

ARTS GRANT AGREEMENT

BETWEEN

THE CITY OF COSTA MESA

AND

BACKHAUSDANCE

Fiscal Year 2023-24

This agreement, is made on the 16 [day] of April [month], 2024 (the "Effective Date"), by **BACKHAUSDANCE**, hereinafter referred to as "Grantee," and the CITY OF COSTA MESA, a municipal corporation, hereinafter referred to as "City" (the "Agreement.") The purpose of the Arts Grant is to provide funds to Grantee for the project outlined in the Agreement Scope (the "Agreement Scope").

The grant provided herein is comprised of public funds. Therefore, to ensure that the public funds are used for a public purpose, in accordance with the law, the City and Grantee hereby agree to the following terms. Grantee will be responsible for administering the following agreement terms in a manner satisfactory to the City and consistent with the standards required as a condition of providing these funds.

TERMS AND CONDITIONS OF ARTS GRANT

1. TERM.

The term of this Agreement shall mean the period commencing on the Effective Date of this Agreement and expiring one year from the date. The term of this Agreement may be extended by mutual written agreement of the parties.

2. DESCRIPTION OF SERVICE.

The service to be performed by Grantee is as follows:

Backhausdance presents "Movement Mosaic: Explorations and Innovations in Contemporary Dance," an interactive, educational performance held at the Costa Mesa High School Performing Arts Center in late January 2025 for 350 diverse students from several Costa Mesa schools including Costa Mesa Middle/High School, Estancia High School, Early College High School, Tewinkle Middle School and Davis Magnet sixth graders. The one-hour performance (9:30am-10:30am) of a brand new choreographic work for Backhausdance's Season 22 (2024-2025) is designed to engage and inspire students with the creative, expressive and physically demanding artistic elements of contemporary dance, most for the first time. Ten Backhausdance professional dancers will participate in this arts education event prepared specifically for the Costa Mesa schools with audience participation and a facilitated discussion by Jennifer Backhaus, artistic director, and Amanda Kay White, associate artistic director, to break down the dance movement phrases, production, lighting, costumes, musical elements, artistic choices and more, ending with a question & answer session between dancers and the audience. The program connects closely to the goals of the City of Costa Mesa's Arts & Culture Master Plan and the mission of the Arts Grant Program. Our goal is to provide access and equity to enrich the lives of students from lower socio-economic environments through the art and joy of contemporary dance and to support dance education programming throughout Costa Mesa. These valuable experiences are greatly needed to introduce students to a broader scope of pursuing college and careers in the

performing arts industries associated with Career Technical Education (CTE) while seeing that dance builds self-confidence, teamwork, communication, trust, respect, discipline, positive relationships, and overall mental health and well-being. Dance provides students and people of all abilities with vital creative outlets for expression which helps balance the many academic and social stressors of their lives with rising instances of anxiety and depression.

Grantee warrants those funds granted by this Agreement shall be used solely for the activities described in the Grantee Application and supporting documentation attached hereto as Exhibit "A." If the activities to be funded under this Agreement is cancelled or substantially altered, Grantee agrees to notify the City and to be subject to the City's request to refund the grant amount in full or in part.

3. GRANT AMOUNT.

The total grant payable to Grantee by the City for services under this Agreement shall not exceed the sum of one thousand four hundred and fifty dollars (\$1,450) (the "Grant Funds") as part of the City of Costa Mesa Arts Grant Program.

4. USE OF ARTS GRANTS PROCEEDS.

- a. Grant Funds are to be disbursed as outlined in this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Agreement Scope and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Agreement Scope.
- b. In accordance with the Agreement Scope and the Fiscal Year 2023-24 Arts Grant Guidelines, all Arts Grant funds are eligible to be used one year from the date on this agreement. Any extension of fund use must be requested in writing and approved in writing by City.
- c. All costs accrued for services and/or supplies prior to the execution of Agreement are not eligible for funding or reimbursement through the use of Arts Grant proceeds.
- d. Eligible and ineligible costs include, but are not limited to, items detailed in the Arts Grant Guidelines, in the section titled *Eligible and Ineligible Costs*.
- e. Grantee warrants that funding is for a program of community benefit within the City of Costa Mesa.
- f. Grantee agrees to follow all guidelines established by the City of Costa Mesa regarding the Arts Grant Program.
- g. Grantee agrees to complete and submit the Final Report, attached hereto as Exhibit "B."

5. CONDITIONS OF FUNDING AND DISBURSEMENT.

City shall have no obligation to provide the Grant Funds or to make any subsequent disbursement of Grant Funds, and may seek reimbursement of Grant Funds proceeds, if any of the following requirements are not fully satisfied:

- a. Grantee agrees to use Grant Funds to implement the Agreement Scope, including using the these funds to only cover expenditures for programs and services incurred during the Agreement Scope dates and under the terms and conditions of this Arts Grant Agreement.
- b. Grantee shall certify that the Agreement Scope is within Costa Mesa city limits or that the Grantee's main address is within Costa Mesa city limits.
- c. Grantee shall complete all work in accordance with Agreement Scope, reasonably, as soon as possible, but in no case later than thirty (30) calendar days after the project deadline. Grantee shall notify the City of events or proposed changes that could affect the Agreement Scope.

