

Attachment 4

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**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-16128 between the County of Monterey, a political subdivision of the State of California (“County”) and Kimley-Horn and Associates, Inc. (“CONTRACTOR”), is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-16128 with the County on December 21, 2022 (“Agreement”) to provide planning and environmental analysis services to update the Castroville Community Plan and perform an associated Development Impact Fee Nexus Study (“Project”) through December 31, 2025 for an amount not to exceed \$533,575;

WHEREAS, corrections to the Scope of Work are necessary;

WHEREAS, the Parties wish to further amend the Agreement to correct Exhibit A, Scope of Services, with no change to the term of agreement or increase in the not to exceed amount of \$533,575.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend CONTRACTOR’s name in the first paragraph of Agreement, to read as follows:

Kimley-Horn and Associates, Inc.

2. Amend the first paragraph of Section A.1, “Scope of Services,” to read as follows:

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

3. Amend Section 5.10, “Implementation Plan Update,” Paragraph 5.10.1, to read as follows:

CONTRACTOR shall revise the CCP Implementation Plan to identify the subsequent steps and actions needed to implement financing and individual project processing.

4. Amend Section 5.11, “Design Guidelines and Development Standards,” Paragraph 5.11.1, to read as follows:

CONTRACTOR shall update and simplify as necessary the design guidelines with a focus on Merritt Street.

5. Amend the first sentence of Section B, "Payment Provisions," Paragraph B.1, "Compensation/Payment," to read as follows:

County shall pay an amount not to exceed \$533,575 for the performance of work as set forth in the Scope of Work.

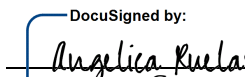
6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____

DocuSigned by:

 4DFC1176E794B1...
 Contracts/Purchasing

Date: 1/13/2023

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By: _____

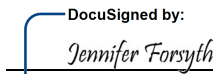
DocuSigned by:

 2EDC94A01B26445...
 Sean M. Collins
 Deputy County Counsel

Date: 1/9/2023

Approved as to Fiscal Provisions

By: _____

DocuSigned by:

 4E7E6578754644E...
 Auditor/Controller

Date: 1/9/2023

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

Leslie J. Girard, County Counsel

By: _____

N/A
 Danielle P. Mancuso
 Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: _____ approved on _____.

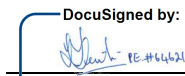
*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code section 313. If CONTRACTOR is a Limited Liability Corporation (LLC),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

CONTRACTOR*

Kimley-Horn and Associates, Inc.

Contractor's Business Name

By: _____

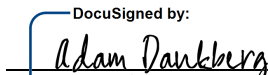
DocuSigned by:

 90A2F972152341...
 (Signature of Chair, President or Vice President)

Frederik Venter, P.E., Vice President

(Print Name and Title)

Date: 1/5/2023

By: _____

DocuSigned by:

 44E63908488486...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Adam Dankberg, P.E., Assistant Secretary

(Print Name and Title)

Date: 1/9/2023

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 ("County") and: Kimley-Horn ("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 planning and environmental analysis services to update the Castroville Community Plan and perform an associated Development Impact Fee Nexus Study.

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 \$533,575.

3. TERM OF AGREEMENT. The term of this Agreement is from December 1, 2022 to December 31, 2025, 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
Exhibit B	Incorporation of Request for Proposals #10824 and Statement of Qualification Documents

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 the 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 thirty (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 thirty (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 the 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 the 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 negligent 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 the 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 Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.
- 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.

☐ Modification (Justification attached; subject to approval).

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

- ☐ Agreement Under \$100,000 Business Automobile Liability Insurance: Covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.
- ☒ Agreement Over \$100,000 Business Automobile Liability Insurance: Covering 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.

☐ Modification (Justification attached; subject to 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 (3) years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

- 9.04 Other Insurance 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 (3) 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 (30) days in advance of each 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR's insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

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 (5) 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 at all times 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 (5) 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 the 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 (3) 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- (3-) 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 (3) 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), or 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 required 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:
Jaime Scott Guthrie, AICP, Sr. Planner	Tad Stearn, Project Manager
Name and Title	Name and Title
Housing & Community Development 1441 Schilling Place, South 2 nd Floor Salinas, CA 93901-4527	Kimley-Horn 824 Bay Avenue, Suite 10 Capitola, CA 95010
Address	Address
(831) 796-6414	(831) 316-1432
GuthrieJS@co.monterey.ca.us	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 the provisions of this Agreement. CONTRACTOR shall not have liability for any delays, expenses, losses, damages or be deemed in breach for liabilities which are caused by any factor outside of its reasonable control, including but not limited to natural disasters, epidemics, pandemics, quarantine restrictions, adverse weather, or acts of the County, third parties, or governmental agencies.
- 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, represents 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: Debra R. Wilson
DocuSigned by: 7B7419672A006C/Purchasing Officer

