



ACTION MINUTES

**THOUSAND OAKS ALLIANCE FOR THE ARTS
REGULAR BOARD MEETING**

Thursday, July 12, 2018; 8:00 AM
Thousand Oaks Civic Arts Plaza – Acorn Room
2100 Thousand Oaks Blvd., Thousand Oaks, California

AGENDA

1. **CALL TO ORDER:** Meeting called to order at 8:09 am in the Acorn Room.
2. **ROLL CALL:** Present – Chair Leanne Neilson, Vice-Chair Robert Biery, Treasurer John Bradley, and Directors Eloise Cohen and Judith Linton; Absent – Secretary David Mead, and Director Janet Scherr.

Staff Present: John Adams, Ingrid Hardy, Patrick Hehir, Barry McComb, Niki Richardson and Jonathan Serret.

3. **PUBLIC COMMENTS** - None

4. **MINUTES**

A. Approve minutes from the June 14, 2018 regular Board meeting.

MOTION: Bradley made a motion to approve the minutes of the June 14, 2018 TOARTS regular board meeting; seconded by Biery; approved 5-0.

5. **BOARD BUSINESS**

A. SIX MONTH REVIEW – Executive Director provided the Board with a brief overview of the organization’s accomplishments over the last six months of operations.

- Advisory Council held discussion on proper TOARTS branding in February 2018.
- TOARTS and City hosted community Arts Education Focus Group meeting in March 2018.
- Created Arts Education plan for FY 2018-19 with five-year vision for growth.
- Approved design and budget for History Wall project.
- Awarded \$175,000 in FY 2018-19 Theatre Performance Grants.
- Completed and approved first TOARTS annual audit for FY 2016-17.
- Approved investment of City’s \$4 million contribution in a restricted endowment fund with California Community Foundation.
- Completed all of the strategic plan tasks for FY 2017-18.
- Angels of the Arts raised \$29,000 at their annual spring luncheon.

- Producer's Club luncheon raised over \$85,000 in contributions and pledges.
- CAP Presents performances attracted over 46,700 patrons during the season.
- Kids & The Arts program brought over 4,600 students to ballet performances at BAPAC.
- 120 Safe Passages children attended My Father's Dragon performance for free and met with the actors.
- 100 music students attended the Boston Pops performance for free and participated in a Q&A with the Boston Pops program manager.
- Launched TOARTS website in January 2018.
- Distributed Fall 2018 programming brochure with resident company insert.

B. COMMITTEES

- i. **Ad Hoc Arts Education Committee** – Linton presented the Committee's proposed arts education plan and budget for FY 2018-19 and five-year work plan objectives.

MOTION: Ad Hoc Arts Education Committee recommended Board approval of FY 2018-19 arts education program plan and budget and five-year arts education work plan objectives; seconded by Bradley; approved 5-0.

- ii. **Ad Hoc History Wall Committee** – Board Chair moved the Committee's report to later on the agenda.

- iii. **Ad Hoc Marketing Committee** – Executive Director proposed forming an Ad Hoc Marketing Committee to review proposals received in response to the branding strategy request for proposals.

MOTION: Bradley made a motion to form an Ad Hoc Marketing Committee to review branding strategy proposals; seconded by Biery; approved 5-0.

MOTION: Biery made a motion to appoint Cohen and Linton to the Ad Hoc Marketing Committee; seconded by Bradley; approved 5-0.

C. CONCESSIONS

- i. **Concessions Management Agreement** – Finance Director provided the Board with an overview of the key terms of the concessions agreement between TOARTS and Arcis Golf and recommended approval of an extension of the current contract.

MOTION: Linton made a motion to authorize the Board Chair to execute an agreement once finalized with Arcis Golf for concession services at the Bank of America Performing Arts Center with an initial term running from July 1, 2018 through December 31, 2021, with three Board approved five-year extensions that may be terminated with 120-day notice; seconded by Cohen; approved 5-0.

- D. **DEVELOPMENT** – Development Director reviewed the development calendar for FY 2018-19 and discussed projected revenue goals and expenses.

