

# CONTRACT ROUTING SHEET

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

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

**PROCESSING DEPARTMENT:**

Department: CAO  
Dept. Contact: Sue Hennike  
Phone #: 5577  
Department \_\_\_\_\_  
Authorization: \_\_\_\_\_

**CONTRACTOR:**

Name: El Dorado Arts Council  
Address: 459 Main Street  
Placerville, CA 95667  
Phone: \_\_\_\_\_

**CONTRACTING DEPARTMENT:** CAO/Economic Development

Service Requested: Promotions Programs  
Contract Term: 3 years Value: \$99,450  
Compliance with Human Resources requirements? Yes: \_\_\_\_\_ No: \_\_\_\_\_  
Compliance verified by: \_\_\_\_\_

**COUNTY COUNSEL:** (Must approve all contracts and MOU's)

Approved:  Disapproved: \_\_\_\_\_ Date: 11-16-10 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

PLEASE FORWARD TO RISK MANAGEMENT. THANKS!

**RISK MANAGEMENT:** (All contracts and MOU's except boilerplate grant funding agreements)

Approved:  Disapproved: \_\_\_\_\_ Date: 11/16/10 By: [Signature]  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

**OTHER APPROVAL:** (Specify department(s) participating or directly affected by this contract).

Departments: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_  
Approved: \_\_\_\_\_ Disapproved: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_



# ORIGINAL

## AGREEMENT FOR SERVICES #305-F1111

---

**THIS AGREEMENT** made and entered by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County") and El Dorado County Arts Council, a non-profit organization, duly qualified to conduct business in the State of California, whose principal place of business is 459 Main Street, Placerville, CA 95667; (hereinafter referred to as "Contractor");

### RECITALS

**WHEREAS**, County has determined that it is necessary to obtain a Contractor to provide promotional services in order to promote the local economy and enhance the quality of life in the region; and

**WHEREAS**, Contractor has represented to County that it is specially trained, experienced, expert and competent to perform the special services required hereunder and County has determined to rely upon such representations; and

**WHEREAS**, it is the intent of the parties hereto that such services be in conformity with all applicable federal, state and local laws; and

**WHEREAS**, County has determined that the provision of these services provided by Contractor is in the public's best interest, and that these services are more economically and feasibly performed by outside independent Contractors as well as authorized by El Dorado County Charter, Section 210 (b) (6) and/or Government Code 31000;

**NOW, THEREFORE**, County and Contractor mutually agree as follows:

## ARTICLE I

**Scope of Services:** Contractor agrees to furnish personnel and materials necessary to operate the El Dorado County Arts Council. Activities may include, but shall not be limited to those set forth in Exhibit "A", marked "Program Objectives/Activities", incorporated herein and made by reference a part hereof. Contractor will make every effort to perform all activities listed in Exhibit "A"; however, County and Contractor acknowledge that funding provided by County may not be sufficient to support every activity listed. Some activities may not be performed if Contractor is unable to secure sufficient additional funding. Timelines in Exhibit "A" are subject to change. Contractor shall notify Contract Administrator of such changes.

## ARTICLE II

**Term:** This Agreement shall become effective when fully executed by both parties hereto and shall cover the period of October 1, 2010 through September 30, 2013, subject to the provisions for earlier termination as provided for herein below.

## ARTICLE III

**Compensation for Services:** For services provided herein, County agrees to pay Contractor monthly in arrears. Payment shall be made within thirty (30) days following County's receipt and approval of an invoice. Compensation for the period of October 1, 2010 through September 30, 2011 shall be \$99,450 and shall be payable in equal monthly installments of \$8,287.50 each. Compensation for each succeeding year during the term of this Agreement shall be adjusted up or down annually at a rate equal to the percentage change in the amount allocated by the Board of Supervisors for Promotions grants within the County Promotions Recommended Budget.

Contractor agrees that compensation provided pursuant to this Agreement shall constitute the total compensation provided by the County for the program(s) described herein for the term of the Agreement. Contractor shall not seek additional funding through the Promotions grant competitive process for said program(s) for funding cycles concurrent with the term of this Agreement.

## ARTICLE IV

**Changes to Agreement:** This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto.

## ARTICLE V

**Contractor to County:** It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further agreed that in all matters pertaining to this Agreement, Contractor shall act as Contractor only to County and shall not act as Contractor to any other individual or entity affected by this Agreement nor provide information in any manner to any party outside of this Agreement that would conflict with Contractor's responsibilities to County during term hereof.

