Docusign Envelope ID: 2FD72CDA-A5E5-8D6F-812E-7D3DAC1D3427

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
M. ARTHUR GENSLER JR. & ASSOCIATES, INC.

THIS AMENDMENT NO. 2 is made to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California, (hereinafter, "County") and M. Arthur Gensler Jr. & Associates, Inc. hereinafter "CONTRACTOR" and 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, County entered into a Professional Services Agreement ("Agreement") with CONTRACTOR on September 27, 2024**,** for facilities master planning services with a focus on five key County campuses with a term of September 17, 2024 through September 16, 2027 and a "not to exceed" amount of $525,026; and

WHEREAS, the Parties amended the Agreement on May 27, 2025 to add Phase II additional services and increase the Not to Exceed Amount by $105,545; and

WHEREAS, the Parties wish to amend the Agreement to include additional facilities master planning services; and

WHEREAS, additional funding is necessary to allow CONTRACTOR to continue to provide services under this Agreement; and

WHEREAS, the Parties wish to amend the Agreement to add services identified as Exhibit D – FMP Revisions and Update, and increase the Not to Exceed Amount by $10,000 to allow services to continue under this Agreement and as amended by this Amendment No. 2.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows, effective upon the date of final execution of this Amendment No. 2 which is the last date opposite the respective signatures below:

1. Replace Section 1.0 "SERVICES TO BE PROVIDED" in its entirety with the following:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-2, Exhibit B, Exhibit C and Exhibit D in conformity with the terms of this Agreement. The services are generally described as follows: Prepare a Facilities Master Plan for the County of Monterey, including a majority of County locations as described in Exhibits B and C.

2. Replace Section 2.0 "PAYMENTS BY COUNTY" in its entirety with the following:

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County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-2, subject to the limitations set forth in the Agreement. The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of $640,571.

3. Section 4.0 "ADDITIONAL PROVISIONS/EXHIBITS" is amended to replace "Exhibit A-1" with "Exhibit A-2", and to add "Exhibit D – FMP Updates and Additional Workshops".

   In all places within the Agreement, any reference to "Exhibit A-1, Scope of Services/Payment Provisions" or "Exhibit A-1" is hereby replaced with "Exhibit A-2".

4. Amend Section 9.03, "Auto Liability Coverage" to read as follows:

   Auto Liability Coverage: must include motor vehicles, including scheduled, 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.)*

5. Amend Section 9.03, "Workers' Compensation Insurance'" to read as follows:

   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.)*

6. Amend Section 9.04, "Additional Insured Status" to read as follows:

   The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

   The County of Monterey, its officers, officials, employees, agents, 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

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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).

7. Amend Section 9.04, "Primary Coverage" to read as follows:

   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, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, 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.

8. Amend Section 9.04, to add "Workers' Compensation Insurance Waiver of Subrogation" to read as follows:

   The Workers' Compensation Insurance policy required hereunder shall be endorsed to state that the Workers' Compensation Insurance carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

   Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 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.

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9. Amend Section 10. Records and Confidentiality to add paragraph 10.06 Format of Deliverables as follows:

   For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

10. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

11. A copy of Amendment No. 2 shall be attached to the original AGREEMENT executed by the County on September 27, 2024.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By::

Department Head (if applicable)

Date:

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

Signed by:
By: Michael Whilden
0F98C5BE9B6F476...
Michael Whilden
Deputy County Counsel

Date: 6/25/2026 | 1:50 PM PDT

Approved as to Fiscal Provisions[2]

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...

Name: Patricia Ruiz

Title: Auditor Controller Analyst I (Auditor/Controller)

Date: 6/25/2026 | 3:35 PM PDT

Reviewed as to Liability Provisions[3]
Office of the County Counsel-Risk Management
By:

David Bolton, Risk Manager

Date:

CONTRACTOR

M. Arthur Gensler Jr. & Associates, Inc.

Contractor/Business Name*

By:
Elizabeth Brink, Co-CEO

(Signature of Chair, President, or Vice-President)

Date: June 3, 2026

By:
Greg Richart, CFO

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer)

Date: June 3, 2026

*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 (California Corporations Code §313). If CONTRACTOR is a Limited Liability Company (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, Code, §17703.01, subds. (a) and (d)). 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 on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.
[2]Approval by Auditor-Controller is required.
[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
M. Arthur Gensler Jr. & Associates, Inc. , hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1) Project Understanding

County is looking to develop a Facilities Master Plan ("FMP") that will provide a roadmap for strategic objectives, service delivery, and utilization of real estate and facility assets over the short and long term. The FMP will help guide the effective use of the current real estate portfolio as well as plan for the development of future facilities and identify potential surplus land no longer needed by the County. The FMP will also help define cost projections that will provide a basis for project expenditures and updates to capital improvements planning.

Phase I

a) The Phase I project scope focuses on the following County campuses:
   i) Alisal Government Center
   ii) East Laurel Facility Yard
   iii) Schilling Place Complex
   iv) Monterey Courthouse (Aguajito Road)
   v) The Life Foundation Building (1000 S. Main Street)

b) Additionally, the County's collective properties in and around Natividad Road, East Laurel Drive, and Constitution Boulevard in Salinas will be included in a highest and best use analysis. However, our scope below will help uncover issues for all departments under study, whether they occupy any of the four above campuses or not.

Phase II

c) Phase II scope of work (Exhibit C – Gensler Scope of Work – Phase II) expands the FMP to include all County locations with an emphasis on addition priority areas:
   i) South County
   ii) Additional Salinas facilities including emergency, health and public safety services.
   iii) Peninsula (Especially Seaside and Marina)
   iv) North County (Primarily District 2, from north of Salinas to the County line)

d) Additional scope details are included in Exhibits B – D.

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EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$640,571** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Task	Fee
Phase I - Task 1: Project Startup	$34,332
Phase I - Task 2: Data Collection	$62,900
Phase I - Task 3: Analysis & Findings	$167,922
Phase I - Task 4: Options Development	$150,802
Phase I - Task 5: Final Documentation	$94,070
Phase II - Additional Site Analysis	$85,545
FMP Updates and Additional Workshops	$10,000
Reimbursable Expenses	$15,000
Project Contingency	$20,000
Total:	**$640,571**

Funds may be reassigned between line items as needed, provided the total Not to Exceed amount does not exceed $640,571.

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 https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to 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 Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor

Docusign Envelope ID: 2FD72CDA-A5E5-8D6F-812E-7D3DAC1D3427

Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the 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 or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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M. ARTHUR GENSLER JR. & ASSOCIATES, INC.
OFFICER'S CERTIFICATE

The undersigned, the Assistant Secretary of **M. Arthur Gensler Jr. & Associates, Inc.**, a California corporation ("**Gensler**"), hereby certifies that he is the duly qualified and elected Assistant Secretary of Gensler, and, as such, is authorized to execute and deliver this Officer's Certificate on behalf of Gensler, and hereby further certifies, solely in his capacity as the Assistant Secretary of Gensler and not in any individual capacity that **Elizabeth Brink**, Co-CEO and Principal of Gensler, is authorized and empowered to sign any and all client and consultant contracts and related documents, including without limitation to those related to the "Facilities Master Plan for the County of Monterey" on behalf of Gensler and Gensler subsidiaries and affiliates.

IN WITNESS WHEREOF, the undersigned has executed this Officer's Certificate as of the 11th day of June 2026.

By: _____
Name: Ryan Alvarez
Title: Assistant Secretary

Docusign Envelope ID: 2FD72CDA-A5E5-8D6F-812E-7D3DAC1D3427

AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
M. ARTHUR GENSLER JR. & ASSOCIATES, INC.

THIS AMENDMENT NO. 1 is made to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California, (hereinafter, "County") and M. Arthur Gensler Jr. & Associates, Inc. hereinafter "CONTRACTOR" and 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, County entered into a Professional Services Agreement ("Agreement") with CONTRACTOR on September 27, 2024**,** for facilities master planning services with a focus on five key County campuses with a term of September 17, 2024 through September 16, 2027 and a "not to exceed" amount of $525,026; and

WHEREAS, the Parties wish to expand facilities master plan services to include locations throughout the County; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide services under this Agreement; and

WHEREAS, the Parties wish to amend the Agreement to add services identified in Exhibit C – Phase II Scope and increase the Not to Exceed Amount by $105,545 to allow services to continue under this Agreement and as amended by this Amendment No. 1.

NOW THEREFORE, the County and CONTRACTOR hereby agree to amend the AGREEMENT as follows, effective upon the date of final execution of this Amendment No. 1 which is the last date opposite the respective signatures below:

1. Replace Section 1.0 "SERVICES TO BE PROVIDED" in its entirety with the following:

   The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A-1, Exhibit B and Exhibit C in conformity with the terms of this Agreement. The services are generally described as follows: Prepare a Facilities Master Plan for the County of Monterey, including a majority of County locations as described in Exhibits B and C.

2. Replace Section 2.0 "PAYMENTS BY COUNTY" in its entirety with the following:

   County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A-1, subject to the limitations set forth in the Agreement. The total amount payable by County to CONTRACTOR under this AGREEMENT is not to exceed the sum of $630,571.

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3. Section 4.0 “ADDITIONAL PROVISIONS/EXHIBITS” is amended to replace “Exhibit A” with “Exhibit A-1”, to amend the Exhibit B description to “Gensler Scope of Work – Phase I” and to add “Exhibit C – Gensler Scope of Work Phase II”.

   In all places within the Agreement, any reference to “Exhibit A, Scope of Services/Payment Provisions” or “Exhibit A” is hereby replaced with “Exhibit A-1”.

4. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

5. A copy of Amendment No. 1 shall be attached to the original AGREEMENT executed by the County on September 27, 2024.

Docusign Envelope ID: 2FD72CDA-A5E5-8D6F-812E-7D3DAC1D3427

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

Contracts/Purchasing Officer

By: DocuSigned by: Tom Skinner
Name: Tom Skinner
Title:
Date: 5/27/2025 | 3:45 PM PDT

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden
Michael Whilden
Deputy County Counsel

Date: 4/21/2025 | 5:03 PM PDT

Approved as to Fiscal Provisions
Rupa Shah, Auditor-Controller

By: DocuSigned by: Patricia Ruiz
Name: Patricia Ruiz
Title:

Date: 4/22/2025 | 8:03 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

David Bolton, Risk Manager

Date:

CONTRACTOR*

M. Arthur Gensler Jr. & Associates, Inc.
Contractor's Business Name

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

Its: Elizabeth Brink, Co-CEO
(Print Name and Title)

Date: 4/21/2025

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

Its: Greg Richart, CFO
(Print Name and Title)
(Print Name and Title)

Date: 4/21/2025

*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 either 1) any member, or 2) two (2) managers (Corporations Code, Section 17703.1, subds. (a) and (d)). 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 (Corporations Code Sectons 16301 and 15904.02) . 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.

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EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
M. Arthur Gensler Jr. & Associates, Inc. , hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1) Project Understanding

County is looking to develop a Facilities Master Plan ("FMP") that will provide a roadmap for strategic objectives, service delivery, and utilization of real estate and facility assets over the short and long term. The FMP will help guide the effective use of the current real estate portfolio as well as plan for the development of future facilities and identify potential surplus land no longer needed by the County. The FMP will also help define cost projections that will provide a basis for project expenditures and updates to capital improvements planning.

Phase I

a) The Phase I project scope focuses on the following County campuses:
   i) Alisal Government Center
   ii) East Laurel Facility Yard
   iii) Schilling Place Complex
   iv) Monterey Courthouse (Aguajito Road)
   v) The Life Foundation Building (1000 S. Main Street)

b) Additionally, the County's collective properties in and around Natividad Road, East Laurel Drive, and Constitution Boulevard in Salinas will be included in a highest and best use analysis. However, our scope below will help uncover issues for all departments under study, whether they occupy any of the four above campuses or not.

Phase II

c) Phase II scope of work (Exhibit C – Gensler Scope of Work – Phase II) expands the FMP to include all County locations with an emphasis on addition priority areas:
   i) South County
   ii) Additional Salinas facilities including emergency, health and public safety services.
   iii) Peninsula (Especially Seaside and Marina)
   iv) North County (Primarily District 2, from north of Salinas to the County line)

d) Additional scope details are included in Exhibit B – Gensler Scope of Work – Phase I and Exhibit C – Gensler Scope of Work – Phase II.

Docusign Envelope ID: 2FD72CDA-A5E5-8D6F-812E-7D3DAC1D3427

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$630,571** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Task	Fee
Phase I - Task 1: Project Startup	$34,332
Phase I - Task 2: Data Collection	$62,900
Phase I - Task 3: Analysis & Findings	$167,922
Phase I - Task 4: Options Development	$150,802
Phase I - Task 5: Final Documentation	$94,070
Phase II - Additional Site Analysis	$85,545
Reimbursable Expenses	$15,000
Project Contingency	$20,000
Total:	**$630,571**

Funds may be reassigned between line items as needed, provided the total Not to Exceed amount does not exceed $630,571.

