ITEM NO. 6

STAFF REPORT

CITY OF OCEANSIDE

DATE: January 21, 2015

TO: Honorable Mayor and City Councilmembers

FROM: Library Department

SUBJECT: **APPROVAL OF EXPENDITURE OF $25,000 FOR COMMUNITY ARTS PROJECTS**

SYNOPSIS

Staff and the Arts Commission recommend that the City Council approve an expenditure in the amount of $25,000 for the Arts Commission budget for funding six projects that promote the arts in Oceanside; and authorize the Library Department staff to facilitate the funding award process.

BACKGROUND

The adopted budget for FY 2014-15 includes an appropriation of $25,000 in the Capital Improvements Projects (CIP) Fund for the Arts Commission. The Arts Commission has considered proposals for allocations of this funding for a variety of projects that promote the arts in Oceanside.

The Arts Commission has selected the following organizations' projects to recommend to Council for funding at this time:

Boys & Girls Clubs of Oceanside	$5,000
Oceanside Cultural Arts Foundation	$5,000
KOCT—Community Service Television	$3,000
Oceanside Theatre Company	$3,500
Oceanside Museum of Art	$5,000
Lux Art Institute	$3,500
	$25,000

ANALYSIS

In August 2014 the Arts Commission sent out a City news release inviting local arts organizations to apply for up to $5,000 each for funds to support arts projects to serve the community. Applications were due in September, and the Commission reviewed them at its October meeting, and selected six projects for final presentations in December.

The selection criteria the Commission used to evaluate the applications and presentations included:

Eligibility and application requirements

- Budget/programmatic track record provided
- No expenses incurred before starting date of award
- Funding not to be directed to operational or fundraising costs unrelated to project
- Project directed to serve the people of City of Oceanside and open to the public

Evaluation in terms of Commission's mission and priorities:

- Fosters development and enjoyment of the arts in Oceanside
- Meets a community need and demonstrates value
- Makes broad, measurable impact
- Relates to City priorities such as tourism, development and education
- Encourages community engagement and participation

Details of the six recommended projects are as follows:

1. Boys & Girls Clubs of Oceanside: $5,000
   Art of the Masters
   This funding will support field trips to local art museums for youth, as part of the "Art of the Masters" project that implements a fine arts curriculum in the Oceanside Boys & Girls Clubs' after school programs.

2. Oceanside Cultural Arts Foundation: $5,000
   Oceanside International Film Festival
   This funding will support printing, advertising, equipment and venue costs for the Film Festival, at which student and independent filmmakers have their films juried and screened.

3. KOCT Community Service Television: $3,000
   Video Production for Funded Arts Projects
   This funding will contribute to production, compilation and DVD mastering, as KOCT produces, airs, and video-streams eight-minute (or less) programs highlighting three of the other funded projects on this list.

4. Oceanside Theatre Company: $3,500
   Radio Theatre Series
   This funding will contribute to talent, promotion and production costs of a series of six programs over one year at the Sunshine Brooks Theatre, in which actors would read vintage radio scripts to a live audience, with a Foley artist and sound effects.

5. Oceanside Museum of Art: $5,000
   Art Walk
   This funding will support creating maps and obtaining the services of a graphic designer for the Art Walk, a free event held the first Friday of every month in downtown Oceanside, with 15 to 20 restaurants, art institutions, and other partners providing cultural programming to the public.

6. Lux Art Institute: $3,500
   The Valise Project
   This funding will support purchase of art supplies for Family Art Nights, an extension of this formal art program ("The Valise Project") provided by the Institute to students in the Oceanside Unified School District.

Prior to receiving project funding, awardees will enter into a Memorandum of Agreement with the City of Oceanside as a condition of the award.

FISCAL IMPACT

The FY 2014-15 CIP budget includes an appropriation of $25,000 in the Arts Commission Business Unit, 912138000501. The funding source is the 501 General Capital Fund. Additional costs associated with facilitating distribution of these funds will be absorbed by the Library Department Business Unit 350010101, and such costs will not exceed available funds in this Unit/Department budget.

INSURANCE REQUIREMENTS

The City's standard insurance requirements will be met.

COMMISSION OR COMMITTEE REPORT

The Arts Commission approved recommending funding of the proposed community arts projects at its December 1, 2014 meeting.

CITY ATTORNEY'S ANALYSIS

A template for Memoranda of Agreement with the recommended recipients has been approved by the City Attorney as to form.

RECOMMENDATION

Staff and the Arts Commission recommend that the City Council approve the expenditure of $25,000 for community arts projects, and authorize staff provided by the Library Department to facilitate the funding award process.

