KERN COUNTY / Administrative Office

Nancy Anderson
COUNTY ADMINISTRATIVE OFFICER

November 10, 2026

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

PROPOSED RETROACTIVE CONTRIBUTION AGREEMENTS WITH BAKERSFIELD SYMPHONY ORCHESTRA
Fiscal Impact: $45,000; General Fund; Budgeted; Discretionary

This is a request for your Board's approval of a retroactive agreement with the Bakersfield Symphony Orchestra from July 1, 2026 through June 30, 2027 in an amount not to exceed $45,000. The County's Adopted Budget for Fiscal Year 2026-27 includes funds to support activities and programs provided to the citizens of Kern County by community based, non-profit organizations. Funding for these agreements is budgeted in the Special Services Cost Center 1007.

The agreement with the Bakersfield Symphony Orchestra supports quality of life in Kern County by providing residents with access to high-quality classical and orchestral music performances, enriching the community through arts and cultural experiences. The Orchestra's educational outreach programs also promote music appreciation, creativity, and learning opportunities for students of all ages. These activities enhance cultural awareness, support educational development, and contribute to a vibrant and well-rounded community, making Kern County a more engaging and enriching place to live.

Therefore, IT IS RECOMMENDED that your Board approve the retroactive agreement with Bakersfield Symphony Orchestra in the amount of $45,000 and authorize the Chairman to sign.

Sincerely,

Nancy Anderson

Nancy Anderson
County Administrative Officer

NA/EM/ADM CONT Non-profits _Symphony

Attachment
cc: County Counsel
Auditor-Controller

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AGREEMENT
FOR
ARTS INFORMATIONAL AND PROMOTIONAL SERVICES
(County of Kern – Bakersfield Symphony Orchestra)

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"**), and the BAKERSFIELD SYMPHONY ORCHESTRA, a California nonprofit corporation (**"SYMPHONY"**). COUNTY and SYMPHONY are referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS:

Provisions of the California Education Code section 10900 et seq. authorize COUNTY to organize, promote, and conduct such programs of community recreation as will contribute to the attainment of general educational and recreational objectives for children and adults of the State, including activities in the fields of music, drama, art, handicraft, science, and literature.

The Kern County Board of Supervisors desires to encourage, promote, and publicize the arts for the recreational, cultural, and educational benefit of the citizens of Kern County.

The SYMPHONY has been organized as a nonprofit organization to encourage, promote, and publicize the arts in Kern County, and to provide information and referral services to organizations, artists, and citizens interested in the arts.

Funds were appropriated in the Fiscal Year 2026-27 County Budget in the sum of Forty-Five Thousand, ($45,000) Dollars for the purpose of encouraging, promoting, and publicizing the arts in Kern County through the services of the SYMPHONY.

NOW, THEREFORE, the Parties agree as follows:

1. During the term beginning July 1, 2026 and ending June 30, 2027, SYMPHONY will provide performances of classical and orchestral music to residents, including low-income and rural residents that are not regularly exposed to a live symphony orchestra. Additionally, SYMPHONY will seek to build cultural capital in our youth by providing robust education outreach programs to students of all ages throughout Kern County through its BSO Next (generation) program, Kids Discover Music program, a series of Young People's Concerts, and the Bakersfield Symphony Orchestral Academy, an educational initiative designed to connect young musicians with professional artistry of the SYMPHONY. SYMPHONY will continue to collaborate with music departments at Bakersfield College and Cal State University, Bakersfield.

2. In full consideration for all services rendered by SYMPHONY, COUNTY agrees to pay and SYMPHONY agrees to accept a sum not to exceed Forty-Five Thousand ($45,000) Dollars.

3. SYMPHONY 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 SYMPHONY as specified in **Paragraph 2**.

4. In the performance of Services, SYMPHONY shall be, and acknowledges that it is, in fact and law, an independent contractor and not an agent or employee of COUNTY. SYMPHONY has and

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retains the right to exercise full supervision and control of the manner and methods of providing Services to COUNTY. SYMPHONY retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting SYMPHONY in the provision of Services. With respect to SYMPHONY's employees, SYMPHONY 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. SYMPHONY agrees to maintain and make available to COUNTY accurate books and records relative to all its activities under this Agreement. SYMPHONY 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. SYMPHONY 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 the completion of a financial statement audit.