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 https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to 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 Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Docusign Envelope ID: 2FD72CDA-A5E5-8D6F-812E-7D3DAC1D3427

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the 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 or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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Gensler

PROJECT UNDERSTANDING

County of Monterey ("County") is looking to develop a Facilities Master Plan ("FMP") that will provide a roadmap for strategic objectives, service delivery, and utilization of real estate and facility assets over the short and long term. The FMP will help guide the effective use of the current real estate portfolio as well as plan for the development of future facilities and identify potential surplus land no longer needed by the County. The FMP will also help define cost projections that will provide a basis for project expenditures and updates to capital improvements planning.

The project will include a focus on the following County campuses:

- Alisal Government Center
- East Laurel Facility Yard
- Schilling Place Complex
- Monterey Courthouse (Aguajito Road)
- The Life Foundation Building (1000 S. Main Street)

Additionally, the County's collective properties in and around Natividad Road, East Laurel Drive, and Constitution Boulevard in Salinas will be included in a highest and best use analysis.

However, our scope below will help uncover issues for all departments under study, whether they occupy any of the four above campuses or not.

Certain departments/divisions and facility types will be excluded from this study. This list initially includes the following, but others may be added as needed:

- Parks (part of Public Works, Facilities and Parks)
- Library
- Jails (part of the Sheriff-Coroner)

PROJECT APPROACH

Our approach to this study includes a multi-faceted look at the County's real estate, facilities, space utilization, and workplace performance. Early in the study, we will develop a set of consensus-driven guiding principles to help ensure our emerging recommendations are aligned with County goals and priorities. We will craft the final FMP report to best reflect these principles.

Our approach proposes the creation of two main sets of project stakeholders

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Gensler

- County Project Team: This group is comprised of the key "day to day" members of both the County and Gensler teams. They will meet regularly to guide the project, discuss schedules, help clear hurdles, and provide general oversight as we move through the study.
- County Steering Committee: This group should be comprised of senior County decision-makers (typically minus the County Supervisors) who we will engage several times during the study at key milestones to ensure that issues are thoroughly addressed and decisions made before proceeding from one phase to the next. The makeup of this group will be determined by County staff but can include any combination of the County Administrator (and/or her staff), County executives, and department heads.

We estimate approximately seven to eight months to complete the study, reflected in our scope below. This duration is based on our experience preparing similar facilities master plans for other large California counties and the amount of analysis, stakeholder engagement, and work required to produce a comprehensive report.

PHASE 1: PROJECT STARTUP

The first step of the proposed process allows our team to collect and review pertinent background materials, confirm a process and data collection methodology, and create the project vision. The first phase is intended to provide a mutual understanding of the process and desired outcomes and ensure that all expectations are aligned.

1.1. TEAM ORGANIZATION

The core project leaders will complete general project start-up activities, including the identification and commitment of other individuals from the Consultant team and the County. During this step, the following will be established:

- Gensler Project Team - including an outline of specific roles and responsibilities
- County Project Team - the County's working team who has primary responsibility for the project, including the County's primary point of contact
- County Steering Committee - the departmental liaisons and/or senior stakeholders with whom we will conduct working sessions throughout the project as well as from whom we can collect and qualify macro level data.

1.2. BACKGROUND MATERIALS COLLECTION

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Working with the County's Project Team, we will collect relevant background materials and critical data for review and use throughout the project. Methodologies for acquiring requested data not immediately at-hand will be discussed during the Kickoff Meeting (Task 1.3). The materials to be requested will include, but may not be limited to:

General Information

- Department organization charts and mission statements
- 5-year historic headcount and square footages by department
- County budgets for the last 10 years
- Current approved budget
- Other previous related studies and reports
- Space standards (current and discontinued)
- Real estate indebtedness information
- Floor plans in CAD or PDF format (as needed)
- Site maps, surveys and aerial photos, as available
- GIS data files
- Health Services/ Employment and Human Services customer home address information (anonymous, for GIS analysis)
- Employee home address information (anonymous, for GIS analysis)

Facilities Information

- Current department occupancy by facility (to be validated by Consultant team)
- Operating costs by owned facility
- Existing appraisals and valuations of owned facilities
- Parking: financial, real estate, and debt information; stall counts
- Lease documentation for facilities and parking (existing and projected rent and cost schedule, length of term, number of parking spaces, etc.)
- Facilities condition assessment information

1.3. KICK-OFF MEETING

The Kick-off Meeting provides the opportunity for our broader project team to meet with the County Project Team. The session is intended to be an introduction to and confirmation of the process, as well as a facilitated discussion on the principal goals of the project. Specific activities include reviewing and confirming the following:

- Consensus on project goals, conditions, and priority issues
- Project team roles and responsibilities

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- Project management review meeting schedule (e.g. bi-weekly meetings) and quality assurance tasks
- Scope and reach of project (i.e. within the County)
- Data collection approach and process
- Communication channels
- Key project deadlines and milestones
- Project deliverables
- County Steering Committee member confirmation
- Baseline planning assumptions
- Frequency of requested Executive Summaries

1.4. DATA COLLECTION METHODOLOGY FINALIZATION

Based on the preliminary review of the background information available from the County and direction obtained at the Kick-Off meeting, the Gensler team will begin preparation for several parallel data collection efforts. A detailed description of the anticipated data collection methodology can be found in Phase 2.

1.5. COUNTY STEERING COMMITTEE WORKSHOP #1 - PROJECT STRATEGIES AND VISION

Once the project process is finalized, a Project Strategies Workshop will be conducted with the County Steering Committee. The objective is to discuss the overall potential for the project while creating consensus among key project participants. The intent is to emerge from the meeting with a shared vision and a clear understanding of roles, responsibilities, and expectations for the broader team and members of their departments. Specifically, the meeting will provide an opportunity to align the County Project Team and County Steering Committee visions for the project goals, objectives, process, and outcome. The following topics may be discussed (and others added as needed):

- Explain the overall project, the research process, and expected final outcomes
- Set expectations for the required level of County involvement
- Discuss the issues that County and individual departments are facing (i.e. growth/real estate development requirements, client service delivery changes/challenges, mobile work, budget deficits/constraints, regulatory requirements, inefficient space utilization, parking, etc.)
- Establish preliminary guiding principles for the FMP and overall goals for the project

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- Discuss the role of "hybrid" work in the County workforce and its impact on real estate needs

PHASE 2: DATA COLLECTION

2.1 EMPLOYEE SURVEY

We will begin our data collection process by issuing our proprietary Workplace Performance Survey to County employees (or a subset thereof). This online tool will allow your users of space to directly tell us how their workplace does and does not support their functional needs, both in the office and while working from home. Gensler's benchmark database also allows the County to compare the performance of its workplace environment to other leading organizations and provides a functional assessment baseline against which pilot studies, future investments and innovations can be measured.

A particular focus of this survey is the employee experience while working from home since the onset of the COVID-19 pandemic. Our research indicates that only one in ten U.S. office workers had worked regularly from home before COVID-19. Gauging your employee experiences will be an important input as we think about and craft the future of the County's workplace.

2.2 DEPARTMENT QUESTIONNAIRE

We will continue our data collection process by issuing an electronic questionnaire to a representative from each department who is well versed in the quantitative aspects of their respective space and facilities. The questions posed will focus on such issues as:

- Department's function and mission
- Key workload indicators/drivers
- Projected departmental growth
- Primary locational requirements
- Access / circulation / security needs
- Critical adjacencies with other departments
- Client/visitor requirements
- Ability for staff to work remotely
- Ability to deliver services remotely
- File storage / record management
- Meeting & support space requirements
- Parking – staff & public

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- Pressing/critical issues at the facility level

Once the questionnaires are completed and returned, we will conduct follow-up meetings with each representative to review the results and discuss any key issues in more detail (discussed in the next task).

2.3 SENIOR DEPARTMENT LEADERSHIP INTERVIEWS (UP TO 30)

We will conduct interviews with key department leaders to review the completed questionnaires and discuss high-level qualitative issues. This will provide us with a "view from the top" in terms of the major issues facing County departments. Topics will include:

- Overview and background of department and its mission
- External and internal factors that may drive change in the future
- New organizational and/or business process initiatives being implemented to improve customer service and department performance
- Planned development projects
- Major facilities challenges attendant to space, parking, storage, technology, costs, etc.
- Collocation opportunities and challenges, centralization vs. decentralization, etc.
- Review and clarification of survey answers

Ideally these interviews will take place face-to-face but can be conducted virtually if it makes scheduling easier.

2.4 SITE TOURS

In conjunction with the Leadership Interviews or as a separate effort, we will conduct tours of facilities identified by the County. In preparation for the tours, we will review facility floor plans (as available) along with building condition assessment information provided by the County. During the tours, we will validate layout efficiencies, suitability for the current user, technology, vacancy, overcrowding, storage, and other relevant factors. The results of these assessments will be factored into our options and recommendations.

Optionally, we can expand the site tours to include a more detailed survey of work seat utilization, focused on up to three of your largest office buildings. In order to get a relevant occupancy sample, our team would walk each floor of each building several times a day over the span of a week, noting which seats were occupied, which were

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empty but showed “signs of life”, and which seats looked truly vacant. Conference room utilization would also be captured to gain an understanding of the demand for formal collaboration space.

PHASE 3: ANALYSIS & FINDINGS

Upon completion of the data collection efforts, the Gensler team will analyze the information and conduct a series of interactive work sessions, both internally and with County representatives, to synthesize the collected information.

Our approach to both internal work sessions and meetings with the Steering Committee is to have them be as interactive, inclusive, and focused as possible. During our internal work sessions in particular we make use of all the walls in a virtual “war room” and work through issues in a dynamic setting with all the experts online. In our meetings with the Steering Committee, we will employ virtual collaboration tools through which we garner feedback and additional input as our recommendations take shape.

3.1 STAFFING PROJECTIONS & PROGRAM DEVELOPMENT

To assist in the process of developing useful forecasts for County space, we will first perform an analysis of the relationship between historic County employment and overall population trends. This will give us the historical perspective on growth. We will then compare this trend to the headcount projections provided by departments in our survey form. If the two methods show different results, we will discuss the gap during our Findings Workshop and arrive at a supported growth rate. Appropriate space standards will then be applied to the employee growth forecasts to yield estimated square footage requirements in order to develop a macro program for each department. If County space standards don’t exist or are out of date, we will develop a new set of macro space standards based on current trends and benchmarks.

3.2 EMPLOYEE COMMUTE ANALYSIS

In conjunction with and similar to the Caseload Density Analysis, we will analyze employee home address/zip code information (maintaining all necessary confidentiality requirements) using GIS technology to determine existing commute patterns.

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Employee home locations will also be factored into the criteria for potential consolidation of facilities.

3.3 DEMAND AND SUPPLY GAP ANALYSIS

One of our initial tasks will be to outline the gaps between the existing County supply of facilities and the demands for space dictated by department operations and growth. This analysis will be one of the key drivers in determining the future direction of the County portfolio as we develop master planning options in the next phase. Among other aspects, we will evaluate the potential impact of continued work from home post-pandemic, and how that impacts the amount of space required to house County employees.

3.5 FINANCIAL ANALYSIS

Gensler will develop an understanding of the financial situation related to County real estate and facilities. Specific areas of focus include:

3.4.A OWNED VS. LEASED PROPERTIES

We place great emphasis on lease vs. own dynamics due to many factors, such as escalating market rents, and the impact that OMB Circular A-87 reimbursements can have on the occupancy costs for social service agencies. Line items in our analyses typically include the following on an individual property basis (including parking facilities):

- Facility size (Sq. Ft.)
- Department headcount
- Lease terms and costs
- Cost of capital
- Owned operating expenses
- Owned properties reserves
- Reimbursements

The goal of this inventory is to become familiar with the capital profile of your portfolio, which will inform our occupancy cost analysis during the next task.

3.4.B OCCUPANCY COST ANALYSIS (Optional)

In an effort to establish the most accurate baseline financial data, our team recommends identifying the amount the County currently spends or is obligated to spend on office space, both owned and leased, including all occupancy cost

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components. We will work with appropriate County staff to identify the County's expenditures as well as the source of these funds and their restrictions (e.g. debt obligations, subventions, bond collaterals, compensating balances, etc.). This information will be "matched' with findings from the other data collection activities to begin to formulate issues and opportunities.

By estimating the costs of remaining in County-owned and leased office space, we will identify an "as is" or status quo scenario. We will then create and use an Excel-based cash flow model to estimate the costs to the County over a future period of utilizing the existing owned and leased space, augmented by acquiring space or consolidating as needed to satisfy the County's growth projections. This modeling technique becomes key as we evaluate real estate alternatives later in the study.

