

EXHIBIT-A

**To Agreement by and between
CAO – Economic Development, hereinafter referred to as “County”
AND
Monterey County Business Council, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and in ARPA_Economic_Recovery_Exhibit B, attached hereto:

1. This EXHIBIT A shall be incorporated by reference as part of the Professional Services Agreement dated March 29, 2022, for a period of three (3) years. This Exhibit A governs work to be performed under the above referenced Agreement, the nature of the working relationship between County and CONTRACTOR, and specific obligations of the CONTRACTOR.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

Due Date	Report Period
July 30, 2022	March 29, 2022 – June 30, 2022 (Q1 & Q2 report)
October 30, 2022	July 1, 2022 – September 30, 2022 (Q3 report)
January 30, 2023	October 1, 2022 – December 31, 2022 (Year-end report)
April 30, 2023	January 1, 2023 – March 31, 2023 (Q1 report)
July 30, 2023	April 1, 2023 – June 30, 2023 (Q2 report)
October 30, 2023	July 1, 2023 – September 30, 2023 (Q3 report)
January 30, 2024	October 1, 2023 – December 31, 2023 (Year-end report)
April 30, 2024	January 1, 2024 – March 31, 2024 (Q1 report)
July 30, 2024	April 1, 2024 – June 30, 2024 (Q2 report)
October 30, 2024	July 1, 2024 – September 30, 2024 (Q3 report)
January 30, 2025	October 1, 2024 – December 31, 2024 (Year-end report)

All written reports required under this Agreement must be delivered to Richard Vaughn, County’s Economic Development Manager, in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$1,800,000.00 for three (3) years for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

1. Term of Agreement

- a. The amount of compensation allocated to CONTRACTOR for three (3) calendar years is \$1,800,000. FY 2021-22 which is the period March 29, 2022 – June 30, 2022, shall not exceed \$300,000. FY 2022-23 which is the period July 1, 2022 – June 30, 2023, shall not exceed \$600,000. FY 2023-24 which is the period July 1, 2023 – June 30, 2024, shall not exceed \$600,000. FY 2024-25 which is the period July 1, 2024 – December 31, 2024, shall not exceed \$300,000. Federal guidelines require ARPA funding must be expended by December 31, 2024.

2. Invoices

- a. CONTRACTOR shall submit quarterly invoices. Compensation shall be paid to CONTRACTOR in four quarterly installments in the amount equal to 1/4th of the total allocated above, not to exceed \$150,000. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A above.

3. Payment Schedule

- a. Payment shall be made by COUNTY within 45 days of receiving the certified invoice. All payments are conditional upon receiving performance reports and invoices that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

4. Quarterly Performance Reports

- a. CONTRACTOR shall produce the following quarterly performance reports in a format provided by County. The performance report shall be in a format that is easy to understand that can be shared with the Economic Opportunity Committee and the Board of Supervisors. Each quarterly performance report shall identify the achievement, to-date, of the performance criteria specified in Section A, subsections (1) through (2).

5. Determination of Compliance

- a. 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 County Staff, the Economic Opportunity Committee, and the Board of Supervisors in conducting its responsibilities under 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. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

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.

6. **Modifications to the Scope of Work**

- a. The Assistant County Administrative Officer or his/her designee may approve modifications to the specific tasks described in the Scope of Services with the concurrence of the Administrative Committee of the Monterey County Economic Opportunity Committee. Such modifications must be in writing. Any modifications to compensation and to the Scope of Services must be approved by the Board of Supervisors.

7. **Acknowledgement of County Funding**

- a. The County 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 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.

8. **Written Publications**

- a. 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 is a major funding partner or contributor to CONTRACTOR. CONTRACTOR shall not use the County seal in any written publications or advertising. Said documents shall be provided within 10 business days of their publication.

9. **Unincorporated Area Representation and Service**

- a. 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.

10. **Presentations**

- a. 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.

11. Submittal of Communications, Documents, Reports and other Deliverables

- a. Submittals shall be submitted to the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to the following address:
Attention: Richard Vaughn, Economic Development Manager
County of Monterey
County Administrative Office
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

- 1) The Auditor-Controller shall pay the quarterly invoice within 30 days of receipt. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the county.

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.