

COUNTY OF VENTURA CONTRACT NUMBER #xxxx

C O N T R A C T

This Contract is entered into this 13th day of December 2022 by and between the County of Ventura, a political subdivision of the State of California (County), and Museum of Ventura County, a nonprofit corporation (MVC).

RECITALS

Whereas, on December 4, 1913 the Ventura County Board of Supervisors (Board), on behalf of County, accepted title to the “Dr. Cephus L. Bard Collection of Curios,” a collection of ancient implements, fossils, tools, weapons and attire from the Chumash Indians and Spanish and Mexican settlers (Bard Collection), which County displayed in the newly built County courthouse, thus constituting County’s original museum, known as the Pioneer Museum; and

Whereas, a County museum housing the Bard Collection and other Ventura County-related artifacts, records, documents, books, works of art, maps, photographs, negatives, oral histories, articles of incorporation, periodicals and the like (the museum collection) has continuously operated in Ventura County since that time;

Whereas, in 1957, the Ventura County Historical Society (Society) was incorporated as a nonprofit corporation; in 1988, the corporation’s name was changed to the Ventura County Museum of History and Art; and in or about January 2007, the corporation’s name was again changed, to the Museum of Ventura County;

Whereas, in 1975, the Board enacted Ordinance No. 3097, establishing the Ventura County Historical Museum (museum) pursuant to Public Resources Code section 5120 to house and display the museum collection and providing that the Society “may be delegated the management, operation, maintenance and regulation of the Ventura County Historical Museum on such terms as may be mutually agreeable”;

Whereas, in 1976, County and the Society entered into a “Contract for Management and Operation of Museum” (1976 contract) providing that the Society shall “manage and operate” the museum and empowering the Society to “act as agent” of County to, among other things, “purchase, collect, trade, exchange, or otherwise acquire . . . material proper or necessary for the use” of the museum, to “sell, lend, or exchange material according to the established custom of museums. . . .” and to “acquire and maintain a library in the furtherance of the objects” of the museum;

Whereas, the 1976 contract provided, “Unless inconsistent with the terms of its acquisition, the title to property acquired for purposes of the [m]useum rests in County”;

Whereas, in March of 1978, the 1976 contract was amended to specifically provide that the Society “may serve as the county historical archives and acquire and maintain historical records” and that the County “will retain ownership of all transferred materials” to the Society;

Whereas, in 1978, in the wake of passage by voters of Proposition 13, which capped ad valorem property taxes, County terminated the 1976 contract;

Whereas, from 1913 until 1978, County fully funded the operation of the museum;

Whereas, from the termination of the 1976 contract in 1978 through today, MVC and its predecessors have continued to house the museum collection and operate the museum, and County has continued to provide some funding for the operation of the museum, including partially funding the salary of a research librarian;

Whereas, there are presently two museum locations, one at 100 East Main Street in Ventura, California, in operation since 1978, and another, operated under the name "Agriculture Museum," at 926 Railroad Avenue in Santa Paula, California;

Whereas, in 2017, due to the dire financial position of MVC, MVC requested significant financial support from the City of Ventura and County for the next five years;

Whereas, in 2018, County approved a five-year funding and management plan for the museum (management plan) given its historical relationship and significance to the region;

Whereas, from 2018 to present MVC met the conditions of the management plan and established 60 partner programs, digitized 4,621 items, increased the restricted endowment from \$2.7 million to \$8.5 million, increased the Board of Directors-restricted endowment from \$0 to \$3.5 million, attracted 250 new donors every year, and reworked exhibits for Spanish translation;

Whereas, the museum has exceeded the County's expectations and performed at a high level throughout the lifecycle of the current management plan;

Whereas, the MVC has effectively taken on the challenge of reinvigorating facilities, archives, donors, stakeholders, and the museum collection;

Whereas, the County is appreciative of the achievements that the museum's staff, Board of Directors, and the many stakeholders have made together, and looks forward to continuing its commitment to the MVC for the cultural benefit of the next generation; and

Whereas, the County and MVC desire to enter into this Contract to establish the parties' management and funding agreement for the museum collection and museum operations during the Contract term.

#### AGREEMENT

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **RECITALS**

The parties agree the recitals set out above are true and correct and are incorporated herein.

2. **SERVICES TO BE PERFORMED BY MVC**

In consideration of the payments hereinafter set forth, MVC will perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A, attached hereto and incorporated herein.

3. **PAYMENTS**

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, County will make payment to MVC in the manner specified in Exhibit A.

4. **INDEPENDENT CONTRACTOR**

No relationship of employer and employee is created by this Contract, it being understood that MVC is an independent contractor, and neither MVC nor any of the persons performing services for MVC pursuant to this Contract, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Contract or otherwise against County for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Contract, MVC in the performance of its obligation hereunder is subject to the control or direction of County merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Contract, any third persons are employed by MVC, such persons will be entirely and exclusively under direction, supervision and control of MVC. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by MVC, and County will have no right or authority over such persons or the terms of such employment, except as provided in this Contract.

MVC will comply with all applicable provisions of Divisions 4 and 5 of the California Labor Code, and all amendments thereto, and all similar applicable state and federal laws, governing workers' compensation, insurance and safety, and will indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against County, for or on account of any liability under any of said provisions and laws which may be incurred by reasons of any work to be performed under this Contract.

5. **LIVING WAGE**

This Contract is subject to County's Living Wage Ordinance, Ventura County Ordinance Code section 4950 et seq. (LWO), as amended from time to time, unless otherwise exempt in accordance with the provisions of the LWO.

