

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's office at (310) 618-2780. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28CFR35.102-35.104 ADA Title II]  
Direct questions or concerns to the Commission Liaison at (310) 618-618-2937 or individual department head prior to submission to the Commission. Parties will be notified if the complaint will be included on a subsequent agenda.

**TORRANCE CULTURAL ARTS COMMISSION AGENDA  
MONDAY, APRIL 17, 2023  
REGULAR MEETING  
7:00 P.M.  
WEST ANNEX COMMISSION MEETING ROOM  
CITY HALL, 3031 TORRANCE BOULEVARD**

**THE CULTURAL ARTS COMMISSION MAY TAKE ACTION ON ANY ITEM LISTED  
ON THE AGENDA**

**1. CALL MEETING TO ORDER**

**ROLL CALL:** Commission members Cabrera, Carrasco, Hsiao, Klinenberg, Kraemer, Sargent, Chair Polcari

**2. FLAG SALUTE:**

**3. REPORT OF THE CITY CLERK ON THE POSTING OF THE AGENDA**

The agenda was posted on the Public Notice Board at 3031 Torrance Bl. and on the City's Website on Thursday, April 13, 2023 /s/ Rebecca Poirier

**4. ANNOUNCEMENT OF WITHDRAWN, DEFERRED, AND/OR SUPPLEMENTAL ITEMS**

**5. ORAL COMMUNICATIONS (Limited to a 15 minute period)**

*This portion of the meeting is reserved for public comment on items on the agenda or on topics of interest to the general public. Under the Ralph M. Brown Act, Commissioners cannot act on items raised during public comment but may respond briefly to statements made or questions posed; request clarification; or refer the item to staff. Speakers under this Public Comment period will have no longer than 1 minutes per speaker. Your comment to the Commission meeting will be recorded as part of the meeting. By staying in the meeting and making public comment during the meeting, you are agreeing to have your comment recorded.*

**6. CONSENT CALENDAR**

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, that item will be removed by a Commissioner from the Consent Calendar and considered separately.*

**6A. APPROVAL OF MINUTES:**

Recommendation of Cultural Services Manager that the Cultural Arts Commission approve the Cultural Arts Commission minutes of March 20, 2023.

## **7. ADMINISTRATIVE MATTERS**

### **7A. CULTURAL SERVICES DIVISION UPDATES**

Recommendation of the Cultural Services Division that the Cultural Arts Commission receive and file updates on the Cultural Services activities.

### **7B. DISCUSS AND VOTE ON THE TOCA ANNUAL AGREEMENT**

Recommendation of the Cultural Arts Division that the Cultural Arts Commission discuss and vote on the July 1, 2023 to June 30, 2025 TOCA Annual Agreement.

### **7C. VOTE FOR NEW EXCELLENCE IN ARTS CATEGORY**

Recommendation of the Cultural Services Division that the Cultural Arts Commission vote for an Arts Award category for Youth.

### **7D. APPOINTMENT OF COMMISSIONERS TO EXCELLENCE IN ARTS CATEGORIES**

Recommendation of the Cultural Services Division that the Cultural Arts Commission vote for each Commissioner to head a specific arts category for the Excellence in Arts Awards.

## **8. COMMISSION ORAL COMMUNICATIONS**

## **9. ADJOURNMENT**

**9A.** Adjournment of the Cultural Arts Commission Meeting to MONDAY, May 15, 2023 at 7:00 p.m.

**MINUTES OF A REGULAR MEETING OF  
THE TORRANCE CULTURAL ARTS COMMISSION**

**1. CALL MEETING TO ORDER**

The Torrance Cultural Arts Commission convened in a regular session at 7:00 p.m. on Monday, March 20, 2023, in the West Annex Commission Meeting Room.

**ROLL CALL**

Present: Commissioners Cabrera, Carrasco, Hsiao, Klinenberg, Kraemer, Sargent, and Chair Polcari.

Absent: None.

Also Present: Cultural Services Manager Monica Harte, Torrance Transit Senior Business Manager David Mach, and Community Services Director John La Rock.

**2. FLAG SALUTE**

The Pledge of Allegiance was led by Commissioner Kraemer.

