

Attachment 2

Draft

Professional Services Agreement

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**SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF MONTEREY
COUNTY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS,
ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

This Professional Services Agreement ("Agreement") is made by and between the Successor Agency to the Redevelopment Agency of Monterey County ("Successor Agency"), a political subdivision of the State of California ("County") and M. Arthur Gensler Jr. & Associates, Inc. ("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 Successor 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:

Prepare the East Garrison Historic Arts District Master Plan for the former Fort Ord Army Base.

2. PAYMENTS BY COUNTY.

Successor 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 Successor Agency to CONTRACTOR under this Agreement shall not exceed the sum of \$779,631.

3. TERM OF AGREEMENT.

The term of this Agreement is from execution to December 31, 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 Successor Agency and with Successor Agency signing last, and CONTRACTOR may not commence work before Successor 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

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 Successor Agency/County, or immediate family of an employee of the Successor 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 Successor Agency or 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 the Successor Agency/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 thirty (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 Successor Agency/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 Successor 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 thirty (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 Successor 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 Successor 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 Successor Agency terminates this Agreement for good cause, the Successor Agency may be relieved of the payment of any consideration to CONTRACTOR, and the Successor Agency may proceed with the work in any manner which Successor Agency deems proper. The cost to the Successor Agency 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 Successor Agency 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 Successor Agency/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 the Successor Agency, or defect in a design furnished by Successor Agency, 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 Successor Agency/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 Successor Agency, 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 Successor Agency/County, or defect in a design furnished by Successor Agency.

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 Successor Agency's/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 Successor Agency/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 Key Rating Guide or a company of equal financial stability that is approved by the Successor Agency's/County's Contracts/Purchasing Officer.

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 Successor Agency/County approval.)

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

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to Successor Agency/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 Successor Agency/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 (3) 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 service 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 Successor Agency/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 Successor Agency/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 (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the Successor Agency/County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancelation, 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 Successor Agency/County, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’s insurance.

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

Primary Coverage: For any claims related to this 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 Successor Agency/County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Successor Agency/County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

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

Prior to the execution of this Agreement by the Successor Agency, CONTRACTOR shall file certificates of insurance and endorsements with the Successor Agency's/County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by Successor Agency/County annual certificates to the Successor Agency's/County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the Successor Agency, 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 Successor Agency and County or prepared in connection with the performance of this Agreement, unless the Successor Agency/County specifically permits CONTRACTOR to disclose

such records or information. CONTRACTOR shall promptly transmit to the Successor Agency/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 the Successor Agency/County any Successor Agency/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 Successor Agency rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) 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- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04** Access to and Audit of Records. The Successor 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 Successor Agency/County or as part of any audit of the Successor 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 (3) years after final payment under the Agreement.
- 10.05** Royalties and Inventions. Successor Agency/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 the Successor Agency/County.
- 10.06** Format of Deliverables. For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the Successor Agency under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the Successor Agency/County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

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 Successor Agency pursuant to a contract with the state or federal government in which the Successor Agency 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, the Successor Agency 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 required 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 Successor Agency or County. No offer or obligation of permanent employment with the Successor Agency/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 the Successor Agency/County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR’s performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the Successor Agency/County harmless from any and all liability, which Successor Agency/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 Successor Agency/County and CONTRACTOR’s Contract Administrators at the addresses listed below:

FOR COUNTY	FOR CONTRACTOR
Kathy Nielsen	Paul Natzke
Name	Name
Management Analyst II	Project Director
Title	Title
1441 Schilling Pl., So. 2 nd Floor	500 S. Figueroa St., Los Angeles, CA 90071
Address	Address
(831) 755-4832	(213) 327-3600
194-HCD-contracts@countyofmonterey.gov	pnatzke@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 Successor Agency and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the Successor Agency/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 Successor Agency. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the Successor Agency. 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 Successor 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.
- 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 the Successor Agency/County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12** Construction of Agreement. The Successor 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.
- 16.13** Authority. Any individual executing this Agreement on behalf of the Successor 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.
- 16.14** Integration. This Agreement, including the exhibits, represents the entire Agreement between the Successor Agency 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 Successor Agency and the CONTRACTOR as of the effective date of this Agreement, which is the date that the Successor Agency 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.