- d. The Grantee shall be responsible for the performance of the work, as set forth herein, and for the preparation of reports required by this Arts Grant Agreement.
- e. Before Grantee makes any material changes to the Agreement Scope, Grantee agrees to submit changes to the City, in writing, a proposal requesting changes to the Agreement Scope. Grantee shall make no material changes to the Agreement Scope unless and until City formally approves the Grantee's request in writing.
- f. Grantee shall provide full and timely information to the City to update staff on programs and include naming the City in any publications and/or social media, whether in digital or print format, as opportunities arise.
- g. Grantee shall retain all records and supporting documentation, including expenditure receipts, applicable to the Agreement Scope and this Agreement for a period of three (3) years, and make all records and supporting documentation readily available, upon request, for inspection and/or audit by representatives of the City.

6. PERMITS AND LICENSES.

Grantee, at its sole expense, will obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of the services under this Agreement.

7. PUBLIC ACKNOWLEDGEMENT.

- a. Grantees must credit the City of Costa Mesa Parks & Community Services department for its support of the project in printed, electronic and broadcast promotions.
- b. The following acknowledgement along with a City of Costa Mesa logo (provided in the Appendix with guidelines) must appear on all printed and electronic materials: "This project is funded in part by the City of Costa Mesa's Arts Grant program."
- c. Grantees who fail to provide public acknowledgement may be denied future project funding.

8. EVENT/PROGRAM PROMOTIONAL OPPORTUNITIES.

Grantee has the option to supply event and/or program information including the date, location, time, admission costs, parking and related details for inclusion in City communications such as e-newsletter, emails, social media and website. At its discretion, the Parks & Community Services department will provide support in distributing the information through the City's established channels of communication. If Grantee wishes to participate, the Grantee needs to submit the information to the Arts Specialist at least six (6) weeks prior to the event or program.

Please initial box to opt-in to promotional opportunities

9. RETURN OF GRANT FUNDS.

Any determination, by the City, of noncompliance with activities and expenditures outlined in the Agreement Scope without prior notice and express approval by the City, upon demand by the City, Grantee agrees to return to the City the amount requested by the City, up to and including an amount equivalent to the full Grant award. Failure of the Grantee to comply with the terms of this Agreement shall not be the cause for return of Grant funds if, in the judgement of the City, such failure was due to no fault of the Grantee. In such case, any amount required to settle, at minimum cost, any irrevocable obligations properly incurred shall be eligible to be paid by Grant funds.

10. REQUIRED REPORTS.

Grantee shall submit a Final Report and Finalized Budget with receipts to the City (30) calendar days after the Agreement Scope end date or February 28, 2025, whichever is earlier. Failure to complete the following reports may render the recipient ineligible to receive arts grant awards the following fiscal year.

11. DISBURSEMENT OF GRANT FUNDS.

The Grant amount to be provided to the grantee, under this Agreement, may be disbursed as follows:

- a. Payment in full will be disbursed upon approval of the Arts Commission, and receipt of fully executed contract.
- b. Any payment of a Grant amount in excess of the final Project costs shall be returned to the City within sixty (60) days of completion of the Agreement Scope or the Project end date, whichever comes first.
- c. If the funds are not used for authorized purposes, the remaining funds shall be returned or reimbursed to the City.

12. PROJECT CANCELLATION.

- a. If a Grantee wishes to cancel a Project at any time, Grantee shall notify the City in writing within fifteen (15) calendar days of the decision to cancel and Grantee, at the time it provides the City with notice of cancellation, shall return all Grant funds to the City.
- b. In the event an approved Agreement Scope cannot be completed for any reason, and if Grant funds were disbursed to Grantee, Grantee agrees to return all Grant funds to the City forthwith.

13. PROJECT MODIFICATION OR TERMINATION.

Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project, or prior to first disbursement of funds. After Project commencement, as outlined in the Agreement Scope, or disbursement of Arts Grant funds, this Agreement may be rescinded, modified or amended only by mutual agreement, in writing, of both the City and Grantee.

14. GRANT MONITORING.

City's representative may visit Grantee's offices or program site to evaluate service. Pursuant to the terms of this Agreement, Grantee will allow City's representative to inspect and audit records demonstrating that funds were expended for approved costs to deliver the service(s) described in this Agreement.

15. LOSS OF GRANT.

At the discretion of the City, the following actions may result in a loss of all or in part of any Grant amount allocated to the Grantee:

- a. Grantee fails to enter into a signed Agreement with the City within sixty (60) calendar days of receipt of the Agreement.
- b. Activities associated with Grantee occur that do not align with activities described in the Agreement Scope, including, but not limited to, reduction in services, significant alteration of Agreement Scope elements, such as performers, artists or attendees, or significant changes in budget income, expenses or line item designations from Grantee's budget, included in the Agreement Scope.
- c. Grantee withdraws or terminates the Agreement Scope.

