

Attachment 3

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ATTACHMENT 3

Amendments Nos. 1 - 9 to A-14097 with
LeSar Development Consultants

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**AMENDMENT # 1
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #2 is entered into this FEBRUARY 20, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2020, 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.


II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.


IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

By: 
Jennifer LeSar,
Chief Executive Officer

Date: 2/5/2020

COUNTY OF MONTEREY

By: 
Michael Derr
Contracts/Purchasing Officer

Date: 2/20/2020

Approved as to form and legality

By: 
Robert Brayer, Deputy County Counsel

Date: 2-11-20

Reviewed as to fiscal provisions:

By: 
~~Gary Giboney, Chief Deputy Auditor~~
Controller *Assistant*

Date: 2/13/2020



Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-14097

Upon motion of Supervisor Parker, seconded by Supervisor Adams and carried by those members present, the Board of Supervisors hereby:

a. Approved an agreement with LeSar Development Consultants for the period August 28, 2018 through February 29, 2020 and not to exceed \$195,100, to provide the technical assistance required to update the County's Affordable Housing Ordinance; and

b. Authorized the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement.

PASSED AND ADOPTED on this 28th day of August 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker 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 81 for the meeting August 28, 2018.

Dated: August 28, 2018
File ID: 18-735

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

A handwritten signature in black ink, appearing to read "Joel G. Pablo", written over a horizontal line. The signature is stylized and includes a large loop at the end.

Joel G. Pablo, Deputy

**AMENDMENT # 2
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #2 is entered into this 1/13/2021 | 3:21 PM PST, 2020 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

- I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:
The term of this Agreement is from August 28, 2018 to December 31, 2021, 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.
- II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.
- III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

SIGNATURES APPEAR ON THE FOLLOWING PAGE.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #1 to the Agreement on the dates set forth below.

CONTRACTOR

DocuSigned by:
By: Jennifer LeSar, Principal
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Jennifer LeSar,
Chief Executive Officer

Date: 12/3/2020 | 10:45 AM PST

COUNTY OF MONTEREY

DocuSigned by:
By: Michael R. Derr
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Michael Derr
Contracts/Purchasing Officer

Date: 1/13/2021 | 3:21 PM PST

Approved as to form and legality

DocuSigned by:
By: Robert I. Brayer, Deputy County Counsel
364F848459FD4C8...
Robert Brayer, Deputy County Counsel

Date: 12/3/2020 | 11:43 AM PST

Reviewed as to fiscal provisions:

DocuSigned by:
By: Gary Giboney
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Gary Giboney, Chief Deputy Auditor
Controller

Date: 12/3/2020 | 11:46 AM PST

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**AMENDMENT #3
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S AFFORDABLE HOUSING ORDINANCE**

THIS AMENDMENT #3 is entered into this 1st day of November 2021 by and between the County of Monterey (herein called "County") and LeSar Development Corporation (herein called "CONTRACTOR").

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance;

WHEREAS, the term of Agreement No. A-14097 is August 28, 2018 through February 29, 2020;

WHEREAS, the term of Agreement No. A-14097 was extended through December 31, 2020 by Amendment #1;

WHEREAS, the term of Agreement No. A-14097 was extended through December 31, 2021 by Amendment #2;

WHEREAS, the County and Contractor need addition time to complete updating the County's Affordable Housing Ordinance and wish to extend the term of Agreement No.: A-14097.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 3.01 of Agreement No. 14097 as amended shall be deleted and replaced in its entirety as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2022, 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.

II. All other terms and conditions of Agreement No.: A-14097 remain unchanged.

III. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement on the dates set forth below.

CONTRACTOR

DocuSigned by:
By: Jennifer LeSar, Principal
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Jennifer LeSar,
Chief Executive Officer

Date: 11/2/2021

COUNTY OF MONTEREY

DocuSigned by:
By: Debra R. Wilson
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Debra R. Wilson, PhD
Acting Contracts/Purchasing Officer

Date: 11/4/2021

Approved as to form and legality

DocuSigned by:
By: Kristi Markey
C21D52A9D63041C...
Kristi Markey, Deputy County Counsel

Reviewed as to fiscal provisions:

DocuSigned by:
By: Gary Giboney
D3834BFECT08449...
Auditor-Controller's Office



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 John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-14097; Amendment No. 4

- a. Consider approving Amendment Number 4 to Agreement No. A-14097 with LeSar Development Consultants to increase the maximum not to exceed amount by \$64,590 for a new not to exceed amount of \$259,600.00 to provide additional technical assistance to prepare a non-residential linkage fee analysis and recommendations in support of updating the County’s Inclusionary Housing Ordinance; and
- b. Authorize the County Contracts/Purchasing Officer to execute the Agreement and any amendments which do not alter the scope of work or increase the amount payable on the Agreement

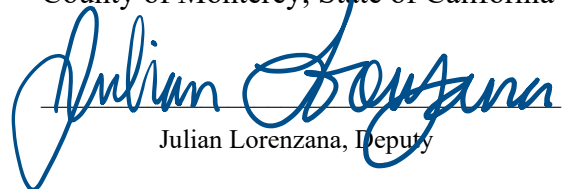
PASSED AND ADOPTED on this 24th day of May 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting May 24, 2022.

Dated: May 27, 2022
File ID: 22-408
Agenda Item No.: 44

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


Julian Lorenzana, Deputy

**AMENDMENT No. 4
TO THE
AGREEMENT NUMBER A14-097 BETWEEN
COUNTY OF MONTEREY
And
LESAR DEVELOPMENT CORPORATION
to
PROVIDE TECHNICAL ASSISTANCE REQUIRED TO
UPDATE THE COUNTY'S INCLUSIONARY HOUSING ORDINANCE**

THIS AMENDMENT No. 4 is entered into this 9/1/2022 by and between the County of Monterey (County) and LeSar Development Corporation (CONTRACTOR).

