parks

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and Recreation (Department), as applicable. Grantee understands that ParksCA may also require attribution and/or acknowledgment of ParksCA and/or the Department in any such public announcements and related media regarding the Grant and the Project funded by the Grant. Grantee shall also submit copies of all printed media coverage of or other printed public references to Grantee's work funded by this Agreement, and shall promptly notify ParksCA, in writing, of all other, related media coverage or public references. If Grantee makes any public announcement or publishes a written description of the Grant, the Grant is to be described as having been "...funded in part by the *Arts in California Parks local parks grant program*, administered by Parks California." Further communication and style guidance for referencing the Grant are outlined in **Attachment 3**.

- b. Grantee agrees that ParksCA may include information related to the Grant, including, but not limited to, information and visual assets submitted to ParksCA through applications and reports, in periodic public reports and may refer to the Grant in a press release or other public communication without Grantee's prior approval.
9. **Ownership of Intellectual Property Rights.** Copyrights associated with any original works developed in support of the Project activities described in **Attachment 1, Exhibit A** pursuant to this Agreement, shall belong to the original artist of the Project (Artist) upon creation, and shall continue in Artist's ownership upon termination of this Agreement. If Artist and Grantee are not one and the same, Grantee will enter into a separate agreement with Artist, and such agreement will contain provisions requiring Artist to register and maintain the copyright for the Project works created, with the United States Copyright Office. Further, Artist and/or Grantee shall grant to ParksCA and the Department a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, the original works developed pursuant to this Agreement. Grantee's agreement with Artist will also contain a covenant that Artist will not incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining ParksCA and the Department's prior written permission, and (b) granting to or obtaining for ParksCA and the Department a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works. If Grantee is the Artist, Grantee also hereby agrees to all of the foregoing provisions on Grantee's own behalf.
 10. **Records.** Grantee will maintain financial books and records as required by the Internal Revenue Code and U.S. Department of Treasury Regulations and, if requested by ParksCA or its agent, will promptly make such books and records available to ParksCA or its agent at a reasonable time and location for review and audit. Grantee will keep copies of all books and records for at least four years after the date that all of Grantee's obligations under this Agreement have been fulfilled.
 11. **Compliance.** Grantee shall ensure compliance with all applicable laws and regulations in the performance of activities under this Agreement, including, without limitation, those laws or requirements regarding authority to conduct business, permits, licenses, tax, employment, reporting, data protection, lobbying and contacts with government officials (including the provision of gifts) as well as the Telephone Consumer Protection Act of 1991, as amended, and any and all other laws, of any applicable jurisdiction, governing the work performed. Grantee further agrees that no funds received under this Agreement will be used to engage in civil disobedience.
 12. **Governing Law.** This Agreement is governed by the laws of the State of California, and the parties agree that this Agreement is governed by the laws of the State of California, and the parties agree that enforcement of the Agreement, and resolution of any disputes arising out of or related to the subject matter of the Agreement, shall first be submitted to mediation and then, if unsuccessful, venue shall be proper in Sacramento County and the prevailing party shall be entitled to their

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Project Name:	General Vang Pao Memorial Statue and Mural	Grant Number:	2025-007-AX
Grant Amount:	\$77,000.00		

attorney's fees and costs incurred except that any party who fails to participate in pre-litigation mediation shall not be entitled to attorney's fees and costs incurred.

