

Attachment B

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and: Kimley-Horn and Associates, Inc., (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide preparation of an environmental document pursuant to the California Environmental Quality Act (CEQA) to analyze the proposed minor subdivision.

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$73,300.

3. **TERM OF AGREEMENT.** The term of this Agreement is from upon execution to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed

under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

- 5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

- 6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

- 7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

- 8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions

shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss:

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

9. INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M.

Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the

certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR’s Contract Administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Kathy Nielsen, Management Analyst II	Tad Stearn, Consulting Principal
Name and Title	Name and Title
Housing & Community Development 1441 Schilling Place, 2nd Flr, Salinas, CA 93901	Kimley-Horn and Associates, Inc. 24 Bay Avenue, Suite 10, Capitola, CA 95010
Address	Address
(831) 755-4832 194-HCD-Contracts@countyofmonterey.gov	(831) 316-1432 Tad.Stearn@kimley-horn.com
Phone	Phone

16. **MISCELLANEOUS PROVISIONS.**

- 16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or

PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

***** THIS SECTION INTENTIONALLY LEFT BLANK *****

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

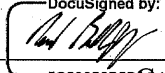
By: N/A
Department Head (if applicable)

Date: _____

By: N/A
Board of Supervisors (if applicable)


Date: _____

Approved as to Form
Office of the County Counsel
Susan K. Blich, Acting County Counsel¹

By: 
County Counsel

Date: 4/15/2024

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

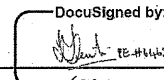
Date: 4/15/2024

Approved as to Liability Provisions
Office of County Counsel-Risk Management³

By: N/A
David Bolton, Risk Manager

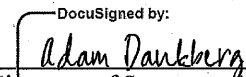
Date: _____

Kimley-Horn and Associates, Inc.
Contractor's Business Name*

By: 
(Signature of Chair, President, or Vice-President)*

Frederik Venter, P.E., Vice President
Name and Title

Date: 4/10/2024

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

Adam Dankberg, P.E., Assistant Secretary
Name and Title

Date: 4/10/2024

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹Approval by County Counsel is required for all Professional Service Agreements over \$100,000

²Approval by Auditor/Controller is required for all Professional Service Agreements

³Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Kimley-Horn and Associates, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff for the performance of work as set forth below:

Task 1: Project Initiation and Meeting

- 1.1 CONTRACTOR shall participate in virtual meetings with County staff to discuss the project.
- 1.2 CONTRACTOR shall coordinate with County staff the acquisition of relevant environmental data, photos, previous studies for the area and other available files, exhibits, maps, and reference documents.

Task 2: Prepare Administrative Draft IS/MND Document

- 2.1 CONTRACTOR shall complete the Initial Study in accordance with California Environmental Quality Act (CEQA) Guidelines Section 15063 and the Initial Study Checklist (Appendix G) in the 2023 CEQA Guidelines and in accordance with County format/procedural requirements as applicable.
- 2.2 CONTRACTOR shall determine the potential for significant environmental effects associated with the proposed project.
- 2.3 CONTRACTOR shall evaluate each of the topics identified on the environmental assessment form contained in the State CEQA Guidelines.
- 2.4 CONTRACTOR shall document the nature and extent of any potential environmental consequences and the need for mitigation as well as address any potential impacts under all environmental issues.
- 2.5 CONTRACTOR shall prepare an administrative draft Initial Study document to include the following sections and analysis.
 - 2.5.1 **Introduction.** This section will explain the purpose and use of the Initial Study, include a determination for the preparation of the appropriate environmental document and will provide a brief summary of the study’s findings.
 - 2.5.2 **Environmental Setting.** The environmental setting will describe existing physical setting and characteristics of the project site, as well as the setting and character of adjacent land uses and the surrounding area.
 - 2.5.3 **Project Description.** The project description will provide a detailed description of the proposed Project based on the application materials provided by the Project Applicant. The description will address all aspects of future (potential) project construction and buildout, operation, phasing, extension of infrastructure and any other component that could affect the physical environment. Any

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

discretionary actions and/or permits needed to implement the project will be identified.

2.5.4 **Environmental Analysis.** This section will provide an expanded discussion of the environmental issues as presented in the Environmental Initial Study checklist. Each checklist question will be presented along with a response. A statement will be provided to clearly support the checklist response to each question. References used as the basis for the analysis also will be listed after each response.

2.6 CONTRACTOR shall include in the initial study and environmental checklist the following environmental issue areas included in the CEQA Guidelines Environmental Checklist.

2.6.1 **Aesthetics.** Visual impacts, aesthetic character, scenic vistas, and potential grading impacts in this location will be reviewed. Of particular importance will be the views of the project from public viewing areas (such as nearby roadways and parks), visual compatibility with surrounding land uses and neighborhoods, and consistency with the zoning district. This section will not review the introduction of proposed lighting due to the lack of specific designs. The analysis will rely upon plan details provided by the project applicant. No visual simulations are proposed.