The LWO requires the payment of a living wage and accompanying paid time off to all covered employees engaged in providing services pursuant to a service contract as defined in [LWO section 4952\(f\)](#). Failure to comply will constitute a material breach of the Contract and may result in, among other things, the suspension or termination of the Contract and debarment from future County contracting opportunities for a period not to exceed three (3) years.

6. **NON-ASSIGNABILITY**

MVC will not assign this Contract or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent will be null and void and will be cause, at County's sole and absolute discretion, for immediate termination of this Contract.

**7. TERM**

This Contract will be in effect for the term described in Exhibit A, subject to all the terms and conditions set forth herein.

Time is of the essence in the performance of this Contract.

**8. TERMINATION**

County may terminate this Contract at any time for any reason by providing 60 days' written notice to MVC. In the event of termination, County's obligation to make any further payments to MVC will immediately cease. On completion or termination of this Contract, County will be entitled to immediate possession of, and MVC will furnish on request, all computations, plans, correspondence, digitization, records of inventory, databases, and other pertinent data gathered or computed by MVC for this Contract prior to any termination. MVC may retain copies of said original documents and/or digital records for MVC's files. On completion or termination of this Contract, County will be entitled to immediate possession of all County-Owned Items in the Collection (as those terms are defined in Exhibit A); until County takes possession, MVC shall continue to store and maintain the County-Owned Items in the Collection in good keeping. MVC hereby expressly waives any and all claims for damages or compensation arising under this Contract in the event of such termination.

This right of termination belonging to County may be exercised without prejudice to any other remedy to which it may be entitled at law or under this Contract. The termination of this Contract shall not in any way affect County's ownership of the County-Owned Items in the Collection.

**9. DEFAULT**

If MVC defaults in the performance of any term or condition of this Contract, MVC must cure that default by a satisfactory performance within 10 days after service upon MVC of written notice of the default. If MVC fails to cure the default within that time, then County may terminate this Contract without further notice. In the event of such termination, MVC shall promptly repay to County a pro rata amount of County's most recent annual payment made to MVC pursuant to Exhibit A. For example, if such termination occurs on October 1, MVC shall repay County three-fourths, or \$206,250, of the \$275,000 annual payment.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 6 above.

**10. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION**

All activities and/or work covered by this Contract will be at the risk of MVC alone. MVC agrees to defend, indemnify, and save harmless County, including all of its

boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against MVC, County or others, judgments, debts, demands and liability, including, without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by MVC, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of County. MVC agrees to waive all rights of subrogation against County for losses arising directly or indirectly from the activities and/or work covered by this Contract.

**11. INSURANCE PROVISIONS**

- A) MVC, at its sole cost and expense, will obtain and maintain in full force during the term of this Contract the following types of insurance:
  - 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury & property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, products/completed operations, broad form blanket contractual and \$50,000 fire legal liability.
  - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury & property damage, including owned, non-owned, and hired automobiles. Also to include Uninsured/Underinsured Motorists coverage in the minimum amount of \$100,000 when there are owned vehicles.
  - 3) Workers' Compensation coverage, in full compliance with California statutory requirements, for all employees of MVC and Employer's Liability coverage in the minimum amount of \$1,000,000.
- B) All insurance required will be primary coverage as respects County and any insurance or self-insurance maintained by County will be excess of MVC's insurance coverage and will not contribute to it.
- C) County is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- D) County is to be named as Additional Insured as respects to work done by MVC under the terms of this Contract for General Liability Insurance.
- E) MVC agrees to waive all rights of subrogation against County and its boards, agencies, departments, officers, employees, agents and volunteers for losses arising from work performed by MVC under the terms of this Contract.
- F) Policies will not be canceled, non-renewed or reduced in scope of coverage until after sixty (60) days' written notice has been given to County's Risk Management Division.
- G) MVC agrees to provide County with the following insurance documents on or before the commencement date of this Contract:

1. Certificates of Insurance for all required coverage.
2. Additional Insured endorsement for General Liability Insurance.
3. Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others, Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Contract.

12. **NON-DISCRIMINATION**

MVC will insure equal employment opportunity based on objective standards of recruitment, selection, promotion, classification, compensation, performance evaluations, and management relations, for all employees under this Contract. MVC's personnel policies will be made available to County upon request.

13. **INVESTIGATION AND RESEARCH**

MVC by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Contract is to be based upon such investigation and research, and not upon any representation made by County or any of its officers, agents or employees, except as provided herein.

14. **CONTRACT MONITORING**

County will have the right to review the work being performed by MVC under this Contract at any time during MVC's usual working hours. Review, checking, approval or other action by County will not relieve MVC of MVC's responsibility for the thoroughness of the services to be provided hereunder.

15. **ADDENDA**

County may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of MVC's compensation, which are mutually agreed upon by and between County and MVC will be effective when incorporated in written amendments to this Contract. This Contract may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

16. **CONFLICT OF INTEREST**

MVC covenants that MVC presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. MVC further covenants that in the performance of this Contract no person having such interest will be employed or retained by MVC under this Contract.

17. **CONFIDENTIALITY**

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by MVC under this Contract that County requests in writing to be kept confidential will not be made available to any individual or organization by MVC without the prior written approval of County except as authorized by law.

