

COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Arts Council for Monterey County

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide services to present a broad representation of quality artwork from the local arts community to the public and to encourage a greater diversity of local youth, seniors, and other artists.

2.0 PAYMENT PROVISIONS.

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 4,800.00.

3.0 TERM OF AGREEMENT.

- 3.01 The term of this Agreement is from February 1, 2019 to January 31, 2023, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B County Facilities Art Exhibition Policy

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

9.0 INSURANCE REQUIREMENTS.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall **provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds** with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that **such insurance is primary** insurance to any insurance or self-insurance maintained by the County and that the insurance of **the Additional Insureds shall not be called upon to contribute** to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY.

- 10.01 **Confidentiality.** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

- 11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

- 12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Krista Hanni, Planning, Evaluation, & Policy Manager	Jacque Atchison, Deputy Director
Name and Title	Name and Title
Monterey County Health Department 1270 Natividad Road Salinas, CA 93906	PO Box 7495 Carmel, CA 93921
Address	Address
831-755-4586	831-622-9060
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS.

15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

-----*This section left blank intentionally*-----

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY


CONTRACTOR

By: _____
Contracts/Purchasing Officer

Arts Council for Monterey County
Contractor's Business Name*

Date: 1-31-19

By:  _____
Department Head (if applicable)

By:  _____
(Signature of Chair, President, or Vice-President)*

Date: 02/16/2019

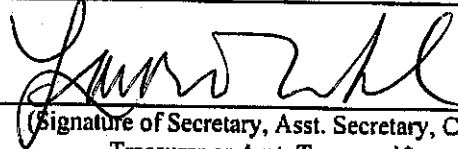
Approved as to Form¹

M. Susan Breen, Chair
Name and Title

By:  _____
Dep County Counsel

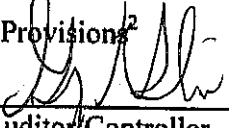
Date: 1-16-19

Date: 1/25/19

By:  _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Approved as to Fiscal Provisions²

LAURIE BENDO TREASURER
Name and Title

By:  _____
Auditor/Controller

Date: 1-16-19

Date: 2-9-19

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

EXHIBIT-A

**To Agreement by and between
Monterey County Health Department, hereinafter referred to as "County"
AND
Arts Council for Monterey County hereinafter referred to as "CONTRACTOR"**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:
- A.2 During the term of the Agreement, February 1, 2019 through January 31, 2023, CONTRACTOR will provide annual art exhibition services in compliance with the County Facilities Art Exhibition Policy. CONTRACTOR will coordinate selection and exhibition of artwork with the County Facilities Arts Policy Task Force (CFAPTF), Resource Management Agency (RMA), Deputy Director of Public Works, Parks and Facilities or his/her designee and the County Director of Health or his/her designee, as necessary.
- A.3 CONTRACTOR shall submit a formal schedule for the rotation of artwork exhibits each fiscal year at the Health location, 1270 Natividad Road, Salinas, CA. This document will be sent to the Director of Health after approval by the CFAPTF and the Deputy Director of RMA.

B. COMPENSATION/PAYMENT PROVISIONS

County shall pay an amount not to exceed \$1,200.00 annually for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services.

Invoice shall be included each year with the submission of the formal rotation schedule.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C. INVOICING AND PAYMENTS

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors

Invoices shall be submitted in duplicate to:

**Monterey County Health Department
Administration Bureau
Attn: Krista Hanni
Planning, Evaluation, and Policy Unit
1270 Natividad Road
Salinas, CA 93906**

Invoices shall:

- a. Be prepared on CONTRACTOR letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
- b. Bear the CONTRACTOR's name as shown on the agreement.
- c. Identify the billing and/or performance period covered by the invoice.
- d. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by COUNTY.

EXHIBIT B

County of Monterey Board Policy Manual

Policy Name County Facilities Art Exhibition Policy	Policy Number	Page
	G-94	1 of 5
Policy Category Government and Administration		

I. Purpose

To identify and support the local visual arts community by offering highly visible public spaces for the exhibition of artwork at designated County facilities. The purpose of the exhibits is not to create or provide a marketplace for art or a forum for public political debate, but to encourage the community's appreciation of visual arts in a setting that may be viewed without charge by all community members. This policy applies to all County facilities and establishes guidelines for distinct roles and areas of responsibility between the "County" and "Artwork Program."

