

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(MORE THAN \$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 (ACMC)  
(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** Develop and implement cultural Arts Program for Monterey County residents and visitors.

**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 shall not exceed the sum of \$ 393,648.90.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2016 to June 30, 2017, 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 FY 2016-17 Work Plan

## 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 in this paragraph. 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, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

## 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 \$1,000,000 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:

| <b>FOR COUNTY:</b>                                       | <b>FOR CONTRACTOR:</b>             |
|--|------------------------------------|
| Debby L. Bradshaw, Management Analyst III                | Paulette Lynch, Executive Director |
| Name and Title   | Name and Title                     |
| 168 West Alisal Street, Third Floor<br>Salinas, CA 93901 | P. O. Box 7495<br>Carmel, CA 93921 |
| Address  | Address                            |
| (831) 755-5338   | (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

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>  
By: Rebecca M. Duceiro  
County Counsel

Date: July 11, 2016

Approved as to Fiscal Provisions<sup>2</sup>  
By: [Signature]  
Auditor/Controller

Date: 7-21-16

Approved as to Liability Provisions<sup>3</sup>  
By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Arts Council for Monterey County  
Contractor's Business Name\*

By: [Signature]  
(Signature of Chair, President, or Vice-President)\*

LYNN DIEBOLD  
Name and Title

Date: 6/11/16 Vice President

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

CHRISTOPHER LOPEZ, Secy  
Name and Title

Date: 6/11/16

County Board of Supervisors' Agreement Number: \_\_\_\_\_, approved on (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.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor-Controller is required

<sup>3</sup>Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

## EXHIBIT-A

**Agreement by and between the County of Monterey, through its  
Economic Development Department, hereinafter referred to as "County"**

**AND**

**Arts Council for Monterey County, hereinafter referred to as "CONTRACTOR"**

### **Scope of Services / Payment Provisions**

This EXHIBIT A shall be incorporated by reference as part of the Professional Services Agreement, dated July 1, 2016, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey, through its Economic Development Department, ("County") and the Arts Council for Monterey County ("CONTRACTOR"), and specific obligations of the CONTRACTOR.

#### **A. SERVICES TO BE PROVIDED**

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

##### **1. Support the Development of Jobs and Business Opportunities – Budget \$70,500**

During the term of this Agreement, CONTRACTOR shall develop job and business opportunities by: A) increasing IMPLAN 2014 Report (economic impact assessment software system), baseline of 7,944 arts-related jobs by 50, to a total of 7,994 arts-related jobs -- through grants, training and marketing; B) increasing 2014 IMPLAN Report baseline of 1,850 art sector businesses by 15, to a total of 1865 art sector businesses – through consulting, training and marketing; C) increasing creative tech businesses by 4 businesses from 2014 IMPLAN baseline of 76, to a total of 80 creative tech businesses -- through consulting, training and marketing; and D) increasing exposure for 10 additional artists from 2016 Arts Council Directory baseline of 50, to exposure for a total of 60 artists -- through rotating and marketing the artwork of 60 artists at the Monterey County Administration Government Center and the Superior Court of California, Monterey Courthouse.

#### **Monterey County Rotating Artwork in County Administrative Building and Superior Court of California, Monterey Courthouse:**

CONTRACTOR shall implement the art program in conjunction with the County of Monterey to display artwork in the public lobbies and publicly accessible conference rooms at the following Monterey County Buildings:

- 1) County Government Center – Administration Building, located at 168 West Alisal Street, Salinas, CA 93901, and
- 2) Superior Court of California – Monterey Courthouse, located at 1200 Aguajito Road, Monterey, CA 93940

The process shall be as follows:

**Artwork to be displayed**

CONTRACTOR shall register values of all artwork with the County Administrative Officer prior to installation.

CONTRACTOR shall ensure that the County Administrative Officer or his designee has approved all artwork prior to installation. The County of Monterey reserves the right to refuse any artwork selected by CONTRACTOR if it is determined that the artwork is not appropriate for County-owned buildings.

CONTRACTOR will be responsible for coordinating the screening of artists, establishment of the screening/selection committee, and ensuring the program works effectively and fairly.

**Installation of Artwork**

CONTRACTOR shall arrange for the installation of all artwork. Prior to the commencement of any artwork installation, CONTRACTOR shall ensure that the County Administrative Officer or his designee has approved the time, place, and manner of all work installation. All artwork installation costs will be borne solely by the CONTRACTOR.

**Marketing and Sale of Artwork**

CONTRACTOR agrees to publicize the program countywide. All displayed artwork may contain artist, website, or other telephone contact information for the CONTRACTOR. The artwork shall not contain any price or cost information. Prior to the commencement of any artwork installation, the CONTRACTOR shall ensure that the County Administrative Officer or his designee has approved any information displayed with the artwork.

CONTRACTOR shall incur all expenses related to the removal of sold artwork and reinstallation of replacement artwork in the same location. CONTRACTOR shall not remove any artwork without arranging for the reinstallation of replacement artwork in a manner consistent with the terms of this Agreement.

**Reception**

CONTRACTOR and the County of Monterey may schedule an opening reception for the Artwork program. CONTRACTOR agrees to publicize any opening reception for the Artwork program countywide. CONTRACTOR shall ensure that the County Administrative Officer or his designee has approved the time, place, cost, and manner of any artwork reception. All artwork reception costs shall be borne solely by the Contractor.