## **ARTICLE VI**

**Assignment and Delegation:** Contractor is engaged by County for its unique qualifications and skills as well as those of its personnel. Contractor shall not subcontract, delegate or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County.

## **ARTICLE VII**

**Independent Contractor/Liability:** Contractor is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by terms of this Agreement. Contractor exclusively assumes responsibility for acts of its employees, associates, and subcontractors, if any are authorized herein, as they relate to services to be provided under this Agreement during the course and scope of their employment.

Contractor shall be responsible for performing the work under this Agreement in a safe, professional, skillful and workmanlike manner and shall be liable for its own negligence and negligent acts of its employees. County shall have no right of control over the manner in which work is to be done and shall, therefore, not be charged with responsibility of preventing risk to Contractor or its employees.

## **ARTICLE VIII**

**Fiscal Considerations:** The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, El Dorado County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment or services not budgeted in a given fiscal year. It is further understood that in the normal course of County business, County will adopt a recommended budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a recommended budget that does not provide for funds for the services, products or equipment subject herein. Such notice shall become effective upon the adoption of a budget which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce, or order a reduction, in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of the County, this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

## **ARTICLE IX**

**Audits Required:** Contractor shall submit a year-end audited financial statement covering the term of this Agreement. The financial statements are to clearly show the amounts received and expended for the tasks detailed in Article I. Said audited financial statement shall be submitted to the County within One Hundred Twenty days (120) following the end of the contract term, the end of the Contractor's fiscal year.

Contractor shall maintain client records, books, documents, and other evidence, accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses, all of which will be deemed to constitute "records" for purposes of this section. Such records shall clearly reflect the cost and scope of the services provided.

Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and its records shall be subject at all reasonable times to inspection, audit and reproduction by County, the state or any of its duly authorized representatives, including the Comptroller General of the United States.

Contractor shall preserve and make available its records for a period of four (4) years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by either of the following:

1. If this Agreement is terminated or partially terminated, all of the records relating to work terminated shall: a) be preserved and made available for a period of four (4) years from the date of any resulting final settlement; or b) at the sole option of the County, immediately become the property of the County and shall be delivered by Contractor to County.
2. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the four (4) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular four (4) year period, whichever is later.

## **ARTICLE X**

**Revenue and Budget Surplus:** If it is determined by County at the termination of this Agreement and the Audit review that there have been payments by the County in excess of or contrary to that provided in the aforementioned auditing standards, Contractor agrees to refund and repay all such amounts to the County within thirty (30) days following such determination.

## **ARTICLE XI**

### **Default, Termination, and Cancellation:**

- A. **Default:** Upon the occurrence of any default of the provisions of this Agreement, a party shall give written notice of said default to the party in default (notice). If the party in default does not cure the default within ten (10) days of the date of notice (time to cure), then such party shall be in default. The time to cure may be extended at the discretion of the party giving notice. Any extension of time to cure must be in writing, prepared by the party in default for signature by the party giving notice and must specify the reason(s) for the extension and the date on which the extension of time to cure expires.

Notice given under this section shall specify the alleged default and the applicable Agreement provision and shall demand that the party in default perform the provisions of this Agreement within the applicable period of time. No such notice shall be deemed a termination of this Agreement unless the party giving notice so elects in this notice, or the party giving notice so elects in a subsequent written notice after the time to cure has expired. . In the event of termination for default, County reserves the right to take over and complete the work by contract or by any other means.

- B. **Bankruptcy:** This Agreement, at the option of the County, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor.
- C. **Ceasing Performance:** County may terminate this Agreement in the event Contractor ceases to operate as a business, or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. **Termination or Cancellation without Cause:** Either party may terminate this Agreement in whole or in part upon seven (7) calendar days written notice by County without cause. If such prior termination is effected, County will pay for satisfactory services rendered prior to the effective dates as set forth in the Notice of Termination, and for such other services, which County may agree to in writing as necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the contract. Upon receipt of a Notice of Termination, Contractor shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the notice directs otherwise

## **ARTICLE XII**

**Severability:** If any provision of this Agreement shall be held to be invalid, illegal or unenforceable for any reason, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

### **ARTICLE XIII**

**Reports:** Contractor shall submit one progress report six months following execution of this Agreement demonstrating success in accomplishing mutually agreed upon metrics. At the end of each year, Contractor shall submit an annual report including all activities for the period. The Contract Administrator will coordinate submittal of the annual reports to the Economic Development Advisory Committee (EDAC) and the Board of Supervisors.

