



City Council Chambers
Vallejo City Hall
555 Santa Clara Street
Vallejo, CA 94590
www.cityofvallejo.net

AGENDA

COMMISSION ON CULTURE & THE ARTS REGULAR MEETING 6:00 P.M. – 8:00 P.M. August 24, 2020

CHAIR
Dalia Vidor
COMMISSIONERS
Trevor Allen, Vice Chair
Stacey Loew
Ken Mullen
Paul Boneberg
Askari Sowonde
Andrea Hernandez

This AGENDA contains a brief general description of each item to be considered. The posting of the recommended actions does not indicate what action may be taken. If comments come to the Commission on Culture & the Arts without prior notice and are not listed on the AGENDA, no specific answers or response should be expected at this meeting per State law.

Pursuant to the Government Code Section 54954.3 (The Brown Act), members of the public shall be afforded the opportunity to speak on any agenda item of interest to them provided they are first recognized by the presiding officer. Members of the public wishing to be so recognized are requested to submit a completed speaker card to the Executive Secretary of the Commission prior to the consideration of the item.

Those wishing to address Commission on Culture & the Arts on any matter for which another opportunity to speak is not provided on the AGENDA but which is within the jurisdiction of the Commission on Culture & the Arts to resolve may come forward to the podium during the "COMMUNITY FORUM" portion of the AGENDA.

Members of the public have the right to speak on any item on this agenda. Those wishing to address the Commission on Culture & the Arts: 1) during the Community Forum are limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300; and 2) on a Consent Calendar item are limited to three minutes pursuant to Vallejo Municipal Code Section 2.02.310.

Notice of Availability of Public Records: All public records relating to an open session item, which are not exempt from disclosure pursuant to the Public Records Act, that are distributed to a majority of the commissioners will be available for public inspection at the City Clerk's Office, 555 Santa Clara Street, 3rd Floor, Vallejo, CA at the same time that the public records are distributed or made available to the commissioners. Such documents may also be available on the City of Vallejo website at <http://www.cityofvallejo.net> subject to staff's ability to post the documents prior to the meeting. Information may be obtained by calling (707) 648-4527.

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Vallejo City Hall is ADA compliant. Devices for the hearing impaired are available from the City Clerk. Requests for disability related modifications or accommodations, aids or services may be made by a person with a disability to the City Clerk no less than 72 hours prior to the meeting as required by Section 202 of the Americans with Disabilities Act of 1990 and the federal rules and regulations adopted in implementation thereof.

1. **CALL TO ORDER – 6:00 p.m.**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **COMMUNICATIONS**
 - A. City Council Liaison Report
 - B. Commission Liaison Report

5. PRESENTATIONS - 6:10 p.m.

- A. None

7. COMMUNITY FORUM – 6:10 p.m.

Anyone wishing to address the commission on any matter for which another opportunity to speak is not provided on the agenda, and which is within the jurisdiction of the commission to resolve, is requested to submit a completed speaker card to the Executive Secretary of the Commission. When called upon, each speaker should state his /her name, and address for the record. The conduct of the community forum shall be limited to a maximum of fifteen (15) minutes, with each speaker limited to three minutes pursuant to Vallejo Municipal Code Section 2.20.300.

8. APPROVAL OF AGENDA – 6:25 p.m.

A. Approval of Agenda

Recommendation: By motion, approve the March 23, 2020 agenda.

9. APPROVAL OF MINUTES – 6:25 p.m.

B. Approval of Minutes

Recommendation: By motion, approve the minutes from the February 24, 2020 meeting.

10. ACTION CALENDAR

A. Administration of Program Funding – 6:30 p.m.

Review the executed Professional Services Agreement between the City of Vallejo and Vallejo Community Arts Foundation that includes the recommendations of the Ad-Hoc Committee to have VCAF administer up to twenty grants and allocating twenty percent of the FY 2019-20/FY 2020-21 program funding for administration.

Recommendation: By motion, accept the recommendations of the Ad-Hoc Committee on the number of grants awarded and percentage of FY 2019-20 allocation for administration.

B. Discussion on Draft Public Art Funding Policy – 6:50 p.m.

Review the draft Public Art Funding Policy recommendations of the Ad Hoc Committee and receive additional input to include in the draft policy.

Recommendation: By motion, accept the recommendations of the Ad-Hoc Committee and additional input from the Commission. Request Council Liaison to request Public Art Funding Policy be placed on a future City Council agenda.

12. FUTURE AGENDA ITEMS – 7:20 p.m.

A. Addition of items to Future Agenda List

- Gift Policy
- CCRC presentation

- Vallejo Artists Collective Gallery/Temple Art Lofts Community Gallery
- Art of Peace Update
- Artwalk Update
- Century 14 Theaters/Fathom cultural events
- African American Alliance
- Naval Museum
- Mad Hatter Presentation

12. NEXT SCHEDULED MEETING DATE: TBD

13. ADJOURNMENT – 8:00 p.m.

ADDITIONAL CITY INFORMATION

Members of the public can:

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Sign up to receive City updates and get connected with your neighbors on Nextdoor (www.nextdoor.com)

I, Annette Taylor, do hereby certify that we have caused a true copy of the above notice and agenda to be delivered to each of the members of the Commission on Culture & The Arts, at the time and in the manner prescribed by law and that this agenda was posted at City Hall, 555 Santa Clara Street, CA at 5:30 p.m., August 19, 2020.

Dated: Wednesday, August 19, 2020

Annette Taylor

Annette Taylor, Staff Liaison



City Council Chambers
Vallejo City Hall
555 Santa Clara Street
Vallejo, CA 94590
www.cityofvallejo.net

MINUTES

COMMISSION ON CULTURE & THE ARTS REGULAR MEETING 6:00 P.M. – 8:00 P.M. February 24, 2020

CHAIR
Dalia Vidor
COMMISSIONERS
Trevor Allen, Vice Chair
Stacey Loew
Ken Mullen
Paul Boneberg
Askari Sowonde
Andrea Hernandez

1. CALL TO ORDER – 6:00 p.m.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Dalia Vidor, Chair, Trevor Allen, Vice Chair, Stacey Loew, Askari Sowonde, Paul Boneberg, Ken Mullen, Andrea Hernandez

4. COMMUNICATIONS

A. City Council Liaison Report – None

B. Commission Liaison Report – February 25, 2020, 7 p.m. City Council Meeting, CAC Work Plan and Goals; March 4, 2020, at 6 p.m. Boards & Commissions Appreciation Dinner; May CAC meeting held on May 27, 2020 due to May 25th being a holiday

5. PRESENTATIONS

A. None

6. COMMUNITY FORUM

Nicole Hodge, Provisions, grant request for 2nd Friday Artwalk Salsa in the Street – 300 block Virginia Street

Jean Cherie, update on Genius Girl, interacting with the community

7. APPROVAL OF AGENDA

Commissioner Allen moved and Commissioner Hernandez seconded to approve the February 24, 2020 agenda with correction of the dates of the agenda and amendments. Approved unanimously, 7-0.

