



Administrative
Office

Nancy Anderson
COUNTY ADMINISTRATIVE OFFICER



September 29, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED CONTRIBUTION AGREEMENT WITH ARTS COUNCIL OF KERN
FOR LATINATION EVENT**

Fiscal Impact: \$9,000; General Fund; Budgeted; Discretionary

District 3 and District 5 have requested that your Board approve the proposed contribution agreement with the Arts Council of Kern for the Latination event in the amount of \$9,000.

The Arts Council partners with community members to support and complete art projects that enrich our community by promoting arts education, engagement, and access to the arts. The proposed contribution will help support the Arts Council's upcoming free Latination event, a community celebration held in recognition of Hispanic Heritage Month. The event, taking place October 23 and 24, will provide an opportunity for residents to celebrate Hispanic culture and heritage while showcasing and promoting local artists. Supporting this event will help expand access to the arts, encourage community participation, and provide a platform for local artists to share their work with the community.

County Counsel has approved the proposed agreement as to form. Sufficient appropriations are available in Cost Center 1007-Special Services for this expenditure.

Therefore, IT IS RECOMMENDED that your Board approve the proposed agreement with the Arts Council of Kern Latination event during Fiscal Year 2026-2027 in the amount of \$9,000 and authorize the Chairman to sign.

Sincerely,

Nancy Anderson
County Administrative Officer

EM/AA:ADM_CONT Arts Council D3 and D5 Agmt

cc: Auditor-Controller-County Clerk



**AGREEMENT
FOR
Arts Council of Kern–Event Sponsorship
(COUNTY OF KERN – ARTS COUNCIL OF KERN)**

THIS AGREEMENT (“**Agreement**”), is made effective this _____ (“**Effective Date**”), by and between the COUNTY OF KERN, a political subdivision of the State of California (“**COUNTY**”), as represented by its COUNTY ADMINISTRATIVE OFFICE (“**CAO**”), and ARTS COUNCIL OF KERN, a California nonprofit corporation (“**ORGANIZATION**”). The COUNTY and the ORGANIZATION are referred to herein individually as “**Party**” and collectively as “**Parties**”.

RECITALS:

The Board of Supervisors of the COUNTY may enter into agreements with the ORGANIZATION for the purpose of benefiting Kern County residents.

The ORGANIZATION is a non-profit agency dedicated to providing, supporting, and promoting arts access, advocacy, and education for all residents and visitors to Kern County.

The ORGANIZATION provides valuable services to the citizens of Kern County.

NOW, THEREFORE, the Parties agree as follows:

1. During the term beginning September 29, 2026 and ending October 31, 2026, ORGANIZATION will provide the following services for the benefit of the Kern County residents:
 - a. ORGANIZATION will host a two-day festival held at the ORGANIZATION gallery located at 18th and N Street in downtown Bakersfield, California. The event will include activities celebrating the Latin arts, culture, dance and music.
 - b. ORGANIZATION will provide festival activities at no cost to the public.
2. In full consideration for all services rendered by ORGANIZATION, COUNTY agrees to pay and ORGANIZATION agrees to accept the sum of Nine Thousand (\$9,000) dollars, inclusive of supplies and services as required under **Paragraph 1**.
3. ORGANIZATION shall be solely responsible for all costs and expenses related to the provision of services under this Agreement. COUNTY’s sole and only obligation under and pursuant to the terms and provisions of this Agreement shall be the payment to ORGANIZATION as specified in **Paragraph 2**.
4. In the performance of all services under this Agreement, ORGANIZATION shall be, and acknowledges that it is, in fact and law, an independent contractor and not an agent or employee of COUNTY. ORGANIZATION has and retains the right to exercise full supervision and control of the manner and methods of providing services to COUNTY under this Agreement. ORGANIZATION retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting ORGANIZATION in the provision of services under this Agreement. With respect to ORGANIZATION’s employees, ORGANIZATION shall

be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment.