E. FINANCE

- i. **Monthly Financial Update** – Treasurer did not provide a monthly update because FY 2017-18 financials have not been closed out yet.
- ii. **FY 2018-19 Operating Budget** – Treasurer reviewed the proposed FY 2018-19 operating budget and discussed available funding from Board restricted and endowment funds. Board members asked to move approval of the budget to the next Board meeting in order to provide appropriate time for them to review the proposed budget.
- iii. **Retention of Independent External Auditor** – Finance Director provided an overview of the annual audit schedule and recommended approval of the current external auditor for the FY 2017-18 and FY 2018-19 annual audits.

MOTION: Biery made a motion to approve the retention of Lance, Soll & Lunghard, LLP as independent auditor for the fiscal years ending June 30, 2018 and June 30, 2019, not to exceed a fee of \$9,980 annually; seconded by Cohen; approved 5-0.

B. COMMITTEES

- ii. **Ad Hoc History Wall Committee** – Christina Adams of Partners in Recognition provided a brief presentation on the History Wall project that her firm has been engaged by the Board to design and construct.

F. MARKETING

- i. **TOARTS Branding** – Executive Director reported that the request for proposal for the branding project had been distributed on July 7, 2018.
- ii. **Promotion of Resident Companies** – Executive Director reported that the Marketing Director was working with the BAPAC resident companies to schedule the full-page ads promoting their respective upcoming seasons in the Ventura County Star and Acorn newspapers.
- iii. **Pop-Up Arts & Music Festival** – Executive Director reported that the inaugural festival was a success and that the City had received many positive comments from residents. Plans are already underway for expanding the festival in 2019.

G. PROGRAMMING

- i. **CAP Presents programming**
 - a. **CAP Presents programming policies and procedures** – Executive Director discussed the multi-level process staff goes through when booking and contracting performances for the CAP Presents series.
 - b. **FY 2017-18 ticket sales** – Board was provided with final results for the FY 2017-18 season.
 - c. **FY 2018-19 ticket sales** – Board was provided with an update on ticket sales.

- d. **Review future CAP Presents programming** – Board was provided with an update on outstanding artist offers and ongoing discussions regarding additional artists and attractions.

6. BOARD CALENDAR

- A. **Additions to the Calendar** – No additions or corrections to the calendar.

7. OTHER BUSINESS – None

8. EXECUTIVE DIRECTOR COMMENTS

- A. **Review of status of strategic plan tasks** – The item was moved to the next meeting.
- B. **Board planning retreat** – Board was reminded that the planning retreat is scheduled for Monday, September 17, 2018.

9. BOARD MEMBER COMMENTS – None

10. AGENDA FOR NEXT MEETING – Board agreed that August meeting would be canceled.

11. ADJOURNMENT – Adjourned at 9:40 a.m. until 8:00 a.m. on Thursday, September 13, 2018.



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Thousand Oaks, CA 91362

P 805 449 2590
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Agenda Item: 5.A.i.

E info@toarts.org
W toarts.org

To: Thousand Oaks Alliance for the Arts Board of Directors
From: Barry McComb, Executive Director
Date: July 10, 2018
Subject: **Brokaw Jackson Consulting Agreement**

RECOMMENDATION:

Authorize Board Chair to execute agreement with Brokaw Jackson Consulting for the facilitation of annual strategic planning retreats for a term running from July 1, 2018 through June 30, 2021 and not to exceed the sum of \$10,000 during the term of the agreement.

FINANCIAL IMPACT:

No Additional Funding Requested. \$5,000 is included in the proposed FY 2018-19 TOARTS Operations Budget and \$5,000 will be included in the FY 2019-20 TOARTS Operations Budget when it is presented for Board approval in June 2019. Administrative staff associated with coordinating the planning retreat and implementation of the annual work plan is provided by the City of Thousand Oaks through the Memorandum of Understanding with TOARTS.

BACKGROUND:

Brokaw Jackson Consulting (BJC) previously worked for two years with the City of Thousand Oaks and the Alliance for the Arts to facilitate the negotiations for the eventual merger of the Thousand Oaks Civic Arts Plaza Foundation and the Alliance for the Arts into a single nonprofit now known as TOARTS. In September 2017, BJC was contracted by TOARTS to facilitate a planning retreat and to prepare a two-year work plan for TOARTS's first two years of operations.

