



MARIPOSA COUNTY

Administration • 209-966-3222



RESOLUTION - ACTION REQUESTED 2015-462

MEETING: October 6, 2015
TO: The Board of Supervisors
FROM: Mary Hodson, CAO
RE: Mariposa County Arts Council Agreement

RECOMMENDATION AND JUSTIFICATION:

Approve an Agreement with the Mariposa County Arts Council for Performing Arts, Visual Arts, and Arts Resources and Education Services in the Amount of \$61,000, and Authorize the Board of Supervisors Chair to Sign the Agreement. During the Fiscal Year 2015-16 Budget Hearings, the Board of Supervisors approved funding of \$61,000 to the Mariposa County Arts Council. The Mariposa County Arts Council cannot receive the funding until an agreement has been approved and signed.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

The Board of Supervisors adopted Resolution 14-508 on October 7, 2014, approving an agreement for Fiscal Year 2014-15 with the Mariposa County Arts Council in the amount of \$61,000.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the agreement. The Mariposa County Arts Council will be unable to receive county funds and the continuation of certain programs may be in jeopardy.

FINANCIAL IMPACT:

Funding for the agreement is budgeted in the Community Cultural budget.

ATTACHMENTS:

Arts Council Agreement 2015 (DOC)

CAO RECOMMENDATION

Requested Action Recommended

Mary Hodson

Mary Hodson, CAO

9/30/2015

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]

MOVER: Marshall Long, District III Supervisor

SECONDER: Rosemarie Smallcombe, District I Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

MARIPOSA COUNTY ARTS COUNCIL**AGREEMENT**

THIS AGREEMENT is entered into by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Mariposa County Arts Council, a non-profit corporation, hereinafter referred to as "ARTS COUNCIL."

WITNESSETH:

WHEREAS, the COUNTY has determined to establish a budget and purchase appropriate services from ARTS COUNCIL for Fiscal Year 2015-2016.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. ARTS COUNCIL agrees to provide performing arts, visual arts, and arts resources and education services to COUNTY as identified in Attachment A, hereby incorporated into this AGREEMENT by reference.
2. The term of this AGREEMENT shall commence on July 1, 2015, regardless of the date of the execution, and terminate on June 30, 2016, unless sooner terminated pursuant to the terms and conditions hereof.
3. (A) In consideration of the performance of the referenced services by ARTS COUNCIL, COUNTY shall pay to ARTS COUNCIL the total sum of SIXTY-ONE THOUSAND DOLLARS (\$61,000). Should ARTS COUNCIL fail to complete any program or service contained in Attachment A, the COUNTY, at its sole discretion, may impose a proportionate fee reduction.

(B) ARTS COUNCIL shall invoice COUNTY in advance on a quarterly basis for one-fourth (1/4) of the Agreement amount. Invoices received by COUNTY by the first of the month will be paid within thirty (30) days. Invoices shall be mailed or delivered to:
Mariposa County Administrative Office
P.O. Box 784
5100 Bullion Street, 2nd Floor
Mariposa, California 95338
4. ARTS COUNCIL is an independent contractor and is not an officer, employee, agent or servant of COUNTY. ARTS COUNCIL acknowledges and agrees that it shall not enter into any activity, transaction, or undertaking which may be construed, implied, or inferred that ARTS COUNCIL is acting in a capacity of an agent or representative of COUNTY. ARTS COUNCIL agrees to and shall hold COUNTY, its officers, agents, employees, and representatives harmless from and against any and all claims, demands, losses, causes of action, or liabilities which may be based upon, arise out of, or are in connection with, any claims by a third party that the ARTS COUNCIL has acted as the agent or representative of COUNTY thereby giving rise to a claim against COUNTY. COUNTY agrees that ARTS COUNCIL is not now, nor shall it ever be, the agent or representative of COUNTY in any activity, transaction, or undertaking. ARTS COUNCIL, at its own cost and expense, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against COUNTY and/or COUNTY'S respective officers, employees, agents, and representatives for any such claim, demand, or liability, and shall pay or satisfy any judgment that may be rendered as a result thereof.
5. ARTS COUNCIL shall, at its own cost and expense, provide Workers' Compensation insurance for all employees performing services pursuant to this AGREEMENT.

6. All records of the ARTS COUNCIL pertaining to this AGREEMENT, including but not limited to, all financial records regarding the services to be performed by ARTS COUNCIL hereunder, shall be open to inspection by COUNTY upon reasonable notice and during normal business hours.
7. ARTS COUNCIL shall not assign this AGREEMENT without prior written approval of COUNTY.
8. (A) COUNTY shall have authority to terminate this AGREEMENT upon default of ARTS COUNCIL. In the event of default by ARTS COUNCIL, COUNTY shall give ARTS COUNCIL written notice of default specifying the nature of the default and demanding cure thereof within thirty (30) days. In the event a default is cured within the time provided in the notice of default, this AGREEMENT shall remain in full force and effect. In the event a default is not cured within the time provided in the notice of default, then COUNTY may terminate this AGREEMENT as provided in subparagraph 8 (B).

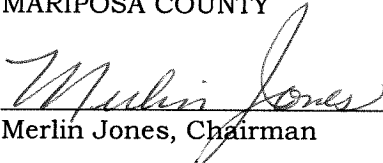
(B) This AGREEMENT may be terminated by either party upon default by the other party in its obligations hereunder by giving thirty (30) days written notice to the defaulting party of intent to terminate. Such notice to terminate may be given by COUNTY only after complying with provisions of subparagraph 8 (A).
9. Termination of Funding: The parties acknowledge that the nature of government finance is unpredictable and that the rights and obligations set forth in this Contract are necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Contract and all obligations of County arising from this Contract shall be immediately discharged. County agrees to inform Contractor no later than thirty (30) calendar days after County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available.
10. This AGREEMENT constitutes the entire AGREEMENT between the parties hereto and may not be modified, amended, or otherwise changed in any manner except by mutual written consent of the parties.
11. This AGREEMENT shall be governed and construed in accordance with the laws of the State of California.

MARIPOSA COUNTY ARTS COUNCIL




Cara Goger, Executive Director

MARIPOSA COUNTY



Merlin Jones, Chairman

ATTEST:



René LaRoche, Clerk of the Board

APPROVED AS TO FORM:



Steven W. Dahlem, County Counsel

Mariposa County Arts Council, Inc.

Exhibit A

Storytelling Festival

The Storytelling Festival hosts nationally acclaimed professional Storytellers from throughout the country. The Festival is held on the second weekend of March annually.

Mariposa Symphony Orchestra

The Mariposa Symphony Orchestra consists of approximately 50 multi-generational musicians who perform several times per year, occasionally hosting nationally acclaimed professional musicians.

Mariposa Evenings

A popular summertime tradition, the evenings feature local and regional artists for free weekend musical performances.

Arts in Education

Available to all schools in the district, youth programs include: 8 week standards aligned/arts integrated artist residencies in all 5th grade classrooms, after school art classes throughout the year for youth ages 6-12 years of age, Art and Music Summer Camp offered in partnership with the County of Mariposa Department of Parks and Recreation for youth ages 7-12 years of age, Young Masters Composers Celebration for Grades 4-12, Welcome to Classical Music presentation for Grades 4-12, Young Masters Art Exhibition for Grades K-12, and Storytellers in the Schools Assembly program.