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18. SIGNATURE PAGE

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

COUNTY OF MONTEREY	
By:	Chief Contracts & Procurement Officer
By:	Department Head (if applicable)
Date:	Approved as to Form Office of the County Counsel ¹ Susan K. Blich, County Counsel
By:	<i>Michael Wilden</i> County Counsel
Date:	4/17/2026
By:	Approved as to Fiscal Provisions ² <i>Patricia Ruiz</i> Auditor/Controller
Date:	4/20/2026
By:	Reviewed as to Liability Provisions ³ Office of the County Counsel-Risk Management
By:	David Bolton, Risk Manager
Date:	

CONTRACTOR	
M. Arthur Gensler Jr. & Associates, Inc.	
Contractor/Business Name*	
By:	<i>Elizabeth Brink</i> (Signature of Chairman, President or Vice President)
Elizabeth Brink, Co-CEO Name and Title	
Date:	4/15/2026
By:	<i>Greg Richart</i> (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Greg Richart, CFO Name and Title	
Date:	4/16/2026

County Board of Supervisors' Agreement No. ____ approved on ____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code § 313). If CONTRACTOR is a limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member or 2) two (2) managers (Corporations Code § 17703.01, subs. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor/Controller is required.

³Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
Successor Agency to the Redevelopment Agency of Monterey County
hereinafter referred to as “Successor Agency”

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:

Project Understanding

The Successor Agency is proposing development of a Historic Arts District Master Plan (“Master Plan”) in the planned community, which is part of the former Fort Ord Army base. The Master Plan includes exploration of the market demand for creative uses, stakeholder input to gauge interest in developing on the site, the cost to rehabilitate and reuse some or all 23 historic buildings plus the former Battle Simulation and Theater building sites.

The East Garrison development includes:

- a) Up to 1,384 residential units plus up to 70 accessory (carriage house) units (dependent upon water availability).
- b) Of the housing units, 84 are for very low-income households; 112 are for low-income households; 84 are for moderate income households; and 140 for Workforce II income households.
- c) Town Center of up to 30,000 square feet (“sq. ft.”) of commercial space.
- d) 11,000 sq. ft. of institutional uses (inclusive of an approximately 7,000 sq. ft. fire station and approximately 4,000 sq. ft. library with Sheriff substation).
- e) Historic Arts District of up to 100,000 sq. ft. of artist studio/public use space in 23 renovated historic buildings to be renovated.

A.1 PHASE 1 – PROJECT STARTUP

Duration: Two (2) Weeks

1.1 Background Materials Collection and Review

CONTRACTOR shall review Successor Agency-provided background materials and work done to date, requesting additional documents as available to include:

- High Resolution aerial of the East Garrison
- Vectored site plan of the East Garrison Phase 3 area and Final Phase
- Information on the 23 historic buildings under study plus the former Battle Simulation and Theater building sites, including:
 - Building name and number
 - Size in square feet
 - Facilities description and condition reports

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- Deferred maintenance information
- Previous economic, financial, or market studies

1.2 **Kick-Off Meeting**

CONTRACTOR shall conduct a project kick-off meeting with the “Agency Project Team” to include Successor Agency staff, representative from Supervisor District 4 office, and County of Monterey Public Works, Facilities, and Parks Department staff with expertise in historic resources, to confirm the process as well as a facilitated discussion on the principal goals of the project. Specific activities include review and confirmation of the following:

- Consensus on project goals, conditions, and priority issues
- Project team roles and responsibilities
- Project management reviews meeting schedule (e.g. bi-weekly meetings) and quality assurance tasks
- Scope review
- Data collection approach and process
- Communication channels
- Key project deadlines and milestones
- Project deliverables
- Community stakeholders and outreach: desired levels
- Discussion of the use types and potential interested developers

1.3 **Regular Status Calls**

CONTRACTOR shall schedule and convene regular status calls with the Agency Project Team to review progress, answer questions, provide direction, and otherwise administer the project process. Calls are anticipated to be semi-weekly and shall be confirmed at the Kick-Off Meeting.