II. Background

The Monterey County Rotating Artwork Program, hereafter "Artwork Program," was developed to heighten public appreciation for the visual arts, promote its value to society, and provide a means of personal expression for area artists. The primary focus of the program is to present a broad representation of quality artwork from the local arts community to the public and to encourage a greater diversity of local youth, seniors, and other-abled artists.

Since 2006, the Arts Council for Monterey County (ACMC) has displayed original artwork exhibits in public lobbies and publicly accessible conference rooms at the County Government Center Administration Building and Health Department Administration Building in Salinas.

III. Policy

It is the policy of the County that:

1. All County facilities, owned and leased, will follow the guidelines described below. The policy establishes clear guidelines and defines distinct roles, responsibilities, and criteria for the selection and exhibition of artwork in County facilities.
2. Three parties have been designated to coordinate and manage the selection and exhibition of artwork at County facilities: "County Facility Arts Policy Task Force," "RMA-Deputy Director of Public Works, Parks and Facilities, or his/her designee," and "Arts Council for Monterey County."

3. It is the intent of the policy for Monterey County to continue its collaboration with ACMC to display original visual arts of local artists in public common areas and shared conference rooms of County facilities.
4. Exhibited artwork shall be free of sales price information. Artists' contact information may be posted near their artwork subject to the approval of the County.
5. The County assumes no liability or responsibility arising from or out of any loss, damages, or vandalism to artwork while on exhibit at any County facility.

IV. County Facility Arts Policy Task Force (CFAPTF)

A task force, CFAPTF, composed of representatives from County departments assigned by the County Administrative Officer (CAO), has been established to act as County liaison and assist with the coordination and management of the selection and exhibition of artwork at County facilities.

Composition:

The Task Force is currently comprised of representatives from eleven County departments alphabetically listed below. The Economic Development Department will serve as the Task Force Lead.

1. County Administrative Office - Intergovernmental & Legislative Affairs
2. County Administrative Office - Office of Community Engagement & Advocacy
3. Economic Development Department
4. Health Department - Planning, Evaluation, and Policy
5. Resource Management Agency - Public Works and Facilities

County employees interested in participating on the task force must obtain written approval from their Department Head prior to forwarding their request for consideration for assignment by the CAO. Length of continuous assignment of Department representatives will be determined by the CAO in conjunction with the Task Force Lead.

Role of CFAPTF:

The CFAPTF will act as and/or provide the following services:

1. Serve as liaison between the County of Monterey and ACMC.
2. Promote effective collaboration between County departments, RMA-Deputy Director of Public Works, Parks and Facilities, or his/her designee, and ACMC to carry out the purpose of this policy.
3. Point-of-Contact for County departments concerning artwork in their respective facility.
4. Formalize a rotation schedule for artwork exhibits at County facilities in collaboration with the ACMC and RMA-Deputy Director of Public Works, Parks and Facilities, or his/her designee.
5. In any situation where: 1) the appropriateness of any exhibit displayed in a County facility is called into question; 2) the artwork implies the County is sponsoring and/or endorsing any commercial establishment or business; or 3) the artwork associates the County with a position other than neutrality on matters of political controversy, the Task Force Lead will review and make the final, ultimate determination in the best interests of the County regarding the artwork's disposition, including removal of the artwork from the facility.

6. Promote a racial equity lens that includes consideration for artists of underserved regions of the County including, but not limited to, youth and adults in foster care, incarcerated or formerly incarcerated, and mental health clients.

V. RMA-Chief of Facilities

Role of RMA-Chief of Facilities:

1. The Resource Management Agency (RMA) Deputy Director of Public Works, Parks and Facilities, or his/her designee, shall review and designate the County facilities, both owned and leased, appropriate for participation in the Artwork Program.
2. The RMA-Deputy Director of Public Works, Parks and Facilities, or his/her designee, will make the final assessment and determination regarding exhibit locations, methods/materials, logistics, safety and security matters, code compliance, accessibility and maintenance requirements, facility integrity, and other related criteria.
3. Assign Facilities staff to assist ACMC with access for installation/removal of exhibits and to review each final installation to ensure all required criteria of 1 and 2 above are met.

