

EXHIBIT-A
SCOPE OF SERVICES
Professional Service Agreement
between
THE COUNTY OF MONTEREY ECONOMIC DEVELOPMENT DEPARTMENT
and
THE ARTS COUNCIL FOR MONTEREY COUNTY (ACMC)

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2012, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey Economic Development Department (“COUNTY”) and the Arts Council for Monterey County (ACMC) (“CONTRACTOR”), and specific obligations of the CONTRACTOR.

A. SERVICES TO BE PROVIDED

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

The Arts Council for Monterey County (ACMC) will continue to provide direction to arts organizations, arts educators and allies to implement cultural arts programs supporting economic development efforts through the development of jobs and business opportunities, establishment of public/private partnerships, increase workforce development opportunities and improving the business climate. Arts Council for Monterey County leverages the County’s funding by re-granting to local community based organizations that increase partnership and collaboration to serve youth and families with the greatest needs.

The Arts Council for Monterey County leads arts organizations, arts educators and allies to help Monterey County strengthen the areas that are critical for success in economic development.

The Arts Council for Monterey County shall develop and implement a Cultural Arts Promotion Program that is consistent with the FY 2012-13 Annual Work Plan.

GOAL 1 - Develop Job and Business Opportunities

Objective - Increase arts sector jobs by at least 15 and support launch of at least 3 new creative technology businesses by expanding capacity of artists, artisans and arts presenters.

Strategy - Link artists, arts presenters and artisans with the ideas, resources and partners they need to create a new or expand an existing nonprofit or for profit business.

Task 1a - Identify and facilitate access to a broad range of resources to support expansion including a range of local funding mechanisms and in-kind support.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase funding sources by 5.

Task 1b - Provide competitive grants and sponsorships that support expansion through increased visibility and potential new markets for professional artists and creative workers.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase competitive grants by an average of 7 or 8.

Task 1c - Provide networking and training for emerging entrepreneurs to increase number of jobs and businesses in creative tech sector.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase the number of arts sector jobs by 15 by the end of fiscal year.
- Increase Creative Tech businesses by 3 by verifying City/County Business License Data.

Task 1d - Create a model arts center in Castroville.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase 1 Art Center.

GOAL 2 - Develop Public/Private Partnerships

Objective 2a (Tourism) - Increase occupancy in partner hotels by 1% and raise profile of Monterey County as a high priority travel destination for US visitors interested in arts/culture and heritage.

Strategy - Link artists, arts presenters and artisans with the Monterey County Convention and Visitors Bureau to make Monterey County more appealing and competitive.

Task 2a.1 - Conduct feasibility study with Monterey County Visitors and Convention Bureau.

Measure:

- Conduct 1 feasibility study to measure increase number of visitors and length of stay during shoulder seasons.

Task 2a.2 - Provide grant support for arts programs to expand offerings during shoulder seasons and in niche markets identified by key partners.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase competitive grants by an average of 7 or 8.
- Increase revenues of partner hotels by 1%.

Task 2a.3 - Publicize relevant details and contact information regarding cultural assets.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Create and document 1 searchable website allowing access to Arts Directory for Hospitality Industry, MCCVB members, Monterey County Business Council Ambassador Program and local concierges.

Task 2a.4 - Develop unique marketing tools for museums, galleries and historic sites.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase foot traffic and attendance by 1%.

Objective 2b (Agriculture) - Increase foot traffic and attendee rates for participating businesses in targeted districts by at least 1%.

Strategy - Use the arts as a tool to foster economic vitality and community capacity by providing financial and in-kind support to artists, arts presenters and artisans presenting special programming in chronically underserved areas.

Task 2b.1 - Develop new arts programs in partnership with Monterey County Vintners and Growers Association and the Salinas Valley Tourism Center and arts presenters (e.g., Sol Treasures and South County Strings in King City).

Measures:

- Increase resident participation and visitation by 10%.
- Raise revenue of participating small businesses in South County by 1%.

Task 2b.2 - Provide high quality opportunities to low-income residents in a broad range of accessible settings.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase competitive grants by an average of 7 or 8.
- Increase in schools by 1%.

Task 2b.3 - Provide financial and in-kind support to farm worker communities in South and North County and East Salinas.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Document that Arts Groups will participate in 10 community festivals.
- Increase and document competitive grants by an average of 7 or 8.

Objective 2c (Education) - Increase Monterey County's competitiveness through higher retention and graduation rates by at least 1% for participating students and increase foot traffic in participating small business partners.

Strategy - Support programs that help low-income middle school and high school students develop marketable skills, leadership skills and literacy and move toward productive careers.

Task 2c.1 - Provide competitive grants to nonprofits arts presenters providing programs that promote student success and make graduation more likely - including Community Partnership for Youth Visual and Performing Arts Academy, Dare to Dream, and Youth Arts Collective.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase and document competitive grants by an average of 7 or 8.

