



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12301

Upon motion of Supervisor Salinas, seconded by Supervisor Armenta, and carried by those members present, the Board of Supervisors hereby:

- a. Approved the Fiscal Year 2012-13 Development Set-Aside (DSA) Agency/Professional Services Agreement ("Agreement"), Scope of Services and Work Plans for the Arts Council for Monterey County (ACMC); and
- b. Authorized the Interim Assistant CAO of the County of Monterey to execute the Agreement for the term of July 1, 2012 through June 30, 2013, in an amount not to exceed \$272,823

PASSED AND ADOPTED on this 28th day of August 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on August 28, 2012.

Dated: August 29, 2012

File Number: 12-770

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Arts Council for Monterey County (ACMC)
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide support for development of: "creative technology" discipline, entrepreneur training, job and business opportunities for the arts; re-granting program for arts organizations; develop collaboration for art and cultural asset promotion; develop new partnerships, and increase accessibility and support for arts programs .
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 272,823.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2012 to June 30, 2013, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A	Scope of Services/Payment Provisions
Exhibit B	ACMC FY 2012-13 Work Plan
Exhibit C	Justification: Professional Liability

5. PERFORMANCE STANDARDS.

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on August 28, 2012.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

~~6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice. (See Exhibit-A, Sec. B, §B2)~~ *ed* *gm*

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Gene Rogers, Interim Assistant CAO	<i>DIEBOLD</i> Lynn Diebold, President
Name and Title Economic Development Department 168 West Alisal Street, 3rd Floor Salinas, CA 93901	Name and Title PO Box 7495, Carmel, CA 93921
Address 831-755-5390	Address 831-622-9060
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: [Signature]
Department Head (if applicable)

Date: 8/28/12

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
County Counsel

Date: 8/23/12

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 8-23-12

Approved as to Liability Provisions
INSURANCE LANGUAGE

By: [Signature]
Risk Management

Date: 8-23-12

ARTS COUNCIL for MONTEREY CO.
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or Vice-President)*

LYNN DIEBOLD, PRESIDENT
Name and Title

Date: 8-15-2012

By: N/A
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: A-12301

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

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 contract 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

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 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 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

EXHIBIT B



ARTS COUNCIL
for MONTEREY COUNTY

Celebrating 30 Years of Service

WORKPLAN 2012-2013

“A strong arts sector energizes and strengthens communities – giving confidence to existing businesses of all sizes and appeal to new businesses.

A strong and innovative arts sector is essential to appealing to innovators and emerging industries of all sorts”.

- - National Governors’ Association

Center for Best Practices, 2001

BACKGROUND

The mission of the Arts Council for Monterey County is to improve the quality of life for everyone in our region through the arts. We were founded in 1982 by the legendary Ansel Adams and his allies in the arts, business, government and the community. In 1985, the Board of Supervisors selected the Council as a member agency of the Development Set-Aside Fund – formally recognizing the critical role of the arts sector in “strengthening and broadening the County’s economic base”.

Monterey County’s cultural heritage is as rich and varied as our famed natural beauty. For generations, a vibrant arts sector in Monterey County has had a strong and growing impact on every aspect of the economic health of our region. Nationally significant cultural assets include the Carmel Mission and the National Steinbeck Center. Internationally recognized presenting groups like the Monterey Jazz Festival and the Carmel Bach Festival have a long tradition and are still growing and finding new audiences from every corner of the globe. Today, nearly 100 nonprofit arts and cultural organizations present dance, music, drama, photography, painting, sculpting, video and film in traditional, classical and contemporary forms, bringing excitement and vitality to our communities. Successful arts groups in every district in the county are growing in number, scope and impact -- from Aromas Hills Artisans in North County to Sol Treasures in South County -- ensuring that the myriad benefits of the arts are accessible to everyone. Our region is also rapidly becoming a powerhouse for creative technology -- especially in short form such as animation, simulation, film and video -- ready to meet and generate the growing demand in publishing, technology and entertainment and every industry that depends on effective training and communication.