**3. REPORT OF THE CITY CLERK ON THE POSTING OF THE AGENDA**

Chair Polcari reported that the agenda was posted on the Public Notice Board at 3031 Torrance Boulevard and on the City's website on Thursday, March 16, 2023.

**4. ANNOUNCEMENT OF WITHDRAWN, DEFERRED, AND/OR SUPPLEMENTAL ITEMS:**

None.

**5. ORAL COMMUNICATIONS**

A member of the public spoke.

**6. CONSENT CALENDAR**

**6A. APPROVAL OF MINUTES: FEBRUARY 27, 2023**

**MOTION:** Commissioner Klinenberg moved to approve the February 27, 2023 minutes as amended. Commissioner Kraemer seconded the motion; a roll call vote reflected unanimous approval.

**7. ADMINISTRATIVE MATTERS**

**7A. CULTURAL SERVICES DIVISION UPDATES**

Cultural Services Manager Harte gave updates on the Cultural Services Division Updates:

- Torrance Art Museum is opening March 25, 2023.
- Cherry Blossom Festival will take place March 26, 2023.
- Torrance Theatre Company opens with "Wild with Happy" April 1, 2023.

- Torrance Rose Float Association has selected the 2024 Rose Float design.
- Torrance Sister City Association prepares for the 2023 Bunka-Sai Japanese Cultural Festival taking place April 15 and 16, 2023.
- Free Concert Series in the Park will include new films.
- Arts classes are filling up quickly with additional classes being investigated.
- Theatre Company, Hot Tip, will have Cindy Shields as their special guest April 2, 2023.
- Torrance Art Museum will do an art installation in the Cultural Arts Center consisting of solid bright colors throughout the halls.
- Summer camps at Wilson Park will include improv and Shakespeare camp for the youth.
- Torrance Civic Choral Broadway performances will occur end of March and all through April 2023.

**7B. LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY C-LINE EXTENSION**

Torrance Transit Senior Business Manager Mach gave a presentation on the Los Angeles County Metropolitan Transportation Authority C-Line Extension:

- LA Metro is bringing passenger light-rail to Torrance, a 4.5-mile extension starting from the Marine Station in Redondo Beach and ending at the Mary K. Giordano Regional Transit Center, funded by Measure R and Measure M.
- The extension will go through three cities: Lawndale, Redondo Beach, and Torrance.
- Metro has been studying three options through the California Environmental Quality Act (CEQA): Proposed Project - Elevated/At-Grade, Right-of-Way/Trench, and Elevated at Hawthorne Boulevard.
- Torrance City Council has unanimously voted to support the Proposed Project, Right-of-Way with Elevated/At-Grade option.
- Metro's goal is to provide alternative means of transportation, reduce pollution and greenhouse gas emissions, minimize environmental impacts, and improve connections to the LA Metro bus and train connections.
- Based on studies, the Elevated at Hawthorne Boulevard option will not have any significant impacts to art in Lawndale, Redondo Beach, or Torrance.
- LA Metro will provide opportunity to local artists through the Arts Program funded through the state.
- Tap cards used to pay fares could be a limited-edition card unique to Torrance Transit featuring local art.
- During construction, banners will be placed around the local area, this could be an opportunity for local artists to provide designs to be utilized.
- Near the Mary K. Giordano Regional Transit Center, Metro is planning a future red car trolley that will service Old Town Torrance, Torrance Beach, and the hotel corridors.

- Mailers have been sent to Torrance residents. Residents can either return their mailers or go online to complete a survey by March 27, 2023, to be included in Metro's Draft EIR. Comments submitted after March 27, 2023, will still be accepted but will not be part of the Draft EIR.

**8. COMMISSION ORAL COMMUNICATIONS**

Commissioners Kraemer, Hsiao, Sargent, Carrasco, Cabrera, and Chair Polcari spoke.

Commissioner Cabrera requested that the Commission discuss ways to encourage local businesses to have performing and visual arts. Cultural Services Manager Harte acknowledged the request.

**9. ADJOURNMENT:**

**MOTION:** At 8:10 p.m., Commissioner Kraemer moved to adjourn the meeting to Monday, April 17, 2023, at 7:00 p.m. in the West Annex Commission Meeting Room. The motion was seconded by Commissioner Sargent; a roll call vote reflected unanimous approval.