**18. NOTICES**

All notices required under this Contract will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA  
COUNTY EXECUTIVE OFFICE  
800 SOUTH VICTORIA AVENUE  
VENTURA, CALIFORNIA 93009-1080

TO MVC: MUSEUM OF VENTURA COUNTY  
ATTN: EXECUTIVE DIRECTOR  
100 E. MAIN STREET  
VENTURA, CALIFORNIA 93001

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons or departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

**19. MERGER CLAUSE**

This Contract supersedes any and all previous agreements, contracts, understandings and representations, either oral or written, between MVC and County, whether concerning the subject matter of this Contract or otherwise, and constitutes the entire understanding between the parties. MVC acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of County except those embodied in this Contract. No contract, statement, or promise not contained in this Contract will be valid or binding.

**20. GOVERNING LAW**

The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties under this Contract, will be construed pursuant to and in accordance with the laws of the State of California.

**21. SEVERABILITY OF CONTRACT**

If any term of this Contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Contract terms will remain in full force and effect and will not be affected.

**22. CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by County in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies, and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Contract.

23. **COMPLIANCE WITH LAWS**

Each party to this Contract will comply with all applicable laws.

24. **CONSTRUCTION OF COVENANTS AND CONDITIONS**

Each term and each provision of this Contract will be construed to be both a covenant and a condition.

**COUNTY OF VENTURA**

**MUSEUM OF VENTURA COUNTY\***

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Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

Tax Identification Number

**MUSEUM OF VENTURA COUNTY\***

Authorized Signature

Printed Name

Title

Date

\* If a corporation, this Contract must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company

**EXHIBIT "A"**  
**TO CONTRACT #XXXX**

## A. DEFINITIONS

1. Collection means all of the artifacts, records, documents, books, works of art, items in the museum's Research Library (including, without limitation, maps, books, photographs, negatives, oral histories, articles of incorporation, periodicals, and similar things) and three-dimensional artifacts (including, without limitation, agricultural implements, clothes, furniture, kitchenware, instruments, native American implements, trophies, clocks, art, and similar things) (each individually referred to as an Item) in the actual or constructive possession, custody or control of MVC, wherever located, whether or not owned by MVC.

2. County-Owned Item means all Items in the Collection except any Item for which documentary evidence establishes that the Item is owned by a person or entity other than County.

## B. SERVICES

### 1. Archives Project

a. Continue to conserve and inventory the Collection on behalf of County. This includes maintaining items to 100 East Main Street in Ventura, 926 Railroad Avenue in Santa Paula or 77 North California Street in Ventura.

b. Continue to implement and evaluate plans and procedures for archiving and preserving the Collection in a manner that is satisfactory to County. This includes the intake, arrangement, evaluation and cataloging of all Items in the Collection and the development of an online archive that would be available to the public.

c. Maintain and expand the digital database of all Items in the Collection. The database shall include the digitization of items themselves, where possible, and a searchable index of the Collection.

d. Maintain staffing levels including a cataloguer and/or archivist to evaluate and process the Collection, assist in the implementation of the archiving plan and procedures, and assist in the development of the digital database.

e. Submit multiple grant applications and secure resources to implement the archiving procedures (such as volunteers and students).

### 2. Operations

a. Continue to operate the spaces at 100 East Main Street in Ventura and 926 Railroad Avenue in Santa Paula to house the Collection. MVC shall not rent, lease, purchase or otherwise acquire additional space to house the Collection without the advance written approval of County, except for space at 100 East Main Street in Ventura, 926 Railroad Avenue in Santa Paula, and 77 North California Street in Ventura. Museum programs and services will be available and open to the public throughout the year.

c. MVC may, on behalf of County, acquire, collect, trade, exchange, deaccess, or otherwise obtain or dispose of items in the Collection pursuant to the terms of this Contract and, to the extent not inconsistent with the terms of this Contract, MVC's Collection Policy, attached hereto as Exhibit A-1. MVC shall not acquire or deaccess any County-Owned Item without the written approval of County. County will consult with appropriate MVC staff and/or subject matter experts before deciding whether to approve the acquisition (accession) or deaccession of a County-Owned Item.

d. MVC shall increase its earned revenue by 5% per fiscal year.

e. MVC shall increase its number of visitors by 5% per fiscal year.

f. MVC shall increase its grant applications and/or awards year to year.

### 3. Collaborations

a. MVC shall continue collaborative relationships with academic institutions, societies, non-profit organizations, cities and libraries throughout Ventura County to leverage resources in furtherance of MVC's and County's mission to enhance artistic and cultural opportunities within Ventura County.

b. MVC shall continue outreach plans to cities in Ventura County, which includes satellite exhibits and programs for communities throughout Ventura County.

c. MVC shall continue to secure sponsorships throughout the community to leverage resources and strengthen the museum's presence throughout Ventura County.

### 4. Miscellaneous

a. MVC employees must conduct all services, duties and work in a diligent and professional manner.

b. MVC must require all of its employees who provide services under this Contract to become familiar with and adhere to all MVC collection policies and procedures set forth in Exhibit A-1.

### C. OTHER CONDITIONS

1. MVC may publish documents pertaining to the work of MVC and may sell, exchange or distribute the documents.

2. MVC shall operate in full compliance with its bylaws, as they now exist or as amended to comport with this Contract within a mutually agreeable amount of time.

3. Upon notice from County, MVC shall appoint a County representative to sit on any MVC board (other than the MVC board of directors) or committee specified by County. Upon notice from the Board, MVC shall appoint a County representative to sit on the MVC board of directors and shall take whatever steps are necessary (including, without limitation, revision of the MVC bylaws) to formalize that appointment.