A.2 PHASE 2 – REUSE ANALYSIS

Duration: 12 Weeks

2.1 **Site Tour**

CONTRACTOR shall spend one (1) day touring the Project Site and 23 historic buildings plus the sites of the now demolished battle simulation and theater buildings to better understand the surrounding context and potential physical site constraints.

2.2 **Physical Conditions Assessment**

CONTRACTOR shall evaluate each of the 23 buildings included in the study and prepare a facilities condition report. The report will identify the infrastructure upgrades needed to adapt the buildings into the creative uses permitted by the Specific Plan (e.g., structural, roof, HVAC, seismic, electrical). The analysis also will identify the estimated costs to perform these upgrades.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

2.3 **Preliminary (First Round of) Financial Feasibility Analysis**

CONTRACTOR shall conduct a financial analysis to identify the rents or sales prices the use candidates would need to achieve for the adaptive reuse of the buildings to be financially feasible to complete given debt and equity and capitalization rate parameters and the cost estimates found to apply.

2.4 **Market Evaluation**

a) CONTRACTOR shall conduct a market reconnaissance (including review of secondary market data and interviews with developers and brokers or other sources of information) to obtain information on prevailing prices for building space for any of the envisioned uses or closest building to the Historic Arts District.

b) CONTRACTOR also shall seek to obtain information and insight into the advantages and disadvantages of the proposed uses in the reused historic structures, relevant market areas, and sources of potential demand and competition for these uses. The results of this evaluation will be synthesized into conclusions about potential market responsiveness and support for proposed reuse alternatives.

2.5 **Internal Findings Review Session**

CONTRACTOR will conduct a two- (2-) hour virtual work session with the Agency Project Team to review the results of the site tour, physical conditions assessment, first financial feasibility analysis, and market evaluation and set the framework for development of reuse concepts as the next task.

2.6 **Reuse Evaluation Decision Point**

a) CONTRACTOR and Agency Project Team shall evaluate responses and interest in the reuse of the Project Site coming out of the Findings Review Session and determine whether continuation of the Master Plan, as currently scoped, is appropriate. Successor Agency shall provide CONTRACTOR, in writing, with its final determination whether or not to continue with the remaining scope of work. CONTRACTOR shall not proceed with remaining scope of work without the express written consent of the Successor Agency.

b) If it is determined pursuant to 2.6.a above that there is not enough interest in proceeding with the remaining Master Plan scope, CONTRACTOR shall prepare a document summarizing the work to date and identify the conditions that led to the Agency halting the Master Plan (uses not market supportable, not financially feasible, not physically practical, etc.). This document shall serve as justification for the discontinuation of the study.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

i. The document shall be prepared in the following stages: 1) Administrative review draft, provided to the Agency Project Team for one round of edits and comments; 2) Screen check draft for review by Agency Project Team; and 3) Public review draft, as an ADA accessible pdf suitable for publishing on County’s website.

2.7 **Initial Reuse Concepts**

Should the Successor Agency authorize continuation of the Master Plan, CONTRACTOR shall prepare up to three (3) initial reuse concepts in keeping with the Specific Plan use guidelines and the previous ArtSpace community outreach and creative space needs analysis results.

The concepts shall identify the square footage and locations of each new use and illustrate how they can work together to best form a cohesive planning construct but will not include any layouts or designs.

The concepts will be necessary in order to perform the physical, financial, and market evaluations included below. Alternative uses (i.e., uses outside of the creative use profile) will be explored for those buildings whose reuse as creative space is not deemed to be financially feasible (e.g., ADUs or other residential uses).

2.8 **Rough Order of Magnitude (ROM) Cost Estimates**

CONTRACTOR shall analyze historic renovations and prepare ROM construction cost estimates to perform the interior renovations required to produce the intended reuse of some or all of the 23 buildings plus any new construction the former Battle Simulation and the Theater building sites.

These costs shall be in addition to any physical infrastructure upgrade costs identified in Task 2.1.

2.9 **Financial Feasibility Analysis**

CONTRACTOR shall identify whether potential obtainable prices for space in the adaptive reuse buildings would be sufficient to amortize and provide the necessary return to render the adaptive reuse of the buildings financially feasible given the costs estimated in Tasks 2.2 and 2.7.