DISCUSSION/ANALYSIS:

It is common practice for nonprofit organizations to review and extend their strategic work plans on an annual basis in order to update the plans to reflect current operating conditions and programming initiatives. The agreement (see Attachment #1) calls for BJC to facilitate Board planning retreats in September 2018 and September 2019 and to work with the Board and support staff to develop strategic goals, strategies and tactics for TOARTS' FY 2018-19 and FY 2019-20 annual two-year work plans. Each of the planning retreats and annual work plans will be completed by October 31 of the respective fiscal year.

BJC is uniquely qualified to continue to facilitate the annual work plan project because of their previous work with the City of Thousand Oaks, Foundation, Alliance and TOARTS, and the trust and rapport they have developed with the TOARTS Board and support staff.

Project Name: TOARTS Annual Work Plan

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE THOUSAND OAKS ALLIANCE FOR THE ARTS
AND
BROKAW JACKSON CONSULTING**

THIS AGREEMENT is made and entered into this 13th day of September, 2018 by and between **THOUSAND OAKS ALLIANCE FOR THE ARTS**, a nonprofit corporation ("TOARTS"), and **BROKAW JACKSON CONSULTING** ("Consultant").

TOARTS and Consultant agree as follows:

1. RETENTION AS CONSULTANT

TOARTS hereby retains Consultant, and Consultant hereby accepts such engagement, to perform the services described in Section 2. Consultant warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by Consultant are as follows:

Professional services in conjunction with developing an annual two-year work plan for TOARTS. Services and deliverables shall generally include facilitating a Board planning retreat and the development of strategic goals, strategies, tactics and work plan as more particularly set forth in the Scope of Work, attached as Exhibit "A," which is incorporated herein by reference.

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to Consultant by TOARTS for the services under this Agreement **SHALL NOT EXCEED** the sum of eight thousand dollars (\$8,000) (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

In lump sum amounts upon completion of annual work plan per the following payment schedule:

- Fall 2018 – Four thousand dollars (\$4,000)
- Fall 2019 – Four thousand dollars (\$4,000)

(b) **Payment.** Consultant shall provide TOARTS with written verification of the actual compensation earned, in a form satisfactory to TOARTS' Project Manager.

Invoices shall be made no more frequently than on a monthly basis, and describe the work performed (including, if applicable, a list of hours worked by personnel classification). All payments shall be made within thirty (30) days after TOARTS' approval of the invoice.

4. TOARTS PROJECT MANAGER

The services to be performed by Consultant shall be accomplished under the general direction of, and coordinate with, TOARTS' "Project Manager", as that staff person is designated by TOARTS from time to time, and who presently is the TOARTS' Executive Director.

5. TERM, PROGRESS AND COMPLETION

The term of this Agreement is from the date first written above to December 31, 2019, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

Consultant shall not commence work on the services to be performed under the Agreement until (i) Consultant furnishes proof of insurance as required by paragraph 9 below, and (ii) TOARTS' Project Manager gives written authorization to proceed with the work. All services shall be completed according to the schedule in Exhibit "A."

6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Consultant's drafts, notes and internal memorandum), including duplication of same prepared by Consultant in the performance of these services, are the property of TOARTS. TOARTS shall be entitled to immediate possession of the same upon completion of the work under this Agreement, or at any earlier or later time when requested by TOARTS. TOARTS agrees to hold Consultant harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans, specifications, graphics, brochures, reports, and other documentation for purposes other than those described in this Agreement, unless written authorization of Consultant is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTS

This Agreement is for professional services, which are personal to TOARTS. Elena Brokaw and Debbie Jackson are deemed to be especially experienced and are key members of Consultant's firm, and shall be directly involved in performing, supervising, organizing, and assisting in the performance of the services contracted for in this Agreement. The key persons shall communicate with, and periodically report to, TOARTS on the progress of the work. Should either of the said individuals be removed from assisting in this contracted work for any reason, TOARTS may terminate this Agreement.

This Agreement is not assignable by Consultant without TOARTS 's prior written consent.

