

**MEMORANDUM**  
OFFICE OF THE  
**COUNTY EXECUTIVE OFFICE**  
COUNTY OF PLACER

TO: Honorable Board of Supervisors  
FROM: David Boesch, County Executive Officer  
By: Anita Reis, Management Analyst *AR*  
DATE: July 7, 2015  
SUBJECT: Service Agreement with the Arts Council of Placer County

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**ACTION REQUESTED**

Adopt a resolution designating the Arts Council of Placer County as Placer County's local partner in the California Arts Council State and Local Partnership program.

Approve a contract with the Arts Council of Placer County to promote and encourage interest and participation in the arts and humanities within Placer County, in the amount of \$200,000, for the period of July 1, 2015 through June 30, 2016, and authorize the County Executive Officer to sign the contract. Funding is provided in the FY 2015-16 Proposed Budget.

**BACKGROUND**

The Arts Council of Placer County serves as Placer County's countywide arts organization partner in the State/Local Partnership Program to foster the performing, visual and literary arts in California. The California Arts Council (CAC) provides funds to private non-profit organizations and municipal commissions that have been designated by local governments as partners in the promotion of the arts. PlacerArts has served as the County's local partner for the past 29 years. The attached contract will provide funding for local arts and humanities activities and promotions for the 2015-16 fiscal year. A copy of the resolution and contract is attached.

PlacerArts is a countywide organization serving to promote, support and coordinate arts and humanities programs and activities, including the California State Summer School for the Arts recognition program; Poetry Out Loud: National Recitation Contest; Gold Country Writers, Placer Artists League and Auburn Hip Hop Congress. Current services and programs provided also include: ARTspace for teaching and learning, arts events calendaring, arts directory, a quarterly arts magazine, *Placer Arts* 360 collaborative brand arts marketing, the agency's website PlacerArts.org, monthly e-blasts and social media alerts; the annual Summer Series concerts, Auburn and Colfax Art Walks, and the Autumn Art Studios Tour.

The FY 2015-16 proposed contract recommends an additional one-time contribution of \$50,000, enabling PlacerArts to ensure that its activities effectively add value, and meet the County's objectives while also meeting the requirements of the State/Local Partnership Program. The recommended augmentation provides funding to expand hours for executive staff to focus on enhancing Placer Arts capacity for:

- Increased promotion, awareness of and participation in PlacerArts and partner arts agency programs to provide for program growth in the number and diversity of individuals participating as arts audience members, visitors to arts events, students, artists, businesses, and as volunteers;
- Increased economic development of the arts from maintaining and expanding opportunities for the arts to generate more income for both for artists and for businesses benefiting from arts creation/production and cultural tourism;
- Enhanced collaboration with community arts organizations countywide;

- Increased and enhanced communications and community engagement, including development of a framework for Countywide cultural arts resource identification and planning;
- Increased opportunities for arts participation as art creators, arts audiences/consumers and as volunteers, which provide social, community and personal enrichment benefits.

**FISCAL IMPACT**

Funding is provided by the FY 2015-16 Proposed Budget-County Executive Office, Community and Agency Support appropriation.

Attachment 1 - Resolution

Attachment 2 - Contract with Exhibits A, B and C

# Before the Board of Supervisors County of Placer, State of California

In the matter of:

Resol. No: \_\_\_\_\_

**A RESOLUTION DESIGNATING THE ARTS COUNCIL OF PLACER COUNTY (PLACERARTS) AS PLACER COUNTY'S LOCAL PARTNER IN THE CALIFORNIA ARTS COUNCIL'S STATE/LOCAL PARTNERSHIP PROGRAM AND APPROVING PLACERARTS' PARTNERSHIP WITH THE CALIFORNIA ARTS COUNCIL AND AUTHORIZING EXECUTION OF A GRANT CONTRACT WITH THE CALIFORNIA ARTS COUNCIL**

The following Resolution was duly passed by the Board of Supervisors of the County

of Placer at a regular meeting held on \_\_\_\_\_ by the following vote on roll call:

Ayes:

Noes:

Absent:

Signed and approved by me after its passage.