WHEREAS, the Board of Supervisors approved Agreement No. A-14097 (Agreement) between the County of Monterey and LeSar Development Corporation to provide technical assistance required to update the County's Affordable Housing Ordinance, which is codified at Chapter 18.40 of the Monterey County Code;

WHEREAS, the term of the Agreement was originally August 28, 2018 through February 29, 2020;

WHEREAS, the term of the Agreement was extended through December 31, 2020 by Amendment No. 1;

WHEREAS, the term of the Agreement was extended through December 31, 2021 by Amendment No. 2;

WHEREAS, the term the Agreement was extended through December 31, 2022 by Amendment No. 3;

WHEREAS, the County and Contractor want to expand the scope of work to include the preparation of a Commercial and Industrial Linkage Fee;

WHEREAS, the County and Contractor wish to increase the maximum amount of the Agreement to include the costs associated with preparing the necessary nexus study that could support the adoption of a new non-residential linkage fee.

NOW, THEREFORE, it is agreed between the parties hereto that:

I. Paragraph 2.01 of the Agreement shall be deleted and replaced in its entirety as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A.2**, 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 **\$259,600**.

II. Exhibit A.2 – Detailed Scope of Work and Payment Schedule which amends the former Exhibit A.1 by adding task: Phase 5.4.2.1, Preparation of a Non-Residential Linkage Fee Analysis and Recommendations.

The Non-Residential Linkage Fee Analysis shall be prepared as more fully described in Keyser Marston Associates October 22, 2021, Proposed Scope of Services to Prepare Revenue Estimate and Preliminary Cost Estimate: Nexus Study and Optional Services to Support Adoption of a New Non-Residential Affordable Housing Fee Program (Commercial Linkage Fee).

The Keyser Marston Associates proposal shall be incorporated as Exhibit D of this Agreement.

- III. All other terms and conditions of the Agreement remain unchanged.
- IV. A copy of this AMENDMENT shall be attached to the original Subrecipient Agreement, dated August 28, 2018.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment #3 to the Agreement on the dates set forth below.

CONTRACTOR

COUNTY OF MONTEREY

DocuSigned by:
 By: Jennifer LeSar
 Jennifer LeSar,
 Chief Executive Officer

DocuSigned by:
 By: Angelica Kuelas
 Contracts/Purchasing Officer

Date: 4/20/2022

Date: 9/1/2022

Approved as to form and legality
 DocuSigned by:
 By: Kristi Markey 4/20/2022
 Kristi Markey, Deputy County Counsel

Reviewed as to fiscal provisions:
 DocuSigned by:
 By: Burcu Mousa 4/26/2022
 Auditor-Controller's Office

- Exhibit A – Scope of Services / Payment Provisions
- Exhibit A.2 – Detailed Scope of Work and Payment Schedule
- Exhibit B – RFP #10650 for Inclusionary Housing Ordinance
- Exhibit C – LeSar Development Consultants Response to RFP #10650
- Exhibit D – Keyser Marston Associates Proposed Scope of Services to Prepare Revenue Estimate

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**RESOLUTION GRANTING SIGNING AND AUTHORITY
TO CONDUCT BUSINESS**

FOR

LeSAR DEVELOPMENT CONSULTANTS

Dated as of: December 16, 2016

The undersigned, being the sole member of the Board of Directors of LeSAR DEVELOPMENT CONSULTANTS, a corporation organized under the General Corporation Law of California, does hereby consent to take the following actions and adopt the following resolutions without a formal meeting:

RESOLVED, that Jennifer LeSar is hereby authorized and approved to grant signing authority and authority to conduct business to Catherine A. Romanas, Director of Operations. The foregoing signing and authority granted shall include, but shall not be limited to, the execution of contracts, obligations, certifications, and other instruments entered into by this Corporation.

The undersigned hereby certifies that this resolution is now in full force and effect without modification or rescission.

This consent is executed pursuant to Section 307(b) of the CORPORATIONS CODE of the State of California, and Section 13 of Article III of the Bylaws of this corporation, which authorize the taking of action by the Board of Directors by written consent without a meeting.

Dated as of: December 16, 2016


Jennifer LeSar

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Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revised Deliverable Due Date	Maximum Billable
5	Contract Approval by Board of Supervisors	7/24/2018			\$5,520
5.0.1	Kick-off Meeting with Primary Team Members	9/7/2018			
5.0.2	Finalize Workplan, Timeline, and Milestones; ongoing project management	9/10/2018			
5.2	Review of Current Ordinance				\$3,605
5.2.1	Examine current inclusionary requirements, Ordinance, and Guidelines including incentives	9/22/2018	2/5/2019		
5.2.2	Evaluate Ordinance against state laws and court decisions	9/22/2018	2/5/2019		
5.3	Examination of Data				\$27,545
5.3.1	Cost to produce affordable housing vs. market rate housing	10/22/2018	2/5/2019		
5.3.2	Existing market demand for affordable housing and market rate housing	10/22/2018	2/5/2019		
5.3.3	Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households	10/22/2018	2/5/2019		
5.4	Affordable Housing Nexus Studies				
5.4.1	Methodology and assumptions	11/21/2018			
5.4.2	Economic analysis (<i>aka Affordable Housing Nexus Study</i>)	11/21/2018	2/5/2019		\$36,855
5.4.2.1	Commercial & Industrial Linkage Fee Analysis & Recommendations			8/31/2022	\$64,590
5.4.3	Identification of impacts	11/21/2018			
5.4.4	Compliance recommendations consistent with the requirements of AB1505 including In-lieu fee, land dedication, off-site construction, and acquisition and rehabilitation of existing units	11/21/2018	2/5/2019		
5.4.5	Administration draft review prior to public draft	11/21/2018			
5.5	Conclusions and Recommendations				\$41,745
5.5.1	Identify incentives and alternatives	4/11/2019	9/4/2020		
5.5.2	Financial benefits, costs and impacts of incentives	4/11/2019	9/4/2020		
5.5.3	Process for annually adjusting In-Lieu Fee Schedule	4/11/2019	9/4/2020		
5.5.4	Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices	4/11/2019	9/4/2020		
5.5.5	Draft Inclusionary Housing Ordinance	6/10/2019	9/4/2020		
5.6	Citizen Participation & Outreach				\$41,770
5.6.1	One (1) resource meeting with local housing and community development stakeholders, including housing developers	4/10/2019	10/8/2020		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	10/16/2020		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete		
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete		
5.6.2.a	Two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further factfinding and outreach	6/9/2019	TBD		

Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

<u>Phase</u>	<u>Deliverable Description</u>	<u>Deliverable Due Date</u>	<u>5/1/20 Revised Deliverable Due Date</u>	<u>2/24/22 Revised Deliverable Due Date</u>	<u>Maximum Billable</u>
5.6.3	One Housing Advisory Commission meeting as a kick-off	9/12/2018			
5.6.4	One Board of Supervisors meeting as a kick-off	9/11/2018	2/5/2019		
5.6.4.1.a	Board of Supervisors Meeting for Policy Direction (staff report & attachments due for internal review)		6/5/2020		
5.6.4.1.b	Board of Supervisors Meeting for Policy Direction (staff review comments due)		6/19/2020		
5.6.4.1.b	Board of Supervisors Meeting for Policy Direction (County staff only)		7/7/2020		
5.6.5	Obtain public input, plan, coordinate, publicize and conduct through an online / website survey	4/10/2019			
5.7	Board of Supervisors, Planning Commission & Housing Advisory Committee				\$29,970
5.7.1	Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee	6/10/2019	Delete		
5.7.2	Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee	7/10/2019	12/9/2020		
5.7.3.1	Affordable Housing Nexus Study Presented to BoS		2/5/2019		
5.7.3.a	Planning Commission Staff Report and Documents Due		1/6/2021		
5.7.3.b	Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission	8/7/2019	1/20/2021		
5.7.4.b	Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors	9/17/2019	3/2/2021		
5.7.5	In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting	Ongoing			
5.7.6	County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation.	Ongoing			
5.8	Deliverables				
5.8.1.1	Plan for Public Participation	9/10/2018			
5.8.1.2.a	Administrative Draft Affordable Housing Ordinance and Administrative Manual	6/10/2019	11/2/2020		
5.8.1.2.b	Staff Comments on Admin. Draft Ordinance and Admin. Manual Due		11/9/2020		
5.8.1.3	Intentionally Left Blank				
5.8.1.4	Public Review Draft Affordable Housing Ordinance and Administrative Manual	7/1/2019	11/20/2020		
5.8.1.5	Final Draft Affordable Housing Ordinance and Administrative Manual for Board of Supervisors Consideration	8/17/2019	12/18/2020		
5.8.1.6	Final Affordable Housing Ordinance and Administrative Manual as Adopted by Board of Supervisors	9/27/2019			
5.9	Other Expenses				\$8,000

Exhibit A.2

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
 Detailed Scope of Services Deliverable and Payment Schedule

<u>Phase</u>	<u>Deliverable Description</u>	<u>Deliverable Due Date</u>	<u>5/1/20 Revised Deliverable Due Date</u>	<u>2/24/22 Revised Deliverable Due Date</u>	<u>Maximum Billable</u>
	Reimbursable Expenses as Incurred (milage, parking, translation services, printing, etc.)				
	Total Amount Payable Under Agreement				<u>\$259,600</u>

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Memorandum

To: Erik Lundquist and Darby Marshall, County of Monterey

From: Farzad Mashhood and Craig Adelman, LeSar Development Consultants

Date: January 6, 2022

Re: Monterey County Inclusionary Housing Ordinance Update Scope of Work Change

This memo details a recommended change to LeSar Development Consultants' scope of work with Monterey County to provide technical assistance to update the county's inclusionary housing ordinance. The county first engaged LeSar in August 2018. LeSar and its consultant team of Keyser Marston Associates (KMA) and Goldfarb & Lipman LLP (GL) completed the initial review and analysis of the county's inclusionary ordinance in 2019. Various matters delayed the County's continued engagement until June 2021. Since Monterey County reengaged LeSar to move forward with stakeholder and community outreach as part of its Inclusionary Housing Ordinance update process, County leadership have also determined a desire to examine the potential for a nonresidential linkage fee. LeSar has prepared this memo to detail the additional work and contract amendments needed for a nonresidential nexus fee study.

KMA will lead the effort to study a nonresidential linkage fee. KMA's cost estimate for the nonresidential fee study is attached. While the estimate does not include expected costs for public meetings, presentations, and other meetings associated with the adoption process, we believe the existing budget has sufficient funds to cover these potential costs. The estimate also does not include a community engagement process for the nexus study, which the County staff are not requesting.

Therefore, we propose amending the county's contract with LeSar to include the following task and budget, based on KMA's cost estimate:

Task	Description	Cost
5.8 Nonresidential nexus study (including additional analyses to support fee recommendations)	Provide nexus analysis to support adoption of a new non-residential affordable housing fee.	\$64,500

Moreover, LeSar and county staff have created a stakeholder and community outreach strategy, detailed in the November 2021 document entitled "Updated Community Outreach Plan for Monterey County Inclusionary Housing Ordinance Update," attached to this memo. LeSar has determined the existing contract has adequate funding for the revised outreach strategy for the inclusionary housing ordinance update. This community engagement is specific to the inclusionary housing ordinance update; as noted earlier, the nonresidential nexus study will not include a community engagement process.

PRELIMINARY COST ESTIMATE
NEXUS STUDY AND OPTIONAL SERVICES TO SUPPORT ADOPTION OF A NEW NON-RESIDENTIAL
AFFORDABLE HOUSING FEE PROGRAM (COMMERCIAL LINKAGE FEE)
KEYSER MARSTON ASSOCIATES, INC.

TASK / DELIVERABLE	DESCRIPTION	COST ESTIMATE
A. Non-Residential Nexus Study		
1. Project Initiation		\$4,000
2. Building Type Selection & Market Context		\$6,000
3. Nexus Analysis	Provide nexus analysis to support adoption of a new non-residential affordable housing fee.	\$15,000
4. Affordability Gap and Maximum Fees		\$4,000
5. Nexus Report		\$8,000
Total Nexus Study		\$37,000
B. Optional Analyses to Support Fee Recommendations		
1. Commercial Linkage Fees in other jurisdictions	Provide information on other commercial linkage fee programs, with a focus on nearby and comparable jurisdictions.	\$3,000
2. Total Development Costs	Estimate total development costs for various non-residential project types and estimate the impact fees at a range of levels would have on project costs to assist in understanding the likelihood that fees will influence development decisions.	\$12,000
3. Stakeholder interviews	Interview commercial developers to provide context regarding commercial development conditions and prepare a summary of feedback.	\$4,000
4. Total Fees and Permits Comparison	Identify total impact fees for a range of new non-residential development types in the unincorporated County and in selected comparison communities.	\$8,500
5. Public meetings, presentations, and other adoption process support		TBD
Total Optional Services		\$27,500
C. Grand Total with all Optional Services		\$64,500

Note: estimate is preliminary and subject to refinement as the project scope is further defined.