Facilities Approved for Participation in Artwork Program

The RMA-Deputy Director of Public Works, Parks and Facilities, or his/her designee has approved the County facilities listed below for participation in the Artwork Program and consideration for visual arts exhibits. County facilities not listed below must comply with all policy guidelines and obtain the written approval of the Department Head and RMA-Deputy Director of Public Works, Parks and Facilities, or his/her designee prior to any artwork being displayed in the facility.

Facilities in Salinas

- a. Government Center, Administration Building
- b. Government Center, Schilling Place
- c. Health Department, Administration Building

Facilities in Monterey

- a. Superior Court, Monterey County Courthouse

VI. ACMC

Role of ACMC:

The role of the ACMC is as follows:

1. To serve as liaison for the Artwork Program and work with the designated County liaison to implement the County Facilities Art Exhibition Policy.
2. As a committee, to select artwork by area artists for display in County facilities per the selection criteria below.
3. To assemble a collection of exhibits that are diverse in style, scale, media, and artists represented.
4. To rotate exhibits periodically on a schedule acceptable to the County to maximize opportunities for area artists' artwork to be seen by the public and to provide a varied visual experience for the regularly visiting public.
5. To serve as liaison between selected artists and County representatives to arrange for the exhibiting of their original artwork at designated County facilities.

6. To ensure that the artists are aware the exhibit's purpose is not to create or provide a marketplace for art or forum for public political debate, but to encourage community appreciation of artwork in a setting that may be viewed without charge by all members of the community.
7. Subject to the approval of the County, artists may place tasteful, appropriately sized contact information near their approved, posted artwork for purposes of selling the artwork to the general public.

Artwork Selection Criteria:

The APMC selection committee must determine that all artwork meets the following artwork selection criteria before it is approved for exhibition:

1. All artwork approved for selection is the product of local area arts community.
2. Artwork selected shall be of interest to the general public. Selected artwork must have a universal, not particularized, appeal, to attract a broad audience.
3. The selection committee will actively seek to approve a broad representation of quality artwork submitted by a diverse component of local youth, seniors, and other-abled artists.
4. Acceptable artwork includes paintings of all media; other works of visual art, such as prints, drawings, stained glass, carvings, mosaics, fiber and textiles, photographs, drawings, and collages; and crafts or artifacts constructed of clay, wood, metal, glass, stone, plastic, and other materials, provided that the artwork shall be hung on a wall. A cable suspension system to preserve the integrity of wall surfaces and safely display the artwork must be used when those systems become available.
5. Provide for the routine maintenance of displayed exhibits.
6. The selection committee shall find aesthetic merit in all works of art it approves. The term "aesthetic" means that the artwork is pleasing in appearance to the average person.
7. Approved artwork must be compatible in scale, material, form, and content to the exhibit space. Consideration shall be given to the architectural, historical, geographical, social, and cultural context of the facility and its public visitors.
8. Approved artwork must not be obscene. "Obscene artwork" means artwork, taken as a whole, that to an average person, applying contemporary community standards, appeals to the prurient interest, that, taken as a whole, depicts or describes sexual conduct in a patently offensive way, and that, taken as a whole, lacks serious literary, artistic, political, or scientific value.
9. Approved artwork must not be controversial, offensive, and/or intimidating, nor may the artwork incite tension and/or encourage violence.
10. Artwork that implies that the County is sponsoring and/or endorsing any commercial establishment or business artwork that associates the County with a position other than neutrality on matters of political controversy will not be approved.
11. Approved artwork shall be original artwork; replicas of another artist's work shall not be approved.
12. Approved artwork should not require excessive maintenance.
13. Approved artists must agree to sign a waiver releasing the County from any liability or responsibility arising from or out of any loss, damages, or vandalism to their artwork while on exhibit at any County facility.

VII. Review Date

1. This Policy will be reviewed for continuance by February 26, 2023.

VIII. Board Action

1. Legistar File Number 18-183, February 27, 2018.