13. **Indemnification.** Grantee shall indemnify, hold harmless, and defend ParksCA and the Department, their officers, agents, and employees against any and all claims, demands, damages, costs, expenses, or liability costs (including but not limited to attorney fees, expert fees, and cost of suit), arising indirectly or directly or in any way related to the performance of this Agreement by Grantee and/or Artist, by reason of its acts or omissions and/or its obligation pursuant to this Agreement and/or by reason of injury, death, property damage, or any claim arising from the alleged violations of any state or federal law, statute, or regulation, including but not limited to the Americans with Disabilities Act of 1990 Titles I, II and III (ADA), however caused or alleged to have been caused, provided, however, in no event shall Grantee be obligated to defend or indemnify ParksCA or the Department with respect to the willful misconduct, or to the extent of the sole negligence, of ParksCA or the Department, its employees, or agents.
14. **Personnel Changes.** Grantee shall notify ParksCA immediately and in writing, of any anticipated or actual changes in Artist and/or Grantee's head of organization, regardless of title, and/or key personnel identified either in the Proposal or this Agreement. Grantee acknowledges and agrees that changes in Grantee's head of organization, regardless of title, and/or key personnel may trigger ParksCA's review and reassessment of Grantee's ability to meet the purposes of the Grant, and that, following such review, ParksCA may decide to impose additional terms, conditions, or other limitations on any unexpended Grant funds, including return of those funds.
15. **Acknowledgement of Funding from the Department.** Grantee understands and acknowledges that ParksCA has obtained funding from the Department that has enabled ParksCA to provide the Grant funds to Grantee under this Agreement, in accordance with Project(s) outlined under the Work Order Process Agreement, by and among the Department and ParksCA (Process Agreement). While Grantee is not considered to be a vendor or sub-contractor under the Process Agreement, Grantee hereby agrees to comply with Section L "Hold Harmless Agreement," and Section R "Non-Discrimination Clause" of the Process Agreement, to the extent applicable to Grantee's obligations under this Agreement and as those terms and conditions are included in **Attachment 4** of this Agreement.
16. **Agreement with Local Park.** For all Projects proposed that include performance, display or installation in a local park or real property not owned by Grantee, Grantee shall enter into an agreement, approved by ParksCA, with the landowner impacted by the Project. Such agreement shall address and resolve all liability, permitting, insurance, ownership, ongoing maintenance obligations, project site control and operations, intellectual property licensing, installation and end of useful life removal issues as between the landowner and Grantee within 90 days of executing this agreement. This may include waivers under the Visual Artist Rights Act (17 UCS Section 106A) with respect to any physical art installations.
17. **Transfer.** The Project developed with grant funds may be transferred to another eligible entity only if the successor entity assumes the obligations imposed under this Agreement and with prior written approval of ParksCA.
18. **Prohibited Uses.**
 - a. Grantee shall not use any portion of the Grant funds for reportable or disclosable activities under applicable state or local campaign finance disclosure or election laws, such as ballot measure contributions.

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- b. Grantee shall not use any portion of the Grant funds in any attempt to influence legislation within the meaning of Internal Revenue Code sections 501(h), 4911, 4945(d)(1) or (e). Grant funds shall not be used to support any activities requiring lobbying reporting and/or registration under the laws of any jurisdiction.
 - c. Grantee shall not use any of the Grant funds for any of the following purposes: to influence the outcome of any specific public election, or to conduct, directly or indirectly, any voter registration drive, within the meaning of Internal Revenue Code Section 4945(d)(2); to induce or encourage violations of law or public policy; to cause any private inurement or improper private benefit to occur; to take any action that would, or reasonably could, jeopardize its tax-exempt status under Internal Revenue Code Section 501(c)(3); to provide a grant to an individual or organization which does not comply with the requirements of Internal Revenue Code sections 4945(d)(3) and (4); or, for any other purpose that is not charitable, scientific, or educational, within the meaning of Internal Revenue Code Section 170(c)(2)(B).
19. **Termination.** Failure by Grantee to comply with the provisions of this Agreement may be cause for suspension of all obligations of ParksCA under this Agreement unless ParksCA determines that such failure was due to no fault of Grantee. In such case, Grantee may retain eligible costs properly incurred in performance of this Agreement despite nonperformance of Grantee. Grantee agrees to mitigate its losses to the best of its ability.
20. **Noncompletion.** In the event of noncompletion of the Project, Grantee shall return all unused funds to ParksCA.
21. **Apportionment.** In the event judgment is entered against Grantee and ParksCA because of the concurrent negligence of Grantee and ParksCA, their officers, agents, or employees, an apportionment of the liability to pay such judgment shall be made by a court of competent jurisdiction. Neither Party shall request a jury apportionment.
22. **Entire Agreement.** This Agreement represents the entire agreement of the parties with respect to the Grant and supersedes any prior oral or written understanding or communication between the parties. This Agreement shall only be amended or modified in a writing signed by both parties, except that a no-cost extension, adjustment to payment schedule, or minor change to the project budget or scope of activities may be approved unilaterally by ParksCA through a written or email communication to Grantee.
23. **Severability.** If any provision of this Agreement or Proposal is held invalid, the invalidity shall not affect other provisions of this Agreement or Proposal, which can be given effect without the invalid provision and to this end the provisions of this Agreement are severable.
24. **Assignability.** Grantee's interest in and responsibilities under this Agreement shall not be assignable by Grantee in whole or in part without prior written consent of ParksCA.
25. **Due Authority.**
- a. By signing this Agreement, Grantee agrees to its terms and conditions, and warrants and represents that its signatory whose signature appears below has been, and is on the date of this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on its behalf.
 - b. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic means, and/or an

