

RESOLUTION NUMBER R- 259325

Adopted on SEP 26 1983

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO APPROVING PARTICIPATION IN THE 1983-84 STATE/LOCAL PARTNERSHIP PROGRAM OF THE CALIFORNIA ARTS COUNCIL; DESIGNATING COMBO AS THE CITY'S CONTRACTOR WITH THE CALIFORNIA ARTS COUNCIL; AUTHORIZING COMBO TO EXECUTE A COMBINED CALIFORNIA ARTS COUNCIL (CAC) GRANT CONTRACT WITH THE CALIFORNIA ARTS COUNCIL IN THE AMOUNT OF \$22,233.00.

WHEREAS, the California Arts Council (CAC) and the California State Legislature have established a State/Local Partnership Program designed to:

1. Encourage local cultural planning and decision making;
  2. Broaden the base and enhance the responsiveness of Arts Council programming; and
  3. Heighten opportunities for artists and interested citizens to directly affect arts policies and practices;
- and

WHEREAS, the City Council wishes to designate the Combined Arts and Education Council of San Diego (COMBO) as its contractor to work with the CAC and execute the standard combined California Arts Council Grant Agreement in the amount of \$22,233; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that this Council does hereby approve participation in the 1983-84 State/Local Partnership Program established by the California Arts Council (CAC).

BE IT FURTHER RESOLVED, that COMBO be and it is hereby designated as the City of San Diego's contractor with CAC for purposes of this program.

BE IT FURTHER RESOLVED, that COMBO be and it is hereby authorized to execute the combined CAC Grant Agreement in the amount of \$22,233, attached hereto as Standard Agreement No.

AC-3209 and incorporated by reference herein.

APPROVED: John W. Witt, City Attorney

By   
Jack Katz  
Chief Deputy City Attorney

JK:smm  
9/19/83  
R-84-453  
Or.Dept:Mayor  
Form=r.none

Agreement on file in the Clerk's Office as Document No. RR- 259325 .

STANDARD AGREEMENT —

STATE OF CALIFORNIA  
STD. 2

- CONTRACTOR
- STATE AGENCY
- DEPT OF GEN SER.
- CONTROLLER
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- 
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THIS AGREEMENT, made and entered into this 1st day of August, 19 83,  
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 <u>Director</u>	AGENCY <u>California Arts Council</u>	NUMBER <u>AC-3209</u>
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hereafter called the State, and

COMBO (Combined Arts and Education Council of San Diego County)

hereafter called the Contractor and/or Grantee.

or Local Partner

WITNESSETH: 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 be paid a Block Grant in the amount of \$ 5,640 and a Local Priorities Grant in the amount of \$ 16,593 for arts programming and planning in the county/city of San Diego (city), in accordance with the local arts plan and its updates, as submitted to and accepted by the California Arts Council.

General California Arts Council Requirements and the Fair Employment Practices Addendum are attached hereto and are hereby made a part of this contract.

Contractor shall adhere to the attached State/Local Partnership Program Contract Guidelines.

Payment shall be made in advance after contract approval upon submittal of a proper invoice from the Local Partner to the CAC.

Total to be Paid: 22,233

Contract Dates: September 1, 1983 - August 31, 1984

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

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

STATE OF CALIFORNIA	CONTRACTOR
AGENCY <u>California Arts Council</u>	CONTRACTOR (IF OTHER THAN AN INDIVIDUAL, STATE WHETHER A CORPORATION, PARTNERSHIP, ETC) <u>COMBO</u>
BY (AUTHORIZED SIGNATURE) ▶	BY (AUTHORIZED SIGNATURE) ▶
TITLE <u>Director</u>	TITLE
	ADDRESS <u>1301 Seventh Ave., San Diego, CA 92112</u>

