

San Marcos Art & Cultural Grant Program 2010

Program Overview:

Established as a provision in the Heart of the City specific plan, a public art in-lieu fee was created to assist in promoting art and cultural initiatives that enrich the artistic and educational climate of San Marcos.

Beginning in FY 2009-10 and each year thereafter, if funds are available, the City of San Marcos will make available funding to eligible organizations for the purposes of implementing artistic and cultural events and/or activities that generally benefit the San Marcos community. Applicant organizations must have been in existence for at least one year with a history of producing an art or cultural program. Organizations requesting funds must be community based, meaning at least 51% of the Board of Directors shall be made up of San Marcos residents.

The San Marcos City Council designated the San Marcos Community Foundation to implement the art and cultural grant program.

Application period:

The San Marcos City Council designates the San Marcos Community Foundation as the review and finding panel for the grant program. The decisions of the Foundation are final and no appeal is available.

The application period will open February 8, 2010 and will end April 8, 2010. Applications received after the due date will be rejected. Please review funding criteria, procedures, and required documentation prior to submitting an application. Only complete applications will be eligible for review. Allocated funds are designated for events taking place during June 2010 to June 2011, the twelve month period for which the application period was advertised as open.

Funding Availability:

Annual available funding for the cultural and arts grant program is determined each year during the city's normal budgetary process. Interest accrued from the in-lieu fund will be used as the basis for each year's allocation. For FY 2009-10 a total of \$6,500 is available for grants.

The San Marcos Community Foundation, acting on behalf of the City Council, is not obligated to provide funding to any organization and may decide to set the funding level for each request based on a number of factors including, but not limited to:

- The ability and qualification of the applicant to provide the program/event;
- Other funding sources available for the event including, but not limited to, matching grants;
- New and/or expanded services not currently being provided;

- Programs targeted to traditionally underserved communities;
- Historical effectiveness of the applicant in providing cultural and promotional activities or services; and
- Ability to yield tangible benefits to the community at large.

Funding may be used for artists' fees, legally required royalties, production expenses, event space rental, marketing costs, and other expenses related to the event.

Funding may not be used for prizes, awards, scholarships, permanent equipment, travel, staff expenses including salaries, stipends or any other form of compensation, overhead expenses of the group such as office rental or utility costs, refreshments or debts incurred by past events.

Awards:

Grants are awarded in a single year basis. Grantees may be eligible for renewal for up to 5 years, subject to annual approval of the Foundation. Applications will need to be submitted each year by the grantees.

Awards shall be granted in any amount up to \$2,500 per grantee.

Public Access:

Applicants are required to provide for open public access to performances, events, or exhibits to ensure accessibility to all individuals.

Compliance:

Organizations receiving funding assistance must comply with all Federal, State and local laws, ordinances and codes.

Organizations receiving funding assistance shall acknowledge the City in all publicity, press releases, and promotional material related to the activity(ies)/event(s), as delineated in any funding agreement between the applicant and the City.

Application Submission and Review Process

Submissions:

A complete application consists of all forms as listed on the application check list. Submittals shall be one complete copy with no binding, staples or paper clips, etc. printed on one side only. Applications must be submitted by the deadline listed on the application check list.

All organizations receiving funding are required to enter into a funding agreement (sample is included in the application packet) prior to funding being released.

Program evaluation criteria:

Applications are evaluated on a competitive basis. Applicants and their corresponding events will be evaluated and assessed as to how the event(s) impacts and enhances San Marcos image.

City staff will acknowledge receipt of a grant application, and may conduct limited investigative research, if warranted. Applications are ranked by the applicants qualities, effectiveness, promotional value, and outreach capabilities, along with compatibility of the City's image. When relevant and appropriate, applicants are encouraged to address these items in the narrative section as they develop their narratives and budgets.

Applicant organization must offer art/cultural events that promote the City of San Marcos and benefit its residents.

Review Notification:

San Marcos Community Foundation members will notify each applicant of the date of the application review session. Applicants are not permitted to give an oral presentation, however are encouraged to attend the application review to respond to inquiries, if needed.

Once a funding decision has been determined, applicants will be notified by electronic mail, as well as US mail. Funding agreements will be mailed with notifications. Payments will be made following full execution for original agreements and receipt of all required documents.

Funding Decision:

The San Marcos Community Foundation's decision is final as to whether to approve any request for funding. A decision not to approve a particular request does not preclude an eligible applicant(s) from re-applying in any future years.

Application Checklist

Please provide the following materials:

Please type (font size 10 or larger) or clearly print your application in space provided.

- ✓ Application cover
- ✓ Application form
- ✓ Project Budget
- ✓ Board of Directors list including name, city of residence
- ✓ Certification page
- ✓ IRS letter stating tax- exempt status

Application Deadline: Thursday, April 8, 2010 by 5:30 p.m.

