

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES**  
**(MORE THAN \$100,000)\***

This Professional Services Agreement ("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. **SERVICES TO BE PROVIDED.** 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 services are generally described as follows:  
Provide diverse cultural arts offering for Monterey County residents and visitors.

2. **PAYMENTS BY COUNTY.** 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 \$ 236,920.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2010 to June 30, 2011, 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.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** 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 2010-11 ACMC Work Plan

5. **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.

\*Approved by County Board of Supervisors on \_\_\_\_\_.

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. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may 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 as the County may require. The Contract Administrator or his or her designee 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.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. 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.

8. **INDEMNIFICATION.** 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.

### 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 such, insurance has been approved by the County. 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, Broadform 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to 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.

Exemption/Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance 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. 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. **NON-DISCRIMINATION.** 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. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** 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. **INDEPENDENT CONTRACTOR.** 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. **NOTICES.** 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:
<p>Debby L. Bradshaw, Management Analyst III</p> <hr/> <p>Name and Title</p>	<p>Richard Anderson, President</p> <hr/> <p>Name and Title</p>
<p>168 West Alisal Street, Third Floor Salinas, CA 93901</p> <hr/> <p>Address</p>	<p>P. O. Box 7495 Carmel, CA 93921</p> <hr/> <p>Address</p>
<p>831-755-5338</p> <hr/> <p>Phone</p>	<p>831-622-9060</p> <hr/> <p>Phone</p>

## 15. 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 professional 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 space left blank intentionally*



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

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: \_\_\_\_\_  
Purchasing Officer

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

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

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

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

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

Approved as to Form<sup>1</sup>

By: Wesley Blankenship  
County Counsel

Date: 7/6/10

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: RISK MANAGEMENT

COUNTY OF MONTEREY  
APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

By: [Signature]  
Risk Management

Date: 7-15-10

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

By: Richard Anderson  
(Signature of Chair, President, or Vice-President)\*

Richard Anderson, President  
Name and Title

Date: 6/29/2010

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

LYNN DIEBOLD, SECRETARY  
Name and Title

Date: 6/30/2010

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*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 paragraph 8 or 9

**EXHIBIT-A**

**To  
Professional Service Agreement  
Between  
COUNTY ADMINISTRATIVE OFFICE – INTERGOVERNMENTAL AND  
LEGISLATIVE AFFAIRS  
AND  
ARTS COUNCIL FOR MONTEREY COUNTY  
Scope of Services / Payment Provisions**

**A. SCOPE OF SERVICES**

- A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

**PURPOSE:** To strengthen Monterey County's economy and enrich the quality of life by nurturing and promoting artists, artisans, arts presenters and designers.

**PROJECTS/ACTIVITIES**

**Cultural Arts Program.** The Arts Council for Monterey County shall develop and implement a Cultural Arts Promotion Program that is consistent with the FY 2010-2011 Annual Work Plan.

- Arts and Education
- Arts Programming
- Audience Development
- Collaborative efforts serving youth and families with the greatest needs
- Creative Industries
- Cultural Tourism
- Public Art
- Regranting

**Monterey County Rotating Artwork in County Administrative Building**

To support and promote local Monterey County artists and to beautify County owned buildings, Contractor shall implement the art program in conjunction with the County of Monterey to display artwork in the public lobbies and public accessible conference rooms at the County Government Center – Administration Building, located at 168 West Alisal Street, Salinas, CA 93901, as follows:

**Acknowledgement of the Monterey County Board of Supervisors**

The Monterey County Board of Supervisors shall be acknowledged for funding contribution and support of any project funded under this program. It is the responsibility of the ACMC to ensure that funded organizations are aware of this stipulation. Failure to acknowledge the Board of Supervisors/County may result in projects being deemed ineligible to receive future funds.

**Incorporation of the Arts Council Work Plan**

The FY 2010-2011 Arts Council Annual Work Plan is incorporated as part of this Agreement.