Date: 12/21/2022

By: _____
 Department Head (if applicable)

Date: _____

Approved as to Form
 Office of the County Counsel
 Leslie J. Girard, County Counsel¹

By: Sean Collins
DocuSigned by: 2EDC94A01B264453 Sean M. Collins

Date: 12/21/2022
 Deputy County Counsel

Approved as to Fiscal Provisions²

By: Jennifer Forsyth
DocuSigned by: 4E7E657875454AA Auditor-Controller

Date: 12/21/2022

Approved as to Liability Provisions
 Office of the County Counsel
 Leslie J. Girard, County Counsel³

By: N/A
 Risk Management

Date: _____

Kimley-Horn and Associates, Inc.

Contractor's Business Name*

By: Frederik Venter, P.E.
DocuSigned by: 9DA2F372152341F... (Signature of Chair, President, or Vice President) *

Frederik Venter, P.E., Vice President

Name and Title

Date: 12/20/2022

By: Adam Dankberg
DocuSigned by: 8A4B85908485466... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Adam Dankberg, P.E., Assistant Secretary

Name and Title

Date: 12/21/2022

County Board of Supervisors' Agreement Number: A-16128

*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 the 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.

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

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

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

Exhibit A

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

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

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:

CONTRACTOR will be the prime consultant and will be responsible for all product deliverables, project management, selected technical analysis, and community engagement. CONTRACTOR's role will be to act as an extension of staff and partner with the County. We will communicate directly and frequently throughout the process with all key staff. This will include in-person meetings and on-going conference calls, some of which will use interactive web-based communication.

TASK 1. Kickoff Meeting, Scope Refinement and Community Tour

- 1.1** CONTRACTOR shall attend a kickoff meeting with County to establish communications, review the scope of work, and identify and gather initial data sources.
- 1.2** CONTRACTOR shall tour Castroville either before or after the kickoff meeting to view opportunity areas and current physical conditions.

TASK 2. Create MS Word Files and Castroville Community Plan (CCP) Update Outline

- 2.1** CONTRACTOR shall scan and edit the body of the CCP to create a working text draft as a baseline for the update.
- 2.2** CONTRACTOR shall prepare an outline for the contents of the updated plan for County review.

TASK 3. Community Engagement and Communication

- 3.1** CONTRACTOR shall implement a focused Community Engagement and Communication effort to provide opportunities for community participation.
- 3.2** CONTRACTOR shall ensure community outreach will emphasize notification and awareness of the project and key milestones, recognizing that the purpose of the Community Plan Update is to remove areas within the coastal zone, “right size” the plan and adjust local impact fees, rather than “revisions” the plan to involve the following:
 - 3.2.1** CONTRACTOR shall prepare public notices of upcoming informational meetings and will coordinate with County staff regarding publication of notices and posting notices locally in

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

prominent locations within the community such as the library and local markets.

- 3.2.2** CONTRACTOR shall coordinate with the Castroville Community Services District (CSD) to place Community Plan update items on CSD meeting agendas.
- 3.2.3** CONTRACTOR shall prepare bi-lingual public communications and information.
- 3.2.4** CONTRACTOR shall hold two (2) public meetings in Castroville during the CCP update to share project information and updates. These meetings may include traditional presentations, interactive workshops, informal open house gatherings, and/or “pop-up” events at community gathering places during community-based events such as festivals, sporting events, or celebrations.

The initial meeting would address the previously adopted plan and the basic framework for the CCP update. The second gathering would communicate the revised/updated CCP. Background materials would be displayed in graphic and user-friendly format that highlights key issues and changes. Additional meetings or gatherings could be added at the County’s request based on community interest.

TASK 4. Technical Assessments and Updates

CONTRACTOR shall research, collect data, conduct inventories, and forecasts needed to establish new baselines and existing conditions to include research and documentation of specific capital improvement projects that have been implemented, related planning and engineering efforts that have been completed, new or different constraints that may not have existed in 2005-2007.