###

For Commission Meeting  
April 17, 2023

**TO: CULTURAL ARTS COMMISSION**

**FROM: MONICA HARTE, CULTURAL SERVICES MANAGER**

**RE: CULTURAL SERVICES DIVISION MANAGER- DIVISION UPDATES**

Recommendation of the Cultural Services Division Manager that the Cultural Arts Commission receive and file updates on the Cultural Services Division:

- Torrance Art Museum's Opening reception on March 25, 2023 for Co/Lab, attracted 250 people. We are currently seeking volunteers to help with front desk.
- Torrance Theatre Company's highly successful Wild With Happy closes April 22, 2023. They held auditions for Native Gardens, which opens June 3, 2023 and runs through June 24, 2023.
- Excellence in Arts Subcommittee met April 11, 2023 and discussed expanding the award categories, social media marketing, and commission assignments.
- Torrance Civic Chorale presents Broadway in Torrance April 22, 2023 at 7:30PM.
- The Poet Laureate program will not move forward at this time. The Youth Poet Laureate candidate, Cameron Berga, was granted a \$500 scholarship for his work.
- The Free Concert Series in the Park Subcommittee meets April 24, 2023.
  - Confirmed events include Palos Verdes Symphonic Band, The Manuel Band, Hot Tip (Improv), Movie Night, House Party (DJs at Torrance Art Museum), Shakespeare in the Park.
  - We are currently seeking sponsorships.
- Torrance Sister City Association Bunka-Sai Festival - April 15, 2023 and April 16, 2023.
- Torrance Rose Float Association: updates pending professional float rendering.

Respectfully Submitted,



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Monica Harte  
Cultural Services Manager

For Commission Meeting  
April 17, 2023

**TO: CULTURAL ARTS COMMISSION**

**FROM: MONICA HARTE, CULTURAL SERVICES MANAGER**

**SUBJECT: CULTURAL SERVICES DIVISION REPORT – April 2023**

**Administration**

Staff worked closely with TSCA for the Bonka-Sai event that occurred this past weekend. Staff has been planning a social media strategy to promote Excellence in Arts Awards in October, and encourage residents to submit nominations for each of the seven categories.

Staff is reaching out to surrounding businesses and creating partnerships to garner potential sponsors for the popular summer event Concert Series in the Park.

**Gia Jordahl, Producing Artistic Director, Torrance Theatre Company**

**Torrance Theatre Company**

WILD WITH HAPPY by Colman Domingo opens April 1<sup>st</sup> and closes April 22<sup>nd</sup>. Tickets are on sale now at [www.torrancetheatrecompany.com](http://www.torrancetheatrecompany.com)

HOT TIP improv shows continue on the first Sunday of the month at 7PM, and an additional (uncensored) 9:00 pm performance is added base on demand. The next shows are Sunday May 7<sup>th</sup> at 7:00 and 9:00. Tickets are on sale now at [www.torrancetheatrecompany.com](http://www.torrancetheatrecompany.com). HOT TIP is slated to do a couple performances in the park during the Summer Concert Series.

Torrance Theatre Company (TTC) is excited to add summer camps at Wilson Park this year, featuring two weeks of Improv, and one week of Shakespeare. More info on these new offerings will be available in the Summer Seasons Guide.

Starlight Productions is returning to the Ken Miller Center this summer for 6 weeks of drama camp after an extremely successful outing last summer.

Auditions for the last play of the TTC's 22-23 season will be in early April. The show is NATIVE GARDENS by Karen Zacarias, and will be directed by Glenn Kelman. The show will open the first week of June.

Announcements for the TTC 23-24 season, including the annual summer musical are coming soon!

**Torrance Civic Chorale**

The Torrance Civic Chorale is preparing their concert, Broadway in Torrance, featuring everyone's favorite Broadway tunes. The concert is at the James R. Armstrong Theatre on Saturday, April 22<sup>nd</sup> at 7:30 pm. Tickets available at [www.TorranceCivicChorale.net](http://www.TorranceCivicChorale.net).