#### D. FINANCIAL CONTRIBUTIONS AND ACCOUNTING

1. County agrees to the following:
  - a. An annual payment of \$275,000 per year to MVC, on July 1 of each year, beginning July 1, 2023, for five years, to be specifically used to fund MVC's operations for the Collection at 77 California Street and 100 East Main Street in Ventura, and at 926 Railroad Avenue in Santa Paula.
  - b. A matching funds option of up to \$50,000 per year to MVC, on July 1 each year, contingent on the County's confirmation that the museum has been awarded external grants from organizations (federal, state, and/or private)
  - c. All County funding obligations in this Contract are contingent on approval by the Board of an annual budget with sufficient funds to ensure MVC's compliance with this Contract.
  - d. In the event of termination of this Contract, County's obligation to make any further payments to MVC will immediately cease.
2. MVC must maintain full and accurate fiscal books and records, banking and investment accounts, accession and deaccession documents and records of title, inventories and other records related to MVC and its operation.
3. County shall have reasonable access to all such records and the right to examine and audit MVC reports and records, in both hard copy and digital format.

#### F. TERM

Commencement Date: July 1, 2023

Ending Date: June 30, 2028

#### G. REPORTING REQUIREMENTS

1. MVC shall provide County a monthly report, submitted electronically to the County Executive Office by the last day of each month, on the following:
  - a. The project archivist's assessment of the Collection, including the number of Items archived and progress toward overall Collection assessment and inventorying
  - b. The effort to digitize the Collection (or create computerized inventory).
  - c. Finances (expense/revenue, cash flow, investments, savings, etc.).
  - d. Processing and accession/deaccession of the Collection.
  - e. Outreach efforts with outside entities in Ventura County (cities, academic institutions, societies, libraries, etc.).
  - f. Fundraising accomplishments for MVC and its endowment.
  - g. Progress in pursuit of grant opportunities.

3. MVC shall provide County an annual written report, submitted by the first day of June of each year, on the following:

- a. Audited financial reports.
- b. Earned revenue.
- c. Number of visitors to the museum sites.
- d. Grant applications submitted and award amounts.

**Exhibit A-1**

Museum of Ventura County

Collections Management Policy

Adopted by the Board of Directors on December 4, 2019



- I. Introduction
- II. Scope and Types of Collections
  - A. Permanent Collections
  - B. Research and Education Collections
  - C. Rapid Response Collections
- III. Roles and Responsibilities
  - A. Board of Directors
  - B. Committees
    - 1. Accessions Advisory Committee
    - 2. Fine Arts Advisory Committee
    - 3. Farm Implements or Agricultural Advisory Committee
  - C. Museum Staff
  - D. Policy Review
- IV. Ethics
- V. Acquisition and Accessions Policy
  - A. Considerations
  - B. Criteria for Acquisition and Accessions
  - C. Acquisitions Review
  - D. Documentation
- VI. Deaccession Policy
  - A. Considerations
  - B. Criteria for Deaccession
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  - D. Methods of Disposal
  - E. Documentation
- VII. Loan Policy
  - A. Considerations
  - B. Incoming Loans
  - C. Outgoing Loans
  - D. Old Loans, Unclaimed Loans, and Found in Collections
  - E. Temporary Custody
- VIII. Care of Collections Policy
  - A. Protection under Extreme Conditions
  - B. Ongoing Preventative Care
  - C. Insurance
  - D. Documentation
- IX. Access Policy
  - A. Intellectual Property

## **I. Introduction**

This document establishes policies regulating all collections activities across the Museum of Ventura County and the Agriculture Museum. These policies direct the Board, Committees, docents, staff and volunteers on professional practices and standards for the care, management, and use of collections owned or managed by the MVC.

## **II. Scope and Types of Collections**

The Museum of Ventura County holds its collections in trust as part of a collaborative partnership with the County of Ventura to ensure long-term preservation and interpretation of the items.

The Museum of Ventura County collects library and archival material, photographs, historic objects, regional fine art and agricultural implements for research, exhibition, publication, education, and interpretation. The significance of an item is determined by its history, artistic merit, and physical condition.

The Collecting Plan provides a framework for collections development and management. Its implementation supports the Museum's mission and vision statements. It guides selection of material for the collections, deaccessioning decisions, planning for collections storage, exhibition needs, and grant writing.

### **A. Permanent Collections**

1. Archive Collection: historically significant records and information that document the history and culture of Ventura County, the Channel Islands, and the region. These materials are original and unique records with particular preservation needs. The collection is available for research by staff and the public and items are subject to special procedures for handling, storage, recordkeeping and exhibition. The items are accessioned and catalogued.
2. Historical Object Collection: historically significant objects that illustrate the development and people of Ventura County and the events that have impacted them. The collection is accessioned with an emphasis on use for exhibition, programming and interpretation as well as research and publication.
3. Fine Arts Collection: fine and decorative arts focusing on works by established and recognized Ventura County and regional artists, and/or works about Ventura County, the California Channel Islands and the surrounding region. These works are accessioned and interpreted through exhibits, educational programs, publications and research.
4. Agricultural Collection: objects that document the history, technology and people involved in the business of agriculture in Ventura County including objects associated with ranches, farms, orchards, truck farming, aqua farming and



environmentally controlled farms. These items are accessioned and used in exhibits and programs. They may be restored to working condition to show their functionality rather than only receiving stabilization treatments.