16. RELATION OF THE PARTIES.

The relationship of the parties to this Agreement shall be that of independent contractors and that in no event shall Grantee be considered an officer, agent, servant, volunteer, or employee of the City. Grantee shall be solely responsible for any workers' compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

17. DISCRIMINATION AND HARASSMENT PROHIBITED.

In performance of this Agreement, Grantee shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, age, gender, gender identity, gender expression, or military or veterans' status. Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition, marital status, sexual orientation, age gender, gender identity, gender expression, or military or veterans' status. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

18. COMPLIANCE WITH LAW.

Grantee shall comply with all state and federal laws, including but not limited to, the requirement to hire only those persons authorized by federal law to work in the United States.

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should formal or informal legal action occur, venue shall be in the Superior Court of the County of Orange.

The Grantee shall comply with the federal Americans with Disability Act, Public Law 101-336, and observe the disability discrimination prohibitions of such laws in the performance of the work required under this Agreement.

19. NOTICES.

- a. The names and addresses of the persons who are authorized to give written notices to receive written notice on behalf of City and on behalf of Grantee under this Agreement.
- b. Each party will notify the other immediately of any changes of address that would require any notice or delivery to be directed to another address.

<u>For Grantee:</u>	<u>For City:</u>
Name of arts organization or artist: Backhausdance Attn: Jennifer Backhaus Address: PO Box 5890, Orange CA 92863 Email: nancy@backhausdance.org Phone: (949) 751-7874	City of Costa Mesa Attn: Laurette Garner, Arts Specialist 77 Fair Drive Costa Mesa, CA 92626 Laurette.Garner@costamesaca.gov (714) 754-5322

20. TERMINATION.

City may terminate without cause, by notification to Grantee in writing upon fifteen (15) calendar days notice, any portion of or all services agreed to be performed under this Agreement. In the event termination is for

cause, no notice period is required. Grantee shall return all unused Grant Funds within fifteen (15) calendar days of such termination.

21. INDEMNIFICATION.

To the fullest extent permitted by law, Grantee hereby agrees to defend, indemnify, and hold free and harmless the City, its officers, officials, employees, and volunteers from and against any and all claims, damages, losses, costs (including but not limited to attorney's fees) and liabilities of any kind arising directly or indirectly out of, or related in any way whatsoever to the provision of Arts Grant Program and proceeds under this Agreement. At their own expense, Grantee and, as applicable, any contractors or subcontractors working on its behalf, shall defend any suit, claim or action against the Indemnified Parties founded upon such loss, claim, demand, cause of action, cost, expense, damage, obligation or liability. Grantee shall ensure that the contract of any contractor or subcontractor working under this agreement contain an indemnity agreement, requiring the contractor or subcontractor to indemnify and defend the Indemnified Parties pursuant to the terms set forth above. Grantee shall indemnify the Indemnified Parties, and save it harmless from any and all loss, damage, costs, opens and attorney's fees suffered or incurred on account of any breach of the aforesaid obligations and covenants, and any other provision or covenant of this agreement.

22. NO PARTNERSHIP OR JOINT VENTURE.

The relationship between City and Grantee is solely that of Grantor and Grantee. Under no circumstances shall City and Grantee be deemed to be partners or involved in a joint venture.

23. MODIFICATIONS.

This Agreement may not be modified or amended except by written document executed by a duly authorized representative of both the City and the Grantee.

24. MITIGATION OF DAMAGES.

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

25. GOVERNING LAW.

This Agreement shall be construed in accordance with and be governed by the laws of the State of California.

26. ATTORNEY'S FEES.

If any action at law or in equity is brought to enforce or interpret any provisions of this Agreement, the prevailing party in such action shall be entitled to reasonable attorney's fees, costs and necessary disbursements, in addition to such other relief as may be sought and awarded.

27. SEVERABILITY.

In the event that any provision or clause of this Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Agreement, which can be given effect without the conflicting provision. To this end, the provisions of this Agreement are declared to be severable.

28. DRAFTING AMBIGUITIES.

Grantee understands that it is aware that it has the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek

advice of counsel with respect to this Agreement is a decision which is the sole responsibility of Grantee. This Agreement shall not be construed in favor of or against either Party by reason of the extent to which either Party participated in the drafting of this Agreement.

