

**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 a 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 \$ 355,320.00.

**3.0 TERM OF AGREEMENT.**

- 3.01 The term of this Agreement is from July 1, 2014 to June 30, 2015, 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** ACMC FY 2014-15 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:

FOR COUNTY:	FOR CONTRACTOR:
Debby L. Bradshaw, Management Analyst III	Paulette Lynch, Executive Director
Name and Title	Name and Title
168 West Alisal Street, 3rd Floor Salinas, CA 93901	P. O. Box 7495 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.

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## 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

By: W.T. Skinner  
Contracts/Purchasing Agent  
County of Monterey

Date: 7/1/14

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

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

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

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

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

By: Rebecca M. Duncan  
County Counsel

Date: July 1, 2014

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

By: [Signature]  
Auditor/Controller

Date: 6/2/14

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

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

### CONTRACTOR

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

By: Lynn Diebold  
(Signature of Chair, President, or  
Vice-President)\*

LYNN DIEBOLD, PRESIDENT  
Name and Title  
Date: JUNE 19, 2014

By: Arlene Krebs  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*  
Arlene Krebs, Secretary  
Name and Title

Date: June 18, 2014

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**

### **SCOPE OF SERVICES DSA Service Agreement**

**Between  
THE COUNTY OF MONTEREY ECONOMIC DEVELOPMENT DEPARTMENT  
and  
THE ARTS COUNCIL FOR MONTEREY COUNTY (ACMC)**

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2014, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey Economic Development Department ("COUNTY") and the Arts Council for Monterey County (ACMC) ("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:

The Arts Council for Monterey County (ACMC) will continue to provide direction to arts organizations, arts educators and allies to implement cultural arts programs supporting economic development efforts through the development of jobs and business opportunities, establishment of public/private partnerships, increasing workforce development opportunities, and improving the business climate. Arts Council for Monterey County leverages the County's funding by re-granting to local community based organizations that increase partnership and collaboration to serve youth and families with the greatest needs.

The Arts Council for Monterey County leads arts organizations, arts educators and allies to help Monterey County strengthen the areas that are critical for success in economic development.

The Arts Council for Monterey County shall develop and implement a Cultural Arts Promotion Program that is consistent with the FY 2014-15 Annual Work Plan.

**GOAL 1 – Support the development of job and business opportunities**

<b>Objectives</b>	<b>Performance Measures</b>
1. Increase art sector jobs -- grants, training and promotion to artists networks and associations	1. By 15 jobs
2. Increase art sector businesses -- creative impact grants, training and promotion of mid-career artists	2. By 3 businesses
3. Increase art sector businesses -- grants, training and promotion of creative tech	3. By 3 businesses
4. Increase art work exposure - through rotating artwork at the Monterey County Administration Government Center	4. For 40 artists

### **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 publicly accessible conference rooms at the County Government Center – Administration Building, located at 168 West Alisal Street, Salinas, CA 93901, as follows:

#### **Artwork to be displayed**

Contractor shall register values of all artwork with the County of Monterey prior to installation.

Contractor shall ensure that the County Administrative Officer or his designee prior to installation has approved all artwork. The County of Monterey reserves the right to refuse any selections of the 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**

The Contractor shall arrange 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.

**GOAL 2 - Develop Public/Private Partnerships**

Objectives	Performance Measures
1. Increase revenue of partner hotels -- cultural tourism grants, training and promotion	1. By 1%
2. Increase foot traffic in partner districts through grants, training and promotion for cultural events	2. By 1%
3. Improve graduation rates in partners schools -- comprehensive art classes and community exhibitions	3. By 1%

**GOAL 3 - Increase Workforce Development Opportunities**

Objectives	Performance Measures
1. Increase number of students ready to work -- grants for internships, summer jobs	1. By 30 students
2. Increase number of students ready to work -- grants for internships, summer jobs (creative tech)	2. By 15 students
3. Increase number of student jobs shadowing creative tech....	3. By 15 students
4. Increase number of students ready for creative tech -- grants for media arts summer camps	4. By 15 students

**GOAL 4 - Improve Business Climate**

Objectives	Performance Measures
1. Increase customer base of partner businesses -- grants and sponsorships of temporary exhibition and classes	1. By 1%
2. Increase customer base of partner businesses -- grants and consultations to create permanent installations ( murals) and performance space: (e.g. Greenfield Art Center)	2. By 1%
3. Increase revenue for partner districts through support for temporary artist tenancy of unoccupied storefronts.	3. By 1%

**5. GOAL: Leverage County Investment**

Objectives	Performance Measures
1. Increase funding from foundations	1. By \$50,000
2. Increase support from individuals	2. By \$10,000
3. Increase earned revenue from schools, sales of artwork	3. By \$10,000

The 2014-15 ACMC Marketing Plan is incorporated as part of this Agreement.