The unique role of the Arts Council is to nurture and promote the many facets of our extraordinary arts sector in ways that expand access and opportunity for everyone in each supervisorial district and maximize impact on quality of life in our communities, our schools, and our economy.

OVERVIEW

The mission of the Arts Council complements and leverages the County’s renewed efforts to promote county-wide economic prosperity as outlined in the SRI Report. Overall, our efforts are synergistic and uniquely help the county stay on the virtuous cycle of economic development. The Arts Council leads arts organizations, arts educators and our allies to help Monterey County strengthen the areas that are critical for success in economic development. Our arts and culture and heritage programs strengthen community ties and are a magnet for the kinds of tourists that the hospitality industry has found are more likely to stay longer and spend more. Many new arts groups are attracting students and innovators in complementary new industries, such as creative technology. Our arts education programs in the schools and community centers help our students become more motivated and more likely to succeed and stay in school.

A study conducted by Arts Market in the past few years, funded by the James Irvine Foundation and commissioned by the Arts Council and the Community Foundation for Monterey County, found that over 9,000 jobs are already located here in the arts and creative industries – ranging from performing arts and museums to the music industry, design of all types, audio and video media production, broadcasting, and digital media development. In addition, thousands of artists work as small business entrepreneurs. From the solo jeweler in Carmel Valley shipping original designs all over the state to the Monterey Sculpture Center in Marina employing dozens of artisans exporting bronze sculptures all over the world, the creative entrepreneurs of our county have an output of more than \$550 million in goods and services sold annually -- just behind health care. (US Census, Bureau of Labor Statistics, the Bureau of Economic Analysis Regional Economic Information System, IMPLAN). Growth potential in all areas is enormous.

Our partnership with the county since 1985 has been highly successful, yielding greater economic diversity, with more jobs and businesses, and greater potential for more economic development and opportunity for all Monterey County residents in each supervisorial district. As outlined below, The Arts Council takes a lead role in helping to 1) support the development of jobs and business opportunities, 2) strengthen the most relevant and significant public-private partnerships, 3) increase workforce development opportunities; and 4) and improve the business climate that will help retain, expand and recruit new businesses that support and leverage our key assets.

KEY PROGRAMS / PROJECTS

I. Support the Development of Jobs and Business Opportunities

"The creative economy is revitalizing manufacturing, services, retailing and entertainment industries. It is changing where people want to live, work and learn – where they think, invent and produce." – John Hawkins, author, The Creative Economy

GOAL: 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.

PRIORITY ACTIVITIES:

1. Identify and facilitate access to a broad range of resources to support expansion: including a range of local funding mechanisms – e.g., SBA, local investors and lenders, sources beyond Monterey County e.g., California Arts Council, National Endowment for the Arts and private foundations such as Alliance for Traditional Arts and Hewlett Foundation, and in-kind support e.g., Workforce Investment Board grants, AmeriCorps interns and CSUMB Service Learning students.
2. Provide competitive grants and sponsorships that support expansion through increased visibility and potential new markets for professional artists and creative workers. (Examples: First Friday ArtWalk in Salinas, Sol Treasures in King City, Aromas Hills Artisans in North County, and Artists Equity Open Studio Tour throughout Monterey County.)
3. Provide networking and training for emerging entrepreneurs to increase number of jobs and businesses in creative tech sector including monthly meetings and annual forum / expo with leading entrepreneur) in partnership with Monterey County Business Council Competitive Clusters (C2) process through leadership as Chair of the Creative Tech Cluster and Marina Technology Cluster
4. Create unique outlets for new and emerging artists that help expand their business through partnerships and public awareness – including a model arts center in Castroville with classes that specialize in small scale wearable art, monthly exhibitions /sales of student work and special exhibitions.

