

EXHIBIT-A

**To Agreement by and between
County Administrative Office – Community Engagement & Strategic Advocacy,
hereinafter referred to as “County”**

AND

**Lapkoff & Gobalet Demographic Research, Inc., hereinafter referred to as
“CONTRACTOR”**

Purpose of Funding/Scope of Services / Payment Provisions

A. PURPOSE OF FUNDING

The purpose of the funding provided by County to CONTRACTOR is to provide demographic services to complete the 2021 Redistricting process for Monterey County Supervisorial Districts.

B. 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:

B.1.1 CONTRACTOR shall provide demographic services as included in the CONTRACTOR’S proposal dated May 12, 2021, attached as Exhibit B.

B.1.2 CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

- As included in the CONTRACTOR’S proposal dated May 12, 2021, attached as Exhibit B (see Page 4-5: Summary of Timeline, Deliverables and Costs)
- All written reports required under this Agreement must be delivered to Rosemary Soto, the Contract Manger, in accordance with the schedule above.

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

Deliverables	Due Date	Estimated Cost
Initial report with maps of at least two scenarios plus data tables. Modify scenarios, as	September 2021 through December 2021	\$95,000

needed. (Exhibit B Specific Tasks Pg. 2-3 and Service Description on Pg 5) Provide maps of adopted plan (pdf files), and electronic files (shapefiles) that define the plan.		
Meet with County Board of Supervisors and Redistricting Advisory Commission. Approximately 20 meetings will be held in a combination of formats: live in-person and virtual.	June 2021 through December 2021	\$50,000, \$3,900 per live in-person and \$1,000 per virtual meeting
LGDR evaluation of redistricting plans submitted by members of the public based on legal and conventional redistricting criteria. Report findings. Evaluation of approximately 10 redistricting plans submitted by the public.	October 2021 through December 2021	\$1,000 per plan, not to exceed a total of \$12,000
OPTIONAL: Online interactive redistricting mapping tools and resources made available to the public. Potential sub-contracted vendor would provide the software to be administered by the CONTRACTOR. Timeline includes preparation, launch, administration and end of live online interactive tools.	June 2021 through December 2021	\$33,000, includes \$3,000 administrative cost

All written reports required under this Agreement must be delivered to:
Rosemary Soto, County’s Contract Manager, in accordance with the schedule above.

C. PAYMENT PROVISIONS

C.1 COMPENSATION/ PAYMENT

C.1.1 County shall pay an amount not to exceed \$190,000 [per contract] 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:

Upon submission of progress reports, submit invoices for the periods listed below as follows:

Base fee: 95,000 \$15,000 billed in 6 monthly installments, July-Dec,
 \$5,000 billed in Jan/Feb/March (for our work with the ROV implementing the adopted plan). Includes one virtual meeting (with RAC?).
 Meeting fees (see above) billed monthly

C.2 DETERMINATION OF COMPLIANCE

Upon request by the County, Contractor will provide periodic progress reports throughout the duration of this agreement. The determination of whether performance meets standard is at the sole judgment of the County. County will review these 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 remedies. These remedies may include, but are not limited to, requiring a corrective action plan, disallowing costs, changing the compensations schedule, reducing future allocations and/or terminating the Agreement.

Modifications to the Scope of Services: The Contract Manager may approve modifications to the specific tasks described above; however, any modifications to compensation must be approved by the Board of Supervisors.

C.3 CONTRACTORS BILLING PROCEDURES

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.

C.4 RETURN OF UNUSED OR IMPROPERLY USED FUNDS. Upon the expiration or earlier termination of this Agreement, if there are any funds paid by County to CONTRACTOR that have not been used or are not committed for a specific use, such funds shall be returned to County. In addition, to the extent CONTRACTOR has used funding for purposes not specifically intended by this Agreement, and not otherwise specifically approved by County (in advance of such use, and in writing), CONTRACTOR shall refund such amounts to County.

C.5 INVOICING AND PAYMENTS

1. For services satisfactorily rendered, and upon receipt and approval of invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
2. Invoices shall be submitted to:
Monterey County Administrative Office
Rosemary Soto
Management Analyst III
168 West Alisal Street, Third Floor
Salinas, CA 93901
831-755-5840
3. Invoices shall:
 - a. Be prepared on Contractor letterhead. An authorized official, employee or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
 - b. Bear the Contractor's name as shown on the agreement.
 - c. Identify the billing and/or performance phase and deliverables covered by the invoice.