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

**B1. Compensation**

The amount of compensation allocated to CONTRACTOR for Fiscal Year 2014/2015, which is the period July 1, 2014 – June 30, 2015, shall not exceed \$ 355,320. 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**

CONTRACTOR shall be paid the equivalent of the first three monthly installments (July, August and September) within 45 days after this Agreement has been approved by the Board of Supervisors. Thereafter, CONTRACTOR shall be paid on the 5<sup>th</sup> day of each month through June of the fiscal year. The Auditor-Controller shall pay the monthly invoice within 30 days of receipt. Payments falling on non-business days may be delayed to the next business day.

**B3. Monthly Performance Reports**

CONTRACTOR shall produce the following performance monthly reports in a format provided by County.

<u>Due Date</u>	<u>Report Period</u>
November 20, 2014	July 1, 2014 – October 31, 2014 ( 4 month report)
March 20, 2015	July 1, 2014 – February 29, 2015 (8 month report)
July 20, 2015	July 1, 2014 - June 30, 2015 (12 month 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, 2015	FY 2015-2016 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 Board of Supervisors in conducting its responsibilities of 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.

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, 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 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 of its 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 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 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 any 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 Board of Directors.

**B8. Acknowledgement of County Funding**

The Monterey County Board of Supervisors shall be acknowledged for the funding support to CONTRACTOR and explicit funding support for any project, event or initiative funded by the 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 of Monterey Board of Supervisors 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**

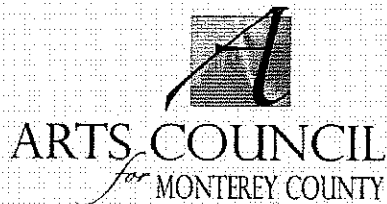
CONTRACTOR shall be required to provide periodic presentations to the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC with reasonable advance notification. In addition, CONTRACTOR is expected to attend meetings of the bodies upon request.

**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





## WORKPLAN 2014-2015

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### *Arts, Culture and Design*

*can assist states as they seek to create jobs*

*and boost their economies*

*in the short run*

*and transition to an innovation-based economy*

*in the long run.*

*- New Engines for Growth: Five Roles for Arts, Culture and Design*

National Governors' Association Center for Best Practices, 2012

## **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”.

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, nearly 100 nonprofit arts and cultural organizations present dance, music, drama, photography, painting, sculpture, video and film in traditional, classical and contemporary forms, bringing excitement and vitality to our communities. Successful arts groups in every district in 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 publishing, technology and entertainment and every industry that depends on effective training and communication.

The unique role of the Arts Council is to nurture and promote the many facets of our extraordinary arts sector in ways through dynamic partnerships that maximize impact on quality of life in our communities, our schools, and our economy and expand access and opportunity in each supervisorial district.

## **OVERVIEW**

The mission of the Arts Council complements and leverages the County’s renewed efforts to promote county-wide economic prosperity as outlined in the SRI Report. 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, spend more and return more often. 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 motivated and more likely to succeed and stay in school, strengthening the local pipeline that CSUMB officials call “cradle to career”.

A study conducted by Arts Market in the past few years, funded by the James Irvine Foundation and commissioned by the Arts Council and the Community Foundation for Monterey County, found that over 9,000 jobs are already located here in the arts and creative industries – ranging from performing arts and museums to the music industry, design of all types, audio and video media production, broadcasting, and digital media development. In addition, thousands of artists work as small business entrepreneurs. From the solo jeweler in Carmel Valley shipping original designs all over the state to the Monterey Sculpture Center in Sand City employing dozens of artisans exporting bronze sculptures all over the world, the creative entrepreneurs of our county have an output of more than \$550 million in goods and services sold annually -- just behind health care. (US Census, Bureau of Labor Statistics, the Bureau of Economic Analysis Regional Economic Information System, IMPLAN). Growth potential in all areas is enormous.