**2. Develop Public/Private Partnerships – Budget \$206,000**

During the term of this Agreement, CONTRACTOR shall develop effective public/private partnerships by: (A) increasing number of room nights by 200 from 2016 Arts Council Grantee and Partner Hotel Survey baseline of 2,000 in partner hotels, to a total of 2,200 room nights -- through cultural tourism grants, training and marketing; (B) increasing foot traffic in partner districts by 1,000 visitors from 2016 Arts Council Grantee and Downtown Association BASELINE of 20,000, to a total 21,000 visitors -- through grants, training and marketing for cultural events; and (C) improving graduation

rates in partner schools by 60 students from Monterey County Office of Education 2015 baseline of 1,200, to a total of 1260 graduating students -- through comprehensive science-integrated art classes and community exhibitions.

**3. Increase Workforce Development Opportunities – Budget - \$56,500**

During the term of this Agreement, CONTRACTOR shall increase workforce development opportunities by: (A) increasing the number of students ready to work by 10 students from 2016 Arts Council Grantee survey baseline of 25, to 35 students ready to work in art -- through grants for internships and summer jobs; (B) increasing the number of students ready to work by 15 students from 2015-16 Grantee survey baseline of 25, to 40 students ready to work in creative technology -- through grants for internships and summer jobs in creative technology; (C) increasing the number of students job shadowing creative technology by 10 students from 2015-16 Arts Council Grantee survey baseline of 25, to 35 students job shadowing creative technology -- through grants and consulting; (D) increasing the number of students ready for creative technology employment by 10 students from 2016 Arts Council partner survey baseline of 20, to 30 students ready for creative technology employment -- through grants for media arts summer camps and E) increasing number of students preparing to teach art by 10 students from 2015 CSUMB Visual and Public Art Department and Music Department baseline of 10, to 20 students preparing to teach art – through paid internships and support for securing their credential.

**4. Improve Business Climate – Budget \$60,648.90**

During the term of this Agreement, CONTRACTOR shall improve business climate by: A) increasing customer base of partner businesses by 60 customers from 2016 Salinas 411 baseline of 500, to a total of 560 customers of partner businesses -- through grants and sponsorships of temporary exhibitions and classes; (B) increasing customer base of partner businesses by 60 customers from 2016 Greenfield Cultural Art Center baseline of 300, to a total of 360 customers of partner businesses -- through grants and consultations to create permanent installations (murals) and performance space: (e.g., Greenfield Art Center), and (C) increasing customer base for three partner districts by 120 from City of Marina and Salinas 411 baseline of 800, to a total of 920 customers for the three partner districts -- through temporary artist tenancy of unoccupied storefronts.

**5. Leverage County Investment in the Arts**

During the term of this Agreement, CONTRACTOR shall leverage County investment by: A) increasing funding from foundations by \$38,000 over Arts Council 2015-16 revenue baseline of \$321,000 -- through statewide and nationwide sources, for a total of \$359,000 in funding from foundations; (B) increasing support from individuals and small businesses by \$11,000 over Arts Council 2015-16 revenue baseline of \$187,000, for a total of \$198,000 in support from individuals and small businesses, through major gift appeals and C) increasing revenue from the sale of artwork by \$4,000 over Arts Council 2015-16 revenue baseline of \$6,000, to a total of \$10,000 in revenue from the sale of artwork, including on-line sales.

**B. PAYMENT PROVISIONS: COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS**

**B1. Compensation**

The amount of compensation allocated to CONTRACTOR for Fiscal Year 2016/2017, which is the period July 1, 2016 – June 30, 2017, shall not exceed \$ 393,648.90. CONTRACTOR shall submit monthly invoices. Compensation shall be paid to CONTRACTOR in twelve monthly installments in the amount equal to 1/12<sup>th</sup> of the total allocated above. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A.

**B2. Standard Payment Schedule**

The Auditor-Controller shall pay the monthly invoice within 30 days of receipt. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

**B3. Quarterly Performance Reports**

CONTRACTOR shall produce the following quarterly performance reports in a format provided by County. The performance report shall be in a format that is easy to understand that can be shared with the Economic Opportunity Committee and the Board of Supervisors. Each quarterly performance report shall identify specifically the achievement, to-date, of the performance criteria specified in Section A, subsections (1) through (5):

| <u>Due Date</u>  | <u>Report Period</u>                               |
|------------------|--|
| October 28, 2016 | July 1, 2016 – September 30, 2016 ( Q1 report)     |
| January 27, 2017 | July 1, 2016 – December 31, 2016 (mid-year report) |
| April 28, 2017   | July 1, 2016- March 31, 2017 (Q3 report)           |
| July 28, 2017    | July 1, 2016- June 30, 2017 (Year-end report)      |

**B4. Annual Work Plan and Budget**

The CONTRACTOR shall submit an Annual Work Plan and Budget on the date noted below for review and approval by the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC.

| <u>Due Date</u> | <u>Report Period</u>                     |
|-----------------|--|
| April 20, 2017  | FY 2017-2018 Annual Work Plan and Budget |

**B5. Determination of Compliance**

CONTRACTOR is expected to substantially meet or exceed the stated goals, objectives, tasks and performance measures. CONTRACTOR is expected to provide various reports, documents, plans, and other deliverables in a timely manner. Furthermore, CONTRACTOR is expected to cooperate with Economic Development Department staff, the Economic Opportunity Committee, and the Board of Supervisors in conducting its responsibilities under this Agreement.