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electronic "e-signature" may be used by an authorized representative of Grantee to bind it to this Agreement, and any such signature shall have the same legal effect as an original.

Organization: City of Merced
Project Name: General Vang Pao Memorial Statue and Mural
Grant Amount: \$77,000.00
Program: Access
Grant Number: 2025-007-AX

ParksCA:

By: _____ Date: _____
Heana Chung
Vice President of Operations & Finance

City of Merced:

By: Scott McBride Date: 22/09/2025
Scott McBride (Imp 22, 2025 16: 29 43 PDT)
(Signature)
Printed name: Scott McBride
Title: City Manager
EIN: 94-6000371

Parks California is able to make grant payments either via a mailed check or via ACH (direct deposit).
If an ACH payment has been selected and not utilized for a prior Parks California grant award, a completed version of [this form](#) must be sent to Meredith Wade, Finance Manager, mwade@parkscalifornia.org for funds to be released.

Grantee has selected the following: Mailed Check

Organization: City of Merced
Mailing Address: Address: 678 18th Street
City/State/Zip Code: Merced, CA 95340

Organization:	City of Merced	Program:	Access
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Attachment 1: ParksCA Reporting and Payment Schedule

PAYMENT AMOUNT	DUE DATE	PAYMENT DESCRIPTION	OTHER SCHEDULED ACTIVITIES OR DELIVERABLES
\$77,000.00	October 31, 2025	Grant funds shall be paid within the normal course of business, within 30 days of receipt of a signed grant agreement that sets forth the roles and Project components, activities, timeline, metrics, and funding needs and commitments as described in Exhibit A attached hereto ("Scope of Grant & Budget")	N/A
N/A	December 31, 2025	N/A	If applicable, Agreement with landowner as described in Section 16 of the Agreement.
N/A	February - March 2026	N/A	Interim Project Check-in Call
N/A	October 30, 2026	N/A	Final Report Reporting Period: October 2025 - September 2026

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Attachment 1 - Exhibit A

Scope of Grant & Budget

Project Summary: General Vang Pao Park will honor the Hmong community's roots in Merced with recreation, reflection, and a memorial plaza. Featuring native landscaping, a monument recognizing General Vang Pao's efforts, and an interactive musical centerpiece for all ages, the park will celebrate cultural pride while bringing neighbors together to share heritage, history, and community.