Updated Community Outreach Plan for Monterey County Inclusionary Housing Ordinance Update

November 2021

LeSar Development Consultants (LDC) is pleased to provide this revised overview of our proposed approach for engaging and receiving feedback from the Monterey County community on the County's proposed updates to its Inclusionary Housing Ordinance (IHO). This overview compiles with the County Staff's request to shorten the timeline by one month and complete community outreach by March 2022.

Outreach Goals

To engage the Monterey County community effectively as possible on proposed changes to the IHO, which applies in unincorporated areas only, LDC is leading a primarily online engagement process. The goal of the outreach will be to engage community members on the current IHO and proposed changes to it. The Board of Supervisors selected the "Involve" level of community engagement, in which the County's Community Engagement Guide explains invites the public into the process, often from the beginning, and is provided multiple opportunities for input. The community is not the ultimate decision maker and "there is no expectation of building consensus or providing the public with any sort of high-level influence over the decision."¹

To reach a broad population, LDC is recommending a series of outreach activities, including meetings with individual stakeholder groups, video and written material explaining the current IHO and proposed changes to it, an online survey to receive community feedback, online community meetings held at different times of day, and one in-person outreach meeting.

Desired Outcomes

- Reach a broad and representative population of Monterey County residents interested in providing feedback on proposed updates to the County's IHO
- Build on collaborative relationships with community stakeholders interested in the County's IHO
- Engagement on County housing needs and the role of the IHO in meeting those needs
- Educating and informing the Monterey County community on IHO and other housing issues

Approach Summary

LDC is proposing a multi-faceted outreach strategy that exceeds the minimum outreach requirements with innovative tools and technology, key stakeholder briefings, and partnership with Board of Supervisor offices. This approach ensures a wide range of available public meetings to provide feedback, but also opportunities for those who are not able to attend such meetings to give feedback. By providing access to an online survey, recorded presentation about the proposed changes to the IHO, and other materials, this outreach approach ensures community members can provide their input without the need to attend a scheduled meeting.

¹ County Community Engagement Guide, <http://monterey.legistar.com/gateway.aspx?M=F&ID=66bdeb6a-cd52-4178-9e0c-8bdd7caa77f0.pdf>

Online and in-person public meetings will include opportunities for residents from each Supervisorial district to meet in breakout sessions and provide feedback. Key stakeholders, moreover, will be engaged in one-on-one meetings. This plan also leverages the community connections of Board offices by inviting those elected officials to share invitations to public meetings and the survey.

October – December 2021: Develop survey, video, content for presentation, reach out to stakeholders to schedule one-on-one meetings

December 2021 – January 2022: Hold one on one meetings with stakeholders, county/board offices post survey, schedule for outreach meetings, etc.

February 2022 – March 2022: Hold 5 community outreach meetings

April 2022: Summarize and deliver outreach feedback

Approach Detail

1. Develop outreach materials

LDC will develop different outreach materials for County staff to make publicly available. This will include the following materials:

- 5- to 10-minute presentation on key community information and the proposed changes to the IHO, encouraging viewers to provide feedback through the survey
- Survey soliciting input on the proposed changes to IHO
- Flyer with overview of IHO and proposed changes and dates for community meetings to give feedback

The presentation will be recorded as a video in both English and Spanish. It can be posted on the County website and other online channels, with a link to the survey included. The flyer will also direct people to the video presentation and survey. These materials will be developed in the early stages of this scope of work to ensure their wide availability well before community meetings are conducted in the following calendar year.

2. Reach out to key stakeholders

LDC will reach out to County-identified stakeholders to provide an overview of proposed changes to the IHO, answer questions, and accept feedback. In these targeted conversations, stakeholders will also be able to provide feedback and support for the outreach process, so it is appropriately responsive to their constituents. LDC will also provide outreach materials to Board of Supervisors offices and invite those elected officials to reach out to their constituents. Supervisors will have close connections to each of their districts and can provide a key avenue to reaching community members, for example through newsletters or other mailings provided to constituents.

3. Conduct community outreach meetings

LDC will schedule five community outreach meetings from February and March 2022. The dates will include one in-person event, one event on a Saturday, two events on weeknights, and two events on weekdays during business hours. These availabilities will be spread out throughout the two-month period to ensure a wide range of possible times community members may attend such meetings. Moreover, by having had access to a video presentation and online survey, many community members will likely already have provided their valuable feedback. The community meetings will include plenary sessions with a presentation on key community information and proposed changes to the IHO.

The meetings may include breakout sessions to allow for smaller group discussion and feedback, including by Supervisorial district.

4. Summarize outreach feedback

LDC will review input from the stakeholder meetings, online survey, and five community meetings and provide a summary of key input. The survey will remain available throughout the outreach process, from December to March. Detailed survey results and notes from stakeholder interviews and community meetings will be provided as well.