8. APPROVAL OF MINUTES

Commissioner Vidor moved and Commissioner Mullen seconded to accept the minutes. Approved unanimously, 7-0

9. ACTION CALENDAR

A. Administration of Program Funding

Members of the Ad-Hoc Committee provided an overview of their meeting with VCAF. Topics discussed included to start the process earlier, compensation, work with applicants, draft a budget template, create a point system for proposals, timeline from applicant, and have the awardees provide a report.

Chair Vidor moved and Commissioner Mullen seconded to contract with VCAF to be the administrator of the second round of grants. Approved unanimously, 7-0.

B. Discussion on Distribution of \$100,000 FY 2019-20 Allocation

Members of the Ad-Hoc Committee provided an overview of their meeting. Discussion included have the funds go as far as possible, the increments of funding, encouragement of youth participation, the potential number of grants, the percentage of funds allocated to the administrator, community outreach.

Commissioner Hernandez moved and Commissioner Allen seconded to recommend allocation in increments of \$2,500, \$5,000 and \$10,000 and the administration fee would be no more than twenty percent. Approved unanimously, 7-0.

C. Discussion on General Plan 2040 Arts and Culture Element

Commissioners discussed the elements of General Plan 2040. Commission has a draft of a long term funding for the arts to be reviewed at the March meeting to give the new commissioners an opportunity to review and comment. Also recommended that the draft gift policy be reviewed at the March meeting. After review, request Council Liaison to schedule on future City Council agenda.

10. INFORMATION ITEMS, ACTIVITY REPORTS, AND ANNOUNCEMENTS

A. Arts & Entertainment Calendar Analytics

Report in the packet

11. FUTURE AGENDA ITEMS

- General Plan Art Element
- Art walk Update
- CAC Goals
- Art in Storage
- Long term funding for the arts
- Gift Policy
- Inventory of city art

12. NEXT SCHEDULED MEETING DATE: March 23, 2020

13. ADJOURNMENT – 8:02 p.m.

ATTESTED:

DALIA VIDOR, CHAIR

ANNETTE TAYLOR, STAFF LIAISON

PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF VALLEJO AND
VALLEJO COMMUNITY ARTS FOUNDATION

This Consultant and Professional Services Agreement ("Agreement") is made at Vallejo, California, dated for reference this 15 day of June, 2020, by and between the City of Vallejo, a municipal corporation ("City"), and Vallejo Community Arts Foundation, a 501(c)3 nonprofit organization, hereinafter referred to as "Consultant", who agree as follows:

1. **Services.** Subject to the terms and conditions set forth in this Agreement, Consultant shall provide the City professional services as specified in Exhibit A, entitled "Scope of Work."
2. **Payment.** City shall pay Consultant for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B, entitled "Compensation." The payments specified in Exhibit B shall be the only payments to be made to Consultant for services rendered pursuant to this Agreement.
3. **Facilities and Equipment.** Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
4. **Indemnification.** Consultant shall indemnify, hold harmless, and defend City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, Consultant's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with Consultant's operations, or any subcontractor's operations, to be performed under this agreement for Consultant's or subcontractor's tort negligence including active or passive, or strict negligence, including but not limited to personal injury including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons and/or damage to property of anyone, including loss of use thereof, caused or alleged to be caused by any act or omission of Consultant, or any subcontractor, or anyone directly or indirectly employed by any of them or anyone for the full period of time allowed by the law, regardless to any limitation by insurance, with the exception of the sole negligence or willful misconduct of the City.

The provisions of this section shall survive the expiration or termination of this Agreement.

5. **Insurance Requirements.** Consultant agrees to comply with all of the Insurance Requirements set forth in Exhibit C, entitled "Insurance Requirements

for Consultant." Failure to maintain required insurance at all times shall constitute a default and material breach.

6. Accident Reports. Consultant shall immediately report (as soon as feasible, but not more than 24 hours) to the City Risk Manager any accident or other occurrence causing injury to persons or property during the performance of this Agreement. The report shall be made in writing and shall include, at a minimum: (a) the names, addresses, and telephone numbers of the persons involved, (b) the names, addresses, and telephone numbers of any known witnesses, (c) the date, time, and description of the accident or other occurrence.

7. Conflict of Interest. Consultant warrants and represents that to the best of its knowledge, there exists no actual or potential conflict between Consultant's family, business, real property or financial interests and the services to be provided under this Agreement. Consultant shall comply with the City of Vallejo Conflict of Interest Code and not enter into any contract or agreement during the performance of this Agreement which will create a conflict of interest with its duties to City under this Agreement. In the event of a change in Consultant's family, business, real property, or financial interests occurs during the term of this Agreement that creates an actual or potential conflict of interest, then Consultant shall disclose such conflict in writing to City. Every individual who performs services on behalf of Consultant pursuant to this Agreement must file a full Statement of Economic Interests (also known as Form 700) with the City Clerk if the work of the individual involves making a governmental decision whether to issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement; authorizes the City to enter into, modify, or renew a contract; grants City approval of specifications for a contract; adopts or approves for the City any policy, standard or guideline; lobbies on behalf of the City, or performs the same or substantially all the same duties for the City that would otherwise be performed by an individual holding a position specified in the City's Conflict of Interest Code.

8. Independent Contractor. Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents, or subcontractors, if any, is an employee of City by virtue of this Agreement or performance of any services pursuant to this Agreement. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, City shall not have the right to control the means by which Consultant accomplishes services pursuant to this Agreement.

9. Licences, Permits, Etc. Consultant represents and warrants to City that all Consultant services shall be provided by a person or persons duly licensed by the State of California to provide the type of services to be performed under this Agreement and that Consultant has all the permits, qualifications and approvals of whatsoever nature which are legally required for Consultant to practice its

profession. Consultant represents and warrants to City that it shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Consultant to practice its profession.

10. Business License. Consultant, and its grantees, has obtained or agrees to apply prior to performing any services under this Agreement to City's Finance Department for a business license, pay the applicable business license tax and maintain said business license during the term of this Agreement. The failure to obtain such license shall be a material breach of this Agreement and grounds for termination by City. No payments shall be made to Consultant until such business license(s) has been obtained.

11. Standard of Performance. Consultant shall provide products and perform all services required pursuant to this Agreement in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised under similar conditions by a member of Consultant's profession currently practicing in California.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work, including without limitation applicable federal, state, and local laws and regulations, and all other contingencies or considerations.

Consultant's responsibilities under this section shall not be delegated. Consultant shall be responsible to City for acts, errors, or omissions of Consultant's grantees.