No part of the work described in this Agreement may be subcontracted out to other parties.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Consultant's Damages. Consultant holds TOARTS, its officers, agents, employees and volunteers, harmless from all of Consultant's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to Consultant, to Consultant's employees, to Consultant's contractors or subcontractors, or to the owners of Consultant's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third Party Claims/Liability. Consultant shall indemnify, defend with legal counsel approved by TOARTS, and hold harmless TOARTS, its officers, officials, employees and volunteers from and against all liability including, but not limited to, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of TOARTS. Should conflict of interest principles preclude a single legal counsel from representing both TOARTS and Consultant, or should TOARTS otherwise find Consultant's legal counsel unacceptable, then Consultant shall reimburse TOARTS its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. The Consultant shall promptly pay TOARTS any final judgment rendered against TOARTS (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of Consultant's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Consultant's obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of TOARTS under any provision of this Agreement, Consultant shall not be required to indemnify and hold harmless TOARTS for liability attributable to the active negligence of TOARTS, provided such active negligence is determined by agreement between the parties or by findings of a court of competent jurisdiction. In instances where TOARTS is shown to have been actively negligent and where TOARTS' active negligence accounts for only a percentage of the liability involved,

the obligation of the Consultant will be for that entire portion or percentage of liability not attributable to the active negligence of TOARTS.

(c) Nonwaiver. TOARTS does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by TOARTS, or the deposit with TOARTS, of any insurance certificates or policies described in Section 9.

9. MINIMUM SCOPE AND LIMIT OF INSURANCE

Without limiting Consultant's indemnification of TOARTS, and prior to commencement of Work, Consultant shall obtain, provide, and maintain at its own expense during the term of this Agreement, and any extension thereof, policies of insurance of the type and amounts described below and in a form that is satisfactory to the TOARTS.

Coverage shall be at least as broad as:

(a). **Commercial General Liability (CGL):** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry General Liability insurance coverage at least as broad as Insurance Services form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate for bodily injury, personal and advertising injury and property damage, including without limitation, blanket contractual liability.

(b). **Automobile Liability:** Consultant shall, at Consultant's sole cost and expense and throughout the term of this Agreement, and any extensions thereof, carry Automobile Liability insurance coverage at least as broad as Insurance Services form CA 00 01 or the exact equivalent covering bodily injury and property damage for all activities of Consultant arising out of or in connection with the work to be performed under this Agreement, including coverage of any owned, hired, non-owned, or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

If Consultant maintains higher limits than the minimum shown above, TOARTS requires and shall be entitled to coverage for the higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to TOARTS.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

TOARTS, its officers, officials, employees and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 10 01 and CG 20 37 10 01 if a later edition is used). The provision shall also apply to any excess liability policies. In addition, Consultant shall ensure that the automobile liability policy contains a provision covering TOARTS as an additional insured, and shall obtain an endorsement to that effect if it does not.

Excess Insurance

The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Umbrella or excess policies shall provide coverage at least as broad as specified for underlying coverages and covering those insured in the underlying policies. Coverage shall be "pay on behalf" with defense costs payable in addition to policy limits. There shall be no cross liability exclusion of claims or suits by one insured against the other. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and no-contributory basis for the benefit of TOARTS as required in written contract or agreement before TOARTS' own insurance or self-insurance shall be called upon to protect it as a named insured.

TOARTS' Rights of Enforcement

In the event any policy of insurance required under this Agreement does not comply with these specifications or is cancelled and not replaced, TOARTS has the right but not the duty to obtain the insurance it deems necessary and any premium paid by TOARTS will be promptly reimbursed by Consultant, or TOARTS will withhold amounts sufficient to pay premium from Consultant's payments. In the alternative, TOARTS may cancel this Agreement.

TOARTS' Right to Revise Specifications

TOARTS reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, TOARTS and Consultant may renegotiate Consultant's compensation.

Primary and Non-Contributory Coverage

For any claims related to this Agreement, Consultant's insurance coverage shall be primary insurance as respects TOARTS, its officers, officials, employees and volunteers.

Any insurance or self-insurance maintained by TOARTS, its officers, officials, employees or volunteers shall be excess of Consultant's insurance and shall not contribute with it and shall be at least as broad as CG 20 01 04 13.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to TOARTS.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by TOARTS. TOARTS may require Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with a current A.M. Best's rating of no less than A:VII, (unless otherwise acceptable to the TOARTS).

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this Agreement shall be endorsed to waive subrogation against TOARTS, its officers, officials, employees or volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Consultant hereby waives his own right of recovery against TOARTS, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to TOARTS prior to commencement of work.