**Performance Measurements**

The Arts Council programs focusing on the Creative Industries are likely to double employment in this area in just the next few years. Each year, the Contractor will incorporate a complete report that will incorporate all of the following:

- Monterey County Employment Data published by the Monterey County Business Council, independent research IMPLAN report (<http://www.implan.com/>), Arts Council surveys of arts presenters, artists, artisans and designers.
- Number of partnerships/collaborations developed and the economic outcome.
- Number of jobs retained/created due directly or indirectly to the Cultural Arts Program.

A.2 The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

<b><u>DUE DATE</u></b>	<b><u>REPORT PERIOD</u></b>
January 31, 2011	July 1, 2010 – December 31, 2010 (6-month status report)
May 1, 2011	July 1, 2010 – March 31, 2011 (9-month status report)
May 1, 2011	FY 2011-2012 Annual Work Plan and Budget
July 31, 2011	July 1, 2010 – June 30, 2011 (12 month final report)

Contractor shall submit a financial report on actual vs. estimated income with each status report.

The status reports and budget documents shall be in a format approved by the County. The Overall Economic Development Commission (OEDC) and/or the OEDC Grants and Finance Committee reserve the right to hold an interview with the Contractor as needed.

**B.3 CONTRACTORS BILLING PROCEDURES**

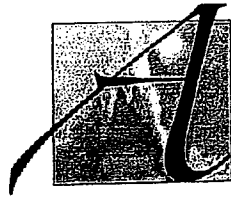
*NOTE:* Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

**C. OTHER PROVISIONS**

The Intergovernmental and Legislative Affairs Director or his designee must approve any modifications or amendments to the above scope of work, budget, or funded activities.

Contractor shall acknowledge the Monterey County Board of Supervisors for their funding contribution on appropriate material/publications.

The Contractor shall provide the Intergovernmental and Legislative Affairs Director or his designee with a copy of any written or visual publications funded under the terms of this agreement.



ARTS COUNCIL  
*for* MONTEREY COUNTY

WORKPLAN

2010-2011

Presented by

Paulette Lynch, Executive Director

May 3, 2010

[www.artsformontereycounty.org](http://www.artsformontereycounty.org)

## **The Mission**

*The Mission of the Arts Council for Monterey County  
is to enrich the quality of life for everyone – through the arts.*

## **The Vision**

*Our vision is a vibrant, sustainable, and responsive arts sector making Monterey County  
The best place in the world to visit, work and live*

## **Leveraging County Support**

The Arts Council will continue to leverage county funding (approximately 2:1) through diversified income streams:

- ⌞ Grants –
  - Local
  - Regional
  - State
  - Federal
- ⌞ Special Events – Champions of The Arts
- ⌞ Direct Mail Campaigns – September, December, March
- ⌞ Major gifts campaign – Including Endowment and Special Projects
- ⌞ Earned income –
  - Donated art auction,
  - art calendar sales,
  - new gallery commissions

## **Governance**

There have been no substantial changes to our governance structure recently. All five supervisorial districts are equally represented. Board meetings are held once a month with the board president or vice president chairing the meeting. A planning retreat is held annually. 51% is the specified quorum. Board members adhere to Robert's Rules of Order.

The Board is organized in teams that meet once per month in addition to the regular board meeting: The Executive Team sets the agenda, reviews financial and personnel matters and leads the annual retreat. The Development and Communications Team guides fundraising and marketing efforts. The Programs Team develops program objectives, reviews grant applications and supervises the Regranting process. Board members, panelists and reviewers are recruited from all areas of the county, all ages and all occupations.

The board is supported by a part-time staff (2.5 fte) -- Executive Director (Paulette Lynch, MA) who manages all aspects of the organization and is in turn supported by Arts and Education Director (Laurie Myers), Business Manager (Debbie Ellis) and Administrative Assistant (Klara Hickmanova)

## OVERVIEW

The Arts Council for Monterey County (Arts Council) is a 501©(3) nonprofit arts organization serving the children and families of this region since 1982. The Arts Council was created by a varied group of local arts, civic and business leaders led by the legendary Ansel Adams. The Arts Council engages hundreds of artists, arts educators and arts organizations to take a leadership role in creating an arts sector that is vital, relevant and responsive to every Monterey County resident. Our programs are more vital today than ever – uniquely nurturing and promoting a vibrant economy, comprehensive education, and a safe, welcoming and healthy community.