5. ORGANIZATION agrees to maintain and make available to COUNTY accurate books and records relative to all its activities under this Agreement. ORGANIZATION shall permit COUNTY to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, or other data related to all other matters covered by this Agreement. ORGANIZATION shall maintain such data and records in an accessible location and condition for a period of not less than three years from the conclusion of the period of restricted use under **Paragraph 1**, or until completion of a financial statement audit.
6. ORGANIZATION agrees to indemnify, defend and hold harmless COUNTY and COUNTY's Board members, agents, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs and expenses, of whatever kind or nature (including, but not limited to, reasonable attorneys' fees of counsel retained by COUNTY, expert fees, costs of staff time and investigation costs) which arise out of or are in any way connected with any negligent or willful act or omission of ORGANIZATION or its officers, agents, employees, independent contractors, sub-contractors of any tier or authorized representatives arising out of this Agreement. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of ORGANIZATION; and any workers' compensation claim, or suit arising from or connected with any services performed pursuant to this Agreement on behalf of ORGANIZATION by any person or entity. ORGANIZATION shall also indemnify COUNTY from any and all liability or damages incurred by COUNTY from any improper expenditure of funds by the ORGANIZATION.
 - a. Third Party Claims. If any claim is asserted or action or proceeding brought against COUNTY which alleges that all or any Exhibit or Presentation supplied by ORGANIZATION or COUNTY's use thereof, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, COUNTY shall give ORGANIZATION prompt written notice thereof. ORGANIZATION shall defend any such claim or action with counsel of ORGANIZATION's choice and at ORGANIZATION's expense and shall indemnify COUNTY for any costs, including reasonable attorney's fees and damages actually incurred by COUNTY in connection therewith, including steps COUNTY may take to avoid entry of any default judgment or other waiver of COUNTY's rights. COUNTY shall cooperate fully with and may monitor ORGANIZATION in the defense of any claim, action or proceeding and will make employees available as ORGANIZATION may reasonably request with regard to such defense, subject to reimbursement by ORGANIZATION of all costs and expenses occasioned by COUNTY's cooperation in such defense.
7. It is understood that ORGANIZATION, in ORGANIZATION's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind COUNTY to any agreements or undertakings.
8. COUNTY may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of COUNTY there is:

- a. an illegal or improper use of the funds provided by COUNTY; or
- b. a failure to comply with any term of this Agreement.

In no event shall any payment by COUNTY constitute a waiver by COUNTY of any breach of this Agreement or any default, which may then exist on the part of ORGANIZATION. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of ORGANIZATION the repayment to COUNTY of any funds disbursed to ORGANIZATION under this Agreement which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. ORGANIZATION shall promptly refund any such funds upon demand. In addition to immediate suspension or termination, COUNTY may impose any other remedies available at law, in equity, or otherwise specified in this Agreement.

- 9. INSURANCE. ORGANIZATION, in order to protect COUNTY and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of ORGANIZATION's actions in connection with the performance of ORGANIZATION's obligations, as required in this Agreement, shall secure and maintain insurance as described below. ORGANIZATION shall not perform any work under this Agreement until ORGANIZATION has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with COUNTY's authorized insurance representative, Insurance Tracking Services Inc. (ITS). Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, ORGANIZATION shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon. ORGANIZATION shall promptly deliver to ITS a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to ITS prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. ORGANIZATION shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by ORGANIZATION or COUNTY as an additional insured.
 - a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event ORGANIZATION has employees who may perform any services pursuant to this Agreement, ORGANIZATION shall submit written proof that ORGANIZATION is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. ORGANIZATION shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by ORGANIZATION. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, ORGANIZATION shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered. ORGANIZATION shall also maintain employer's liability insurance with limits of one million dollars (\$1,000,000) for bodily injury or disease.
 - b. Liability Insurance Requirements:

- (1) ORGANIZATION shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with COUNTY), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of ORGANIZATION's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. ORGANIZATION shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this subparagraph b. shall include an endorsement naming COUNTY and COUNTY's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options:
 - (i) on ISO form CG 20 10 11 85; or
 - (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or
 - (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to COUNTY and must be approved by COUNTY Risk Manager.
- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, ORGANIZATION, at ORGANIZATION's option, shall either
 - (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement;