Implementation Work Plan

#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
1	Develop outreach materials				
	a. Create list of stakeholders and draft initial outreach email	LDC/County staff	11/10/21		
	b. Draft survey questions	LDC	12/1/21		Survey will be delivered primarily online but will be able available in a printable format as well
	c. Draft 5- to 10-minute presentation about proposed IHO changes and record video	LDC	Presentation draft: 12/1/21 Presentation finalized: 12/29/21 Presentation recorded: 1/10/22		Presentation and video will be available in English and Spanish
	d. Schedule five outreach meetings, including at least one in person, one on a Saturday, two on weeknights, and two on weekdays during business hours.	LDC/County staff	12/15/21		LDC will work with County staff to identify need and capacity for Spanish interpretation
	e. Outreach flyer	LDC	Draft: 12/29/21 Final flier: 1/10/22	Flyer content dependent on approved presentation content	Material will be available in English and Spanish
	f. Post outreach meeting information, video presentation, and	County staff	1/12/22		

#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
	online survey on county websites				
2	Reach out to key stakeholders				
	a. Invite selected stakeholder groups, identified by County staff, to one-on-one meetings with LDC/County staff to discuss proposed IHO changes and outreach method	LDC/County staff	11/17/21		Organizations already identified include Monterey Bay Economic Partnership, LandWatch, and others
	b. Invite Board offices to share information with constituents through regular newsletters, mailers, etc.	LDC/Board offices	1/12/22	Outreach dependent on Board office action	Make materials, including survey, available as printable PDFs so Board offices may choose to mail printed materials.
	c. Meet with selected stakeholder groups for 30-minute one-on-one sessions	LDC/County staff	1/21/22		Plan to hold stakeholder meetings in December with January reserved for overflow if unable to schedule in December.
3	Conduct community outreach meetings				
	a. Develop outreach meeting content	LDC	1/31/22		Content will be based on video presentation
	b. Hold 5 outreach meetings	LDC/County staff	3/31/22	Meeting dates TBD	Possible breakout sessions for each Sup. district. Aim to include one in-person meeting as

#	Deliverables/Tasks	Responsible Parties	Due Date	Dependencies	Notes
					well as one weekend day, two weekdays, and two weeknights.
4	Summarize outreach feedback				
	a. Summarize feedback from the stakeholder interviews	LDC	2/16/22		
	b. Summarize feedback from survey responses	LDC	4/13/22		
	c. Summarize feedback from community meetings	LDC	4/13/22		

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**AMENDMENT NO. 5 TO
STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION**

THIS AMENDMENT NO. 5 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (“County”), and LeSar Development Corporation (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097, including Exhibit A-1, with the County on August 28, 2018 to provide technical assistance required to update the County’s Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended on February 20, 2020 (“Amendment No. 1”) to extend the term for eight (8) months to December 31, 2020;

WHEREAS, the Agreement was amended on January 13, 2021 (“Amendment No. 2”) to extend the term for one (1) year to December 31, 2021;

WHEREAS, the Agreement was amended on November 4, 2021 (“Amendment No. 3”) to extend the term for one (1) year to December 31, 2022;

WHEREAS, the Agreement was amended on September 1, 2022 (“Amendment No. 4,” including Exhibit A.2 – Scope of Services) to expand the original scope of the Agreement to add task Phase 5.4.2.1, Preparation of a Non-Residential Linkage Fee Analysis and Recommendations, and increase the amount by \$64,500 for a not to exceed amount of \$259,600;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for one (1) additional year to December 31, 2023 with no increase in the not to exceed amount of \$259,600.

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

1. Amend the first sentence of Paragraph 3.0, TERM OF AGREEMENT, Subparagraph 3.01, to read as follows:

The term of this Agreement is from August 28, 2018 to December 31, 2023 , unless sooner terminated pursuant to the terms of this Agreement.

2. Except as amended herein, all other terms and conditions of the Agreement and Amendment Nos. 1 through 4, including all Exhibits thereto, remain in full force and effect.
3. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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**AMENDMENT NO. 6
TO STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION**

THIS AMENDMENT NO. 6 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (“County”), and LeSar Development Corporation (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097, including Exhibit A-1, with the County on August 28, 2018 to provide technical assistance required to update the County’s Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended to extend the term on February 20, 2020 (“Amendment No. 1”), January 13, 2021 (“Amendment No. 2”), November 4, 2021 (“Amendment No. 3”), September 1, 2022 (“Amendment No. 4”) to expand the original scope of the Agreement and add \$64,500 to the Agreement amount, and October 11, 2022 (“Amendment No. 5”) to extend the term;

WHEREAS, the County has a continued need for services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term six (6) additional months to June 30, 2024 with no increase in the not to exceed amount of \$259,600.

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

1. Amend the first sentence of Paragraph 3.0, TERM OF AGREEMENT, Subparagraph 3.01, to read as follows:

The term of this Agreement is from August 28, 2018 to June 30, 2024, unless sooner terminated pursuant to the terms of this Agreement.

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

**AMENDMENT NO. 7
TO STANDARD AGREEMENT
BETWEEN THE COUNTY OF MONTEREY
AND LeSAR DEVELOPMENT CORPORATION**

THIS AMENDMENT NO. 7 to the Standard Agreement between the County of Monterey, a political subdivision of the State of California (“County”), and LeSar Development Corporation (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097 with the County on September 11, 2018 to provide technical assistance required to update the County’s Affordable Housing Ordinance, which was codified at Chapter 18.40 of the Monterey County Code for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended to extend the term on February 20, 2020 (“Amendment No. 1”); January 13, 2021 (“Amendment No. 2”); November 4, 2021 (“Amendment No. 3”); September 1, 2022 (“Amendment No. 4,” including Exhibit A-1) to expand the original scope of the Agreement and add \$64,500 to the Agreement amount; October 11, 2022 (“Amendment No. 5”) to extend the term, and November 17, 2023 (“Amendment No. 6”);

WHEREAS, additional time is needed for CONTRACTOR to continue to provide services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term one (1) additional year to June 30, 2025 with no increase to the Agreement amount of \$259,600 and no change to the scope of services.

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

1. Amend the first sentence of Paragraph 3.0, Term of Agreement, Subparagraph 3.01, to read as follows:

The term of this Agreement is from August 28, 2018 to June 30, 2025, unless sooner terminated pursuant to the terms of this Agreement.

2. In all places within the Agreement, any reference to County’s email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

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

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

LeSAR DEVELOPMENT CORPORATION

DocuSigned by:
By: Debra Wilson
Contracts/Purchasing Officer

DocuSigned by:
By: Richard Valdez
(Chair, President or Vice President)

Date: 6/6/2024

Richard Valdez, Chief Operations Officer
Name and Title

By: N/A
Craig W. Spencer, Director

Date: 5/30/2024

Date: _____

DocuSigned by:
By: Francesca San Diego
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Approved as to Form

County Counsel

Susan K. Blich, County Counsel

Francesca San Diego, CFO
Name and Title

DocuSigned by:
By: Reed Gallogly
Reed Gallogly, Deputy County Counsel

Date: 6/5/2024

Date: 6/5/2024

Approved as to Fiscal Provisions

DocuSigned by:
By: Jennifer Forsyth
Auditor/Controller

Date: 6/5/2024

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date: _____

*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.