Consultant is responsible for making an independent evaluation and judgment of all conditions affecting performance of the work and shall prepare plans, reports, and/or other work products in such a way that additional costs will not be incurred beyond a project budget approved or amended by the City Manager or his or her designee.

Whenever the scope of work requires or permits review, approval, conditional approval or disapproval by City, it is understood that such review, approval, conditional approval or disapproval is solely for the purposes of administering this Agreement and determining whether the Consultant is entitled to payment for such work, and not be construed as a waiver of any breach or acceptance by the City of any responsibility, professional or otherwise, for the work, and shall not relieve the Consultant of responsibility for complying with the standard of performance or laws, regulations, industry standards, or from liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Consultant.

12. Force Majeure. Neither party shall be considered in default of this

Agreement to the extent performances are prevented or delayed by causes or circumstances beyond either party's reasonable control, such as war, riots, strikes, lockouts, work slowdown or stoppage, acts of God, such as floods or earthquakes, and electrical blackouts or brownouts.

In the event that the Consultant is unable to meet the completion date or schedule of services, Consultant shall immediately inform the City Representative of this in writing. If additional time is required to perform the work, the City Representative may adjust the schedule.

13. Time is of the Essence. Time is of the essence in this Agreement. Any reference to days means calendar days, unless otherwise specifically stated.

14. Personnel. Consultant agrees to assign only competent personnel according to the reasonable and customary standards of training and experience in the relevant field to perform services under this Agreement. Failure to assign such competent personnel shall constitute grounds for termination of this Agreement.

The payment made to Consultant pursuant to this Agreement shall be the full and complete compensation to which Consultant and Consultant's officers, employees, agents, and grantees are entitled for performance of any work under this Agreement. Neither Consultant nor Consultant's officers or employees are entitled to any salary or wages, or retirement, health, leave or other fringe benefits applicable to employees of the City. The City will not make any federal or state tax withholdings on behalf of Consultant. The City shall not be required to pay any workers' compensation insurance on behalf of Consultant.

Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

15. Consultant Not Agent. Except as authorized under this Agreement or as City may authorize in a letter of authorization signed by the City Manager or his or her designee, Consultant shall have no authority, express or implied to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, under this Agreement, to bind City to any obligation whatsoever.

16. Term. The term of this Agreement shall commence on April 27, 2020 and shall continue in full force and effect until April 27, 2021.

City shall, at its discretion, have the right to extend the term of this Agreement, in intervals of 90 days, by written notice to Consultant. The total duration of this Agreement, including the exercise of any options under this section, shall not

exceed 18 months.

If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is contingent on the appropriation of funds for such purpose by the City Council of the City of Vallejo. If funds to effect such continued payment are not appropriated, Consultant agrees to terminate any services supplied to City of Vallejo under this Agreement, and relieve City of any further obligation therefore.

17. Termination or Abandonment by City. The City has the right, at any time and in its sole discretion, to terminate or abandon any portion or all of the services to be provided under this Agreement by giving 30 day notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further work except as specified in the notice. Before the date of termination, Consultant shall deliver to City all City records and documents, all work product, whether completed or not, as of the date of termination and not otherwise previously delivered.

The City shall pay Consultant for services performed in accordance with this Agreement before the date of termination. If this contract provides for payment of a lump sum for all services or by task and termination occurs before completion of the work or any defined task which according to the performance schedule was commenced before the notice of termination, the fee for services performed shall be based on an amount mutually agreed to by City and Consultant for the portion of work completed in conformance with this Agreement before the date of termination. In addition, the City will reimburse Consultant for authorized expenses incurred and not previously reimbursed. The City shall not be liable for any fees or costs associated for the termination or abandonment except for the fees, and reimbursement of authorized expenses as listed in the Scope of Work, payable pursuant to this section.

18. Products of Services. The work product, including without limitation, all writings, work sheets, reports, recordings, drawings, files, detailed calculations and other work products, whether complete or incomplete, of Consultant resulting from services rendered pursuant to this Agreement, shall become the property of City. Consultant agrees that all copyrights which arise from creation of the work under this Agreement shall be vested in the City and waives and relinquishes all claims to copyright or other intellectual property rights in favor of the City. City acknowledges that its use of the work product is limited to the purposes contemplated by the scope of work and that the Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

Documents submitted to the City in electronic format shall be formatted according to specifications provided by the City, or if not otherwise specified, in Microsoft Word, Excel, PowerPoint or other Microsoft Office Suite (2002) format as

appropriate for the particular work product or, if directed by the City Representative in Adobe Acrobat PDF format.

19. Cooperation by City. City shall, to the extent reasonable and practicable, assist and cooperate with Consultant in the performance of Consultant's services hereunder.

20. Assignment and Subcontracting. Consultant shall not subcontract, assign or transfer voluntarily or involuntarily any of its rights, duties or obligation under this Agreement without the express written consent of the City Manager or his or her designee in each instance. Any attempted or purported assignment of any right, duty or obligation under this Agreement without said consent shall be void and of no effect.

If subcontracting of work is permitted, Consultant shall pay its subcontractor within ten (10) days of receipt of payment by City for work performed by a subcontractor and billed by the Consultant. Use of the term subcontractor in any other provision of this contract shall not be construed to imply authorization for Consultant to use subcontractors for performance of any service under this Agreement.

The City is an intended beneficiary of any work performed by Consultant's subcontractor for purposes of establishing a duty of care between the subcontractor and City.

Any subcontractor or assignee consented to by City shall be bound by all terms and conditions of this agreement and the same shall be incorporated into and made a part of any assignment or subcontractor agreement.

21. Successors and Assigns. All terms, conditions, and provisions of this Agreement shall apply to and bind the respective heirs, executors, Consultants, successors, and assigns of the parties. Nothing in this section is intended to affect the limitation on assignment.

22. Non-Discrimination/Fair Employment Practices.

(a) Consultant shall not, because of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation of any person, refuse to hire or employ, or to bar or discharge from employment, or to discriminate in compensation, or in terms, conditions or privileges any person, and every employee will receive equal opportunity for employment and shall be granted equal treatment with respect to compensation, terms, conditions or other privileges of employment, without regard to his race, religious creed, color, sex, national origin, ancestry, or disability, medical condition, age, marital status or sexual orientation.

Consultant warrants and represents it is an equal opportunity employer and agrees it shall not discriminate on the basis of race, religious creed, color, sex, national origin, ancestry, disability, medical condition, age, marital status or sexual orientation in the selection and retention of employees, subcontractors or procurement of materials or equipment.

In all solicitations either by competitive bidding or negotiations made by Consultant for work to be performed under any subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by Consultant of Consultant's obligation under this Agreement relative to nondiscrimination and fair employment practices.

Consultant shall include the above provisions of this section in every subcontract, including procurement of materials or equipment.

(b) Consultant agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, the Americans with Disabilities Act of 1990, any other applicable federal and state laws and regulations and City ordinances and regulations hereinafter enacted.

