

**COUNTY OF MONTEREY STANDARD AGREEMENT  
(NOT TO EXCEED \$100,000)**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Monterey County Business Council (MCBC)  
(hereinafter "CONTRACTOR").

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

**1.0 GENERAL DESCRIPTION.**

1.01 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 goods and/or services are generally described as follows:

**Provide** Facilitation and implementation of the Competitive Clusters Project.

**2.0 PAYMENT PROVISIONS.**

2.01 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 is not to exceed the sum of \$ 87,210.00.

**3.0 TERM OF AGREEMENT.**

3.01 The term of this Agreement is from July 1, 2015 to June 30, 2016, 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.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

**4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.**

4.01 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** FY 2015-16 Work Plan

## 5.0 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.
- 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.

## 6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall 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. The County 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.

## 7.0 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.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

## 9.0 INSURANCE REQUIREMENTS.

### 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 the County has approved such insurance. 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, Broad form 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.

*(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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 \$500,000 per occurrence.

*(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

*(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

*(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

#### 9.04 Other 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.

## 10.0 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.

## 11.0 NON-DISCRIMINATION.

11.01 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.

## 12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

12.01 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.

### 13.0 INDEPENDENT CONTRACTOR.

13.01 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.

### 14.0 NOTICES.

14.01 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:
Debby L. Bradshaw, Management Analyst III	 Mary Ann Leffel, President
Name and Title	Name and Title
168 West Alisal Street, Third Floor Salinas, CA 93901	P. O. Box 2746 Monterey, CA 93942-2746
Address	Address
(831) 755-5338	(831) 582-3234
Phone	Phone

### 15.0 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 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.

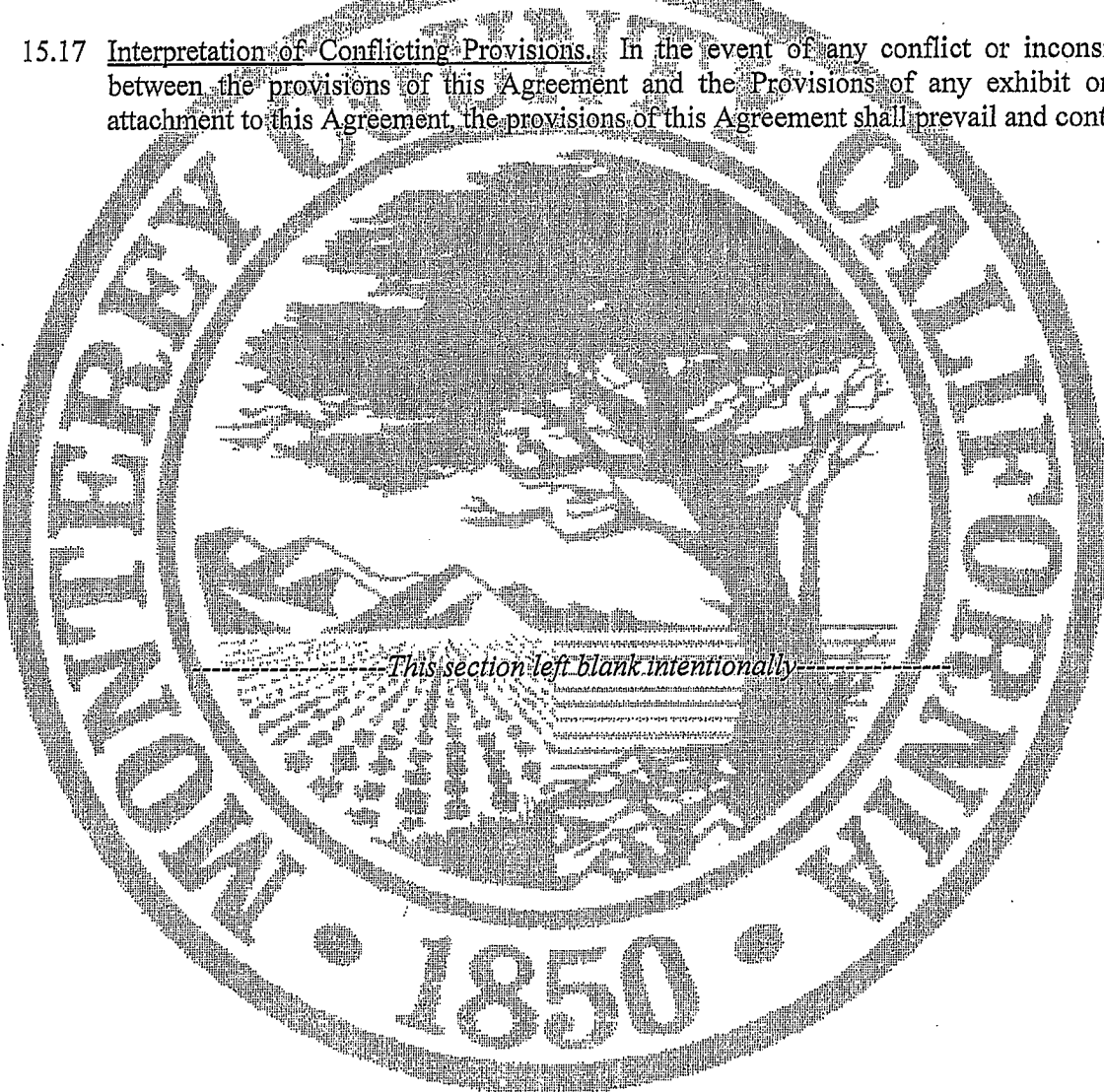
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. 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.



