

**PROFESSIONAL SERVICES AGREEMENT**

**This PROFESSIONAL SERVICES AGREEMENT** is entered into by and between the ACTION Council of Monterey County, Inc. (ACMC), a non-profit corporation, and the County of Monterey Health Department (Contractor) for the period upon execution to June 30, 2026.

<b>ACTION Contact</b>	<b>Contractor</b>
<p><b>Andrea Manzo, Executive Director</b>                      ACTION Council of Monterey County                      295 Main Street, Suite 500                      Salinas, CA 93901  <a href="mailto:andreabhc@actioncouncil.org">andreabhc@actioncouncil.org</a>                      Phone: (831) 783-1244                      Fax: (831) 783-1276</p>	<p><b>County of Monterey, for services at County of Monterey Health Department</b>                      Planning, Evaluation, and Policy Unit                      Monterey County Health Department                      1270 Natividad Rd, Salinas, CA 93906  <a href="mailto:larav@co.monterey.ca.us">larav@co.monterey.ca.us</a>                      Phone: (831) 755-4390                      Cell: (831) 320-0458</p>

**I. BACKGROUND**

The County of Monterey Health Department (“CONTRACTOR”, “MCHD”) exists to enhance, protect and improve the health of the people in Monterey County. To accomplish this, MCHD provides services in the areas of public health, environmental health, behavioral health and clinic services.

**II. PURPOSE:** To engage in the rewrite of the Regions Rise Together (RRT) Blueprint and the Community Economic Resilience Fund (CERF)/Uplift Central Coast process.

**III. PERIOD OF PERFORMANCE:** Subject to other Agreement provisions, the period of performance under this Agreement will be upon execution **to June 30, 2026.**

**IV. SCOPE OF WORK**

**A. BACKGROUND**

For more than two years, the Regions Rise Together Collaborative has brought together representatives of over 25 multi-sector organizations of the Central Coast of California, to create an equitable economic development plan, the RRT Salinas Investment Blueprint. The Blueprint development process was further informed by in-depth conversations with community residents to ensure that community voices were more prominently represented in this plan. However, the RRT Blueprint is undergoing a rewrite to ensure more community voices and priorities are included.

**B. GOALS AND OBJECTIVES:**

- a. Goals of the overall Regions Rise Together work
  - 1. To strengthen a multi-sector, community-based collaborative to lead the equitable and inclusive economic development of the Salinas Valley region.

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2. To center community engagement and resident leadership and power-building values and practices in economic development strategy definition and prioritization at all times.
  3. To update the Regions Rise Together (RRT) Salinas Investment Plan Blueprint and its corresponding action/implementation plans and methodologies as living, flexible, data supported roadmaps for guiding transformative, inclusive, and community-led economic development, able to timely respond to fast changing and emerging community conditions and realities.
- b. Objectives
- i. To work closely with strategy-based cohorts of partners who are reviewing the original RRT Investment Blueprint to ensure that residents participate and provide leadership in identifying the set of community-defined initiatives that the RRT Collaborative will launch during or upon the completion of the planning process.
  - ii. To secure the technical assistance necessary to define the data needs of the residents, select equity data indicators and metrics to monitor throughout strategy implementation, and work with collaborative members to select or develop data collection and tracking tools accessible to the community.
  - iii. To identify, work in partnership, synchronize work, and share learnings with other existing efforts in the region to expand the impact of the collaborative and leverage expertise, resources, and strategic connections.

### C. REPORTING

- a. Reporting will be shared by the organization at the RRT Collaborative meetings and meetings with the project manager Monterey Bay Economic Partnership (MBEP) as needed. No written report required.

### V. DESIGNATED CONTRACT MONITOR:

Andrea Manzo  
295 Main Street, Suite #500  
Salinas, CA 93901

### Compensation:

The total amount paid by ACMC to Contractor during the term of this Agreement shall not exceed the sum of **\$33,600**.