Claims Made Policies

If any of the required policies provided coverage on a claims-made basis:

- (a). The Retroactive Date must be shown and must be before the date of the Agreement or the beginning of contract work.
- (b). Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the work required under this Agreement.
- (c). If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Agreement effective date,

Consultant must purchase “extended reporting” coverage for a minimum of five (5) years after completion of Agreement work.

Verification of Coverage

Consultant shall provide TOARTS with copies of certificates (on TOARTS certificate form or an Accord form as modified per TOARTS direction) for all policies, with the appropriate named additional insured coverage and an endorsement that they are not subject to cancellation without 30 days prior written notice to TOARTS. All certificates and endorsements are to be received and approved by TOARTS before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive Consultant's obligation to provide them. TOARTS reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that TOARTS is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

10. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractors and in no event shall Consultant be considered an officer, agent, servant or employee of TOARTS. Consultant shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

11. CORRECTIONS

In addition to the above indemnification obligations, Consultant shall correct, at its expense, all errors in the work that may be disclosed during TOARTS 's review of Consultant's report or plans. Should Consultant fail to make such correction in a reasonably timely manner, such correction shall be made by TOARTS, and the cost thereof shall be charged to Consultant or withheld from any funds due to Consultant hereunder.

12. TERMINATION BY TOARTS

TOARTS may, upon thirty (30) calendar days written notice, terminate without cause any portion or all of the services agreed to be performed under this Agreement. If termination is for cause, no advance notice need be given. In the event of termination, Consultant shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and

charges outstanding at the time of termination shall be payable by TOARTS to Consultant within thirty (30) days following submission of a final statement by Consultant unless termination is for cause. In such event, Consultant shall be compensated only to the extent required by law.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Consultant of the final payment made under this Agreement shall operate as and be a release of TOARTS from all claims and liabilities for compensation to Consultant for anything done, furnished, or relating to Consultant's work or services. Acceptance of payment shall be any negotiation of TOARTS 's check or the failure to make a written extra compensation claim within ten (10) calendar days of the receipt of that check. However, approval or payment by TOARTS shall not constitute, nor be deemed, a release of the responsibility and liability of Consultant, its employees, subcontractors, agents and consultants for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by TOARTS for any defect or error in the work prepared by Consultant, its employees, subcontractors, agents and consultants.

14. AUDIT OF RECORDS

Consultant shall maintain, in accordance with generally accepted accounting principles, complete and accurate records of all activities and operations relating to this Agreement. Records, including but not limited to, timecards, employment records, work progress reports, reimbursements, invoices, project records, proprietary data and information, as well as licensed software and any electronic records shall be kept for a period of four (4) years beyond the termination of this Agreement. Consultant agrees that TOARTS, or its authorized representative, shall have the right to examine, audit, excerpt, copy or transcribe any of the records pertaining to this Agreement at any time during normal business hours. Consultant shall reimburse TOARTS for all reasonable costs of the audit, including travel time and auditor costs, should such audit reveal an overcharge of five (5) percent or more. Any overcharge will be considered a breach of this Agreement and could be cause for termination. The obligations of this section shall be explicitly included in any subcontracts or other agreements entered into by Consultant with respect to this Agreement.

15. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or

breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this Agreement, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

16. CONFLICT OF INTEREST

Consultant is unaware of any TOARTS employee or official that has a financial interest in Consultant's business. During the term of this Agreement and/or as a result of being awarded this Agreement, Consultant shall not offer, encourage or accept any financial interest in Consultant's business by any TOARTS employee or official.

17. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this Agreement shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

18. MITIGATION OF DAMAGES

In all situations arising out of this Agreement, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

19. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Ventura County.

20. TAXPAYER IDENTIFICATION NUMBER

Consultant shall provide TOARTS with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. November 2017), as issued by the Internal Revenue Service.

21. NON-APPROPRIATION OF FUNDS

Payments due and payable to Consultant for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of TOARTS funds. In the event TOARTS has not appropriated sufficient funds for payment of Consultant services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.