The Arts Council has been a partner with the Monterey County Board of Supervisors for over twenty five years, receiving funding from the Development Set-Aside program and guidance from the Overall Economic Development Commission (OEDC). County support has been critical to every program we provide – including grant funding to fifty nonprofits and the programs and services that further leverage that funding. However, even during the most challenging years, the Arts Council board and staff have been able to double county support on a cash basis and leverage even more support on an inkind basis with a wide array of sources including major partners from outside the county. For example, thanks to stimulus funds distributed on a competitive basis through the California Arts Council, the Arts Council was able to restore an important staff position and stabilize staffing overall. Grant support from and collaborations with Community Foundation for Monterey County, James Irvine Foundation and the Packard Foundation, have given us the tools to successfully expand opportunities, deepen participation and inspire excellence in every area of the county. Our grantees take this leverage even further through their own efforts in fundraising and ticket sales. (Unfortunately, as Arts Council county funding declines, funding to the whole sector may decline as well, limiting our ability to provide direct support and potentially reducing this leverage.)

Arts Council services help everyone engaged in the arts and creativity develop and strengthen their businesses, retaining and developing job opportunities. Our board represents all five districts. Our staff and board members are dedicated to ensuring that all Monterey County residents – especially our youth – have the opportunity to access the advantages of participating in the arts. All are dedicated to expanding the potential of our creative economy. We take a comprehensive approach, utilizing six key strategies – Assess the greatest need and best opportunities; Grant to nonprofits providing the best services; Train and consult with nonprofits and others to leverage grants and other resources; Network with others throughout the region concerned with that area; Partner with others who have complementary skills, resources and connections; Promote the work of the arts sector in providing these unique opportunities to improve our quality of life.

In the past few years, the Arts Council has been especially successful in reaching out to the underserved residents in our community. We help current arts presenters connect more effectively with our community through competitive grant funding, professional development and promotion. We create new arts programming for residents with limited access in partnership with Monterey County Free Libraries, Center for Employment Training and CHISPA, Caminos Del Arte and the Alisal Center for the Fine Arts among others. Despite great challenges, we continue to serve thousands of students with the greatest needs through the Professional Artist in the Schools Program and we have improved our program to create more impact for the students, their schools and their families.

We also develop the economic potential of our artists, arts educators and arts presenters. In 2007, the Arts Council launched Creative Monterey County: An Action Plan for the Arts which still serves as the basis for our strategic plan – including identifying critical issues and unmet needs, developing partnerships, programs and promotion. In 2009, when consultant Louise Stevens – a national leader in the synergies of arts and the economy – conducted a follow-up study, she found that there are already over 11,000 people employed in jobs that primarily depend on creativity – an increase of 11% from the prior year. From the solo jeweler in Carmel Valley exporting original designs all over the state to the Monterey Sculpture Center in Marina employing 27 people exporting bronze sculptures all over the world, the creative entrepreneurs of our county have an output of nearly \$1 billion – ahead of recreation and just behind health care. (Our total impact is even greater.) We will conduct a complete update of this Plan later this year, thanks again to the support of the James Irvine Foundation and our partnership with the Community Foundation for Monterey County.

The following pages provide details of our goals and strategies in key program areas: our community, our economy and education. (Although county funding does not specifically support our efforts in arts education, there is so much synergy in our strategies and results overall, we have included those details here as well.)



