

**RENEWAL AND AMENDMENT NO. 2 TO AGREEMENT BY AND  
BETWEEN COUNTY OF MONTEREY & MONTEREY COUNTY BUSINESS  
COUNCIL**

**This Renewal and Amendment No. 2** 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, “County”).

**WHEREAS**, the County and CONTRACTOR executed an AGREEMENT on January 25, 2022; and,

**WHEREAS**, the County and CONTRACTOR executed an AMENDMENT #1 to the AGREEMENT on July 9, 2024, which revised the Agreement to expand program services to include support for broadband; and,

**WHEREAS**, the AGREEMENT expired on December 31, 2024; and,

**WHEREAS**, the parties wish to amend the AGREEMENT to extend the term of the agreement for two additional years (January 1, 2025, through December 31, 2026) for a new term of January 25, 2022, to December 31, 2026, to continue support for broadband and add services to the scope of work; and,

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

1. **Section 3 “TERM OF AGREEMENT” shall be amended by removing the language**, “The term of this Agreement is from January 25, 2022 to December 31, 2024 unless sooner terminated pursuant to the terms of the agreement,” **and replacing it with** “The term of this Agreement is from January 25, 2022 to December 31, 2026, unless sooner terminated pursuant to the terms of the agreement.”
2. **Exhibit A – Scope of Services/Payment Provisions shall be amended by adding the additional services as per Exhibit A2 attached hereto.**
3. 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.
4. A copy of this Amendment and all previous amendments shall be attached to the original Agreement dated January 25, 2022.

IN WITNESS WHEREOF, the parties have executed this RENEWAL AND AMENDMENT No. 2 on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

\_\_\_\_\_  
Contracts/Purchasing Officer

Signed by:  
By:   
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\_\_\_\_\_  
Signature of Chair, President, or Vice-President

Paul Farmer, President and CEO

Dated: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

*Approved as to Fiscal Provisions:*

Dated: 2/14/2025 | 3:57 PM PST

DocuSigned by:  
  
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\_\_\_\_\_  
Deputy Auditor/Controller

DocuSigned by:  
By:   
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\_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

Dated: \_\_\_\_\_

2/20/2025 | 3:03 PM PST

Treasurer

*Approved as to Liability Provisions:*

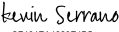
\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Risk Management

Dated: 2/14/2025 | 4:11 PM PST

Dated: \_\_\_\_\_

*Approved as to Form:*

DocuSigned by:  
  
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\_\_\_\_\_  
Deputy County Counsel

Dated: 2/20/2025 | 2:21 PM PST

\*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-A2

To Agreement by and between  
CAO – Economic Development, hereinafter referred to as “County”  
AND  
Monterey County Business 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 ARPA\_Economic\_Recovery\_Exhibit B2, attached hereto:
1. This EXHIBIT A shall be incorporated by reference as part of the Professional Services Agreement dated January 25, 2022, for a period of five 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.
  2. **Services to be Provided**
    - a) 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: Black, Indigenous and People of Color (BIPOC), Lesbian Gay Bisexual Transgender Queer + (LGBTQ+), Asian Americans and Pacific Islanders (AAPI), Women and Hispanic owners. Services will be delivered, as set forth below:
  3. **Key Program/Project**
    - a) **COVID-19 Related Business Retention Programming**
      - i) The funding amount for this performance measurement is \$3,000,000 for five 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.
      - ii) **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.
        - (1) Launch Business Retention Countywide program with bilingual COO and Program Manager in January 2022.
        - (2) 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.

- (3) Launch [www.MontereyCountyBusiness.com](http://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.
  - (4) Engage all 12 cities in Monterey County Business Hub
  - (5) Engage underserved areas of Monterey County – to include South County, North County, Salinas Valley and unincorporated areas
  - (6) Partner with nonprofit business groups in Monterey County
  - (7) Provide broadband support and services
  - (8) Assist with funding the County of Monterey Five (5) Year Comprehensive Economic Development Strategy (CEDS)
- iii) **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.
  - iv) **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.
  - v) **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.

**A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

Due Date	Report Period
April 30, 2022	January 25, 2022 – March 31, 2022 (Q1 report)
July 30, 2022	April 1, 2022 – June 30, 2022 (Q2 report)
October 30, 2022	July 1, 2022 – September 30, 2022 (Q3 report)

January 30, 2023	October 1, 2022 – December 31, 2022 (Year-end report)
April 30, 2023	January 1, 2023 – March 31, 2023 (Q1 report)
July 30, 2023	April 1, 2023 – June 30, 2023 (Q2 report)
October 30, 2023	July 1, 2023 – September 30, 2023 (Q3 report)
January 30, 2024	October 1, 2023 – December 31, 2023 (Year-end report)
April 30, 2024	January 1, 2024 – March 31, 2024 (Q1 report)
July 30, 2024	April 1, 2024 – June 30, 2024 (Q2 report)
October 30, 2024	July 1, 2024 – September 30, 2024 (Q3 report)
January 30, 2025	October 1, 2024 – December 31, 2024 (Year-end report)
April 30, 2025	January 1, 2025 – March 31, 2025 (Q1 report)
July 30, 2025	April 1, 2025 – June 30, 2025 (Q2 report)
October 30, 2025	July 1, 2025 - September 30, 2025 (Q3 report)
January 30, 2026	October 1, 2025 – December 31, 2025 (Year-end report)
April 30, 2026	January 1, 2025 – March 31, 2026 (Q1 report)
July 30, 2026	April 1, 2026 – June 30, 2026 (Q2 report)
October 30, 2026	July 1, 2026 – September 30, 2026 (Q3 report)
January 30, 2027	October 1, 2026 – December 31, 2026 (Complete program report)

All written reports required under this Agreement must be delivered to Richard Vaughn, County’s Economic Development Manager, in accordance with the schedule above.