Park Location(s): General Vang Pao Park, Coordinates 37.348093, -120.482781

Key Partner(s):

- City of Merced - Parks & Community Services Department
 - Role: Project Lead & Park Manager
 - Key Contacts: Christopher Jensen, Director; Jennifer Flachman, Public Information Officer
- Melton Design Group
 - Role: Landscape Architecture, Monument Design, and Site Installation
 - Key Contact: Sarah Crossley, Senior Project Manager
- Merced Lao Family Resource Center
 - Role: Cultural Consultant & Community Liaison (Nonprofit Partner)
 - Key Contact: Paul Thao, Executive Director
- Merced Arts & Culture Commission
 - Role: Public Art Advisory & Community Engagement
 - Key Contacts: Jennifer Flachman, PIO; Colton Dennis, Executive Director (Merced County Arts Council)
- General Vang Pao Park Community Naming Committee
 - Role: Historical Advisors & Veteran Engagement
 - Key Contact: Moua Thoa, Community Elder

Number of Community Members Involved: 2000

Organization: City of Merced **Program:** Access
Project Name: General Vang Pao Memorial Statue and Mural **Grant Number:** 2025-007-AX
Grant Amount: \$77,000.00

Budget:

Arts in California Parks | Local Parks Grant Program

Project Budget | 2025 Implementation Grant

Applicant: City of Merced

Program/Project Name: General Vang Pao Monument and Plaza at General Vang Pao Park

Total Grant Amount Requested		\$ 77,000.00
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Budget Item	Arts in CA Parks Request	Other Funding Secured	Item Total
<i>Park Design & Construction</i>			
General Vang Pao Park Master Plan		\$ 319,000.00	\$ 319,000.00
Local Art/Landscape Architect	\$ 1,000.00		\$ 1,000.00
Construction of General Vang Pao	\$ 76,000.00	\$ 30,000.00	\$ 106,000.00
Construction of General Vang Pao		\$ 100,000.00	\$ 100,000.00
Subtotals	\$ 77,000.00	\$ 449,000.00	\$ 526,000.00
Total Project Budget	\$ 77,000.00	\$ 449,000.00	\$ 526,000.00

Grantee must obtain pre-approval in writing for any reallocation of the budget of 10% or more in any line item, or for creation of a new line item, from ParksCA.

Attachment 2: Grant Reporting Guidelines

Reports give the Grantee an opportunity to convey information which best captures the work done during the reporting period. The information provided may also be used to highlight progress, capture impact and notable stories to various internal and external audiences. In addition, the information will be used in evaluating this program's grantmaking process. Lastly, Parks California may provide feedback to Grantees regarding their Project.

Final Reports will include a narrative and financial report and should reflect the entire grant period. **All reports are required to be submitted through [Parks California's Grant Management System](#).**

The Arts in California Parks impact program evaluation is a collaborative process designed to assess the program's goals, effectiveness and impact. There will be two (2) evaluation approach workshops where Grantees can participate and help inform the reporting tools.

The following are high-level areas that will be included in the impact evaluation and that should be considered as you start your projects. A more detailed description of the evaluation templates will be shared at least 30 days prior to the due dates outlined in **Attachment 1**.

The evaluation will consider the following areas:

- **Program engagement, outreach, and promotion:** This area focuses on how effectively the Grantee engages with its intended audience and promotes its program to potential participants. It may involve assessing the reach of promotional efforts, the level of community involvement, and the effectiveness of communication strategies.
- **Communities served:** This area focuses on understanding the demographics and characteristics of the communities that the program serves. It may involve collecting data on participant demographics, geographic reach, and the diversity of communities engaged.
- **Community needs served:** This area assesses how well the program addresses the specific needs of the communities it serves. It may involve gathering feedback from community members and evaluating the program's responsiveness to community priorities.
- **Park accessibility:** This area refers to how your project helps the park become a more welcoming, inclusive, and empowering space in which creativity can be welcomed and explored.
- **Partnerships:** This area examines the collaborative relationships and networks that the program has built. It may involve evaluating the strength of partnerships, the level of collaboration, and the impact of these partnerships on program outcomes.
- **Evaluation metrics:** This area involves specific metrics and indicators to measure the program's success in achieving its goals. It may include quantitative measures such as participation rates, demographic data, as well as qualitative measures such as participant feedback and community impact.