## **Our Partners**

### **COMMUNITY**

Access Monterey Peninsula  
All Nonprofit Arts Organizations  
California Arts Council  
CHISPA  
Community Foundation For Monterey County  
Local Arts Councils such as Marina Arts Council  
The Monterey County Film Commission  
Greenfield Rotary Club  
Monterey County Public Libraries  
OEDC/Monterey County Board of Supervisors  
Packard Foundation  
PictureMonterey.org

### **EDUCATION**

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

### **ECONOMY/Tourism**

OEDC/Monterey County Board of Supervisors  
Monterey County Convention and Visitors Bureau  
Select arts organizations  
Destination Salinas  
Monterey County Business Council Clusters Program  
Monterey County Vintners and Growers Association  
Destination Salinas

### **ECONOMY/The Creative Industries**

Animation Summer Camps  
Artists Equity  
CSUMB  
Monterey Bay Film Festival  
Monterey County Office of Education  
Workforce Investment Board  
Monterey County Business Council

# Program Plans

## I. COMMUNITY

*The arts help children and adults connect to our heritage and imagine a positive, productive future, transcend daily struggles and communicate hopes and dreams. Participating in the arts helps individuals to succeed; a healthy arts sector helps a community to flourish. One priority of the Arts Council in 2010-2011 is to continue to expand opportunities in the arts – especially for those in our communities with the greatest challenges and the least access.*

### **Goal 1) Assess cultural assets and cultural needs**

- ‡ Review Action Plan and Assess Progress To Date
- ‡ Conduct district forums in each supervisorial district
- ‡ Create wiki-based directory for web publication
- ‡ Launch Update on California Arts Day (First Friday in October)

### **Goal 2) Strengthen capacity of arts presenters to serve a more diversified audience**

- ‡ Conduct annual survey of arts presenters to determine needs for research, professional development and promotion
- ‡ Convene annual arts marketing symposium with nationally prominent speakers and consultants
- ‡ Broadly publish and share results and analysis of AMBAG current demographic and psychographic information and related regional trends to help arts presenters better understand the changing needs of county residents
- ‡ Further develop special arts presenters section on the Arts Council website to disseminate current and ongoing local, national research affecting arts presenters
- ‡ Convene monthly meetings of arts presenters on topics of arts marketing featuring guest speakers and networking opportunities and add follow-up postings on the website with speaker highlights, additional resources and potential next steps
- ‡ Renew the arts presenters on-line discussion group for daily and weekly exchanges of ideas
- ‡ Fund and promote Spanish-language efforts such as Noche Bohemia in Salinas and King City; identify and support arts groups that have the capacity to reach underserved communities (e.g First Night Monterey in Greenfield....)
- ‡ Provide scholarships and mentorships for Spanish speakers to participate throughout the county (e.g., scholarships to East Salinas youth to attend Pacific Grove Art Center classes
- ‡ Support First Friday Artwalk and Caminos Del Arte in Salinas by connecting presenters with local talent from other areas of the city and county

### **Goal 3) Identify and nurture new arts presenters**

- ⊕ Invite a broad, diverse array of people to the focus groups in each supervisorial district
- ⊕ Conduct informational interviews with all informal nonprofit cultural groups (e.g, Monterey Bay Lion Dance Team) to determine grant eligibility, needs and share information about available resources with the Arts Council and beyond.
- ⊕ Provide special grant support for new programs and organizations that target underserved regions or populations with extensive media campaign (including Spanish-language, local and new media) regarding grant funding available
- ⊕ Provide free consultations to all new and emerging groups as needed with tracking sheet and follow-up plan to document progress and potential
- ⊕ Support new and emerging local arts networks through consultations, sponsorship and active membership as needed (e.g., Artists Equity, Salinas Valley Arts Association)
- ⊕ Continue partnerships with Monterey County Free Libraries, State Parks, etc. targeted to underserved in region.

### **Goal 4) Support Mobile and Permanent Art Centers in Underserved Communities**

- ⊕ Provide grant support and consultations as needed - Alisal Center for the Arts (E. Salinas) and Sol Treasures (King City) to and SoMoCoCAT to strengthen organization and diversify resources
- ⊕ Support taskforce in Greenfield for Arts Center as wing of Tom Rodgers Museum
- ⊕ Support taskforce of permanent Southern Monterey County Center for Arts and Technology in Center for Employment Training, Soledad
- ⊕ Continue support of weekly arts classes in Greenfield and Soledad at host sites including CHISPA with a focus on access for low-income families
- ⊕ Explore and Develop the "ArtBus" (mobile art center)