16.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_ Monterey County Business Council  
Contracts/Purchasing Officer Contractor's Business Name\*

Date: \_\_\_\_\_

By: \_\_\_\_\_ By: Mary Ann Kelly  
Department Head (if applicable) (Signature of Chair, President, or Vice-President)\*

Date: \_\_\_\_\_

Approved as to Form \_\_\_\_\_  
Name and Title

By: \_\_\_\_\_ Date: 6-22-15  
County Counsel

Date: \_\_\_\_\_ By: Claude Hoover  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Approved as to Fiscal Provisions<sup>2</sup> \_\_\_\_\_  
Name and Title

By: \_\_\_\_\_ Auditor/Controller

Date: \_\_\_\_\_ Date: 6-22-15

Approved as to Liability Provisions<sup>3</sup> \_\_\_\_\_

By: \_\_\_\_\_ Risk Management

Date: \_\_\_\_\_

\*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.

<sup>1</sup>Approval by County Counsel is required  
<sup>2</sup>Approval by Auditor/Controller is required  
<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 7 or 8

## **EXHIBIT-A**

**Agreement by and between the County of Monterey, through its  
Economic Development Department, hereinafter referred to as "County"  
AND  
Monterey County Business Council, hereinafter referred to as "CONTRACTOR"**

### **Scope of Services / Payment Provisions**

This EXHIBIT A shall be incorporated by reference as part of the Professional Services Agreement dated July 1, 2015, 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:

#### **KEY PROGRAMS/PROJECTS**

##### **1. Monterey Bay Procurement Technical Assistance Center (PTAC)**

- a) MCBC, through the Monterey Bay PTAC, will create 20 new jobs in Monterey County, or will retain 20 jobs in Monterey County between July 1, 2015 and June 30, 2016.
- b) MCBC, through Monterey Bay PTAC, will assist small businesses and local entrepreneurs to secure the award of a minimum of \$250,000 in new government contracts between July 1, 2015 and June 30, 2016.

##### **2. Increase Small and Medium Size Business Outreach Efforts**

MCBC, through various business showcasing events, through support of the Competitive Clusters Program, through work with the Central Coast Marketing Team, the Central Coast Career Readiness Consortium and promotion of the County as "the Language Capital of the World," through support of the Monterey Regional Defense Alliance, through support of the Central Coast Broadband Consortium, and through effective use of its website and social media platforms, will create 10 new jobs in Monterey County, or will retain 10 jobs in Monterey County between July 1, 2015 and June 30, 2016

**B. PAYMENT PROVISIONS: COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS**

**B1. Compensation**

The amount of compensation allocated to CONTRACTOR for Fiscal Year 2015/2016, which is the period July 1, 2015 – June 30, 2016, shall not exceed \$87,210. CONTRACTOR shall submit monthly invoices. Compensation shall be paid to CONTRACTOR in twelve monthly installments in the amount equal to 1/12<sup>th</sup> of the total allocated above. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A.