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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 Glenn Church to:

Agreement No.: A-14097 ; Amendment No.: 8

- a. Approve Amendment No. 8 to Standard Agreement A-14097 with LeSar Development Consultants to continue to provide technical assistance required to update the County's Affordable Housing Ordinance; increase the Agreement amount of \$259,600 by \$45,000 for a new not to exceed amount of \$304,600, and extend the term six (6) months to December 31, 2025; and
- b. Authorize the Contracts/Purchasing Officer or designee to execute Amendment No. 8 and future amendments to the Agreement that do not significantly alter the scope of work or increase the approved Agreement amount, subject to review and approval as to form by the Office of the County Counsel and as to fiscal provisions by the Auditor-Controller's Office.

PASSED AND ADOPTED on this 15th day of April 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Daniels

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 April 15, 2025.

Dated: April 16, 2025

File ID: A 25-090

Agenda Item No.: 62

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

Emmanuel H. Santos, Deputy

**AMENDMENT NO. 8
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LESAR DEVELOPMENT CONSULTANTS**

THIS AMENDMENT NO. 8 to Standard Agreement No. A-14097 between the County of Monterey, a political subdivision of the State of California (“County”) and LeSar Development Consultants (“CONTRACTOR”), a California Corporation, is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097 with the County on September 11, 2018 (“Agreement”) to draft the Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual (“Project”) through February 29, 2020, for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended by the Parties on February 20, 2020 (“Amendment No. 1”), January 13, 2021 (“Amendment No. 2”), and November 4, 2021 (“Amendment No. 3”) to extend the term of the Agreement;

WHEREAS, the Agreement was amended by the Parties on September 1, 2022 (“Amendment No. 4” – Exhibit A-2) to expand the Scope of Work to include preparation of a Non-Residential Linkage Fee Analysis and Recommendations and increase the Agreement amount by \$64,590 for a new not to exceed amount of \$259,600;

WHEREAS, the Agreement was amended by the Parties on October 11, 2022 (“Amendment No. 5”), November 17, 2023 (“Amendment No. 6”), and on June 6, 2024 (“Amendment No. 7”) to extend the term of the Agreement;

WHEREAS, additional time and funding are necessary to finish this portion of the Project and finalize the Inclusionary Housing Ordinance;

WHEREAS, the Agreement’s provisions require updating; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term six (6) months to December 31, 2025, and increase the Agreement amount of \$259,600 by \$45,000 for a new not to exceed amount of \$304,600.

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

1. Amend Section 2.0, “Payments Provisions,” second sentence of paragraph 2.01, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$304,600.

2. Amend Section 3.0, "Term of Agreement," first sentence of subsection 3.01, to read as follows:

The term of this Agreement is from August 28, 2018, to December 31, 2025, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Section 4.0, "Scope of Services and Additional Provisions," to add Exhibit A.3, Detailed Scope of Work and Payment Schedule.

4. Amend Section 6.0, "Payment Conditions," to add subsection 6.05, to read as follows:

CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

5. Amend Section 9.0, "Insurance Requirements," subsection 9.02, "Qualifying Insurers," to read as follows:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

6. Amend Section 9.0, "Insurance Requirements," to replace subsection 9.03, "Insurance Coverage Requirements," to read as follows:

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 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.)

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

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

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

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

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

7. Amend Section 9.0, "Insurance Requirements," Paragraph 9.04, "Other Requirements," to replace the third, fourth, and fifth paragraphs with the following:

Additional Insured Status:

The County of Monterey, its officers, officials, employees, 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 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 Agreement, 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 to 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.

Workers’ Compensation Waiver of Subrogation:

The workers’ compensation policy required hereunder shall be endorsed to state that the workers’ compensation carrier waives its right of subrogation against the 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, CONTRACTOR hereby agrees to waive its right of subrogation against the County, its officers, officials, employees, agents, and 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 (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

8. Amend Section 10.0, “Records and Confidentiality,” to add subsection 10.06, “Format of Deliverables,” to read 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 Disability 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/>.

9. Amend Section 11.0, “Non-Discrimination,” of subsection 11.01 to read as follows:

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 to this Agreement shall not be deemed to be prohibited discrimination.

10. Amend Section 13.0, “Independent Contractor,” to read as follows:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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 the County harmless from any and all liability which the County may incur because of CONTRACTOR’s failure to pay such taxes.

11. Amend Section 14.0, “Notices,” to read as follows:

FOR CONTRACTOR
Richard Valdez
845 15th Street, Suite 103
San Diego, CA 92101
ops@lesardevelopment.com

12. Remove subsection 15.08, “Compliance with Applicable Law,” from Section 15.0, “Miscellaneous Provisions.”
13. Renumber subsection 15.09, “Headings,” to 15.08.
14. Renumber subsection 15.10, “Time is of the Essence,” to 15.09.

15. Renumber subsection 15.11, “Governing Law,” to 15.10 and amend to read as follows:

This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16. Renumber subsection 15.12, “Non-exclusive Agreement,” to 15.11.
17. Renumber subsection 15.13, “Construction of Agreement,” to 15.12.
18. Renumber subsection 15.14, “Counterparts,” to 15.13.
19. Renumber subsection 15.15, “Authority,” to 15.14.
20. Renumber subsection 15.16, “Integration,” to 15.15.
21. Renumber subsection 15.17, “Interpretation of Conflicting Provisions,” to 15.16.
22. Insert Section 16.0 titled “Compliance with Applicable Laws,” to read as follows:

16.01 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, HIPPA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

16.02 CONTRACTOR shall report immediately to the 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.

16.03 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.