This task will address land use, housing, infrastructure, public facilities, transportation/mobility, and physical environmental conditions. This information will be used for both the CCP update and associated CEQA document. A recommendation for new Community Plan boundaries will be made at this time.

TASK 5. Administrative Draft, Draft and Final Community Plan Update

- 5.1** CONTRACTOR shall synthesize the materials prepared in previous tasks to produce the administrative draft, public review draft, and final versions of the updated Community Plan, along with supporting documents. These documents will rely on the other data developed as part of the CCP and CEQA update process.
- 5.2** CONTRACTOR shall prepare an administrative draft Community Plan for internal review by County staff. Because this is a technical update, we anticipate that each chapter will be organized in a manner similar to the existing plan. Maps, diagrams, charts, and tables will be updated to convey

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

planning concepts. Plan text will emphasize goals, policies, and actions over background information. This update is not envisioned as a comprehensive rewrite of the entire plan, but rather a technical update to simplify the plan, remove coastal areas, address new boundaries, ensure compliance with recently adopted state laws, address changes that have occurred since the adoption of the 2007 plan, and update policies as needed to support affordable housing, transportation and economic feasibility.

5.3 Goal and Policy Update

CONTRACTOR shall provide a review and update of the CCP's goals and policies addressing, development compatibility, circulation, infrastructure and public services, and economic development. Goals and policies that are no longer applicable will be removed. Other goals and policies are anticipated to remain applicable or will be updated and refined based on the community engagement process.

5.4 Land Use Plan and Mapping

5.4.1 CONTRACTOR shall confirm with County staff if the remaining land uses continue to support the overall vision of the CCP as adopted. All base maps and graphics of the plan will be updated to reflect new CCP boundaries and current land use conditions.

5.4.2 CONTRACTOR shall prepare maps and graphics that visually convey important information and planning concepts.

5.5 Circulation Plan Update

CONTRACTOR shall work with the County to develop circulation plan goals, objectives and policies to be developed to meet the expectations of the Castroville Community and allow for the County to produce grant applications to be supported by the Community Plan.

Specific policy updates to be undertaken as part of this effort include:

5.5.1. Complete Streets: Future funding grants will be highly dependent on the Community Plan's ability to address Complete Streets as required by law. This section will prepare a high-level Complete Street element for the Castroville community.

5.5.2. Bicycle and Pedestrian Facilities: This section will address the need for bicycle and pedestrian infrastructure improvements.

5.5.3. Traffic Safety: This section will compile a high-level Visio Zero document, establishing goals for improving safety in the community. Traffic safety data for Castroville will be collated and mapped. Accidents will be sorted by severity for a five- (5-) year period.

5.6 Establish Baseline Conditions

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

5.6.1 AMBAG Model: CONTRACTOR shall use the regional Traffic Demand Model maintained by the Association of Monterey Bay Area Governments (AMBAG) model (2015 base year with 2018 update) for traffic modeling purposes. Future conditions land uses are not anticipated to change significantly from what is currently in the model. CONTRACTOR shall verify the land uses by Traffic Analysis Zones (TAZ) for future conditions. The model will be used to develop future traffic volumes and determine what improvements identified in the current SP will still be required for the reduced land uses.

CONTRACTOR, for future conditions, shall analyze the traffic impacts for one reduced land use alternative. The spatial allocation of growth including specific land use types will be developed in cooperation with the team. The land use information provided by the County will be the basis for updating the TAZ included within the most recent version of the AMBAG Travel Demand Model (AMBAG TDM) that will subsequently be used to develop traffic forecasts and vehicles miles traveled (VMT) estimates for the Monterey Bay Air Resources District. The future volumes will then only be analyzed at the impacted intersections.

5.6.2 Data Collection: CONTRACTOR shall prepare an analysis of the existing Castroville transportation network and travel patterns, including traffic counts at the previously “impacted” intersections. Level of Service (LOS) will only be conducted at these intersections to determine if improvements or lesser improvements are still required. These improvements also will be included in the potential Tax Increment Financing (TIF) review. Big data will be used to assist in this task. Traffic counts from other completed traffic studies also will be utilized for this effort.

5.6.3 Existing Operating Conditions and LOS: CONTRACTOR shall determine existing conditions LOS at up to ten (10) intersections and ten (10) street segments. The segments and intersections will be collected in collaboration with County staff.