6. SYMPHONY 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 SYMPHONY or its officers, agents, employees, independent contractors, sub-contractors of any tier or authorized representatives arising out of this Agreement. Without limiting 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 SYMPHONY; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of SYMPHONY by any person or entity. SYMPHONY shall also indemnify COUNTY from any and all liability or damages incurred by COUNTY from any improper expenditure of funds by SYPHONY.

    a. Third Party Claims. If any claim is asserted or action or proceeding brought against COUNTY which alleges that all or any part of the music or performance supplied by SYMPHONY, infringes or misappropriates any United States or foreign patent or copyright, or any trade secret or other proprietary right, COUNTY shall give SYMPHONY prompt written notice thereof. SYMPHONY shall defend any such claim or action with counsel of SYMPHONY's choice and at SYMPHONY'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 SYMPHONY in the defense of any claim, action or proceeding and will make employees available as SYMPHONY may reasonably request with regard to such defense, subject to reimbursement by SYMPHONY of all costs and expenses occasioned by COUNTY's cooperation in such defense.

7. It is understood that SYMPHONY, in SYMPHONY'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:

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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 SYMPHONY. 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 SYMPHONY the repayment to COUNTY of any funds disbursed to SYMPHONY under this Agreement which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. SYMPHONY 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. SYMPHONY, 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 SYMPHONY's actions in connection with the performance of SYMPHONY's obligations, as required in this Agreement, shall secure and maintain insurance as described below. SYMPHONY shall not perform any work under this Agreement until SYMPHONY 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, SYMPHONY 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. SYMPHONY 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. SYMPHONY shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by SYMPHONY or COUNTY as an additional insured.

a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event SYMPHONY has employees who may perform any services pursuant to this Agreement, SYMPHONY shall submit written proof that SYMPHONY is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code. SYMPHONY shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by SYMPHONY. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, SYMPHONY shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered. SYMPHONY 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:

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(1) SYMPHONY 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 SYMPHONY'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. SYMPHONY 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 sub-paragraph 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:

(a) on ISO form CG 20 10 11 85; or

(b) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or

(c) 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, SYMPHONY, at SYMPHONY's option, shall either

(a) 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;

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(b) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or

(c) 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 SYMPHONY shall be maintained until the completion of all of SYMPHONY's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the SYMPHONY shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by SYMPHONY 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. SYMPHONY 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 SYMPHONY is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, SYMPHONY 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 SYMPHONY is equivalent to the above-required coverages.

f. All insurance afforded by SYMPHONY 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 a SYMPHONY'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 SYMPHONY 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 SYMPHONY to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by SYMPHONY. COUNTY, at its sole option, may terminate this Agreement and obtain damages from SYMPHONY resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to SYMPHONY, COUNTY shall deduct from sums due to SYMPHONY any premiums and associated costs advanced or paid by COUNTY for such insurance. If the balance of monies obligated to SYMPHONY pursuant to this Agreement are insufficient to reimburse COUNTY for the premiums and any associated costs, SYMPHONY 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 SYMPHONY.

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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 SYMPHONY shall be made to:

Bakersfield Symphony Orchestra
PO Box 751
Bakersfield, CA 93302

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 SYMPHONY. 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 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 SYMPHONY. Nothing contained in this Agreement shall give or allow any claim or right of action

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whatsoever by any other third person. It is the express intention of COUNTY and SYMPHONY that any such person or entity, other than COUNTY or SYMPHONY, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

17. SYMPHONY 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

By: _____

Chairman
Board of Supervisors

"COUNTY"

BAKERSFIELD SYMPHONY ORCHESTRA

Signed by:
By: Nicholas Gonzalez
CD9B9EE9D721436...

Nicholas Gonzalez,
Executive Director
Bakersfield Symphony Orchestra

"SYMPHONY"

APPROVED AS TO CONTENT:
County Administrative Office

Signed by:
By: Nancy Anderson
A1628A8D41164C9...

Nancy Anderson
County Administrative Officer

APPROVED AS TO FORM:
Office of County Counsel

Signed by:
By: Kelli M. King
2D13C66F03A64E7...

Kelli M. King
Deputy County Counsel