### **Goal 5) Create a New Arts and Healing Program**

*Building on highly successful pilot projects in 2009, this program would focus efforts on residents of our communities – including who need more intensive and coordinated professional intervention – including incarcerated youth, incapacitated seniors, etc. –*

- ⊕ Assess greatest needs and opportunities
- ⊕ Provide grant support and consultation to organizations such as Compassionate Care Alliance, and Creative Edge
- ⊕ Network with arts and healing providers to share best practices, resources and support
- ⊕ Partner with agencies such as Serrena Center for Integrated Therapies to incorporate the arts in their overall approach
- ⊕ Promote the value of specialized art programs to energize and catalyze the healing process

**Goal 6) Increase public awareness of and access to opportunities in the arts**

- ‡ Create a campaign to promote our MontereyBay365 – our license with Artsopolis.com in partnership with the Monterey County Business Council/ Creative Tech Cluster
- ‡ Further expand the arts portal website to conveniently feature more directories and more details regarding venues, galleries, lessons, instrument exchange, etc. (including community links)
- ‡ Create a new marketing campaign to drive traffic to the website including formal and informal channels featuring local celebrities that celebrate the role of the arts in their success.
- ‡ Further expand video documentation of The Arts in Monterey County in English and Spanish
- ‡ Sponsor and facilitate arts programming on local cable stations that promotes local artists and arts organizations
- ‡ Continue video producing capability of grantees and partners via lending library and training of HiDef cameras
- ‡ Expand assemblies in the schools program, after school or community programs to feature arts presenters with a special focus on underserved areas of the county
- ‡ Continue to Support arts for major festivals that reach underserved populations (e.g., Castroville Artichoke Festival, Steinbeck Center Family Days, Day of the Child celebrations, Salinas Valley Days)
- ‡ Facilitate co-op advertising for 3 targeted campaigns similar to Monterey County Museums ad campaign and brochure (*"Where children explore to learn and adults learn to explore"*)
- ‡ Recruit and train volunteers to start tweeting; expand use of Facebook; and start a blog

## II. THE ECONOMY / Cultural Tourism

*Around the world, more and more people are choosing where to travel on the basis of offerings in arts, culture and heritage. Cultural tourists stay longer and spend more daily than the average tourist. (Travel Industry Association of America, The Historic/Cultural Traveler, 2003). They are what Mimi Hahn, Director of Marketing for the Monterey Bay Aquarium, has called ("our A+ visitor") Her recent comprehensive study has shown that effective partnerships between the arts and tourism will increase occupancy for hotels – especially mid-week and shoulder season – and thereby strengthen the arts presenters and increase TOT and sales tax.*

### **Goal 1) Increase and enhance communications among arts presenters and tourism**

- ⊕ Identify all arts programs that complement mid-week and shoulder season promotions and recommend partnerships to nearby properties
- ⊕ Update/share inventory of cultural assets with MCCVB members through concierges through Monthly highlights – by email to all and in person to targeted hotels
- ⊕ Represent the arts to the Convention and Visitors Bureau to keep the arts "top of mind" for all staff and members of the MCCVB and learn about how the arts can best connect with the hospitality industry

### **Goal 2) Increase number of cultural tourists choosing Monterey County**

- ⊕ Support the MC CVB/Monterey County brand and disseminate through all grantees
- ⊕ Continue to be proactive with MCCVB public relations committee
- ⊕ Develop targeted advertising campaigns using niche markets identified by key partners
- ⊕ Develop social networks around key areas of interest (e.g. jazz, photography, Alta California) that would encourage regular and repeat visits by cultural tourists

### **Goal 3) Increase participation of visitors in arts programming**

- ⊕ Develop additional "Rack Card (Update Museums, Promote website, etc.)
- ⊕ Develop Ambassadors Program in association with Convention and Visitors Bureau (part of C2) through recruiting and training volunteers regarding opportunities for visitors in the arts of our region; support efforts to fund coordinator position
- ⊕ Promote a regular e-savers program and other general discount programs through our website or the CVB website;