5.6.4 Safety: CONTRACTOR shall obtain existing safety data to be added to baseline conditions. This does not include any analysis of detailed accidents, but will assess damage only, injury and fatal accidents. A heat map will be prepared as part of this qualitative assessment, to be included in the results in the Circulation Plan section of the Community Plan. This section will enhance the County’s success with future HSIP funding grant applications.

5.6.5 Bicycle and Pedestrian Facilities:

5.6.5.1 CONTRACTOR shall update the existing and proposed bikeways network. This task will entail the development of feasible pedestrian and bicycle facilities to connect origins and destinations in

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

the community, specifically focusing on schools, community facilities, and places of employment. Facilities will be identified on both sides of SR 156. The objective will be to close pedestrian facility gaps. Bicycle facilities will include Class 1, 2, 3 and 4 facilities. McDougall Street as a parallel facility to SR 183 will be defined as a primary bicycle corridor, connecting to the library. In the Castroville industrial area Ocean Mist Parkway, Castro Street, Geill Street, and Wood Street will be identified for bicycle facilities. Commercial Parkway, Del Monte, Blackie Road bicycle routes also will be identified. Connections from side and parallel streets back to SR 183 also will be identified. The new Hartnell College satellite facility will also be studied for bicycle and pedestrian connectivity.

5.6.5.2 CONTRACTOR shall review the TAMC's SRTS project data for inclusion and will tier off the TAMC pedestrian and bicycle plan to further enhance the bicycle and pedestrian connectivity.

5.6.5.3 CONTRACTOR shall prepare an inventory of existing pedestrian facilities including sidewalks, crosswalks, and multi-use trails within the community area and adjacent connection points. Available pedestrian count data will be extracted from Big Data, where available, to identify locations with the most intense pedestrian traffic.

5.6.5.4 CONTRACTOR shall prepare maps with aerial photo layouts will be prepared to illustrate the bicycle and pedestrian connectivity. Cross sections will accompany the layouts. High level cost estimates will be prepared for inclusion in the TIF and/or future grant funding applications and will include soft and construction costs.

5.6.6 Proposed Roadway Improvements

CONTRACTOR shall coordinate with the County and TAMC to identify new roadway improvements that have been identified since the previous plan was adopted.

5.6.6.1 Highway 156 Improvements: This project will construct a new interchange at SR 156 and Castroville Boulevard just east of the current Castroville Boulevard signalized intersection and realign Castroville Boulevard. The project will meet critical safety needs and reduce traffic by removing the at-grade signalized intersection. In addition, the Blackie Road extension will provide a safer means for truck traffic from the Castroville distribution center to directly access State Route 156, by removing the need to travel on SR 183 through town.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

5.6.6.2 State Route 183 Castroville Improvement Project: The State Route 183 Castroville Improvement Project seeks to make improvements along the route which serves as the Main Street of Castroville. The project's goal is to make improvements to the roadway, and safety improvements for pedestrians, bicyclists, and transit.

5.6.6.3 State Route 156 / Blackie Road Improvements: This project will construct a new road connecting Blackie Road with Castroville Boulevard at the new State Route 156 interchange (Project B above). This road will provide a new connection from the major distribution center in south Castroville to State Route 156, reducing truck traffic, improving traffic flow and pedestrian safety on Merritt Street through Castroville.

5.6.6.4 Highway 1 Traffic Relief – Rail: The rail station in Castroville will be included in long-term planning. The option for a rail connection to Monterey will be retained for the long-term vision to move away from standard operating vehicle travel in Castroville.

5.6.7 Future Conditions

5.6.7.1 Complete Street Roadway Classification: CONTRACTOR shall make recommendations regarding street cross sections and converting existing roadways to Complete Streets. The classification would be completed by street function and by the land use specifics and areas it serves, i.e., commercial, downtown industrial, residential neighborhood, etc.

CONTRACTOR will review the current roadway classification system and make recommendations for potential changes to the classifications to meet Caltrans requirements for grants for Complete Streets. CONTRACTOR will develop a Complete Street section for the Circulation Element of the Community Plan per State requirements. The section will cover multimodal transportation planning for:

- Bicycle
- Pedestrians
- Transit
- Trucks
- Cars
- School Children
- Safety

5.6.7.2 Roadway Classification and Truck Routes: CONTRACTOR shall review the future roadway classification system and make recommendations for classification changes to meet Caltrans requirements for truck routing. GIS mapping will illustrate the classification system. Truck routing also will be addressed, including signage and access and the extension of Blackie Road to the new Castroville interchange with SR 156.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

5.6.7.3 Bicycle and Pedestrian: CONTRACTOR shall identify future condition gaps in the County Bicycle and Pedestrian Map, and based on traffic growth, opportunities will be identified for improved bicycle and pedestrian facilities. The County Bicycle and Pedestrian Plan map for the Castroville community will be updated indicating the class and alignment on the County street network.

