

EXHIBIT-A

**To Agreement by and between
CAO -Economic Development, hereinafter referred to as “County”
AND
National Council for Community Development Inc., AKA “National Development
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 Exhibit B:

1. ARPA CEDS Annual Update

a) Project Overview:

i. The CEDS update process spans four phases, each with its own set of deliverables and stakeholder engagement elements. We understand that the County will re-establish an Economic Development Committee to advise on broader economic development issues. This new update will require re-establishment of the previous CEDS Executive Committee – comprising representatives from industry, government, academia, and other key groups from across the Region. There will likely be some overlap between these groups, and both will play a critical role in shaping the CEDS, and the activities described in each of the phases below will provide them with the knowledge, insights, and tools to do so effectively.

b) Phase I: Reporting- The project opens with a focus on updating current economic conditions, identify emerging trends, and forecast growth, which collectively lay the groundwork for subsequent phases. A combination of quantitative and qualitative methods will be employed across three sets of tasks: Data Analysis: (1) industry, labor market, and demographic analyses at regional and sub-regional levels using proprietary and publicly available datasets; (2) economic impact analyses for the region’s four target industries (as well as for each county overall) using IMPLAN input-output models to determine regional output, labor income, and tax revenue. Limited Documentation Review: (3) review of regional planning documents to align the CEDS with existing and proposed policies, programs, and initiatives, (4) mapping of regional infrastructure and economic assets, and (5) inventory of recently completed, in-process, and future capital projects.

- c) Phase 2: Planning- The analysis and assessment conducted in the previous two phases feeds into what is considered the most important part the CEDS process: strategic planning. Over the course of Phase 3, the consultant will convene no more than three (3) Committee sessions to: (1) define regional economic development principles, goals, and objectives, and (2) identify targets and determine action items. In addition, consultant may invite guest presenters (such as specialists on equity and resilience planning) to facilitate planning discussions as well as EDA representatives to provide general guidance.
- d) Phase 3: Production- The production phase of the project is a collaborative and iterative process among the consultant, client, and Committee. The consultant will prepare draft sections of the CEDS update and periodically convene the Committee to review and discuss content. Chapters will be submitted on a schedule to be jointly set by the client and consultant with the expectation of timely written feedback by Committee members.
- e) Phase 4: Rollout- Following the 30-day public review period, the Consultant will revise the CEDS update accordingly and prepare the draft for review by the county’s Board of Supervisors. The consultant will also participate in public presentations as needed to expediently shepherd the CEDS through local review processes before ultimately submitting the draft for a review by the local regional EDA office.

A.2 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Due Date	Report Period
October 30, 2022	June 1, 2022 – September 30, 2022 (SA1 Report)
February 30, 2023	October 1, 2022 – January 30, 2023 (SA2 Final Report)

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$75,000.00 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:

ARPA CEDS annual update project shall not exceed \$75,000.00 for the period June 1, 2022 through January 30, 2023.

1. Term of Agreement

- a. The amount of compensation allocated to CONTRACTOR for eight (8) months is \$75,000. FY 2021-22 which is the period June 7, 2022 – June 30, 2022, shall not exceed \$37,500. FY 2022-23 which is the period July 1, 2022 – January 30, 2023, shall not exceed \$37,500.
2. **Invoices**
 - a. CONTRACTOR shall submit semi-annual invoice. Compensation shall be paid to CONTRACTOR in two (2) installments in the amount equal to 1/2 of the total allocated above, not to exceed \$37,500. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A.
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

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.