

1 RESOLUTION NO. 81-108

2 OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MARIPOSA

3
4 WHEREAS, the California State Legislature and the California
5 Arts Council established the State/Local Partnership Program
6 to encourage local arts and cultural planning and decision-making;
7 and,

8 WHEREAS, in Fiscal Year 1980-81, \$12,000.00 was appropriated
9 for Mariposa County to assist in the development of a compre-
10 hensive arts plan meeting the State/Local Partnership Program
11 for 1980-81; and

12 WHEREAS, the Board of Supervisors of Mariposa County has
13 been designated to direct and implement the State/Local Partner-
14 ship Program sponsored plan development for Mariposa County for
15 Fiscal Year 1980-81;

16 NOW, THEREFORE, BE IT RESOLVED THAT THE BOARD OF SUPERVISORS
17 OF THE COUNTY OF MARIPOSA hereby endorses and approves the local
18 arts plan developed on behalf of the County of Mariposa.


19 BE IT FURTHER RESOLVED THAT THE Mariposa County Board of
20 Supervisors is hereby designated as the "local partner with the
21 State" as recipient for the 1980-81 Local Priorities Matching
22 Grant of \$4,463.00 from the California Arts Council, to be
23 expended in accordance with the terms of the attached contract
24 #AC 0771 between the California Arts Council and the County of
25 Mariposa, and Chairman WILLIAM H. MOFFITT is hereby authorized
26 to sign same.

27 PASSED AND ADOPTED by the Board of Supervisors of Mariposa
28 County at a regular meeting of said Board held on June 9, 1981

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by the following vote of said Board:

AYES: Taber, Erickson, Moffitt
NOES: Dalton
ABSENT: District I (vacant)
ABSTAINED: None



WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:



ELLEN BRONSON, County Clerk and
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



RICHARD K. DENHALTER
County Counsel

- CONTRACTOR
- STATE AGENCY
- DEPT. OF GEN. SER.
- CONTROLLER
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THIS AGREEMENT, made and entered into this 1 day of June, 19 81, in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Director	AGENCY California Arts Council	NUMBER AC- 0771
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hereafter called the State, and
Mariposa County Board of Supervisors

hereafter called the Contractor.

ITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials, as follows:

set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)

Contractor shall utilize the matched Local Priorities Grant of \$ 4,463 for arts programming in accordance with the specific priorities listed in the local arts plan for the County/City of Mariposa, as developed in accordance with the State/Local Partnership Program Guidelines for 1980-81. The dollar-for-dollar match for this grant may be applied from the local public funds currently being spent on arts programming in the County/City of Mariposa; as verified in the approved arts plan and designated as the local effort factor" in the amount of \$ 192,000. Either Fiscal Year 1979-80 or 1980-81 local arts expenditures from public sources may apply as the match.

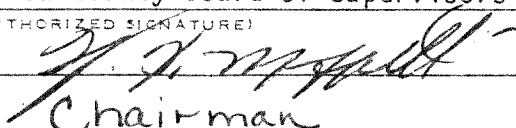
General State Requirements, Fair Employment Practices Addendum, and 504-Handicapped Regulations are attached hereto and are hereby made a part of this contract.



Payment shall be made after contract approval upon submittal of an invoice from Contractor to CAC.

Dates: June 1, 1981 - June 1, 1982.

The provisions on the reverse side hereof constitute a part of this agreement.

WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA	CONTRACTOR
AGENCY California Arts Council (AUTHORIZED SIGNATURE)	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION PARTNERSHIP, ETC.) Mariposa County Board of Supervisors
TITLE Director	BY (AUTHORIZED SIGNATURE)  TITLE Chairman
CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR)	ADDRESS P.O. Box 784, Mariposa, CA 95338

Department of General Services Use ONLY	AMOUNT ENCUMBERED \$ 4,463	APPROPRIATION Grants, Projects, Programs	FUND General		
	UNENCUMBERED BALANCE \$	ITEM 435d	CHAPTER 510	STATUTES 80	FISCAL YEAR 80-81
	ADJ. INCREASING ENCUMBRANCE \$	FUNCTION California Arts Council			
	ADJ. DECREASING ENCUMBRANCE \$	LINE ITEM ALLOTMENT 6.0.55.2.55.18			
	I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER 			DATE		
I hereby certify that all conditions for exemption set forth in State Administrative Manual Section 1209 have been complied with and this document is exempt from review by the Department of Finance.					
SIGNATURE OF OFFICER SIGNING ON BEHALF OF THE AGENCY 			DATE		

1. The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, materialmen, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.

2. The Contractor, and the agents and employees of Contractor, in the performance of this agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.

3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.

5. Time is the essence of this agreement.

6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

1. Program Objectives

The California Arts Council and the State Legislature have established a State-Local Partnership Program designed to encourage local cultural planning and decision-making and to reach previously underserved constituencies.

The Objectives of the State-Local Partnership Program are to:

- A. provide a mechanism for more effective local arts planning and to coordinate such planning with state programs;
- B. develop rural and suburban areas which have not fully participated in arts programs;
- C. expand the private sector support for arts at the local level;
- D. give local government agencies the opportunity to assist the California Arts Council in improving the efficiency of arts programming;
- E. provide a more stable base of support for the arts at the local level;
- F. provide a potential decentralization mechanism for other California Arts Council programs;
- G. prevent duplication and overlap between federal (administered through California Arts Council), state, and local program funds;
- H. provide for increased employment of artists;
- I. stimulate the local economy.

FAIR EMPLOYMENT PRACTICES ADDENDUM

1. In the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, sex*, age*, national origin, or physical handicap*. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices section.

2. The Contractor will permit access to his/her records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this contract.

3. Remedies for Willful Violation:

- (a) The State may determine a willful violation of the Fair Employment Practices provision to have occurred upon receipt of a final judgement having that effect from a court in an action to which Contractor was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order, under Labor Code Section 1426, which has become final, or obtained an injunction under Labor Code Section 1429.
- (b) For willful violation of this Fair Employment Practices provision, the State shall have the right to terminate this contract either in whole or in part, and any loss or damage sustained by the State in securing the goods or services hereunder shall be borne and paid for by the Contractor and by his/her surety under the performance bond, if any, and the State may deduct from any moneys due or that thereafter may become due to the Contractor, the difference between the price named in the contract and the actual cost thereof to the State.

**See Labor Code Sections 1411 - 1432.5 for further details.*

ARTICLE 11.

Section 3640. *GENERAL STATE REQUIREMENTS:*

(1) The following requirements, in addition to any special conditions incorporated in the California Arts Council Funding Criteria, are applicable to and binding upon recipients of grants from the California Arts Council.

(2) *NOTE:* Federal funds cannot be used to match Federal funds. Most of the funds that are allocated in grants from the CAC are State funds. However, the Council also receives funds from the Federal Government. Therefore, some grants programs contain both federal and state funds. Caution should be used to insure that the proper matching occurs.

Section 3644. *PROJECT DEFINED:* As used in these provisions, the term "project" shall be deemed to include a specific project or program, or administrative or on-going support for the organization affected.

(1) *EXCESS COSTS:* In the event that the project costs exceed the amount specified in the approved budget, grantee agrees to complete the project and fund the cost above said budget from sources other than State funds.

(2) *COST DISALLOWANCE:* Grantee agrees to use the grant funds solely for the purposes of the approved project. Cost items for the purpose of determining the "cost" of the project, as that term is used in these requirements, shall include cash expended (or in lieu thereof, contractual obligations incurred for the project) and the fair value, as determined by the Council, of services or products actually incorporated therein. The burden of proof shall be upon the grantee to establish such cost items, and such cost items may be disallowed if not adequately supported by the records. Should grantee misapply any grant monies, and fail to make restitution to the State of any amounts due under the terms of the grant agreement, in addition to any other remedy provided by law, the State shall have, to the extent of its appropriate claim, an ownership in any funds or property acquired with the use of such misapplied funds.