Attachment 3: Arts in California Parks & ParksCA Communication and Style Guide

How to acknowledge the receipt of your Arts in California Parks grant award

To support your communications, ParksCA has prepared pre-approved language, logos, and templates for grantees to use when sharing news about their grant. These materials are housed in Social Press Kit, which includes tools for newsletters, websites, social media, and more.

The link to the Social Press Kit will be shared by your grant manager in the initial congratulatory email following the legal award notification. Please use these materials after the announcement embargo is lifted when referencing your grant publicly and reach out to your grant manager with any questions about how to use them.

Media Releases and Organizational Quotes

There are many ways to share news about your Arts in California Parks local parks grant award, including news stories. If you are interested in a quote for your newsletter, press release or other communication, please email, communications@parkscalifornia.org, with your request and deadline. Please allow at least 48 business hours for response.

Use of the Arts in California Parks & ParksCA logos

Arts in California Parks is a federally and State-registered trademark belonging to the California Department of Parks and Recreation and licensed to Parks California with authority to sublicense to Grantees under the Arts in California Parks local grant program. Parks California requests the Arts in California Parks logo be used in any advertising, signage, events materials and marketing collateral that promotes the art program to the general public. When applicable, the logo should link to the website www.ArtsinCaliforniaParks.org.

The Arts in California Parks and ParksCA name and logos should appear in accordance with the guidance provided within this Attachment (3). Grantees are authorized to use the logos as part of this Agreement for the duration of their grant award, without requiring a separate sub-license agreement. If you would like to use the Arts in California Parks logo, logo files will be available through Social Press Kit.

The Arts in California Parks logo cannot be used on any materials that imply endorsement of legislation or a candidate.

The website, www.ArtsinCaliforniaParks.org, must be included in all posts, materials, or communications that reference the Arts in California Parks® program across any platform.

Social Media

ParksCA encourages Grantees to share posts about their program through their social media platforms.

ParksCA will provide editable assets (images and copy) for social media announcements through ParksCA [Social PressKit](#).

Follow and tag the Arts in California Parks partners; California State Parks, ParksCA, and California Arts Council on your social media posts. Requests for collaborative social media posts can be made in platform. Not all requests can be accepted, so it is suggested that Grantees tag the program partners to increase your post reach.

	Facebook	Instagram	X (Twitter)	LinkedIn
Parks California	@ParksCalifornia	@parkscalifornia		@ParksCalifornia

California State Parks	@CaliforniaStateParks	@castateparks	@CAStateParks	@california-state-parks
California Arts Council	@CaliforniaArtsCouncil	@CalArtsCouncil	@CalArtsCouncil	@California-Arts-Council

Hashtags: #ArtsinCAParks

Arts in California Parks Logo Images

Please find an appropriate graphic below to pair with your link to Arts in California Parks.

The website, www.ArtsinCaliforniaParks.org, must be included in all posts, materials, or communications that reference the Arts in California Parks program across any platform.



ParksCA Logo Images

Grantees are requested to include the ParksCA logo in your program materials. When linking to ParksCA, please use the following website: <https://ParksCalifornia.org/arts>. To receive a copy of the logo, please contact your grant manager.



