RESOLUTION - ACTION REQUESTED 2015-339

MEETING: July 7, 2015

TO: The Board of Supervisors

FROM: Mary Hodson, CAO

RE: Grant Agreement with Yosemite Renaissance Inc.

RECOMMENDATION AND JUSTIFICATION:
Approve a Grant Agreement with Yosemite Renaissance Incorporated (YRI) in the Amount by $15,000; and Authorize the Board of Supervisors Chair to Sign the Grant Agreement. YRI provides visitor related services in the form of an annual, competitive art exhibit regarding Yosemite National Park and related art events. The traditional funding amount of the Grant has been $10,000, but during the Final Budget Hearings for Fiscal Year 2014-15, this grant was not funded.

YRI has indicated that the elimination of this grant will affect their ability to successfully host any art competitions or art related events in the future. Since the funding was not granted in Fiscal Year 2014-15 YRI has had to use their reserve funds to continue operating. YRI has agreed that a grant agreement in the amount of $15,000, with $5,000 being paid by July 31, 2015, will be sufficient to continue with this year's art competition. The remaining $10,000 will be paid in two increments -- January 2016 and and May 2016 to fund the 2016 art competition.

The standard wording regarding the County's ability to terminate the agreement with 30-days notice has been included in the Grant Agreement. YRI has indicated that they will attend the Fiscal Year 2015-16 budget hearings to report on their activities and further advocate for the continuance of the grant.

BACKGROUND AND HISTORY OF BOARD ACTIONS:
On February 10, 2015, the Board of Supervisors received a presentation from Yosemite Renaissance on their activities.

The previous grant agreement for $10,000 was signed by the County Administrative Officer and reported to the Board on April 15, 2014 (Res. 2014-48).

The grant funding for Fiscal Year 2014-15 was eliminated during budget hearings on August 28, 2014.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
Do not approve the Grant Agreement. YRI may not have sufficient funding to successfully host the art competition and related exhibits.

FINANCIAL IMPACT:
The total amount of the Grant Agreement - $15,000 has been included in the Requested Budget for Fiscal Year 2015-16. Because the Recommended Budget has not yet been balanced, the impact of this additional funding is unknown at the present time. It should be noted, that if the Grant Agreement is approved, that the Board is committing a minimum of $5,000 to Yosemite Renaissance Inc. for Fiscal Year 2015-16.

ATTACHMENTS:
Yos Renaissance Grant Agreement FY15-16 (DOC)
Email from John Mock in support of Yosemite Renaissance Grant - redacted (PDF)

CAO RECOMMENDATION
No Opinion

COMMENTS
It is Preferable Not to Commit Funding Prior to Final Budget Hearings So that All Needs for Funding Can be Considered Together. Yosemite Renaissance Has Indicated that a Funding Commitment is Needed in Order for Them to Begin Work on Their 2016 Program.

Mary Hodson
Mary Hodson, CAO 7/2/2015

RESULT: ADOPTED [UNANIMOUS]
MOVER: Rosemarie Smallcombe, District I Supervisor
SECONDER: Kevin Cann, District IV Supervisor
AYES: Smallcombe, Jones, Long, Cann, Carrier
GRANT AGREEMENT

The AGREEMENT is entered into on the last date written below in the Fiscal Year 2015-2016 and is between the County of Mariposa, a political subdivision of the State of California, hereafter referred to as “COUNTY,” and Yosemite Renaissance, Incorporated, a California non-profit corporation, hereafter referred to “RENAISSANCE.”

WITNESSETH

WHEREAS, RENAISSANCE provides visitor related services in the form of an annual, competitive art exhibit regarding Yosemite National Park and related art events; and

WHEREAS, COUNTY has deemed it in the public interest to provide a grant to RENAISSANCE for this service;

NOW THEREFORE, the parties hereto agree as follows:

1. COUNTY shall provide RENAISSANCE a sum not to exceed FIFTEEN-THOUSAND DOLLARS ($15,000) to be used by RENAISSANCE to implement art activities, particularly Renaissance XXX and XXXI.

2. The $15,000 shall be expended solely for the purpose delineated in Exhibit A.

3. COUNTY will provide $5,000 payment increments on or before each of the following dates:

4. RENAISSANCE shall provide an annual accounting or allow a representative of the COUNTY to conduct a review of financial records related to this Agreement.

5. RENAISSANCE is an independent organization and is not an officer, employee, agent, or servant of the COUNTY.

6. COUNTY shall have authority to terminate this Agreement at any time by providing a notice in writing to RENAISSANCE that the Agreement is terminated. Said Agreement shall then be deemed terminated and no further work shall be performed by RENAISSANCE. If the Agreement is so terminated, the RENAISSANCE shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time the notice of termination is received.
SIGNATURES

MARIPOSA COUNTY

MERLIN JONES, Chairman
County Board of Supervisors

Date 7-21-15

YOSEMITE RENAISSANCE, INC.

ROBERT WOOLARD
Interim Director

Date 7/17/15

APPROVED AS TO FORM:

STEVEN W. DAHLEM, County Counsel
Exhibit A

Funding shall be used in support of the following activities:

Director's contract.
Shipping of artwork to and from competitions and art exhibits.
Completion of sales contracts.
Tax preparation fees and payment of taxes and fees.
Payment for jurors and contractors services.
Advertising.
Web/internet services (domain registration, hosting, bulk email service, form processing)
Office supplies, exhibit installation supplies and postage.
Printing and mailing of exhibit invitations and printing exhibit checklists.