Do not write below the line - For State Use ONLY

AMOUNT ENCUMBERED \$ <u>22,233</u>	APPROPRIATION <u>Local Assistance</u>	FUND <u>General</u>
UNENCUMBERED BALANCE \$	ITEM <u>8260-101-001</u>	CHAPTER <u>324</u>
	STATUTES <u>83</u>	FISCAL YEAR <u>83-84</u>
ADJ. INCREASING ENCUMBRANCE \$	FUNCTION <u>State/Local</u>	<u>40.40</u>
ADJ. DECREASING ENCUMBRANCE \$	LINE ITEM ALLOTMENT <u>74400, 3500, 701.02</u>	

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

DOCUMENT NO. RR-259325

FILED SEP 26 1983

OFFICE OF THE CITY CLERK  
SAN DIEGO, CALIFORNIA

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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.

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I. GOALS AND OBJECTIVES OF THE STATE/LOCAL PARTNERSHIP PROGRAM

- A. To encourage local cultural planning and decision making.
- B. To broaden the base and enhance the responsiveness of Council programming.
- C. To reach previously under-served constituencies.
- D. To heighten opportunities for artists and interested citizens to directly affect arts policies and practices.
- E. To provide a mechanism for the potential decentralization of California Arts Council programs.

II. THREE PHASES OF PLANNINGA. PHASE ONE--DUE MARCH 31, 1982

1. Description of the agency designated as "Local Partner".
2. Description of the agency's procedures for expanding funds; how programs are selected; who is responsible for budgeting of programs; and how approval for both programming and budgeting of programs is obtained.
3. Description of methodologies used, or planned, for the completion of the components of phases one through three.
4. Demographics.
5. Roster of local arts organizations.
6. Local Effort Factor.

B. PHASE TWO-DUE MARCH 31, 1983

1. Inventory and description of existing arts facilities.
2. Inventory and description of existing public and private cultural resources.

C. PHASE THREE-DUE MARCH 31, 1984

1. Comprehensive list of needs: The Partner's inventories have made visible the quantity and quality of the arts resources within the County. From these lists, and with additional direct participation of the local community, the Partner should be able to develop a comprehensive list of needs--"A condition or situation in which something necessary or desirable is required or wanted."
2. Comprehensive list of objectives: Coupling the Partner's inventories with the list of needs should bring the Partner to its objectives--how to fulfill the needs. While these objectives may include philosophical priorities, they should be incorporated into manageable objectives with a reasonable expectation for success.  
For example: The Lanai County Arts Commission's inventory has shown that Lanai County has no adequate artist training program. The Lanai County Arts Commission, after much public discussion, decided to make the development of an artist training program one of its objectives.

3. Methodology for attainment of objectives: Once a need has been determined and an objective established, how then will that objective be attained? Will the Lanai County Arts Commission hold public hearings? Will it establish a committee with the local community colleges? Will it develop a dialogue with the local office of the State's Employment Development Department?
4. Projected schedule for attainment of objectives.
5. Provisions for monitoring and evaluating the objectives
6. Description of methodology for ongoing update of the Local arts plan: Numbers 5 and 6 address how the Local Partners will review and keep current their planning progress. What procedures have been or will be implemented to assure continual public input, an ongoing review, and an evaluation of the plan?

NOTE: Until all three phases have been approved by the California Arts Council, Block Grant funds are restricted to planning and administrative expenses only. When all three phases have been completed and approved, Block Grant funds may be used for programming and planning.

### III. DESIGNATION

To execute this contract, the county board of supervisors/city council must, by resolution, designate from the following list, an organization to receive the funds and to prepare the required materials:

- A. A private, not-for-profit corporation, as determined by the State of California's Franchise Tax Board
- B. A publicly-funded arts commission
- C. A local governmental agency, such as the city planning department.
- D. A regional consortium of private not-for-profits or commissions appointed by two or more county boards.
- E. A county board of supervisors or city council itself. In this case, the board/council may choose an ad-hoc group to serve in an advisory capacity.