23. Notices. All notices or instruments required to be given or delivered by law or this Agreement shall be in writing and shall be effective upon receipt thereof and shall be by personal service or delivered by depositing the same in any United States Post Office, registered or certified mail, postage prepaid, addressed to:

If to City:	Annette Taylor Senior Community Development Analyst Economic Development Division 555 Santa Clara Street Vallejo, CA 94590
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If to Consultant:	Renay Conlin Executive Director Vallejo Community Arts Foundation P.O. Box 4099 Vallejo, CA 94590
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Any party may change its address for receiving notices by giving written notice of such change to the other party in accordance with this section.

Routine administrative communications shall be made pursuant to section 1 of Exhibit A.

24. Integration Clause. This Agreement, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written

understanding they may have had prior to the execution of this Agreement. This Agreement shall not be amended or modified except by a written agreement executed by each of the parties hereto.

25. Severability Clause. Should any provision of this Agreement ever be deemed to be legally void or unenforceable, all remaining provisions shall survive and be enforceable.

26. Law Governing. This Agreement shall in all respects be governed by the law of the State of California without regard to its conflicts of law rules. Litigation arising out of or connected with this Agreement shall be instituted and maintained in the courts of Solano County in the State of California or in the United States District Court, Eastern District of California, Sacramento, California, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.

27. Waiver. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent or any other right hereunder.

28. Ambiguity. The parties acknowledge that this is a negotiated agreement, that they have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms and conditions of this Agreement are not to be construed against any party on the basis of such party's draftsmanship thereof.

29. Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identifications of the person or persons, firm or firms, corporation or corporations may require.

30. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

31. Compliance with Laws. Consultant will comply with all statutes, regulations and ordinances in the performance of all services under this Agreement.

32. Confidentiality of City Information. During the performance of services under this Agreement, Consultant may gain access to and use City information regarding, but not limited to, procedures, policies, training, operational practices, and other vital information (hereafter collectively referred to as "City Information") which are valuable, special and unique assets of the City. Consultant agrees that it will not use any information obtained as a consequence of the performance of services under this Agreement for any purpose other than fulfillment of

Consultant's scope of work , to protect all City Information and treat it as strictly confidential and proprietary to City, and that it will not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party, other than its own employees, agents or subcontractors who have a need for the City Information for the performance of services under this Agreement, without the prior written consent of City, or as required by law.

Consultant shall treat all records and work product prepared or maintained by Consultant in the performance of this Agreement as confidential.

A violation by Consultant of this section shall be a material violation of this Agreement and will justify legal and/or equitable relief.

Consultant's obligations under this section shall survive the completion of services, expiration or termination of this Agreement.

33. News and Information Release. Consultant agrees that it will not issue any news releases in connection with either the award of this Agreement, or any subsequent amendment of or efforts under this Agreement, without first obtaining review and approval of said news releases from City through the City Representative.

34. City Representative. The City Representative specified in Exhibit A, or the representative's designee, shall administer this Agreement for the City.

35. Counterparts. The parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.

36. Facsimile Signature; Electronic Signature. This Agreement shall be binding upon the receipt of facsimile signatures or e-mailed by PDF or otherwise. Any person transmitting his or her signature by facsimile or electronically shall promptly send an original signature to the other party pursuant to the notice provision of this Agreement. The failure to send an original shall not affect the binding nature of this Agreement.

37. Authority. The person signing this Agreement for Consultant hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of Consultant.

38. Exhibits. The following exhibits are attached hereto and incorporated herein by reference:

Exhibit A, entitled "Scope of Work," including any attachments

Exhibit B, entitled "Compensation," including any attachments

Exhibit B, entitled "Insurance Requirements," including attachments

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year shown below the name of each of the parties.

VALLEJO CULTURAL ARTS
FOUNDATION,
a 501(c)3 nonprofit

CITY OF VALLEJO,
a municipal corporation

By: 
Timothy MacDonald
Board Member

DocuSigned by:

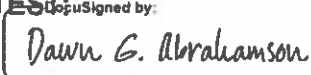
By: C4FD8DE223924B1
Greg Nyhoff
City Manager

DATE: April 15, 2020

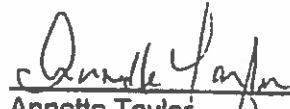
DATE: 6/15/2020

Vallejo Business License No.

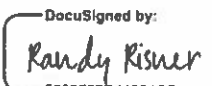
(City Seal)

ATTEST
DocuSigned by:

By: 1489DDA6685D425
Dawn Abrahamson
City Clerk

APPROVED AS TO CONTENT:


Annette Taylor
Senior Community Development Analyst

APPROVED AS TO FORM:

DocuSigned by:

By: 5852F87D44224CC
Randy J. Risner
Interim City Attorney

APPROVED AS TO INSURANCE:

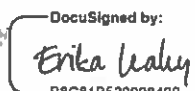
DocuSigned by:

By: B8C81B520988400
Erika Leahy
Risk Manager

EXHIBIT A
SCOPE OF WORK

1. Representatives.

The City Representative for this Agreement is:

Annette Taylor
Senior Community Development Analyst
Economic Development Division
555 Santa Clara Street
Vallejo, CA 94590
(707) 649-3510
annette.taylor@cityofvallejo.net

The Consultant's Representative for this Agreement is:

Renay Conlin, Executive Director
Vallejo Community Arts Foundation
P.O. Box 4099
Vallejo, CA 94590
707-346-7328
renayconlin@vallejoarts.org

All routine administrative communications between the parties will be between the above named representatives and may be by personal delivery, mail, or electronic mail as agreed between the Consultant Representative and City's Representative.

2. Services to be Provided. The services provided shall be as set forth in Attachment 1 of Exhibit A, attached hereto and incorporated herein by this reference.

3. Time for Performance. Consultant will perform the services according to the schedule in Attachment 1 of Exhibit A. If the schedule calls for the services to be performed in phases or discrete increments, Consultant shall not proceed from one phase or increment to the next without written authorization from the City's Representative. Consultant will complete all services by April 27, 2021.

Attachment 1 of Exhibit A

Grant Administration Services to be provided:

Consultant will be required to provide the following services, consistent with all terms approved on City of Vallejo Public Art Program, including but not limited to:

A. Coordination with Commission on Culture and the Arts

- 1) Coordination with the Commission on Culture and the Arts (CAC) at its regularly monthly meetings (4th Monday of the month) as well as any special meetings and/or ad-hoc committees, which will identify themes, types of projects, locations, restrictions, preferences, and number of projects to be implemented with one-time total funding of \$100,000, \$80,000 of which will be granted to the community.
- 2) Objective presentation of proposals to the CAC for funding recommendations. Final recommendations by the CAC will be submitted by City staff to the City Council for final funding allocations.
- 3) CAC shall not make determinations or recommendations on specific artwork content, but rather only the method of art application. VCAF shall be responsible for selecting the content of the artwork through an independent working group, organized and facilitated by VCAF, without any voting rights by CAC members, City staff, or other persons operating as representatives of the City.