**B. PAYMENT PROVISIONS**

**B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed \$3,000,000.00 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:

**1. Term of Agreement**

- a. The amount of compensation allocated to CONTRACTOR for five calendar years is \$3,000,000. CY2022 which is the period January 25, 2022 – December 31, 2022; CY2023 which is the period January 1, 2023 – December 31, 2023; CY2024 which is the period January 1, 2024 – December 31, 2024; CY2025 which is the period January 1, 2025 – December 31, 2025; and CY 2026 which is the period January 1, 2026 – December 31, 2026, shall not exceed a total of \$3,000,000.00. Federal guidelines require ARPA funding must be expended by December 31, 2026.

**2. Invoices**

- a. 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, not to exceed \$250,000. 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. **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 Monterey County Economic Development 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 Development Committee (EDC), and/or the Administrative Committee of the EDC 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**

- 1) 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.

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.



# Monterey County Business Council



“Road to Recovery”

ARPA Business Retention Program

2022-2026

Paul J. Farmer, President & CEO - MCBC

# Business Retention Plan – Phase 1

- Launch “Back to Business” Countywide Program with Bilingual Program Manager
  - Fluent in Spanish and English
  - Focus areas of LGBTQ+ owned, minority-owned, women-owned businesses
  - Separate administrative support for program
- Determine critical issues within Monterey County business community
  - Three surveys – needs of the business community – determine relevant issues, concerns, and needs of businesses
  - Both English & Spanish
  - MCBC has 2,400 active business emails from countywide business participation in our free webinar series through 2020
- Launch [www.MontereyCountyBusiness.com](http://www.MontereyCountyBusiness.com) Business Hub
  - Utilize the “pillars” of economic development for engagement of businesses in Monterey County: Hospitality, Agriculture, Education, Defense, and ADD: Small Business, Construction industries
  - Partner with industry associations in each of these categories for classes and programming relevant to the industry (Monterey County Hospitality Assn., Farm Bureau, MCCVB, Builders Exchange, Small Business Development Center, Monterey Bay Defense Alliance, etc.)

# Business Retention Plan – Phase 2

- Engage all 12 cities in Monterey County Business Hub
  - Meet with Economic Development division/City Managers to discuss needs for each city
  - Add contents of cities' economic development plans to hub
  - Add ARPA City programs and link to each
- Engage underserved areas of Monterey County
  - Focus outreach to businesses in unincorporated areas of the county for participation:
    - North County
    - South County
    - Big Sur/Carmel Valley
- Partner with nonprofit business groups in Monterey County
  - Monterey County Business Alliance – Chambers of Commerce, and create dual programming with small business centers (Small Business Development Center, Procurement Technical Assistance Center, El Pajaro CDC)
  - Facilitate relationships between County's new Economic Development Manager and business-based organizations throughout the County
  - Schedule programming and or services to assist small businesses in thriving through pandemic
    - Digital Nest – contract with Digital Nest to have youth provide updated website, social media presence for business owners at no cost through their BizNest program

# Business Retention Plan – Phase 3

- Include cross-promotion with other jurisdictions, county and city social media, business organizations
- Fifteen (15) County-partnered “Road to Recovery” free events (webinars, in-person seminars, classes, lectures, etc.) focused on business retention for Monterey County businesses. (At least three programs will be delivered in each supervisorial district). Supervisors will be invited to participate in the programs held in their respective district.
- Minimum three (3) programs held in Spanish (and other languages to be considered)
- Topics for business programming to be determined in collaboration with County staff.
- Robust marketing plan implemented for promotion of programming
- Quarterly reports to the Board of Supervisors and/or EDC Committee on progress and project successes

# Business Retention Plan – Phase 4

- Coordinate South County Roundtable meetings, bringing together City Managers to collaborate on matters of economic development
- Serve as Executive Director for South Salinas Valley Broadband Authority, including managing all meetings, maintaining website and communicating with stakeholders
- Assist County Economic Development Manager with funding and other needs related to the 5-year update to the County's Comprehensive Economic Development Strategy (CEDS)

# Key Objectives & Critical Success Factors

- Outreach to underserved business owners: BIPOC, LGBTQ+, AAPI, women, and Hispanic owners and connect them to resources to retain and maintain their business
- Connect all 12 cities to County “Back to Business” retention program
- Focus outreach efforts to business owners in underserved areas of Monterey County, including South County, North County, Salinas Valley, and unincorporated areas
- Identify areas of need for business owners – and implement programming to assist them in retaining their business (loan programs, marketing classes, finance/business plan seminars, etc.)
- Results-based programs for businesses to increase new and current businesses
- Five-year plan to be implemented through ARPA timeline

# Recommended 5-Year Plan

- Five-year program (Calendar years 2022 through 2026)
  - MCBC coordinates all City ARPA programs with the County for multiplier effect
  - MCBC is the “ARPA Hub” for all “Back to Business” programs with County of Monterey
  - MCBC administers budget/contracts with other business-based nonprofits to assist with business retention
  - MCBC ARPA budget will cover core resources – recovery plan and programming is flexible enough to shift based on the needs of the business community at that time. MCBC will coordinate with County staff on topics