(3) *ASSIGNMENT OR TRANSFER:* This grant, or the project relating to this grant, shall not be assigned, sub-let, or transferred, in whole or in part, without the prior concurrence of the California Arts Council.

(4) *RETURN OF GRANT FUNDS EARMARKED BUT NO LONGER REQUIRED FOR SPECIFIC ITEMS:* Where the budget specifies that grant funds are to be used for specific items, and subsequent to the receipt of the grant, the grantee obtains the same without cost, or at a reduced cost, the saving, except for good cause in the judgment of the California Arts Council, shall be promptly returned to the State.

(5) *INDEMNITY CLAUSE:* Grantee agrees to defend the State of California, its officers, agents and employees, against any claims and to pay any judgments obtained against the State of California, its officers, agents and employees, arising from any services or materials furnished, or any injuries or other damages suffered by any party in connection with the conduct of the project, and agrees to hold the State harmless.

(6) *TERMINATION:* If the California Arts Council determines subsequent to the approval of the project, (1) grantee has failed to perform any of its obligations under the grant, (2) grantee has assigned, sub-let, or transferred any part of the project in violation of Section 3 above, or (3) violated any of the other conditions of the signed contract, Council may in its discretion terminate in whole or in part, the grant upon written notice to the grantee specifying the services terminated and the effective date of termination. Within 60 days of such termination, grantee agrees to furnish the State an itemized accounting of funds expended, obligated and remaining under the grant. Grantee right of appeal is determined by the regulations of the State Control Board.

(7) *REDUCTION OF STATE'S GRANT:* Notwithstanding any other provision of these requirements, should the project, to time of completion, or termination in whole or in part, cost less than the approved budgeted amount on which the grant was based, grantee's matching amounts (including funds, or services or products incorporated into the project in lieu thereof) shall be conclusively deemed to have been expended first, and the grant shall be reduced by any amounts remaining after completion or termination of the project. Such remaining amounts shall be promptly forwarded to the Arts Council.

(8) *TRAVEL EXPENSES:* Limitation on Allowable Costs — The California Arts Council will not recognize as a matching cost, travel expenses, though included in the project budget.

(9) *COSTS RECORDS:* Grantee shall maintain complete, accurate and current records of all income, including obligations incurred with respect thereto. Such records, or copies of such records, shall be kept separate from other cost records. During the duration of the project and for not less than four years after completion or termination of the project, grantee shall make available for examination or audit any books, documents, papers or records pertaining to the project, to the California Arts Council, State Controller or where pertinent, the Federal Government. Upon request of such parties, grantee shall furnish at its own expense legible copies of material they deem pertinent.

(10) *EVALUATION AND EXPENDITURE REPORTS:* Grantee agrees to furnish at such times during or upon the completion of the project, as may be determined by the State, and where requested by the State, on forms furnished by the State, evaluation and expenditure reports relating to the project.

(11) *INDEPENDENT CONTRACTOR:* Grantee shall not represent to any person, foundation, group, organization or government entity, whether employed by it or not, that it is acting as agent for the State or that it is entitled in any way to act or incur obligations on behalf of the State.

(12) *FAIR EMPLOYMENT PRACTICES ADDENDUM:* The Fair Employment Practices Addendum, Standard Form 3, (8/78) as amended from time to time, is herewith made a part of these General State Requirements.

(13) *THIRD PARTIES:* Nothing contained in the terms of the grant shall create or give to third parties, any claim or right of action against the State.

(14) *APPROVALS BY DEPARTMENTS OF FINANCE AND GENERAL SERVICES:* This grant shall not be deemed accepted, valid, or binding, on the part of the State unless approved by the Departments of Finance and/or General Services of the State of California, where their approval is required.