The determination of whether performance meets standard is at the sole judgment of County. County will review periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

In the event County determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedy. These remedies could include, but are not limited to, requiring a corrective action plan, disallowance of costs, withholding payment, changing the compensation schedule, reduction of future allocations, and/or termination of the Agreement.

#### **B6. Modifications to the Scope of Work**

The Economic Development Director or his/her designee may approve modifications to the specific tasks described in the Scope of Work with the concurrence of the Administrative Committee of the Monterey County Economic Opportunity Committee. Such modifications must be in writing. Any modifications to compensation and to the Scope of Work must be approved by the Board of Supervisors.

#### **B7. CONTRACTOR Finances, Budget, Audits and Financial Statements**

CONTRACTOR is expected to operate in a financially sound manner in accordance with generally accepted accounting principles. This is a requirement of eligibility to receive an allocation from County. By signing this Agreement, CONTRACTOR acknowledges that this requirement is met.

CONTRACTOR agrees that its Board of Directors will approve an annual budget applicable to CONTRACTOR'S fiscal year. A copy of that adopted budget will be provided to County with 10 business days after adoption.

CONTRACTOR shall provide County with a copy of its most recent annual audit and subsequent annual audits that may be completed during this Agreement's duration. Such audits shall be provided within 10 business days of their presentation to the CONTRACTOR'S Board of Directors.

CONTRACTOR shall provide County with financial statements covering the end of the second quarter and fourth quarter of CONTRACTOR'S fiscal year. Such statements shall be provided within 10 business days of their presentation to the CONTRACTOR'S Board of Directors. County reserves the right to request more frequent financial statements which shall be provided by CONTRACTOR within 10 business days if such request is made.

CONTRACTOR agrees to notify County if there are budget or financial issues that are likely to materially adversely affect the ability of CONTRACTOR to achieve the Scope of Work in Section A. Such notification shall be made in a timely manner, which shall

be construed as no later than 10 days after such information is made available to the CONTRACTOR'S Board of Directors.

**B8. Acknowledgement of County Funding**

The County shall be acknowledged for the funding support it provides to CONTRACTOR and for explicit funding support for any project, event or initiative funded by this Agreement. This acknowledgement shall be included in any written materials, advertisements or banners associated with the project, event or initiative where it is customary to list sponsors. It is CONTRACTOR'S responsibility to pass this requirement through to its Subcontractors or funded organizations that may be involved in any project, event or initiative funded by County. CONTRACTOR shall ensure their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by County as ineligible to receive future funds.

**B9. Written Publications**

CONTRACTOR shall provide County with a copy of any final written or visual publication and any other work product (e.g. print advertisement) that is funded in whole or in part by this agreement. CONTRACTOR'S website shall prominently display that the County is a major funding partner or contributor to CONTRACTOR. Said documents shall be provided within 10 business days of their publication.

**B10. Unincorporated Area Representation and Service**

CONTRACTOR is encouraged to include on its Board individuals who reflect the interests of unincorporated areas of the County of Monterey and ensure that CONTRACTOR'S services apply to unincorporated as well as incorporated areas of the County. A list of current Board Members shall be included in the periodic reports required by this Agreement.

**B11. Presentations**

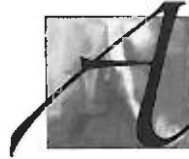
CONTRACTOR shall be required to provide periodic presentations to the Board of Supervisors, the Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC with reasonable advance notification. In addition, CONTRACTOR is expected to attend meetings of these bodies upon request.

**B12. Submittal of Communications, Documents, Reports and Other Deliverables**

Submittals shall be submitted to the County's Economic Development Director or his designee at the following address:

Economic Development Director  
County of Monterey  
Economic Development Department  
168 West Alisal Street, 3<sup>rd</sup> Floor  
Salinas, CA 93901





ARTS COUNCIL  
*for* MONTEREY COUNTY

**WORKPLAN 2016-2017**

*"The talent that drives the creative economy provides a competitive advantage that reaches across almost every industry in California."*

2015 Otis Report on the Creative Economy

## BACKGROUND

The mission of the Arts Council for Monterey County is to improve the quality of life for everyone in our region through the arts. We were founded in 1982 by the legendary Ansel Adams and his allies in the arts, business, government and the community. In 1985, the Board of Supervisors selected the Council as a member agency of the Development Set-Aside Fund – formally recognizing the critical role of the arts sector in “strengthening and broadening the County’s economic base” in the fund’s originating documents.

Monterey County’s cultural heritage is as rich and varied as our famed natural beauty. For generations, a vibrant arts sector in Monterey County has had a strong and growing impact on every aspect of the economic health of our region. Nationally significant cultural assets include the Carmel Mission and the National Steinbeck Center. Internationally recognized presenting groups like the Monterey Jazz Festival and the Carmel Bach Festival have a long tradition and are still growing and finding new audiences from every corner of the globe. Today, more than 100 nonprofit arts and cultural organizations present dance, music, drama, photography, painting, sculpting, video and film in traditional, classical and contemporary forms, bringing excitement and vitality to each of our supervisorial districts. Successful arts groups throughout the county are growing in number, scope and impact -- from Aromas Hills Artisans in North County to Sol Treasures in South County -- ensuring that the myriad benefits of the arts are accessible to everyone. Our region is also rapidly becoming a powerhouse for creative technology -- especially in short form such as animation, simulation, film and video -- ready to meet and generate the growing demand in every industry. Moreover, our county has recently committed to ensuring that all students in our region prepare for a more vibrant economy locally by developing the 21<sup>st</sup> century skills of critical thinking, collaboration, communication and creativity – notably by restoring the arts for every student.