### **Torrance Sister City Association**

No updates

### **Rose Float Association**

The Rose Float Association held their monthly meeting. We are still awaiting the design renderings from Fiesta Floats.

### **Max Presneil, TAM Curator and Director**

#### **Torrance Art Museum**

Torrance Art Museum held the opening reception for the international collaborative exhibition, Co/Lab, on Saturday March 25<sup>th</sup>.

About 250 people attended the opening and the response was very encouraging – which has led to an increase in visitor numbers by word-of-mouth endorsements. The show featured artists from South Korea, South Africa, Sweden, Spain, Japan, and other nations, alongside artists from California.

### **Nico Clifton, Performing Arts Program Coordinator**

#### **Classes**

Winter class surveys were returned with overwhelming positive reviews. Many participants were satisfied with their experiences and their children's experiences in the class.

Examples include:

*"Danuta (piano instructor) is very sweet and caring. Provides good positive feedback"*

*"Mr. Druitt (youth ceramics instructor) is one of the best teachers we've had the pleasure to interact with. Torrance is so lucky to have him in the classroom"*

*"Efrat is a wonderful yoga instructor. I have taken her classes for years. She is knowledgeable & personable. It is a great class for a beginning yogi or an experienced yogi!"*

The RKDC Winter Kids Show was held at the James Armstrong Theatre on March 18<sup>th</sup>. Two shows were held that day – both sold out. It was a great highlight for our young dancers. Spring classes started on March 27<sup>th</sup>. This session included a total of ninety-seven classes with 1,316 enrollees.



Honorable Chair and Members  
of the Cultural Arts Commission  
City Hall  
Torrance, California

**Members of the Commission:**

**SUBJECT: General Services – Review annual agreement for the Torrance Cultural Arts Foundation to promote the Torrance Cultural Arts Center.**

**RECOMMENDATION**

The General Services Senior Business Manager recommends that the Cultural Arts Commission review and discuss the agreement with the Torrance Cultural Arts Foundation (TOCA) in the amount of \$338,800 to promote the Torrance Cultural Arts Center for a two year period beginning July 1, 2023 and ending June 30, 2025.

**FUNDING**

Funding is available in the FY 2023–24 through FY 2024-25 General Fund – General Services.

**BACKGROUND/ ANALYSIS**

The original agreement was for a period commencing September 16, 1997 and expiring June 30, 1998, and has been extended each fiscal year through June 30, 2023. The agreement includes requirements for types and minimum number of performances, as well as financial obligations from both TOCA and the City.

**Overview**

The proposed 2023-2025 agreement contains the same terms as the previously approved 2021-2023 agreement with the exception of show count and composition.

- 2021-2023: Provide a seasonal series of approximately twenty-five programs for a general audience and eight children's interest programs.
- 2023-2025: Provide a seasonal series of approximately twenty-five programs for a general audience, at least four of which are children's interest programs.

This change in programming has been clarified by TOCA.

"It's always been our effort to make all our programming affordable, but specifically our children's programs. These shows are typically attended by families, which require purchasing 4 or more tickets. With the increase of touring expenses (food, transportation, accommodations and general cost of living) it is getting harder and harder to find children's programming that would be affordable and well attended. Additionally,

most of TOCA's programming is family friendly, which reduces the need for children specific programs.”

The remaining services listed below, remain unchanged from the previous agreement.

- Provide quality artistic productions to the Center.
- Provide well known performers to the Center.
- Provide an annual report to the City of Torrance in regards to the success of the Foundation in accomplishing the above goals and indicating programming projections for the following year.

In return for the services rendered, the City of Torrance, will provide TOCA with \$169,400 annually in cash, services and expenses. A breakdown of these funds is shown in the chart below.

### Budget History

As adopted in the 2021-2023 City Council budget hearing, annual ongoing funding for TOCA is currently set at \$169,400. This amount is expected to continue for FY 2023-2025 pending the May 2023 Torrance City Council Budget Hearings.