Responsibilities for Using the Arts in California Parks® and ParksCA Logos

By displaying the Arts in California Parks and ParksCA logo, Grantee agrees to be bound by the following policies:

- These logos may be used in digital channels that make accurate references to Arts in California Parks and ParksCA or its programs or services and must be displayed adjacent to the reference or at the bottom of the same page. Other trademarks and logos must appear at least as prominent as the Arts in California Parks logo.
- The logo must appear by itself, with minimum spacing (the height of the Logo) between each side of the logo and other graphic or textual elements on your page. The logo may not be used as a feature or design element of any other logo.
- You may not alter any element of the logo in any manner, including size, proportions, colors, elements, etc., or animate, morph or otherwise distort its perspective or two-dimensional appearance.
- Logo use is restricted to inclusion in marketing materials related to the *Arts in California Parks* grant and cannot in any other manner. In digital uses, the logo must include a back link to the www.artsincaliforniaparks.org or page of that site.
- You may not use the logo on any site that disparages Arts in California Parks or ParksCA or its programs, or violates any state, federal or international law.
- ParksCA reserves the right in its sole discretion to terminate or modify permission to use either logo at any time. These policies do not grant a license or any other right to Arts in California Parks and ParksCA 's logos or trademarks.
- Arts in California Parks and ParksCA reserves the right to take action against any use that does not conform to these policies, infringes any other Arts in California Parks, and ParksCA right, or violates other applicable law.
- Arts in California Parks and ParksCA's logos cannot be used on any materials that imply endorsement of legislation or a candidate.

Attachment 4: Additional Obligations of Grantee

1. For the term of this Agreement, Grantee shall furnish to ParksCA a Certificate(s) of Insurance and endorsements in compliance with any requirements imposed by landowners impacted by the implementation and/or installation of the Project.
 - a. Endorsements. (The following must appear on the Endorsement Page of any insurance required by the impacted landowner.)
Additional Insured: That ParksCA and the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.

- b. Grantee's Additional Responsibilities.
Grantee is responsible for any deductible or self-insured retention contained within the insurance program. Grantee shall notify ParksCA within ten (10) days of Grantee receiving a notice of cancellation or non-renewal of insurance policies required in this Agreement.

Grantee shall ensure that all subcontractors procure insurance meeting the requirements of these provisions.

Concurrent with the execution of this Agreement, Grantee shall provide to ParksCA evidence that the insurance required to be carried by these provisions, including any endorsement affecting the additional insured status, is in full force and effect and that premiums therefore have been paid. At ParksCA's discretion, such evidence shall be the appropriate ACORD Form (Certificate of Insurance) or a certified copy of the original policy, including all endorsements.

2. Grantee hereby warrants that it will perform all work under any this agreement in accordance with generally accepted professional practices and standards, as well as the requirements of applicable federal, state, and local laws and policies. It is understood that acceptance of Grantee's work by ParksCA shall not operate as a waiver or release.
3. Grantee waives all claims and recourse against ParksCA and the Department, its officers, employees and/or agents, including the right to contribution, for any and all loss, injury, death or damage to persons or property, caused by, arising out of, or in any way connected with or incident to this Agreement, or the rights or obligations herein granted or imposed, except those arising out of the sole active negligence or willful misconduct of the Department.
4. Grantee agrees to indemnify, defend, and save harmless ParksCA and the Department, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.
5. In the event ParksCA or the Department is named as a co-defendant in any legal action related to this Agreement and served with process of such legal action, Parks CA shall immediately notify Grantee of such fact and Grantee shall represent ParksCA and the Department in such legal action as provided herein, unless ParksCA and the Department undertakes to represent itself as co-defendant in such legal action, in which event the Department shall bear its own litigation costs, expenses and attorney fees.
6. Grantee shall not use, circulate, or publish, without the express advance approval of ParksCA and the Department, any names, logos, trademarks, brands, or copyrighted materials belonging to and/or associated with the Department (collectively, "Department IP Rights"). Further, no such use, even if approved by ParksCA and the Department, shall be deemed to instill in Grantee any rights of

ownership on such names, logos, trademarks, copyrights or other materials, and any rights to such use shall not, under any circumstances, continue beyond the term of this Agreement.