22. MODIFICATION/AMENDMENT OF AGREEMENT

Any amendment, modification, or variation of the terms or tasks of this Agreement shall be in writing and shall be effective only upon the mutual written approval by the TOARTS Executive Director, or his/her designee, and Consultant.

23. USE OF THE TERM “TOARTS”

Reference to “TOARTS” in this Agreement includes TOARTS Executive Director or any authorized representative acting on behalf of TOARTS.

24. PERMITS AND LICENSES

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

25. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

26. AUTHORIZATION

Each party has expressly authorized the execution of this Agreement on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this Agreement.

27. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Consultant's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

28. PARTIAL INVALIDITY

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

29. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO TOARTS: Attention: Barry McComb
 Thousand Oaks Alliance for the Arts
 2100 Thousand Oaks Boulevard
 Thousand Oaks, CA 91362

TO CONSULTANT: Debbie Jackson
 Brokaw Jackson Consulting
 3582 Ojai Road
 Santa Paula, CA 93060

30. COUNTERPARTS/FAXED OR SCANNED SIGNATURES

This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or submitted electronically as a scanned image (i.e. files with .pdf, .tiff or .jpeg extensions), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or scanned signature page were an original thereof.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CONSULTANT

By: Debbie Jackson
Title: Proprietor

By: Elena Brokaw
Title: Principal

**THOUSAND OAKS ALLIANCE FOR
THE ARTS**

By: Leanne Neilson
Title: Board Chair

By: Robert Biery
Title: Board Vice Chair

EXHIBIT “A”

SCOPE OF SERVICES

The goals of this strategic planning process are to:

- Create an annual 2-year work plan, delineating staffing needs, funding needs, funding sources, marketing, and programs.

TOARTS Board Planning Retreats (September 2018 and September 2019)

Half-day planning retreats for TOARTS Board members for the purpose of strategic planning.

Consultant Deliverables:

- Retreat agenda
- Retreat facilitation
- Retreat notes including 2-year action plan

Required Assistance from TOARTS:

- Meeting with consultant to plan retreat and refine agenda
- Retreat venue and refreshments

Costs for FY 2018-19 Work Plan: \$4,000

Costs for FY 2019-20 Work Plan: \$4,000

**Thousand Oaks Alliance for the Arts - Concessions
Balance Sheet
As of June 30, 2018**

	Current Year Through 6/30/2018	Prior Year Through 6/30/2017
Assets		
Cash	\$ 52,358	\$ 28,652
Accounts Receivable (net)	-	1,155
Inventory	13,118	13,868
Prepaid Expenses	776	799
Total Assets	\$ 66,253	\$ 44,475
Liabilities and Net Assets		
Liabilities:		
Accounts Payable I/C Eagle Golf	\$ 2,377	\$ (309)
Accounts Payable Trade	2,507	266
Accounts Payable Taxes	3,202	2,816
Accrued Expenses	1,689	3,254
Deferred Income	2,394	2,394
Total Liabilities	12,168	8,421
Net Assets:		
Equity Capital	(168,505)	(140,241)
Retained Earning	176,295	107,858
Net Income / (Loss)	46,295	68,437
Total Net Assets	54,085	36,054
Total Liabilities and Net Assets	\$ 66,253	\$ 44,475

**Thousand Oaks Alliance for the Arts - Concessions
Income Statement
For the Twelve Months Ending June 30, 2018**

	Current Year Through 6/30/2018	Prior Year Through 6/30/2017
Revenue:		
Food and Beverage Sales	\$ 322,798	\$ 311,155
Total Revenue	<u>322,798</u>	<u>311,155</u>
Expenses:		
Cost of Sales	77,688	72,998
Salary and Benefits	132,486	110,728
General & Administrative	35,128	29,151
General Insurance	1,950	255
Management Fees	29,250	29,586
Total Expenses	<u>276,503</u>	<u>242,718</u>
 Change in Net Assets	 <u>\$ 46,295</u>	 <u>\$ 68,437</u>



BOARD MEETINGS, EVENTS AND PROJECTS CALENDAR

Updated 8/21/18

SEPTEMBER 2018

Board Planning Retreat

Monday, September 17, 2018 – 5:00 pm; Founders Room

Kids & The Arts – DLUX Puppet’s “Alice In Wonderland”

Wednesday, September 26, 2018 at 10:00 a.m. and 11:30 a.m. – Scherr Forum

Projects

- Placement of resident company ads in Acorn and Ventura County Star.
- Distribution of CAP Presents fall programming update.
- Select and finalize contract with branding consultant.
- Finalize school locations for National Geographic Live series.