**B2. Standard Payment Schedule**

The Auditor-Controller shall pay the monthly 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.

**B3. Quarterly Performance Reports**

CONTRACTOR shall produce the following performance quarterly reports in a format provided by County. Each quarterly performance report shall identify the jobs created or maintained specifically, to date, as each report is submitted.

<u>Due Date</u>	<u>Report Period</u>
October 30, 2015	July 1, 2015 – September 30, 2015 ( Q1 report)
January 29, 2016	July 1, 2015 – December 31, 2015 (mid-year report)
April 29, 2016	July 1, 2015- March 31, 2016 (Q3 report)
July 29, 2016	July 1, 2015- June 30, 2016 (Year-end report)

**B4. Annual Work Plan and Budget**

The CONTRACTOR 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, 2016	FY 2016-2017 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. 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, withholding payment, 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 and to the Scope of Work 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 after 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 CONTRACTOR's 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 CONTRACTOR's 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 are 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 CONTRACTOR's Board of Directors.

**B8. Acknowledgement of County Funding**

The County shall be acknowledged for the funding support it provides to CONTRACTOR and for explicit funding support for any project, event or initiative funded by this 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.

**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 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, the 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 these 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, 3<sup>rd</sup> Floor  
Salinas, CA 93901



## **WORKPLAN 2015-2016**

### **MCBC Mission**

**We are an alliance of business, government and non-profit executives and professionals providing collaborative leadership to help people from business, government, education, and the community work together on countywide issues reflecting our organization's strong commitment to the environment, economic vitality, and quality of life.**



## **BACKGROUND AND OVERVIEW**

Founded in 1995, the Monterey County Business Council (MCBC) is a 501(c)(6) corporation primarily comprised of professionals from business, government and education working together on countywide issues. A membership only organization, the MCBC seeks to promote the concept of private-public partnerships by bringing business experience and techniques to the public arena. For over 20 years, the non-profit corporation has promoted this concept by bringing business experience and techniques to the public arena in order to best promote workforce and economic development. As we venture into our third decade of work, the MCBC remains at the forefront of promoting and developing regional assets and collaboration in areas such as workforce, transportation, supply-chain management, and inventory of assets to better help create and retain jobs and businesses in Monterey County. The MCBC serves both business and local government by providing collaborative leadership, promoting sustainability and global competitiveness of existing and emerging businesses, while reflecting our organization's strong commitment to economic vitality, the environment and quality of life.

The MCBC's key objectives remain the following:

- To create greater alignment among the activities of business, government, education, media, health and foundation / community based effort;
- To build coalitions around key community issues and foster increased public-private partnerships;
- To develop strategies and programs that support the development of jobs and business opportunities, workforce training and development;
- To work to improve the business climate to retain and expand existing businesses and the recruitment of new businesses; and
- To work to integrate workforce services with business needs.

The MCBC continues to provide facilitation and implementation of all aspects of the Competitive Clusters (C<sup>2</sup>) Program, including Agriculture, Advancing Manufacturing, Higher Education & Research, Sustainable Building, Small Business Outreach and Entrepreneurship, Technology Development and Transfer, and continues efforts to support the designated five pillars of Monterey County through accelerating regional development of Small and Medium Businesses and the creation and retention of jobs. These efforts are undertaken in collaboration with the Monterey County Economic Opportunity Committee's designated five pillar working groups of Agriculture, Education, Military Support, Research and Tourism.

