



## Monterey County Board of Supervisors

### Board Order

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

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

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

#### **Agreement No.: A-17095**

- a. Approve and authorize the Contracts/Purchasing Officer or their designee to execute a Standard Agreement between the County of Monterey and M. Arthur Gensler Jr. & Associates, Inc., to provide a Facilities Master Plan for the County of Monterey in an amount not to exceed amount of \$525,026 for a term of September 17, 2024 through September 16, 2027;
- b. Authorize the Contracts/Purchasing Officer or their designee to execute, subject to prior review and approval as to form by the Office of the County Counsel-Risk Management, up to two (2) additional amendments to this Agreement, where the additional costs of the Amendments in aggregate do not exceed (10% or \$52,503) of the original contract amount of \$525,026 bringing the total potential overall Agreement aggregate Not to Exceed amount to \$577,529.

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

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

NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting September 24, 2024.

Dated: September 25, 2024

File ID: A 24-445

Agenda Item No.: 33

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



Emmanuel H. Santos, Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

This Professional Services Agreement (“Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter “County”) and:  
**M. Arthur Gensler Jr. & Associates, Inc.**  
 \_\_\_\_\_,  
 (hereinafter “CONTRACTOR”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services generally provided are described as follows:  
**Prepare a Facilities Master Plan for the County of Monterey, focusing on the following locations:**  
**Alisal Government Center, East Laurel Facility Complex, Schilling Place Complex, Monterey**  
**Courthouse (Aguajito) and the Life Foundation (1000 S. Main Street).**
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$525,026**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from **September 17, 2024** to **September 16, 2027**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services/Payment Provisions**

**Exhibit B - Gensler Scope of Work**

**5. PERFORMANCE STANDARDS.**

- 5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR’s agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

- 5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6. PAYMENT CONDITIONS.

- 6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
- 6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## 7. TERMINATION.

- 7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

## 8. INDEMNIFICATION.

- 8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any

other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

**8.02 Indemnification for Design Professional Services Claims:**

CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

**8.03 Indemnification for All Other Claims or Loss:**

For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

**9. INSURANCE.**

**9.01 Evidence of Coverage:**

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

**9.02 Qualifying Insurers:**

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M.

Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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

Auto Liability Coverage: must include all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

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

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

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

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

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

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

#### 9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

#### Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

#### Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

#### Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days

after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

- 11. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
- 12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
- 13. COMPLIANCE WITH APPLICABLE LAWS.**
- 13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
  - 13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.
  - 13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.
- 14. INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.



15. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

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

16. **MISCELLANEOUS PROVISIONS.**

- 16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 16.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.14 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

## 17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC Section 7001 *et seq.*; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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

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

### COUNTY OF MONTEREY

DocuSigned by:

By:

*Tom Spinner*

30F2308D718745F

Contracts/Purchasing Officer

Date:

9/27/2024 | 8:02 AM PDT

By:

Department Head (if applicable)

Date:

By:

Board of Supervisors (if applicable)

Date:

Approved as to Form  
Office of the County Counsel<sup>1</sup>

Susan K. Blitch, County Counsel

By:

*Michael Wilden*

0F98C5BE9B6F476

County Counsel

Date:

8/27/2024 | 4:57 PM PDT

Approved as to Fiscal Provisions<sup>2</sup>

DocuSigned by:

By:

*Patricia Ruiz*

E79EF04E57454F6

Auditor/Controller

Date:

8/28/2024 | 8:57 AM PDT

Approved as to Liability Provisions

Office of the County Counsel-Risk Management<sup>3</sup>

By:

David Bolton, Risk Manager

Date:

### CONTRACTOR

M. Arthur Gensler Jr. & Associates, Inc.

M. Arthur Gensler Jr. & Associates, Inc

Contractor's Business Name\*

By:

*Elizabeth Brink*

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

Elizabeth Brink, Co-CEO

Name and Title

Date:

8/22/24

By:

*Greg Richart*

(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Greg Richart, Chief Financial Officer

Name and Title

Date:

8/22/2024

County Board of Supervisors' Agreement Number: \_\_\_\_\_.

