

# **ATTACHMENT A**

Draft Amendment No. 8 to  
Standard Agreement A-14097  
with LeSar Development Corporation

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**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 15<sup>th</sup> Street, Suite 103  
 San Diego, CA 92101  
[ops@lesardevelopment.com](mailto: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](mailto:194-HCD-Finance@countyofmonterey.gov):
- County of Monterey  
Housing and Community Development (HCD) – Finance  
1441 Schilling Place, South 2<sup>nd</sup> 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](mailto: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.

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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: \_\_\_\_\_  
Contracts/Purchasing Officer

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

Date: \_\_\_\_\_

Richard Valdez, Chief Operations Officer

Name and Title

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

Date: 3/27/2025

Date: \_\_\_\_\_

Signed by:  
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

Signed by:  
By: Reed Gallogly  
Reed Gallogly  
Deputy County Counsel

Date: 3/27/2025

Date: 3/27/2025

**Approved as to Fiscal Provisions**

Signed by:  
By: Patricia Ruiz  
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.

<sup>1</sup> Approval by County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required.

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

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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 Revised 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 Housing 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 Housing 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

<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>
5.6.2.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			Delete	
5.9	Other Expenses					\$8,000
	Reimbursable Expenses as Incurred (milage, parking, translation services, printing, etc.)					
Total Amount Payable Under Agreement						<u>\$304,600</u>

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