OCTOBER 2018

Board Meeting

Thursday, October 11, 2018 – 8:00 am; Acorn Room

- Appoint Board member to fill seat on Cultural Affairs Commission effective November 2018.
- Establish Ad Hoc Nominating Committee to review candidates to fill vacant Director seats effective January 1, 2018.

Advisory Council Meeting

Friday, October 12, 2018 – 11:30 am; Founders Room

NOVEMBER 2018

Board Meeting

Thursday, November 8, 2018 – 8:00 am; Acorn Room

- Approve marketing/branding plan and budget for FY 2018-19.

Arts In The Schools – National Geographic Live / Mark Synnott

Friday, November 9, 2018 – Time and location TBD

DECEMBER 2018

Board Meeting

Thursday, December 13, 2018 – 8:00 am; Acorn Room

- Election of Board Directors to fill vacant seats effective January 1, 2019.
- Election of Board Chair and Treasurer for two-year terms ending December 31, 2020.

JANUARY 2019

Board Meeting

Thursday, January 10, 2019 – 8:00 am; Acorn Room

- Review of TOARTS activities over previous six months.
- Review of budget for 2019 Angels of the Arts luncheon.
- Review of budget for 2019 Producers Club luncheon.

Arts In The Schools – National Geographic Live / Bertie Gregoary

Friday, January 24, 2019 – Time and location TBD

FEBRUARY 2019

Board Meeting

Thursday, February 14, 2019 – 8:00 am; Acorn Room

Advisory Council Meeting

Wednesday, February 13, 2019 – 8:00 am; Founders Room

Arts In The Schools – National Geographic Live / Kara Cooney

Friday, February 22, 2019 – Time and location TBD

Projects

- Arts Education Committee meets to establish programming goals for FY 2019-20.

MARCH 2019

Board Meeting

Thursday, March 14, 2019 – 8:00 am; Acorn Room

Arts In The Schools – National Geographic Live / Thomas Peschak

Friday, March 15, 2019 – Time and location TBD

Kids & The Arts – Experiential Theater Company’s “Journey to Oz”

Tuesday, March 26, 2019 at 10:00 a.m. and 11:30 a.m. – Scherr Forum

APRIL 2019

Board Meeting

Thursday, April 11, 2019 – 8:00 am; Acorn Room

MAY 2019

Board Meeting

Thursday, May 9, 2019 – 8:00 am; Acorn Room

- Review preliminary draft of FY 2019-20 operating budget.

JUNE 2019

Board Meeting

Thursday, June 13, 2019 – 8:00 am; Acorn Room

- Approve FY 2019-20 operating budget.

JULY 2019

Board Meeting

Thursday, July 11, 2019 – 8:00 am; Acorn Room

- Review of TOARTS activities over previous six months.

FUTURE PROJECTS

Autograph Wall Project

- a. Approve design concept and contract with consultant.
- b. Launch fundraising effort to fund the project
- c. Installation of Autograph Wall – August/September 2019
- d. Unveil the Autograph Wall – October 2019

History Wall Project

- a. Enter into agreement with project consultant.
- b. Develop content for placement on the wall.
- c. Launch fundraising effort to fund the project
- d. Installation of History Wall – August/September 2019
- e. Unveil the History Wall – October 2019

FY 2018-19 ACTION TIMELINE

TASK	RESPONSIBILITY	DEADLINE	✓
Approve arts education plan	Board	July 2018	✓
Expand Kids & The Arts program into schools	Staff (NR, BM)	Sep 2017	C
Develop branding/communications plan	Staff (CD, NR, BM)	Oct 2018	C
Approve branding/communications plan	Board	Nov 2018	
Develop community impact advocacy plan	Staff (CD, NR, BM)	TBD	
Community survey on cultural wants and needs	Staff (CD, BM)	TBD	
Provide promotional support to resident companies	Board	TBD	C
Expand donor services	Staff (NR, KS)	TBD	
Develop BAPAC long-term improvement recommendations	Board	TBD	