

EXHIBIT-A

**Agreement by and between the County of Monterey, through its
County Administrative Office hereinafter referred to as “County”
AND
Arts Council for Monterey County (ACMC), hereinafter referred to as
“CONTRACTOR”**

Scope of Services / Payment Provisions

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 1, 2021. 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. SCOPE OF SERVICES

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 ACMC FY2021-22 Exhibit B, attached hereto:

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

1. **Term of Agreement**

The term of the Agreement shall be for one (1) fiscal year, with the option of two (2) extensions for additional periods of one (1) fiscal year, extending the Agreement to June 30, 2024. Such extensions shall be conditioned upon approval by the Board of Supervisors of County of an allocation of funds to CONTRACTOR for the purposes stated in this Agreement. County shall notify CONTRACTOR in writing of the County’s action to extend this Agreement and the dollar amount allocated for the fiscal year, with the corresponding amendment to Section 2.0 of the Agreement, Payment Provisions, to reflect the new dollar amount.

2. **Invoices**

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. 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. **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.

4. **Quarterly Performance Reports**

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).

<u>Due Date</u>	<u>Report Period</u>
October 29, 2021	July 1, 2021 – September 30, 2021 (1 st Qtr. Report)
January 29, 2022	October 1, 2021 – December 31, 2021 (2 nd Qtr. Report)
April 29, 2022	January 1, 2022 – March 31, 2022 (3 rd Qtr. Report)
July 29, 2022	April 1, 2022 – June 30, 2022 (4 th Qtr. Report)
October 29, 2022	July 1, 2022 – September 30, 2022 (1 st Qtr. Report)
January 29, 2023	October 1, 2022 – December 31, 2022 (2 nd Qtr. Report)
April 29, 2023	January 1, 2023 – March 31, 2023 (3 rd Qtr. Report)
July 29, 2023	April 1, 2023 – June 30, 2023 (4 th Qtr. Report)
October 29, 2023	July 1, 2023 – September 30, 2023 (1 st Qtr. Report)
January 29, 2024	October 1, 2023 – December 31, 2023 (2 nd Qtr. Report)
April 29, 2024	January 1, 2024 – March 31, 2024 (3 rd Qtr. Report)
July 29, 2024	April 1, 2024 – June 30, 2024 (4 th Qtr. Report)

5. **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 29, 2022	FY 2022-23 Annual Work Plan and Budget
April 29, 2023	FY 2023-24 Annual Work Plan and Budget

6. **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 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.

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

The Assistant County Administrative Officer or his/her designee may approve modifications to the specific tasks described in the Scope of Work with the concurrence of the County's Budget Committee. Such modifications must be in writing. Any modification to compensation must be approved by the Board of Supervisors.

8. **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 CONTRACTOR'S fiscal year. A copy of that adopted budget will be provided to County with 10 business days after its adoption.

CONTRACTOR shall provide County with a copy of its most recent financial review summary letter from the CONTRACTOR'S CPA and subsequent annual financial reviews 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 each quarterly reporting period of CONTRACTOR'S fiscal year. Such statements shall be provided with the Quarterly Reports based on the schedule detailed in B3. 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.

9. **Acknowledgement of County Funding**

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.

10. **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.

11. 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.

12. 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.

13. Submittal of Communications, Documents, Reports and Other Deliverable

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