29. SIGNING AUTHORITY.

The representative for each Party signing on behalf of a corporation, partnership, joint venture or governmental entity hereby declares that authority has been obtained to sign on behalf of the corporation, partnership, joint venture, or entity and agrees to hold the other Party or Parties hereto harmless if it is later determined that such authority does not exist.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

GRANTEE:

Jennifer Backhaus
Signature

Jennifer Backhaus, founder and artistic director
Name and Title

Date: April 16, 2024

CITY OF COSTA MESA:

Laurette Garner
Laurette Garner
Arts Specialist

Date: 4/17/2024

ATTEST:

for Stacy Selan
Brenda Green
City Clerk



Date: 5/3/2024

APPROVED AS TO FORM:

Kimberly Hall Barlow
Kimberly Hall Barlow
City Attorney

Date: 5/03/2024

DEPARTMENTAL APPROVAL:

B. Gruner
Brian Gruner
Parks & Community Services Director

Date: 4-22-24

#6

COMPLETE

Collector: Web Link 1 (Web Link)
Started: Monday, March 11, 2024 2:08:34 PM
Last Modified: Monday, March 11, 2024 4:20:31 PM
Time Spent: 02:11:57
IP Address: 172.116.150.177

Page 1

Q1

Contact Information

Name	Nancy Warzer-Brady
Company	Backhausdance
Address	P. O. Box 5890
City/Town	Orange
State/Province	California
ZIP/Postal Code	92863
Email Address	nancy@backhausdance.org
Phone Number	[REDACTED]

Q2

Website URL (if applicable):

www.backhausdance.org

Q3

Facebook URL (if applicable):

Backhausdance

Q4

Instagram URL (if applicable):

@backhausdance

Q5

Arts Education (any art form)

What kind of project is it?

Q6

Project Title:

Movement Mosaic: Explorations and Innovations in Contemporary Dance

Q7

Description of project (e.g. location, # of participants, event summary) - If necessary, submit additional pages and / or project materials (300 words max).

Backhausdance presents "Movement Mosaic: Explorations and Innovations in Contemporary Dance," an interactive, educational performance held at the Costa Mesa High School Performing Arts Center in late January 2025 for 350 diverse students from several Costa Mesa schools including Costa Mesa Middle/High School, Estancia High School, Early College High School, Tewinkle Middle School and Davis Magnet sixth graders. The one-hour performance (9:30am-10:30am) of a brand new choreographic work for Backhausdance's Season 22 (2024-2025) is designed to engage and inspire students with the creative, expressive and physically demanding artistic elements of contemporary dance, most for the first time. Ten Backhausdance professional dancers will participate in this arts education event prepared specifically for the Costa Mesa schools with audience participation and a facilitated discussion by Jennifer Backhaus, artistic director, and Amanda Kay White, associate artistic director, to break down the dance movement phrases, production, lighting, costumes, musical elements, artistic choices and more, ending with a question & answer session between dancers and the audience. The program connects closely to the goals of the City of Costa Mesa's Arts & Culture Master Plan and the mission of the Arts Grant Program. Our goal is to provide access and equity to enrich the lives of students from lower socio-economic environments through the art and joy of contemporary dance and to support dance education programming throughout Costa Mesa. These valuable experiences are greatly needed to introduce students to a broader scope of pursuing college and careers in the performing arts industries associated with Career Technical Education (CTE) while seeing that dance builds self-confidence, teamwork, communication, trust, respect, discipline, positive relationships, and overall mental health and well-being. Dance provides students and people of all abilities with vital creative outlets for expression which helps balance the many academic and social stressors of their lives with rising instances of anxiety and depression.

Q8

Please write out your project schedule below (pertinent dates, the duration and time of completion):

ARTS GRANT APPLICATION 2023-24

April 2024

- Preliminary planning and development
- Backhausdance rehearsals with guest choreographer Jessie Lee Thorne <https://www.jessieleethorne.com/> for the creation of new work to be performed in Season 22 (2024-2025). Rehearsal schedule is Tuesdays and Thursdays from 9:30am-1pm at Anaheim Ballet and on Fridays, 9:30am-2pm at Chapman University, Sandi Simon Center for Dance. This new piece may be chosen for "Movement Mosaic: Explorations and Innovations in Contemporary Dance."

May-June 2024

- Facility coordination and reservation confirmation with Costa Mesa High School Performing Arts Center for "Movement Mosaic: Explorations and Innovations in Contemporary Dance" performance in late January 2025.
Preliminary discussions of technical and production elements needed for January 2025 performance.

September 2024

- Backhausdance rehearsals for Season 22 repertory with choreography by Jennifer Backhaus, <https://www.backhausdance.org/artistic-leadership> Amanda Kay White, and guest choreographer Bret Easterling. <https://kaufman.usc.edu/faculty/bret-easterling/>
- First announcements to Costa Mesa schools about January 2025 performance.

October - December 2024

- Continued Backhausdance rehearsals.
- Selection of new Season 22 piece to be performed for Costa Mesa middle and high school, Estancia High School, Tewinkle Middle School, Early College High School and Davis Magnet School sixth graders in "Movement Mosaic: Explorations and Innovations in Contemporary Dance."
- Walk-through of Costa Mesa High School Performing Arts Center to view the space and stage to assist with planning the production.
- Marketing graphics and digital communications prepared and released to Davis Magnet School sixth grade, Estancia, Tewinkle, Costa Mesa middle/high and Early College High Schools for Movement Mosaic: Explorations and Innovations in Contemporary Dance.
- Coordination with schools and transportation logistics for January 2025 performance at Costa Mesa High School Performing Arts Center.