- (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or
 - (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by ORGANIZATION shall be maintained until the completion of all of ORGANIZATION's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the ORGANIZATION shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by ORGANIZATION in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. ORGANIZATION shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII.
- e. If ORGANIZATION is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, ORGANIZATION shall provide coverage equivalent to the insurance coverages and endorsements required above. COUNTY will not accept such coverage unless COUNTY determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by ORGANIZATION is equivalent to the above-required coverages.
- f. All insurance afforded by ORGANIZATION pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by COUNTY. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against COUNTY. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when ORGANIZATION's personnel deliver or perform services for COUNTY while on COUNTY property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve ORGANIZATION for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude COUNTY from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by ORGANIZATION to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by ORGANIZATION. COUNTY, at its sole option, may terminate this Agreement and obtain damages from ORGANIZATION resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to ORGANIZATION, COUNTY shall deduct from sums due to ORGANIZATION any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to ORGANIZATION pursuant to this Agreement are insufficient to reimburse COUNTY for the premiums and any associated costs, ORGANIZATION agrees to reimburse COUNTY for the premiums and pay for all costs

associated with the purchase of said insurance. Any failure by COUNTY to take this alternative action shall not relieve ORGANIZATION.

- i. Any exception to these requirements must be approved by COUNTY Risk Manager.
10. Any notice required or permitted to be given under this Agreement shall be in writing and shall be served by registered mail or personal service upon the other Party. When served by registered mail, service shall be conclusively deemed to be made three days after deposit with the United States Postal Service (postage prepaid) addressed to the Party to whom such notice is to be given as follows:

Notice to COUNTY shall be made to:

Clerk of the Board of Supervisors
1115 Truxtun Avenue, 5th Floor
Bakersfield, CA 93301

Notice to ORGANIZATION shall be made to:

Art Council of Kern
1020 18th Street
Bakersfield, CA 93301

11. None of the funds provided under this Agreement shall be used for any political activity, or to further the election or defeat of any candidate for public office contrary to federal or state laws, statutes, regulations, rules or guidelines. In addition, none of the funds provided or property purchased under this Agreement shall be used for purposes designed to support or defeat legislation before the Congress of the United States of America or the Legislature of the State of California.
12. No covenant or condition of this Agreement can be waived except by the written consent of COUNTY. Forbearance or indulgence by COUNTY in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by ORGANIZATION. COUNTY shall be entitled to invoke any remedy available to COUNTY under this Agreement or by law or in equity despite said forbearance or indulgence.
13. The Parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the Parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.
14. No right or remedy herein conferred on or reserved to COUNTY is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently or from time to time.
15. Each Party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.
16. It is expressly understood and agreed that the enforcement of these terms and conditions, and all rights of action relating to such enforcement, shall be strictly reserved to COUNTY and

ORGANIZATION. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of COUNTY and ORGANIZATION that any such person or entity, other than COUNTY or ORGANIZATION, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

17. ORGANIZATION shall observe and comply with all applicable local, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
18. This Agreement contains the entire agreement of the Parties relating to the services, rights, obligations and covenants contained herein and assumed by the Parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, change or inducement shall be effective or given any force or effect. This Agreement may be modified in writing only, signed by the Parties.
19. Political/Religious Activity. No person performing any service or providing any goods designated under this Agreement shall participate in any political or religious activity on County time or in any manner involving the use of County property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Agreement shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Agreement.

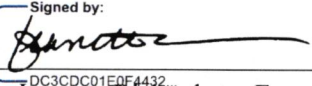
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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the Effective Date.

COUNTY OF KERN

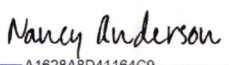
ART COUNCIL OF KERN

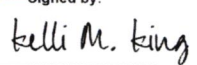
By: _____
Chairman
Board of Supervisors
"COUNTY"

Signed by:
By: _____
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Jeanette Richardson, Executive Director
Art Council of Kern
"ORGANIZATION"

APPROVED AS TO CONTENT:
County Administrative Office

APPROVED AS TO FORM:
Office of County Counsel

Signed by:
By: _____
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Nancy Anderson
County Administrative Officer

Signed by:
By: _____
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Kelli M. King
Deputy County Counsel