## **B. Research and Education Collection**

1. Research Collection: items are not historically significant, rare, or unique, but are secondary information sources that support rich historical research. These items are meant to be handled and actively used, bringing expected wear and tear. The materials are not accessioned but are cataloged and records are kept of their acquisition and use.
2. Education Collection: objects used for instruction during educational programming and hands-on interpretation. As such, they are meant to be used and consumed over time and therefore, are not accessioned. Likewise, objects in the education collection may be disposed of and replaced without formal procedures. In order to avoid confusion, items donated to the education collection should be clearly stated as such on the Deed of Gift and given a tracking number to distinguish these items from the permanent collection.

## **C. Rapid Response Collection**

These items are collected or solicited by staff and are usually more ephemeral in nature. The items should represent a specific event of national significance that if not collected immediately might not be saved. Staff will document the items establishing the manner collected, context and purpose for the material. These items are not accessioned immediately, but may be used for programs, exhibits, publication, and research. Staff will periodically review the collection to determine if the collecting event or materials are significant enough to be added to the permanent collection. During those reviews, items deemed unnecessary may be discarded.

# **III. Roles and Responsibilities**

**A. Board of Directors:** The Board of Directors is ultimately responsible for the care and well-being of the Collection. With such responsibility, they have the final, overriding authority on all decisions related to acceptance, rejection, deaccessioning and care of the collections.

## **B. Committees**

1. Accessions Advisory Committee: Their primary purpose is to consider potential collections and deaccession of history-related materials. A full explanation is

available in the Accessions Advisory Committee Description. They refer their recommendations on all matters to the Board of Directors for approval.

2. Fine Arts Advisory Committee: Their primary purpose is to promote interest, appreciation, education and research in art through exhibits, collection, conservation, and preservation of fine and decorative art for the edification of the Museum audience. They consider potential acquisitions and deaccessions of fine arts related materials. A full explanation is available in the Fine Arts Advisory Committee Description. They refer their collection recommendations to the Board of Directors for approval.
3. Farm Implements Ad Hoc or Agricultural Advisory Committee: Their purpose is to advise in the development and maintenance of the farm implements. A full explanation is available in the Agriculture Museum Advisory and Farm Implements Ad Hoc Committee Description. They act as subject experts and submit their recommendations regarding potential acquisitions and deaccessions to the Accessions Committee.

**C. Museum Staff:** Museum staff have a primary role in management and care of the collections. Staff serves as the contact between the Museum and potential donors. Although not voting members of the Committees, staff facilitates discussion regarding collections management, including preliminary selection of items based on their professional expertise and crafting the Committee agendas. The Collections Manager attends committee meetings when collections-related decisions are on the agenda.

**D. Policy Review:** The Collections Management Policy should be reviewed and revised every even-numbered year involving input by key staff members, Committees, and the Board. During this review, staff and Committees can propose amendments to this policy to be approved by the Board of Directors.

#### **IV. Ethics**

MVC is committed to following ethical practice procedures as outlined by the American Alliance of Museums (AAM) and generally accepted professional standards.

MVC is committed to following all laws regarding intellectual property, including copyright, licensing, and any works under the “Fair Use” provisions of federal law.

The Board, Committees, and staff will not accept items based on personal interest and/or private collecting habits or participate in any activities perceived as a conflict of interest. When materials from staff, Committee or Board members or their families are offered for donation, said individuals must excuse themselves from meetings when the agenda includes discussions about whether such materials are accepted into the collections, how those materials may be used and deaccessioning decisions.

Museum staff are expected to demonstrate the highest standards of integrity and conduct to ensure public trust, adhering to all federal, state and local laws and regulations, and protecting the Museum's reputation and assets.

The Museum will seek to mitigate conflicts between standard museum practice and the specific sensitivities and cultural needs of Tribes or descendent communities specifically regarding storage arrangements, exhibits, and community access for cultural use. MVC will not knowingly acquire illegally or unethically collected material.

The Museum is committed to engaging Tribes and descendant communities in discussion regarding items that qualify for repatriation. The Native American Graves and Protection Act of 1990 (NAGPRA) defines repatriation as transferring legal interest in Native American human remains and cultural items to lineal descendants, Indian tribes and Native Hawaiian organizations.

## **V. Acquisition and Accessions Policy**

MVC may acquire items by means of donations, bequests, purchases, exchanges, conversions of old loans or abandoned property, or any other transaction resulting in clear title transfer. MVC is not required to accept any collections not consistent with the mission and scope of the museum regardless of the acquisition method.

Accessioning is the two-pronged, formal process of transferring ownership of acquired material and incorporating it into the MVC Collection. All new acquisitions must be carefully considered for accession. Only items that will be kept for the foreseeable future will be accessioned. If an item is acquired through donation without the intent to be accessioned, the donor will be notified of that intent at the time of the gift.

### **A. Considerations**

Determining a donation's value is the responsibility of the donor. Any monetary valuation must come from an appraisal independent of MVC, staff or members of any Committees or the governing Board.

Title to all items acquired for the collections should be obtained free and clear. The Museum does not and cannot guarantee the exhibition of any objects. Items, once the legal property of the Museum, may be accessioned, exhibited, loaned or deaccessioned at the sole discretion of the Museum. Any restrictions placed on the donation must be approved through the standard review process ultimately resting with the Board of Directors.

### **B. Criteria for Accessions**

Items offered to MVC must be reviewed regarding parameters outlined in the Collecting Plan. The following criteria shall be considered when considering items for accession:

1. Does the item have a documented history of creation or use within the geographical boundaries of Ventura County? These items are given priority.
2. Is the item from other geographical locations, but relates to the history of Ventura County? Items with no historical or artistic importance to the County may only rarely be considered if they conform to the Collecting Plan.
3. Can proper care be given to the item? Will its acceptance result in substantial expense for care and maintenance?
4. Is the item duplicated in the collection? Is it duplicated, but a better version?
5. Is the item useful for research, education or exhibition?
6. Is the item encumbered or restricted by its intellectual property (copyright, trademark, etc)?
7. Is the object being offered with attached conditions such as perpetual exhibit, etc.?
8. Is the item defamatory or physically hazardous in any way to staff and other collections material?