PREPARED BY:

Bradley Penner
Library Division Manager

SUBMITTED BY:

Steven R. Jepsen
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Assistant City Manager

Sherri Cosby, Library Director

Jane McPherson, Interim Financial Services Director

Attachment:
Memorandum of Agreement template

MEMORANDUM OF AGREEMENT

Between

CITY OF OCEANSIDE and _____

This Memorandum of Agreement ('MOA') entered into this _____ day of _____, 20___, between the City of Oceanside, its agents, officers and employees, hereinafter collectively referred to as 'CITY', and _____ [Project provider's name], hereinafter designated as 'PROVIDER'. This MOA is in addition to the requirements set forth in *Application to Request Funding for Arts Programs* ('Application') provided for CITY through its Arts Commission and designated support staff, hereinafter collectively referred to as 'Commission'.

1. PROVIDER will offer participants the arts project, program, service or special event: _____, hereinafter designated as 'Project', as described in its Application dated _____, 20__, which is fully incorporated herein by reference.

2. PROVIDER will maintain and provide to Commission a roster of Project participants, with proof of Oceanside residency.

3. PROVIDER will ensure the Project is completed no later than 12 months from the date this MOA is executed by all parties. If PROVIDER fails to complete the Project within the allotted time or otherwise does not comply with the terms of this MOA, PROVIDER shall be obligated to return to CITY all funds provided.

4. No later than sixty (60) days after conclusion of the Project or that portion of the Project supported by CITY funds, PROVIDER shall submit a post-Project report to Commission (and a presentation, if possible, at the soonest available Commission meeting date), describing the Project; listing the number of participants; and accounting for the use of all funds received, accompanied by invoices, receipts, and other appropriate documentation. PROVIDER will return all remaining, unused funds to CITY at the time of the post-Project report.

5. PROVIDER will maintain or ensure a safe and healthy environment for those working on and participating in the Project during its implementation.

6. PROVIDER will supply copies of Project promotion, marketing, and publicity documentation naming CITY, identified as "City of Oceanside (Arts Commission)", as sponsor or co-sponsor.

7. PROVIDER will submit proof of Comprehensive General Liability Insurance with a minimum limit of $1,000,000 combined single limit per occurrence, inclusive of a 30-day Notice of Cancellation, 10-day Notice of Non-payment, and an additional insured endorsement naming the City of Oceanside. PROVIDER shall provide evidence of compliance with the insurance requirements listed above by providing, at minimum, a Certificate of Insurance and applicable endorsements, in a form satisfactory to the City Attorney, concurrently with the submittal of this MOA.

8. Pursuant to Labor Code section 1861, PROVIDER hereby certifies that PROVIDER is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and the PROVIDER will comply with such provisions, to the extent applicable, and provide certification of such compliance as a part of this Agreement.

9. PROVIDER agrees to defend and indemnify CITY from any claim, action or proceeding against CITY, arising solely out of the acts or omissions of PROVIDER in the performance of this MOA. At its sole discretion, CITY may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve PROVIDER of any obligation imposed by this Agreement, including the obligation to indemnify the CITY. CITY shall notify PROVIDER promptly of any claim, action or proceeding and cooperate fully in the defense.

10. CITY will make a one-time payment of $_____ to PROVIDER, from appropriated funds designated for arts, to sponsor or co-sponsor the Project, upon receipt of all required documentation.

11. Commission will offer support to PROVIDER, to assist PROVIDER in complying with all requirements and submitting all documentation; however, final responsibility for compliance remains with PROVIDER.

12. The interpretation, validity and enforcement of the MOA shall be governed by and construed under the laws of the State of California and any action arising from or related to this MOA, including actions to enforce any provision, shall be brought in the San Diego County Superior Court, North County Division. The MOA does not limit any other rights or remedies available to CITY. PROVIDER shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

13. Should any provision herein be found or deemed to be invalid, the MOA shall be construed as not containing such provision, and all other provisions, which are otherwise lawful, shall remain in full force and effect, and to this end the provisions of this MOA are severable.

BY SIGNING BELOW, I AGREE THAT I HAVE READ, UNDERSTAND, AND AGREE TO THE TERMS AND CONDITIONS HEREIN.

PROVIDER:

Signature _____ Date _____
Name _____
Title _____
Organization _____

Signature _____ Date _____
Name _____
Title _____
Organization _____

CITY:

Signature _____ Date _____
Name _____
Title _____
Oceanside Public Library

APPROVED AS TO FORM:

_____
Senior Deputy City Attorney