2.10 **Memorandum on Financial Feasibility**

CONTRACTOR shall provide memorandum reports summarizing the work completed, assumptions utilized, and conclusions drawn about the market, economic, and financial feasibility of the reuse of the 23 historic buildings plus replacement of the former Battle Simulation and the Theater buildings.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

2.11 Internal Options Review Session

CONTRACTOR shall conduct a second two- (2-) hour virtual work session with the Agency Project Team, potentially before the Board of Supervisors, to review the financial feasibility of the proposed reuse options.

The goal of this work session is to provide direction toward a final reuse plan for some or all of the 23 buildings plus replacement of the former Battle Simulation and the Theater buildings ahead of the remaining Stakeholder and Community Engagement tasks.

A.3 STAKEHOLDER AND COMMUNITY ENGAGEMENT

Duration: 20 Weeks

3.1 Stakeholder and Community Engagement Plan

a) CONTRACTOR, following the kick-off meeting, shall draft a multi-layered and inclusive engagement plan that outlines engagement goals, activities, key audiences, partners, and a corresponding timeline.

b) CONTRACTOR and the Agency Project Team shall evaluate if any adjustments need to be made.

3.2 Historic District Community Advisory Committee (CAC) Meetings

a) CONTRACTOR shall closely work with the Agency Project Team to identify a group of up to ten key stakeholders to serve as an advisory group and help steer the project outcomes to best meet the constituent's needs.

Stakeholders could include representatives from key institutions or organizations engaged in the previous (Artspace Community Engagement Creative Space Needs Analysis', East Garrison, October 2023) ("Artspace study"), Arts Habitat Inc., Monterey County Arts Council, community leaders, County of Monterey Military and Veterans Affairs Advisory Commission/Fort Ord History Museum Committee, Preservation and Restoration of East Garrison (PREG), and representatives from other public sector agencies or departments.

b) The CAC shall convene up to three (3) meetings throughout the process to provide high-level feedback to the CONTRACTOR and Agency Project Team on project deliverables and recommendations.

3.3 Stakeholder Interviews

CONTRACTOR shall identify and connect with vendors who provide the array of creative uses identified in the Artspace study and other prior public engagements to share the reuse concepts and solicit feedback. The Agency Project Team shall provide logistical support.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR assumes no more than ten (10) vendors will be engaged; however, the exact number and composition of these engagements shall be determined by availability and interest of the contacted vendors.

3.4 **Community Survey**

CONTRACTOR, in the first discovery phase, shall draft, design, and implement a public survey to introduce local residents to the project and gather input on the reuse of the subject facilities and sites.

CONTRACTOR shall coordinate with the Agency Project Team and CAC to ensure it is marketed through existing communication channels such as social media posts, existing email newsletters, partner communications, and community bulletin boards.

CONTRACTOR will work with the Agency Project Team to provide any necessary graphic materials needed for the survey.

3.5 **Community Workshops and Pop-Ups**

CONTRACTOR shall provide content and facilitation support in three (3) phases of engagement:

3.5.5 Project Introduction and Initial Community Input

The goal of this initial engagement phase will be to share overall project goals and the engagement process, launch the public survey, and gather community input on the reuse of the subject facilities and sites will be solicited through facilitated exercises and graphic exhibits.

a) In-Person Community Workshop – This workshop will be held in a centralized public venue ideally near the study area early in the project, prior to any data collection or analysis. To elicit real-time feedback and observations on the site, an interactive site walk could be incorporated as part of the meeting and discussion, based on attendance. This meeting also will serve as the public launch of the Community Survey (Task 3.4, above) and participants will be encouraged to fill it out at the meeting and share it with their contacts who were not able to attend. Bi-lingual staff will be available for facilitation if needed.

b) Virtual Community Workshop – Recognizing that not all residents will be able to attend this first in-person workshop, the Gensler team will conduct a second virtual workshop to provide an equitable and highly accessible opportunity for residents to engage. Bi-lingual staff will be available for facilitation if needed.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

3.5.6 Input on Initial Reuse Ideas

The goal of this second phase of engagement is to share analysis and initial reuse concepts to elicit feedback.

a) In-Person Community Workshop – This second in-person workshop will be conducted in a centralized public venue after the team has completed its analysis and prepared draft reuse concepts in Task 2.7.