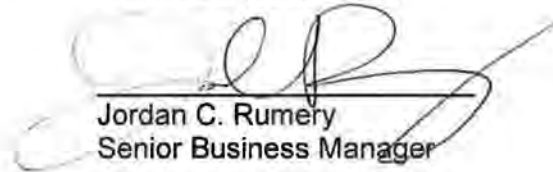
Below is a table showing the subsidy amount given by the city from the adoption of the original annual agreement until present.

### **Torrance Cultural Arts Foundation Annual Subsidy History**

	Cash Payment	Theatre Labor	In-Kind Support	Additional Facility Usage	Festival of the Arts	Total
1997-2002	\$20,000		\$25,000			\$45,000.00
2002-2006	\$30,000	\$25,000	\$25,000			\$80,000.00
2006-2009	\$41,800	\$36,240	\$25,000			\$103,040.00
2009-2010	\$48,180	\$46,240	\$25,000			\$119,420.00
2010-2013	\$41,800	\$36,240	\$25,000			\$103,040.00
2013-2014	\$48,180	\$36,240	\$25,000			\$109,420.00
2014-2016	\$74,400	\$40,000	\$30,000	\$25,000.00		\$169,400.00
2016-2017	\$74,400	\$50,000	\$30,000	\$15,000.00	\$11,812.00	\$181,212.00
2017-2018	\$74,400	\$46,594	\$30,000	\$11,594.00	\$17,565.75	\$180,153.75
2018-2019	\$74,400	\$50,000	\$30,000	\$15,000.00	\$3,784.50	\$173,184.50
2019-2023	\$74,400	\$50,000	\$30,000	\$15,000.00		\$169,400.00

Pending direction from your honorable body, staff will prepare the agreement for formal adoption by council.

Respectfully Submitted,



Jordan C. Rumery  
Senior Business Manager

Attachments:

A – 2021/2023 Agreement with Torrance Cultural Arts Foundation

**AGREEMENT**

**THIS AGREEMENT** is made and entered into as of June 22, 2021 by and between the **CITY OF TORRANCE**, a municipal corporation ("City") and the **TORRANCE CULTURAL ARTS FOUNDATION**, a California nonprofit public benefit corporation ("Foundation").

**RECITALS**

A. The City operates the Torrance Cultural Arts Center ("Center") to foster the cultural enrichment and education of the community and to enhance the quality of life to the City through:

- Providing visual, performing and literary arts programs
- Facilitating cultural programs provided by other groups in the community
- Developing and serving the widest possible audience for cultural programs
- Providing facilities for cultural programs and other community uses
- Promoting and developing partnerships between cultural groups

B. The Foundation provides assistance to the City in a number of areas related to publicizing the Center and booking events at the Center; and

C. The City wishes to obtain the continued assistance of the Foundation with respect to the Center.

**AGREEMENT**

1. Purpose of Agreement

The City retains the Foundation to assist in promoting and advertising the Center and in obtaining bookings for events at the Center. The parties understand and agree that the Foundation, while retained under this Agreement, will also be rendering other services to its members and to the public generally.

2. Foundation Services

The Foundation will:

- Provide a seasonal series of approximately twenty-five programs for a general audience and eight children's interest programs.
- Provide quality artistic productions to the Center.
- Provide well known performers to the Center.
- Provide an annual report to the City of Torrance in regards to the success of the Foundation in accomplishing the above goals and indicating programming projections for the following year.

C 2021-080

- Provide a procedure for credit card entries made at the time of telephone ticket purchases to be used for charge purchases, and that only a picture ID of the card-holder, rather than machine "card-swiping", be necessary at the time of ticket pickup at a Foundation-sponsored performance.  
However, should a large block of tickets, 20 or more, be purchased by telephone for a performance, the Box Office is to follow traditional procedure and require presentation of the credit card at the time of ticket pickup for a machine imprint of the card.  
The Foundation agrees to be responsible for any "bad" credit card purchases resulting from this practice. As part of the agreement, the Box Office or appropriate City financial department will alert the Foundation as soon as a bad credit card charge is discovered.
- Assume full responsibility for all ticket sales which are initiated by any parties other than the Box Office. This includes the collection and processing of payments, the assignment, tracking and distribution of tickets, and any other related customer service matters. The Box Office will act only to process orders from customers who contact them directly, either in person or via the Box Office phone line.