## II. The ECONOMY / CREATIVE INDUSTRIES

*Creativity is the emergent business strategy of the 21<sup>st</sup> century – at the core of developing the right products, attracting the most productive workers and nurturing the best businesses. At the 2006 World Economic Forum in Davos, Switzerland the theme was "The Creative Imperative" and Bill Gates presented Microsoft's plan to organize itself in support of the creative economy. A vital arts sector – including a strong role for the arts in education – is essential to effectively develop the creative industries according to the 2003 study by The Urban Institute entitled Investing in Creativity - A Study of the Support Structure for U.S. Artists. Since each artist has tremendous potential to become a successful entrepreneur that can both add to the diversity and vibrance of the local cultural scene **and** strengthen the economy by creating additional jobs and enticing visitors. The most successful regions will be those who nurture both the artists as entrepreneurs **and** the artists as a primary engine in arts and culture organizations. Arts Council programs will help build those linkages and connect arts entrepreneurs in our region with the artistic connections, financing, business planning and promotion they need to grow and expand.*

### **Goal 1: Increase public awareness of the economic impact and potential of the creative industries**

- ⊕ Facilitate at least five new projects in "The Creative Tech Cluster"
- ⊕ Participate in the tourism cluster to develop at least one new project
- ⊕ Participate regularly in Chambers of Commerce
- ⊕ Co-Host symposium by national expert such as author Dan Pink for Creative Industries
- ⊕ Expand "The Masterclass" program – designed to drive locals and guests to specialized training, brand (e.g., "The Masterclass Monterey County") – with a focus on an online component in partnership with artists and arts presenters
- ⊕ Support Monterey Bay Film Festival expansion in cooperation with Rebecca Barrymore And CSUMB
- ⊕ Expand Animation Teaching Festival and summer camps featuring lead animators at Disney, Pixar and Industrial Light and Magic

### **Goal 2: Decrease barriers to entry and increase sustainability**

- ⊕ Identify and disseminate info on relevant federal grants
- ⊕ Support Arts Habitat programs and services to the industry including monthly meetings
- ⊕ Strengthen Artists Equity outreach and access to health care, liability insurance
- ⊕ Support Monterey County Open Studio Tours through sponsorship, consulting and volunteer staffing

### **Goal 3: Retain, Promote, Add Jobs**

The Arts Council programs focusing on the Creative Industries could significantly retain and promote and possibly increase employment in this area even in the next few years. Each year, we will publish a complete report that will incorporate all of the following: 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.

- ‡ Develop pipeline for workers with traditional barriers to access in partnership With Workforce Investment Board including youth, people with disabilities
- ‡ Develop micro-loan packages with local lenders and funders such as Community Foundation Women's Fund, California Traditional Arts Foundation And Monterey County Business Council – each package would include basic Business development training
- ‡ Develop business services program for professional artists – and adapt for on line, distance learning

### **Goal 4) Continue high profile exhibits at the Monterey County Government Center featuring local artists with high quality work celebrating Monterey County Scenes.**

*Public Art can help define a space where people want to work and visit. Public Art helps reflect and shape a community's self-identity.*

#### **Strategies:**

- ‡ Establish timeline with County officials;
- ‡ Establish review panel and contract with installer
- ‡ Send call to artists to all college art departments, galleries and art associations throughout the county
- ‡ Establish review panel and select estimated 35 of the best presented
- ‡ Install all artwork in designated week and conduct reception

### **Goal 5) Provide call to artist support for any major public art project, encouraging competition by local artists – including outreach and training as feasible**

- ‡ Establish timeline with appropriate staff
- ‡ Establish review panel and contract with installer
- ‡ Send call to artists to all college art departments, galleries and art associations throughout the county
- ‡ Establish review panel and select estimated 35 of the best presented
- ‡ Install all artwork in designated week and conduct reception

## GRANTING

The Granting Process is one of the most vital tools the Arts Council has to reach our goals and achieve our vision of a vibrant and sustainable arts sector of benefit to all Monterey County residents and visitors. Funds will be allocated on a competitive basis to a wide variety of small and mid-sized nonprofit arts organizations. Priority consideration will be awarded for projects that substantially and creatively identify, attract, and engage new or expanded audiences (e.g., youth, North County, South County). Grant cycles are held in both Fall and Spring to increase access.