5.6.8 Transportation/Circulation Section

CONTRACTOR shall create a standalone transportation report summarizing the results of the analysis completed for Existing conditions, Future conditions, and Future conditions with preferred land use alternative. This report will form the basis of the CCP's updated Circulation Plan.

5.6.9 Castroville Traffic Impact Fee Review

This task is included based on consultation with Public Works staff in August 2022.

5.6.9.1 Project Information, Data Collection and Data Review:

CONTRACTOR shall review the current fee program in Appendix E of the CCP. The County will provide the latest, indexed costs, as well as the status of all fees collected and how the fees are allocated to each Capital Improvement Project. A kick-off call will be conducted to confirm all available material and information for the study.

CONTRACTOR shall review the current fee program methodology and underlying supporting traffic analysis as well as the identified existing and future network deficiencies and their accompanying recommended improvement projects. We will endeavor to consider the following measures to modify the existing fee structure to better meet the community vision and needs. Note that as part of this evaluation one or more of these measures may be considered in combination.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- 5.6.9.1.1 Restructuring of the existing traffic fee program (reduction of the scope, changes to format, alternative programs such as VMT Banking, etc.)
- 5.6.9.1.2 Population/employment forecast and planning horizon years updates
- 5.6.9.1.3 Value Engineering and or project alternatives to existing improvement projects
- 5.6.9.1.4 Eliminating or altering select CIP projects that are underfunded
- 5.6.9.1.5 Consideration of new non-fee funding sources (Grants)
- 5.6.9.1.6 Evaluation of existing deficiency thresholds and/or the basis of the deficiency assessment (Changes to LOS criteria)

CONTRACTOR shall identify necessary updates to meet the new requirements of AB 602.

5.6.9.2 Project Meetings:

- CONTRACTOR will attend one (1) initial virtual meeting with the County to review the scope of services, project details and schedule.
- CONTRACTOR will attend up to two (2) additional virtual meetings with the County to discuss the review and proposed updates.
- CONTRACTOR will attend up to two (2) Planning Commission or Board meetings.

5.6.9.3 Draft and Final Fee Review Memo:

- CONTRACTOR shall prepare and submit an electronic (PDF) version of the draft analysis memo to the County to include one (1) set of consolidated, non-conflicting comments from the County on the draft memo.

If the comments require additional analysis or data collection beyond that provided in this Agreement, such work shall be considered an additional service.

- CONTRACTOR, based upon comments received on the draft traffic analysis memo, shall revise the memo into final form and provide it to the County in electronic (PDF) format.

5.7 Infrastructure and Public Services Plan Update

CONTRACTOR shall review previous infrastructure studies, recommendations for improvements, and cost estimates (Schaaf &Wheeler,

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

2005). Based on the adjustments to the land plan, this section will adjust assumptions and design standards for water demand, water storage needs, status of the Castroville Seawater Intrusion Project and Salinas Valley Reclamation Project (CSIP/SVRP), water distribution systems, sewer service upgrades, flood control and drainage improvements and public/government services. This portion of the update will determine if the scope of improvements identified in the existing plan are still necessary to support the development and buildout assumptions within the updated plan, such as extension of services to Opportunity Areas within the Coastal Zone will no longer be necessary, and the cost of those improvements will no longer factor into the local fee program. This review will include an updated projection of community water demand in the context of the County's groundwater management efforts.

5.8 Resource Protection Plan Update

CONTRACTOR shall review existing conditions regarding Tembladero Slough, tree preservation, flood control, and open space opportunities interfacing with the updated plan boundaries, if necessary. This review will be qualitative and assumes that no major changes to existing environmental conditions have occurred.

5.9 Economic Development Strategy

CONTRACTOR shall update the existing CCP's economic development strategies as the current Plan relies on increasing the supply industrial land (and associated jobs), correcting transportation deficiencies, increasing housing stock, and implementing measures to make the downtown area more attractive to business. Several of these strategies should remain; however, as the new industrial areas will no longer be part of the Plan, the update will focus on the removal of these components. This information will be informed by the market assessment data provided by EPS, which will focus on the viability of small scale commercial and mixed-use development.