### **ARTICLE XIV**

**Ownership of Rights:** County and Contractor hereby expressly agree that all printed materials described in Article I, whether produced by Contractor, its agents, representatives, employees, or sub-contractors, shall be considered a "work made for hire" within the meaning of 17 USC Sec. 101. County shall have sole ownership of all rights, for all purposes, in each completed work, and unused printed materials.

Contractor shall comply with all applicable laws regarding the use, publication, broadcast or dissemination of materials called for in this Agreement. Contractor shall be solely responsible for obtaining any and all required permission or licenses and for the payment of any license or use fees relating to the use, publication, broadcast, or dissemination of materials.

### **ARTICLE XV**

**Nondiscrimination:** In providing services, employing personnel, or in any other respect of this Agreement, Contractor shall not employ discriminatory practices on the basis of race, color, sex, age, religion, national origin or ancestry, or physical or mental handicap.

### **ARTICLE XVI**

**Notice to Parties:** All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested.

Notices to County shall be addressed as follows:

COUNTY OF EL DORADO  
CHIEF ADMINISTRATIVE OFFICE  
330 FAIR LANE  
PLACERVILLE, CA 95667  
ATTN: SAM DRIGGERS, CEcD, ECONOMIC DEVELOPMENT COORDINATOR

or to such other location as the County directs.

Notices to Contractor shall be addressed as follows:



EL DORADO COUNTY ARTS COUNCIL  
459 MAIN STREET  
PLACERVILLE, CA 95667  
ATTN: DEB JENSEN, EXECUTIVE DIRECTOR

or to such other location as the Contractor directs.

#### **ARTICLE XVII**

**Indemnity:** The Contractor shall defend, indemnify, and hold the County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the Contractor's services, operations, or performance hereunder, regardless of the existence or degree of fault or negligence on the part of the County, the Contractor, subcontractor(s) and employee(s) of any of these, except for the sole, or active negligence of the County, its officers and employees, or as expressly prescribed by statute. This duty of Contractor to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

#### **ARTICLE XVIII**

**Insurance:** Contractor shall provide proof of a policy of insurance satisfactory to the El Dorado County Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Contractor as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.
- C. Automobile Liability Insurance of not less than \$1,000,000.00 is required in the event motor vehicles are used by the Contractor in the performance of the Agreement.
- D. In the event Contractor is a licensed professional, and is performing professional services under this Agreement, professional liability (for example, malpractice insurance) is required with a limit of liability of not less than \$1,000,000.00 per occurrence.
- E. Contractor shall furnish a certificate of insurance satisfactory to the El Dorado County Risk Manager as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to Risk Management, or be provided through partial or total self-insurance likewise acceptable to Risk Management.

- G. Contractor agrees that the insurance required above shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County, and;
  2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the County, its officers, officials, employees or volunteers.
- L. The insurance companies shall have no recourse against the County of El Dorado, its officers and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Contractor's obligations shall not be limited by the foregoing insurance requirements and shall survive expiration of this Agreement.
- N. In the event Contractor cannot provide an occurrence policy, Contractor shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.

- O. Certificate of insurance shall meet such additional standards as may be determined by the contracting County Department either independently or in consultation with Risk Management, as essential for the protection of the County.

#### **ARTICLE XIX**

**Interest of Public Official:** No official or employee of County who exercises any functions or responsibilities in review or approval of services to be provided by Contractor under this Agreement shall participate in or attempt to influence any decision relating to this Agreement which affects personal interest or interest of any corporation, partnership, or association in which he/she is directly or indirectly interested; nor shall any such official or employee of County have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### **ARTICLE XX**

**Interest of Contractor:** Contractor covenants that Contractor presently has no personal interest or financial interest, and shall not acquire same in any manner or degree in either: 1) any other contract connected with or directly affected by the services to be performed by this Agreement; or, 2) any other entities connected with or directly affected by the services to be performed by this Agreement. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed by Contractor.