Facilitated discussions will occur for each concept, and community feedback will be documented for further consideration by the CONTRACTOR and Agency Project Team.

b) In-Person Community Pop-Up – CONTRACTOR will facilitate a pop-up workshop at an existing community event to gather additional input from the public on initial reuse concepts. CONTRACTOR shall work with the Agency Project Team to identify an existing event opportunity with a large audience that fits within the project schedule.

3.5.6 Final Reuse Plan Presentation

a) In-Person Community Workshop – CONTRACTOR shall facilitate and prepare the materials for a third and final in-person workshop to present the final and approved reuse plan for the subject facilities and sites.

b) Digital Launch / Communications Support – CONTRACTOR shall facilitate and provide communications support to the Agency Project Team for the public release of the finished plan through the County website, social media, and other established communication channels.

CONTRACTOR assumes the Agency Project Team will provide coordination and logistical support through all three phases of engagement. Support may include:

- Distribution of meeting invitations, under CONTRACTOR guidance
- Provision and setup of tables, chairs, and other required furniture or audio/visual equipment
- Identification and booking of appropriate venue(s) for workshops

The Agency Project Team shall be responsible for leading communications and marketing of public meetings, with CONTRACTOR's support for graphic assets.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

A.4 FINAL MASTER PLAN

Duration: 12 Weeks

CONTRACTOR shall deliver a final report in an ADA-compliant Microsoft Word (or PowerPoint if preferred) format enabling the Successor Agency to produce additional copies as needed. Hard copies can be produced upon request as a reimbursable expense.

4.1 Draft Master Plan Report

CONTRACTOR shall make any final updates based on the Phase 3 engagements and shall summarize all previous tasks and document them in a Draft Master Plan Report (“Draft Report”) for Successor Agency review.

4.2 Internal Final Reuse Plan Session

CONTRACTOR shall conduct a third and final meeting with the Agency Project Team to review the Master Plan recommendations. Any feedback will be incorporated into the final documentation as directed.

4.3 Final East Garrison Historic Arts District Master Plan Report

CONTRACTOR shall revise the Draft Report to include all feedback and comments from the Agency Project Team and develop the Final Master Plan Report. The Final Master Plan Report will include the following topics:

- Executive Summary
- Physical Conditions Assessment Summary
- Findings Summary
- Community Outreach Summary
- Reuse Options
- Final Reuse Plan
- Appendix containing memos, reports, and tables deemed too detailed for inclusion in the main body of the report

The Final Master Plan shall be provided in the following stages: 1) Administrative review draft, provided to the Agency Project Team for one round of edits and comments; 2) Screen check draft for review by Agency Project Team; and 3) Public review draft, as an ADA accessible pdf suitable for publishing on County’s website.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

Successor Agency shall pay an amount not to exceed \$779,631 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Phase	# Weeks*	Description	Amount
1	2	Project Startup	\$28,960
2	12	Reuse Analysis	\$304,980
3	20	Community Engagement	\$198,050
4	12	Final Master Plan	\$118,450
		Reimbursable Expenses	\$27,500
		Contingency (15%)	\$101,691
		TOTAL	\$779,631

**From Agreement execution. The estimate timeline for project phases is an estimate and subject to change as deemed necessary to provide adequate public input as well as Agency Project Team review timelines. Agency Project Team will make every effort to adhere to anticipated timelines for reviewing draft documents.*

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Monterey County East Garrison Historic Arts District Master Plan