7. Any trademarks and/or copyrights belonging to Grantee, prior to the commencement of this Agreement, shall remain in Grantee's sole ownership upon termination of this Agreement.
8. Any new names, logos, brands, and/or trademarks developed during and/or pursuant to this Agreement by Grantee that in any way associate with, identify or implicate an affiliation with the Department and/or are funded by the Department through the Process Agreement shall be approved in writing by the Department, shall belong to the Department upon creation, subject to express written agreement otherwise, and shall continue in the Department's exclusive ownership upon termination of this Agreement. Further, all good will and other rights in said marks shall inure to the benefit of the State of California as the mark owner.
9. Any copyrighted materials and/or trademarks developed and created by Grantee, separate and apart from this Agreement, shall belong to Grantee and shall continue in Grantee's exclusive ownership upon termination of this Agreement. In the event that any trademarks and/or copyrights are created by Grantee during the Term of this Agreement and same are proposed for use in connection with Grantee's performance under this Agreement, Grantee shall promptly notify ParksCA and the Department in writing of its intention to retain ownership in the specific trademarks and/or copyrights.
10. Grantee shall not use any of the Department IP Rights on its social media pages without the express advance approval of ParksCA and the Department.
11. If ParksCA and the Department approve the use by Grantee of any Department IP Rights, Grantee shall: (a) maintain and provide to ParksCA a written record of each use by Grantee of any Department IP Rights that has been approved by ParksCA and the Department; and (b) use such approved Department IP Rights in accordance with the terms and conditions of this **Attachment 4** and the Project Agreement.
12. Grantee hereby represents and warrants to ParksCA and the Department that it is the sole exclusive owner and has the full right, power, and authority over all tangible and intangible property deliverable to ParksCA and the Department in connection with this Agreement, and that any license to use such materials conveyed to the Department and ParksCA shall be delivered free and clear of all claims, liens, charges, judgments, settlements, encumbrances, or security interests.
13. Grantee agrees not to incorporate into or make any deliverables dependent upon any original works of authorship or intellectual property rights of third parties without (a) obtaining the Department's prior written permission, and (b) granting to or obtaining for the Department and ParksCA a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license to use, reproduce, sell, modify, publicly and privately perform, publicly and privately display, and distribute, for any purpose whatsoever, any such prior works.
14. During the performance of this Agreement, Grantee, and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. ParksCA and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (af), set forth

in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. ParksCA and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

15. Grantee shall include nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.
16. In connection with the performance of work under this Agreement, Grantee agrees not to employ, enter into any contract with, or provide any benefit arising from this Agreement to, employees and/or members of the Board of Directors of Parks California or the Department of Parks and Recreation, its officers or employees that has not been approved by the Parks California board of directors in full compliance with: (a) Parks California's conflict of interest policy (a copy of which has been provided to Grantee), and (b) the Non-Profit Corporation Law of the State of California.
17. Grantee will cooperate with ParksCA and the Department to execute any document reasonably necessary to give the foregoing provisions full force and effect.
18. Any dispute or claim in law or equity between Grantee, Parks California, and Department arising out of this Agreement, if not resolved by informal negotiation between the Parties, shall be mediated by the Parties. The Parties shall mutually select a mediator. The mediation process shall continue until the case is resolved or until such time as the mediator makes a finding that there is no possibility of resolution. If there is no possibility of resolution through the mediation process that has been undertaken expeditiously and in good faith by the Parties during a six-month period, either Party may avail itself of all available remedies.
19. The Parties agree that time is considered of the essence in this Agreement for all purposes.
20. Failure by any Party at any time to require performance by another Party of any provision hereof shall in no way affect the right to require full performance any time thereafter, nor shall the waiver by any Party of a breach of any provision of this Agreement constitute a waiver of any succeeding breach of same or any other provision, nor constitute a waiver of the provision itself.

**CA ARTS IN PARKS
GENERAL VANG PAO MEMORIAL STATUE AND MURAL
GRANT AGREEMENT #2025-007-AX**

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 10/23/2025
City Attorney Date

ACCOUNT DATA:
M. VENUS RODRIGUEZ

BY: _____
Verified by Finance Officer