

**AMENDMENT #1 TO PROFESSIONAL SERVICES AGREEMENT
COUNTY OF MONTEREY & MONTEREY COUNTY BUSINESS COUNCIL
(MCBC)**

THIS AMENDMENT is made to the AGREEMENT for the American Rescue Plan Act (ARPA) Economic Recovery Countywide Business Retention services by and between **Monterey County Business Council (MCBC)**, hereinafter “CONTRACTOR”, and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as “County”.

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services to the scope of work.

WHEREAS, the additional services include support for broadband initiatives to underserved or underrepresented businesses/communities.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. EXHIBIT A – Scope of Services/Payment Provisions shall be amended by adding the additional services as per EXHIBIT A1 attached hereto.
2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.
3. A copy of the AMENDMENT shall be attached to the original AGREEMENT executed by the County on January 25, 2022.


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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Contracts/Purchasing Officer

By: 

Signature of Chair, President, or
Vice-President

Dated: _____

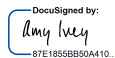
Kimbley Craig, President & CEO

Printed Name and Title

Approved as to Fiscal Provisions:

Dated: 6/28/2024 | 1:09 PM PDT

Deputy Auditor/Controller

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Dated: _____

Amy Ivey, Secretary/Treasurer

Printed Name and Title

Approved as to Liability Provisions:

Risk Management

Dated: 6/28/2024 | 1:12 PM PDT

Dated: _____

Approved as to Form:

Deputy County Counsel

Dated: _____

*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.

EXHIBIT-A1

**Agreement by and between the County of Monterey, through its
Economic Development Department, hereinafter referred to as “County”**

AND

Monterey County Business Council (MCBC), hereinafter referred to as “CONTRACTOR”

Scope of Services

This EXHIBIT A1 shall be incorporated by reference as part of the Professional Services Agreement dated January 1, 2022, for a period of three years. 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. SERVICES TO BE PROVIDED

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, which shall result in creating targeted programming in Monterey County, as part of the business recovery from the COVID-19 pandemic. Special outreach will be made to underserved business owners: BIPOC, LGBTQ+, AAPI, women and Hispanic owners. Services will be delivered, as set forth below:

KEY PROGRAM/PROJECT

1. COVID-19 Related Business Retention Programming

The funding amount for this performance measurement is \$1,000,000/year for three years.

MCBC, will create annual programming throughout Monterey County, in partnership with multiple nonprofit business-focused organizations, to assist businesses in recovering from the COVID-19 pandemic.

- a. PROGRAMMING: A minimum of 15 programs (in-person seminars, classes, or webinars) will be delivered with at least three programs delivered in each of the supervisorial districts. Supervisors will be invited to participate in the programs held in their districts. At least three of these programs will be held in Spanish and other languages will be considered. All programs will be free to local business

participants. Topics for business programming will be determined in collaboration with County staff.

- i. Launch Business Retention Countywide program with bilingual COO and Program Manager in January 2022.
 - ii. Surveys: MCBC will survey businesses for critical needs analysis, focusing on city and county ARPA opportunities that aid with business recovery and education and dissemination of current legislation and changes to loan opportunities for local businesses.
 - iii. Launch www.MontereyCountyBusiness.com Business Hub: This will include the “pillars” of economic development for engagement of businesses in Monterey County: Hospitality, Agriculture, Education, Defense, Small Business and Construction.
 - iv. Engage all 12 cities in Monterey County Business Hub
 - v. Engage underserved areas of Monterey County – to include South County, North County, Salinas Valley and unincorporated areas (on ARPA topics including: business retention and broadband.)
 - vi. Partner with nonprofit business groups in Monterey County
- b. STAFFING: MCBC will absorb all costs associated with producing all programming. Two full-time MCBC employees (COO and Program Manager) and one part-time employee (Administrative Support) will be fully dedicated to promoting and implementing the ARPA Business Retention program.
- c. MARKETING & PARTNERSHIPS: To ensure maximum visibility and participation, a full marketing plan will accompany each program. This includes paid social media schedules, collaboration and partnerships with business organizations, marketing collateral and web presence. MCBC’s CEO and COO will be available at the County’s request to be present for press briefings, and interviews to speak on the partnership between the County of Monterey and the business industry. Additionally, MCBC’s COO will coordinate with regional Chambers of Commerce, business and nonprofit organizations, and local jurisdictions in promoting programming throughout the county. MCBC will be the contract administrators for any subcontracting partners. MCBC will request local elected officials to promote the programming with their social media networks. MCBC will include the County of Monterey logo on all marketing materials.
- d. REPORTING: MCBC will provide quarterly reports to County staff and will be available to present to the Economic Opportunity Committee and Board of Supervisors as requested. MCBC will provide (upon request) contact information for all program participants, to be utilized as a resource for communication and outreach to the business community for the County of Monterey. Upon request, MCBC will provide numbers of registrants and participants for each program.