The MCBC expects continued success in these areas and further growth as it has successfully launched the Monterey Bay Economic Partnership (MBEP) in order to better brand, showcase and promote the Monterey Bay Region as a top tier location for economic

development and investment in order to create new business opportunities and a dynamic job base. The MBEP is structured as an independent 501(c)(3) organization consisting of public, private and civic entities in San Benito, Santa Cruz and Monterey counties, with the mission of creating a thriving region with quality jobs, excellent education, and a high quality of life for all residents. Officially launched in June 2014 with 11 partners, as of April 2015 the MBEP has 20 partners and has elected 14 Directors to its Board, which Board consists of successful educators, public sector staff, and private sector individuals comprised of representatives from San Benito, Santa Cruz and Monterey counties. Although the MCBC was the driving force behind the successful creation and launch of the MBEP, and shares Directors with the MBEP, the MBEP is an independent entity with a separate staff and its own costs distinct from the MCBC. As an MBEP partner, the MCBC will continue to work with the MBEP and help populate its website. Site selectors have told economic developers that they will spend 30 to 60 seconds on a website to pre-screen for a client match. The MBEP's professional website will give MCBC and its partners the capability to prominently showcase Monterey County and its cities and communities as an outstanding place to do business. Our ability to capture who is looking to do business, what they follow on the site, etc., is the key to the success of sustained business in our region.

The Monterey Bay Procurement Technical Assistance Center (PTAC) continues to be one of the MCBC's most successful programs. The purpose of the Monterey Bay PTAC is to generate employment and promote economic development by assisting small businesses in obtaining and performing under federal, state and local government contracts. The Monterey Bay PTAC provides procurement technical assistance to help companies in the selling of their products or services to the appropriate government agency by offering confidential counseling at no cost. The core of the Monterey Bay PTAC's procurement assistance program is counseling and education. The Monterey Bay PTAC is staffed with counselors experienced in government contracting and provides a wide range of services, including classes and seminars, individual counseling and easy access to bid opportunities, contract specifications, procurement histories, and other information necessary to successfully compete for government contracts. Our PTAC counselors have backgrounds in government acquisition and all receive ongoing training to keep pace with continually evolving acquisition procedures and policies.

The Monterey Bay PTAC develops partnerships with government agencies, universities, community colleges, local economic development entities, small business development centers and other business programs or local institutions, providing additional contracting opportunities. The Monterey Bay PTAC will continue to educate area businesses on opportunities for obtaining and performing under federal, state and local contracts by providing workshops and training in collaboration with groups such as the CSUMB SBDC and regional chambers of commerce.

MCBC's success with Work Ready Communities, the Central Coast Broadband Consortium, the Institute for Innovation and Economic Development, the Central Coast Marketing Team, the "Language Capital of the World", California Forward and the California Stewardship Network have all resulted in increased awareness of our County's

incredible resources and have broadened our base of assets, collaborations and successful entrepreneurial endeavors.

## **KEY PROGRAMS/PROJECTS**

### **I. Monterey Bay Procurement Technical Assistance Center (PTAC)**

Monterey Bay PTAC Funding Request:      \$50,000.00

The Monterey Bay PTAC is providing consulting to small and medium business, enabling them to consult with others throughout the U.S. for contracts in all sectors of government – federal, state, and local. Our PTAC is funded, in part, by a \$300,000 contract with the Defense Logistics Agency (DLA) and a match from the MCBC and its partners. Since beginning operations in October 2012, the Monterey Bay PTAC has helped small business clients win over 170 government contracts valued at more than \$120 million, which includes **45 contract awards to 14 Monterey County businesses in the amount of more than \$46 million.** Under SBA Guidelines, a job is considered retained or created for each \$50,000 of investment funds generated through the awarded contracts.

The continued growth of this program is assured with the increased awareness of local businesses for contracting opportunities with state, local and federal governmental agencies.

Monterey Bay PTAC Performance Measures:      20 new jobs created and/or retained. \$250,000.00 in new contracts awarded.