### **C. Acquisitions Review**

1. MVC Staff reviews potential acquisitions to determine their usefulness within the organization and their qualifications for accession, generating appropriate documentation on the item.
2. An internal memo is sent to the Executive Director detailing the potential acquisition for accession.
3. Staff then recommends the acquisition to the appropriate committee. The committee verifies the appropriateness of the item for the collection. The committee recommends items for acquisition and accession to the Board.
4. A report of items recommended for acquisition is sent to the County.
5. The Board of Directors reviews the recommendation by the committees and can approve an acquisition and accession.

### **D. Documentation**

Following all steps of review and approval, the Executive Director and the donor sign a Deed of Gift transferring legal ownership, without restrictions as to use or future

disposition. Any deviations from this policy must be stated clearly on the Deed of Gift and approved by the Board of Directors.

All purchases shall be documented by an itemized receipt.

Accession and registration papers for all acquisitions shall be filed with the appropriate staff member in charge of the collection records immediately following possession of a new acquisition. This shall include any related donor correspondence, title paperwork and all provenance information. These files are maintained in perpetuity.

## **VI. Deaccession Policy:**

To say that nothing ever leaves a collection condemns the Museum to housing objects that may not be relevant to current goals and creates storage, preservation, and financial difficulties. Deaccessioning, the process of removing an accessioned object from the collection, improves collections as it refines and focuses them through judicious culling.

The removal of any object from the Museum's collection is a serious transaction. MVC and those responsible for the collection must be cognizant of the ethical and moral implications of deaccessioning, always practicing full disclosure of procedures and acting with prudence. To avoid any appearance of impropriety and to respect original donors, the considerations and procedures below must be followed.

### **A. Considerations**

1. Deaccessioning will be on an item by item basis except for archival and library collections.
2. No object may be deaccessioned, disposed of or removed from the collection without careful review and documentation of clear title.
3. Staff reviews whether there is a public interest, donor relationship or concern for an item that deserves consideration. MVC has no legal obligation to notify donors or their heirs of the deaccession decision; however, exceptions may be made. If so, staff will make reasonable efforts to contact living donors to inform them of the deaccession, but such action shall not be construed as a request for permission.
4. An item must be retained in the collection for a minimum of three years before it qualifies for deaccession.
5. All governmental regulations must be followed where applicable.
6. To avoid negative publicity, MVC should be prepared to explain the decision to deaccession publicly should they be called upon to do so.

### **B. Criteria for Deaccession**

1. Items are no longer relevant or useful for accomplishing stated goals and mission of MVC.
2. Items lack provenance or recorded information to where they are not useful for research or exhibition.
3. Items are duplicated or redundant in the collection. When there are duplicate items and the Museum feels it cannot properly care or store them, items with documented history of creation or use within the geographical boundaries of Ventura County are given priority for retention.
4. Items are in poor or deteriorated condition beyond use or reasonable repair or in a condition that pose a hazard to staff and other items in the collection.
5. Items have been stolen and for which an insurance claim has been paid to MVC.
6. Items were accessioned erroneously into the collection, such as objects without a clear title.
7. Items for which MVC is unable to provide proper care.
8. Items subject of an approved repatriation claim under NAGPRA.

#### **C. Deaccession Review**

1. Staff creates a written deaccession recommendation for each item using the previous considerations and criteria. The recommendation should include the reason for the deaccession, known provenance and title information. The recommendation proceeds to the Executive Director for review.
2. At their regular meeting, the appropriate committee reviews the proposal for consideration. A vote to deaccession by the committee refers the decision to the full MVC Board of Directors for final approval.
3. A report of all recommended deaccessions is sent to the County.
4. The Board of Directors has final approval on items recommended for deaccession.
  - a. If the Committee or Board determines that an item should be retained, an explanation should be given to guide staff in future use of the object.

#### **D. Methods of Disposal**

The recommended disposal method shall be clearly stated in the paperwork for the deaccession and in the minutes of the Committee. Every effort is made to retain objects of historical or local import in the public sphere.

1. An item may be exchanged, donated, or sold to another tax-exempt, public or educational institution.
  - a. Staff are responsible for locating appropriate institutions. Transfers and exchanges must be acknowledged with an agreement that is signed by representatives of both institutions. Where possible, the receiving institution is responsible for shipping and transportation costs. Items received by exchange are subject to the acquisition and accessions policy.
2. An item may be offered for return to the original donor.
3. An item may be repatriated using NAGPRA guidelines and procedures.
4. An item may be placed into the non-accessioned holdings of the Museum, for example, the education collection where its use may ultimately destroy it.
5. An item may be destroyed if it is deemed to be in a state of advanced deterioration or contamination, and if it cannot be exchanged, donated or sold.
6. An Item may be sold.
  - a. MVC has a fiduciary responsibility to maximize the value of their return when they deaccession objects. When sale is appropriate the following considerations must be followed.
    1. Appropriate sellers include both third party auction houses, online auction sites or other venues that provide the public with a reasonable opportunity to acquire the object.
    2. Deaccessioned items will not be sold privately to Museum of Ventura County employees, officers, members of the Committees or Board, or to their families or representatives. The same may not bid on the object at auction, engage a third party to bid on their behalf, or seek to purchase the item.
    3. Any fakes, forgeries, replicas, or reproductions shall be indicated as such.
    4. Funds from the sale of deaccessioned items must be used for the purchase of objects for the collections or for the preservation of objects in the originating collection.
      - a. Direct care expenses include conservation costs or any expenses which benefit the long-term preservation of the collection rather than the organization as a whole or general operating expenses.

