

EXHIBIT-A
SCOPE OF SERVICES
Professional Service Agreement
between
THE COUNTY OF MONTEREY ECONOMIC DEVELOPMENT
DEPARTMENT
and
THE MONTEREY COUNTY FILM COMMISSION (MCFC)

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 Monterey County Film Commission (MCFC) (“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 MCFC will continue to develop and implement programs that promote Monterey County as a filmmaking destination, and generate increased business, revenues and jobs through Film Industry outreach and local facilitation, marketing and promotion, education and workforce development and expanding collaborations.

The purpose of the Film Commission is to develop and implement programs that will promote Monterey County as a filmmaking destination, and generate increased business, revenues and jobs throughout the County.

The MCFC shall develop and implement an annual program that is consistent with the FY 2012-13 Annual Work Plan.

GOAL 1 - Increase Film Industry Outreach and Local Facilitation efforts

Tasks 1:

- a) Proactively seek new film business and professionally respond to inquiries annually.
- b) Identify potential opportunities for film production and marketing contacts.

- c) 24/7 assistance with film production requests, trouble-shooting and community liaison.
- d) Location scouting, photography, scanning and expansion of new resources and film site locations, including increased visibility for North and South County as well as the Salinas Valley.
- e) Coordination of locations and logistics in pre-production.
- f) On-going promotion of statewide incentive programs.
- g) Maintain sound office and financial management systems.
- h) Coordination of local student interns and local crew job experience.
- i) Administration and support for the Film Student Scholarship & Awards program.
- j) Office administration for MC Economic Development meetings and reports.
- k) Film Liaisons In California Statewide (FLICS) – October.
- l) California Only Trade Show (CA Film Commission/FLICS) – April.
- m). Assn. of Film Commissions International (AFCI) Show – Summer.
- n) Professional dues and annual memberships.
- o) Training and professional development (industry related).
- p) On location assistance for scouts, production companies and community relations.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Track the numbers of media productions occurring in Monterey County as measured by film commission records and State issued permits as compared with the previous year and increase by 5%; and
- Attract, facilitate and increase the number of leads and inquiries that have positive results as summarized in film commission records as compared with the previous year and increase by 5%.

GOAL 2 - Expand Film Industry Marketing and Promotion Opportunities

Tasks 2:

- a) Development of collateral/promotional materials.
- b) Trade journal advertising.
- c) Direct mail campaigns to industry professionals.
- d) Communications and public relations branding initiatives.
- e) eNewsletters to local residents, jurisdictions, trade organizations, and film industry professionals.

- f) Social media development and campaigns to propel marketing messages.
- g) Website expansion, maintenance and continuous content development.
- h) Reel Scout location library upgrades and expand usage of contact management system.

Measures:

- Prepare narrative report showing planned and actual accomplishments.
- Increase exposure and interest in Monterey County as the selected film location site as measured by feedback from Location Scouts, as compared with the previous year and increase by 5%.
- Increase tracking leads from film trades publications (circulation and distribution), as compared with the previous year and increase by 5%.
- Increase Trade associations/co-ops, guide listings, as compared with the previous year and increase by 5%, and
- Increase tracking website and social media exposure compared to former year and increase by 5%.

GOAL 3 - Develop Education and Workforce Opportunities

Tasks 3:

- a) Expansion of MCFC's online Film Production Resources Guide to further increase local hires, broaden countywide coverage, and assess new areas of workforce development opportunities.
- b) Collaborate with CSUMB's Teledramatic Arts & Technology Dept., Monterey Peninsula College, Hartnell, MCAET, and advanced HS film programs to enrich Monterey County's labor pool.
- c) Increased exposure for local crew hires.
- d) Enhancement of film industry related job skills to increase overall economic prosperity through REEL Jobs and 'Focus on Film' lectures.
- e) Survey indigenous businesses for better film industry impact statistics and reporting.
- f.) Research economic impact of film production activities on Monterey County businesses.
- g) Assess film production and film commission best practices at regional (greater SF Bay Area), state (CA Film Commission) and international (AFCI) levels.
- h) Research technology and cost for MCFC's upgrade to Mobile Apps, computer applications, etc.

Measures:

- Narrative report showing planned and actual accomplishments.
- Increase number of economic and job opportunities created as measured by Film Resources Guide crew listings, as compared with the previous year and increase by 5%.
- Conducting film production economic impact analysis (AFCI) with survey of local companies and professionals benefited, as compared with the previous year and increase by 5%.

GOAL 4 - Expand Countywide Collaborations

Tasks 4:

- a) County-wide branding of MCFC and other collaborative partnerships.
- b) Continued development, penetration and fundraising through MCFC's "REEL Friends of the Film Commission" support organization.
- c) Develop joint grant making opportunities with community partners.
- d) Enhance group business for the tourism industry through film production activities.
- e) Study impact of Monterey County's exposure in media (movies, commercials, advertising, etc.) on future tourism spend.
- f) Leverage County funding with collaborative ventures with DSA partners MCCVB and the Arts Council for Monterey County, and other economic pillars, for co-op expense and advertising cost-sharing.

Measures:

- Narrative report showing planned and actual accomplishments.
- Increase number and type of partnerships/collaboration developed within the film industry and with local organizations and companies, as compared with the previous year and increase by 5%.

The FY 2012-2013 MCFC 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

\$130,900. 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

CONTRACTOR shall be paid the equivalent of the first three monthly installments (July, August and September) within 45 days after this Agreement has been approved by the Board of Supervisors, 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 CONTRACTOR 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 modification 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 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