5.10 Implementation Plan Update

5.10.1 CONTRACTOR shall revise the CCP to identify the subsequent steps and actions needed to make the Plan a reality through financing and individual project processing.

5.10.2 CONTRACTOR shall simplify and shorten the implementation plan to reflect the more modest land use plan.

5.11 Design Guidelines and Development Standards

5.11.1 CONTRACTOR shall update as necessary the design guidelines with a focus on Merritt Street.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

5.11.2 CONTRACTOR shall, based upon the mix of land uses and densities of the updated plan, update this information accordingly with an emphasis on Mixed Use standards.

TASK 6. Administrative Draft, Draft and Final Development Impact Fee

Nexus Study

CONTRACTOR shall prepare the Nexus Study, which will include transportation planning, civil engineering, and cost estimating technical support, in coordination with County staff.

6.1 Nexus Fee Initiation and Data Review

CONTRACTOR shall meet with County staff to finalize the scope of services, deliverables, and project schedule as well as to confirm key information sources and data.

Discussion of key policy decisions governing the Area DIF, including the specific land use categories subject to the fee, timing assumptions, credits for demolished space, cost escalation factors, and other matters shall occur.

6.2 Nexus Analysis and Fee Calculations

6.2.1 CONTRACTOR shall develop technical assumptions and calculations that underpin the nexus analysis and establish area fees by land use category consistent with the Mitigation Fee Act. CONTRACTOR assumes that the fee program will cover transportation, open space, and wet utilities infrastructure. Study of additional infrastructure elements may require additional time and budget. The following methodology will be used to develop Area DIF calculations:

- Confirm Development Assumptions
- Confirm infrastructure improvements and costs
- Allocate infrastructure costs between new and existing development
- Allocate infrastructure costs to Castroville planning area
- Allocate infrastructure by land use category
- Incorporate administrative fee component

6.2.2 CONTRACTOR shall, based on above methodology and approach, prepare draft fee calculations and nexus logic for County review and feedback. CONTRACTOR will revise the draft study outputs incorporating comments received, as necessary, and prepare final Castroville Area DIF calculations.

6.3 Reports, Meetings, Presentations

CONTRACTOR shall prepare a Nexus Study for review and comment by County staff. The study will document the proposed fees for each land use and the necessary supporting analysis and findings. It also will contain the mandatory nexus findings that describe the purpose of the fee, the use of the

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

fee, and the relation between the amount of the fee and the land uses from which the fee will be collected.

It is expected that the Nexus Study process will include two drafts (an Administrative and a Public Review Draft). CONTRACTOR shall accept one round of consolidated comments on each draft. After approval by the County Board of Supervisors, and incorporating any additional direction, CONTRACTOR will finalize the Nexus Study.

6.4 Market Assessment/Economic Development Forecast

CONTRACTOR shall document and report on trends in population, employment, and real estate factors (including new mixed-use development in the local and regional market), lease rates, vacancy rates, and other relevant market data for each major land use category considered by the Community Plan. The market assessment will focus on mixed-use development and ground floor retail as that use is central to the Merritt Street opportunity area.

TASK 7. CEQA Compliance

- 7.1 CONTRACTOR shall prepare an Addendum to the previously certified EIR (SCH #2005061132), which is the most appropriate approach to CEQA compliance. An Addendum, instead of a Supplemental or Subsequent EIR, is advisable as the project is expected to have similar or fewer environmental impacts compared to the prior development assumptions for the Community Plan area.
- 7.2 CONTRACTOR shall review all adopted mitigation strategies, removing those that are no longer applicable to the project, such as coastal resource protection measures and policies.
- 7.3 CONTRACTOR shall prepare a draft Addendum document for County staff review and will incorporate comments/revisions to prepare a final draft. As established by CEQA, an EIR Addendum does not require public review. However, the document would need to be considered in conjunction with the previously certified Final EIR prior to project approval/adoption.

