

## **ATTACHMENT D**

Professional Services Agreement  
with  
Keyser Marston Associates, Inc.

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**SUCCESSOR AGENCY OF THE COUNTY OF MONTEREY**  
**AGREEMENT FOR PROFESSIONAL SERVICES (NOT TO EXCEED \$100,000)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey as Successor Agency to the Redevelopment Agency of the County of Monterey, a public body, corporate and politic, (hereinafter "Agency") and

Keyser Marston Associates, Inc.

(hereinafter "CONTRACTOR"). For purposes of reference, the date of this agreement is \_\_\_\_\_

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

1. **SERVICES TO BE PROVIDED.** The Agency hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:

Provide financial consulting services related to the Participation Payment Provision of the East Garrison Disposition and Development Agreement

2. **PAYMENTS BY AGENCY.** Agency 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 Agency to CONTRACTOR under this Agreement shall not exceed the sum of \$ 9,500.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from December 31, 2018 to March 1, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and Agency and with Agency signing last, and CONTRACTOR may not commence work before Agency 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 - Revision to Paragraph 8, Indemnification, of Agreement

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 Agency or County, or immediate family of an employee of the Agency or 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 Agency 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 Agency. 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 Agency 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 Agency 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 Agency 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 Agency 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 Agency terminates this Agreement for good cause, the Agency may be relieved of the payment of any consideration to CONTRACTOR, and the Agency may proceed with the work in any manner, which Agency deems proper. The cost to the Agency shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. ~~Contractor shall indemnify, defend, and hold harmless the Agency and the County of Monterey, their officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Agency. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Agency. The Contractor shall reimburse the Agency for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the Agency and the County of Monterey under this Agreement.~~

Please refer to Exhibit B of this Agreement.

Contractor's Initials

Date

## 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 Department, 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 the Agency has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02. Qualifying Insurers:

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

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

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

☐ Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ Exemption/Modification (Justification attached; subject to 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.

☐ Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the

expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Not Applicable/Modification (Justification attached; subject to approval).

#### 9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the Agency and 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 Agency 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.

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

Prior to the execution of this Agreement by the Agency, CONTRACTOR shall file certificates of insurance with the Agency's contract administrator and County's Contracts/Purchasing Department, 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 at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Agency, annual certificates to Agency's Contract Administrator and County's Contracts/Purchasing Department. If the certificate is not received by the expiration date, Agency 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 Agency, at its sole discretion, to terminate this Agreement immediately.

#### 10. RECORDS AND CONFIDENTIALITY.

Successor Agency  
PSA Form \$100,000 or Less  
Revised 03/31/11

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Project ID:

Keyser Marston Associates, Inc.  
Financial Consulting Services  
for the East Garrison Disposition  
and Development Agreement  
RMA

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 Agency or prepared in connection with the performance of this Agreement, unless Agency specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to Agency 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. Agency Records. When this Agreement expires or terminates, CONTRACTOR shall return to Agency any Agency records which CONTRACTOR used or received from Agency 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, County of Monterey and Agency 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 Agency 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 Agency or as part of any audit of the Agency, 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. Agency 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 Agency.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, 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 Agency or County of Monterey pursuant to a contract with the

state or federal government in which the Agency or County of Monterey 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, Agency will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. **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 Agency or the County. No offer or obligation of permanent employment with the Agency or a particular County of Monterey department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the Agency or County of Monterey 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 Agency and County of Monterey harmless from any and all liability, which Agency and County of Monterey may incur because of CONTRACTOR's failure to pay such taxes.

14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the Agency and CONTRACTOR'S contract administrators at the addresses listed below:

FOR AGENCY:	FOR CONTRACTOR:
Melanie Beretti, Special Programs Manager	Debbie Kern, Managing Principal
Name and Title	Name and Title
1441 Schilling Place, South 2nd Floor, Salinas, CA 93901	1299 Fourth Street, Suite 408, San Rafael, CA 94901
Address	Address
(831) 755-5285	(415) 398-3050
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

15.01 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.

15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the Agency and the CONTRACTOR.

15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the Agency 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.



15.04 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.

15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

15.06 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 Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the Agency. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the Agency 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.

15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both Agency and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

15.13 Construction of Agreement. The Agency 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.

15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

15.15 Authority. Any individual executing this Agreement on behalf of the Agency 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.

15.16 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 Agency and the CONTRACTOR as of the effective date of this Agreement, which is the date that the Agency signs the Agreement.

- 15.17 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.

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**SUCCESSOR AGENCY OF THE COUNTY OF MONTEREY**  
**AGREEMENT FOR PROFESSIONAL SERVICES (NOT TO EXCEED \$100,000)**

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

**SUCCESSOR AGENCY OF THE  
COUNTY OF MONTEREY**

By: W. J. R.

Date: 3/14/18

By: \_\_\_\_\_

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

Approved as to Form<sup>1</sup>

By: [Signature]

Date: 3-7-18

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

By: [Signature]

Date: 3-3-18

**RISK MANAGEMENT  
COUNTY OF MONTEREY**

Approved as to Liability Provisions<sup>3</sup>

By: [Signature]

Date: 3/8/18

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

**CONTRACTOR**

Keyser Marston Associates, Inc.

