

## **EXHIBIT-A**

**CAO - Intergovernmental and Legislative Affairs, hereinafter referred to as “County”**

**AND**

**LeSar Development Consultants, hereinafter referred to as “CONTRACTOR”**

### **Scope of Services / Payment Provisions**

#### **A) SCOPE OF SERVICES**

1. CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as described in Section 2 – Proposed Scope of Work contained in the CONTRACTOR’s proposal submitted in response to RFP #10650.
2. CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated on Exhibit-A.1, attached.
3. All written reports required under this Agreement must be delivered to Darby Marshall, County’s Contract Manager, in accordance with the schedule shown in the attached Exhibit-A.1.

#### **B) PAYMENT PROVISIONS**

##### **1. COMPENSATION/ PAYMENT**

- i) County shall pay an amount not to exceed \$195,100 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 completion of Phases and deliverables as indicated in Exhibit-A.1, attached.
- ii) CONTRACTOR may request up to \$8,000 for reimbursable expenses including exclusively travel expenses, translation services, printing costs and parking costs. If CONTRACTOR wishes to request reimbursement for an expense not listed, they must obtain written approval from the County’s Contract Manager prior to incurring the cost (email shall be sufficient evidence of County approval). County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy”. A copy of the policy is available online at [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm) To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.
- iii) CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged any other client for the same services performed by the same individuals.

- iv) Retention: County shall withhold ten percent (10%) from each payment until the proposed Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual developed under this Agreement are approved by the Board of Supervisors.
- v) Retention shall be paid within 30-days of the proposed Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual developed under this Agreement being approved by the Board of Supervisors.

2. CONTRACTORS BILLING PROCEDURES

- i) NOTE: Payment may be based upon satisfactory acceptance of each deliverable, as summarized in Table 1:

Table 1

<u>Project Element</u>	<u>Invoice Date</u>	<u>Invoice Amount</u>	<u>Retention</u>
5.0 - Project Initiation	10/1/2018	\$5,520	\$552
5.2 - Review of Existing Ordinance	10/1/2018	\$3,605	\$361
5.3 - Examination of Data	11/1/2018	\$27,545	\$2,755
5.4 - Affordable Housing Nexus Studies	12/1/2018	\$36,855	\$3,686
5.5 - Conclusions & Recommendation	7/1/119	\$41,745	\$4,175
5.6 - Citizen Participation & Outreach	5/1/2019	\$22,060	\$2,206
5.6.2.a - Up to two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further factfinding and outreach	7/1/2019	\$3,660 per meeting	\$366 per meeting
5.6.3 - Housing Advisory Committee meeting at a kick-off	10/1/2018	\$4,560	\$456
5.6.4 - Board of Supervisors meeting as a kick-off	10/1/2018	\$7,920	\$792
5.7 - Board of Supervisors, Planning Commission & Housing Advisory Committee	10/1/2019	\$29,970	\$2,997
Reimbursable Expenses – Billed on the first of month following expenditure		\$8,000	
	Total Not to Exceed	\$195,100	\$19,510

- ii) County and CONTRACTOR must agree in writing that the additional community outreach meetings described in Project element 5.6.2.a are necessary and the objective for each additional community outreach meeting before the meeting is scheduled.
- iii) 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.

- iv) No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.
- v) 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.
- vi) **DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.