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 in each supervisorial district. As outlined below, The Arts Council takes a lead role in helping 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.

## KEY PROGRAMS / PROJECTS

### 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

**GOAL:** Increase arts sector jobs by at least 15 and support the launch of at least 3 new creative technology businesses by expanding capacity of artists, artisans and arts presenters.

**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. Identify and facilitate access to a broad range of resources to support expansion: including a range of local funding mechanisms (e.g., SBA, local investors and lenders), public and private sources beyond Monterey County (e.g., California Arts Council, National Endowment for the Arts, such as Alliance for Traditional Arts, Creative Work Fund and Hewlett Foundation), and inkind support (e.g., Workforce Investment Board grants, AmeriCorps interns and CSUMB Service Learning students).
2. Provide competitive grants and sponsorships that support expansion through increased visibility and development of new markets for professional artists and creative workers. (Examples: First Friday ArtWalk in Salinas, Sol Treasures in King City, Aromas Hills Artisans in North County, and Artists Equity Open Studio Tour throughout Monterey County.)
3. Provide networking and training for emerging entrepreneurs to increase number of jobs and businesses in creative tech sector including monthly meetings and annual forum / expo with leading artists and entrepreneurs) in partnership with Monterey County Business Council Competitive Clusters (C2) process through leadership as Co-Chair of the Creative Tech Expo with Hartnell College.
4. Create unique outlets for new and emerging artists that help expand their business through partnerships and public awareness – e.g., open classes that specialize in small scale wearable art, monthly exhibitions /sales of student work to corporate buyers and individual collectors and special murals, presentations and exhibitions in partnership with community leaders.

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#### Performance Measures

Customized IMPLAN Jobs Report (Number/Types of Jobs)  
Comprehensive Survey of Grantees/Partners (Job Status- full-time/part-time/temporary)  
Business License Data

**Budget- \$61,000**

Grants - \$36,000; Staff - \$20,000; Marketing - \$5,000

## II. Develop Public/Private Partnerships to Support Economic Pillars

### II A. Tourism

*Around the world, more and more people are choosing their travel destinations on the basis of offerings in arts, culture and heritage. These cultural tourists stay longer and spend more daily than the average tourist. (OEDC Cultural Tourism Report, Greg Richards, 2011).*

Mimi Hahn, Director of Marketing for the Monterey Bay Aquarium, calls cultural tourists "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 as potential visitors discover 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)

Our great museums, historic sites and homes, cultural festivals, theaters and galleries significantly help the hospitality industry achieve its brand promise that there is always more to discover for visitors who choose Monterey County. The Carmel Bach Festival and Monterey Jazz Festival have been attracting musicians and visitors for over 50 years, enjoy international reputations and are still growing. Many more are emerging all over the county.

**GOAL:** Increase occupancy in partner hotels by 1% and raise profile of Monterey County as a high priority travel destination for US visitors interested in arts/culture and heritage

**STRATEGY:** Link artists, arts presenters and artisans with local tourism leaders to make Monterey County more attractive and competitive.

#### **PRIORITY ACTIVITIES:**

1. Develop training and projects in pricing and packaging in partnership with Monterey County Visitors and Convention Bureau to create special arts and culture packages to increase number of visitors and length of stay for key tourist segments to participate during shoulder seasons.
2. 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 Dixieland Monterey, Center for Photographic Art in Carmel, Seaside Cultural Arts Group, Monterey County Historical Society in Salinas, SpectorDance in Marina and the Monterey County Agricultural and Rural Life Museum in King City.
3. Publicize relevant details and contract info regarding cultural assets through MCCVB members, Monterey County Business Council 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 websites on our websites and active participation in their social media, and by increased participation in the MCCVB marketing committee and support of the emerging Ambassadors Program.
4. Develop unique marketing tools for museums, galleries and historic sites.

#### **Performance Measures**

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

**Budget - \$61,000 - Grants - \$36,000; Staff - \$20,000; Marketing - \$5,000**

II. 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 agriculture by improving the quality of life and increasing economic opportunities for residents in the communities where the largest number of farm workers and their families live, notably in South County, North County and East Salinas. 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.