Performance Measures

Customized IMPLAN Jobs Report (Number/Types of Jobs)
Comprehensive Survey of Grantees/Partners (Job Status- full-time/part-time/temporary)
Business License Data

Budget- \$77,000

Grants - \$50,000; Staff - \$20,000; Marketing - \$7,000

II. Develop Public/Private Partnerships to Support Economic Pillars

II A. Tourism

Around the world, more and more people are choosing their travel destinations on the basis of offerings in arts, culture and heritage. These cultural tourists stay longer and spend more daily than the average tourist. (Travel Industry Association of America, The Historic/Cultural Traveler, 2003).

Mimi Hahn, Director of Marketing for the Monterey Bay Aquarium, calls cultural tourists “our A+ visitor”. Her recent comprehensive study has shown that effective partnerships between the arts and tourism will increase occupancy for hotels – especially mid-week and shoulder season as potential visitors find out more about the myriad high quality, authentic experiences our region offers throughout the year. Cultural travelers are one of the industry’s most lucrative markets with recent studies showing 81 percent of the 146.4 million U.S. adults who took a trip of 50 miles or more away from home in the 2010 considered cultural tourists. Cultural travelers -- *Spend more on average: \$623 vs. \$457; Use hotels, motels, or bed & breakfasts: 62% vs. 55%; Are more likely to spend more than \$1,000: 19% vs. 12%; Travel longer: 5.2 nights vs. 3.4 nights*” Travel Industry Association of America (TIA)

Our great museums, historic sites and homes, cultural festivals, theaters and galleries significantly help the hospitality industry achieve its brand promise that there is more to discover for visitors who choose Monterey County. The Carmel Bach Festival and Monterey Jazz Festival have been attracting musicians and visitors for over 50 years, enjoy international reputations and are still growing. Many more are emerging all over the county.

GOAL: 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 attractive and competitive

PRIORITY ACTIVITIES:

1. Conduct feasibility study with Monterey County Visitors and Convention Bureau including review of competitors (e.g. Sonoma County, San Diego) to create special arts and culture packages to increase number of visitors and length of stay in shoulder seasons:
2. Provide grant support for arts programs to expand offerings during shoulder seasons and in niche markets identified by key partners using social media – e.g., friends of photography. Provide competitive grants to small and mid-size nonprofit arts presenters to increase their capacity to attract more visitors and increase room stays such as Dixieland Monterey, Center for Photographic Art in Carmel, Seaside Cultural Arts Group, Monterey County Historical Society in Salinas, SpectorDance in Marina and the Monterey County Agricultural and Rural Life Museum in King City.
3. Publicize relevant details and contract info regarding cultural assets through MCCVB members, Monterey County Business Council Ambassador Program and local concierges – by email to all and in person to targeted hotels, cross promotion of MC CVB/Monterey County brand through our grantees, allies and partners – e.g., links to their website on our websites and active participation in their social media, and by increased participation in the MCCVB marketing committee and support of the emerging Ambassadors Program.
4. Develop unique marketing tools such as cool culture passes for museums, galleries and historic sites.

Performance Measures

Survey of Grantees, Partners; MCCVB Data for # Night Stays, % Returning, Length of Stay

Budget - \$77,000

Grants - \$50,000; Staff - \$20,000; Marketing - \$7,000

II. B. Agriculture

"Smart investments in art, design and culture as part of a larger portfolio of revitalization strategies can change the trajectory of communities and increase economic opportunities for people, whether the setting is rural or urban." Carol Colletta, ArtPlace Foundation

The Arts Council primarily supports agriculture by improving the quality of life and increasing economic opportunities for residents in the communities where the largest number of farm workers and their families live, notably in South County, North County and East Salinas. Community art festivals, for example, instill pride in cultural heritage, promote cultural appreciation and help position the region as safe, vibrant, and welcoming for residents and visitors.