## OVERVIEW

The Arts Council is a convener, connector and catalyst for partnerships and programs that drive our region forward through the arts. We develop and promote the many facets of our extraordinary arts sector in ways that expand access and opportunity for everyone in each district and maximize impact on quality of life in our schools, communities and economy.

Our mission complements and leverages the County’s renewed efforts to promote county-wide economic prosperity. Overall, our efforts are synergistic and uniquely help the county stay on the virtuous cycle of economic development. The Arts Council leads arts organizations, arts educators and our allies to help Monterey County strengthen the areas that are critical for success in economic development. Our arts and culture and heritage programs strengthen community ties and are a magnet for the kinds of tourists that the hospitality industry has found are more likely to stay longer and spend more. Many new arts groups are attracting students and innovators in complementary new industries, such as creative technology. Our arts education programs in the schools and community centers help our students become more likely to succeed and stay in school and more likely to be the most creative and innovative workers of the future.

Our partnership with the county since 1985 has been highly successful, yielding greater economic diversity, with more jobs and businesses, and greater potential for more economic development and opportunity for all Monterey County residents. Studies conducted by Arts Market found that the creative economy here grew in size, output and economic benefit to the county despite the challenges of the great recession. From the solo jeweler in Carmel Valley shipping original designs all over the state to the Richard MacDonald Studios employing dozens of artisans exporting life-sized and monumental sculptures all over the world, the creative entrepreneurs of our county accounts for 5% of gross regional product for the county. Growth potential mirrors that of the state -- as documented in the 2015 Otis Report – and continues to rise.

## KEY PROGRAMS / PROJECTS

The Arts Council takes a lead role to 1) support the development of jobs and business opportunities, 2) strengthen the most relevant and significant public-private partnerships, 3) increase workforce development opportunities; and 4) and improve the business climate that will help retain, expand and recruit new businesses that support and leverage our key assets. In addition, we raise matching funds from the private sector including prestigious foundations outside the county (notably the David and Lucile Packard Foundation, The William and Flora Hewlett Foundation, the James Irvine Foundation and the California Arts Council).

### I. Support the Development of Jobs and Business Opportunities

*"The creative economy is revitalizing manufacturing, services, retailing and entertainment industries. It is changing where people want to live, work and learn – where they think, invent and produce."*  
(John Hawkins, author, The Creative Economy)

**GOALS:** Increase arts sector jobs by at least 50; support launch of at least 15 new arts businesses and at least 4 creative technology businesses and increase exposure for 10 new artists through exhibitions at the Monterey County Administration Government Center and the Superior Court of California, Monterey Courthouse.

**STRATEGY:** Link artists, arts presenters and artisans with the ideas, resources and partners they need to create a new or expand an existing nonprofit or for profit business.

#### **PRIORITY ACTIVITIES:**

1. Provide competitive grants and sponsorships that support expansion through increased visibility and potential new markets via artist networks and collaboratives. (Examples: First Friday ArtWalk in Salinas, Sol Treasures in King City, Aromas Hills Artisans in North County, and Open Studio Tour throughout Monterey County.)

2. Support growth for professional artists to expand business by Identifying and facilitating access to a broad range of resources including juried competition for county-wide fine art calendar and rotating artwork at Monterey County Administrative Building and Superior Court of California, Monterey Courthouse, plus regular announcements of regional, state and national opportunities and workshops for how to succeed. Connect them with SBA loans, and community-based lenders, public resources beyond Monterey County e.g., California Arts Council, National Endowment for the Arts and private foundations such as Alliance for Traditional Arts and Hewlett Foundation, plus inkind support e.g., Workforce Investment Board grants, AmeriCorps interns and CSUMB Service Learning students.

3 Support growth for local emerging artists to develop new businesses: Expand new program designed to mentor and support artists with proven abilities to provide them with the resources they need to access a pivotal opportunity e.g., national competition, first solo exhibition, etc.

4 Increase number of jobs and businesses in creative tech sector through networking and training for emerging entrepreneurs to include: expanding reach of monthly meetings, expanding scope and increasing participation of vendors, students and presenters at a new Creative Tech expo – in partnership with Monterey County Business Council Competitive Clusters (C2) and CSUMB.