\_\_\_\_\_  
Chair, Board of Supervisors

Attest: \_\_\_\_\_  
Clerk of said Board

**WHEREAS**, the purpose of the State/Local Partnership Program is to foster the performing, visual and literary arts in California. To this end, the California Arts Council (CAC) provides funds to private non-profit organizations and municipal commissions that have been designated by local governments as partners in the promotion of the arts; and

**WHEREAS**, PlacerArts is requesting a resolution to continue as the County's local partner in the CAC State/Local Partnership Program. PlacerArts has served as Placer County's local partner for the past 29 years; and

**WHEREAS**, a resolution from your Board is needed to validate PlacerArts' application for State CAC funds. The State funds will be used to complete PlacerArts' FY 2015-16 budget. Without the resolution, the PlacerArts will not be eligible to receive State CAC funding.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Placer hereby approves the submittal of an application by PlacerArts to the California Arts Council and designates PlacerArts to execute the FY 2015-16 California Arts Council grant as approved by the California Arts Council.

CONTRACT NO. \_\_\_\_\_

**PLACER COUNTY EXECUTIVE OFFICE  
SERVICE AGREEMENT**

BEGINS: 7/1/2015  
ENDS: 6/30/2016

WHEREAS, the Arts Council of Placer County DBA PlacerArts, hereinafter referred to as "CONTRACTOR", and the County Executive Office, hereinafter referred to as "COUNTY", are mutually desirous of entering into an Agreement whereby CONTRACTOR will perform certain services for the COUNTY as they pertain to the development and promotion of the arts and humanities in Placer County.

WHEREAS, CONTRACTOR is willing to perform such services,

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties as follows:

1. The term of this Agreement shall be in effect from July 1, 2015, through June 30, 2016.
2. COUNTY allocates for use by CONTRACTOR the sum of **\$200,000** subject to the terms and conditions of this Agreement, as set forth in the "Scope of Work" attached hereto as Exhibit "A". Payments shall be made in accordance with "Payment Schedule," attached hereto as Exhibit "B".
3. This contract amount is valid and enforceable only if sufficient funds are available in the 2015/2016 County Budget. It is mutually agreed that if sufficient funds are not available for this contract, the contract and budget shall be amended solely at the discretion of the COUNTY to reflect any reduction in funds. The County retains the unilateral authority to cancel this contract with thirty (30) days' notice in the advent that the County determines that the State of California proposed budget and or transfer of unfunded or insufficiently funded program responsibilities adversely impacts County revenues. Furthermore, any unencumbered funds remaining at the termination date of this Agreement shall revert to the COUNTY.
4. CONTRACTOR shall, subject to the laws of the State of California, manage and use such funds within the limits and provisions of this Agreement to the end that such funds shall be used to perform the services set forth in the "Scope of Work" attached hereto.
5. CONTRACTOR hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONTRACTOR agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONTRACTOR. CONTRACTOR also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONTRACTOR or the COUNTY or to enlarge in any way the CONTRACTOR'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONTRACTOR'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

6. INSURANCE:

CONTRACTOR shall file with COUNTY concurrently here with a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A-VII showing.

7. WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE:

Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONTRACTOR'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer".

Waiver of Subrogation - The workers' compensation policy shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against the County, its officers, directors, officials, employees, agents or volunteers, which might arise by reason of payment under such policy in connection with performance under this agreement by the CONTRACTOR.

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

8. GENERAL LIABILITY INSURANCE:

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONTRACTOR, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONTRACTOR in this Agreement.

B. One of the following forms is required:

- (1) Comprehensive General Liability;
- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONTRACTOR carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- Two million dollars (\$2,000,000) aggregate

D. If CONTRACTOR carries a Commercial General Liability (Occurrence) policy:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) for Products-Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONTRACTOR shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

(1) The limits of liability shall not be less than:

- One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
- One million dollars (\$1,000,000) aggregate for Products Completed Operations
- Two million dollars (\$2,000,000) General Aggregate

(2) The insurance coverage provided by CONTRACTOR shall contain language providing coverage up to one (1) year following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims-made policy.

Conformity of Coverages - If more than one policy is used to meet the required coverage, such as a separate umbrella policy, such policies shall be consistent with all other applicable policies used to meet these minimum requirements. For example, all policies shall be Occurrence Liability policies or all shall be Claims Made Liability policies, if approved by the County as noted above. In no cases shall the types of polices be different.

