

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 January 25, 2022, for a period of three 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.

2. **Services to be Provided**

a) CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, which shall result in creating targeted programming in Monterey County, as part of the business recovery from the COVID-19 pandemic. Special outreach will be made to underserved business owners: Black, Indigenous and People of Color (BIPOC), Lesbian Gay Bisexual Transgender Queer + (LGBTQ+), Asian Americans and Pacific Islanders (AAPI), Women and Hispanic owners. Services will be delivered, as set forth below:

3. **Key Program/Project**

a) **COVID-19 Related Business Retention Programming**

- i) The funding amount for this performance measurement is \$1,000,000/year for three years. MCBC, will create annual programming throughout Monterey County, in partnership with multiple nonprofit business-focused organizations, to assist businesses in recovering from the COVID-19 pandemic.
- ii) **PROGRAMMING:** A minimum of 15 programs (in-person seminars, classes, or webinars) will be delivered with at least three programs delivered in each of the supervisorial districts. Supervisors will be invited to participate in the programs held in their districts. At least three of these programs will be held in Spanish and other languages will be considered. All programs will be free to local business participants. Topics for business programming will be determined in collaboration with County staff.
 - (1) Launch Business Retention Countywide program with bilingual COO and Program Manager in January 2022.
 - (2) Surveys: MCBC will survey businesses for critical needs analysis, focusing on city and county ARPA opportunities that aid with business recovery and

education and dissemination of current legislation and changes to loan opportunities for local businesses.

- (3) Launch www.MontereyCountyBusiness.com Business Hub: This will include the “pillars” of economic development for engagement of businesses in Monterey County: Hospitality, Agriculture, Education, Defense, Small Business and Construction.
- (4) Engage all 12 cities in Monterey County Business Hub
- (5) Engage underserved areas of Monterey County – to include South County, North County, Salinas Valley and unincorporated areas
- (6) Partner with nonprofit business groups in Monterey County
- iii) STAFFING: MCBC will absorb all costs associated with producing all programming. Two full-time MCBC employees (COO and Program Manager) and one part-time employee (Administrative Support) will be fully dedicated to promoting and implementing the ARPA Business Retention program.
- iv) MARKETING & PARTNERSHIPS: To ensure maximum visibility and participation, a full marketing plan will accompany each program. This includes paid social media schedules, collaboration and partnerships with business organizations, marketing collateral and web presence. MCBC’s CEO and COO will be available at the County’s request to be present for press briefings, and interviews to speak on the partnership between the County of Monterey and the business industry. Additionally, MCBC’s COO will coordinate with regional Chambers of Commerce, business and nonprofit organizations, and local jurisdictions in promoting programming throughout the county. MCBC will be the contract administrators for any subcontracting partners. MCBC will request local elected officials to promote the programming with their social media networks. MCBC will include the County of Monterey logo on all marketing materials.
- v) REPORTING: MCBC will provide quarterly reports to County staff and will be available to present to the Economic Opportunity Committee and Board of Supervisors as requested. MCBC will provide (upon request) contact information for all program participants, to be utilized as a resource for communication and outreach to the business community for the County of Monterey. Upon request, MCBC will provide numbers of registrants and participants for each program.

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

| Due Date | Report Period |
|------------------|---|
| April 30, 2022 | January 25, 2022 – March 31, 2022 (Q1 report) |
| July 30, 2022 | April 1, 2022 – June 30, 2022 (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 \$3,000,000.00 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 calendar years is \$3,000,000. CY2022 which is the period January 25, 2022 – December 31, 2022, shall not exceed \$1,000,000. CY2023 which is the period January 1, 2023 – December 31, 2023, shall not exceed \$1,000,000, and CY2024 which is the period January 1, 2024 – December 31, 2024, shall not exceed \$1,000,000. 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 \$250,000. 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 upon receipt of invoice. Payment is 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 (3).

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. 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.