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

B1. Compensation

The amount of compensation allocated to CONTRACTOR for three calendar years 2021/2022 which is the period January 1, 2022 – December 31, 2022, shall not exceed \$1,000,000. 2022/2023 which is the period January 1, 2023 – December 31, 2023, shall not exceed \$2,000,000, and 2023/24 which is the period January 1, 2024 – December 31, 2024. 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.

B2. Standard Payment Schedule

The Auditor-Controller shall pay the quarterly 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. 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 program activities completed to date, as each report is submitted.

<u>Due Date</u>	<u>Report Period</u>
April 30, 2022	January 1, 2022- March 31, 2022 (3-month report)
July 30, 2022	April 1, 2022- June 30, 2022 (6-month report)
October 30, 2022	July 1, 2022 – September 30, 2022 (9-month report)
January 29, 2023	October 1, 2022 – December 31, 2022 (Year-end report)
April 30, 2023	January 1, 2023- March 31, 2023 (3-month report)
July 30, 2023	April 1, 2023- June 30, 2023 (6-month report)
October 30, 2023	July 1, 2023 – September 30, 2023 (9-month report)
January 29, 2024	October 1, 2023 – December 31, 2023 (Year-end report)
April 30, 2024	January 1, 2024- March 31, 2024 (3-month report)
July 30, 2024	April 1, 2024- June 30, 2024 (6-month report)
October 30, 2024	July 1, 2024 – September 30, 2024 (9-month report)
January 29, 2025	October 1, 2024 – December 31, 2024 (Year-end report)

B4. 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 CAO-IGLA 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 Assistant CAO-IGLA 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 Assistant CAO - IGLA or his designee at the following address:

Attention: Richard Vaughn
County of Monterey
CAO - Economic Development Department
168 West Alisal Street, Third Floor
Salinas, CA 93901



MCBC ARPA PROGRAM PLAN SUMMARY - 2024

WORKSHOPS AND EVENTS

- Plan and deliver at least 15 free, county partnered "Building Business Back" events, (3+ in Spanish)
- Create "Black Business Summit"
- Create event focused on supporting women-owned businesses
- Create economic development summit to present major economic study

WEBSITE HUB

- Maintain and update Website Hub of grants, loans and other business resources

PROGRAMS AND SERVICES

- Continue one-on-one meetings to assist with business retention and expansion efforts, including helping businesses to navigate available resource programs on our website hub
- Hire consultant to conduct for a major economic study to benefit economic development for all cities, unincorporated areas and the County as a whole
- Assist local small businesses in selling to and becoming part of the supply chain for large employers
- Collaborate with Blue Zones Project to deliver workshops and support for Microenterprise Home Kitchen Operations (MEHKO)
- Explore partnering with existing coworking spaces and incubators to expand opportunities for new business startups
- Investigate studies that support growth of existing businesses in Monterey County, which may include a hotel feasibility study for South County

MARKETING

- Promote workshops, website resource hub, and services
- Establish consumer marketing campaign to support local businesses, jobs and tax revenue

DEVELOP PARTNERSHIPS WITH GOVERNMENT AND OTHER LOCAL ASSOCIATIONS

- Coordinate direct business outreach throughout Monterey County, facilitating dialog and stronger relationships
- Maintain at least 4 satellite offices to provide more convenient services to businesses, especially in underserved areas of Monterey County
- Build upon local industry association partnerships for workshops and programming
- Explore options for creating a directory of businesses in the County
- Coordinate "South County Roundtable" with Supervisor Lopez, bringing together City Managers and relevant staff to discuss synergies with economic development efforts and ARPA topic of broadband



SPECIAL FOCUSES

- Engage underserved areas of Monterey County, North County, South County, Big Sur, Carmel Valley
- Focus on LGBTQ+ owned, Minority owned, and women owned businesses
- Focus programs on ARPA issues of business recovery and broadband efforts
- Engage "pillars" of Economic Development: Hospitality, Agriculture, Education, Defense, Construction, and Small Business

REPORTING

- Submit Quarterly Reports to County Economic Development Manager
- Submit Annual Report to County Economic Development Manager
- Conduct financial audit of program income and expenditures