Contractor's Business Name\*

By: [Signature]

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

Debbie M. Kern, Vice President

Name and Title

Date: 2/27/18

By: [Signature]

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

Diane M. Chambers, Secretary

Name and Title

Date: 2/27/18

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

<sup>1</sup> Approval by County Counsel is necessary only if changes are made to the standard provisions of the PSA, and/or when legal services are rendered

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

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

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

To Agreement by and between  
Successor Agency to the Redevelopment Agency of the County of Monterey,  
hereinafter referred to as “AGENCY”  
and  
Keyser Marston Associates, Inc.,  
hereinafter referred to as “CONTRACTOR”

### **A. SCOPE OF SERVICES**

- A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

#### *Task 1. Refinements to Participation Manual*

Attachment 4 of the Memorandum of Disposition and Development Agreement (DDA) between the Redevelopment Agency of the County of Monterey (now the Successor Agency to the Redevelopment Agency of the County of Monterey) (AGENCY) and East Garrison Partners, LLC specifies that the Progress Reports are to be submitted to AGENCY in a certain form, template, and accounting methodology. In 2006, that form was ultimately agreed upon in the East Garrison Profit Participation Manual (Manual), which was prepared by CONTRACTOR with input from AGENCY staff and the project's original developer. To better reflect changes to how the project has been implemented over time and/or to reflect internal accounting procedures at Union Community Partners, LLC (UCP) that may differ from those of the original developer, AGENCY staff is open to discussing possible modifications to the Manual to address these issues with UCP in order to reach agreement on the final form of the Progress Reports.

CONTRACTOR will participate in a work session with AGENCY staff, Fort Ord Reuse Authority (FORA) representatives, and UCP representatives to discuss possible modifications to the Manual. If AGENCY and UCP mutually agree upon modifications, CONTRACTOR will make modifications to the Manual. CONTRACTOR will submit the draft revised Manual to AGENCY and UCP for review. The final revised Manual will form the basis for all three (3) Progress Reports called for in the DDA.

#### *Task 2. Review of First Progress Report*

When the first Progress Report is submitted, CONTRACTOR will review the Progress Report, confirm that the necessary documentation has been provided and that the calculations have been made correctly, and report the results to the AGENCY.

- A.2** CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) as indicated below:

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

*Task 1, Deliverable:* Revised East Garrison Profit Participation Manual (if revisions are deemed appropriate). Provide hardcopy and electronic files in original format (Microsoft Word or Microsoft Excel) to Melanie Beretti, Special Programs Manager, at address/email as noted below.

*Task 2, Deliverable:* Memorandum Summarizing Review of First Progress Report. Complete within four (4) weeks after receipt of First Progress Report.

All written reports required under this Agreement must be delivered in hardcopy and electronic .PDF format, in accordance with the schedule above and to the following:

Melanie Beretti, Special Programs Manager  
County of Monterey  
Resource Management Agency (RMA)  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Email: [berettim@co.monterey.ca.us](mailto:berettim@co.monterey.ca.us)

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/PAYMENT

AGENCY shall pay an amount not to exceed \$9,500 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 a time and materials basis according to the following rates or in accordance with the following terms:

<u>CONTRACTOR Staff</u>	<u>Hourly Rates</u>
A. JERRY KEYSER	\$280.00
MANAGING PRINCIPALS	\$280.00
SENIOR PRINCIPALS	\$270.00
PRINCIPALS	\$250.00
MANAGERS	\$225.00
SENIOR ASSOCIATES	\$187.50
ASSOCIATES	\$167.50
SENIOR ANALYSTS	\$150.00
ANALYSTS	\$130.00
TECHNICAL STAFF	\$95.00
ADMINISTRATIVE STAFF	\$80.00

Hourly rates valid through December 31, 2018.

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

Directly related job expenses not included in the above rates are: auto mileage, parking, air fares, hotels and motels, meals, car rentals, taxis, telephone calls, delivery, electronic data processing, graphics and printing. Directly related job expenses will be billed at 110% of cost.

These rates do not include cost for time spent in court testimony and the parties may enter into a separate agreement in the event that such services are required.

AGENCY 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 [www.co.monterey.ca.us/auditor/policies.htm](http://www.co.monterey.ca.us/auditor/policies.htm). 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 Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name and associated Delivery Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
RMA – 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 RMA – Finance Division at (831) 755-4800.

AGENCY 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 AGENCY.

AGENCY 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.

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

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

## **EXHIBIT B - REVISION TO PARAGRAPH 8, INDEMNIFICATION, OF AGREEMENT**

8. **INDEMNIFICATION.** For liability arising from professional and technical services provided under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County of Monterey, its governing board, directors and employees from any loss, injury, damage, expense, and liability to the extent arising out of the negligence of CONTRACTOR, its employees, subconsultants or agents.

For any liability, other than arising out of professional and technical services, CONTRACTOR shall indemnify, defend and hold harmless, the County of Monterey, its governing board, directors, officers, and employees from any loss, injury, damage, expense and liability resulting from injury to or death of any person and loss of or damage to property, or claim of such injury, death, loss or damage caused by an act or omission in the performance under this Agreement by CONTRACTOR, its employees, subconsultants or agents, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the County of Monterey.