### Billing and payment will be as follows:

- Contractor shall provide ACMC with an invoice for the disbursement of funds in advance;
- Contractor shall include in the invoice description the purpose of the funds;
- Contractor shall email the invoice to [finance@actioncouncil.org](mailto:finance@actioncouncil.org); and

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- ACMC shall pay the Contractor invoice within 10 business days of receipt of invoice.

**Please list the following on all invoices:**

**TO: Action Council of Monterey County, Inc.  
295 Main Street, Suite 500  
Salinas, CA 93901**

**Attention: Andrea Manzo**

**FOR: Regions Rise Together Collaborative Blueprint Refresh**

### **Performance Standards**

Contractor warrants that Contractor, and Contractor's agents, employees, and subcontractors performing services pursuant to this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this agreement. Contractor may not subcontract work to be performed under this Agreement without prior approval of ACMC.

Contractor will perform all work in a safe and skillful manner, and in compliance with all applicable laws and regulations.

Contractor will comply with all reporting requirements specified in the grant award related to its subcontracting role for this project.

Contractor warrants that Contractor is, and will act as, an Independent Contractor in the performance of duties pursuant to this Agreement, and that Contractor is not deemed an officer, employee, or agent of ACMC.

Contractor will notify ACMC's Executive Director immediately in the event of any change in Contractor's legal or tax status.

### **Indemnification**

Contractor shall indemnify, defend, and hold harmless ACMC and their officers, agents, and employees from and against the following:

- a. any and all third party claims and liabilities for compensation (together with any expenses related thereto, including but not limited to damages, court costs, and attorney's fees) on account of Contractor's non-payment for any work, services, materials, or supplies furnished or supplied by such third parties to or for Contractor, or Contractor's subcontractors, in connection with performance of the Agreement, and

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- b. any and all claims, liabilities, and losses whatsoever (together with any expenses related thereto, including but not limited to damages, court costs, and attorney's fees) occurring or resulting to any person, firm, or corporation for damage, injury, or death, to the extent that such claims, liabilities, or losses arise out of, are alleged to arise out of, or are connected with the wrongful, willful, or negligent act or omission of the Contractor, its officers, employees, agents, or subcontractors in the performance of this Agreement.

This Agreement shall be governed by, and construed in accordance with, the law of the State of California applicable to agreements made, and to be performed, entirely within California.

### **Intellectual property**

Each party will retain exclusive interest in and ownership of its intellectual property developed under this agreement. Nothing in this agreement will function to transfer any of either party's Intellectual Property rights to the other party.

### **Dispute Resolution**

In the event of a dispute arising under this Agreement which cannot be resolved between the parties without outside professional assistance, APMC and Contractor agree to attempt to resolve the dispute first through mediation, and second through binding arbitration, pursuant to the rules of the American Arbitration Association. In the event of any such dispute, the parties will bear their own costs of representation and will divide the costs associated with mediation or arbitration.

### **Termination**

This Agreement may be terminated by mutual consent of the parties. Either party may terminate the Agreement by giving written notice of termination to the other party at least fifteen (15) calendar days prior to the effective date of termination. In the event of termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

This Agreement shall supersede any prior oral or written understanding or communication between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may be amended or modified by mutual agreement of the parties.

Such amendment or modification shall be reduced to writing, signed by the parties, and attached to the original Agreement.

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**Elsa Mendoza Jimenez, Director of Health Services, County of Monterey**

**Date**

**Approved as to Form**

DocuSigned by:  
**By:** Stacy Saetta  
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6/3/2025 | 5:39 PM PDT

**Date**

**Name:** Stacy Saetta

**Title:** Chief Deputy County Counsel  
**County of Monterey**

**Approved as to Fiscal Provisions**

DocuSigned by:  
**By:** Patricia Ruiz  
E79EF64E57454F6...

6/4/2025 | 7:34 AM PDT

**Date**

**Name:** Patricia Ruiz

**Title:** Auditor Controller Analyst I  
**County of Monterey**



**Andrea Manzo, Executive Director, APMC**

5/21/25

**Date**