- b. Proceeds may be used for any costs directly associated with acquisitions or disposal including appraisals, shipping, processing, auction fees, or commissions.

## **E. Documentation**

The Museum staff is responsible for implementing the final disposition of deaccessioned items and assuring that a record of the disposition is kept.

Records of deaccessioned objects will be maintained with the permanent collection records in perpetuity. A copy of the recommendation will be maintained in the file. Any accession and catalog numbers are permanently assigned and therefore, cannot be reused.

## **VII. Loan Policy**

### **A. Considerations**

1. Adequate Protection: Including overall security and insurance must be acquired for any loan, either by MVC when seeking the loan or by the party borrowing from the permanent collections.
2. Time Frame: MVC will avoid long-term loans both incoming and outgoing. Loans should always be for a specified period, usually not to exceed one year. All loans, temporary or extended, can be reviewed and extended at that time.
3. Contract Conditions: If unusual conditions are associated with a loan, these conditions must be reviewed by the Executive Director. All parties should agree about special care or requirements.
4. Documentation: Each incoming or outgoing loan must be documented by a signed loan agreement, any additional insurance documents, related condition reports, and pertinent correspondence regarding the loan
5. Responsibility: Museum staff bears responsibility for implementing loans. They shall monitor condition of care, documentation, and plans for use of the loaned materials.

### **B. Incoming Loans:**



Incoming loans play an essential role in MVC's activities as it allows MVC to present meaningful and comprehensive exhibitions, enhance the display of the permanent collection and aid in research projects.

If the incoming loan can be accepted under existing conditions of insurance, security, and environment, the loan may be accepted at the discretion of staff.

MVC exercises the same care in respect to incoming loans as it does in the safekeeping of its own property. Items will be insured under the Museum's fine arts policy against all usual risks while in transit and in MVC possession.

Unless otherwise noted, it is understood that incoming items may be photographed and reproduced for publicity purposes connected with the exhibition and educational use.

Loans will be shipped and packed as arranged with the lender according to professional standards.

It is the responsibility of the lender to notify the Museum promptly of any change in address or ownership change of the item. Items on loan, which are left unclaimed after attempts to return them have been unsuccessful, shall be treated according to California Civil Code section 1899, et seq.

### **C. Outgoing Loans:**

MVC should not loan collection items to private individuals as it gives the appearance of private inurement. Any exceptions can only be made with approval from the Executive Director.

Outgoing loans begin with a request by the borrowing institution to Museum staff. The request should include a stated purpose for the loan, description of transportation plans, and specified time frame.

Staff shall review all items requested for outgoing loans to insure the items can withstand the rigors of travel, handling, climate changes, or exhibition. Requests should be made with adequate time for staff to prepare and follow due process.

Items loaned for publication or public exhibition must be appropriately reviewed in accordance with ongoing copyright and trademark restrictions. Where restrictions do not exist, loan materials should be acknowledged as "Courtesy of Museum of Ventura County."

Institutions or agencies must agree to provide adequate care of items received on loan. Packing and shipping of loaned items must be in accordance with professional standards.

Every effort will be made to grant loans of objects to Tribes and descendant communities for exhibition, research, or ceremonial events.

The costs of outgoing loans will be borne by the borrowing agency making the request.

#### **D. Old Loans, Unclaimed Loans, and Objects Found in Collections:**

Although it is not uncommon for staff to find undocumented objects among their collection, staff should attempt to limit future occurrences through appropriate documentation procedures.

If the owner of the property is known, staff will document their due diligence to contact the owner. If the owner does not reclaim his property or if the owner is unknown, staff will follow all procedures as stated in California Civil Code section 1899, et seq. to take ownership of the items, documenting the process.

If an institution or individual claims ownership of the object, the burden of proof rests with the claimants. The claimants must submit a formal statement indicating their desire to retain ownership. MVC must respond formally to any written submission of intent to preserve an interest in property on loan to the museum in a timely manner. That response does not validate the claim.

Disposal of objects falling under this category must be carefully undertaken. Disposal decisions should be based on an estimated risk of an interested party coming forward.

#### **E. Temporary Custody**

Other than loans, objects may be placed in MVC custody for consideration for acquisition and accession, attribution, examination or identification, or replication.

Upon taking possession of the object, appropriate staff will maintain proper documentation recording a written description of the item, its condition, and the contact information for the owner.

While in the temporary custody of MVC, staff will give the object all prudent care. The MVC's insurance policy will cover temporary custody items that are accompanied by a receipt. Objects will be placed in MVC custody for a specified period. At the end of that period, the owner should be notified regarding the status of their property and its availability for retrieval. Extensions of the temporary custody can be granted at that time and acknowledged in writing.

Objects left unclaimed after attempts to return them have been unsuccessful shall be treated according to California Civil Code section 1899, et seq.

### **VIII. Care of Collections Policy:**

The care and preservation of the collection is the responsibility of the entire Museum, including all members of staff, docents, volunteers, and the Board of Directors. The Museum has a legal, ethical and professional obligation to provide proper physical care for its collections.