**City of San Marcos
Arts and Cultural Grant Application
2010**

Grant request: \$ _____

Total Program Budget: \$ _____

Name of Organization: _____

Contact Person _____ Title _____

Organization Address _____

Phone: _____ Fax: _____

Email: _____ Web address: _____

Number Paid staff _____ Number volunteer staff _____

Are you... Non-profit: _____ For profit: _____

Geographic Area Served: _____

Describe your organization in the space below:

Describe the project seeking grant funding: *(Please use font size 10 point or larger)*
[Discuss its goals, your plan to carry out the project, project timeline and readiness, proposed venue and target audience, whether this is a paid or free event. Please include how this event will promote San Marcos].

Community Support:

[Please describe actions that indicate active community support for this event. Provide details of in-kind or cash contributions. Describe additional funding sources for the event if applicable. Describe any steps already taken to get additional funds or in-kind support for this event].

Project Budget

Project Income:

Donated Income:	
Individual contributions	_____
Business/Corporate Contributions	_____
Other Government grants	_____
Foundation Grants	_____
Other grants	_____
Earned Income	
Admission/Ticket Sales	_____
Other	_____
In-kind contributions	_____
San Marcos Art and Cultural Grant request	_____
TOTAL INCOME:	_____

Project Expenses:

Administrative Personnel	_____
Artistic Personnel	_____
Program/Production/Exhibition Cost	_____
Facility Rental	_____
Artist Fees	_____
Promotion/Marketing Costs	_____
Office Supplies and Materials	_____
Other	_____

Total Project expenses: _____

Certification page

Is your organization incorporated as a non-profit organization? _____

If "YES"

Date of incorporation as a non-profit: _____

Federal Tax ID#: _____

If "NO"

Name of sponsoring organization: _____

Its Federal Tax ID#: _____

We certify that the information contained in this application, and its attachments, is true and correct to the best of our knowledge. We also hereby certify that our organization is in compliance with all State, Federal and Local laws regarding licensing and employment practices.

Signature and title of individual preparing the application form

AND

Signature and title of President or authorized officer

Return Application to:

City of San Marcos
c/o San Marcos Art & Cultural Grant Program
1 Civic Center Drive
San Marcos, CA 92069
FAX: 760/744-9250

Due Date: THURSDAY, APRIL 8, 2010 BY 5:30 P.M.

**CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SAN MARCOS, CALIFORNIA
AND
{Recipient Name}**

The Agreement (“Agreement”) is made and entered into on this _____ day of _____, 20__ (“Effective Date”), by and between the City of San Marcos, California, a chartered California municipal corporation, with its principal place of business located at 1 Civic Center Drive, San Marcos, California (“City”), and **[Recipient Name]**, a California nonprofit corporation, with its principal place of business located at **[Recipient Address]** (“Recipient”). City and Recipient may be referred to herein individually as a “Party” or collectively as the “Parties” or the “Parties to this Agreement.”

RECITALS

Whereas:

1. As one of its functions as a chartered municipal corporation, City seeks to encourage, protect and enhance the health, safety, welfare and general good of the City and its citizens as well as improve the general quality of life for its citizens; and,
2. City desires to utilize the experience and ability of Recipient in helping to provide cultural, educational, recreational and entertainment opportunities for the general good of all.

In consideration for the above referenced recitals and the following mutual covenants, agreements and obligations of the Parties, the Recipient and City agree as follows:

AGREEMENT PROVISIONS

1. Incorporation of Preamble and Recitals

The Parties to this Agreement agree and attest to the truth and accuracy of the provisions contained in the Preamble and Recitals set forth above. The provisions of the Preamble and Recitals are hereby incorporated and made a part of this Agreement by this reference. The Parties agree that this Agreement has been entered into, at least in part, in consideration of the provisions contained in the Preamble and Recitals, as well as the provisions contained in the balance of this Agreement.

2. Nature of Agreement

City agrees to contribute an amount set forth in the Agreement (“Contribution”) to Recipient, in consideration for Recipient’s performance of the Activities described below and full compliance with all of the terms and conditions of this Agreement.

3. Duties of Recipient

In consideration for the receipt of funds to be paid to Recipient by City, Recipient shall perform all of the described work, services, and activities required to present or to bring about the event(s) described in Exhibit A (collectively referred to herein as the "Services"), entitled, "Description of Recipient's Activities and Obligations," (the "Activities"), attached and incorporated by this reference.

4. Payment of Contribution

Recipient shall perform all of the Services under this Agreement as a condition precedent to the City's delivery of the fund ("Contribution") referenced in Exhibit B, entitled, "Amount of Contribution, Terms of Payment and Restrictions," attached and incorporated by this reference. Upon Recipient's compliance with the terms and conditions of this Agreement, City will contribute to Recipient the amount set forth in Exhibit B. The Contribution paid to Recipient shall not be used for any other purpose than to pay expenses, (or if said expenses have already been paid by Recipient, then for reimbursement of same to Recipient) related to the Activities. None of the City's Contribution will be used to pay for any expenses of Recipient incurred before the Effective Date.