#### **Performance Measures**

Customized IMPLAN Jobs Report (Number/Types of Jobs) Business License Data  
Survey of Grantees/Partners (Job Status- full-time/part-time/temp) and Americans for the Arts Study  
**Budget- \$70,500** Grants: \$51,000; Training: \$8,000; Promotion \$6,500; Admin- \$5,000 :

## **II. Develop Public/Private Partnerships / A.Tourism**

*"Cultural tourists stay longer and spend more daily than the average tourist."  
(Travel Industry Association of America, 2014).*

Mimi Hahn, Director of Marketing for the Monterey Bay Aquarium, calls cultural tourists "our A+ visitor". Her comprehensive study showed that effective partnerships between the arts and tourism will increase occupancy for hotels – especially mid-week and shoulder season as potential visitors find out more about the myriad high quality, authentic experiences our region offers throughout the year. Cultural travelers are one of the industry's most lucrative markets with recent studies showing 81 percent of the 146.4 million U.S. adults who took a trip of 50 miles or more away from home in the 2010 considered cultural tourists. Cultural travelers -- *Spend more on average: \$623 vs. \$457; Use hotels, motels, or bed & breakfasts: 62% vs. 55%; Are more likely to spend more than \$1,000: 19% vs. 12%; Travel longer: 5.2 nights vs. 3.4 nights*" Travel Industry Association of America (TIA) Surveys of our nonprofit grantees also indicate that these are visitors who come back again and again each year.

**GOAL:** Increase occupancy in partner hotels by 200 room nights and raise profile of Monterey County as a high priority travel destination for US visitors interested in arts/culture and heritage

**STRATEGY:** Provide support and link artists, arts presenters and artisans with the Monterey County Convention and Visitors Bureau, new technologies and other resources to make Monterey County more attractive and competitive as a cultural destination.

### **PRIORITY ACTIVITIES:**

1. Provide grant support for arts programs to expand offerings during shoulder seasons and in niche markets identified by key partners using social media – e.g., friends of photography. Provide competitive grants to small and mid-size nonprofit arts presenters to increase their capacity to attract more visitors and increase room stays such as Jazz Bash by the Bay in Monterey, Center for Photographic Art in Carmel, Seaside Cultural Arts Group, SpectorDance in Marina and Sol Treasures in King City.
2. Provide arts and culture organizations with training to improve understanding of visitor needs and preferences e.g., through monthly marketing meetings and data sharing.
3. Provide training for arts and culture businesses to deepen engagement with visitors through greater use of technology: including online advertising, expanding social media and creating unique apps such as self-guided tours and indepth interviews with artists on line and in person.
4. Increase publicity and visitor engagement through Ambassador Program and local concierges – by email to all and in person to targeted hotels, cross promotion of MC CVB/Monterey County brand through our grantees, allies and partners – e.g., links to their website on our websites and active participation in their social media, and by increased participation in the MCCVB marketing committee.

### **Performance Measures**

Survey of Grantees, Partners; MCCVB Data for # Night Stays, % Returning, Length of Stay

**Budget - \$76,000;** Grants - \$51,000, Training - \$10,000; Promotion - \$9,000; Admin - \$6,000

## **II. Develop Public/Private Partnerships / B. Agriculture**

*"Smart investments in art, design and culture as part of a larger portfolio of revitalization strategies can change the trajectory of communities and increase economic opportunities for people, whether the setting is rural or urban." (Carol Colletta, ArtPlace Foundation)*

The Arts Council primarily supports agricultural communities by improving the quality of life and increasing economic opportunities for residents where the largest number of farm workers and their families live, notably in South County, North County and East Salinas. Vibrant cultural programs have a positive impact on all aspects of family and community life and contribute to overall economic health of the region.

Community art festivals, for example, instill pride in cultural heritage, promote cultural appreciation and help position the region as safe, vibrant, and welcoming for residents and visitors. Community art centers provide places to experience, create and present the arts – a unique meeting place and launching pad for young people and families to connect and strengthen their neighborhoods, creating a more inviting place for businesses to locate and thrive.

**GOAL:** Increase foot traffic in business districts of North County, South County and East Salinas by 1,000 visitors such as through large-scale cultural events and participation in emerging cultural art centers.

**STRATEGY:** Use the arts as a tool to foster economic vitality and community engagement by providing financial and inkind support to artists, arts presenters and artisans presenting special programming in remote or chronically underserved areas.

### **PRIORITY ACTIVITIES:**

1. Provide financial and inkind support to at least 10 community festivals (e.g., Harvest Festival, Greenfield) including consultations as needed for new and emerging festivals and programs.
2. Develop new arts programs in North County and South County to increase resident participation and visitation and raise revenue for small businesses in South County through grants, training and promotion.
3. Provide consulting and support to create or expand community art centers in rural areas such as the new Greenfield Cultural Arts Center, Aromas Grange and Pajaro.
4. Provide marketing and training support for arts presenters to expand bilingual /Spanish outreach.
5. Provide consulting, liaison and grant support for city planners and artists developing vibrancy projects and initiatives.

### **Performance Measures**

Comprehensive survey of grantees / partners/ businesses; Attitude survey of customers/ attendees

**Budget - \$78,000:** Grants - \$53,000; Training - \$10,000 Promotion - \$9,000; Admin - \$6,000

## **II. Develop Public/Private Partnerships / C. Education**

*"Research suggests that arts education not only boosts academic outcomes, but that neighborhood-based arts and cultural activities can build stronger cities and communities."*  
(U.S. Education Secretary Arne Duncan, 2014)

High quality arts programs in school, after school and in community settings foster young imaginations, address core academic standards, and promote the critical thinking and creativity skills essential to a 21st century work force. Arts education programming in Monterey County supports success in education in three vital ways:

- 1) increasing student motivation and achievement and decreases student drop-out rates;
- 2) supporting interest in and avenues for lifelong learning, innovation and creativity
- 3) creating an environment that attracts top scholars, researchers and educators and their families.