#### **A. Protection of the Collections Under Extreme Conditions:**

Although every effort will be made to care for the collections, MVC recognizes that fire, theft, vandalism and natural disaster are always potential threats. Staff is responsible for the continuing development and evaluation of appropriate security systems and will prepare recommendations for changes where appropriate.

1. Fire: MVC recognizes the vulnerability of the collection to fire. Appropriate fire protection systems and emergency procedures will be installed, developed, and maintained as funding allows.

2. Theft and Vandalism: MVC shall maintain a record system that documents and monitors the collections to have available all necessary information in the event of theft or destruction. In case of theft, photographs and all available information shall be available to proper law enforcement agents to assist in the recovery of stolen collections.

3. Natural Disaster: Recognizing the vulnerability of the collections to natural disaster, MVC is committed to developing a Disaster Plan with directives for staff reviewed annually.

#### **B. Ongoing Preventative Care**

MVC staff is responsible for a program of regular inspection of the collections on exhibit and in storage and their ongoing care. This includes the inspection of temperature, relative humidity, pests and light levels in both storage and exhibit areas.

Environmental conditions will be monitored and managed for collections in storage and galleries with the goal to obtain and maintain the professional standards.

MVC staff will develop and implement a plan for the periodic review of the inventory and of the location of the collections. On an irregular basis, staff will perform a spot check of the collection to determine the accuracy of the records system. If collection items appear to be missing, staff will conduct a search procedure to review the files, the history of the object, and potential locations for the missing object.

#### **C. Insurance**

Insurance for the collections will be maintained by MVC. MVC staff will review insurance requirements of the collection to secure balanced and effective coverage at reasonable cost. Recommendations for changes in collection insurance coverage will be made to the Board of Directors.

#### **D. Documentation**

Collection documentation ties intellectual information to the physical object and therefore must be clear, permanent and comprehensive. The Museum shall maintain records appropriate for the professional management of its collections. These records shall include all necessary documentation for the registration, recording, and utilization of all objects making up the collections. MVC staff will periodically review collection records to ensure that required documentation and proper maintenance of the records is ongoing.

Appropriate documentation will be kept regarding movement of items in the collection.

#### Types of Records

1. Legal Documents including Transfer Agreements, purchase receipts, and Deed of Gifts: The formal agreements between donors, transfer institutions, purchase sources and MVC transferring the title of the object must be signed by both the donor and by an authorized agent of MVC.
2. Accession Files: An individual file folder containing all the information concerning a specific accession or object. It includes pertinent documents, and all related correspondence. It should also contain a photograph of the object and a complete record of the location, movement, use, and conservation of the object while in custody of MVC.
3. Collections Database: The Collections Database will be kept updated with current information regarding the legal status, location, description and condition of each object. Where appropriate, hard copies and digital backups of these records should be maintained.
4. Library & Archives Database: The Library & Archives Database(s) will be kept updated with current location, legal status, description, and other metadata deemed relevant and helpful for research purposes. Library and Archives best practices will be applied whenever possible. Items will be made available via a publicly accessible online database, with digitized objects connected to items when possible.
5. Loan Documentation: All associated loan documentation should be kept.

#### **IX. Access Policy:**

Public access to collections is expected and encouraged. Every attempt shall be made to make item records available via a publicly accessible online database. It shall be a goal of MVC to publish its collections, or a portion of its collection, in a publicly accessible digital portal.

Access to the physical collections by non-staff members shall be by appointment only. Visitors requesting access to the library must do so by appointment or during its regular operating hours.

Researchers, docents, volunteers, and interns may be granted access and will be monitored. Access is granted on a case-by-case basis depending on the need to use specific items or records. Staff reserves the right to refuse or withdraw access for individuals who do not follow museum procedures including proper object handling.

Staff reserves the right to deny access to researchers and visitors of materials that are culturally sensitive without prior consent from Tribes or descendant communities. Access to these materials for consultation under NAGPRA should be scheduled in advance to ensure adequate time with staff. To streamline the process, requests should be made by tribal chairpersons, authorized NAGPRA representatives, or individuals at similar level of community authority.

MVC recognizes that some information such as the value of artifacts and personal donor information is confidential. For that reason, collection records containing secured information will be available only to those engaged in collection management procedures.

Permission must be obtained to use images or materials for a purpose beyond personal use, including, but not limited to, publication or reproduction. If records, plans, or object reproduction or duplication is requested, MVC will require that the individual or agency pay all costs for processing, including staff time for executing the request. Staff will determine the charges associated with such work. The request may be refused if the condition of the item is unstable.

### **A. Intellectual Property**

Intellectual Property refers to tangible expressions of intellectual or creative pursuits such as inventions, designs, images, and creative works that are treated in legal spheres as property. Museum will ask donors to transfer all title and interests to items, including copyright and intellectual property. If not granted, the Museum will seek to secure exclusive or non-exclusive copyright license on all acquisitions for which title is transferred. The Museum will credit the copyright holder in any published materials with the credit line that they specify.

When the donor does not own copyright or when the copyright ownership cannot be determined, the Museum will exercise all prudence with the material. Staff may refuse to accept a reproduction or copying order, if in its judgement, fulfillment of the order violates copyright law.

If MVC does not hold copyright, the Museum is not obligated to request licensing on behalf of a third-party requestor, but it can inform them of any known copyright information. It is the user's responsibility to determine whether their activities involving collections materials qualify as "fair use" or if they are liable for copyright infringement. In line with current copyright law (title 17, United States Code) staff will furnish photocopies or digital reproductions for private study, research or educational purposes.