3.4.C REAL ESTATE MARKET ASSESSMENT

The team will review recent completed or proposed potentially comparable developments and conduct interviews with local brokers, leasing agents, and developers to help identify product/land use types that would make sense to consider for property potentially no longer needed to accommodate the County workforce. Assuming residential is currently the use most in demand and the most feasible, we will obtain estimates of obtainable rents, operating costs, sales prices, average daily rates, and occupancy rates for the identified land uses/product types. The rental rates or sales prices for residential uses will be mapped as a function of distance to the property to identify how pricing varies by age, type, and size of the housing products and other uses.

3.4.D ADAPTIVE REUSE AND DEVELOPMENT ANALYSIS

The identified development programs for the properties potentially no longer needed for County functions will be used to obtain order-of-magnitude cost estimates for each separate product type and project for the associated properties. The cost categories will include demolition, sitework costs, parking, construction hard costs, and soft costs (e.g., architecture, engineering, municipal fees and other non "bricks and mortar" costs). We will interview developers/builders or construction contractors and utilize our teams cost estimator to obtain perspective about costs.

3.4.E DISPOSITION ANALYSIS

The values that would be supported by the identified alternative uses will be estimated for each separate property that may no longer be needed for County use. For each alternative, the estimated development costs, rents or sales prices, operating expenses,

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marketing costs, financing costs, and capitalized sales values will be estimated. The real estate financial analysis will include preparation of discounted cash flow forecasts and estimates of the total market values of the built space as well as the residual property values.

3.5. ADDITIONAL RESEARCH AND SYNTHESIS

During this activity we will incorporate what we learned from the Project Team Meeting into our analysis. We will also augment what has been learned to date with any additional reconnaissance at County facilities, with specific departments or in further researching relevant workplace and service delivery trends.

3.6 COUNTY STEERING COMMITTEE WORKSHOP #2: FINDINGS

We will facilitate a second meeting with the Steering Committee to present our findings culled from the activities to date. The meeting will focus on the current supply of County facilities, the demand for space based on our surveys and interviews, and the gap between supply and demand, expressed as facility needs. Input from the Steering Committee during this meeting will help our team begin to formulate options and scenarios in the next phase.

PHASE 4: OPTIONS DEVELOPMENT

This phase sets the framework for the Facilities Master Plan by pulling together all of the information obtained in the previous tasks into and presenting County stakeholders.

4.1 DEVELOP SUITABLE ALTERNATIVES

Based on the feedback obtained from the 2nd Steering Committee Workshop, we will develop up to three (3) planning options that address site, programmatic and facility issues for County properties. Staff growth and corresponding space needs, and critical adjacencies and separations, infrastructure and parking will be all illustrated in a series of summary diagrams that both capture the existing conditions and convey growth across the 10-year planning horizon. We will also identify any land or facilities that are not currently projected to be needed for use by County departments. The following aspects will be considered:

- Potential new building location(s)
- Parking,
- Facility condition

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- Security
- Potential "hybrid" work model
- Current and projected space needs
- Current space utilization
- Customer service and office locations
- Organizational and cultural drivers
- Departmental adjacencies
- Service delivery geography
- Staff retention and recruitment
- Sustainable strategies
- Workspace quality

The options will meet functional needs and fiscal realities, ultimately leading to "highest and best use" recommendations that also fulfill the planning and development principles established early on in this engagement. The subsequent models will each take into account the issues of funding source restrictions and projected growth figures. In parallel, we will evaluate strategies for housing the County's workforce, consolidation and collocation opportunities, opportunities for reuse of surplus properties, addressing future service delivery needs, providing adequate parking, and accommodating any projected operational changes.

4.2 ROM CONSTRUCTION COST ESTIMATES

We will develop high-level construction cost estimates for the master plan scenarios being put forward for consideration. Costs will include demolition, site clearance, new builds, renovation, and contingencies. We will also coordinate with the County to better understand costs that might be unique to delivering projects within the County's bureaucracy.

4.3 FINANCIAL ANALYSIS

As alternative development scenarios are conceptualized, we will modify the base case or status quo model to comprehensively portray the capital, operating, and financing costs of alternatives to the status quo. This will include considering enhanced productivity and efficiencies associated with alternatives to the base case or status quo. The potential obtainable values from the disposition of property no longer needed to house the County workforce will be incorporated into the model.

The results of the market analysis and real estate economic analysis in conjunction with the creation and application of the cash flow financial model outlined above will provide a framework for objectively evaluating and comparing alternative solutions for meeting the long-term (e.g., 20-year) workforce occupancy needs of the County. The

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analysis will feed into an assessment of timing and transaction structures of strategic actions required, including probable financing techniques, and funding sources, including the disposition of property to generate funds to facilitate development of municipal space.

4.4 COUNTY STEERING COMMITTEE WORKSHOP #3: OPTIONS REVIEW

During the project process we will determine whether the County Steering Committee will be involved in narrowing the list of alternate scenarios. We have found that including a broader group consistently ensures that the project outcomes will have support from a breadth of staff. However, depending on the size of the Steering Committee, it may be more effective to limit this meeting to the County Project Team. In either event, this meeting will be an active dialogue between the Gensler team and the County about the pros and cons of each alternative. During the meeting, we will together narrow the list of options and build consensus for a particular real estate planning construct that will ultimately form the County Facilities Master Plan.

4.5 BOARD OF SUPERVISORS PRESENTATION DOCUMENT

Gensler will incorporate feedback and direction from Workshop #3 and prepare an Executive Summary document that distills the key findings and recommendations. Gensler is available to present to the Board of Supervisors if requested.

TASK 5: FINAL DOCUMENTATION

All reports prepared by our team will be delivered as an Adobe PDF file, enabling the County to produce hard copies as needed. Gensler will also deliver relevant Excel files, GIS datasets, and other documents created for this project, as requested.

5.1 DRAFT COUNTY FACILITIES MASTER PLAN REPORT

Gensler will document the feedback from the previous Workshop #3 and direction from the Board of Supervisors develop a Draft County Facilities Master Plan Report (“Draft Report”) for the County to review. The report will address, among other items, the following:

- Current and Projected Space Needs,
- Customer Service and Office Locations,
- Existing Facility Conditions,
- Organizational and Cultural Drivers,
- Departmental Adjacencies,

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- Service Delivery Geography,
- Staff Retention and Recruitment,
- Quality of the Workspace,
- County Demographic Changes,
- Current and Projected Occupancy Costs,
- Real Estate Markets and the Economy,
- Due Diligence Concerns,
- Financial Considerations,
- Land Consolidation.

5.2 FINAL STRATEGIC FACILITIES PLAN REPORT

Gensler will revise the Draft Report to include all feedback and comments from the County Project Team and develop a Final County Facilities Master Plan ("Final Report"), which will include:

- Executive Summary,
- Project/Process Narrative,
- Planning and Development Principles,
- Existing Conditions summary,
- Program Requirements,
- Options and Recommendations,
- Financial Analysis,
- Development Guidelines/Criteria,
- Costs.

5.3 IMPLEMENTATION GUIDE

Included in the Final Report will be a brief discussion of the activities associated with implementing the County Facilities Master Plan, including:

- An implementation timeline, summarizing activities and potential future expenditures,
- Development priorities,
- Guidelines for future space planning,
- Change management activities to consider.

PROJECT FEE

We are proposing a total project fee of **$510,026** excluding reimbursable expenses. See the attached Fee Schedule for a breakdown of fee by Phase and Task. This amount will not be exceeded without prior written approval by the County.

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REIMBURSABLE EXPENSES

In addition to the above Project Fee, reimbursable expenses will be billed as incurred, not to exceed **$15,000** without prior written approval. Such expenses can include but may not be limited to such items as travel, mileage, lodging, meals, reproduction, etc.

SCHEDULE

We estimate approximately eight months to complete the above scope of services. See the attached Project Schedule for more detail.

PROJECT TEAM

Our combined consultant team includes the following firms:

- Gensler
- Gruen Gruen + Associates (economist)
- KPJ Consulting (cost manager)

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Exhibit B - Gensler Scope of Work Phase I

Monterey County
Facilities Master Plan
PROJECT SCHEDULE*
August 19, 2024

PHASE	DURATION	2025																																
		September				October					November				December				January					February				March				April				
	Week:	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28
		1	*2*	*3*	*4*	*5*	*6*	*7*	*8*	*9*	*10*	*11*	*12*		*13*	*14*	*15*			*16*	*17*	*18*	*19*	*20*	*21*	*22*	*23*	*24*	*25*	*26*	*27*	*28*	*29*	*30*	*31*	*32*
Phase 1: Project Startup	**3 Weeks**																																			
Phase 2: Data Collection	**6 Weeks**													Holiday Week				Holiday Week	Holiday Week																	
Phase 3: Analysis & Findings	**10 Weeks**													Holiday Week				Holiday Week	Holiday Week																	
Phase 4: Options Development	**8 Weeks**													Holiday Week				Holiday Week	Holiday Week																	
Phase 5: Final Documentation	**6 Weeks**													Holiday Week				Holiday Week	Holiday Week																	
Milestones				1																			2							3				4		5

* Assumes a September 3, 2024 start.

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Milestones:
1. Strategies Workshop
2. Findings Workshop
3. Options Workshop
4. Draft Report Delivered
5. Final Report Delivered

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County of Monterey
Facilities Master Plan

Gensler Proposal for Additional Services

April 15, 2025

PROJECT UNDERSTANDING

Gensler has been engaged by the County of Monterey ("County") to develop a Facilities Master Plan ("FMP") that will provide a strategic roadmap for facility planning, service delivery, and real estate asset utilization over both the short and long term.

The County Administrative Office is developing a Strategic Plan, which identifies the FMP as a critical element in future planning decisions. Expanding the FMP's scope will ensure a comprehensive approach to County-wide facility planning that aligns with the strategic goals.

The original scope of the FMP focuses on the following key County campuses:

- Alisal Government Center
- East Laurel Facility Yard
- Schilling Place Complex
- Monterey Courthouse (Aguajito Road)
- The Life Foundation Building (1000 S. Main Street)

As the project progressed—through questionnaires and interviews with department leaders—it became evident that there were additional opportunities and challenges beyond these five main campuses. The following areas have emerged as priorities:

South County (primarily District 3, from Gonzales to the County's southern border)

- Agricultural Commissioner facilities at 522 N 2nd St and 1011 Broadway.
- Health-related spaces, including the Animal Shelter and Behavioral Health ("BH") clinical space.
- Departments who expressed interest: Probation, Public Defender, Social Services, Emergency Management, Military & Veteran Affairs, and Housing & Community Development ("HCD").

Other County Properties in Salinas

- Emergency Management facilities

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- Health Administration Building, including the Public Health Lab
- District Attorney's Salinas Family Justice Center
- Sheriff's Office space needs.

Peninsula (Especially Seaside & Marina)

- Social Services location at 1281 Broadway (if the proposed new
- District Attorney's Seaside Family Justice Center.
- Library Administrative Hub in Marina, possible archive centralization.
- Public Works, Facilities & Parks ("PWFP") presence on the Peninsula.
- Sheriff's Office needs, for example, docking facility on the Peninsula, public safety training facility (Fort Ord was mentioned as a potential location)

North County (Primarily District 2, from north of Salinas to the County line)

- Departments who expressed interest: Public Defender, Social Service and Health

Certain departments/divisions and facility types will continue to be excluded from this study. This list initially includes the following, but others may be added as needed:

- Parks (part of Public Works, Facilities and Parks)
- Library branch locations
- Jails (part of the Sheriff-Coroner)

PROJECT APPROACH

We will expand the scope of the original FMP to incorporate all County properties with the emphasis on the above additional facility needs and develop viable solutions, consolidating all findings into a unified final report.

TASK 1: DATA COLLECTION

Through initial department interviews, we have identified key departments that need to be further engaged to provide input on facility needs:

Department	Identified Facility Needs
Agricultural Commissioner	Satellite office at 1011 Broadway St., King City

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District Attorney	Family Justice Centers in Salinas and Seaside
Emergency Management	Improved emergency response infrastructure; potential alternative location in King City
Health	Animal shelter and Behavioral Health clinics in Greenfield
Housing and Community Development	Drop-in office for inspections in South County
Library	Administrative offices in Marina
Probation	Dedicated facility in South County to meet growing demand
Public Defender	Maintain presence in South County
Sheriff	Further quantify their administrative space needs
Social Services	Potential new location in Greenfield

1.1 SENIOR DEPARTMENT LEADERSHIP INTERVIEWS (9 TOTAL)

We will conduct nine virtual interviews with department leaders to discuss:

- Facility location requirements, with a focus on South County needs
- Estimated space requirements for future facility programming at these additional locations
- Opportunities for shared resources and strategic planning considerations
- Projected departmental growth data collected in the original FMP

Each interview will be approximately 45 minutes and conducted virtually.

