



MEMORANDUM
OFFICE OF THE
COUNTY EXECUTIVE OFFICE
COUNTY OF PLACER

TO: Honorable Board of Supervisors

FROM: Thomas M. Miller, County Executive Officer
By: Bryan Hacker, Budget Analyst

DATE: September 26, 2006

SUBJECT: Contract with Arts Council of Placer County

ACTION REQUESTED

That your Board authorizes the County Executive Officer to sign the attached contract with the Arts Council of Placer County in the amount of \$150,000 for the period of July 1, 2006 through June 30, 2007.

BACKGROUND

The Arts Council of Placer County serves as Placer County's local partner in the State/Local Partnership Program to foster the performing and visual arts in California. The attached contract in the amount of \$150,000 will provide funding for arts activities and promotions for the 2006-2007 Fiscal Year. A copy of the program's scope of work and the contract are attached.

FISCAL IMPACT

Funds are budgeted and available in the FY 2006-07 Final Budget for Community and Agency Support to fund the contract with the Arts Council of Placer County.

CONTRACT NO. _____

PLACER COUNTY EXECUTIVE OFFICE
SERVICE AGREEMENT

BEGINS: 7/1/2006
ENDS: 6/30/2007

WHEREAS, the Arts Council of Placer County, 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 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, 2006, through June 30, 2007.
2. COUNTY allocates for use by CONTRACTOR the sum of \$150,000 subject to the terms and conditions of this Agreement, as set forth in the "Scope of Work" attached hereto as Exhibit "A", and the Budget attached hereto as "Exhibit B" incorporated herein by reference.
3. This contract amount is valid and enforceable only if sufficient funds are available in the 2006/2007 County Budget. It is mutually agreed that if sufficient funds are not available for this contract, the contract and budget shall be amended unilaterally by the COUNTY to reflect any reduction in funds. 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 judgements, 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:

(a) CONTRACTOR shall, throughout the period of this Agreement, provide liability insurance covering all operations, including but not limited to premises and vehicles. The minimum limit for bodily injury to a person or persons and for property damage shall not be less than a combined single limit of one million dollars (\$1,000,000). The policy of insurance for both general liability and auto liability shall include the County of Placer, its officers, and employees as additional insured. The policy shall provide at least ten (10) days written notice to the County of Placer of cancellation or material change of the policy.

(b) CONTRACTOR shall, upon execution of this Agreement, file with the COUNTY certificates of general liability and auto liability insurance wherein said policies shall evidence that the insurance is in full force and effect and in compliance with this Agreement. A certificate evidencing said insurance coverage shall be filed with the Placer County Executive Office.

Such liability insurance shall indemnify CONTRACTOR against loss from liability imposed by law upon or assumed under contract by CONTRACTOR, or its subcontractors. The policy shall be on a Comprehensive General Liability form including the comprehensive general liability supplemental coverage endorsement, written by underwriters through an agency satisfactory to the COUNTY.

(c) CONTRACTOR shall throughout the period of this Agreement maintain in full force and effect a policy of worker's compensation insurance covering all of its employees, officers, and agents. A certificate evidencing said insurance coverage shall be filed with the Placer County Executive Office.

(d) CONTRACTOR agrees that persons performing services for or on behalf of CONTRACTOR shall be solely officers, agents or employees of CONTRACTOR and not employees or agents of the COUNTY. CONTRACTOR shall be solely responsible for the salaries and other benefits including worker's compensation insurance.

7. 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.

8. 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.

9. CONTRACTOR shall in no instance expend funds or use resources derived from this Agreement for any political activity.

10. COUNTY shall pay to CONTRACTOR the sum of ONE HUNDRED FIFTY THOUSAND (\$150,000), subject to the terms and conditions stated herein.

11. 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.

12. 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.

13. CONTRACTOR shall throughout the term of this Agreement remain registered as a non-profit corporation with the Secretary or 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: _____
Thomas M. Miller
County Executive Officer

Dated:

By: _____
Angela Tahti
Executive Director
The Arts Council of Placer County

Dated: 8/18/06

By: _____
Anu Vuorikoski-Bullis
Treasurer, Board of Trustees
The Arts Council of Placer County

Dated: 8/18/06

Approved:

By: _____
Placer County Counsel

Dated:

SCOPE OF WORK AND OBJECTIVES
FY 2006-2007

"Funds provided to the Arts Council of Placer County (ACPC) will be used to promote and encourage interest and participation in the Arts within Placer County."

These "Arts" include, but are not limited to: arts in education, multi-cultural arts, cultural tourism and economic development, a Regrant program, art exhibitions, concerts, poetry, and publication of a bimonthly arts newsmagazine.

The ACPC will fulfill this role by operating an office and ancillary spaces for the purpose of rotating art exhibits, artist-in-residency programs and other presentations such as performing arts. The arts office will also function as a referral point and resource center for the residents of and visitors to the communities of Placer County.

The ACPC will administer a Regrant program that extends outreach and support to all corners of the County. The objective is to fund programs of high artistic quality that will have a visible and significant impact in the surrounding community.

The ACPC will sponsor and initiate multicultural programs such as, The Arts Spectrum Series, that promote local ethnic groups such as the Maidu, Japanese American, Latino, African-American for the purpose of cross-cultural exchange.

The ACPC will promote and support Arts in Education programs such as, the LAEP (Local Arts Education Partnership) and Arts Work programs, "stART" (short term Artist in Resident Team), K:PASA (art for youth in foster placement), and C.R.E.A.T.E. (Choosing to Realize and Explore the Arts Through Experience) youth apprenticeship in the creative professions program. These educational programs are designed to enhance the under-served schools' arts curriculum, afford creative outlets for students at risk, and provide guidance and training in the arts education to public school teachers, administrators, and professional artists.

The ACPC will publish and distribute *Perspectives*, a bimonthly arts newsmagazine that provides pertinent information about upcoming art events, exhibitions, reviews, opportunities and human interest stories.

The ACPC will maintain contact with local arts organizations, performing arts centers, businesses, schools, and galleries to provide services as set forth in this contract.

The above objectives will be accounted for as follows:

1. The ACPC will retain professional bookkeeping service to assure that all contract obligations are accounted for in a manner acceptable to Placer County.
2. The ACPC shall prepare an annual financial report on all funds administered during the term of this contract. This report shall be sent to Placer County within sixty (60) days of the close of the fiscal year.
3. The ACPC shall prepare an annual written report to Placer County, due within sixty (60) days of the close of the fiscal year. The annual report shall describe the activities of the ACPC and shall document the programs and amount of funding used under this contract.
4. The ACPC 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.

Funding made available to the ACPC through this contract will be used in direct relationship to the cost of: Payroll, Facilities, Production of the *Perspectives* newsmagazine, the Regrant Program, Tourism and Economic Development, Multicultural Arts and Arts Education.

ARTS COUNCIL OF PLACER COUNTY, INC.
BUDGET FOR 2006-2007

PAYROLL	Director	\$ 24,375
	Staff	18,875
	Payroll Taxes	<u>5,875</u>
	Sub-Total Payroll	\$ 49,125
FACILITY	Rent and Utilities	\$ 27,000
NEWSMAGAZINE	Production	\$ 25,625
	Circulation	<u>2,000</u>
	Sub-Total Newsmagazine	\$ 27,625
REGRANT PROGRAM		\$ 25,000
TOURISM AND DEVELOPMENT		\$ 13,000
MULTICULTURAL ARTS		\$ 3,750
ARTS EDUCATION		<u>\$ 4,500</u>
TOTAL BUDGET 2006-2007		\$150,000