#### **ARTICLE XXI**

**California Residency (Form 590):** All independent Contractors providing services to the County must file a State of California Form 590, certifying their California residency or, in the case of a corporation, certifying that they have a permanent place of business in California. The Contractor will be required to submit a Form 590 prior to execution of an Agreement or County shall withhold seven (7) percent of each payment made to the Contractor during term of the Agreement. This requirement applies to any agreement/contract exceeding \$1,500.00.

#### **ARTICLE XXII**

**Taxpayer Identification Number (Form W-9):** All independent Contractors or corporations providing services to the County must file a Department of the Treasury Internal Revenue Service Form W-9, certifying their Taxpayer Identification Number.

#### **ARTICLE XXIII**

**County Business License:** It is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Code Section 5.08.070.

**ARTICLE XXIV**

**Administrator:** The County Officer or employee with responsibility for administering this Agreement is Sam Driggers, Economic Development Coordinator, CEcD, Chief Administrative Office, Office of Economic Development, or successor.

**ARTICLE XXV**

**Authorized Signatures:** The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties to the obligations set forth herein.

**ARTICLE XXVI**

**Partial Invalidity:** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

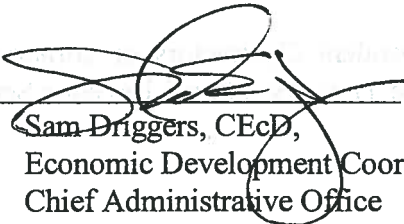
**ARTICLE XXVII**

**Venue:** Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.


**ARTICLE XXVIII**

**Entire Agreement:** This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties and they incorporate or supersede all prior written or oral Agreements or understandings.

**REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:**

By:  Dated: 11-17-10  
Sam Driggers, CEcD,  
Economic Development Coordinator  
Chief Administrative Office

**REQUESTING DEPARTMENT HEAD CONCURRENCE:**

By:  Dated: 11/19/10  
Gayle Erbe-Hamlin  
Chief Administrative Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

--COUNTY OF EL DORADO--

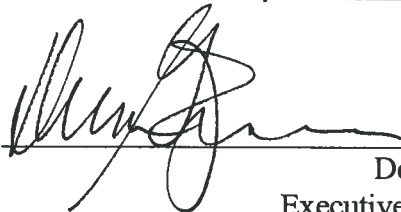
Dated: 11/19/10

By:   
Gayle Erbe-Hamlin  
Chief Administrative Officer and  
Purchasing Agent  
"County"

--CONTRACTOR--

El Dorado County Arts Council  
a non-profit organization

Dated: 11/18/10

By:   
Deb Jensen  
Executive Director  
"Contractor"

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals at the City of New York, New York, this 11th day of November, 2011.

--CERTIFICATE OF DEPOSIT--

Date: 11/19/11

By: [Signature]  
Chief Administrative Officer and  
Managing Agent  
[Organization Name]

--FOR BAC FOR--

In Witness Whereof, I have hereunto set my hand and seal at the City of New York, New York, this 11th day of November, 2011.

Date: 11/18/11  
By: [Signature]  
[Organization Name]

**Program Objectives/Activities**

**1. Objective: Business development for arts organizations and artists**

**In order to grow the Arts Sector of the County's economy, understanding the breadth and depth of activity is essential. Incubating best business practices for marketing within the sector will lead to business retention, increased revenue, and added jobs. A vibrant Arts & Entertainment Sector is a natural augmentation of general tourism and winery-related tourism, while also benefiting people who live in the County.**

**Activities**

A. El Dorado Arts Council (Arts Council), in collaboration with El Dorado County Department of Economic Development, will implement an Arts Census to gather baseline information about the business climate within the arts and entertainment sector of El Dorado County.

B. The Arts Council will coordinate a series of business and marketing workshops for artists and authors. Target attendance: 30 individuals.

C. The Arts Council will coordinate business and marketing workshops for arts organizations and businesses. Target attendance: 12 businesses and organizations.

Identifying arts businesses, including individual artists, through the arts census will define the County's arts and entertainment economic sector. This economic sector, typified in El Dorado County by individual artists and small nonprofit arts organizations with few employees, typically lacks marketing skills and resources. Workshops specifically targeted to the arts are intended to develop skills and introduce collaborative marketing opportunities to build stronger businesses, and thereby attract retail (art sales) and entertainment (ticket sales) revenue to the County.