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

<sup>1</sup>Approval by County Counsel is required for all Professional Service Agreements over \$100,000

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and

M. Arthur Gensler Jr. & Associates, Inc. , hereinafter referred to as “CONTRACTOR”

### A. SCOPE OF SERVICES

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

#### 1) Project Understanding

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

- a) The project will include a focus on the following County campuses:
  - i) Alisal Government Center
  - ii) East Laurel Facility Yard
  - iii) Schilling Place Complex
  - iv) Monterey Courthouse (Aguajito Road)
  - v) The Life Foundation Building (1000 S. Main Street)
- b) Additionally, the County’s collective properties in and around Natividad Road, East Laurel Drive, and Constitution Boulevard in Salinas will be included in a highest and best use analysis. However, our scope below will help uncover issues for all departments under study, whether they occupy any of the four above campuses or not.
- c) Certain departments/divisions and facility types will be excluded from this study. This list initially includes the following, but others may be added as needed:
  - i) Parks (part of Public Works, Facilities and Parks)
  - ii) Library
  - iii) Jails (part of the Sheriff-Coroner)

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

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$525,026** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

M. Arthur Gensler Jr. & Associates, Inc.  
Countywide Facilities Master Plan  
Public Works, Facilities and Parks

## **EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS**

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

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at <https://www.countyofmonterey.gov/home/showdocument?id=69364>. To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to [PWFP-Finance-AP@countyofmonterey.gov](mailto:PWFP-Finance-AP@countyofmonterey.gov):

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

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

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

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

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



## PROJECT UNDERSTANDING

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

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

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

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

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

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

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

## PROJECT APPROACH

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

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



## Exhibit B - Gensler Scope of Work



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

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

## **PHASE 1: PROJECT STARTUP**

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

### **1.1. TEAM ORGANIZATION**

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

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

### **1.2. BACKGROUND MATERIALS COLLECTION**

## Exhibit B - Gensler Scope of Work



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

*General Information*

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

*Facilities Information*

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

**1.3. KICK-OFF MEETING**

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

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

## Exhibit B - Gensler Scope of Work



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

#### **1.4. DATA COLLECTION METHODOLOGY FINALIZATION**

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

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

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

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



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

## **PHASE 2: DATA COLLECTION**

### **2.1 EMPLOYEE SURVEY**

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

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

### **2.2 DEPARTMENT QUESTIONNAIRE**

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

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



- Pressing/critical issues at the facility level

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

### **2.3 SENIOR DEPARTMENT LEADERSHIP INTERVIEWS (UP TO 30)**

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

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

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

### **2.4 SITE TOURS**

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

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



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

### **PHASE 3: ANALYSIS & FINDINGS**

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

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

#### **3.1 STAFFING PROJECTIONS & PROGRAM DEVELOPMENT**

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

#### **3.2 EMPLOYEE COMMUTE ANALYSIS**

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



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

### **3.3 DEMAND AND SUPPLY GAP ANALYSIS**

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

### **3.5 FINANCIAL ANALYSIS**

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

#### **3.4.A OWNED VS. LEASED PROPERTIES**

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

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

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

#### **3.4.B OCCUPANCY COST ANALYSIS (Optional)**

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



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

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

#### **3.4.C REAL ESTATE MARKET ASSESSMENT**

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

#### **3.4.D ADAPTIVE REUSE AND DEVELOPMENT ANALYSIS**

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

#### **3.4.E DISPOSITION ANALYSIS**

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





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

### **3.5. ADDITIONAL RESEARCH AND SYNTHESIS**

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

### **3.6 COUNTY STEERING COMMITTEE WORKSHOP #2: FINDINGS**

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

## **PHASE 4: OPTIONS DEVELOPMENT**

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

### **4.1 DEVELOP SUITABLE ALTERNATIVES**

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

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



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

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

#### **4.2 ROM CONSTRUCTION COST ESTIMATES**

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

#### **4.3 FINANCIAL ANALYSIS**

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

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



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

#### **4.4 COUNTY STEERING COMMITTEE WORKSHOP #3: OPTIONS REVIEW**

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

#### **4.5 BOARD OF SUPERVISORS PRESENTATION DOCUMENT**

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

### **TASK 5: FINAL DOCUMENTATION**

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

#### **5.1 DRAFT COUNTY FACILITIES MASTER PLAN REPORT**

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

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



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

## **5.2 FINAL STRATEGIC FACILITIES PLAN REPORT**

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

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

## **5.3 IMPLEMENTATION GUIDE**

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

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

## **PROJECT FEE**

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

## Exhibit B - Gensler Scope of Work



### **REIMBURSABLE EXPENSES**

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

### **SCHEDULE**

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

### **PROJECT TEAM**

Our combined consultant team includes the following firms:

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

Exhibit B - Gensler Scope of Work

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

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

\* Assumes a September 3, 2024 start.



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