### **II. Increase Small and Medium Size Business Outreach Efforts**

Funding Request:      \$50,000

The MCBC's ongoing approach for existing business in our County is provided through overall economic development activities that include, but are not limited to: showcasing events (Annual MCBC Anniversary Gala; Public-Private Partnership Awards; Economic Forums; Monthly Business Luncheons; etc.) and industry clusters (Higher Ed/Research; Creative; Technology; Ag/Eco-tourism; Advancing Manufacturing; Health/Wellness).

The MCBC will continue to assume the leadership role in the facilitation of the Competitive Clusters (C<sup>2</sup>) Program by providing administrative support, assisting in implementation of the cluster initiatives, convening the Working Group meetings, preparing and mailing agendas, preparing and distributing meeting notes, providing support to the initiative champions and monitoring the progress of the initiatives. The MCBC will also continue to educate and engage the public in such cluster efforts by, among

other things, highlighting the success of cluster initiatives and partners through events such as our annual Higher Education & Research Leadership Summit (Summit) and Annual Economic Vitality Awards. The County of Monterey is recognized as a sponsor on all promotional and program materials for both the Summit and Annual Gala.

For this past year's Summit, the MCBC partnered with the Hospital Council of Northern & Central California and released its Economic Impact Report for Monterey Bay Regional Hospitals along with the Higher Education and Research Cluster's Economic Impact Report. The MCBC will continue to partner with such regional entities to highlight, among other things, the collaborations and career pathways between our institutions of Higher Education & Research with regional businesses.

The Economic Vitality Awards are presented annually by the MCBC, and for its 20th Anniversary Annual Gala in April, the MCBC honored nominees in each key industry cluster that have made significant contributions to the economic vitality, growth and preservation of Monterey County. The 2015 honorees were (i) Creative & Technology - Carmel Valley Art Association; (ii) Health & Wellness – Central Coast V.N.A. and Hospice; (iii) Higher Education & Research – Hartnell College; (iv) Hospitality – The Whole Enchilada; (v) Sustainable Building & Design – RCA Enterprises; (vi) Agriculture – Tanimura & Antle; and (vii) Advancing Manufacturing – The Ginger People.

The MCBC recognizes and celebrates the small business owners who are the backbone of our economy by its annual "Celebration of Small Businesses in Monterey County" held in conjunction with the SBA's Small Business Week. Congressman Sam Farr will give the keynote presentation at this year's event on May 8<sup>th</sup>, while a panel of local lenders will discuss ongoing loan programs for small businesses. The program features the MCBC's designated Small Businesses of the Year from around Monterey County, who are nominated by local lenders. Lenders and financial institutions that serve Monterey County participate by nominating up to three local businesses for which they have provided a small business loan in the past 24 months.

The MCBC will also continue to work with the Central Coast Marketing Team, the Central Coast Career Readiness Consortium, and in promoting the County as the "Language Capital of the World". MCBC secured the trademark registration for "Language Capital of the World", effective on or about September 12, 2014, and City of Monterey Deputy City Manager Dino Pick announced the same at the Summit on October 16, 2014. Local companies and institutions of Higher Education & Research have begun to use the mark on their materials, in presentations, and on their websites to enhance international recognition of the County of Monterey as "Language Capital of the World". The MCBC has worked closely with the City of Monterey and various stakeholders, such as the Wharf Association and Old Monterey Business Association as well as the Defense Language Institute and Naval Postgraduate School, in planning for "The Language Capital of the World © Cultural Festival" to take place the weekend of May 1-3, 2015 in Monterey. This is the first of what will become an annual language and cultural festival that will effectively brand the County as "The Language Capital of the World" and bring further

attention to locally-based international translation and interpretation companies, such as Language Line Services and Medialocate, and their economic impact, along with, among others, the Defense Language Institute, the Naval Postgraduate School, and the internationally renowned translation and interpretation programs offered by the Middlebury Institute of International Studies at Monterey.