GOAL: 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 inkind support to artists, arts presenters and artisans presenting special programming in chronically underserved areas

PRIORITY ACTIVITIES:

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) to increase resident participation and visitation and raise revenue for small businesses in South County.
2. Provide high quality opportunities to low-income residents in a broad range of accessible settings through grants to nonprofits and through direct service partnerships in schools and community sites from Castroville to Lockwood including opportunities for professionally designed and presented performances and exhibitions.
3. Provide financial and inkind support to at least 10 community festivals.

Performance Measures

Comprehensive survey of grantees / partners/ businesses; Attitude survey of customers/ attendees

Budget - \$77,000

Grants - \$50,000; Staff - \$20,000; Marketing - \$7,000

II C. Education

Research suggests that arts education not only boosts academic outcomes, but that neighborhood-based arts and cultural activities can build stronger cities and communities.

U.S. Education Secretary Arne Duncan

Arts programming in Monterey County supports Education in three vital ways: 1) by increasing student motivation and achievement and decreasing student drop out rates; 2) by supporting interest in and avenues for lifelong learning and 3) by creating an environment that attracts top scholars, researchers and educators and their families. High quality arts programs in school, after school and in community settings foster young imaginations, address core academic standards, and promote the critical thinking and creativity skills essential to a 21st century work force.

GOAL: 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.

PRIORITY ACTIVITIES:'

1. Provide competitive grants to nonprofits arts presenters that provide programs that help 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.
2. Increase number of students and schools served in our Professional Artists in the Schools 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.
3. Develop or expand at least three model partnerships among higher education institutions, 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.
4. Create paid internship track for 5 low-income college students with an interest in arts education

Performance Measures

MCOE Data indicating graduation rates at participating schools
Truancy and delinquency rates among participants; number of students participating in model partnerships
Attitude surveys of students (regarding behavior, school, work)

Budget - \$75,000

Grants - \$50,000; Staff -\$20,000, Marketing-\$5,000

III. Increase Workforce Development Opportunities

Business and government leaders are increasingly recognizing that participation in high quality arts programs is essential for success. As the nature of work in every industry has evolved, each worker at every level must be more creative, innovative and flexible. According to Dr. Elliot W. Eisner of Stanford University, participation in high quality arts programs uniquely prepare students for the 21st-century workforce such as perception of relationships; skills in finding multiple solutions to problems; understanding nuance; adaptability; decision-making skills; and visualization of goals and outcomes.

(National Governors Association Issue Brief, 2002).]

As more and more businesses rely on employees at all levels and all industries to improve ways of doing business, Monterey County has to provide a range of experiences beyond school to develop those creative skills in order maintain our comparative advantage in the global marketplace. Some workers with these skills can also develop their own businesses and further diversify and strengthen our economy. Nonprofit arts presenters are also uniquely committed to providing opportunities for workers with barriers to employment.

GOAL: 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.

PRIORITY ACTIVITIES

1. Provide competitive grant support to nonprofit arts organizations that provide youth job skills and on the job training programs 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

2. Conduct feasibility study with the Workforce Investment Board to strengthen the 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

3. Identify and promote a range of 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. In addition, provide paid internships for muralists and high school students to complete our 4800 sq ft mural in the new Pajaro Park.

Performance Measure

Pre and Post Training Interviews with Participants and Host Businesses

Budget - \$60,000

Total - \$60,000 Grants - \$45,000; Staff -\$10,000, Marketing-\$5,000

IV. Improve Business Climate

A strong and innovative arts sector is essential to appealing to innovators and emerging industries of all sorts. - - National Governors' Association Center for Best Practices, 2001

A strong, vital and responsive arts sector in Monterey County can protect our brand – as a diverse, safe, vibrant, engaging and beautiful place to live, work and play. Not even a grocery store will invest in a community that lacks vitality. On the other hand, a vital arts and culture sector will ensure that the county's financial incentives and development policies will attract complementary businesses, support a wide range of small businesses, make a lasting impact, and benefit the broadest number of residents.