23. Insert Section 17.0 titled “Consent to Use of Electronic Signatures,” to read as follows:

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 U.S.C. 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 part in person.
24. Amend Exhibit A – Scope of Work/Payment Provisions, Section B, “Payment Provisions,” Paragraph 2, “Contractors Billing Procedures,” to renumber subsections iv) and v) to vi) and vii), respectively.
25. Amend Exhibit A, Scope of Work/Payment Provisions, to add the following under Section B, “Payment Provisions,” Paragraph 2, “Contractors Billing Procedures,” to read as follows:
- iv) Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number 3100*6654, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@countyofmonterey.gov:
- County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
- Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@countyofmonterey.gov.
- v) The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
26. Remove Exhibit A.2 – Detailed Scope of Work and Payment Schedule in its entirety and replace it with Exhibit A.3 – Detailed Scope of Work and Payment Schedule which adds the task Phase 5.4.2.01, Preparation of Updated Economic Analysis and Process for Annually Adjusting In-Lieu Fee Schedule (Phase 5.5.3).

27. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.
28. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
29. This Amendment No. 8 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

LESAR DEVELOPMENT CONSULTANTS

By: DocuSigned by: Tom Spencer
Contracts/Purchasing Officer

By: DocuSigned by: Richard Valdez
(Chair, President or Vice President) *

Date: 4/18/2025

Richard Valdez, Chief Operations Officer
Name and Title

By: N/A
Craig W. Spencer, Director (if applicable)

Date: 3/27/2025

Date: _____

By: Signed by: Francesca San Diego
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

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

Francesca San Diego, Vice President, Finance
Name and Title

By: Signed by: Reed Gallogly
Deputy County Counsel

Date: 3/27/2025

Date: 3/27/2025

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 3/28/2025

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: A-14097

*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.

² Approval by Auditor-Controller is required.

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

Exhibit A.3

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revisied Deliverable Due Date	3/1/25 Deliverable Due Date	Maximum Billable
5	Contract Approval by Board of Supervisors	7/24/2018				\$5,520
5.0.1	Kick-off Meeting with Primary Team Members	9/7/2018			Complete	
5.0.2	Finalize Workplan, Timeline, and Milestones; ongoing project management	9/10/2018			Complete	
5.2	Review of Current Ordinance					\$3,605
5.2.1	Examine current inclusionary requirements, Ordinance, and Guidelines including incentives	9/22/2018	2/5/2019		Complete	
5.2.2	Evaluate Ordinance against state laws and court decisions	9/22/2018	2/5/2019		Complete - 1/16/19	
5.3	Examination of Data					\$27,545
5.3.1	Cost to produce affordable housing vs. market rate housing	10/22/2018	2/5/2019		Partial - 2/5/19	
5.3.2	Existing market demand for affordable housing and market rate housing	10/22/2018	2/5/2019		Partial - 2/5/19	
5.3.3	Current housing options available to very low-, low-, moderate-, workforce I, and workforce II-income households	10/22/2018	2/5/2019		Partial - 2/5/19	
5.4	Affordable Housing Nexus Studies				Partial - 2/5/19	\$45,090
5.4.1	Methodology and assumptions	11/21/2018			Partial - 2/5/19	
5.4.2	Economic analysis (aka Affordable Housinjg Nexus Study)	11/21/2018	2/5/2019		Partial - 2/5/19	\$36,855
5.4.2.01	Preparation of updated economic analysis (aka Affordable Housinjg Nexus Study) - 6% very low-, 6% low-, 8% moderate, & 5% Workforce-Income (150% AMI)				Update - 8/1/25	
5.4.2.1	Commercial & Industrial Linkage Fee Analysis & Recommendations			8/31/2022	Complete - 3/27/23	\$64,500
5.4.3	Identification of impacts	11/21/2018				
5.4.4	Compliance recommendations consistent with the requirements of AB1505 including In-lieu fee, land dedication, off-site construction, and acquisition and rehabilitation of existing units	11/21/2018	2/5/2019		Partially Complete	
5.4.5	Administration draft review prior to public draft	11/21/2018				
5.5	Conclusions and Recommendations					\$41,745
5.5.1	Identify incentives and alternatives	4/11/2019	9/4/2020		Complete	
5.5.2	Financial benefits, costs and impacts of incentives	4/11/2019	9/4/2020		Complete	
5.5.3	Process for annually adjusting In-Lieu Fee Schedule	4/11/2019	9/4/2020		Update - 8/1/25	
5.5.4	Process, assumptions, and schedule for adjusting Inclusionary and Workforce Housing Maximum Sale Prices	4/11/2019	9/4/2020		Complete	
5.5.5	Draft Inclusionary Housing Ordinance	6/10/2019	9/4/2020		Incomplete	
5.6	Citizen Participation & Outreach					\$41,770
5.6.1	One (1) resource meeting with local housing and community development stakeholders, including housing developers	4/10/2019	10/8/2020		Complete	
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	10/16/2020		Complete 2/15/19	
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete			
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete			
5.6.2	One community outreach meeting through LUACs and/or NDRs	4/10/2019	Delete			

Exhibit A.3

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
Detailed Scope of Services Deliverable and Payment Schedule