The MCBC will continue to advocate for the region's military missions by providing leadership, as well as administrative and logistical support, to the Monterey Regional Defense Alliance, a public-private partnership of elected officials and community leaders, which seeks to prepare the County for the next round of anticipated Base Realignment and Closures (BRAC). The first prong of this effort is underway, which is to gather data gained from strengths, weaknesses, opportunities and threats (SWOT) analysis being conducted by the City of Monterey on the critical value of the region's installations. The MCBC is working with a private partner to then prepare an economic impact of the County's military installations. In addition, the MCBC continues to work with Congressman Sam Farr's staff and regional partners on "Team Monterey". The Monterey Bay area encompasses a wide variety of Department of Defense and National Security organizations (DoD/NS), and in order to gain maximum funding for these organizations and to prepare for the next round of BRAC, Team Monterey has fostered a collaborative team environment between these organizations to identify common areas of interest and capability for partnering. These organizations include: Fleet Numerical Meteorology & Oceanography Center; the Naval Research Laboratory; the Naval Postgraduate School; the Defense Manpower Data Center; the Defense Language Institute; U. S. Coast Guard Monterey; Fort Hunter Liggett; Camp Roberts; and the Defense Personnel Security Research Center. Approximately 10,000 people are employed in the local defense sector, a \$1.4 billion impact on the local economy, which does not take into the account the impact on local businesses, such as barbershops, dry cleaners, and restaurants, by our regional military installations. The closure of one installation could have devastating economic impact, as is made crystal clear by the closure of Fort Ord. MCBC is working with regional partners to prevent such an economic catastrophe. In addition, MCBC has taken the lead in determining the business opportunities and regional assets and capabilities for the Big Data Consortium, which consists of regional educational, research and military institutions working on big data and the potential business opportunities associated therewith.

The MCBC continues to provide both guidance and administrative support to the Central Coast Broadband Consortium (CCBC) while also encouraging endorsement and/or adoption of comprehensive regional broadband policies by elected officials in all jurisdictions of San Benito, Santa Cruz and Monterey Counties. The MCBC is currently organizing a June 2015 meeting of elected officials with Kish Rajan, Director of the Governor's Office of Business and Economic Development (GO-Biz), which is being scheduled to coincide with our next Regional Critical Conversation hosted in collaboration with California Forward and the California Stewardship Network. The MCBC will continue to convene meetings of Internet Service Providers and officials from the California Public Utilities Commission (CPUC) to update them on CCBC progress and potential business opportunities.

Partners in all the aforementioned activities include, but are not limited to, the following: Arts Council of Monterey County; the Association of Monterey Bay Area Governments; the Monterey County Office of Education; Cal State University, Monterey Bay; Monterey Peninsula College; Hartnell College; Middlebury Institute of International Studies at Monterey; the Monterey County Workforce Investment Board; all major departments of the County; Small Business Administration; Small Business Development Corporations; Salinas United Business Association, local chambers of commerce, trade organizations, and all cities of the County. One example of such partnership includes our work with the Arts Council of Monterey, whose Executive Director co-chairs the Creative & Technology Competitive Cluster and provided both the artwork and musicians featured at our 20<sup>th</sup> Anniversary Gala and Annual Economic Vitality Awards. MCBC recognizes the importance of arts and culture to economic development and seeks to incorporate the same into our ongoing work. Indeed, Monterey County is internationally recognized for its artistic and cultural output, festivals and institutions, such as the Monterey Jazz Festival, which also encompasses our growing wine and culinary reputation, making the County a desired tourist destination for reasons other than our stunning natural beauty. The MCBC will continue to participate in trade missions and seek foreign investment, as we have done with the Central Coast Marketing Team and other organizations.

The MCBC is in the process of overhauling and refining its existing Website, in light of experience and knowledge gained from the successful launch of the MBEP Website, and will continue to develop and maintain new social media tools such as Facebook, LinkedIn, Twitter, and other ubiquitous 21<sup>st</sup> century social media platforms in order to increase publicity of its myriad ongoing efforts and increase community awareness and foster increased collaboration with new and existing partners throughout the County.

Performance Measures:        10 new jobs created and/or retained.







POLICY NUMBER: 51 SBA TS9765



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

MONTEREY COUNTY  
ECONOMIC DEVELOPMENT  
168 WEST ALISAL ST  
SALINAS, CA 93901