TASK 2: OPTIONS DEVELOPMENT

Using the collected data, we will develop a comprehensive set of planning options that integrate with the original FMP.

2.1 DEVELOP SUITABLE ALTERNATIVES FOR ADDITIONAL FACILITIES

We will explore multiple approaches to address site, programmatic, and facility needs for additional County properties included in this scope of work. These options will be integrated into the original study and presented as a cohesive set of up to three planning alternatives.

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2.2 STEERING COMMITTEE WORKSHOP #4: OPTIONS FINALIZATION

To ensure stakeholder input, we propose conducting a fourth Steering Committee meeting to address the facilities included in this additional scope. As before, the goal of this workshop will be consensus on a final recommended option for the additional facilities and locations.

2.3 ROM CONSTRUCTION COST ESTIMATES

We will develop high-level construction cost estimates for the additional recommendations, covering demolition, site clearance, new builds, renovation, and contingencies.

2.4 FINANCIAL ANALYSIS

We will assess capital, operational, and financing costs of the additional recommendations and incorporate into the future state occupancy cost model already developed.

2.5 DEPARTMENT LEADERS MEETING

We will present the options and recommendations to County department leaders after the 4th options workshop. This will provide feedback before presenting to the Board of Supervisors in one-on-one sessions.

2.6 BOARD OF SUPERVISORS ONE-ON-ONE MEETINGS

Following final Steering Committee review and/or the Department Leaders Meeting, Gensler will conduct individual sessions with each of the five Board members. These meetings will provide an opportunity to explain planning options in detail, address individual concerns and feedback, and build consensus on the final direction. This feedback will serve as the final input prior to preparing our final report (covered in the original scope of work.

PROJECT FEE

We propose a total additional project fee of $**85,545**, excluding reimbursable expenses. This amount will not be exceeded without prior written approval from the County. A **$20,000** contingency in addition to the above additional project fee will be added to cover any further additional services the County may request

SCHEDULE

We estimate that this additional scope will extend the project schedule by approximately eight weeks. We anticipate the overall scope will be completed by the

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week of August 18, 2025. See the attached and updated Project Schedule for more detail.

PROJECT TEAM

To perform the additional services above, we will once again utilize our combined consultant team, which includes the following firms:

- Gensler
- Gruen Gruen + Associates (economist)
- KPJ Consulting (cost manager)

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Exhibit C - Gensler Scope of Work Phase II

Monterey County
Facilities Master Plan

County of Monterey Facilities Master Plan
PROJECT SCHEDULE*
April 15, 2025

PHASE	DURATION	2024 October					November				December					2025 January					February				March				April					May				June					July				August			
	Week:	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28	5	12	19	26	2	9	16	23	30	7	14	21	28	4	11	18	25
		5	6	7	8	9	10	11	12		13	14	15			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49
PHASE 1: PROJECT STARTUP	**3 Weeks**																																															
1.1 Team Organization																																																
1.2 Background Materials Collection																																																
1.3 Kick-Off Meeting		1																																														
1.4 Data Collection Methodology Finalization																																																
1.5 Steering Committee Workshop #1 - Strategies					2																																											
Weekly Team Meetings		•	•	•	•	•	•	•	•		•	•	•			•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•	•
Project Management																																																
PHASE 2: DATA COLLECTION	**6 Weeks**																																															
2.1 Employee Survey						*																																										
2.2 Department Questionnaire																																																
2.3 Senior Department Leadership Interviews																																																
2.4 Site Tours																																																
PHASE 3: ANALYSIS & FINDINGS	**10 Weeks**																																															
3.1 Staffing Projections & Program Development																																																
3.2 Employee Commute Analysis																																																
3.3 Demand and Supply Gap Analysis																																																
3.4 Financial Analysis																																																
3.4a Owned vs. Leased Properties																																																
3.4b Occupancy Cost Analysis										Holiday Week				Holiday Week	Holiday Week																																			
3.4c Real Estate Market Assessment																																																
3.4d Adpative Reuse and Development Analaysis																																																
3.4e Disposition Analysis																																																
3.5 Additional Research and Synthesis																																																
3.6 Steering Committee Workshop #2 - Key Findings																					3																												
ADDITIONAL DATA COLLECTION																																																
A1.1 Senior Department Leadership Interviews																																																
PHASE 4: OPTIONS DEVELOPMENT	**16 Weeks**																																															
4.1 Develop Suitable Alternatives																																																
4.2 Steering Committee Workshop #3 - Options Review																													4																			
4.3 ROM Construction Cost Estimates																																																
4.4 Financial Analysis																																																
A2.1 Develop Suitable Alternatives for additional properties																																																
A2.2 Steering Committee Workshop #4 - Options Finalization																																				5												
A2.3 Additional ROM Construction Cost Estimates																																																
A2.4 Additional Financial Analysis																																																
A2.5 Department Leaders Meeting																																								6								
A2.6 Board of Supervisors 1:1 Presentations																																									7							
4.5 Board of Supervisors Presentation Document																																																
PHASE 5: FINAL DOCUMENTATION	**6 Weeks (excl. review period)**																																																
5.1 Draft County Facilities Master Plan Report																																																	
5.3 Draft Implementation Guide (Incl. in the Final Report)																																																
County Review Period																																																
5.2 Final Strategic Facilities Plan Report																																															9		

* Assumes a September 30, 2024 start.

Gensler

Milestones:

1. Kick-Off Meeting
2. Strategies Workshop
3. Key Findings Workshop
4. Options Development Workshop #1
5. Options Development Workshop #2
6. Department Leaders Meeting
7. Board of Supervisors 1:1 Presentations
8. Draft Report Delivered
9. Final Report Delivered

week inlcudes a holiday

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Board of Supervisors
May 13, 2025 - Consent

..Title
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute Amendment No. 1 to the Standard Agreement between the County of Monterey and M. Arthur Gensler Jr. & Associates, Inc., to provide additional Facilities Master Plan services for the County of Monterey with an increase in the not to exceed amount of $105,545, for a total not to exceed amount of $630,571, and no change to the term of September 17, 2024 through September 16, 2027.
b. Authorize the Contracts/Purchasing Officer or their designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement to extend the term and/or add Facilities Master Plan services with no change to the Not to Exceed amount of $630,571.

..Report
RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute Amendment No. 1 to the Standard Agreement between the County of Monterey and M. Arthur Gensler Jr. & Associates, Inc., to provide additional Facilities Master Plan services for the County of Monterey with an increase in the not to exceed amount of $105,545, for a total not to exceed amount of $630,571, and no change to the term of September 17, 2024 through September 16, 2027.
b. Authorize the Contracts/Purchasing Officer or their designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement to extend the term and/or add Facilities Master Plan services with no change to the Not to Exceed amount of $630,571.

SUMMARY/ DISCUSSION
On September 27, 2024 Public Works, Facilities and Parks (PWFP) engaged M. Arthur Gensler Jr. & Associates (Gensler) to develop an initial Facilities Master Plan (FMP) covering 168 W. Alisal Street, Salinas (Alisal Government Center), 855 E Laurel Drive (Laurel Yard), 1441/1488 Schilling Place (Schilling Campus), 1200 Aguajito Rd., Monterey (Monterey Courthouse), and 1000 South Main St., Salinas. This Amendment No. 1 expands services to prepare master plan recommendations for additional locations throughout the County. The additional scope is included in Exhibit C - Phase II Scope.

It is critical that the County identify facility priorities for investment and development over the next 20+ years. Many of the County's existing facilities require significant investment to address deferred maintenance and end of life systems replacement. In addition, County population growth and a trend of increased government staffing and services require a review of current space allocations and locations to align County facilities with resident needs. The resulting FMP will provide the County with guidance on future capital infrastructure investments and development priorities. The FMP is identified in the County's Strategic Plan as a key part of future planning decisions. A final report on the Phase I and Phase II scope is expected to be

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complete by September 2025.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management has reviewed and approved the Agreement as to form. The Auditor-Controller's Office has reviewed the proposed Agreement as to fiscal provisions.

FINANCING:
This agreement is funded as part of the Countywide Facilities Master Plan project adopted in the FY 2024/25 Capital Improvement Plan. Expenditures will be reimbursed from Fund 478 as they are incurred.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Developing a Facilities Master Plan will enable the County to more efficiently utilize its property resources and better allocate maintenance and capital project dollars towards long-term investments.

__ Economic Development
_X_ Administration
__ Health & Human Services
_X_ Infrastructure
___ Public Safety

Prepared by: John Snively, Administrative Operations Manager, 831-759-6617
Reviewed by: Florence Kabwasa-Green, Chief of Facilities
Lindsay Lerable, Assistant Director of Public Works, Facilities and Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE
Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Amendment No. 1
Attachment B – Standard Agreement
(Attachments are on file with the Clerk of the Board)

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17095
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute a Standard Agreement between the County of Monterey and M. Arthur Gensler Jr. & Associates, Inc., to provide a Facilities Master Plan for the County of Monterey in an amount not to exceed amount of $525,026 for a term of September 17, 2024 through September 16, 2027;
b. Authorize the Contracts/Purchasing Officer or their designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, where the additional costs of the Amendments in aggregate do not exceed (10% or $52,503) of the original contract amount of $525,026 bringing the total potential overall Agreement aggregate Not to Exceed amount to $577,529.

PASSED AND ADOPTED on this 24th day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

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 September 24, 2024.

Dated: September 25, 2024
File ID: A 24-445
Agenda Item No.: 33

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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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:
M. Arthur Gensler Jr. & 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 generally provided are described as follows:
Prepare a Facilities Master Plan for the County of Monterey, focusing on the following locations: Alisal Government Center, East Laurel Facility Complex, Schilling Place Complex, Monterey Courthouse (Aguajito) and the Life Foundation (1000 S. Main Street).

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 $525,026.

3. **TERM OF AGREEMENT.** The term of this Agreement is from September 17, 2024 **to** September 16, 2027, 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 - Gensler Scope of Work

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.

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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

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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.

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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.)

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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

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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.

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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.

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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:**
John Snively Administrative Operations Manager	Paul Natzke Project Director
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	500 S. Figueroa St. Los Angeles, CA 90404
Address	Address
(831)759-6617; snivelyjm@countyofmonterey.gov	213-327-3600; paul_natzke@gensler.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.

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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.

16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

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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 **********

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

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30F2309D718745F... Contracts/Purchasing Officer

Date: 9/27/2024 | 8:02 AM PDT

By: _____ Department Head (if applicable)

Date: _____

By: _____ Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden 0F98C5BE9B6F476... County Counsel

Date: 8/27/2024 | 4:57 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Auditor/Controller

Date: 8/28/2024 | 8:57 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: _____ David Bolton, Risk Manager

Date: _____

CONTRACTOR

M. Arthur Gensler Jr. & Associates, Inc.

M . Arthur Gensler Jr. & Associates, Inc
Contractor's Business Name*

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

Elizabeth Brink, Co-CEO
Name and Title

Date: 8/22/24

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

Greg Richart, Chief Financial Officer
Name and Title

Date: 8/22/2024

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.

