

EXHIBIT-A
SCOPE OF SERVICES
Professional Service Agreement
between
THE COUNTY OF MONTEREY ECONOMIC DEVELOPMENT DEPARTMENT
and
THE MONTEREY COUNTY BUSINESS COUNCIL (MCBC)

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2012, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey Economic Development Department (“COUNTY”) and the Monterey County Business Council (MCBC) (“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 MCBC has been the County’s private sector partner for the Monterey County Competitive Cluster (C2) since its inception in March 2003. The purpose of the recommended Agreement is to continue efforts to implement and facilitate the Competitive Cluster Project. The MCBC will support the designated four pillars of Monterey County through accelerating development of Small Business in the region through the Monterey County Economic Development/Competitive Cluster Status Report, Regional Economic Forum & Public-Private Partnership Awards, Facilitation of SBA’s National Small Business Week in Monterey County; Eco/Recreational Tourism – Monterey Bay Ambassador Program; and Education, Research & Technology – Innovation and Entrepreneurship training program.

The Monterey County Business Council shall develop and implement a Program that is consistent with the FY 2012-13 Annual Work Plan.

Goal 1 - Monterey Bay Ambassador Program

Strategy - Develop high caliber and standardized curriculum designed to promote professional development and skills gap closure for tourism industry, frontline employees and community volunteers.

Measures:

Proj	Activities	Metrics	Expected Outcome
#1 a)	Collect assets/resources	# resources in database	Develop Curriculum
b)	Mkting for businesses	# busn's in crossmkting	50 businesses
c)	Mkting for enrollment	# of class participants	15 pilot participants
d)	Presentations	Increased awareness of assets/resources	7 presentations to area organizations and gps.
e)	Create wine corridor interview benchmarks	Increase direct tourism expenditures	% increase revenues % increase visitations
f)		Increase new job hires/retention	% increase job creation % increase job hours

Goal 2 – Increase Small Business Outreach Efforts

Strategy 2a - Publish the Monterey County Economic Development Report/Competitive Cluster Status Report;

Measure:

Proj	Activities	Metrics	Expected Outcome
#2 a)	Create & publish report print/electronic version	# reports distributed	25000 copies to busn', public, gov't and indiv's

Strategy 2b -Plan and host the Regional Economic Issues/Trends Forum & Public-Private Partnership Showcase;

Measures:

Proj	Activities	Metrics	Expected Outcome
b1)	Create/produce event	Speakers & panel	Rele./thought provoking
b2)	Market the event	# of attendee # of sponsors	125 attendees # sponsors
b3)	Showcase partnerships	Public-Private Awards	5 winners honored

Strategy 2c -Facilitation of SBA Small Business in Monterey County event and Best Places to Work Program/Luncheon;

Measures:

Proj	Activities	Metrics	Expected Outcome
c1)	Create and produce nominating structure & survey	# surveys submitted	150 surveys
c2)	Create lunch event	# attendees	125 attendees

		# sponsors	5 key sponsorships
c3)	Showcase Sm. Busn.	Best Places to Work	4 Award winners
c4)	Create and produce nominating format	# of nominees	15 nominations submitted
c5)	Showcase Sm Busn.	Awards	5 small busn's honored

Strategy 2d - Mentoring & Small Business Development - promote access to business tools, resources, capital and mentoring opportunities assisting small business success.

Measures:

Proj	Activities	Metrics	Expected Outcome
d1)	Engage organizations	# of organizations	Promote collaboration 2 cross-netwking events
d2)	ID needs/opportunities	Technical Assistance #Bks/lenders providing info. Re: capital prog's.	15 referrals to resources 5 entities participating with collaborative effort

Goal 3 – Expand opportunities in innovation and entrepreneurship technology development and transfer

Strategy 3a – Expand the Idea2Venture Entrepreneurial Training Program.

Measures:

Proj	Activities	Metrics	Expected Outcome
#3a1)	iiED Lessons Learned	Refine and improve	June 2013 engage prog.
a2)	(Startup wkend) Promote Idea 2Venture	# of participants	12 participants
	Create and produce presentation event	# participants # attendees	12 participants 30 attendees, 3 judges

Strategy 3b – Expand Business Innovation efforts

Measures:

Proj	Activities	Metrics	Expected Outcome
b1)	Create iiED Collabor'	Launch event	Event scheduled 2013
b2)	Market iiED event	# of participants	20 participants
b3)	(Proof of Concept) meetings and referrals	# of consultations	4 consultations

Strategy 3 – Expand impact of Entrepreneurship and Proof of Concept Center.

Measure:

Proj	Activities	Metrics	Expected Outcome
c1)	Education / Research / Technology Goals	# of Busn's launched # jobs created Concept taken to next level	1 new business 1 new job created 2 concepts

The 2012-13 Work 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 \$87,210. 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