### Eligibility

- ⊥ Organizations with annual budgets under \$500,000
- ⊥ Organizations and Grant Projects must be located in Monterey County
- ⊥ The lead applicant is a 501© (3) organization
- ⊥ Projects with art as the primary focus
- ⊥ Projects that actively involve the general public
- ⊥ Collaborative Challenge grants must serve an underserved region or population

### Notification and Outreach

Announcements of the availability of grants will be made via mail, email, the Arts Council web site and press releases to all media in our county. In addition, the grants will be announced in regional focus groups held in each supervisorial district. As needed, Arts Council staff and volunteers will provide special sessions for new applications regarding process and/or procedures and to help develop new ideas. The applicant organizations will represent all disciplines and all cultures and reflect a very broad range of professional development.

### Review and Selection

The Program Team of the Arts Council Board of Directors will appoint panels comprised of members of the community with diverse perspectives professionally, culturally, and in terms of age and experience. Panels will have at least five members. At least three members will have professional expertise and background in the arts. The board will review all panel recommendations to ensure thoroughness and accuracy and make recommendations to the OEDC for final approval.

Ratings will be based on the evaluation grids that Arts Council staff provide to the grant panel. The criteria are based on national research evaluating effectiveness in the arts. Criteria focus on potential impact of proposed service, overall strength of organization, unique contribution of the program or service to the region, qualifications of artistic personnel, evidence of community support, and outreach and audience building plans. Final allocation amounts will be based according to the rating and the amount of total funding available.



### III. Arts in Education

*Learning through the arts helps students across the curriculum and inspires them to succeed and stay in school. The crucial skills, abilities and training are not provided by any other subject and yet are more and more critical to success in the new workforce – critical thinking, problem solving, team work, and creativity. (Champions of Change: The Impact of the Arts on Learning, 1999) Arts integration is an ongoing focus of the Professional Artists in the Schools Program, exploring literacy through visual art, dance, theater, poetry and music. Each residency is customized.*

#### **Goal 1) Serve at least 5,000 students with the greatest needs**

- ⊕ Assess current needs of Monterey County Schools
- ⊕ Develop an outreach plan for all elementary and middle schools in the Monterey County School District – featuring programs available directly from the Arts Council and by other nonprofit arts organizations.
- ⊕ Create Memorandums of Understanding with at least 20 schools (priority = Title 1)

#### **Goal 2) Increase capacity to deliver services to students with special needs**

- ⊕ Train at least three new artist/instructor for Arts and Healing programs (e.g, children with autism)
- ⊕ Develop arts and literacy and arts-integrated learning programs for ESL children and their parents

#### **Goal 3) Increase funding and partnerships in resource development**

- ⊕ Apply for grants from national funders to support program innovation and expansion – including stimulus funds, media literacy, workforce development
- ⊕ Increase number of partners e.g., water districts with funding for outreach – e.g., CSUMB Watershed, Service Learning, Monterey Bay Aquarium
- ⊕ Further develop the website as resource with links to current research, resources and opportunities

#### **Goal 4) Increase impact and develop additional partnerships in service delivery**

- ⊕ Train at least 3 community college or university students enrolled in arts or education programs to assist professional artists at CSUMB, MPC and/ Or Hartnell College
- ⊕ Complete outreach program for Sunset Center, Golden State Theater and other presenters of national caliber artists to local schools for demonstrations, assemblies and master classes and for presenters with substantial potential to serve underserved areas – e.g., SpectorDance, Tonatiuh/Alisal Center for the Fine Arts
- ⊕ Create internship for a university or community college student enrolled in the arts or education to assist director with program research, development and assessment
- ⊕ Develop a new series of 3 exhibitions in the same format as MiVida that bring schools and communities together in partnership with content providers (e.g., Monterey Bay Aquarium), community artists and arts presenters – with one in each supervisorial district