Phase	Deliverable Description	Deliverable Due Date	5/1/20 Revised Deliverable Due Date	2/24/22 Revisied Deliverable Due Date	3/1/25 Deliverable Due Date	Maximum Billable
5.6.2.a	Two additional community outreach meeting through LUACs and/or NDRs if both parties agree they are necessary for further fact finding and outreach	6/9/2019	TBD		Delete	
5.6.3	One Housing Advisory Commission meeting as a kick-off	9/12/2018			Delete	
5.6.4	One Board of Supervisors meeting as a kick-off	9/11/2018	2/5/2019		Complete - 2/5/19	
5.6.4.1.a	Board of Supervisors Meeting for Policy Direction (staff report & attachments due for internal review)		6/5/2020			
5.6.4.1.b	Board of Supervisors Meeting for Policy Direction (staff review comments due)		6/19/2020			
5.6.4.1.b	Board of Supervisors Meeting for Policy Direction (County staff only)		7/7/2020			
5.6.5	Obtain public input, plan, coordinate, publicize and conduct through an online / website survey	4/10/2019			Complete - 3/22/22	
5.7	Board of Supervisors, Planning Commission & Housing Advisory Committee					\$29,970
5.7.1	Present Public Review Draft of Affordable Housing Nexus Study to the Housing Advisory Committee	6/10/2019	Delete		Incomplete	
5.7.2	Present Draft Inclusionary Housing Ordinance and Administrative Manual to the Housing Advisory Committee	7/10/2019	12/9/2020		Incomplete	
5.7.3.1	Affordable Housing Nexus Study Presented to BoS		2/5/2019		Complete - 2/5/19	
5.7.3.a	Planning Commission Staff Report and Documents Due		1/6/2021		Delete	
5.7.3.b	Present recommendations from Affordable Housing Nexus Study and Draft Inclusionary Housing Ordinance and Administrative Manual to the Planning Commission	8/7/2019	1/20/2021		Delete	
5.7.4.b	Present recommendations from Affordable Housing Nexus Study, Draft Inclusionary Housing Ordinance, and Administrative Manual to the Board of Supervisors	9/17/2019	3/2/2021		Incomplete - 2/5/19	
5.7.5	In addition to the Deliverables outlined below, CONTRACTOR will provide and update PowerPoint presentations for each meeting	Ongoing				
5.7.6	County staff will schedule presentation on agenda and coordinate required notices, agenda posting and agenda packet distribution. County staff will prepare staff report to accompany presentation.	Ongoing				
5.8	Deliverables					
5.8.1.1	Plan for Public Participation	9/10/2018			Complete	
5.8.1.2.a	Administrative Draft Affordable Housing Ordinance and Administrative Manual	6/10/2019	11/2/2020		Complete	
5.8.1.2.b	Staff Comments on Admin. Draft Ordinance and Admin. Manual Due		11/9/2020		Complete	
5.8.1.3	Intentionally Left Blank					
5.8.1.4	Public Review Draft Affordable Housing Ordinance and Administrative Manual	7/1/2019	11/20/2020		Delete	
5.8.1.5	Final Draft Affordable Housing Ordinance and Administrative Manual for Board of Supervisors Consideration	8/17/2019	12/18/2020		Delete	

Exhibit A.3

LeSar Development Consultants - Monterey County Affordable Housing Ordinance
 Detailed Scope of Services Deliverable and Payment Schedule

<u>Phase</u>	<u>Deliverable Description</u>	<u>Deliverable Due Date</u>	<u>5/1/20 Revised Deliverable Due Date</u>	<u>2/24/22 Revised Deliverable Due Date</u>	<u>3/1/25 Deliverable Due Date</u>	<u>Maximum Billable</u>
5.8.1.6	Final Affordable Housing Ordinance and Administrative Manual as Adopted by Board of Supervisors	9/27/2019			<i>Delete</i>	
5.9	Other Expenses Reimbursable Expenses as Incurred (milage, parking, translation services, printing, etc.)					\$8,000
Total Amount Payable Under Agreement						\$304,600

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**AMENDMENT NO. 9
TO STANDARD AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
LESAR DEVELOPMENT CONSULTANTS**

THIS AMENDMENT NO. 9 to Standard Agreement No. A-14097 between the County of Monterey, a political subdivision of the State of California (“County”) and LeSar Development Consultants (“CONTRACTOR”), a California Corporation, is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Standard Agreement No. A-14097 with the County on September 11, 2018 (“Agreement”) to draft the Inclusionary Housing Ordinance and Inclusionary Housing Administrative Manual (“Project”) through February 29, 2020, for an amount not to exceed \$195,100;

WHEREAS, the Agreement was amended by the Parties on February 20, 2020 (“Amendment No. 1”), January 13, 2021 (“Amendment No. 2”), and November 4, 2021 (“Amendment No. 3”) to extend the term of the Agreement;

WHEREAS, the Agreement was amended by the Parties on September 1, 2022 (“Amendment No. 4” – Exhibit A-2) to expand the Scope of Work to include preparation of a Non-Residential Linkage Fee Analysis and Recommendations and increase the Agreement amount by \$64,590 for a new not-to-exceed amount of \$259,600;

WHEREAS, the Agreement was amended by the Parties on October 11, 2022 (“Amendment No. 5”), November 17, 2023 (“Amendment No. 6”), and June 6, 2024 (“Amendment No. 7”) to extend the term of the Agreement without change to the not-to-exceed amount of \$259,600;

WHEREAS, the Agreement was amended by the Parties on April 18, 2025 (“Amendment No. 8” – Exhibit A-3) to expand the Scope of Work, increase the Agreement amount by \$45,000 for a new not-to-exceed amount of \$304,600, extend the term end date six months to December 31, 2025, and update the Agreement’s provisions;

WHEREAS, additional time is necessary to update the financial analysis with the recommended affordability levels and analyze the workforce income level requirements in the 2010 Inland General plan; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term six (6) months to June 30, 2026, with no change to the Agreement amount of \$304,600.

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

1. Amend Section 3.0, "Term of Agreement," first sentence of subsection 3.01, to read as follows:

The term of this Agreement is from September 11, 2018, to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

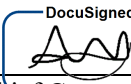
2. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
3. This Amendment No. 9 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

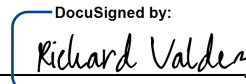
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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

LESAR DEVELOPMENT CONSULTANTS

By: 
Chief Contracts & Procurement Officer

By: 
(Chair, President or Vice President) *

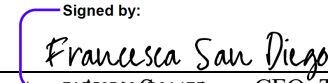
Date: 11/21/2025

Richard Valdez, Chief Operations Officer
Name and Title

By: N/A
Craig W. Spencer, Director (if applicable)

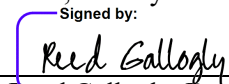
Date: 11/7/2025

Date: _____

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

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


Francesca San Diego, Vice President, Finance
Name and Title

By: 
Reed Gallogly, Deputy County Counsel

Date: 11/14/2025

Date: 11/19/2025

Approved as to Fiscal Provisions²

By: 
Auditor/Controller

Date: 11/20/2025

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management³

By: N/A
David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: A-14097 approved on August 28, 2018

*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 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 (Code, §17703.01, subs. (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 County Counsel is required.

² Approval by Auditor-Controller is required.

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

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