January 2025

- Backhausdance rehearsals and run-throughs of educational performance of "Movement Mosaic: Explorations and Innovations in Contemporary Dance."
- Marketing communications, special invitations and confirmation of the number of students, guests attending the performance.
- January 28, 30 or 31 (exact date to be determined), 9:30am-10:30am, performance at Costa Mesa Middle/High School.

February 2025

- Evaluation and assessment of the program (google forms and discussions).
- Thank you communications prepared and released.
- Grant completion report prepared and submitted.

ARTS GRANT APPLICATION 2023-24

Q9

Please upload additional documentation if needed (optional):

Backhausdance%20CostaMesa%20ArtsGrant%20Flyer.pdf (12MB)

Q10

Amount of funds requested (\$2,000 maximum award):

\$1,500

Q11

How will the funds be utilized (be specific and give examples):

The \$1,500 grant requested for "Movement Mosaic: Explorations and Innovations in Contemporary Dance" will be used to provide artistic fees for 10 Backhausdance professional dancers for the performance at Costa Mesa High School Performing Arts Center at the rate of \$120 each (total \$1,200). Additionally the grant will be used to provide \$150 each (total of \$300) for the artistic director, Jennifer Backhaus, and Amanda Kay White, associate artistic director, for their leadership and facilitation of the production. Backhausdance company members have a 3-hour call with early arrival for warm-up, tech run through, performance and q & a with the students.

Q12

Please upload a project budget document. A budget template can be found inside the Arts Grant Guidelines and on the website.

BackhausdanceARTS%20GRANT%20BUDGET%20TEMPLATE%20-%20Sheet1.pdf (116.2KB)

Q13

Yes

If funds are awarded, a report summary of the project is required to be submitted within 30 days of the project completion to the Arts Specialist. Can you commit to this requirement?

Q14

Yes

If funds are awarded, we ask that you provide content for Social Media promotion as needed. Can you commit to this requirement?

Q15

Yes

If funds are awarded, we may ask that you present your project to the Arts Commission. Can you commit to this requirement?

Q16

Yes

A City of Costa Mesa staffer may attend events and do site visits as needed. Do you consent to this and can you accommodate this request?

Q17

Please provide any other additional information that might be helpful in reviewing your project/application.

Backhausdance, founded in 2003 as a non-profit organization by Jennifer Backhaus, award-winning choreographer and Chapman University dance faculty member, is Orange County's own professional contemporary dance company, celebrating its 21st season in 23-24. Backhausdance has grown steadily, received numerous honors, and is widely recognized as a leader in performing and advocating for the art and education of contemporary dance in schools and communities in Orange County, Southern CA, and nationally. The company is known for its lush and eclectic movement vocabulary and ensemble aesthetic featuring deeply human and emotional creations infused with a sense of humor and theatricality and dynamic, athletic movement vocabulary. Annually, Backhausdance presents performances with original choreography and guest choreographers throughout Southern California, nationally including an engagement at New York's renowned Joyce Theater, and internationally on a European tour. In recent years we have performed in Orange County at Sherman Library and Gardens, Orange County Museum of Art, Bowers Museum, at L.A. Dance Project and on March 27, 2024 at the Irvine Barclay Theatre.

Our proposed project, "Movement Mosaic: Explorations and Innovations in Contemporary Dance" offers students a chance to experience contemporary dance by an critically-acclaimed professional company right in their neighborhood. Woven into the fabric and soul of Backhausdance is being a champion for inclusivity, equity and diversity, honoring all perspectives and ideas, and providing accessibility to dance for all ages and abilities. Backhausdance vision: dance every day for every body.

The company's unwavering mission is to engage and educate diverse audiences about the beauty and vitality of contemporary dance, both as an art form and for creative expression and communication, connecting to literacy and academic learning, professional pursuits, and for physical and mental health, joy, and well-being. We are committed to empowering the next generation of dancers and to providing scholarships for our annual three-week Summer Dance Intensive program, a life-changing experience for teens, advanced level and professional dancers.

Backhausdance company members also serve as teaching artists, providing students of all abilities in grades TK-12, adults and multigenerational audiences through a variety of workshops, residencies, performances, and master classes in long-term, cherished partnerships with schools and community-based organizations throughout Costa Mesa including numerous elementary and secondary schools throughout Newport-Mesa Unified School District, Segerstrom Center for the Arts/Arts Teach, Orange County Museum of Art through the creation of site-specific work in conjunction with different exhibitions, including our recent presentation of Layering, two free performances on October 14, 2023, as part of the celebration of the one-year anniversary of the opening of the building, and many more. Our newest dance education program, "The Dance for Kindness Project," was launched at two Costa Mesa schools, Adams and Sonora Elementary schools in winter 2022 <https://vimeo.com/712744727/9784758096>, and our collaborations to elevate the lives of all students through dance have continued to grow. The "Dance Expressions: Creativity and Choreography" residency began at Corona del Mar and Back Bay High Schools in fall 2021 and will be in its fourth year in fall 2024. In February 2023 Jennifer Backhaus received the Outstanding Arts Advocate Award from the Orange County Department of Education for the Dance for Kindness and Dance Expressions programs and her dedication to serving the needs of dance and arts education in Orange County for over two decades.