[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

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
M. Arthur Gensler Jr. & Associates, Inc. , hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1) Project Understanding

County is looking to develop a Facilities Master Plan ("FMP") that will provide a roadmap for strategic objectives, service delivery, and utilization of real estate and facility assets over the short and long term. The FMP will help guide the effective use of the current real estate portfolio as well as plan for the development of future facilities and identify potential surplus land no longer needed by the County. The FMP will also help define cost projections that will provide a basis for project expenditures and updates to capital improvements planning.

a) The project will include a focus on the following County campuses:
   i) Alisal Government Center
   ii) East Laurel Facility Yard
   iii) Schilling Place Complex
   iv) Monterey Courthouse (Aguajito Road)
   v) The Life Foundation Building (1000 S. Main Street)

b) Additionally, the County's collective properties in and around Natividad Road, East Laurel Drive, and Constitution Boulevard in Salinas will be included in a highest and best use analysis. However, our scope below will help uncover issues for all departments under study, whether they occupy any of the four above campuses or not.

c) Certain departments/divisions and facility types will be excluded from this study. This list initially includes the following, but others may be added as needed:
   i) Parks (part of Public Works, Facilities and Parks)
   ii) Library
   iii) Jails (part of the Sheriff-Coroner)

1) Additional scope details are included in Exhibit B – Gensler Scope of Work

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$525,026** for the performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in the Scope of Services. 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 SERVICES/PAYMENT PROVISIONS

	Fee
Task 1: Project Startup	
1.1 - Team Organization	$2,050
1.2 - Background Materials Collection	$4,350
1.3 - Kickoff Meeting	$5,402
1.4 - Data Collection Methodology Finalization	$3,978
1.5 - County Steering Committee #1: Project Strategies	$16,152
1.6 - Bi-Weekly Meetings	$2,400
Task 1 Total	**$34,332**
Phase 2: Data Collection	
2.1 - Employee Survey	$12,600
2.2 - Department Questionnaire	$8,900
2.3 - Leadership Interviews (30 virtual mtgs)	$23,300
2.4 - Site Tours	$14,500
2.5 - Bi-Weekly Meetings	$3,600
Task 2 Total	**$62,900**
Phase 3: Analysis & Findings	
3.1 - Staffing Projections & Program Development	$11,500
3.2 - Employee Commute Analysis	$7,250
3.3 - Demand and Supply Gap Analysis	$23,900
3.4a - Owned vs. Leased Properties	$10,429
3.4b - Occupancy Cost Analysis	$19,123
3.4c - Real Estate Market Assessment	$21,490
3.4d - Adaptive Reuse and Development Analysis	$9,918
3.4e - Disposition Analysis	$18,860
3.5 - Additional Research and Synthesis	$17,600
3.6 - Steering Committee Workshop #2: Findings	$21,852
3.7 - Bi-Weekly meetings	$6,000
Task 3 Total	**$167,922**
Phase 4: Options Development	
4.1 - Develop Suitable Alternatives	$55,600
4.2 - ROM Construction Cost Estimates	$17,550
4.3 - Financial Analysis	$28,200
4.4 - Steering Committee Workshop #3: Options Review	$22,852
4.5 - Board of Supervisors Presentation Document	$21,800
4.6 - Bi-Weekly Meetings	$4,800
Task 4 Total	**$150,802**
Phase 5: Final Documentation	
5.1 - Draft Facilities Master Plan Report	$50,720
5.2 - Final Facilities Master Plan Report	$21,500
5.3 - Implementation Guide	$18,250
5.4 - Bi-Weekly meetings	$3,600
Task 5 Total	**$94,070**
SERVICES TOTAL	**$510,026**
Estimated Reimbursable Expenses	$15,000
PROJECT TOTAL	**$525,026**

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Funds may be reassigned between line items as needed, provided the total Not to Exceed amount does not exceed $525,026.

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 https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to 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 Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the 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 or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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PROJECT UNDERSTANDING

County of Monterey ("County") is looking to develop a Facilities Master Plan ("FMP") that will provide a roadmap for strategic objectives, service delivery, and utilization of real estate and facility assets over the short and long term. The FMP will help guide the effective use of the current real estate portfolio as well as plan for the development of future facilities and identify potential surplus land no longer needed by the County. The FMP will also help define cost projections that will provide a basis for project expenditures and updates to capital improvements planning.

The project will include a focus on the following County campuses:

- Alisal Government Center
- East Laurel Facility Yard
- Schilling Place Complex
- Monterey Courthouse (Aguajito Road)
- The Life Foundation Building (1000 S. Main Street)

Additionally, the County's collective properties in and around Natividad Road, East Laurel Drive, and Constitution Boulevard in Salinas will be included in a highest and best use analysis.

However, our scope below will help uncover issues for all departments under study, whether they occupy any of the four above campuses or not.

Certain departments/divisions and facility types will be excluded from this study. This list initially includes the following, but others may be added as needed:

- Parks (part of Public Works, Facilities and Parks)
- Library
- Jails (part of the Sheriff-Coroner)

PROJECT APPROACH

Our approach to this study includes a multi-faceted look at the County's real estate, facilities, space utilization, and workplace performance. Early in the study, we will develop a set of consensus-driven guiding principles to help ensure our emerging recommendations are aligned with County goals and priorities. We will craft the final FMP report to best reflect these principles.

Our approach proposes the creation of two main sets of project stakeholders

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- County Project Team: This group is comprised of the key "day to day" members of both the County and Gensler teams. They will meet regularly to guide the project, discuss schedules, help clear hurdles, and provide general oversight as we move through the study.
- County Steering Committee: This group should be comprised of senior County decision-makers (typically minus the County Supervisors) who we will engage several times during the study at key milestones to ensure that issues are thoroughly addressed and decisions made before proceeding from one phase to the next. The makeup of this group will be determined by County staff but can include any combination of the County Administrator (and/or her staff), County executives, and department heads.

We estimate approximately seven to eight months to complete the study, reflected in our scope below. This duration is based on our experience preparing similar facilities master plans for other large California counties and the amount of analysis, stakeholder engagement, and work required to produce a comprehensive report.

PHASE 1: PROJECT STARTUP

The first step of the proposed process allows our team to collect and review pertinent background materials, confirm a process and data collection methodology, and create the project vision. The first phase is intended to provide a mutual understanding of the process and desired outcomes and ensure that all expectations are aligned.

1.1. TEAM ORGANIZATION

The core project leaders will complete general project start-up activities, including the identification and commitment of other individuals from the Consultant team and the County. During this step, the following will be established:

- Gensler Project Team - including an outline of specific roles and responsibilities
- County Project Team - the County's working team who has primary responsibility for the project, including the County's primary point of contact
- County Steering Committee - the departmental liaisons and/or senior stakeholders with whom we will conduct working sessions throughout the project as well as from whom we can collect and qualify macro level data.

1.2. BACKGROUND MATERIALS COLLECTION

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Working with the County's Project Team, we will collect relevant background materials and critical data for review and use throughout the project. Methodologies for acquiring requested data not immediately at-hand will be discussed during the Kickoff Meeting (Task 1.3). The materials to be requested will include, but may not be limited to:

General Information

- Department organization charts and mission statements
- 5-year historic headcount and square footages by department
- County budgets for the last 10 years
- Current approved budget
- Other previous related studies and reports
- Space standards (current and discontinued)
- Real estate indebtedness information
- Floor plans in CAD or PDF format (as needed)
- Site maps, surveys and aerial photos, as available
- GIS data files
- Health Services/ Employment and Human Services customer home address information (anonymous, for GIS analysis)
- Employee home address information (anonymous, for GIS analysis)

Facilities Information

- Current department occupancy by facility (to be validated by Consultant team)
- Operating costs by owned facility
- Existing appraisals and valuations of owned facilities
- Parking: financial, real estate, and debt information; stall counts
- Lease documentation for facilities and parking (existing and projected rent and cost schedule, length of term, number of parking spaces, etc.)
- Facilities condition assessment information

1.3. KICK-OFF MEETING

The Kick-off Meeting provides the opportunity for our broader project team to meet with the County Project Team. The session is intended to be an introduction to and confirmation of the process, as well as a facilitated discussion on the principal goals of the project. Specific activities include reviewing and confirming the following:

- Consensus on project goals, conditions, and priority issues
- Project team roles and responsibilities

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- Project management review meeting schedule (e.g. bi-weekly meetings) and quality assurance tasks
- Scope and reach of project (i.e. within the County)
- Data collection approach and process
- Communication channels
- Key project deadlines and milestones
- Project deliverables
- County Steering Committee member confirmation
- Baseline planning assumptions
- Frequency of requested Executive Summaries

1.4. DATA COLLECTION METHODOLOGY FINALIZATION

Based on the preliminary review of the background information available from the County and direction obtained at the Kick-Off meeting, the Gensler team will begin preparation for several parallel data collection efforts. A detailed description of the anticipated data collection methodology can be found in Phase 2.

1.5. COUNTY STEERING COMMITTEE WORKSHOP #1 - PROJECT STRATEGIES AND VISION

Once the project process is finalized, a Project Strategies Workshop will be conducted with the County Steering Committee. The objective is to discuss the overall potential for the project while creating consensus among key project participants. The intent is to emerge from the meeting with a shared vision and a clear understanding of roles, responsibilities, and expectations for the broader team and members of their departments. Specifically, the meeting will provide an opportunity to align the County Project Team and County Steering Committee visions for the project goals, objectives, process, and outcome. The following topics may be discussed (and others added as needed):

- Explain the overall project, the research process, and expected final outcomes
- Set expectations for the required level of County involvement
- Discuss the issues that County and individual departments are facing (i.e. growth/real estate development requirements, client service delivery changes/challenges, mobile work, budget deficits/constraints, regulatory requirements, inefficient space utilization, parking, etc.)
- Establish preliminary guiding principles for the FMP and overall goals for the project

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- Discuss the role of “hybrid” work in the County workforce and its impact on real estate needs

PHASE 2: DATA COLLECTION

2.1 EMPLOYEE SURVEY

We will begin our data collection process by issuing our proprietary Workplace Performance Survey to County employees (or a subset thereof). This online tool will allow your users of space to directly tell us how their workplace does and does not support their functional needs, both in the office and while working from home. Gensler’s benchmark database also allows the County to compare the performance of its workplace environment to other leading organizations and provides a functional assessment baseline against which pilot studies, future investments and innovations can be measured.

A particular focus of this survey is the employee experience while working from home since the onset of the COVID-19 pandemic. Our research indicates that only one in ten U.S. office workers had worked regularly from home before COVID-19. Gauging your employee experiences will be an important input as we think about and craft the future of the County’s workplace.

2.2 DEPARTMENT QUESTIONNAIRE

We will continue our data collection process by issuing an electronic questionnaire to a representative from each department who is well versed in the quantitative aspects of their respective space and facilities. The questions posed will focus on such issues as:

- Department’s function and mission
- Key workload indicators/drivers
- Projected departmental growth
- Primary locational requirements
- Access / circulation / security needs
- Critical adjacencies with other departments
- Client/visitor requirements
- Ability for staff to work remotely
- Ability to deliver services remotely
- File storage / record management
- Meeting & support space requirements
- Parking – staff & public

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- Pressing/critical issues at the facility level

Once the questionnaires are completed and returned, we will conduct follow-up meetings with each representative to review the results and discuss any key issues in more detail (discussed in the next task).

2.3 SENIOR DEPARTMENT LEADERSHIP INTERVIEWS (UP TO 30)

We will conduct interviews with key department leaders to review the completed questionnaires and discuss high-level qualitative issues. This will provide us with a "view from the top" in terms of the major issues facing County departments. Topics will include:

- Overview and background of department and its mission
- External and internal factors that may drive change in the future
- New organizational and/or business process initiatives being implemented to improve customer service and department performance
- Planned development projects
- Major facilities challenges attendant to space, parking, storage, technology, costs, etc.
- Collocation opportunities and challenges, centralization vs. decentralization, etc.
- Review and clarification of survey answers

Ideally these interviews will take place face-to-face but can be conducted virtually if it makes scheduling easier.

2.4 SITE TOURS

In conjunction with the Leadership Interviews or as a separate effort, we will conduct tours of facilities identified by the County. In preparation for the tours, we will review facility floor plans (as available) along with building condition assessment information provided by the County. During the tours, we will validate layout efficiencies, suitability for the current user, technology, vacancy, overcrowding, storage, and other relevant factors. The results of these assessments will be factored into our options and recommendations.

Optionally, we can expand the site tours to include a more detailed survey of work seat utilization, focused on up to three of your largest office buildings. In order to get a relevant occupancy sample, our team would walk each floor of each building several times a day over the span of a week, noting which seats were occupied, which were

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empty but showed “signs of life”, and which seats looked truly vacant. Conference room utilization would also be captured to gain an understanding of the demand for formal collaboration space.

PHASE 3: ANALYSIS & FINDINGS

Upon completion of the data collection efforts, the Gensler team will analyze the information and conduct a series of interactive work sessions, both internally and with County representatives, to synthesize the collected information.

Our approach to both internal work sessions and meetings with the Steering Committee is to have them be as interactive, inclusive, and focused as possible. During our internal work sessions in particular we make use of all the walls in a virtual “war room” and work through issues in a dynamic setting with all the experts online. In our meetings with the Steering Committee, we will employ virtual collaboration tools through which we garner feedback and additional input as our recommendations take shape.

3.1 STAFFING PROJECTIONS & PROGRAM DEVELOPMENT

To assist in the process of developing useful forecasts for County space, we will first perform an analysis of the relationship between historic County employment and overall population trends. This will give us the historical perspective on growth. We will then compare this trend to the headcount projections provided by departments in our survey form. If the two methods show different results, we will discuss the gap during our Findings Workshop and arrive at a supported growth rate. Appropriate space standards will then be applied to the employee growth forecasts to yield estimated square footage requirements in order to develop a macro program for each department. If County space standards don’t exist or are out of date, we will develop a new set of macro space standards based on current trends and benchmarks.

3.2 EMPLOYEE COMMUTE ANALYSIS

In conjunction with and similar to the Caseload Density Analysis, we will analyze employee home address/zip code information (maintaining all necessary confidentiality requirements) using GIS technology to determine existing commute patterns.

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Employee home locations will also be factored into the criteria for potential consolidation of facilities.

3.3 DEMAND AND SUPPLY GAP ANALYSIS

One of our initial tasks will be to outline the gaps between the existing County supply of facilities and the demands for space dictated by department operations and growth. This analysis will be one of the key drivers in determining the future direction of the County portfolio as we develop master planning options in the next phase. Among other aspects, we will evaluate the potential impact of continued work from home post-pandemic, and how that impacts the amount of space required to house County employees.