**GOAL:** Increase foot traffic and attendee rates for participating businesses in targeted districts by at least 1 %.

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

**PRIORITY ACTIVITIES:**

1. Develop new arts programs in partnership with Monterey County Vintners and Growers Association and the Salinas Valley Tourism Center and arts presenters (e.g., Sol Treasures and South County Strings in King City) to increase resident participation and visitation and raise revenue for small businesses in South County.
2. Provide high-quality opportunities to low-income residents in a broad range of accessible settings through grants to nonprofits and through direct service partnerships in schools and community sites from Castroville to Lockwood including opportunities for performances and exhibitions that are presented professionally.
3. Provide financial and inkind support to at least 10 community festivals.

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**Performance Measures +**

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

**Budget - \$61,000**

Grants - \$36,000; Staff - \$20,000; Marketing - \$5,000

II 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

Arts programming in Monterey County supports Education in three vital ways: 1) by increasing student motivation and achievement and decreasing student drop out rates; 2) by supporting interest in and avenues for lifelong learning and 3) by creating an environment that attracts top scholars, researchers and educators and their families. 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.

**GOAL:** Increase Monterey County's competitiveness through higher retention and graduation rates by at least 1% for participating students and increase foot traffic in participating small business partners

**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 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. Increase number of students and schools served in our Professional Artists in the Schools program with a priority for those with the least access to the arts locally such as Gonzales, Lockwood, Castroville and Pajaro and engage businesses and business districts in staging professional presentations of the students' work (e.g., large-scale murals, window displays, street banners) that will appeal to residents and attract visitors.
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 (MIS), Creative Tech Expo (Hartnell), and CA Summer Arts (CSUMB)
4. Create paid internship track for 5 low-income college students with demonstrated commitment to young people and arts education.

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**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 - \$61,280**

Grants - \$36,000; Staff -\$20,000, Marketing-\$2,500, Supplies - \$2,780

### III. Increase Workforce Development Opportunities

*When chief executives were asked to rank their top innovation challenges, they chose acquiring/developing the right talent as their top concern. When companies participating in the 2006 Ready to Work survey were asked to name the skills that will increase in importance over the next five years, creativity/innovation was selected as one of the top five. (The Conference Board Report, 2010). ]*

As more and more businesses rely on employees at all levels and all industries to 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 regular employment.

**GOAL:** Increase the number of young adult Monterey County residents ready to work by 30 young adults

**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.

#### **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 including community-based arts-integrated literacy programming with the Literacy Campaign for Monterey County
2. Develop program with the Workforce Investment Board to strengthen the pipeline from interest to employment for workers with barriers to employment (with a focus on opportunities in creative technologies) by developing programs that help fill in gaps – e.g., mentorships for talented students that have difficulty accessing secondary education directly
3. Identify and promote a range of opportunities that develop marketable skills – e.g., Arts summer camps including media arts to provide youth their first experiences, with sessions on relevance of their learning to potential jobs and careers and businesses such as Dare to Dream and Access Monterey Peninsula and continue to support creative tech training at open community events in chronically underserved areas with partners such as the Media Center for Arts Education and Technology. In addition, provide paid internships for interns to work as assistants to teachers and artists in the new Greenfield Art and Culture Center.

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#### **Performance Measures**

Pre and Post Training Interviews with Participants and Host Businesses

#### **Budget - \$51,000**

Grants - \$36,000; Staff - \$10,000, Marketing-\$5,000



## IV. Improve Business Climate

*Arts, Culture and Design can assist with economic growth strategies by catalyzing community revitalization.* -  
- New Engines for Growth, National Governors' Association Center for Best Practices, 2012

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 and play. Not even a grocery store will invest in a community that lacks vitality. On the other hand, a vibrant arts and culture sector will ensure that the county's financial incentives and development policies 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 levels of poverty and low rates of education, literacy, and English proficiency, and where lack of affordable housing and transportation compound the effects of isolation and perpetuate cycles of poverty and violence.

**GOAL:** Expand customer base by 1 % for participating small businesses in targeted communities through activities and programs that encourage residents and visitors to participate in the district.