9. ENDORSEMENTS:

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured as an additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."

B. "The insurance provided by the CONTRACTOR, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."

C. "This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to the County of Placer."

10. AUTOMOBILE LIABILITY INSURANCE:

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

11. ADDITIONAL REQUIREMENTS:

Premium Payments - The insurance companies shall have no recourse against the COUNTY and funding agencies, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.

Policy Deductibles - The CONTRACTOR shall be responsible for all deductibles in all of the CONTRACTOR's insurance policies. The maximum amount of allowable deductible for insurance coverage required herein shall be \$25,000.

CONTRACTOR's Obligations - CONTRACTOR's indemnity and other obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this agreement.

Verification of Coverage - CONTRACTOR shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Material Breach - Failure of the CONTRACTOR to maintain the insurance required by this agreement, or to comply with any of the requirements of this section, shall constitute a material breach of the entire agreement.

12. CONTRACTOR agrees that COUNTY shall have the right to inspect, at any reasonable time, all of CONTRACTOR'S books, records, and management documents pertaining to CONTRACTOR'S management of the funds herein.
13. It is agreed by and between the parties hereto that this contract shall not be assigned by CONTRACTOR without the express written consent of COUNTY in advance of any such assignment.
14. CONTRACTOR shall in no instance expend funds or use resources derived from this Agreement for any political activity.
15. COUNTY shall pay to CONTRACTOR the sum of TWO HUNDRED THOUSAND (\$200,000), subject to the terms and conditions stated herein.
16. COUNTY has sole discretion to withhold payment for costs incurred by CONTRACTOR when it is determined by COUNTY that CONTRACTOR is not fulfilling any condition of this contract.
17. COUNTY shall have the right to terminate this Agreement upon the giving of ten (10) days written notice to CONTRACTOR if COUNTY, in its sole and exclusive judgment, finds that CONTRACTOR has violated any of the terms of the Agreement. Either party may terminate this Agreement for any reason upon thirty (30) days advance written notice.
18. CONTRACTOR shall throughout the term of this Agreement remain registered as a non-profit corporation with the Secretary of State's Office and possess a federal tax exempt identification number.

IN WITNESS WHEREOF, this Agreement is executed by and on behalf of the parties hereto.

By: \_\_\_\_\_ Dated:  
David Boesch  
County Executive Officer

By: \_\_\_\_\_ Dated:  
Robert Reich, Executive Director  
The Arts Council of Placer County DBA PlacerArts

By: \_\_\_\_\_ Dated:  
Steven Nichols, Secretary  
The Arts Council of Placer County DBA PlacerArts

Approved:

By: \_\_\_\_\_ Dated:  
Placer County Counsel

EXHIBIT "A"

THE ARTS COUNCIL OF PLACER COUNTY (PLACERARTS)  
PURPOSE STATEMENT & SCOPE OF WORK  
FY 2015-2016

PURPOSE: PlacerArts is The Arts Council of Placer County, countywide catalyst for the arts and humanities. Since 1985, PlacerArts has served as the designated State-Local Partner of the California Arts Council, a state agency. As such, PlacerArts' role is to foster cultural development on the local level in order to encourage individuals, organizations and communities to create, present and preserve the arts of all cultures and to enrich the quality of life for all in Placer County.

**State-Local Partnership Goals are to:**

- Foster local and regional partnership and collaboration
- Serve the diverse cultural needs of California's local communities
- Encourage and promote arts in education
- Broaden public and private support for the arts
- Promote and market the local arts

State-Local Partner designation differentiates PlacerArts' work so as to compliment and encourage the work of other arts and cultural providers in Placer County and requires focused work:

**Local Arts Networking and Facilitation**

- Serve as a resource in the development of local cultural activities
- Act as link between individuals, organizations, businesses, and government
- Provide technical assistance (marketing, fiscal or professional development services for visual, performing & literary arts providers)

**Local Arts Promotion & Accessibility**

- Promote arts and cultural events and attractions to residents, visitors and prospective cultural tourists
- Promote and support arts in education programs
- Ensure access in the development and participation of programs and activities for:
  - All cultural and geographic communities of Placer County
  - Community members of all income levels
  - People with disabilities
- Promote and foster the artistic and cultural diversity of the community