TASK 8. Project Management, Meetings and Administration

CONTRACTOR shall perform management tasks to include activities such as project accounting, ongoing coordination and scheduling of meetings, preparation of meeting notes, coordination of subconsultants, and preparation of status reports and invoices. During high-activity tasks that require consistent coordination, conference calls every other week are recommended. CONTRACTOR proposes the following initial meetings:

- Kickoff and Scope Refinement (1)
- Regular County Staff Coordination Meetings (24)
- CAC/Community Outreach Meetings (2)

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- Property Owner/Stakeholder Meetings (1)
- Outside Agency Coordination Meetings (2)
- Planning Commission Meetings (2)
- Board of Supervisors Hearings (2)

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$533,575 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:

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Preliminary Budget Estimate

TASK	KH STAFF HOURS	TASK BUDGET
Kickoff, Scope Refinement, Community Tour	40	\$9,000
Create MS Word Files and CCP Outline	40	\$9,000
Community Engagement and Communication	120	\$27,000
Technical Assessments and Updates	100	\$22,500
Castroville Community Plan Update	558	\$125,550
CCP Goal and Policy Update	24	\$5,400
Land Use Plan and Mapping	100	\$22,500
Infrastructure and Public Services Plan Update	180	\$40,500
Resource Protection Plan Update	24	\$5,400
Economic Development Strategy	30	\$6,750
Implementation Plan Update	50	\$11,250
Design Guidelines and Development Standards	50	\$11,250
Produce Screencheck Draft and Final Draft CCP	100	\$22,500
Circulation Plan Update (subtask of Community Plan)	437	\$147,875
Circulation Goals and Policies	12	\$3,480
Baseline Conditions	65	\$18,850
Identify Proposed Improvements	15	\$4,350
Future Conditions	250	\$72,500
Circulation Plan Update (Draft and Final)	50	\$14,500
Circulation-Related Meetings/Mgmt	45	\$13,050
Castroville Traffic Impact Fee Review	n/a	\$21,145
Development Impact Fee Nexus Study	N/A	\$64,900
Project Initiation/Data Collection and Review		
Nexus Analysis and Fee Calculations		
Reports, Meetings and Presentations		
Market Assessment		
EIR Addendum	325	\$73,125
Addendum Preparation and Revision	285	
Qualitative Comparative Assessment of Technical Studies	40	
Project Management, Meetings and Administration	145	\$32,625
Direct Costs (travel, printing, traffic counts, Big Data)	N/A	\$22,000
TOTAL		\$533,575

Budget Notes:

- Task budget estimates are based on averaged billing rates from Rate Schedule of \$225/hour for Planning staff and \$290/hour for Engineering staff assigned in the proposal.
- We recommend adding a 10% contingency to final negotiated budget.

Hourly Rate Schedule December 1, 2022 through December 31, 2025

Classification	Rate Range
Analyst	\$155-\$210
Professional	\$215-\$265
Senior Professional I	\$244-\$345
Senior Professional II	\$330-\$365
Senior Technical Support	\$155-\$235
Technical Support	\$120-\$175
Support Staff	\$115-\$145

- Internal Reimbursable Expenses will be charged at 5% of Labor Billings
- External Reimbursable Expenses will be charged at 15% mark-up, or per the PSA
- Sub-Consultants will be billed per the PSA

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

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@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 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@co.monterey.ca.us:

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.

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.

Exhibit B

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EXHIBIT B – INCORPORATION OF REQUEST FOR PROPOSALS (RFP) #10824 AND STATEMENT OF QUALIFICATION DOCUMENTS

The County invited submittals to Request for Proposals (RFP) through RFP #10824, Castroville Community Plan Update and Development Impact Fee Nexus Study, in the County of Monterey, California. Kimley-Horn submitted a responsive and responsible Statement of Proposal to perform the services listed in RFP #10824.

RFP #10824 and the Statement of Qualifications submitted by Kimley-Horn on file with the Housing and Community Development Department are hereby incorporated into the Agreement by this reference.

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Monterey County Board of Supervisors

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-16128

REF220010/PROFESSIONAL SERVICES AGREEMENT FOR CASTROVILLE COMMUNITY PLAN UPDATE AND IMPACT FEE NEXUS STUDY

- a. Approve a Professional Services Agreement with Kimley-Horn, to provide services to update the Castroville Community Plan, execute an Impact Fees Nexus Study, and prepare an environmental study for the not to exceed amount of \$533,575 and for a term December 15, 2022 to December 31, 2025; and
- b. Authorize the Contracts/Purchasing Officer of Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount by more than ten percent (10%), subject to review and approval by County Counsel.

PASSED AND ADOPTED on this 13th day of December 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting December 13, 2022.

Dated: December 15, 2022

File ID: A 22-622

Agenda Item No.: 43

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Emmanuel H. Santos, Deputy