

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 (Arts4MC), 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, 2024. 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 APMC FY2024-25 Exhibit B, attached hereto:

B. PAYMENT PROVISIONS:

County shall pay an amount not to exceed \$603,164 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:

There shall be no travel reimbursement allowed during this Agreement.

B.1 COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS

1. **Term of Agreement**

The term of the Agreement shall be for one (1) fiscal year, July1, 2024 – June 30, 2025.

2. **Invoices**

CONTRACTOR shall submit semi-annual invoices. Compensation shall be paid to CONTRACTOR in two semi-annual installments in the amount equal to 1/2 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**

Payment shall be initiated by the County on the first day of the new FY and six months into the new FY. 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. **Semi-annual Performance Reports**

CONTRACTOR shall produce the following semi-annual 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 Development Committee and the Board of Supervisors. Each semi-annual performance report shall identify the achievement, to-date, of the performance criteria specified in the DSA Program Guidelines.

<u>Due Date</u>	<u>Report Period</u>
January 31, 2025	July 1, 2024 – December 31, 2024 (1 st Semi-Annual Report)
July 31, 2025	January 1, 2025 – June 30, 2025 (2 nd Semi-Annual 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 Economic Development Committee and the Board of Supervisors.

<u>Due Date</u>	<u>Report Period</u>
February 1, 2025	FY 2025-26 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 and provide notification to the Economic Development Committee. Such modifications must be in

writing. Any modification to compensation must be reviewed by the Economic Development Committee and 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, and the Economic Development Committee, 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

B.2 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.