**GOAL:** Increase Monterey County's competitiveness through higher retention and graduation rates – an increase of at least 60 students

**STRATEGY:** Support programs that help low-income middle school and high school students develop marketable skills, leadership skills and literacy and move toward productive careers.

### **PRIORITY ACTIVITIES:**

1. Provide competitive grants to nonprofits arts presenters that provide programs that help promote middle and high school student success and make graduation more likely – including Community Partnership for Youth Visual and Performing Arts Academy, Dare to Dream, and Youth Arts Collective.
2. Support community-wide improvements in K-12 education, by expanding the new county-wide arts education advocacy network that develop partnerships to increase arts education for every student; including advocacy for arts-integrated science projects (SteAm) and programs and hosting annual summit.
3. Develop or expand at least three model partnerships among higher education institutions, arts groups and research institutions to bring young students to campus to develop and present projects with potential for national recognition and support – such as TEDxYouth (CSUMB), Art as the Next Peace (Hartnell), SpectorDance' Ocean.
4. Expand Award-Winning Arts as Intervention and Healing: a partnership with MCOE, Monterey County Probation Department and Monterey County Behavioral Health to increase changes of success among at-risk youth – including those in the alternative day schools, continuation high schools and the incarcerated youth – through the arts. (Winner of 2015 NAC0 Award)

### **Performance Measures**

MCOE Data indicating graduation rates at participating schools  
Truancy and delinquency rates among participants; number of students participating in model partnerships  
Attitude surveys of students (regarding behavior, school, work)

**Budget - \$52,000** Grants - \$27,000; Training: \$10,000, Marketing-\$9,000; Admin - \$6,000

### **III. Increase Workforce Development Opportunities**

*"More companies are seeking employees with creativity as well as problem solving and communication skills."  
(Otis Report 2015)*

As more and more businesses rely on employees at all levels and all industries to constantly adapt and improve ways of doing business, Monterey County has to provide a range of experiences beyond school to develop those creative skills in order maintain our comparative advantage in the global marketplace. Some workers with these skills can also develop their own businesses and further diversify and strengthen our economy. Nonprofit arts presenters are also uniquely committed to providing opportunities for workers with barriers to employment.

**GOAL:** Increase the number of young adult Monterey County residents ready to work in the general workforce by 10 students, in creative industries by 30 students and in education by 10 students.

**STRATEGY:** Expand opportunities for Monterey County workers with barriers (low, income, at-risk limited transportation, limited language or learning disabilities) to become more valuable and competitive in the workplace by linking artists and arts organizations with businesses and training opportunities. Increase internships for college students preparing to teach.

#### **PRIORITY ACTIVITIES**

1. Provide competitive grant support to nonprofit arts organizations that provide youth job skills and on the job training programs such as Ariel Theatrical in Salinas, Pacific Repertory Theater in Carmel, Youth Arts Collective in Monterey, Community Partnership for Youth in Seaside and The Stage Hands in King City
2. Develop professional development programs to help local residents complete for new demand: for artists that want to become teaching artists and teaching artists ready to become teachers through partnerships with Hartnell College and CSUMB. This includes providing scholarships and internships for low-income artists that need funding to take the certificate courses and exams and a segment at the Arts Education Summit that showcases progress and opportunity in arts education for new teachers.
3. Provide competitive grant support to nonprofit arts organizations that provide youth job skills and on the job training programs in creative technology such as Monterey County Center for Arts Education and Technology and the Lyceum for Monterey County.
4. Develop intern program for emerging artists to work with experts in large-scale community and public art projects.
5. Provide grant support, consultations and promotion for local media arts and creative tech summer camps.

#### **Performance Measure**

Pre and Post Training Interviews with Participants and Host Businesses

**Budget - \$56,500** Grants - \$28,000 Training – \$10,000, Promotion - \$12,500; Admin - \$6,000

## **IV. Improve Business Climate**

*"Business location decisions are also influenced by factors such as the availability of a creative workforce and the quality of life available to employees".*  
(Otis, 2015)

A strong, vital and responsive arts sector in Monterey County can protect our brand – as a diverse, safe, vibrant, engaging and beautiful place to live, work, play and visit. Not even a grocery store will invest in a community that lacks vitality. On the other hand, an exciting and dynamic arts and culture sector will ensure that the county's financial incentives and development policies and appeals to visitors will attract complementary businesses, support a wide range of small businesses, make a lasting impact, and benefit the broadest number of residents.

Arts Council programs and projects of the past few years have been extremely successful in providing opportunities and improving conditions in our communities -- especially in North County, South County and East Salinas where there are particularly high level of poverty and low rates of education, literacy, and English proficiency, and where lack of affordable housing and transportation can compound the effects of isolation.

**GOAL:** Expand customer base by 240 customers for participating small businesses and partner districts in targeted communities through activities and programs that attract and engage residents and visitors

**STRATEGY:** Nurture partnerships among community agencies, artists and educators to energize communities in each supervisorial district through programs and events that position the region as safe, vibrant and welcoming.