B. Outreach & Engagement

- 1) Outreach plan to solicit interest, bids, artwork submissions, idea submissions, concepts and proposals from the Vallejo community in response to any CAC-identified projects.
- 2) Networks, websites, list-serves, word-of-mouth, in-person outreach, and other strategies to communicate and disseminate information regarding call for artists and proposers for CAC-identified projects.

C. Contract Management

- 1) Contract directly with artists, event organizers, non-profit organizations or other entities directly selected for grant funding recommendations by the CAC.
 - a) NOTE: City will not be a party to these contracts.
- 2) Develop project deliverables and timelines/schedules for contract with artists/entities aligned with CAC recommendations, direction and City Council approval.

- 3) Ensure insurance, business licensing, and other requirements are maintained by contracted artists and entities, at City's discretion.
- 4) Ensure deliverables are met according to timelines and schedules, and that work product is at a quality expected by the CAC and the City.
- 5) Track receipts, invoices, and requests for payment and ensure records are available for City review upon request.
- 6) Ensure timely funding is available to ensure artists/entities are paid upon successful implementation of agreed-upon deliverables, with accompanying tax filings as required by law.
 - a) NOTE: City will not pay grantees (artists/entities) directly, but will provide funding to Consultant for disbursement according to Exhibit B, Section 2.B., and after individual and specific deliverables for each sub-grant are identified and incorporated into this agreement, at the sole discretion of the City.

Schedule and Milestones for Implementation:

A. Planning, Advertising, and Development of Grants

Timeline: 2-6 weeks of contract approval

1. In coordination with the ad-hoc committee of the Commission on Culture and Arts, develop and publicize one grant applications for applications for the following three themes:
 - i. Performing Arts
 - ii. Visual Arts
 - iii. Cultural Arts Events

The objective of the grant(s) program is to promote arts and culture broadly. Eligible applicants are required to be residents of and/or based in Vallejo. Funded projects are required to demonstrate a public benefit to Vallejo. That grant program will prioritize, but not exclude, established and ongoing arts and activities in Vallejo. Up to 20 grants can be awarded for a total of \$80,000 across the three themes.

2. Publicize the grant application(s) widely, including but not limited to social media, newsletters, posters, direct mail, and phone calls to known arts and cultural organizations.

3. Conduct one public workshop for artists, cultural groups, and arts organizations on how to apply for the City-funded Public Arts Grant Program. The workshop will also include strategies and grant opportunities for supplementing city funds as well as potentially help projects that do not receive city-funded.

Individual follow-up appointments will be made for additional help on applying for the City's Public Arts Grant Program as requested.

B. Recommendation of Grants and Development of Contracts
Timeline: 2-6 weeks from release of RFP

1. Organize and schedule up to three recommendation committees and meetings necessary to select applications for final funding by City Council. The Recommendation committee will be comprised of no more than three commission members and up to two additional community members.
2. Attend Culture and the Arts Commission meeting for final grants recommendations, as needed.
3. Select the content of the artwork through an independent working group, organized and facilitated by VCAF, without any voting rights by CAC members, City staff, or other persons operating as representatives of the City.
4. Develop project deliverables and timelines for all contracts with Consultants. Meet individually with Consultants, gather insurance certificates, invoices, Consultant schedules, and disburse first checks where appropriate and funded by the City of Vallejo. Contracts will be between VCAF and art program grantees, and should be consistent with all City requirements.

C. Administration of Grants
Timeline: 3 months to 1 year from selection of grantees

1. Attend at least two Commission on Culture and the Arts meeting to give a progress report during the funding cycle.
2. Monitor and ensure compliance of grant contracts. Ensure insurance, business licensing and other requirements are maintained by contracted artists and entities, at city's discretion. Make sure additional insured certificates are gathered where appropriate.

3. Follow-up with all grantees regularly through the course of each grants timeline to support successful implementation of grant funds. This can include individual Consultant-grantee meetings and additional workshops.
4. Provide ongoing book keeping and requests for payments and disburse money promptly through VCAF's professional book keeping service and create reports to city on a semiannual basis. Gather reporting data and File 1099's at the end of each year for all grantees.
5. Provide final written report and presentation on disbursement of funds and completion of all grants at the Commission on Culture and the Arts meeting.
6. Publicize grants and funding from the City of Vallejo and other sources, including newspapers and social media.
7. Regularly communicate with City staff, as needed, for the administration of the grants and to ensure compliance with City requirements and meet City needs.

EXHIBIT B

COMPENSATION

1. Consultant's Compensation.

A. Services: City agrees to pay Consultant, at the rate(s) specified below, for those services set forth in Exhibit A of this Agreement and for all authorized reimbursable expenses, for a total not to exceed One Hundred Thousand Dollars (\$100,000), Eighty Thousand (\$80,000) of which must be granted to the community as outlined in the Scope of Work and RFP.

Consultant shall notify City in writing no later than thirty (30) days prior to the estimated date when Consultant will have billed City the maximum payment amount permitted under this Agreement, and Consultant shall provide City with an estimate of the additional compensation required to complete the project.

2. Schedule of Payment

A. The City agrees to pay Consultant for grant administration services upon completion of deliverables as outlined below.

Deliverable	Date	City Payment
<i>A. Planning, Advertising, and Development of Grants</i> 1. Develop the RFP 2. Publicize the RFP	2-4 weeks from contract approval	\$5,000
<i>A. Planning, Advertising, and Development of Grants</i> 3. Conduct a public workshop on how to apply for the RFP and individual meetings with applicants as needed	4-6 weeks from contract approval	\$5,000
<i>B. Selection of Grants and Development of Contracts</i> 1. & 2. Select the grantees	2-6 weeks from publicizing the RFP	\$2,500
<i>B. Selection of Grants and Development of Contracts</i> 3. Develop the project deliverables and contract with grantees	2-6 weeks from publicizing the RFP	\$2,500
<i>C. Administration of Grants</i> 1. Up to 20 Grant Administration	3 months to 1 year	\$2,500
<i>C. Administration of Grants</i> Completion of the grant program	3 months to 1 year	\$2,500

B. Grant Funding Disbursement: Disbursement schedules and individual

grant-specific deliverables shall be identified for each individual sub-grant after project selection is complete, and recorded within this Agreement as a future exhibit. Any grant funding must be matched with specific deliverables that provide a clear public benefit. No disbursement or reimbursement for sub-grants shall be made until the sub-grant deliverables and schedules have been incorporated, as an exhibit to this agreement, at the sole discretion of the City.