Task 2c.2 - Increase number of students and schools served by the Professional Artists in the Schools Program.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Document 400 students and 10 schools will participate in the schools arts program with a priority for those with the least access to the arts locally such as Gonzales, Lockwood, Castroville and Pajaro and engage businesses and business districts in staging professional presentations of the students' work (e.g., large-scale murals, window displays, street banners) that will appeal to residents and attract visitors.

Task 2c.3 - Develop or expand model partnerships among higher education institutions.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Create and document at least three arts groups and research institutions to bring young students to campus to develop and present projects with potential for national recognition and support – such as TEDxYouth (CSUMB), Art as the Next Peace (Hartnell), SpectorDance' Ocean.

Task 2c.4 - Create paid arts internships.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Provide paid arts internships to 5 low-income college students with an interest in arts education.

GOAL 3 - Increase Workforce Development Opportunities

Objective - Increase the number of young adult Monterey County residents ready to work by 30 young adults.

Strategy - Expand opportunities for Monterey County workers with barriers (low, income, at-risk limited transportation, limited language or learning disabilities) to become more valuable and competitive in the workplace by linking artists and arts organizations with businesses and training opportunities.

Task 3a - Provide competitive grant support to nonprofit arts organizations that provide youth job skills and on the job training programs.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase competitive grants by an average of 7 or 8 to nonprofits, such as Ariel Theatrical in Salinas, Pacific Repertory Theater in Carmel, Youth Arts Collective in Monterey, Community Partnership for Youth in Seaside and The Stage Hands in King City including community-based arts-integrated literacy programming with the Literacy Campaign for Monterey County.

Task 3b - Conduct feasibility study with the Workforce Investment Board.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Conduct 1 feasibility study to measure increase in pipeline from interest to employment for workers with barriers to employment (with a focus on opportunities in creative technologies) by developing programs that help fill in

gaps – e.g., mentorships for talented students that have difficulty accessing secondary education directly.

- Increase job readiness rates in partner schools by 1%.

Task 3c - Identify and promote a range of opportunities that develop marketable skills.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Create and document 3 opportunities that develop marketable skills, e.g., Arts summer camps including media arts to provide youth their first experiences, with sessions on relevance of their learning to potential jobs and careers and businesses such as Dare to Dream and Access Monterey Peninsula and continue to support creative tech training at open community events in chronically underserved areas with partners such as SoMoCoCAT.
- Provide and document paid internships for muralists and high school students to complete the 4800 sq ft mural in the new Pajaro Park.

4. GOAL: Improve Business Climate

Objective - Expand customer base by 1 % for participating small businesses in targeted communities through activities and programs that encourage residents and visitors to participate in the district.

Strategy - Nurture partnerships among community agencies, artists and educators to energize communities in each supervisorial district through civic activities that position the region as safe, vibrant and welcoming.

Task 4a - Provide grant support or sponsorship, consultations, and access to low-cost in-kind resources for programs (e.g., cultural festivals) that work with local business districts or economic development offices to target underserved regions and populations.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase competitive grants by an average of 7 or 8.
- Increase and document services to underserved regions and populations in communities by working with the Soledad Improvement District, Pajaro Business Association and Economic Development Office in Greenfield, Gonzales, and East Salinas.

Task 4b - Develop at least one additional art and culture center in Greenfield, Gonzales or Castroville to increase visitor traffic in the business district.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase 1 Art Center.
- Increase customer based by 1% for partner businesses.

Task 4c - Deepen partnerships with Monterey County Free Libraries, State Parks, etc. targeted to underserved in region to increase participation in high quality arts programming that inspire civic engagement, improve literacy and increase appeal of the district to residents and visitors.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase and document 3 exhibitions, 10 workshops and 3 performances.
- Survey Business District leaders, participating businesses, customers and participating agencies.
- Complete 1 IMPLAN report that incorporates Monterey County Employment Data published by the MCBC and ACMC survey of arts presenters, artist, artisans and designers.

The 2012-13 ACMC Marketing Plan is incorporated as part of this Agreement.

B. PAYMENT PROVISIONS: COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS

B1. Compensation

The amount of compensation allocated to CONTRACTOR for Fiscal Year 2012/2013, which is the period July 1, 2012 – June 30, 2013, shall not exceed \$272,823. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A. Compensation shall be paid to CONTRACTOR in twelve monthly installments in the amount equal to 1/12th of the total allocated above.

B2. Standard Payment Schedule

After this Agreement has been approved by the Board of Supervisors, CONTRACTOR shall be paid the equivalent of the first two monthly installments (July, August and September) within 30 days. Thereafter, CONTRACTOR shall be paid on the 5th day of each month through June of the fiscal year. Payments falling on non-business days may be delayed to the next business day.