### 3. Term

The Foundation will be retained under this Agreement for the period commencing as of July 1, 2021 and ending June 30, 2023.

### 4. Compensation

For services rendered pursuant to this Agreement, the Foundation will receive \$169,400 annually in cash, services and expenses. The Foundation will receive \$74,400 annually in cash, which will be paid on July 19th, 2021 and 2022. In addition to the cash payment, the Foundation will also receive from the City the following budgeted amounts: \$30,000 annually for certain in-kind support services, which may include printing, mailing and clerical services; \$50,000 annually for Theatre labor expenses and \$15,000 annually for facility use for other Cultural Arts Center venues.

### 5. Non-Liability of City Officers and Employees

No officer or employee of the City will be personally liable to the Foundation in the event of any default or breach by the City or for any amount that may become due to the Foundation.

### 6. Indemnity

The Foundation agrees to indemnify, defend, and hold harmless CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council, each member thereof, present and future, members of boards and

commissions, their officers, agents, employees and volunteers (collectively "City Affiliates") from and against any and all liability, expenses, including defense costs and legal fees, and claims for damages whatsoever, including, but not limited to, those arising from breach of contract, bodily injury, death, personal injury, property damage, loss of use, or property loss however the same may be caused and regardless of the responsibility for negligence.

The obligation to indemnify, defend and hold harmless includes, but is not limited to, any liability or expense, including defense costs and legal fees, arising from the negligent acts or omissions, or willful misconduct of the Foundation, its officers, employees, agents, subcontractors or vendors. The Foundation's obligations to indemnify, defend and hold harmless will apply even in the event of concurrent negligence on the part of City Affiliates, except for liability resulting solely from the negligence or willful misconduct of City Affiliates. Payment by CITY is not a condition precedent to enforcement of this indemnity. In the event of any dispute between the Foundation and CITY, as to whether liability arises from the sole negligence of City Affiliates, the Foundation will be obligated to pay for the defense of City Affiliates until such time as a final judgment has been entered adjudicating City Affiliates as solely negligent. The foundation will not be entitled in the event of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

## 7. Insurance

The Foundation and its subcontractors must maintain at their sole expense the following insurance, which will be full coverage, not subject to self-insurance provisions:

A. Automobile Liability, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- (1) Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence; and
- (2) Primary Property Damage of at least \$250,000 per occurrence; or
- (3) Combined single limits of \$1,000,000 per occurrence.

B. Commercial General Liability including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$2,000,000 per occurrence, \$4,000,000 aggregate.

C. Workers' Compensation coverage as required by the Labor Code of the State of California and, if workers' compensation is required, employer's liability insurance with minimum limits of (\$1,000,000) per occurrence or occupational illness. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CITY for all work performed by the Foundation, its employees, agents and subcontractors.

8. The insurance provided by the Foundation will be primary and non-contributory.
9. CITY, the Successor Agency to the Former Redevelopment Agency of the City of Torrance, the City Council and each member thereof, members of boards and commissions, every officer, agent, official, employee and volunteer must be named as additional insureds under the automobile and general liability policies.
10. The Foundation must provide certificates of insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) indicating appropriate coverage, to the City Clerk of the City of Torrance before the commencement of work.
11. Each insurance policy required by this Paragraph must contain a provision that no termination, cancellation or change of coverage can be made without notice to the CITY.
12. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.
13. If the Foundation maintains broader coverage and/or higher limits than the minimums shown above, the CITY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Foundation. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.
14. The procuring of insurance shall not be construed as a limitation on liability nor as full performance of the indemnification provisions of the Foundation.
15. The Foundation hereby grants to CITY a waiver of any right to subrogation which any insurer of the Foundation may acquire against the CITY by virtue of the payment of any loss under such insurance. The Foundation agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

16. Independent Contractors

Nothing contained in this Agreement will make either of the parties the partner of the other, nor be construed as creating a joint venture between the parties. Both parties will at all times be deemed to be independent contractors. The Foundation will have no right to obligate the City in any manner whatsoever, and nothing in this Agreement will be deemed to give any rights to any third party. While the Foundation agrees to perform the duties set forth in the Agreement, the Foundation has the sole control over the management of these activities in the manner in which these duties are carried out.