### **PRIORITY ACTIVITIES:**

1. Provide grant support or sponsorship, consultations, and access to low-cost inkind resources for programs that partner with local business districts or economic development offices to create significant temporary exhibitions of broad appeal.
2. Create at least two significant permanent installations (e.g., murals) and two performance spaces (indoor or outdoor) that increases appeal of partner district through commissions with emerging arts businesses founded by young arts leaders such as Hijos Del Sol and Urban Arts Collaborative.
3. Develop program to fill vacant storefronts with exciting temporary art installations and/or artists tenancy and
- 4 Provide marketing support for partner programs such as Monterey County Free Libraries, State Parks, etc. targeted to underserved in region to increase participation in high quality arts programming that inspire civic engagement, improve literacy and increase appeal of the district to residents and visitors.

### **Performance Measures**

Survey Business District leaders, participating businesses, customers and participating agencies

**Budget - \$60,648.90:** Grants - \$28,000; Training – \$5,000; Promotion - \$21,000; Admin - \$6,648.90



## **V. Leverage County Investment in the Arts**

*"The arts and culture of our region are unparalleled. We just have to come together as never before to celebrate and promote that."  
(Congressman Sam Farr, 2010)*

Each year (even during the recession) the Arts Council board and staff have been able to double county support on a cash basis and leverage with additional inkind support. Each year, a growing number of funding partners are from outside the county – including multiple grants from the California Arts Council and the Packard Foundation – and a new three-year commitment from the William and Flora Hewlett Foundation in the amount of \$100,000 each year specifically designed to support small organizations and emerging art programs in our communities with the greatest needs. We will increase revenue from foundations by at least \$38,000; from individuals by at least \$11,000 and from sales of artwork by at least \$4,000.

In total, foundations and donors will match county support for a total of more than \$1,000,000. We will again leverage this support further through various partnerships and inkind services – Our grantees will take this support even further still through their own efforts in fundraising and ticket sales. Our nonprofit sector alone as a total value of \$24,000,000 with about thirty percent coming from outside the county – including grants, donations and cultural tourism – making the county return on investment at least 50:1.

We will contract with Randy Cohen of Americans for the Arts to produce a complete report that will incorporate Monterey County Employment Data published by Monterey County Business Council, independent research IMPLAN report (<http://www.implan.com/>), Arts Council surveys of arts presenters, artists, artisans and designers. We look forward to reporting the outcomes.

### ***PARTNER ORGANIZATIONS***

#### **COMMUNITY**

Access Monterey Peninsula  
All Nonprofit Arts Organizations  
CHISPA  
All Nonprofit Arts Organizations  
City Of Monterey Arts Commission  
Marina Arts Council  
The Monterey County Film Commission  
Monterey Bay Aquarium  
Monterey County Public Libraries  
Packard Foundation

#### **EDUCATION**

All Monterey County School Districts  
Carmel Gallery Alliance  
CSUMB Visual and Performing Arts Program  
Monterey Bay Aquarium  
Monterey County Office of Education

#### **TOURISM**

Monterey County Convention and Visitors Bureau  
Monterey County Business Council /Clusters Program  
Monterey County Vintners and Growers Association  
Destination Salinas

#### **CREATIVE INDUSTRIES PARTNERS**

Arts Habitat  
CSUMB  
Monterey County Office of Education  
Workforce Investment Board  
Monterey County Business Council



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/15/2015

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

| <b>PRODUCER</b><br><br>Monterey Insurance Agencies A Division of HUB International<br>401 Fremont St # 100<br>Monterey CA 93940-3263<br>831-373-4925 / #0757776 | <b>CONTACT NAME:</b> Jessica Mendoza<br><b>PHONE (A/C, No, Ext):</b> 831-642-4012 <b>FAX (A/C, No):</b> 831-920-0106<br><b>E-MAIL ADDRESS:</b> Jessica.Mendoza@hubinternational.com<br><table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : NIAC</td> <td style="text-align: center;">0115</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : NIAC | 0115 | INSURER B : |  | INSURER C : |  | INSURER D : |  | INSURER E : |  | INSURER F : |  |
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| INSURER(S) AFFORDING COVERAGE   | NAIC #  |                               |        |                  |      |             |  |             |  |             |  |             |  |             |  |
| INSURER A : NIAC  | 0115  |                               |        |                  |      |             |  |             |  |             |  |             |  |             |  |
| INSURER B :   |   |                               |        |                  |      |             |  |             |  |             |  |             |  |             |  |
| INSURER C :   |   |                               |        |                  |      |             |  |             |  |             |  |             |  |             |  |
| INSURER D :   |   |                               |        |                  |      |             |  |             |  |             |  |             |  |             |  |
| INSURER E :   |   |                               |        |                  |      |             |  |             |  |             |  |             |  |             |  |
| INSURER F :   |   |                               |        |                  |      |             |  |             |  |             |  |             |  |             |  |
| <b>INSURED</b> Arts Council for Monterey County<br><br>P O Box 7495<br>Carmel, CA 93921   |   |                               |        |                  |      |             |  |             |  |             |  |             |  |             |  |