3. Payments to Consultant.

A. Payments to Consultant shall be made within a reasonable time after receipt of Consultant's invoice, said payments to be made in proportion to services performed. Consultant may request payment on a monthly basis. Consultant shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of City.

B. All invoices submitted by Consultant shall contain the following information:

1. Description of services billed under this invoice
2. Date of Invoice Issuance
3. Sequential Invoice Number
4. City's Purchase Order Number (if issued)
5. Social Security Number or Taxpayer Identification Number
6. Amount of this Invoice (Itemize all Reimbursable Expenses")
7. Total Billed to Date

C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to Consultant for correction. City shall not be responsible for delays in payment to Consultant resulting from Consultant's failure to comply with the invoice format described above.

D. Request for payment shall be sent to:

Annette Taylor
Senior Community Development Analyst
Economic Development Division
555 Santa Clara Street
Vallejo, CA 94590
(707) 649-3510
annette.taylor@cityofvallejo.net

5. Accounting Records of Consultant. Consultant shall maintain for three (3) years after completion of all services hereunder, all records under this Agreement, including, but not limited to, records of Consultant's direct salary costs

for all Services and Additional Services performed under this Agreement and records of Consultant's Reimbursable Expenses, in accordance with generally accepted accounting practices. Consultant shall keep such records available for audit, inspection and copying by representatives of the City's Finance Department or other government agencies during regular business hours upon twenty four (24) hours' notice.

The obligations of Consultant under this section shall survive this Agreement.

6. Taxes. Consultant shall pay, when and as due, any and all taxes incurred as a result of Consultant's compensation or funding received hereunder, including estimated taxes, and shall provide City with proof of such payments upon request.

7. Taxpayer Identification Number. Consultant shall provide City with Consultant's complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service, and any other State or local tax identification number requested by City.

EXHIBIT C

INSURANCE REQUIREMENTS

Consultant shall procure and maintain for the duration of this Agreement, including any extensions thereto, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of services hereunder by the Consultant, their agents, representatives, or employees or grantees.

1. Minimum Scope of Insurance. Coverage shall be at least as broad as:

A. Insurance Services Office form number GL 0002 covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).

B. Insurance Services Office form number CA 0001 covering Automobile Liability, code 1 any auto and endorsement CA 0025.

C. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance. Consultant shall maintain limits no less than:

A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury, and property damage and \$2,000,000 aggregate. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

Consultant does not own or operate any automobiles. If Consultant operates automobiles in the scope of this contract, Consultant will provide proof of Auto Liability in the amount of \$1,000,000 per accident for bodily injury and property damage.

B. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If Consultant is not subject to California Workers' Compensation requirements, Consultant shall file a completed certificate of exemption form which may be obtained from the City prior to commencing any activity authorized hereunder.

3. Deductible and Self-Insured Retention. Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City of Vallejo, its officers, officials, employees and volunteers; or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Other Insurance Provisions. The general liability and automobile liability policies, as can be provided, are to contain, or be endorsed to contain, the following provisions:

A. The City of Vallejo, its officers, officials, employees, agents and volunteers are to be covered as additional insureds as respects; liability, including defense costs, arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City of Vallejo, its officers, officials, employees, agents or volunteers. The insurance is to be issued by companies licensed to do business in the State of California.

B. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City of Vallejo, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City of Vallejo, its officers, officials, employees, agents, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

C. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officers, officials, employees, agents, or volunteers.

D. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

F. The workers' compensation and employer's liability policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against City, its officers, officials, employees, agents

and volunteers, which might arise by reason of payment under such policy in connection with Consultant's performance under this Agreement.

5. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

6. Verification of Coverage. Consultant shall furnish the City with certificates of insurance and original endorsements effecting general and automobile liability insurance coverage required by this clause. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the City before work commences.

7. Grantees. VCAF will require grantees to provide proof of insurance and additional insured certificates of insurance, where appropriate, before receiving funds. At the sole discretion of VCAF, there may be one or more projects, or organizations, that VCAF chooses to cover with VCAF's liability insurance.

8. Payment Withhold. City will withhold payments to Consultant if the certificates of insurance and endorsements required in Paragraph F, above, are canceled or Consultant otherwise ceases to be insured as required herein.



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COMMERCIAL UMBRELLA POLICY DECLARATIONS

PRODUCER:

Vallejo Insurance Associates, LLC
P.O. Box 4446
Vallejo, CA 94590

POLICY NUMBER: 2020-04108-UMB

Item 1 NAME OF INSURED AND MAILING ADDRESS:

Vallejo Community Arts Foundation
P.O. Box 4099
Vallejo, CA 94590

Item 2 POLICY PERIOD:

FROM 2/2/2020 TO 2/2/2021

AT 12 01 A.M. STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

BUSINESS DESCRIPTION

Historic theater & productions

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.

Item 3 THE ANNUAL AND MINIMUM PREMIUM DUE AT INCEPTION:

\$3,116

Item 4 LIMITS OF INSURANCE:

a.	Each Occurrence (other than Directors' & Officers' Liability, Improper Sexual Conduct and Physical Abuse Liability, and Social Service Professional Liability)	4,000,000
	Each Wrongful Act - Directors' & Officers' Liability	Excluded
	Each Occurrence - Improper Sexual Conduct Liability	Excluded
	Each Occurrence - Social Service Professional Liability	Excluded
b.	Products Completed Operations Aggregate [(where applicable)]	4,000,000
c.	General Aggregate	4,000,000
d.	Directors' & Officers' Liability Aggregate	Excluded
e.	Improper Sexual Conduct Liability Aggregate	Excluded
f.	Social Services Professional Liability Aggregate	Excluded

Item 5 RETROACTIVE DATES - SEE SCHEDULE OF UNDERLYING INSURANCE

FORMS AND ENDORSEMENTS ATTACHED TO THIS POLICY AT INCEPTION (NUMBER AND EDITION DATE):
CU 21 33 01 15, NIAC-E42 UMB 09 19 SCHEDULE A 01 80 UMB 231 06 16, UMB 232 06 16, UMB-100 08 18, UMB61 05 13

COUNTERSIGNED: 2/10/2020

BY

Samuel C. D.

(AUTHORIZED REPRESENTATIVE)

THESE DECLARATIONS, THE ATTACHED SCHEDULE OF UNDERLYING INSURANCE, TOGETHER WITH THE ATTACHED SCHEDULE OF FORMS AND ENDORSEMENTS AND ANY FORMS AND ENDORSEMENTS WE MAY LATER ATTACH TO REFLECT CHANGES, MAKE UP AND COMPLETE THE ABOVE NUMBERED POLICY

Notice: This risk pooling contract is issued by a pooling arrangement authorized by California Corporations Code Section 5005.1. The pooling arrangement is not subject to all of the insurance laws of the State of California and is not subject to regulation by the Insurance Commissioner. Insurance guaranty funds are not available to pay claims in the event the risk pool becomes insolvent.