### IV. EXPENDITURES: STATE/LOCAL FUNDS MUST:

- A. NOT be used to purchase capital equipment.
- B. NOT be used for out-of-state travel.
- C. NOT be used for capital outlay for improvements to or construction of building of facilities.
- D. Be expended in accordance with Federal 504 regulations and fair employment practices (see attachments).

NOTE: These restrictions and prohibitions apply equally to the original contractor and to any subsequent recipient of these funds from the original contractor.

### V. DEADLINES

FIFTEEN COPIES of the required submittal, accompanied by the requisite local governmental approvals, shall be submitted to the California Arts Council by 5:00 PM, March 31, 1984. Forms for the required reports will be furnished to the contractors.

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## Section 3601

### General California Arts Council Requirements

1. **Project Defined:** As used in these provisions, the term "project" shall mean that proposal described on the grantee's application and incorporated in the grantee's contract for which the grant was awarded.

2. Grantees may not use Federal funds to match Federal funds provided by the Arts Council through the Council-grantee contract.

3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

8. **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.

9. **FEDERAL MINIMUM WAGE REQUIREMENTS:** Grantee agrees that where the grant consists in whole or in part of Federal funds, and/or State 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.

10. **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.

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

12. As an agency which receives federal funds from the National Endowment for the Arts, the California Arts Council, along with all its grantees, must comply with the provisions of Section 504 of the Rehabilitation Act of 1973. The 504 regulations require all grantees to conduct an evaluation of all policies, practices, and programs that are not equally available to handicapped people. When structural modifications are necessary to achieve accessibility, the regulations require the development of a transition plan outlining the development of such a plan. Handicapped persons, or organizations representing them, must be included in developing this plan. A copy of the plan must then be available for public inspection. The 504 regulations do not require affirmative action employment of the handicapped, but they do mandate grantees to judge applicants for employment solely on the basis of their qualifications. Nondiscriminatory employment practices must also include accessible job applications and public notices of employment. Grantees are responsible for self-evaluation and must also develop their own plans for compliance. According to the regulations, all grantees' facilities must be architecturally accessible by May, 1982.

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## 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.



# resolution

FY 1983-1984 STATE/LOCAL PARTNERSHIP

Public Meeting  
San Francisco, CA  
May 27, 1983

WHEREAS the California Arts Council budget for 1983-1984 calls for the continuation of the State/Local Partnership Program, and

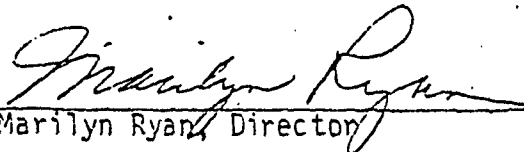
WHEREAS the awarding of contracts to organizations under this program is established by regulation,

NOW THEREFORE BE IT RESOLVED THAT:

The Arts Council award a Block Grant and a Local Priorities Grant to every eligible local partner which chooses to participate in the 1983-1984 State/Local Partnership Program, pursuant to passage of the 1983-1984 State/Local Partnership Program Budget.

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

Resolution Passed.

  
Marilyn Ryan, Director

CALIFORNIA ARTS COUNCIL

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**SEP 26 1983**

Passed and adopted by the Council of The City of San Diego on \_\_\_\_\_,  
by the following vote:

Councilmen	Yeas	Nays	Not Present	Ineligible
Bill Mitchell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bill Cleator	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Gloria McColl	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
William Jones	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ed Struiksma	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mike Gotch	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Dick Murphy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Uvaldo Martinez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mayor Roger Hedgecock	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

AUTHENTICATED BY:

**ROGER HEDGECOCK**  
Mayor of The City of San Diego, California.

**CHARLES G. ABDELNOUR**  
City Clerk of The City of San Diego, California.

(Seal)

By *Charles G. Abdelnour* Deputy.

Office of the City Clerk, San Diego, California	
Resolution Number <i>R-259325</i>	Adopted <b>SEP 26 1983</b>