Project Fee

2/4/2026

	Gensler Totals	GG+A Totals	KPJ Totals	Project Totals
Phase 1: Project Startup / Data Collection				
1.1 Background Materials Collection	\$11,300	\$4,360	\$0	\$15,660
1.2 Kick-Off Meeting	\$5,550	\$2,610	\$0	\$8,160
Bi-Weekly meetings	\$3,400	\$1,740	\$0	\$5,140
Sub Total Phase 1 Fee	\$20,250	\$8,710	\$0	\$28,960
Phase 2: Reuse Analysis				
2.1 Site Tour	\$15,000	\$4,360	\$0	\$19,360
2.2 Physical Conditions Assessment	\$6,800	\$0	\$0	\$17,600
2.3 Preliminary Financial Feasibility Analysis	\$1,400	\$14,200	\$0	\$15,600
2.4 Market Evaluation	\$1,750	\$58,225	\$0	\$59,975
2.5 County Project team: Findings Review Workshop (virtual)	\$19,200	\$3,480	\$0	\$22,680
2.6 Reuse Evaluation Decision Point	\$12,100	\$0	\$0	\$12,100
2.7 Initial Reuse Concepts	\$26,450	\$7,420	\$0	\$33,870
2.8 ROM Renovation Cost Estimates	\$1,050	\$0	\$20,085	\$21,135
2.9 Financial Feasibility Analysis	\$1,050	\$27,350	\$0	\$28,400
2.10 Memorandum on Financial Feasibility	\$1,050	\$12,620	\$0	\$13,670
2.11 County Project team: Options Workshop (virtual)	\$38,400	\$8,720	\$0	\$47,120
Bi-Weekly meetings	\$8,250	\$5,220	\$0	\$13,470
Sub Total Phase 2 Fee	\$132,500	\$141,595	\$20,085	\$304,980
Phase 3: Stakeholder and Community Engagement				
3.1 Stakeholder and Community Engagement Plan	\$14,000	\$0	\$0	\$14,000
3.2 Community Advisory Committee (CAC) Meetings (3)	\$22,050	\$0	\$0	\$22,050
3.3 Stakeholder Interviews (up to 10)	\$20,550	\$0	\$0	\$20,550
3.4 Community Survey	\$19,950	\$0	\$0	\$19,950
3.5a In-Person Community Workshop 1: Introduction and Input	\$26,550	\$0	\$0	\$26,550
3.5b Virtual Community Workshop 1: Introduction and Input	\$12,650	\$0	\$0	\$12,650
3.5c In-Person Community Workshop 2: Initial Reuse	\$26,550	\$0	\$0	\$26,550
3.5d In-Person Community Pop-Up 2: Initial Reuse	\$12,800	\$0	\$0	\$12,800
3.5e In-Person Community Workshop 3: Final Reuse Plan	\$26,550	\$0	\$0	\$26,550
3.5f Digital Launch / Communications Support: Final Reuse Plan	\$5,900	\$0	\$0	\$5,900
Bi-Weekly meetings	\$10,500	\$0	\$0	\$10,500
Sub Total Phase 3 Fee	\$198,050	\$0	\$0	\$198,050
Phase 4: Final Master Plan				
4.1 Draft Master Plan Report	\$53,500	\$0	\$0	\$53,500
4.2 County Project team: Final Reuse Plan Workshop (virtual)	\$19,200	\$0	\$0	\$19,200
4.3 Final Master Plan	\$37,500	\$0	\$0	\$37,500
Bi-Weekly meetings	\$8,250	\$0	\$0	\$8,250
Sub Total Phase 4 Fee	\$118,450	\$0	\$0	\$118,450
Total Labor	\$650,440	\$489,250	\$150,305	\$20,085
REIMBURSABLES	\$27,500			
Total Fee (NOT TO EXCEED)	\$677,940			

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

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

An additional fifteen percent (15%) of the Agreement amount, not more than \$101,691, shall be included in the Agreement between the Successor Agency and CONTRACTOR to cover unanticipated costs. CONTRACTOR shall provide the Successor Agency with a written scope and budget request to utilize contingency, and CONTRACTOR utilization of contingency funds shall be allowed, with written approval by designated Successor Agency staff.

Reallocation of unused funds from one task or phase to another shall be allowed, with written approval by designated Successor Agency staff, without the need for a contract amendment, as long as net fiscal neutrality is maintained.

B.2 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly, promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey
Housing & Community Development – Finance
1441 Schilling Place, 2nd Floor South
Salinas, CA 93908-4725
194-HCD-Finance@countyofmonterey.gov:

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance by email or phone (831) 755-4800.

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

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

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

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

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

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

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