**STRATEGY:** Nurture partnerships among community agencies, artists and educators to energize communities in each supervisorial district through civic activities 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 (e.g., cultural festivals) that work with local business districts or economic development offices to target underserved regions and populations (e.g, Soledad Improvement District, Pajaro Business Association economic development office in Greenfield, Gonzales, and East Salinas ).
2. Complete development of emerging art and culture center in Greenfield and begin process for the communities of Gonzales and/or Castroville to increase visitor traffic in the business district.
3. Deepen partnerships with 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 - \$60,000**

Grants - \$35,000 ; Salaries- \$20,000; Marketing -\$5,000



## Leveraging 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*

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, the Hewlett Foundation selected us as their first new partner in Monterey County in four years to provide a three-year grant to build our capacity. They have given us the tools to successfully expand opportunities, deepen participation and inspire excellence in every area of the county. In this next year, the county allocation of \$355,320 will be matched by foundations and donors for a total of over \$750,000 – with at least \$175,000 coming from out of the county. Our grantees take this leverage even further through their own efforts in fundraising and ticket sales. Our grantees leverage their grant from us (average grant is \$3500) for a total value of more than \$14,000,000 with about twenty five percent of their own revenue coming from outside the county. Taken together with our various partnerships and inkind services and support, the Development-Set Aside allocation to the arts yields a return on investment of at least 50:1.

We will once again contract with Louise Stevens of ArtsMarket 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.

### COMMUNITY PARTNERS

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  
Monterey County Board of Supervisors  
Packard Foundation

### EDUCATION PARTNERS

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

### TOURISM PARTNERS

Destination Salinas  
Monterey County Board of Supervisors  
Monterey County Convention and Visitors Bureau  
Monterey County Business Council Clusters  
Program  
Monterey County Vintners and Growers  
Association

### THE CREATIVE INDUSTRIES PARTNERS

Artists Equity  
Hartnell College, CSUMB  
Monterey County Office of Education  
Workforce Investment Board  
Monterey County Business Council  
Carmel Gallery Alliance  
Monterey Bay Plein Air Painters

# Arts Council for Monterey County

## Organization Budget

Ordinary Income/Expense	Jul '14 - Jun 15
<b>Income</b>	
4100 · Government Grants	
4105 · Administration	43,000.00
4110 · Programs & Infrastructure	100,000.00
4115 · Art Education	17,230.00
4125 · Cultural Granting	215,000.00
4126 · Temporary Restricted	
<b>Total 4100 · Government Grants</b>	<b>375,230.00</b>
4200 · Foundation Grants	
4205 · Community	110,000.00
4206 · Temporary Restricted	110,000.00
4210 · Corporations	10,000.00
<b>Total 4200 · Foundation Grants</b>	<b>230,000.00</b>
4300 · PAS	
4305 · Project Fees	55,000.00
<b>Total 4300 · PAS</b>	<b>55,000.00</b>
4500 · Fundraising & Contributions	
4505 · Individ./Business Contribution	10,000.00
4525 · Champions	
4525 a · Sponsors	10,000.00
4525 b · Donations	1,000.00
4525 c · Tickets	17,500.00
4525 d · Auction	17,000.00
4525 e · Raffle	1,500.00
4525 f · Special Event In-Kind	14,000.00
4525 · Champions - Other	
<b>Total 4525 · Champions</b>	<b>61,000.00</b>
<b>Total 4500 · Fundraising &amp; Contributions</b>	<b>71,000.00</b>
4600 · Interest & Other Revenue	
4605 · Interest Income	500.00
4610 · Other Income/Endowment	11,000.00
4615 · Artists Entrance Fee	1,500.00
<b>Total 4600 · Interest &amp; Other Revenue</b>	<b>13,000.00</b>
4612 · Dividend Income	2,000.00
4613 · Change in Unrealized Gain/Loss	1,300.00
4700 · Sales	
4720 · Calendar Sales	4,500.00
4725 · Painting and Art Sales	2,500.00
<b>Total 4700 · Sales</b>	<b>7,000.00</b>
<b>Total Income</b>	<b>754,530.00</b>
<b>Cost of Goods Sold</b>	
5000 · Cost of Goods Sold	
5000 a · Calendars	3,550.00
5000 b · Purchases of Painting and	1,500.00
<b>Total 5000 · Cost of Goods Sold</b>	<b>5,050.00</b>
<b>Total COGS</b>	<b>5,050.00</b>
<b>Gross Profit</b>	<b>749,480.00</b>