3.5 FINANCIAL ANALYSIS

Gensler will develop an understanding of the financial situation related to County real estate and facilities. Specific areas of focus include:

3.4.A OWNED VS. LEASED PROPERTIES

We place great emphasis on lease vs. own dynamics due to many factors, such as escalating market rents, and the impact that OMB Circular A-87 reimbursements can have on the occupancy costs for social service agencies. Line items in our analyses typically include the following on an individual property basis (including parking facilities):

- Facility size (Sq. Ft.)
- Department headcount
- Lease terms and costs
- Cost of capital
- Owned operating expenses
- Owned properties reserves
- Reimbursements

The goal of this inventory is to become familiar with the capital profile of your portfolio, which will inform our occupancy cost analysis during the next task.

3.4.B OCCUPANCY COST ANALYSIS (Optional)

In an effort to establish the most accurate baseline financial data, our team recommends identifying the amount the County currently spends or is obligated to spend on office space, both owned and leased, including all occupancy cost

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components. We will work with appropriate County staff to identify the County's expenditures as well as the source of these funds and their restrictions (e.g. debt obligations, subventions, bond collaterals, compensating balances, etc.). This information will be "matched' with findings from the other data collection activities to begin to formulate issues and opportunities.

By estimating the costs of remaining in County-owned and leased office space, we will identify an "as is" or status quo scenario. We will then create and use an Excel-based cash flow model to estimate the costs to the County over a future period of utilizing the existing owned and leased space, augmented by acquiring space or consolidating as needed to satisfy the County's growth projections. This modeling technique becomes key as we evaluate real estate alternatives later in the study.

3.4.C REAL ESTATE MARKET ASSESSMENT

The team will review recent completed or proposed potentially comparable developments and conduct interviews with local brokers, leasing agents, and developers to help identify product/land use types that would make sense to consider for property potentially no longer needed to accommodate the County workforce. Assuming residential is currently the use most in demand and the most feasible, we will obtain estimates of obtainable rents, operating costs, sales prices, average daily rates, and occupancy rates for the identified land uses/product types. The rental rates or sales prices for residential uses will be mapped as a function of distance to the property to identify how pricing varies by age, type, and size of the housing products and other uses.

3.4.D ADAPTIVE REUSE AND DEVELOPMENT ANALYSIS

The identified development programs for the properties potentially no longer needed for County functions will be used to obtain order-of-magnitude cost estimates for each separate product type and project for the associated properties. The cost categories will include demolition, sitework costs, parking, construction hard costs, and soft costs (e.g., architecture, engineering, municipal fees and other non "bricks and mortar" costs). We will interview developers/builders or construction contractors and utilize our teams cost estimator to obtain perspective about costs.

3.4.E DISPOSITION ANALYSIS

The values that would be supported by the identified alternative uses will be estimated for each separate property that may no longer be needed for County use. For each alternative, the estimated development costs, rents or sales prices, operating expenses,

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marketing costs, financing costs, and capitalized sales values will be estimated. The real estate financial analysis will include preparation of discounted cash flow forecasts and estimates of the total market values of the built space as well as the residual property values.

3.5. ADDITIONAL RESEARCH AND SYNTHESIS

During this activity we will incorporate what we learned from the Project Team Meeting into our analysis. We will also augment what has been learned to date with any additional reconnaissance at County facilities, with specific departments or in further researching relevant workplace and service delivery trends.

3.6 COUNTY STEERING COMMITTEE WORKSHOP #2: FINDINGS

We will facilitate a second meeting with the Steering Committee to present our findings culled from the activities to date. The meeting will focus on the current supply of County facilities, the demand for space based on our surveys and interviews, and the gap between supply and demand, expressed as facility needs. Input from the Steering Committee during this meeting will help our team begin to formulate options and scenarios in the next phase.

PHASE 4: OPTIONS DEVELOPMENT

This phase sets the framework for the Facilities Master Plan by pulling together all of the information obtained in the previous tasks into and presenting County stakeholders.

4.1 DEVELOP SUITABLE ALTERNATIVES

Based on the feedback obtained from the 2nd Steering Committee Workshop, we will develop up to three (3) planning options that address site, programmatic and facility issues for County properties. Staff growth and corresponding space needs, and critical adjacencies and separations, infrastructure and parking will be all illustrated in a series of summary diagrams that both capture the existing conditions and convey growth across the 10-year planning horizon. We will also identify any land or facilities that are not currently projected to be needed for use by County departments. The following aspects will be considered:

- Potential new building location(s)
- Parking,
- Facility condition

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- Security
- Potential "hybrid" work model
- Current and projected space needs
- Current space utilization
- Customer service and office locations
- Organizational and cultural drivers
- Departmental adjacencies
- Service delivery geography
- Staff retention and recruitment
- Sustainable strategies
- Workspace quality

The options will meet functional needs and fiscal realities, ultimately leading to "highest and best use" recommendations that also fulfill the planning and development principles established early on in this engagement. The subsequent models will each take into account the issues of funding source restrictions and projected growth figures. In parallel, we will evaluate strategies for housing the County's workforce, consolidation and collocation opportunities, opportunities for reuse of surplus properties, addressing future service delivery needs, providing adequate parking, and accommodating any projected operational changes.

4.2 ROM CONSTRUCTION COST ESTIMATES

We will develop high-level construction cost estimates for the master plan scenarios being put forward for consideration. Costs will include demolition, site clearance, new builds, renovation, and contingencies. We will also coordinate with the County to better understand costs that might be unique to delivering projects within the County's bureaucracy.

4.3 FINANCIAL ANALYSIS

As alternative development scenarios are conceptualized, we will modify the base case or status quo model to comprehensively portray the capital, operating, and financing costs of alternatives to the status quo. This will include considering enhanced productivity and efficiencies associated with alternatives to the base case or status quo. The potential obtainable values from the disposition of property no longer needed to house the County workforce will be incorporated into the model.

The results of the market analysis and real estate economic analysis in conjunction with the creation and application of the cash flow financial model outlined above will provide a framework for objectively evaluating and comparing alternative solutions for meeting the long-term (e.g., 20-year) workforce occupancy needs of the County. The

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analysis will feed into an assessment of timing and transaction structures of strategic actions required, including probable financing techniques, and funding sources, including the disposition of property to generate funds to facilitate development of municipal space.

4.4 COUNTY STEERING COMMITTEE WORKSHOP #3: OPTIONS REVIEW

During the project process we will determine whether the County Steering Committee will be involved in narrowing the list of alternate scenarios. We have found that including a broader group consistently ensures that the project outcomes will have support from a breadth of staff. However, depending on the size of the Steering Committee, it may be more effective to limit this meeting to the County Project Team. In either event, this meeting will be an active dialogue between the Gensler team and the County about the pros and cons of each alternative. During the meeting, we will together narrow the list of options and build consensus for a particular real estate planning construct that will ultimately form the County Facilities Master Plan.

4.5 BOARD OF SUPERVISORS PRESENTATION DOCUMENT

Gensler will incorporate feedback and direction from Workshop #3 and prepare an Executive Summary document that distills the key findings and recommendations. Gensler is available to present to the Board of Supervisors if requested.

TASK 5: FINAL DOCUMENTATION

All reports prepared by our team will be delivered as an Adobe PDF file, enabling the County to produce hard copies as needed. Gensler will also deliver relevant Excel files, GIS datasets, and other documents created for this project, as requested.

5.1 DRAFT COUNTY FACILITIES MASTER PLAN REPORT

Gensler will document the feedback from the previous Workshop #3 and direction from the Board of Supervisors develop a Draft County Facilities Master Plan Report ("Draft Report") for the County to review. The report will address, among other items, the following:

- Current and Projected Space Needs,
- Customer Service and Office Locations,
- Existing Facility Conditions,
- Organizational and Cultural Drivers,
- Departmental Adjacencies,

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- Service Delivery Geography,
- Staff Retention and Recruitment,
- Quality of the Workspace,
- County Demographic Changes,
- Current and Projected Occupancy Costs,
- Real Estate Markets and the Economy,
- Due Diligence Concerns,
- Financial Considerations,
- Land Consolidation.

5.2 FINAL STRATEGIC FACILITIES PLAN REPORT

Gensler will revise the Draft Report to include all feedback and comments from the County Project Team and develop a Final County Facilities Master Plan ("Final Report"), which will include:

- Executive Summary,
- Project/Process Narrative,
- Planning and Development Principles,
- Existing Conditions summary,
- Program Requirements,
- Options and Recommendations,
- Financial Analysis,
- Development Guidelines/Criteria,
- Costs.

5.3 IMPLEMENTATION GUIDE

Included in the Final Report will be a brief discussion of the activities associated with implementing the County Facilities Master Plan, including:

- An implementation timeline, summarizing activities and potential future expenditures,
- Development priorities,
- Guidelines for future space planning,
- Change management activities to consider.

PROJECT FEE

We are proposing a total project fee of **$510,026** excluding reimbursable expenses. See the attached Fee Schedule for a breakdown of fee by Phase and Task. This amount will not be exceeded without prior written approval by the County.

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REIMBURSABLE EXPENSES

In addition to the above Project Fee, reimbursable expenses will be billed as incurred, not to exceed **$15,000** without prior written approval. Such expenses can include but may not be limited to such items as travel, mileage, lodging, meals, reproduction, etc.

SCHEDULE

We estimate approximately eight months to complete the above scope of services. See the attached Project Schedule for more detail.

PROJECT TEAM

Our combined consultant team includes the following firms:

- Gensler
- Gruen Gruen + Associates (economist)
- KPJ Consulting (cost manager)

Exhibit B - Gensler Scope of Work

Monterey County
Facilities Master Plan
PROJECT SCHEDULE*
August 19, 2024

PHASE	DURATION	2025																														
		September				October					November				December				January					February				March				April				
	Week:	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28
		1	2	3	4	5	6	7	8	9	10	11	12		13	14	15			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Phase 1: Project Startup	**3 Weeks**																																			
Phase 2: Data Collection	**6 Weeks**																																			
Phase 3: Analysis & Findings	**10 Weeks**																																			
Phase 4: Options Development	**8 Weeks**																																			
Phase 5: Final Documentation	**6 Weeks**																																			
Milestones				1																			2							3				4		5

Holiday Week

* Assumes a September 3, 2024 start.

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Milestones:
1. Strategies Workshop
2. Findings Workshop
3. Options Workshop
4. Draft Report Delivered
5. Final Report Delivered

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17095
a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute a Standard Agreement between the County of Monterey and M. Arthur Gensler Jr. & Associates, Inc., to provide a Facilities Master Plan for the County of Monterey in an amount not to exceed amount of $525,026 for a term of September 17, 2024 through September 16, 2027;
b. Authorize the Contracts/Purchasing Officer or their designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, where the additional costs of the Amendments in aggregate do not exceed (10% or $52,503) of the original contract amount of $525,026 bringing the total potential overall Agreement aggregate Not to Exceed amount to $577,529.

PASSED AND ADOPTED on this 24th day of September 2024, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

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 September 24, 2024.

Dated: September 25, 2024
File ID: A 24-445
Agenda Item No.: 33

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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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:
M. Arthur Gensler Jr. & 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 generally provided are described as follows:
Prepare a Facilities Master Plan for the County of Monterey, focusing on the following locations: Alisal Government Center, East Laurel Facility Complex, Schilling Place Complex, Monterey Courthouse (Aguajito) and the Life Foundation (1000 S. Main Street).

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 $525,026.

3. **TERM OF AGREEMENT.** The term of this Agreement is from September 17, 2024 **to** September 16, 2027, 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 - Gensler Scope of Work

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.

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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

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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.

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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.)

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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

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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.

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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.

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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:**
John Snively Administrative Operations Manager	Paul Natzke Project Director
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor Salinas, California 93901-4527	500 S. Figueroa St. Los Angeles, CA 90404
Address	Address
(831)759-6617; snivelyjm@countyofmonterey.gov	213-327-3600; paul_natzke@gensler.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.

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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.

16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

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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 **********

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

COUNTY OF MONTEREY

By: DocuSigned by: Tom Spencer 30F2309D718745F... Contracts/Purchasing Officer

Date: 9/27/2024 | 8:02 AM PDT

By: _____ Department Head (if applicable)

Date: _____

By: _____ Board of Supervisors (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: Signed by: Michael Whilden 0F98C5BE9B6F476... County Counsel

Date: 8/27/2024 | 4:57 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Auditor/Controller

Date: 8/28/2024 | 8:57 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management[3]

By: _____ David Bolton, Risk Manager

Date: _____

CONTRACTOR

M. Arthur Gensler Jr. & Associates, Inc.

M . Arthur Gensler Jr. & Associates, Inc
Contractor's Business Name*

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

Elizabeth Brink, Co-CEO
Name and Title

Date: 8/22/24

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

Greg Richart, Chief Financial Officer
Name and Title

Date: 8/22/2024

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.

