



Date: 10/21/19

Lamguene Kindavong, Recreation Coordinator  
City of Merced Parks & Community Services  
632 W. 18th Street  
Merced, CA 95340

260 E. 15<sup>th</sup> Street  
Merced, CA 95341  
(209) 385-7337  
(209) 724-4006 Fax  
[www.first5mercedcounty.org](http://www.first5mercedcounty.org)

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District 3 Representative

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District 4 Representative

Paula Smith  
District 5 Representative  
Equal Opportunity Employer

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

Dear Lamguene Kindavong;

Congratulations! City of Merced Parks & Community Services has been selected for funding in the amount of \$1,000.00 in order to support the 4<sup>th</sup> Annual Santa's Workshop on December 18, 2019 at City Hall in the Sam Pipes Foyer.

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 on the basis of 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 authorized official: \_\_\_\_\_ Date: \_\_\_\_\_  
Full Name and Title  
Agency/Organization Name

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

Sincerely,



Scott Waite  
Executive Director  
First 5 Merced County