Backhausdance would like to explore options to expand our reach in Costa Mesa to deepen our collaboration through these meaningful dance and cultural arts experiences intended to inspire students for career and college readiness, provide outlets for creative expression and joy, and to enrich and unify our communities, reaching audiences of all ages and abilities whether in schools, through Parks and Recreation Services, senior centers, outdoors in parks, and in other locations. Backhausdance is a member of the Newport-Mesa Arts Commission and continues to work very closely with Scott Fitzpatrick, now Visual and Performing Arts Coordinator, Orange County Department of Education, and Tamara Fairbanks, Newport-Mesa USD Visual and Performing Arts TOSA, principals, educators and staff throughout the district. We are your partner and a strong resource for the community. Thank you very much for your consideration of our proposal.

EXHIBIT A: #2



ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2023-24

Backhausdance				
	PROJECTED INCOME			ACTUALS FOR FINAL REPORT
PROJECT EARNED INCOME	\$	Notes	\$	Notes
Admissions	0	n/a		
Gifts/Merchandise/Concessions	0	n/a		
Advertising	0	n/a		
Other	0	n/a		
TOTAL INCOME	0		TOTAL INCOME	



ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2023-24

Backhausdance				
	PROJECT DONATED INCOME			ACTUALS FOR FINAL REPORT
PROJECT DONATED INCOME	\$	Notes	\$	Notes
Private	0			
Individual	0			
Public Support	0			
Arts Grant Request Amount	\$1,500	Backhausdance - 10 professional dancers for performance, \$120 each, 1 artistic director and 1 associate artist		
Other	\$5,500	Backhausdance operational budget for artistic direction, choreography, 12 company dancers for rehearsals,		
TOTAL DONATED INCOME	\$7,000	TOTAL DONATED INCOME		



ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2023-24

Backhausdance				
	PROJECT EXPENSES		ACTUALS FOR FINAL REPORT	
PROJECT EXPENSES	\$	Notes	\$	Notes
Project Administrators (non-artist)	\$500	Director of Education and Community Engagement		
Project Artist(s) or Art(s) Instructors	\$5,500	Artistic director, associate artistic director, choreographers, rehearsal and performance fee for 10 dancers i		
Educational Materials/Printing	\$100	Postcards/flyers, visual presentations		
Costumes/Props/Sets	\$500	Costumes for 10 dancers		
Supplies	0			
Transportation	0			



ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2023-24

Applicant Name: Backhausdance				
	PROJECT EXPENSES		ACTUALS FOR FINAL REPORT	
PROJECT EXPENSES	\$	Notes	\$	Notes
Facility Rental	0	no fee for Costa Mesa High School Performing Arts Center		
Food & Beverage	0			
Marketing/Outreach	\$400	Backhausdance marketing		
Fiscal Agency Fee	0			
Other	0			
TOTAL EXPENSES	\$7,000		TOTAL EXPENSES	



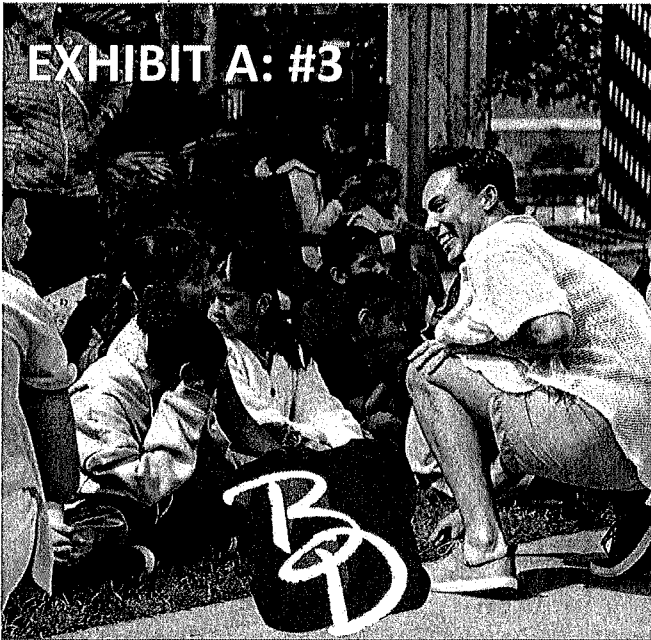
ARTS GRANT PROJECT BUDGET FOR FISCAL YEAR 2023-24