5. Limitation of Financial Responsibility

In no event shall City's share of the Recipient's expenses related to the Services and Activities provided under this Agreement exceed the amount set forth in Exhibit B. In no event will Recipient have the right or power to pledge the credit of City or incur any obligation in the name of the City.

6. Records and Documentation

Within thirty (30) days following the conclusion of Recipient's performance of the Activities required under this Agreement, Recipient shall deliver to the City a written detailed accounting statement showing all receipts and disbursements received or made in connection with the provisions of the Activities for City review and/or audit. This accounting statement shall provide expense summary documentation to the satisfaction of the City Manager. If any of the funds listed in Exhibit B are not expended on the Activities pursuant to the terms of this Agreement, the unspent funds shall be returned to the City concurrently with submittal of said accounting statement.

7. Independent Contractor Status

It is agreed that during the performance of the Services and Activities required under the terms and conditions of this Agreement, Recipient, and any person(s) who is either employed by or contracted with Recipient to furnish labor and/or materials, either work as volunteer or as a paid employee, shall be deemed not to be an employee, contractor

or agent of City. Recipient has full rights to manage its employees, volunteers and contractors subject to the requirements of the law. The means by which the Services and Activities shall be accomplished is under the sole care, custody and control of Recipient.

8. Hold Harmless/Indemnification

Recipient agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, agents and employees from and against any claim, injury, liability, loss, cost and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom for which City may become legally liable arising from Recipient's acts, errors or omissions, with respect to or in any way connected with the prosecution of the activities of Recipient pursuant to this Agreement.

9. Insurance Requirements

Prior to commencement of any of the activities described in this Agreement and during its entire term, Recipient shall purchase and/or maintain, in full force and effect, the following insurance policies:

- A. commercial general liability policy (bodily injury and property damage);
- B. worker's compensation employers' liability policy; and
- C. comprehensive automobile liability insurance policy (if applicable).

Said insurance policies shall be maintained, with respect to any employees of Recipient and any of its vehicles assigned to the performance of services under this Agreement with coverage amounts, (including the required endorsements, certificates of insurance and coverage verification), as defined in Exhibit C, attached hereto and incorporated herein by reference. No third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. Nonassignment

Except as expressly agreed in writing by City, all Activities provided and Services required to be rendered under this Agreement shall be performed by Recipient. Recipient shall not otherwise subcontract or delegate to others the Activities to be performed under this Agreement.

11. Confirmation of Non Profit Status

As a prerequisite for City approval of this Agreement and for the payment of funds by the City, if requested by the City, Recipient shall provide City with current written proof that Recipient has qualified for, and has complied with, all conditions required to attain the status of a nonprofit organization, as that status is defined under both Federal

Internal Revenue Code, Section 501(c)(3), and State of California Franchise Tax Board under California Revenue and Taxation Code Section 23701. Recipient shall provide such proof of nonprofit status to the Office of the City Clerk at the City. Recipient shall maintain nonprofit status, as defined in this paragraph at all times this agreement is effect.

12. Time of Performance/Termination

All Services under this Agreement are to commence upon the Effective Date, and shall continue through [*end of said fiscal year*] unless sooner terminated in accordance with the terms of this Agreement. The time allotted for the completion of the Services and Activities required under this Agreement may be extended by mutual agreement of the Parties for such additional period of time as the City may determine to be in the public interest. This Agreement may be terminated by either Party upon ten (10) calendar days written notice to the other, without cause. In the event of any termination, City shall reimburse Recipient for all services actually performed and/or all expenses actually incurred under this Agreement, to date of termination, and such payment shall constitute full payment and there shall be no other charge. Upon request of City, Recipient shall provide City with copies of all documents prepared by Recipient as well as all receipts and proof of expenditures being requested for reimbursement.

13. Notices

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of San Marcos
Office of the City Manager
1 Civic Center Drive
San Marcos, CA 92069

Or by facsimile at (760) 744-9520

And to Recipients addressed as follows:

Recipient's notice address:

Name:

Address:

14. Captions

The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

15. Statutes and Law Governing Contract

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

16. Other Agreements

This Agreement shall not prevent either Party from entering into similar agreements with others.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

“City”

CITY OF SAN MARCOS, CALIFORNIA
a chartered California municipal corporation

Approved as to form:

HELEN PEAK
City Attorney

Attest:

SUSIE VASQUEZ
City Clerk

PAUL MALONE
City Manager

1 Civic Center Drive
San Marcos, CA 92069
Telephone: (760) 744-1050
Fax: (760) 744-9520

“Recipient”

[Recipient name]

Address:
Telephone:

**CONTRIBUTION AGREEMENT
BY AND BETWEEN THE
CITY OF SAN MARCOS, CALIFORNIA
AND
{Recipient Name}**

Exhibit A

Description of recipient's activities and obligations

Exhibit B

Amount of contribution and restrictions

Exhibit C

Insurance requirements

Commercial General liability

Business Automobile Liability Insurance

Worker's Compensation