The above objectives will be accounted for as follows:

1. PLACERARTS shall provide a proposed workplan by September 30, 2015, with specific strategies and an action plan for how to meet its Strategic Objectives (Exhibit B). The plan would include provisions for increased economic development of the arts (i.e., fostering Placer County as an art center and drawing more participants to arts events and activities, fostering tourism); promoting and marketing the arts; providing support to new and existing artists and arts-related businesses, enhanced collaboration with arts organizations countywide; increased and enhanced communications and community engagement; leveraging additional revenues; re-granting dollars to non-profit and culture organizations, and ensuring long term organizational sustainability.
2. PLACERARTS shall provide by January 2016, the proposed workplan for completion of a Cultural Plan in the following fiscal year. The proposed Plan would include, among other components, provisions addressing community consultation, art in public places, identification/inventorying of County arts and cultural resources, and government policy
3. PLACERARTS shall provide the County an annual written report describing the activities of the PLACERARTS due within sixty (60) days of the close of the fiscal year. The report shall document the programs, services statistics, estimated economic impacts and amount of funding used under this contract.
4. PLACERARTS agrees to file with the County, a certified copy of an annual audit or other review of the financial statements of the Arts Council of Placer County, completed by a Certified Public Accountant, within one hundred and twenty (120) calendar days of the close of the County's fiscal year, and further agrees to file official copies of all financial statements containing reference to funds herein within (20) calendar days of their preparation.
5. PLACERARTS will send proof of Worker's Compensation Coverage, Auto Liability, and General Liability Insurance coverage, as set forth in the contract, by July 31 of the current fiscal year.



## PLACERARTS STRATEGIC OBJECTIVES: 2014 AND 2015-16

- **Strengthen Capacity:** Increase public, membership, other partner and funding agencies confidence in PlacerArts organizational and fiscal accountability and operations, transparency and stability through:
  - Proven management leadership direction and specific activities undertaken, including fiscal controls and reporting;
  - Increased and enhanced communications and community engagement, including development of a framework for Countywide cultural arts resource identification and planning;
  - Targeted PlacerArts Board recruitment efforts and requested liaison representatives to/from PlacerArts and its partner arts organizations throughout the County.
- **Expand Capacity:** Increase the promotion, awareness of and participation in PlacerArts and partner arts agency programs to provide for program growth in the number and diversity of individuals participating as arts audience members, visitors to arts events, students, artists, businesses, and as volunteers. Program participation growth provides for:
  - Increased economic development of the arts from maintaining and expanding opportunities for the arts to generate more income for both for artists and for businesses benefiting from arts creation/production and cultural tourism;
  - Increased provision of arts in education through direct arts instruction and through partnership with other arts education providers and agencies;
  - Increased opportunities for arts participation as art creators, arts audiences/consumers and as volunteers, which provide social, community and personal enrichment benefits.
- **Deepen Capacity:** Increase program partnerships and activities across the whole of Placer County's geographic areas, communities and populations, including
  - Increased access across age groups, to under-represented groups, and to persons with special needs and/or access limitations, including physical, economic and social barriers;
  - Focus on creating greater understanding of the values of arts and culture through increased arts programming and information that enhances the understanding and appreciation of art and its diversity of expression, including multi-cultural art, and through identification and dissemination of information on Countywide cultural arts resources;
  - Increased and enhanced communications and participation with arts agency partners and community engagement through expanded outreach and strengthened, open and interactive partnerships.
- **Review Capacity:** Increase review, assessment/evaluation, and response processes, focusing on:
  - Management and fiscal operations, including cost effectiveness and reporting;
  - Program activities, including identifying community needs, and determining, prioritizing and securing resources for ongoing and new initiatives/programs that address those needs;
  - Enhanced, frequent and interactive communication of actions considered, taken and planned, including with partner arts agencies, PlacerArts members and the public.

EXHIBIT "C"

ARTS COUNCIL OF PLACER COUNTY, INC. D.B.A. PLACERARTS  
PAYMENT SCHEDULE

July 9, 2015	\$125,000
January 15, 2016	<u>\$75,000</u>
Total:	\$200,000

Note: Quarterly progress reports identifying progress in implementation of strategies and program outcomes will be provided by the Arts Council in a form agreed upon by County and Arts Council.