## Organization Budget

### Expense

#### 6100 · Salaries & Employee Benefits

##### 6101 · Salaries

6101 a. · Executive Director	62,400.00
6101 b. · Arts and Education C	49,000.00
6101 c. · Business Manager	43,000.00
6101 d. · Office Assistant	29,000.00
6101 f. · Outreach Coordinator	24,000.00

Total 6101 · Salaries 207,400.00

6102 · Payroll Tax Expense 16,240.00

6103 · Employee Benefits 14,400.00

6104 · Payroll Processing Fee 750.00

Total 6100 · Salaries & Employee Bene 244,000.00

#### 6200 · Office Admin & Materials

Total 6200 · Office Admin & Materials 76,900.00

#### 6300 · Professional Services

6310 · Artist Fees 77,000.00

6320 · Catering Fees 3,500.00

6350 · Consultant Fees 8,500.00

6360 · Contractor Fees 8,500.00

##### 6365 · Accounting Service Fees

6365.a · Bookkeeping fees 1,800.00

6365.b · Audit fees 15,000.00

Total 6365 · Accounting Service Fe 16,800.00

6366 · Legal Service Fees 500.00

Total 6300 · Professional Services 114,800.00

#### 6500 · Grants

6515 · Project Grants 170,000.00

6520 · Small Organization Grants 18,883.17

6525 · Arts Initiatives 25,000.00

6530 · Community Partnership 15,000.00

Total 6500 · Grants 228,883.17

#### 6600 · Special Program Expenses

6620 · Artists' Supplies & Materials 6,750.00

6640 · Artists' Travel Expense 6,750.00

6650 · Art Production Expense 5,000.00

Total 6600 · Special Program Expenses 18,500.00

#### 6700 · Special/Champions Expenses

Total 6700 · Special/Champions Expen 51,500.00

#### 6900 · Taxes

6920 · State Taxes 100.00

6930 · Out of State Taxes 595.00

6940 · Local Taxes 151.00

Total 6900 · Taxes 846.00

Total Expense 735,429.17

### Net Income

19,000.00

## ARTS COUNCIL FOR MONTEREY COUNTY

## BOARD OF DIRECTORS

2014

## DIRECTORY -- AFFILIATION/ RESIDENCE/DISTRICT

First	Last	Title	Occupation	Affiliation	City	District
Arlene	Krebs	Secretary	Dir. Wireless Education and Technology Ctr	California State University Monterey Bay	Seaside	4
Chris	Lopez	Vice President	Chief of Staff, County Supervisor Salinas	County of Monterey	King City	3
David	Larison	Member	Artist/Retired Teacher	Retired	Salinas	1
Don	Reynolds	Member	Project Manager	City of Salinas	King City	3
Gordon	Mayfield	Member	Retired Educator	City of Salinas Schools	Salinas	5
Leslie	Maltby	Vice President	Human Resources Manager	Driscoll's Strawberries	Prunedale	2
Lester	Tockerman	Member	Educator, Photographer	Retired	Seaside	4
Lynn	Diebold	President	Director, Emergency Communications Dept (Ret)	County of Monterey	Salinas	2
Maia	Carroll	Member	Communications Coordinator	County of Monterey	Salinas	2
Nick	Papadakis	Member	Retired Administrator	AMBAG	Salinas	5
Richard	Anderson	Past President	Professor	California State University, Monterey Bay	Prunedale	2
Susan	Breen	Member	Arts Marketing Consultant	Self Employed	Seaside	4
William	Keland	Treasurer	Artist	Self Employed	Salinas	5



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/25/2014

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).

PRODUCER Monterey Insurance Agencies P.O. Box MIA 401 Fremont Street, Suite 100 Monterey CA 93940-3263	CONTACT NAME: LeAnn Lang PHONE (A/C No. Ext): (831) 373-4925 FAX (A/C No.): (831) 373-6935 E-MAIL: leann@montereyins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: NIAC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Arts Council for Monterey County P O Box 7495 Carmel CA 93921	NAIC # 0115

COVERAGES CERTIFICATE NUMBER: 13-14 GL, AUTO AND UMB 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		2013-07846-NPO	11/18/2013	11/18/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		2013-07846-NPO	11/18/2013	11/18/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto \$ Included
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		2013-07846-UMB-NPO	10/3/2013	11/18/2014
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				WC STATUTORY LIMITS 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)

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.