2.6.2 **Air Quality.** This minor subdivision may result in limited future development on the resulting parcels. A detailed air quality analysis is typically not required for individual homesites. For this Initial Study, we will provide a qualitative evaluation of potential sources of emissions (such as construction vehicles and grading) and cite the County's standard construction-related conditions of approval for reducing temporary construction emissions.

2.6.3 **Agricultural and Forest Resources.** The project site is within County limits in an area addressed by the 2010 Monterey County General Plan, the 2010 Carmel Valley Master Plan, as amended as of February 12, 2013. This project will be reviewed in the context of the General Plan goals for the preservation of agricultural and forest resources. No significant impacts are anticipated.

2.6.4 **Biological Resources.** Using the California Ecological Analytics June 2022 analysis and existing documents and available resources (such as the 2024 California Natural Diversity Database and County records), Kimley-Horn will document existing conditions and incorporate the findings into the Initial Study. Kimley-Horn will provide a peer review of the applicant's biological resources report prior to use in the Initial Study. Consistency with any adopted conservation plan applicable to the project site will also be addressed.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- 2.6.5 Cultural Resources.** The scope of work will consist of review of Phase 1 Inventory of Archaeological Resources for a Portion of 27650 Via Quintana, Carmel Valley, CA 93923 (APN: 185-052-019-000) prepared by Archives & Archaeology, Rubén G. Mendoza, Ph.D., RPA, Project Archaeologist, dated August 2022. All findings will be documented and summarized for the CEQA document. Kimley-Horn will provide a peer review of the applicant's archaeological resources report prior to use in the Initial Study.
- 2.6.6 Energy.** Kimley-Horn will analyze the project's energy implications pursuant to Public Resources Code Section 21100(b)(3), State CEQA Guidelines Appendix F, and the recent State CEQA Guidelines Amendments (i.e., §15162.2(b) and Appendix G.III). These statutes and guidelines require CEQA documents to describe, where relevant, a project's wasteful, inefficient, and unnecessary energy consumption. Due to the nature of the project (i.e., land subdivision), the analysis of energy consumption associated with short-term construction activities, long-term operations, buildings, and transportation-related energy during construction and operations is not possible. No significant impacts are anticipated.
- 2.6.7 Geology and Soils.** This section will be based on the analysis of engineering geologist Craig Harwood, dated July 2022. No significant issues are anticipated. All recommendations will be considered and incorporated as applicable. A detailed review of the project's location relative to local fault systems and geologic hazards will be completed.
- 2.6.8 Greenhouse Gas Emissions.** This minor subdivision may result in limited future development on the resulting parcels. A detailed greenhouse gas analysis is typically not required for individual homesites. For this Initial Study, we will provide a qualitative evaluation of potential sources of emissions (such as construction vehicles and grading) and cite the County's standard construction-related conditions of approval for reducing temporary construction emissions. No modeling is proposed.
- 2.6.9 Hazards and Hazardous Materials.** In the absence of a Phase I Environmental Site Assessment, Kimley-Horn will prepare a Hazardous Materials Memorandum (Memorandum) in support of this section. Kimley-Horn staff will document the existing hazards and hazardous materials conditions at the project site via regulatory database research and site reconnaissance. We will perform a regulatory database search of the Department of Toxic Substances Control Envirostor website (<http://www.envirostor.dtsc.ca.gov/public/>) and the State Water Resources Control Board's (SWRCB) Geotracker website (<http://geotracker.waterboards.ca.gov/>) to identify hazardous material regulated facilities within or proximate to the site. Kimley-Horn will prepare a memorandum that discusses the results of the

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review of the regulatory database search and identifies the potential of environmental conditions within the project site as a result of the reported regulatory properties both on- and off-site, if any. Our staff will perform a site visit that will consist of a visual examination of the project site for visual evidence of potential environmental concerns. No subsurface investigations would occur for this Memorandum. This memorandum will not be prepared in accordance ASTM Standard Practice 1527-13 but will be sufficient for CEQA review purposes. Should the County require additional analysis, we can provide this analysis under a separate scope of work and fee.

2.6.10 Hydrology and Water Quality. The purpose for completing this task is to determine whether the project well has a sustainable long-term groundwater resource to meet the quality and quantity standards of Monterey County General Plan Policy PS-3.1 and PS-3.2 Long-Term Water Supply. Bierman

CONTRACTOR shall provide hydrogeologic consulting services to include the following Phases of work:

Phase I - Hydro Project Management:

CONTRACTOR shall participate in and maintain communications with the County through email, meetings (in-person and virtual), and through responses to comments.