NIAC - UMB / 2-99



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SCHEDULE A - SCHEDULE OF UNDERLYING INSURANCE

POLICY NUMBER 2020-04108-UMB

CONTROL NUMBER: 04108

NAME OF INSURED: Vallejo Community Arts Foundation

TYPE OF POLICY	APPLICABLE LIMITS	INSURER POLICY #	APPLICABLE PERIOD
(A) Automobile Liability Business Auto	Bodily Injury and Property Damage Combined Single Limit Uninsured/Underinsured Motorist	N/A N/A	
(B) Commercial General Liability	Each Occurrence Limit General Aggregate Limit Products/Completed Operations Aggregate Limi Personal & Advertising Injury Limit Damage to Premises Rented to You (any one premises)	\$1,000,000 \$2,000,000 \$2,000,000 \$1,000,000 N/A	NIAC 2020-04108 02/02/2020 to 02/02/2021
(Does not include Terrorism Coverage - Certified Acts)			
(C) Social Service Professional Liability	Each Occurrence Limit Aggregate Limit	N/A N/A	
(D) Standard Workers Compensation & Employers Liability	Coverage B - Employers Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	N/A N/A N/A	Each Accident Each Employee Policy Limit
(E) Improper Sexual Conduct	Each Occurrence Limit General Aggregate Limit	N/A N/A	
(F) Directors' And Officers'	Each Wrongful Act Limit Aggregate Limit	N/A N/A	
(G) Liquor Liability	Each Common Cause Limit Aggregate Limit	\$1,000,000 \$1,000,000	NIAC 2020-04108 02/02/2020 to 02/02/2021
(Does not include Terrorism Coverage - Certified Acts)			
(H) Employee Benefits Liability	Each Employee Aggregate Limit	N/A N/A	



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INDEX OF FORMS ATTACHED TO THE POLICY

POLICY NUMBER: 2020-04108-UMB-NPO

NAME OF INSURED: Vallejo Community Arts Foundation

Page 1

UMBRELLA FORMS AND ENDORSEMENTS

FORM NUMBER/EDITION DATE

Exclusion of Terrorism	CU 21 33 01 15
Nuclear, Chemical and Biological Hazard Exclusion	NIAC-E42 UMB 09 19
Schedule A - Schedule of Underlying Insurance	SCHEDULE A 01 80
Privacy Liability and Cyber Coverage Exclusion	UMB 231 06 16
Medical Payments Exclusion	UMB 232 06 16
Commercial Umbrella Coverage Form	UMB-100 08 18
Employers' Liability Exclusion	UMB61 05 13

This list of forms is not part of the actual policy, but is for your information only.
Please refer to the policy(s) for actual limits, coverages and exclusions.

Draft Public Art Funding Policy

- **Chapter 3.60 - PUBLIC ART [AND CULTURAL BENEFIT] PROJECT FUND**

Sections:

- **3.60.010 - Fund created—Deposits.**

There is created pursuant to Section 713 of the Charter of the City of Vallejo an inviolate special trust fund to be known and referred to as the "public art [and cultural benefit] project fund" into which shall be deposited all moneys received by the city from any and all sources, public or private, in whatever form, including, but not limited to, appropriations by the city council, gifts, grants and proceeds of fund-raising events.

(Ord. 1448 N.C.(2d) § 1 (part), 2000.)

- **3.60.020 - Use of fund.**

The fund, both principal and interest earned thereon, shall be used only to support or underwrite, in whole or in part, the design, construction, installation and maintenance of public art projects, [and support for cultural benefit, including but not limited to Vallejo artists, arts and cultural organizations and events] as approved by the city council. Moneys deposited in the fund shall be used in accordance with any restrictions imposed by the donor or grantor and disbursed only in accordance with an authorization of the city council in the annual budget or by resolution. [Funds shall not be mixed with the General Fund.]

(Ord. 1448 N.C.(2d) § 1 (part), 2000.)

ADDENDA to 3.60

3.60.030 –Funding Streams and Monetary Contributions (INCLUDES ALL LANGUAGE BELOW)

The Commission on Culture and the Arts shall make Public Arts and Cultural Benefit fee recommendations to city council and maintain the Public Art Project Fund into which monetary contributions for Cultural Benefit and Public Art shall be deposited.

The Commission on Culture and the Arts shall assess and revise the Public Arts and Cultural Benefit fee annually by an amount equal to the Consumer Price Index for Vallejo as published by the United States Department of Labor. The revised amount shall be submitted to Council for adoption by ordinance.³

A. Capital Improvements. One and .33 percent (1.33%) of the Total Costs of Capital Improvement Projects shall be dedicated to Cultural Benefit and Public Art and shall be deposited into the Public Art Project Fund by the City official or employee acting on behalf of the Participating Bureau at the time the project is included in the city's capital improvement program.¹

B. Private Development. One and .33 percent (1.33%) of the Total Costs of Private Developments shall be devoted for a Cultural Benefit and Public Art on building site or shall be deposited into the Public Art Project Fund by Developer or employee acting on behalf of the Developer within one year of project approval. No allocation shall be made for eligible projects with an estimated expenditure of less than the threshold amount of \$300,000.²

1. Private nonresidential and non-live-work building developments with building development costs in excess of three hundred thousand dollars (\$300,000.00) and subject to design review approval pursuant to Section [Insert Section] shall devote an amount not less than one and .33 percent (1.33%) of such costs for acquisition and installation of publicly accessible art or incorporate a cultural space⁷ on the development site. Private residential and live-work building developments of twenty (20) or more units and subject to design review approval pursuant to Section [Insert Section] shall devote an amount not less than one-half of one percent (0.5%) of such costs for acquisition and installation of publicly accessible art on the development site.²

2. At the discretion of the owner or developer, and in lieu of developing an on-site public artwork, a Public Art Project Fund in-lieu contribution of one and .33 percent (1.33%) percent of development costs may be placed into² the Vallejo Public Art Project Fund for Cultural Benefit and Public Art.

3. The City reserves the right to inspect the artwork or cultural space at any time to ensure it is being maintained as required.⁸

C. Repair, Renovation or Rehabilitation Development Fee. The owner or developer of a repair, renovation or rehabilitation development project of a commercial or industrial building shall be allocated for Public Arts and Cultural Benefit fee in accordance with the requirements of this section³ and shall be deposited into the Public Art Project Fund by Developer or employee acting on behalf of the Developer within one year of project approval.

1. Office or research and development. For an office or research and development building, the Public Arts and Cultural Benefit fee shall be \$1.57 per square foot.

2. Retail. All retail establishments shall pay a Public Arts and Cultural Benefit fee of \$1.31 per square foot.

3. Manufacturing. For a manufacturing building, the Public Arts and Cultural Benefit fee shall be \$0.51 per square foot.