(15) *ENTIRE AGREEMENT:* The terms of the grant, when the grant has been made, constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. After the grant has been accepted by the grantee, the terms of the grant shall not be changed, modified, or altered in any manner, except by an instrument in writing executed by the parties hereto, subject, where required, to the approvals of the Departments of Finance and/or General Services.

(16) *FEDERAL MINIMUM WAGE REQUIREMENTS:* Grantee agrees that where the grant consists in whole or in part of Federal funds, and/or State funds that all professional performers and related or supporting personnel employed on the project will be paid, without subsequent deduction or rebate on any account, not less than the minimum compensation as determined by the Secretary of Labor to be the prevailing minimum wage of the State of California for persons employed in similar activities. For the proper construction of this section, grantee is referred to Part 505 of Title 29 of this Code of Federal Regulations, as last amended June 19, 1972, and as it may be further amended from time to time.

(17) *MENTION OF THE "CALIFORNIA ARTS COUNCIL" AND "NATIONAL ENDOWMENT FOR THE ARTS" OR ANY FEDERAL AGENCY SUPPORT:* In any printed, visual or recorded matter, or in any exhibition, display or performance, which describes or is prepared in connection with, or results in whole or part from the grant, mention shall be made of the California Arts Council's support, and where the grant is derived in whole or in part from Federal funds, of the support of the Federal Agency. Copies of printed matter containing such mention should be sent to the CAC with the evaluation report required by the terms of the grant. Any documents containing such mention shall specify that any findings, opinion, or conclusions contained therein are not necessarily those of the California Arts Council and, where applicable, not necessarily those of the Federal Government or the National Endowment for the Arts.

(18) *EVALUATION:* The final ten percent (10%) of the grant award will be withheld until grantee has submitted the final evaluation report.

504 - HANDICAPPED REGULATIONS

Regulations for Nondiscrimination on the Basis of Handicap

These regulations implement section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112, 29 U.S.C. 794. Section 504 provides that "no otherwise qualified handicapped individual shall, solely by reason of his handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The regulations define and forbid acts of discrimination against qualified handicapped persons in programs and activities receiving federal financial assistance from the National Endowment for the Arts. As employers, recipients are prohibited from engaging in discriminatory employment practices on the basis of handicap and must make reasonable accommodation to the handicaps of employees unless the accommodation would cause the employer undue hardship. As providers of services, recipients are required to make programs operated in existing facilities accessible to handicapped persons, to ensure that new facilities are constructed in a manner readily accessible to handicapped persons, and to operate their programs in a nondiscriminatory manner.

For further information contact: Robert Wade, General Counsel, National Endowment for the Arts, 2401 E Street, N.W., Washington, D.C. 20506, 202-634-6588.

Grantees receiving only State funds should be aware that the State is in the process of issuing similar regulations and that grantees will be required to adhere to the regulations during the course of this FY 80-81 grant even if they are not receiving federal NEA funds.

resolution

Public Meeting Monterey, California
FY 1980-81 State-Local Partnership Program
Resolution Passed

29 May, 1981

WHEREAS the California Arts Council Budget for 1980-81 calls for the establishment of the State-Local Partnership Program, and

WHEREAS the awarding of contracts to organizations under this program is established by regulation, and

WHEREAS the regulations specify that award recommendations will be presented to the Council, which will make the final decision and awards at a public meeting,

NOW THEREFORE BE IT RESOLVED THAT:

The Arts Council receive the recommendations of the State-Local Partnership Panel and make final approval to fund grants equaling the total amount budgeted in the 1980-81 State-Local Partnership Program budget effective July 1, 1980, as signed by the Governor.

"I hereby certify that the foregoing is a true summary of Council minutes."



DIRECTOR

CALIFORNIA ARTS COUNCIL