Arts Council programs and projects of the past few years have been extremely successful in providing opportunities and improving conditions in our communities -- especially in North County, South County and East Salinas where there are particularly high level of poverty and low rates of education, literacy, and English proficiency, and where lack of affordable housing and transportation can compound the effects of isolation.

GOAL: 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.

PRIORITY ACTIVITIES:

1. Provide grant support or sponsorship, consultations, and access to low-cost inkind resources for programs (e.g., cultural festivals) that work with local business districts or economic development offices to target underserved regions and populations (e.g, Soledad Improvement District, Pajaro Business Association economic development office in Greenfield, Gonzales, and East Salinas).
2. Support taskforce of Southern Monterey County Center for Arts and Technology in Center for Employment Training, Soledad and develop at least one additional art and culture center in Greenfield, Gonzales or Castroville to increase visitor traffic in the business district.
3. 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.

Performance Measures

Survey Business District leaders, participating businesses, customers and participating agencies

Budget - \$60,000

Grants - \$45,000 ; Salaries- \$10,000; Marketing -\$5,000

Leveraging County Investment in the Arts

The arts and culture of our region are unparalleled. We just have to come together as never before to celebrate and promote that. -- Congressman Sam Farr, 2010

Even during the most challenging years, the Arts Council board and staff have been able to double county support on a cash basis and leverage even more support on an inkind basis with a wide array of sources including major partners from outside the county. For example, this past year, \$192,000 in grant support has come from Community Foundation for Monterey County, James Irvine Foundation and the Packard Foundation, allowing us to add the position of Outreach Coordinator. They have given us the tools to successfully expand opportunities, deepen participation and inspire excellence in every area of the county. In this next year, the county allocation of \$272,000 will be matched by foundations and donors for a total of over \$630,000. Our grantees take this leverage even further through their own efforts in fundraising and ticket sales. Our grantees leverage their grant from us (average grant is \$3500) for a total value of more than \$14,000,000 with about twenty five percent coming from outside the county. Taken together with our various partnerships and inkind services and support, the Development-Set Aside allocation to the arts yields a return on investment of at least 50:1.

We will once again contract with Louise Stevens of ArtsMarket to produce a complete report that will incorporate Monterey County Employment Data published by Monterey County Business Council, independent research IMPLAN report (<http://www.implan.com/>), Arts Council surveys of arts presenters, artists, artisans and designers. We look forward to reporting the outcomes.

COMMUNITY PARTNERS

Access Monterey Peninsula
All Nonprofit Arts Organizations
California Arts Council
CHISPA
Community Foundation For Monterey County
Local Arts Councils such as Marina Arts Council
The Monterey County Film Commission
Greenfield Rotary Club
Monterey County Public Libraries
Monterey County Board of Supervisors
Packard Foundation

EDUCATION PARTNERS

All Monterey County School Districts
Carmel Gallery Alliance
CSUMB Visual and Performing Arts Program
First Five Monterey County
Monterey Bay Aquarium
Monterey County Office of Education

ECONOMY/TOURISM PARTNERS

Monterey County Board of Supervisors
Monterey County Convention and Visitors Bureau
Monterey County Business Council Clusters Program
Monterey County Vintners and Growers Association
Destination Salinas

ECONOMY/THE CREATIVE INDUSTRIES PARTNERS

Artists Equity
CSUMB
Monterey County Office of Education
Workforce Investment Board
Monterey County Business Council

EXHIBIT C

Justification for not requiring Professional Liability
Insurance coverage at this time

ARTS COUNCIL FOR MONTEREY COUNTY (ACMC)

Professional Liability Insurance Coverage

CONTRACTOR is a 501 (c) (3) non-profit organization that will 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. A license is not required for the services to be provided by the CONTRACTOR therefore Professional Liability Insurance is not required at this time.

The CONTRACTOR will not be performing any work of an architectural, engineering or design nature under this agreement.