Collaborative partners for this objective are: El Dorado Arts Council, El Dorado County Economic Development, Sierra Business Council, and Sierra Nevada Arts Alliance. As noted above, many businesses will benefit through attendance at workshops.

Timeline:

Art Census – October – December, 2010 – annually thereafter

Workshops – January - March 2011, 2012, 2013

***This is a multi-year objective. Specific details of workshop content will evolve as needed.***

**2. Objective: Market and promote El Dorado County's arts events**

**A joint arts marketing group will contract with a professional marketing consultant and develop a marketing program which, through coordinated campaigns, media buys, and shared distribution to electronic newsletter subscribers, attracts attention and participation in the arts, identifying El Dorado County as an Arts & Entertainment destination**

**Activities**

A. The Arts Council will spearhead joint arts marketing and public relations efforts for the arts sector and create collaborative on-line and traditional media marketing to cross-promote arts and culture events and projects taking place county-wide. This activity and

EL DORADO ARTS COUNCIL – *Incubating Arts Excellence in El Dorado County*

its collaborative partners will grow out of the Arts Census. The Arts Council will bring its underwriting and sponsorship partners to the table. The El Dorado Arts Council has informally coordinated general arts marketing via website, web calendar and electronic newsletter for the past 3 years, joint arts marketing is an aggressive step toward growing this economic sector.

Collaborative partners for this objective are: three artists associations representing studio tours and national art shows (South Lake Tahoe, Placerville, El Dorado Hills); three performing arts groups with regional reach (Imagination Theater, El Dorado Musical Theater, Tahoe Improv); coordinators of six arts festivals/events with regional and greater reach (Coloma Blues Live, American River Music Festival, Valhalla Arts and Music Festival, Tahoe Arts Expo, Butterfly Concert, David Girard Vineyards Presents); all interested gallery owners; and others with expressed interest in arts marketing.

**Timeline:**

Convene Joint Arts Marketing (JAM) interests – January 2011

Hire marketing professional – April 2011

Develop 3 year marketing program concepts – April – May 2011

Develop standard survey tool for JAM participants – April 2011

Implement year 1 marketing program – June 2011 – December 2011

Evaluate year 1 program using survey and marketing data – January 2012

Adapt year 1 marketing program to incorporate new understanding of arts event participants– February – April 2012

Implement year 2 marketing program – May 2012 – December 2012

Evaluate year 2 program using survey and marketing data – January 2013

Adapt year 2 marketing program to incorporate new understanding of arts event participants– February – April 2013

Implement year 3 marketing program – May 2013 – December 2013

***This is a multi-year activity.***

B. Expand the El Dorado Arts Council website and electronic newsletter as important vehicles for promoting arts activities taking place throughout the county.

The El Dorado Arts Council's bimonthly electronic newsletter currently has 3523 subscribers, doubled since January 2010. The Arts Council's website, web calendar, and electronic newsletter feature art news, county-wide arts events, workshops, gallery openings, book signings and other activities. It is the central go-to website and calendar for the County's arts sector. For several artists and arts organizations, EDAC's web calendar and electronic newsletter are primary marketing tools.

The site design and function must be advanced to allow for the near-daily updates that users expect. Updating the website to highest possible function for everything from calendar dates to ticket sales and artist registries is essential in a time-oriented business reliant upon audience.

Collaborative partners: Artists, arts organizations and related business members of El Dorado Arts Council contribute content to the website, calendar and newsletter. Some of these are for-profit businesses: Zia's Gelato, Hang It Up Gallery, Cozmic Café, Big Oak Arts. Others are individual teaching artists or arts organizations: Tracy Lewis, Kit Night,



EL DORADO ARTS COUNCIL – *Incubating Arts Excellence in El Dorado County*

Sierra Symphony, Tahoe Art League, Imagination Theater. Through electronic media, EDAC is inclusive in pursuing its mission and promoting the arts and culture of the County to an international audience. (The Arts Council has documented attendance at events by visitors from outside the U.S.)