4. Warehouse. For a warehouse building, the Public Arts and Cultural Benefit fee shall be \$0.39 per square foot.

5. Hotel. For a hotel building, the arts fee shall be \$0.52 per square foot.

In no event shall the required arts fee exceed either \$1.57 per gross square foot of any structure authorized by the permit or one percent of the valuation of the project designated on the permit, whichever is lower, as determined by the Building Department. Where there are combined uses within a development project or portion thereof, the arts fee shall be the sum of the fee requirements of the various uses listed above.

EXCEPTIONS: The Public Arts and Cultural Benefit fee required by Section C shall not be assessed for the following projects or portions thereof:

1. Any project for which the total value of all construction or work for which the permit is issued is \$500,000 or less.

2. The repair, renovation or rehabilitation of a building or structure that does not alter the size or occupancy load of the building.

3. The repair, renovation or rehabilitation of a building or structure for the installation of fire sprinklers pursuant to Division 9.

4. The repair, renovation or rehabilitation of a building or structure that has been made to comply with Division 88 (Earthquake Hazard Reduction in Existing Buildings) subsequent to a citation of noncompliance with Division [TBD].

5. The repair, renovation or rehabilitation of a building or structure for any handicapped facilities pursuant to this code.

6. All residential buildings or portion thereof. This exception does not include hotels.³

D. Public/Private Partnerships (P3). Develop Public/Private Partnerships for funding cultural activities and public art projects through a joint partnership between public and private sectors in order to create more stable funding basis.⁴

1. Encourage investment in Vallejo's Culture and Arts by private entities with private capital, and other funding sources, for the development and support of qualifying projects.⁴

2. Public-private partnerships (P3), shall be recognized as contractual agreements between a public body and a private sector entity that allow for greater private sector participation in the delivery of public cultural and arts projects and services.⁴

E. Amusements. One and .33 percent (1.33%) of the annual revenue of Amusements or an annual Public Arts and Cultural Benefit fee shall be allocated for Public Arts and Cultural Benefit and shall be deposited into the Public Art Project Fund.

1. Amusement Park. Contribute one and .33 percent (1.33%) percent of total yearly ticket sales or a Public Arts and Cultural Benefit fee of \$1 per ticket sold, to be contributed annually to the Public Art Project Fund.

2. Casinos. Contribute one and .33 percent (1.33%) of “Win” or a yearly Public Arts and Cultural Benefit fee agreed upon by Vallejo City Council, to be contributed annually to the Public Art Project Fund.⁵

3. Golf Courses. Contribute one and .33 percent (1.33%) percent of total yearly revenue in sales or a yearly Public Arts and Cultural Benefit fee of \$1 per booking to be contributed annually to the Public Art Project Fund.

4. Fairgrounds. Contribute one and .33 percent (1.33%) percent of total revenue of Solano County Fair and a Public Arts and Cultural Benefit fee of \$25 per rental by an outside group to be contributed annually to the Public Art Project Fund.

F. “Sin” Fee. A Cultural Benefit and Public Art fee shall be allocated from Cigarettes, E-Cigarettes, Tobacco, Alcohol, Cannabis and Soda sales, to be deposited quarterly into the Public Art Project Fund.⁶

1. Cannabis. A Cultural Benefit and Public Art fee of five cents (\$.05) shall be allocated per 1/8 ounce or 3.5 grams of flower or cannabis product.

2. Tobacco. A Cultural Benefit and Public Art fee of four and one-half cents (\$.045) shall be allocated per pack of cigarettes or tobacco product, including E-Cigarettes.⁶

3. Alcohol. A Cultural Benefit and Public Art fee of one and one-half cents (\$.015) per 12-ounce bottle of beer, six cents (\$.06) per 750-milliliter bottle of wine, thirty-two cents (\$.32) per gallon of mixed beverages, twenty-four cents (\$.24) per gallon of beer or cider and three dollars (\$3) per gallon of hard liquor.⁶

4. Pornography. A Cultural Benefit and Public Art fee of one and thirty-three percent (1.33%) of gross receipts shall be allocated per sale of sexually explicit adult entertainment products and retail sale of tangible personal property.⁶

5. Sugar-sweetened Beverage. A Cultural Benefit and Public Art fee of one cent (\$.01) shall be allocated per fluid ounce on the privilege of Distributing Sugar-Sweetened Beverage Products in the City.⁸

G. Big-Ticket Item Sales. A Cultural Benefit and Public Art nominal fee shall be contributed from Homes, Vehicle and Watercraft sales.

1. Home Sales. A Cultural Benefit and Public Art fee of .01 percent (.01%) on final sale costs on single family home, or a flat fee of \$100, whichever is greater, shall be deposited into the Public Art Project Fund.

2. Vehicle Sales. A Cultural Benefit and Public Art fee of .01 percent (.01%) on final sale cost shall be deposited yearly into the Public Art Project Fund.

3. Watercraft Sales. A Cultural Benefit and Public Art fee of .01 percent (.01%) on final sale costs shall be deposited yearly into the Public Art Project Fund.

H. Filming. A Cultural Benefit and Public Art fee of one and .33 percent (1.33%) percent on total on total production costs be deposited into the Public Art Project Fund.

I. Grants. Grants for Cultural Benefit and Public Arts shall be applied for through City and/or a contracted private non-profit to be deposited into the Public Art Project Fund for use for Capital Improvement Projects, regranting programs and support for Vallejo artists, arts and cultural organizations and events.

Were one and .33 percent (1.33%) of totals are allocated,

1. One percent (1%) of the total allocations shall be used by the Commission on Culture and the Arts for costs associated with Cultural Benefit and Public Art.¹

2. .33 percent (.33%) of the total allocations shall be used by the Commission on Culture and the Arts for costs associated with Cultural Benefit and Public Art, including, but not limited to costs of selection, administration, community education and registration of Public Art.¹

Monetary contributions shall be deposited in separate accounts within the Public Art Project Fund if separate accounting is requested by the Participating Bureau or required by law.

Multiple building permits issued within a three-year period for a single project shall be considered in the aggregate in determining the allocation.⁷

Approval of expenditures from municipal arts accounts will include, but are not limited to, grant-making, grant management, support for cultural and arts events and festivals, and the acquisition, siting, maintenance and deaccessioning of Public Art, and of which a minimum 51% of funds shall be expended on Vallejo artists, arts and cultural organizations and events within a yearly funding cycle.

City staff, with guidance from the Commission on Culture and the Arts and City Council, shall administer funds and provide vision, planning, project management and administration for Vallejo's public art collection. Gifts of art offered for placement on City property are reviewed through a public process managed by staff for approval by the Commission and City Council.⁸

1. Portland, OR
2. Emeryville, CA
3. Los Angeles, CA
4. Florida
5. Cuyahoga County, OH

6. State of Utah
7. Culver City, CA
8. Oakland, CA