**COVERAGES** **CERTIFICATE NUMBER:** 20024 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR                                   | TYPE OF INSURANCE  | ADDL INSR   | SUBR WVD     | POLICY NUMBER      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|--|--|---|--------------|--------------------|-------------------------|-------------------------|--|
| A  | GENERAL LIABILITY  |   |              | 2015-07846-NPO     | 11/18/15                | 11/18/16                | EACH OCCURRENCE \$ 1,000,000                         |
|  | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY               | X   | X            |                    |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 |
|  | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR |   |              |                    |                         |                         | MED EXP (Any one person) \$ 20,000                   |
|  |  |   |              |                    |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                   |
|  | GENERAL AGGREGATE \$ 2,000,000   |   |              |                    |                         |                         |  |
| GEN'L AGGREGATE LIMIT APPLIES PER:         |  |   |              |                    |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
| <input checked="" type="checkbox"/> POLICY | <input type="checkbox"/> PRO-JECT  | <input type="checkbox"/> LOC                        |              |                    |                         |                         | \$   |
| A  | AUTOMOBILE LIABILITY   |   |              | 2015-07846-NPO     | 11/18/15                | 11/18/16                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000     |
|  | <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS                              | <input type="checkbox"/> SCHEDULED AUTOS            |              |                    |                         |                         | BODILY INJURY (Per person) \$                        |
|  | <input checked="" type="checkbox"/> HIRED AUTOS                                | <input checked="" type="checkbox"/> NON-OWNED AUTOS |              |                    |                         |                         | BODILY INJURY (Per accident) \$                      |
|  |  |   |              |                    |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|  |  |   |              |                    |                         |                         | Hired Auto \$ <u>Included</u>                        |
| A  | UMBRELLA LIAB  | <input checked="" type="checkbox"/>                 | OCCUR        | 2015-07846-UMB-NPO | 11/18/15                | 11/15/16                | EACH OCCURRENCE \$ 1,000,000                         |
|  | <input checked="" type="checkbox"/> EXCESS LIAB                                | <input type="checkbox"/>                            | CLAIMS-MADE  |                    |                         |                         | AGGREGATE \$ 1,000,000                               |
|  | <input type="checkbox"/> DED   | <input type="checkbox"/>                            | RETENTION \$ |                    |                         |                         | \$   |
|  | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                  |   |              |                    |                         |                         | WC STATU-TORY LIMITS                                 |
|  | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    | <input type="checkbox"/>                            | N/A          |                    |                         |                         | OTH-ER   |
|  | If yes, describe under DESCRIPTION OF OPERATIONS below                         |   |              |                    |                         |                         | E.L. EACH ACCIDENT \$                                |
|  |  |   |              |                    |                         |                         | E.L. DISEASE - EA EMPLOYEE \$                        |
|  |  |   |              |                    |                         |                         | E.L. DISEASE - POLICY LIMIT \$                       |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 RE: Work performed by the named insured under written contract for the certificate holder

**Add'l Interests:** The County of Monterey, agents, officers and employees are named as Additional Insured-Designated Person or Organization (form CG2026 attached). Coverage is primary and non-contributory. 10 Days Notice of Cancellation in the Event of Non-Payment of Premium.

**Forms:** CG2026 0704

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>MONTEREY COUNTY<br>ECONOMIC<br>DEVELOPMENT DEPT<br>168 W ALISAL 3RD FL<br>SALINAS, CA 93901 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

Named Insured: Arts Council for Monterey County  
Policy Number: 2015-07846-NPO

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name Of Additional Insured Person(s) Or Organization(s)**

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.



# CERTIFICATE OF LIABILITY INSURANCE

SLH  
R054DATE (MM/DD/YYYY)  
6/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

|  |  |                               |
|--|--|-------------------------------|
| <b>PRODUCER</b><br>PAYCHEX INSURANCE AGENCY INC<br>210705 P: F: (888) 443-6112<br>PO BOX 33015<br>SAN ANTONIO TX 78265 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>E-MAIL ADDRESS:        | FAX (A/C, No): (888) 443-6112 |
|  | INSURER(S) AFFORDING COVERAGE<br>INSURER A: Hartford Fire Ins Co |                               |
| <b>INSURED</b><br>ARTS COUNCIL FOR MONTEREY<br>PO BOX 7495<br>CARMEL CA 93921  | INSURER B:   |                               |
|  | INSURER C:   |                               |
|  | INSURER D:   |                               |
|  | INSURER E:   |                               |
|  | INSURER F:   |                               |
|  |  |                               |

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |             |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|---|-------------|
|          | <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |           |          |               |                         |                         | EACH OCCURRENCE   | \$          |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)   | \$          |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)  | \$          |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY   | \$          |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE   | \$          |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG  | \$          |
|          |  |           |          |               |                         |                         |   | \$          |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY  |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)   | \$          |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)  | \$          |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)  | \$          |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)  | \$          |
|          |  |           |          |               |                         |                         |   | \$          |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED:      RETENTION \$   |           |          |               |                         |                         | EACH OCCURRENCE   | \$          |
|          |  |           |          |               |                         |                         | AGGREGATE   | \$          |
|          |  |           |          |               |                         |                         |   | \$          |
| A        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                       |           | N/A      | 76WEGPS4280   | 12/05/2015              | 12/05/2016              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT | \$1,000,000 |
|          |  |           |          |               |                         |                         | E.L. DISEASE- EA EMPLOYEE   | \$1,000,000 |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations.

**CERTIFICATE HOLDER****CANCELLATION**

Monterey County Economic Development Department  
 Attn: Gerardo (Jerry) Hernandez  
 168 W ALISAL ST FL 3  
 SALINAS, CA 93901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joe Maillon*

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