## Timeline:

Interview web designers – currently underway, Aug-September 2010

Hire web designer – October 2010

Beta test new website elements – December-January 2011

Launch new El Dorado Arts website and blog with added video developed by Cinema Caldera– February 2011 – March 2011

***This activity requires on-going maintenance***

~~C. Promotional Video Productions (working title) – Produce short segment film stories about El Dorado County arts & culture, history, and recreation in collaboration with Sierra Community Access TV2, Cinema Caldera and El Dorado Hills Vision Coalition. Initial distribution as programming on TV2 and on Arts Council website, subsequently as for broad distribution, for example, at lodging establishments, California Welcome Center, and visitor centers.~~

~~Collaborating partners are El Dorado Arts Council, Sierra Community Access TV2, El Dorado Hills Vision Coalition.~~

~~Timeline:~~

~~Establish studio at TV2 site (537 Main St Placerville) with equipment owned by Vision Coalition October – December 2010~~

~~Hire Cinema Caldera, develop story ideas January-March 2011~~

~~Begin production of first film April 2011~~

~~Complete year one projects (2 finished films) December 2011~~

~~Broadcast films on TV2 and add to EDAC website as completed September – December 2011~~

~~Produce year 2 projects (2 films) January-August 2012~~

~~Broadcast year 2 projects on TV2 and add to EDAC website September – December 2012~~

~~Produce year 3 projects (1 film) September – December 2012~~

~~Broadcast year 3 project on TV2 and add to EDAC website January 2013~~

~~***This is a multi-year activity requiring shooting seasonal footage (have to wait for the right season) and annual events. Fund-raising to complete the project is anticipated to require 2.5 years.***~~

D. Incubate arts events and projects in all five districts of the county. Events are planned to draw visitors regionally, statewide, and from out-of state in addition to providing entertainment that keeps local spending at home. Cultivating local audiences also makes residents aware of the County's assets. Arts Council survey data consistently find that the #1 way people find out about arts events is "from a friend." The primary

EL DORADO ARTS COUNCIL – *Incubating Arts Excellence in El Dorado County*

coordinators of the listed events are in parentheses. The Arts Council gives leadership, marketing and sponsorship support:

1. American River Music Festival (American River Music Group) – September 2011, 2012

In 2009, this event drew 500 attendees over a 3 day period. Multiple day events assure that visitors are spending the night in El Dorado County and dining out. While attendance after 3 years is still relatively small, this festival engages a long list of Coloma-Lotus area businesses as in-kind sponsors valued at \$62,500 in 2009. The event also provides a great seasonal “bookend” to Coloma Blues Live which takes place in June at the same location, Henningsen-Lotus Park.

2. Tahoe Arts Expo (Tahoe Art League) – October 2010, 2011, 2012

Tahoe Art League coordinates artists, three South Lake Tahoe arts organizations and the Community College to present a 7-10 day schedule of exhibits, art films, performing arts, and gallery art shows. This is a “shoulder season” event at Lake Tahoe: perfect for drawing visitors to enjoy The Lake in fall. Attendance in 2009 was estimated at more than 800 for all events combined.

3. South County arts project TBD (Fairplay marketing group, Fairplay wineries)

The Arts Council will reach out to South County groups to engage conversation about what sort of arts event or project would best reflect their environment and style.

Timeline: Development in year 1, launch in year 2, evaluate and improve event, present for the second time in year 3.

4. Georgetown Divide arts project TBD

The Arts Council will reach out to South County groups to engage conversation about what sort of arts event or project would best reflect their environment and style.

Timeline: Development in year 1, launch in year 2, evaluate and improve event, present for the second time in year 3.

***Each event and project has a detailed timeline and months-long task list.***

***Events are a multi-year effort***

### **3. Model arts excellence**

**Coloma Blues Live, conceived and produced by the El Dorado Arts Council annually since 2006, raised the bar for arts events in the county. The success of this event, and the others listed, is in large part due to the El Dorado County Promotions Fund contract awarded since 2006. Planning an event that has the appeal to draw visitors regionally is no small task – and the Promotions Fund contract makes the necessary marketing feasible.**

**Each of these events involves sponsors, participating wineries, volunteers, artists, musicians, and media partners. The Arts Council’s primary collaborators for each event or project are in parentheses. El Dorado Arts Council will continue collaboration to produce and present excellent visitor attracting events.**

EL DORADO ARTS COUNCIL – *Incubating Arts Excellence in El Dorado County***Activities**

## A. Coloma Blues Live – June 4, 2011, First Saturday in June 2012, 2013

Arts Council's platinum event involves 15 sponsors, Coloma Lotus Chamber of Commerce, El Dorado County Parks and Recreation, Gold Discovery Park Association, El Dorado Search and Rescue, thirteen business vendors and over 150 volunteers) In 2010, attendance at the event was over 2300. Using online ticket sales (over 65% sold online) we were able to implement a post event online survey to gain quantitative and qualitative information about attendees (see page 9). Using the \$30,000 from last year's Promotions contract as leverage, we drew in an additional \$122,000 in in-kind marketing for this event alone.