Backhausdance				
IN-KIND SUPPORT (Name)	PROJECTED IN-KIND		ACTUALS FOR FINAL REPORT	
	\$	Notes	\$	Notes
NMUSD transportation	\$750.00	Estimated expense for transportation for buses for students from Estancia High School, Tewinkle Middle School		
Technical support	\$500.00	Estimated expense for lighting/sound production staff assistance at Costa Mesa High School Performing Arts		
IN-KIND TOTALS	#####		IN-KIND TOTALS	

Budget Instructions:

- For the application, fill out the yellow portion. For the final report, fill in the blue.
- The application project budget must balance. Total income must equal the total expenses.
- Round all budget numbers to the nearest whole dollar.
- Enter a "0" or NA (not applicable) for any areas that don't have a dollar amount or value to add or don't apply to your project.
- Please give detailed description for each line item in the notes column.
- For In-Kind donations, write in the value of the donation- this can be an estimate.

EXHIBIT A: #3



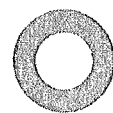
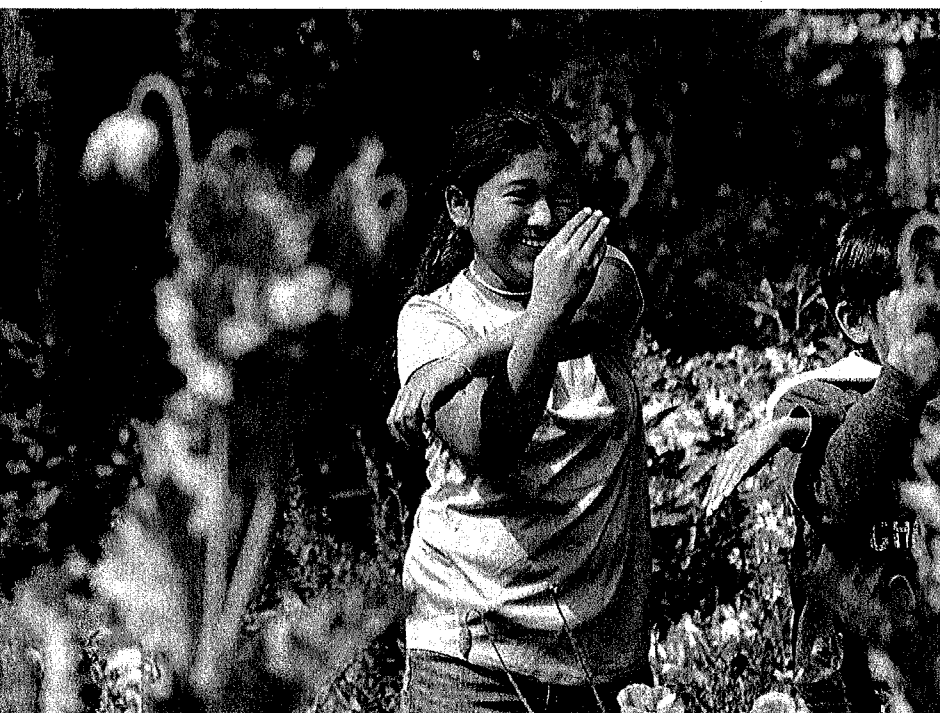
backhausdance



OUR STORY

Backhausdance, formed in 2003 by award-winning choreographer Jennifer Backhaus, is Orange County's premier professional contemporary dance company. Backhausdance presents professional performances with original choreography at theatres and venues throughout Southern California & beyond.

*Changing lives and
building creative
communities with
contemporary
dance*



IN OUR COMMUNITY

We are a leader in arts education. For more than 20 years, Backhausdance has forged community partnerships to serve youth and adults. Our goal is to provide engaging experiences in the art of dance to students and audiences across Southern California.