[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

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EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
M. Arthur Gensler Jr. & Associates, Inc. , hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1) Project Understanding

County is looking to develop a Facilities Master Plan ("FMP") that will provide a roadmap for strategic objectives, service delivery, and utilization of real estate and facility assets over the short and long term. The FMP will help guide the effective use of the current real estate portfolio as well as plan for the development of future facilities and identify potential surplus land no longer needed by the County. The FMP will also help define cost projections that will provide a basis for project expenditures and updates to capital improvements planning.

a) The project will include a focus on the following County campuses:
   i) Alisal Government Center
   ii) East Laurel Facility Yard
   iii) Schilling Place Complex
   iv) Monterey Courthouse (Aguajito Road)
   v) The Life Foundation Building (1000 S. Main Street)

b) Additionally, the County's collective properties in and around Natividad Road, East Laurel Drive, and Constitution Boulevard in Salinas will be included in a highest and best use analysis. However, our scope below will help uncover issues for all departments under study, whether they occupy any of the four above campuses or not.

c) Certain departments/divisions and facility types will be excluded from this study. This list initially includes the following, but others may be added as needed:
   i) Parks (part of Public Works, Facilities and Parks)
   ii) Library
   iii) Jails (part of the Sheriff-Coroner)

1) Additional scope details are included in Exhibit B – Gensler Scope of Work

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$525,026** for the performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in the Scope of Services. 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 SERVICES/PAYMENT PROVISIONS

	Fee
Task 1: Project Startup	
1.1 - Team Organization	$2,050
1.2 - Background Materials Collection	$4,350
1.3 - Kickoff Meeting	$5,402
1.4 - Data Collection Methodology Finalization	$3,978
1.5 - County Steering Committee #1: Project Strategies	$16,152
1.6 - Bi-Weekly Meetings	$2,400
Task 1 Total	**$34,332**
Phase 2: Data Collection	
2.1 - Employee Survey	$12,600
2.2 - Department Questionnaire	$8,900
2.3 - Leadership Interviews (30 virtual mtgs)	$23,300
2.4 - Site Tours	$14,500
2.5 - Bi-Weekly Meetings	$3,600
Task 2 Total	**$62,900**
Phase 3: Analysis & Findings	
3.1 - Staffing Projections & Program Development	$11,500
3.2 - Employee Commute Analysis	$7,250
3.3 - Demand and Supply Gap Analysis	$23,900
3.4a - Owned vs. Leased Properties	$10,429
3.4b - Occupancy Cost Analysis	$19,123
3.4c - Real Estate Market Assessment	$21,490
3.4d - Adaptive Reuse and Development Analysis	$9,918
3.4e - Disposition Analysis	$18,860
3.5 - Additional Research and Synthesis	$17,600
3.6 - Steering Committee Workshop #2: Findings	$21,852
3.7 - Bi-Weekly meetings	$6,000
Task 3 Total	**$167,922**
Phase 4: Options Development	
4.1 - Develop Suitable Alternatives	$55,600
4.2 - ROM Construction Cost Estimates	$17,550
4.3 - Financial Analysis	$28,200
4.4 - Steering Committee Workshop #3: Options Review	$22,852
4.5 - Board of Supervisors Presentation Document	$21,800
4.6 - Bi-Weekly Meetings	$4,800
Task 4 Total	**$150,802**
Phase 5: Final Documentation	
5.1 - Draft Facilities Master Plan Report	$50,720
5.2 - Final Facilities Master Plan Report	$21,500
5.3 - Implementation Guide	$18,250
5.4 - Bi-Weekly meetings	$3,600
Task 5 Total	**$94,070**
SERVICES TOTAL	**$510,026**
Estimated Reimbursable Expenses	$15,000
PROJECT TOTAL	**$525,026**

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Funds may be reassigned between line items as needed, provided the total Not to Exceed amount does not exceed $525,026.

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 https://www.countyofmonterey.gov/home/showdocument?id=69364. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to 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 Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@countyofmonterey.gov:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@countyofmonterey.gov.

County may, in its sole discretion, terminate the 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 or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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PROJECT UNDERSTANDING

County of Monterey ("County") is looking to develop a Facilities Master Plan ("FMP") that will provide a roadmap for strategic objectives, service delivery, and utilization of real estate and facility assets over the short and long term. The FMP will help guide the effective use of the current real estate portfolio as well as plan for the development of future facilities and identify potential surplus land no longer needed by the County. The FMP will also help define cost projections that will provide a basis for project expenditures and updates to capital improvements planning.

The project will include a focus on the following County campuses:

- Alisal Government Center
- East Laurel Facility Yard
- Schilling Place Complex
- Monterey Courthouse (Aguajito Road)
- The Life Foundation Building (1000 S. Main Street)

Additionally, the County's collective properties in and around Natividad Road, East Laurel Drive, and Constitution Boulevard in Salinas will be included in a highest and best use analysis.

However, our scope below will help uncover issues for all departments under study, whether they occupy any of the four above campuses or not.

Certain departments/divisions and facility types will be excluded from this study. This list initially includes the following, but others may be added as needed:

- Parks (part of Public Works, Facilities and Parks)
- Library
- Jails (part of the Sheriff-Coroner)

PROJECT APPROACH

Our approach to this study includes a multi-faceted look at the County's real estate, facilities, space utilization, and workplace performance. Early in the study, we will develop a set of consensus-driven guiding principles to help ensure our emerging recommendations are aligned with County goals and priorities. We will craft the final FMP report to best reflect these principles.

Our approach proposes the creation of two main sets of project stakeholders

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- County Project Team: This group is comprised of the key "day to day" members of both the County and Gensler teams. They will meet regularly to guide the project, discuss schedules, help clear hurdles, and provide general oversight as we move through the study.
- County Steering Committee: This group should be comprised of senior County decision-makers (typically minus the County Supervisors) who we will engage several times during the study at key milestones to ensure that issues are thoroughly addressed and decisions made before proceeding from one phase to the next. The makeup of this group will be determined by County staff but can include any combination of the County Administrator (and/or her staff), County executives, and department heads.

We estimate approximately seven to eight months to complete the study, reflected in our scope below. This duration is based on our experience preparing similar facilities master plans for other large California counties and the amount of analysis, stakeholder engagement, and work required to produce a comprehensive report.

PHASE 1: PROJECT STARTUP

The first step of the proposed process allows our team to collect and review pertinent background materials, confirm a process and data collection methodology, and create the project vision. The first phase is intended to provide a mutual understanding of the process and desired outcomes and ensure that all expectations are aligned.

1.1. TEAM ORGANIZATION

The core project leaders will complete general project start-up activities, including the identification and commitment of other individuals from the Consultant team and the County. During this step, the following will be established:

- Gensler Project Team - including an outline of specific roles and responsibilities
- County Project Team - the County's working team who has primary responsibility for the project, including the County's primary point of contact
- County Steering Committee - the departmental liaisons and/or senior stakeholders with whom we will conduct working sessions throughout the project as well as from whom we can collect and qualify macro level data.

1.2. BACKGROUND MATERIALS COLLECTION

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Working with the County's Project Team, we will collect relevant background materials and critical data for review and use throughout the project. Methodologies for acquiring requested data not immediately at-hand will be discussed during the Kickoff Meeting (Task 1.3). The materials to be requested will include, but may not be limited to:

General Information

- Department organization charts and mission statements
- 5-year historic headcount and square footages by department
- County budgets for the last 10 years
- Current approved budget
- Other previous related studies and reports
- Space standards (current and discontinued)
- Real estate indebtedness information
- Floor plans in CAD or PDF format (as needed)
- Site maps, surveys and aerial photos, as available
- GIS data files
- Health Services/ Employment and Human Services customer home address information (anonymous, for GIS analysis)
- Employee home address information (anonymous, for GIS analysis)

Facilities Information

- Current department occupancy by facility (to be validated by Consultant team)
- Operating costs by owned facility
- Existing appraisals and valuations of owned facilities
- Parking: financial, real estate, and debt information; stall counts
- Lease documentation for facilities and parking (existing and projected rent and cost schedule, length of term, number of parking spaces, etc.)
- Facilities condition assessment information

1.3. KICK-OFF MEETING

The Kick-off Meeting provides the opportunity for our broader project team to meet with the County Project Team. The session is intended to be an introduction to and confirmation of the process, as well as a facilitated discussion on the principal goals of the project. Specific activities include reviewing and confirming the following:

- Consensus on project goals, conditions, and priority issues
- Project team roles and responsibilities

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- Project management review meeting schedule (e.g. bi-weekly meetings) and quality assurance tasks
- Scope and reach of project (i.e. within the County)
- Data collection approach and process
- Communication channels
- Key project deadlines and milestones
- Project deliverables
- County Steering Committee member confirmation
- Baseline planning assumptions
- Frequency of requested Executive Summaries

1.4. DATA COLLECTION METHODOLOGY FINALIZATION

Based on the preliminary review of the background information available from the County and direction obtained at the Kick-Off meeting, the Gensler team will begin preparation for several parallel data collection efforts. A detailed description of the anticipated data collection methodology can be found in Phase 2.

1.5. COUNTY STEERING COMMITTEE WORKSHOP #1 - PROJECT STRATEGIES AND VISION

Once the project process is finalized, a Project Strategies Workshop will be conducted with the County Steering Committee. The objective is to discuss the overall potential for the project while creating consensus among key project participants. The intent is to emerge from the meeting with a shared vision and a clear understanding of roles, responsibilities, and expectations for the broader team and members of their departments. Specifically, the meeting will provide an opportunity to align the County Project Team and County Steering Committee visions for the project goals, objectives, process, and outcome. The following topics may be discussed (and others added as needed):

- Explain the overall project, the research process, and expected final outcomes
- Set expectations for the required level of County involvement
- Discuss the issues that County and individual departments are facing (i.e. growth/real estate development requirements, client service delivery changes/challenges, mobile work, budget deficits/constraints, regulatory requirements, inefficient space utilization, parking, etc.)
- Establish preliminary guiding principles for the FMP and overall goals for the project

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- Discuss the role of “hybrid” work in the County workforce and its impact on real estate needs

PHASE 2: DATA COLLECTION

2.1 EMPLOYEE SURVEY

We will begin our data collection process by issuing our proprietary Workplace Performance Survey to County employees (or a subset thereof). This online tool will allow your users of space to directly tell us how their workplace does and does not support their functional needs, both in the office and while working from home. Gensler’s benchmark database also allows the County to compare the performance of its workplace environment to other leading organizations and provides a functional assessment baseline against which pilot studies, future investments and innovations can be measured.

A particular focus of this survey is the employee experience while working from home since the onset of the COVID-19 pandemic. Our research indicates that only one in ten U.S. office workers had worked regularly from home before COVID-19. Gauging your employee experiences will be an important input as we think about and craft the future of the County’s workplace.

2.2 DEPARTMENT QUESTIONNAIRE

We will continue our data collection process by issuing an electronic questionnaire to a representative from each department who is well versed in the quantitative aspects of their respective space and facilities. The questions posed will focus on such issues as:

- Department’s function and mission
- Key workload indicators/drivers
- Projected departmental growth
- Primary locational requirements
- Access / circulation / security needs
- Critical adjacencies with other departments
- Client/visitor requirements
- Ability for staff to work remotely
- Ability to deliver services remotely
- File storage / record management
- Meeting & support space requirements
- Parking – staff & public

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- Pressing/critical issues at the facility level

Once the questionnaires are completed and returned, we will conduct follow-up meetings with each representative to review the results and discuss any key issues in more detail (discussed in the next task).

2.3 SENIOR DEPARTMENT LEADERSHIP INTERVIEWS (UP TO 30)

We will conduct interviews with key department leaders to review the completed questionnaires and discuss high-level qualitative issues. This will provide us with a "view from the top" in terms of the major issues facing County departments. Topics will include:

- Overview and background of department and its mission
- External and internal factors that may drive change in the future
- New organizational and/or business process initiatives being implemented to improve customer service and department performance
- Planned development projects
- Major facilities challenges attendant to space, parking, storage, technology, costs, etc.
- Collocation opportunities and challenges, centralization vs. decentralization, etc.
- Review and clarification of survey answers

Ideally these interviews will take place face-to-face but can be conducted virtually if it makes scheduling easier.

2.4 SITE TOURS

In conjunction with the Leadership Interviews or as a separate effort, we will conduct tours of facilities identified by the County. In preparation for the tours, we will review facility floor plans (as available) along with building condition assessment information provided by the County. During the tours, we will validate layout efficiencies, suitability for the current user, technology, vacancy, overcrowding, storage, and other relevant factors. The results of these assessments will be factored into our options and recommendations.