Phase II – Source Capacity and Groundwater Sampling Analysis:

CONTRACTOR shall obtain groundwater samples to determine the source capacity

Phase III – Data Acquiring and Analysis:

- Water demand with treatment and system losses (quantified and tabulated);
- Regional and local hydrologic setting and watershed graphic;
- Regional geology and hydrogeologic setting graphics;
- Hydrometeorological setting (precipitation/evaporation data, and graphs with analysis of future precipitation);
- Surface water resource (soil type, storm water runoff, retention graphics);
- Groundwater resources (aquifer delineation with GW elevations, flow direction, storage, and water quality comparison);
- Aquifer analysis with radius of influence and aquifer storage volume;
- Analysis of offsite impacts and well adequacy for intended use;
- Water balance tables and technical calculations (applied water return flow, with future, drought, 0-net recharge);
- Long-term water supply analysis technical calculations and graphic;

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- Nitrate balance (analysis of nitrate loading from applied water return flow from effluent, landscaping, livestock);
- Analysis of project compliance regarding Sustainable Groundwater Management Act (SGMA)/General Plan PS-3.2.

Phase IV – Comprehensive Hydrogeologic Reporting – Long-Term Water Supply (Q50) Analysis:

- CONTRACTOR shall provide draft documents for the County's review.
- CONTRACTOR shall compile all findings and provide reports as required in this Scope of Work.
- CONTRACTOR shall provide technical review and edits.
- CONTRACTOR shall provide a final report.
- CONTRACTOR assumes that the Project consists of one well serving one single family dwelling with a minor subdivision.

2.6.11 Land Use Planning. This section of the Initial Study will determine if the Project will cause an environmental impact resulting from inconsistency with land use policies, plans or regulations adopted for purposes of environmental protection, including the 2010 Monterey County General Plan, and the Monterey County Zoning Ordinance (Title 21). This section will describe general project compatibility with adjacent development and land uses.

2.6.12 Mineral Resources. Data base resources will be reviewed to ensure that no local mineral resource deposits are present. Based on the project location and developed condition of the surrounding area, no impacts are expected.

2.6.13 Noise. Given the rural nature of the subject property and limited development potential resulting from the minor subdivision, changes in local noise will be addressed qualitatively. We will cite the County's noise regulations and any related regulations of the Carmel Valley Master Plan; however, no significant effects are anticipated from short term construction or long-term operations.

2.6.14 Public Services. This section will involve a careful review of primary service systems – fire protection, police protection, schools, parks, and other public facilities – to determine the potential for impact based on CEQA standards. Kimley-Horn will update information based on research and contact with service providers and determine if the Project would affect performance standards or necessitate the construction of new facilities to service the new population.

2.6.15 Tribal Cultural Resources. Kimley-Horn will initiate a Sacred Lands File Search by the Native American Heritage Commission (NAHC) if one is not included with the archaeological report. Documentation of

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

this process will be provided in a Cultural Resources appendix and summarized in the Initial Study. Formal tribal consultation pursuant to AB 52, however, must be conducted by the County of Monterey.

2.6.16 Wildfire. This section will address potential risks associated with wildfire and emergency response.

2.6.17 Mandatory Findings of Significance. This section of the document will provide a discussion of the project’s impacts, as they relate to the mandatory findings of significance under CEQA. Similar to the discussion in the Environmental Analysis section, a response will be presented for each of the Mandatory Findings of Significance questions, as found in the Initial Study Checklist. Any mitigation measures developed to reduce adverse impacts will also be identified.

CONTRACTOR, following review of the Initial Study, shall incorporate comments, make edits, and re-submit the Initial Study to the County.

Task 3 – Mitigation Monitoring and Reporting Program (MMRP)

- 3.1 CONTRACTOR shall prepare the MMRP for the Project and ensure its compliance with AB 3180 (PRC 21081.6) which requires the monitoring of mitigation measures and reporting on their implementation.
- 3.2 CONTRACTOR shall review mitigation timing with County staff to ensure compliance with local procedures.

Task 4 – Project Management and Meetings

CONTRACTOR, in an effort to guide the CEQA review and project approval process, shall attend two (2) in-person meetings in Salinas, as well as all management tasks associated with document preparation, correspondence, communications, and coordination.

Schedule		
	Task	Weeks
1.	Project Initiation and Meeting	1
2.	Prepare IS and Technical Analyses	8
3.	Deliver Administrative Draft IS/MND	9
4.	Prepare MMRP	Provided with County’s draft IS/MND
5.	Project Management and Meetings	Ongoing through completion

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$73,300 for the performance of the 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:

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Budget Summary		
Task	Hours	Budget
Initiation and Meeting	8	\$1,800
Prepare Admin Draft Initial Study	130	\$29,250
Mitigation Monitoring and Reporting Program	10	\$2,250
Project Management and Meetings	20	\$4,500
Cultural and Biological Resources Peer Review	20	\$4,500
Hydrogeologic Analyses		\$27,500
Admin Projection and Graphics	20	\$2,200
Direct Costs/Expenses		\$1,300
Labor and Expense Total		\$73,300

Task budgets reflect the following average billing rates:

Planning/Environmental/Technical Staff - \$225/hour

Administrative/Support Staff - \$110/hour

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 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@countyofmonterey.gov:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@countyofmonterey.gov:

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The 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.

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