## B. ArtSpace - Open Tuesday-Saturday, 10-5:30 and evenings for special events.

A collaboration involving 182 artists, 6 arts organizations, and related businesses – frame shops, music stores, florists, a gelateria and more.

In January 2010, when the Arts Council opened at its new location, 459 Main St, Placerville, it was an experiment in arts incubation - and a savvy business move for the organization. The move increased walk-in traffic more than 500% to average 32 visitors per day, membership doubled, artist participation increased 600%, art sales tripled, and arts programming on site went from zero to an average of five public offerings per month.

**Operating ArtSpace is an on-going, multi-year commitment for the Arts Council.**C. Placerville ArtWalk, and Art & Wine Festival (Placerville Downtown Association) Every 3<sup>rd</sup> Saturday April - October 2011, 2012, 2013

ArtWalk is as much a promotion of Historic Main Street Placerville as it is a promotion of the Arts. Seven galleries on Main Street are open into the evening and offer activities such as artist's demonstrations, live music, poetry readings, meet-the-artists' receptions, and show openings. Restaurants are full, wine tasting rooms are standing room only, and many retail businesses (more with each passing month – in August 2010 50% were open late, up from 25% in May) stay open late and offer specials. Galleries report that typical drop-in participation is about 150 people. In addition to shops, galleries and restaurants open for third Saturday, every month 2-4 nonprofit organizations are given space to set up displays about their activities. In 2011, Placerville ArtWalk will include live music at the Belltower every month May-September and during the enhanced Art and Wine Festival (third Saturday in October) with Main St. street closure to accommodate multiple arts activities, demonstrating visual artists and the auction of original art banners from the summer's Banners on Parade.

## D. Art in the Orchard (agri-tourism groups) – August 2011, 2012, 2013

Live music, fine art, farmer-to-fork foods, local brews and wines highlight this event held for the past two years at Rainbow Orchards, in Camino. In 2010, Madrona Vineyards, and Wofford Acres Vineyards came on as partners to expand visitors' options for a full day of agri-tourism and the arts in El Dorado County. Attendance in 2008 was 200; in 2009, 300 (rained). Anticipated attendance for the 2010 event is 400 visitors.

**EL DORADO ARTS COUNCIL – *Incubating Arts Excellence in El Dorado County***

In 2011, we are incubating a partnership with Apple Hill™ Growers to expand Art in the Orchard as a significant, coordinated event to highlight the agri-tourism harvest season.

- E. El Dorado Hills Art & Wine Affaire (El Dorado Hills Chamber of Commerce, El Dorado Hills Optimists, El Dorado Wineries Association.) May 7-8, 2011

The Arts Council is a full partner for this event, coordinating over 200 artists (income to the event of over \$30,000), soliciting sponsorship (\$8,000 in 2010), and promoting the event via our electronic newsletter and website. Nearly 15,000 people attended the two-day event in 2010. Our partners at the El Dorado Hills Chamber of Commerce submit a Promotions Fund proposal.

- F. Art & Vine (El Dorado Wineries Association) – October 2011, 2012, 2013

El Dorado Wineries Association (EDWA) will partner with the El Dorado Arts Council to produce this new event at David Girard Vineyards in its first year. It is anticipated that the event will be at a different winery venue each year. The purpose of the event is to expose visitors to multiple county wineries, showcase visual and performing arts, and generate revenue for the on-going marketing efforts of EDWA and the Arts Council. The harvest-time event will feature twenty or more wineries, wine harvest activities, 50-100 fine artists showing and selling their work, 10-12 demonstrating visual artists, and jazz and classical musicians. Anticipated first year attendance is 500 with 20% growth year over year.

Timeline:

Each of these events and projects has a detailed timeline and months-long task list.

***Events are a multi-year effort***