Optionally, we can expand the site tours to include a more detailed survey of work seat utilization, focused on up to three of your largest office buildings. In order to get a relevant occupancy sample, our team would walk each floor of each building several times a day over the span of a week, noting which seats were occupied, which were

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empty but showed “signs of life”, and which seats looked truly vacant. Conference room utilization would also be captured to gain an understanding of the demand for formal collaboration space.

PHASE 3: ANALYSIS & FINDINGS

Upon completion of the data collection efforts, the Gensler team will analyze the information and conduct a series of interactive work sessions, both internally and with County representatives, to synthesize the collected information.

Our approach to both internal work sessions and meetings with the Steering Committee is to have them be as interactive, inclusive, and focused as possible. During our internal work sessions in particular we make use of all the walls in a virtual “war room” and work through issues in a dynamic setting with all the experts online. In our meetings with the Steering Committee, we will employ virtual collaboration tools through which we garner feedback and additional input as our recommendations take shape.

3.1 STAFFING PROJECTIONS & PROGRAM DEVELOPMENT

To assist in the process of developing useful forecasts for County space, we will first perform an analysis of the relationship between historic County employment and overall population trends. This will give us the historical perspective on growth. We will then compare this trend to the headcount projections provided by departments in our survey form. If the two methods show different results, we will discuss the gap during our Findings Workshop and arrive at a supported growth rate. Appropriate space standards will then be applied to the employee growth forecasts to yield estimated square footage requirements in order to develop a macro program for each department. If County space standards don’t exist or are out of date, we will develop a new set of macro space standards based on current trends and benchmarks.

3.2 EMPLOYEE COMMUTE ANALYSIS

In conjunction with and similar to the Caseload Density Analysis, we will analyze employee home address/zip code information (maintaining all necessary confidentiality requirements) using GIS technology to determine existing commute patterns.

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Employee home locations will also be factored into the criteria for potential consolidation of facilities.

3.3 DEMAND AND SUPPLY GAP ANALYSIS

One of our initial tasks will be to outline the gaps between the existing County supply of facilities and the demands for space dictated by department operations and growth. This analysis will be one of the key drivers in determining the future direction of the County portfolio as we develop master planning options in the next phase. Among other aspects, we will evaluate the potential impact of continued work from home post-pandemic, and how that impacts the amount of space required to house County employees.

3.5 FINANCIAL ANALYSIS

Gensler will develop an understanding of the financial situation related to County real estate and facilities. Specific areas of focus include:

3.4.A OWNED VS. LEASED PROPERTIES

We place great emphasis on lease vs. own dynamics due to many factors, such as escalating market rents, and the impact that OMB Circular A-87 reimbursements can have on the occupancy costs for social service agencies. Line items in our analyses typically include the following on an individual property basis (including parking facilities):

- Facility size (Sq. Ft.)
- Department headcount
- Lease terms and costs
- Cost of capital
- Owned operating expenses
- Owned properties reserves
- Reimbursements

The goal of this inventory is to become familiar with the capital profile of your portfolio, which will inform our occupancy cost analysis during the next task.

3.4.B OCCUPANCY COST ANALYSIS (Optional)

In an effort to establish the most accurate baseline financial data, our team recommends identifying the amount the County currently spends or is obligated to spend on office space, both owned and leased, including all occupancy cost

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components. We will work with appropriate County staff to identify the County's expenditures as well as the source of these funds and their restrictions (e.g. debt obligations, subventions, bond collaterals, compensating balances, etc.). This information will be "matched' with findings from the other data collection activities to begin to formulate issues and opportunities.

By estimating the costs of remaining in County-owned and leased office space, we will identify an "as is" or status quo scenario. We will then create and use an Excel-based cash flow model to estimate the costs to the County over a future period of utilizing the existing owned and leased space, augmented by acquiring space or consolidating as needed to satisfy the County's growth projections. This modeling technique becomes key as we evaluate real estate alternatives later in the study.

3.4.C REAL ESTATE MARKET ASSESSMENT

The team will review recent completed or proposed potentially comparable developments and conduct interviews with local brokers, leasing agents, and developers to help identify product/land use types that would make sense to consider for property potentially no longer needed to accommodate the County workforce. Assuming residential is currently the use most in demand and the most feasible, we will obtain estimates of obtainable rents, operating costs, sales prices, average daily rates, and occupancy rates for the identified land uses/product types. The rental rates or sales prices for residential uses will be mapped as a function of distance to the property to identify how pricing varies by age, type, and size of the housing products and other uses.

3.4.D ADAPTIVE REUSE AND DEVELOPMENT ANALYSIS

The identified development programs for the properties potentially no longer needed for County functions will be used to obtain order-of-magnitude cost estimates for each separate product type and project for the associated properties. The cost categories will include demolition, sitework costs, parking, construction hard costs, and soft costs (e.g., architecture, engineering, municipal fees and other non "bricks and mortar" costs). We will interview developers/builders or construction contractors and utilize our teams cost estimator to obtain perspective about costs.

3.4.E DISPOSITION ANALYSIS

The values that would be supported by the identified alternative uses will be estimated for each separate property that may no longer be needed for County use. For each alternative, the estimated development costs, rents or sales prices, operating expenses,

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marketing costs, financing costs, and capitalized sales values will be estimated. The real estate financial analysis will include preparation of discounted cash flow forecasts and estimates of the total market values of the built space as well as the residual property values.

3.5. ADDITIONAL RESEARCH AND SYNTHESIS

During this activity we will incorporate what we learned from the Project Team Meeting into our analysis. We will also augment what has been learned to date with any additional reconnaissance at County facilities, with specific departments or in further researching relevant workplace and service delivery trends.

3.6 COUNTY STEERING COMMITTEE WORKSHOP #2: FINDINGS

We will facilitate a second meeting with the Steering Committee to present our findings culled from the activities to date. The meeting will focus on the current supply of County facilities, the demand for space based on our surveys and interviews, and the gap between supply and demand, expressed as facility needs. Input from the Steering Committee during this meeting will help our team begin to formulate options and scenarios in the next phase.

PHASE 4: OPTIONS DEVELOPMENT

This phase sets the framework for the Facilities Master Plan by pulling together all of the information obtained in the previous tasks into and presenting County stakeholders.

4.1 DEVELOP SUITABLE ALTERNATIVES

Based on the feedback obtained from the 2nd Steering Committee Workshop, we will develop up to three (3) planning options that address site, programmatic and facility issues for County properties. Staff growth and corresponding space needs, and critical adjacencies and separations, infrastructure and parking will be all illustrated in a series of summary diagrams that both capture the existing conditions and convey growth across the 10-year planning horizon. We will also identify any land or facilities that are not currently projected to be needed for use by County departments. The following aspects will be considered:

- Potential new building location(s)
- Parking,
- Facility condition

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- Security
- Potential "hybrid" work model
- Current and projected space needs
- Current space utilization
- Customer service and office locations
- Organizational and cultural drivers
- Departmental adjacencies
- Service delivery geography
- Staff retention and recruitment
- Sustainable strategies
- Workspace quality

The options will meet functional needs and fiscal realities, ultimately leading to "highest and best use" recommendations that also fulfill the planning and development principles established early on in this engagement. The subsequent models will each take into account the issues of funding source restrictions and projected growth figures. In parallel, we will evaluate strategies for housing the County's workforce, consolidation and collocation opportunities, opportunities for reuse of surplus properties, addressing future service delivery needs, providing adequate parking, and accommodating any projected operational changes.

4.2 ROM CONSTRUCTION COST ESTIMATES

We will develop high-level construction cost estimates for the master plan scenarios being put forward for consideration. Costs will include demolition, site clearance, new builds, renovation, and contingencies. We will also coordinate with the County to better understand costs that might be unique to delivering projects within the County's bureaucracy.

4.3 FINANCIAL ANALYSIS

As alternative development scenarios are conceptualized, we will modify the base case or status quo model to comprehensively portray the capital, operating, and financing costs of alternatives to the status quo. This will include considering enhanced productivity and efficiencies associated with alternatives to the base case or status quo. The potential obtainable values from the disposition of property no longer needed to house the County workforce will be incorporated into the model.

The results of the market analysis and real estate economic analysis in conjunction with the creation and application of the cash flow financial model outlined above will provide a framework for objectively evaluating and comparing alternative solutions for meeting the long-term (e.g., 20-year) workforce occupancy needs of the County. The

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analysis will feed into an assessment of timing and transaction structures of strategic actions required, including probable financing techniques, and funding sources, including the disposition of property to generate funds to facilitate development of municipal space.

4.4 COUNTY STEERING COMMITTEE WORKSHOP #3: OPTIONS REVIEW

During the project process we will determine whether the County Steering Committee will be involved in narrowing the list of alternate scenarios. We have found that including a broader group consistently ensures that the project outcomes will have support from a breadth of staff. However, depending on the size of the Steering Committee, it may be more effective to limit this meeting to the County Project Team. In either event, this meeting will be an active dialogue between the Gensler team and the County about the pros and cons of each alternative. During the meeting, we will together narrow the list of options and build consensus for a particular real estate planning construct that will ultimately form the County Facilities Master Plan.

4.5 BOARD OF SUPERVISORS PRESENTATION DOCUMENT

Gensler will incorporate feedback and direction from Workshop #3 and prepare an Executive Summary document that distills the key findings and recommendations. Gensler is available to present to the Board of Supervisors if requested.

TASK 5: FINAL DOCUMENTATION

All reports prepared by our team will be delivered as an Adobe PDF file, enabling the County to produce hard copies as needed. Gensler will also deliver relevant Excel files, GIS datasets, and other documents created for this project, as requested.

5.1 DRAFT COUNTY FACILITIES MASTER PLAN REPORT

Gensler will document the feedback from the previous Workshop #3 and direction from the Board of Supervisors develop a Draft County Facilities Master Plan Report ("Draft Report") for the County to review. The report will address, among other items, the following:

- Current and Projected Space Needs,
- Customer Service and Office Locations,
- Existing Facility Conditions,
- Organizational and Cultural Drivers,
- Departmental Adjacencies,

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- Service Delivery Geography,
- Staff Retention and Recruitment,
- Quality of the Workspace,
- County Demographic Changes,
- Current and Projected Occupancy Costs,
- Real Estate Markets and the Economy,
- Due Diligence Concerns,
- Financial Considerations,
- Land Consolidation.

5.2 FINAL STRATEGIC FACILITIES PLAN REPORT

Gensler will revise the Draft Report to include all feedback and comments from the County Project Team and develop a Final County Facilities Master Plan ("Final Report"), which will include:

- Executive Summary,
- Project/Process Narrative,
- Planning and Development Principles,
- Existing Conditions summary,
- Program Requirements,
- Options and Recommendations,
- Financial Analysis,
- Development Guidelines/Criteria,
- Costs.

5.3 IMPLEMENTATION GUIDE

Included in the Final Report will be a brief discussion of the activities associated with implementing the County Facilities Master Plan, including:

- An implementation timeline, summarizing activities and potential future expenditures,
- Development priorities,
- Guidelines for future space planning,
- Change management activities to consider.

PROJECT FEE

We are proposing a total project fee of **$510,026** excluding reimbursable expenses. See the attached Fee Schedule for a breakdown of fee by Phase and Task. This amount will not be exceeded without prior written approval by the County.

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REIMBURSABLE EXPENSES

In addition to the above Project Fee, reimbursable expenses will be billed as incurred, not to exceed **$15,000** without prior written approval. Such expenses can include but may not be limited to such items as travel, mileage, lodging, meals, reproduction, etc.

SCHEDULE

We estimate approximately eight months to complete the above scope of services. See the attached Project Schedule for more detail.

PROJECT TEAM

Our combined consultant team includes the following firms:

- Gensler
- Gruen Gruen + Associates (economist)
- KPJ Consulting (cost manager)

Exhibit B - Gensler Scope of Work

Monterey County
Facilities Master Plan
PROJECT SCHEDULE*
August 19, 2024

PHASE	DURATION	2025																														
		September				October					November				December				January					February				March				April				
	Week:	2	9	16	23	30	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27	3	10	17	24	3	10	17	24	31	7	14	21	28
		1	2	3	4	5	6	7	8	9	10	11	12		13	14	15			16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32
Phase 1: Project Startup	**3 Weeks**																																			
Phase 2: Data Collection	**6 Weeks**																																			
Phase 3: Analysis & Findings	**10 Weeks**																																			
Phase 4: Options Development	**8 Weeks**																																			
Phase 5: Final Documentation	**6 Weeks**																																			
Milestones				1																			2							3				4		5

Holiday Week

* Assumes a September 3, 2024 start.

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Milestones:
1. Strategies Workshop
2. Findings Workshop
3. Options Workshop
4. Draft Report Delivered
5. Final Report Delivered