17. Reporting Procedure

The Foundation agrees to provide the City with an annual executive summary, and oral report with supporting material of its activities and efforts with regard to this Agreement, before the Cultural Arts Commission so that they may recommend that City Council accept and file.

18. Conflict of Interest

- A. No officer or employee of the City may have any financial interest, direct or indirect, in this Agreement, nor may any officer or employee participate in any decision relating to the Agreement that effects the officer or employee's financial interest or the financial interest of any corporation, partnership or association in which the officer or employee is, directly or indirectly interested, in violation of any law, rule or regulation.
- B. No person may offer, give, or agree to give any officer or employee or former officer or employee, nor may any officer or employee solicit, demand, accept, or agree to accept from another person, a gratuity or an offer or employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any way pertaining to any program requirement, contract or subcontract, or to any solicitation or proposal.

19. Notice

- A. All notices, requests, demands, or other communications under this Agreement will be in writing. Notice will be sufficiently given for all purposes as follows:
  - (1) Personal delivery. When personally delivered to the recipient: notice is effective on delivery.
  - (2) First Class mail. When mailed first class to the last address of the recipient known to the party giving notice; notice is effective three mail delivery days after deposit in an United States Postal Service office or mailbox.
  - (3) Certified mail. When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.



- (4) Overnight delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account; notice is effective on delivery, if delivery is confirmed by the delivery service.
- (5) Facsimile transmission. When sent by fax to the last fax number of the recipient known to the party giving notice; notice is effective on receipt. Any notice given by fax will be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

Foundation: Torrance Cultural Arts Foundation  
P.O. Box 10416  
Torrance, CA 90505  
Fax: (310) 378-0044

City: City Clerk  
City of Torrance  
3031 Torrance Boulevard  
Torrance, CA 90503  
Fax: (310) 618-2931

- B. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified, will be deemed effective as of the first date the notice was refused, unclaimed or deemed undeliverable to the postal authorities, messenger or overnight delivery service.
- C. Either party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

20. Prohibition Against Assignment and Subcontracting

This Agreement and all exhibits are binding on the heirs, successors, and assigns of the parties. The Agreement may not be assigned or subcontracted by either City or Foundation without the prior written consent of the other.

21. Authority to Execute

The persons executing this Agreement on behalf of the Foundation warrant that (i) the Foundation is duly organized and existing; (ii) they are duly authorized to execute this Agreement on behalf of the Foundation; (iii) by so executing this Agreement, the Foundation is formally bound to the provisions of this Agreement; and (iv) entering into

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this Agreement does not violate any provision of any other agreement to which the Foundation is bound.

For Commission Meeting  
April 17, 2023

**TO: CULTURAL ARTS COMMISSION**

**FROM: MONICA HARTE, CULTURAL SERVICES MANAGER**

**RE: ADD EXCELLENCE IN ARTS CATEGORY**

The Excellence in Arts Awards recognize individuals, groups, and corporations who make outstanding contributions to the arts in one of the following categories: Dance; Drama & Theatre Arts; Music; Visual Arts & Design; Literary Arts; Arts Education, and the Katy Geissert Award.

Cultural Services Manager, Monica Harte, recommends that the Commissioners add a Youth Arts category for Torrance youth under the age of 18 who display excellence in any arts category.

Respectfully Submitted,



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Monica Harte  
Cultural Services Manager

For Commission Meeting  
April 17, 2023

**TO: CULTURAL ARTS COMMISSION**

**FROM: MONICA HARTE, CULTURAL SERVICES MANAGER**

**RE: APPOINTMENT OF COMMISSIONERS TO ARTS CATEGORIES**

The Excellence in Arts Awards recognize individuals, groups, and corporations who make outstanding contributions to the arts in one of the following categories: Dance; Drama & Theatre Arts; Music; Visual Arts & Design; Literary Arts; Arts Education, and the Katy Geissert Award.

Cultural Services Manager, Monica Harte, recommends that the Commissioners select one of the categories listed above to head and facilitate the necessary community outreach.

Respectfully Submitted,



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Monica Harte  
Cultural Services Manager