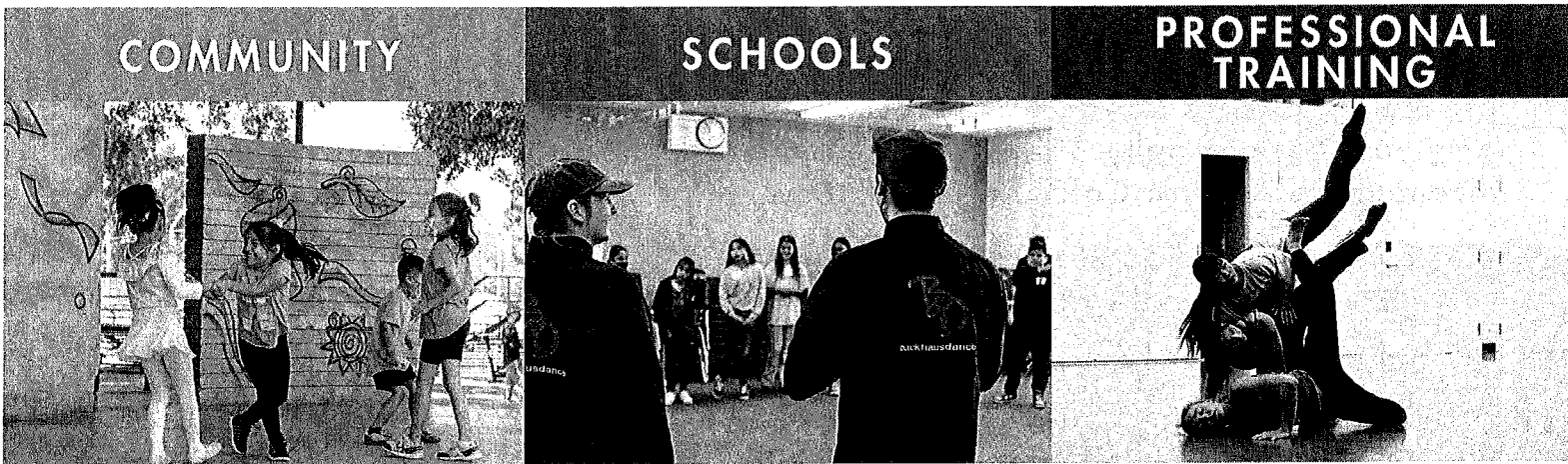
backhausdance

WWW.BACKHAUSDANCE.ORG



EDUCATIONAL PROGRAMMING

Backhausdance is committed to educating the community about the relevance and vitality of concert dance, both as valuable art form and as a tool for learning. The company is dedicated to the creation, development, awareness and understanding of the art of contemporary dance. Dance is more than just steps or movement - its creation and perfection engages all learning modalities and encourages the integration of the mind, body and soul of the dancer. The company's education programs reach students of all ages through our annual summer intensive, residency programs, master classes and more, empowering the next generation.



Gratitude to our Valued Community Partners

Anaheim Union High School District
 Arts Orange County
 Arts Teach, Segerstrom Center for the Arts
 Bowers Museum
 Chapman University
 City of Newport Beach Arts Commission
 City of Santa Ana, Arts and Culture Department
 City of Santa Ana Parks, Recreation, and Community Services Agency
 Irvine Barclay Theatre
 Irvine Unified School District
 Newport Beach Film Festival

Newport-Mesa Unified School District
 Orange County Community Foundation
 Orange County Department of Education
 Orange County Museum of Art
 Pretend City Children's Museum
 Santa Ana College Dance Department
 Santa Ana Unified School District
 Sherman Library and Gardens
 Temecula Presents, Old Town Temecula Community Theater
 The McCallum Theater Education Department
 And many more!

EXHIBIT B



ARTS GRANT FINAL REPORT

Pursuant to terms detailed in the City of Costa Mesa Arts Grant Agreement, the Grantee shall submit a Final Arts Grant Report electronically within 30 days of completion of the project. This information will be used, in part, to develop quantitative and qualitative outcomes for the City of Costa Mesa's Arts & Culture division programs.

ARTIST OR ARTS ORGANIZATION INFORMATION

* 1. Contact Information

Prepared
by Name

Arts
Organizatio
n / Artist
Name

Email
Address

PROJECT INFORMATION

2. What kind of project is it?

- Arts Education
- Dance
- Literature/Spoken Word
- Music
- Theatre
- Visual Art
- Film/Multimedia/Video
- Folk Art/Craft
- Other (please specify)

* 3. Project Title:

* 4. Briefly describe the successes of your project.
What worked well? How do you know? (How did you evaluate your success?)

* 5. Did you receive any testimonials (written or verbal quotes) from audience members or

participating artists that you would like to share?
Please include a first name of the person and their relationship to the project.

6. Number of paid artist(s)/performer(s):

7. Number of volunteer/ unpaid
artist(s)/performer(s):

8. Total Attendance:

PROJECT BUDGET

9. Please upload completed budget template:

Maximum size allowed is 5 MB. Allowed types: gif, .jpg, .jpeg, .png, .doc, .docx, .xls, .xlsx, .rtf, .pdf, .txt

Choose File No file chosen

* 10. Amount of Arts Grant Award:

* 11. Please explain or provide any additional details below:

Marketing and Community Outreach

* 12. Did the organization acknowledge the City pursuant to the terms and conditions detailed in the Arts Grant Agreement?

Yes

No

* 13. Please use the area below to acknowledge any press articles written (website links) about your grant-funded program (if applicable).

14. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 1

Choose File No file chosen

15. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 2

Choose File No file chosen

16. Please upload any photos you would like to share. By uploading pictures you are authorizing the City of Costa Mesa full rights to us this for social media and/or marketing related to Arts & Culture programs.

PHOTO 3

Choose File No file chosen

17. **Certification**

- By checking this box, I certify that all of the information above is correct and to the best of my knowledge. Checking this box creates an electronic signature that has the same legal force and effect as a handwritten signature.

CONTACT INFORMATION

Laurette Garner
Arts Specialist
City of Costa Mesa
laurette.garner@costamesaca.gov
(714) 754-5322

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.