## CERTIFICATE HOLDER

## CANCELLATION

Monterey County Economic Development Dept 168 W. Alisal St. 3rd Floor 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 P Bystrowski/JESMEN <i>Tamara Bystrowski</i>
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POLICY NUMBER: 2011-07846-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.
The County of Monterey, agents, officers and employees
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.

### PRIMARY INSURANCE

Such insurance is afforded by this endorsement for the additional insured's shall apply as primary insurance. Any other insurance maintained by the additional insured or its officers and employees shall be excess only and non-contributing with the insurance afforded by this endorsement.

POLICY NUMBER:

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.

Monterey County Economic Development Dept  
168 W. Alisal St. 3rd Floor  
Salinas, CA 93901

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.



NONPROFITS' INSURANCE ALLIANCE OF CALIFORNIA  
P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



**COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS**

**PRODUCER:**

Monterey Insurance Agencies/John O. Bronson  
P.O. Box MIA  
Monterey, CA 93942

**POLICY NUMBER: 2013-07846 -NPO**

**RENEWAL OF NUMBER: 2012-07846 -NPO**

**NAME OF INSURED AND MAILING ADDRESS:**

Arts Council for Monterey County  
P.O. Box 7495  
Carmel, CA 93921

**POLICY PERIOD:** FROM 11/18/2013 TO 11/18/2014  
AT 12:01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

**BUSINESS DESCRIPTION:** Supports education, appreciation and excellence in community arts

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS  
POLICY, WE AGREE WITH YOU TO PROVIDE THE COVERAGE AS STATED IN THIS POLICY.

**LIMITS OF COVERAGE:**

GENERAL AGGREGATE LIMIT (OTHER THAN PRODUCTS - COMPLETED OPERATIONS)	\$2,000,000
PRODUCTS - COMPLETED OPERATIONS AGGREGATE LIMIT	\$2,000,000
PERSONAL AND ADVERTISING INJURY LIMIT	\$1,000,000
EACH OCCURRENCE LIMIT	\$1,000,000
DAMAGE TO PREMISES RENTED TO YOU	\$500,000 any one premises
MEDICAL EXPENSE LIMIT	20,000 any one person

**ADDITIONAL COVERAGES:**

SOCIAL SERVICE PROFESSIONAL LIABILITY

EXCLUDED

**CLASSIFICATION(S)** SEE ATTACHED SUPPLEMENTAL DECLARATIONS SCHEDULE G

**PREMIUM**

**\$800**

FORMS AND ENDORSEMENTS APPLICABLE TO THIS POLICY ARE INCLUDED IN COMMERCIAL LINES COMMON POLICY DECLARATIONS

COUNTERSIGNED: 11/07/2013

BY

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS AND THE COMMON POLICY DECLARATIONS, IF APPLICABLE, TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S)  
AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

NIAC - GL - NPO

(00173)





P.O. Box 8507, Santa Cruz, CA 95061  
P: (800) 359-6422  
F: (831) 459-0853



COMMERCIAL GENERAL LIABILITY  
EXTENSION OF DECLARATIONS

Schedule G

POLICY NUMBER: 2013-07846-NPO

Page 1

NAME OF INSURED: Arts Council for Monterey County

PREMISES CODE/CLASS	*LOC	PREMIUM BASIS	RATE	*ADVANCED PREMIUM
47366/Sales, Service or Consulting Organizations - NOC - includes products and/or completed operations	1	33,600	5.414	\$182
61227/Buildings or Premises - office - NFP	1	700	418.085	\$293

ADDITIONAL COVERAGES

Activities/Field Trips:

Event #	# of people	Description	
1	300	Gala	\$75
2	N/A	Mural Installation- Pajaro Park	\$100
Increased Aggregate			\$73
Additional Premium to Meet Minimum			\$77

\*See Common Declarations for Total Advanced Premium and Schedule 'L' for locations.

COUNTERSIGNED: 11/07/2013

BY

*Samuel C. R.*

(AUTHORIZED REPRESENTATIVE)

NIAC - SCHEDULE G - NPO

(00173)