B3. Monthly Performance Reports

CONTRACTOR shall produce the following performance monthly reports in a format provided by County.

<u>Due Date</u>	<u>Report Period</u>
November 20, 2012	July 1, 2012 – October 31, 2012 (4 month report)
March 20, 2013	July 1, 2012 – February 29, 2013 (8 month report)
July 20, 2013	July 1, 2012- June 30, 2013 (12 month report)

B4. Annual Work Plan and Budget

The CONTACTOR shall submit an Annual Work Plan and Budget on the date noted below for review and approval by the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC.

<u>Due Date</u>	<u>Report Period</u>
April 20, 2013	FY 2013-2014 Annual Work Plan and Budget

B5. Determination of Compliance

CONTRACTOR is expected to substantially meet or exceed the stated goals, objectives, tasks and performance measures. CONTRACTOR is expected to provide various reports, documents, plans, and other deliverables in a timely manner. Furthermore, CONTRACTOR is expected to cooperate with Economic Development Department staff, the Economic Opportunity Committee and Board of Supervisors in conducting its responsibilities of this Agreement.

The determination of whether performance meets standard is at the sole judgment of County. County will review periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request.

In the event County determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedy. These remedies could include, but are not limited to, requiring a corrective action plan, disallowance of costs, changing the compensation schedule, reduction of future allocations and/or termination of the Agreement.

B6. Modifications to the Scope of Work

The Economic Development Director or his/her designee may approve modifications to the specific tasks described in the Scope of Work with the concurrence of the Administrative Committee of the Monterey County Economic Opportunity Committee.

Such modifications must be in writing. Any modifications to compensation must be approved by the Board of Supervisors.

B7. CONTRACTOR Finances, Budget, Audits and Financial Statements

CONTRACTOR is expected to operate in a financially sound manner in accordance with generally accepted accounting principles. This is a requirement of eligibility to receive an allocation from County. By signing this Agreement, CONTRACTOR acknowledges that this requirement is met.

CONTRACTOR agrees that its Board of Directors will approve an annual budget applicable to its fiscal year. A copy of that adopted budget will be provided to County with 10 business days of its adoption.

CONTRACTOR shall provide County with a copy of its most recent annual audit and subsequent annual audits that may be completed during this Agreement's during its duration. Such audits shall be provided within 10 business days of their presentation to the Board of Directors.

CONTRACTOR shall provide County with financial statements covering the end of the second quarter and fourth quarter of CONTRACTOR'S fiscal year. Such statements shall be provided within 10 business days of their presentation to the Board of Directors. County reserves the right to request more frequent financial statements which shall be provided by CONTRACTOR within 10 business days if such request is made.

CONTRACTOR agrees to notify County if there any budget or financial issues that are likely to materially adversely affect the ability of CONTRACTOR to achieve the Scope of Work in Section A. Such notification shall be made in a timely manner, which shall be construed as no later than 10 days after such information is made available to the Board of Directors.

B8. Acknowledgement of County Funding

The Monterey County Board of Supervisors shall be acknowledged for the funding support to CONTRACTOR and explicit funding support for any project, event or initiative funded by the Agreement. This acknowledgement shall be included in any written materials, advertisements or banners associated with the project, event or initiative where it is customary to list sponsors. It is CONTRACTOR'S responsibility to pass this requirement through to its Subcontractors or funded organizations that may be involved in any project, event or initiative funded by County. CONTRACTOR shall ensure that their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by County as ineligible to receive future funds.

B9. Written Publications

CONTRACTOR shall provide County with a copy of any final written or visual publication and any other work product (e.g. print advertisement) that is funded in whole or in part by this agreement. CONTRACTOR'S website shall prominently display that the County of Monterey Board of Supervisors is a major funding partner or contributor to CONTRACTOR. Said documents shall be provided within 10 business days of their publication.

B10. Unincorporated Area Representation and Service

CONTRACTOR is encouraged to include on its Board individuals who reflect the interests of unincorporated areas of the County of Monterey and ensure that CONTRACTOR'S services apply to unincorporated as well as incorporated areas of the County. A list of current Board Members shall be included in the periodic reports required.

B11. Presentations

CONTRACTOR shall be required to provide periodic presentations to the Board of Supervisors, Economic Opportunity Committee (EOC), and/or the Administrative Committee of the EOC with reasonable advance notification. In addition, CONTRACTOR is expected to attend meetings of the bodies upon request.

B12. Submittal of Communications, Documents, Reports and Other Deliverables

Submittals shall be submitted to the County's Economic Development Director or his designee at the following address:

Economic Development Director
County of Monterey
Economic Development Department
168 West Alisal Street, 3rd Floor
Salinas, CA 93901