

**FUNDING AGREEMENT
FOR THE
CHAROLAIS RANCH SUBDIVISION PROJECT
ENVIRONMENTAL IMPACT REPORT**

THIS FUNDING AGREEMENT, hereinafter, “**AGREEMENT**”, is made and entered by and between the County of Monterey, a political subdivision of the State of California, hereinafter, “**County**,” and The Don Chapin Company, Inc., hereinafter, “**PROJECT APPLICANT**” (collectively, the “**Parties**”) and effective as of the last date opposite the respective signatures below and with reference to the following facts and circumstances:

RECITALS

A. PROJECT APPLICANT has applied to County for approval of development permits for the Charolais Ranch Subdivision Project. The property is approximately a 130.8-acre parcel to be divided into twenty-six (26) residential lots ranging in size from approximately one and one-half (1.5) to three and one-half (3.5) acres and three (3) separate open space areas totaling 73.23 acres. The property fronts on and is south of Pesante Road, (Assessor’s Parcel Number 125-051-012-00), east of Prunedale, referred to herein as “**PROJECT**.” Additional work has been identified to process the PROJECT application. The property is located in the North County Area Plan, referred to herein as “**PROJECT**.”

B. Due to the magnitude and complexity of the PROJECT, the Parties have agreed that it is necessary and desirable that County engage Rincon Consultants, Inc., hereinafter, “**CONTRACTOR**,” to provide assistance with processing the application for the PROJECT and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, “**PSA**,” between County and CONTRACTOR, attached to this AGREEMENT as Exhibit “1,” and incorporated herein by reference. County shall manage the PROJECT work performed by CONTRACTOR.

C. The Parties hereby agree that County shall engage CONTRACTOR to provide the services set forth in Exhibit “1” of this AGREEMENT.

D. A fundamental premise of this AGREEMENT is that nothing herein is to be construed as a representation, promise, or commitment on the part of County to give special treatment to, or exercise its discretion favorably for, the PROJECT in exchange for PROJECT APPLICANT’s obligation to cover County’s cost of retaining CONTRACTOR and providing County staff to work on the PROJECT.

E. The subject matter of this AGREEMENT is PROJECT APPLICANT’s funding of the CONTRACTOR’s services on the PROJECT. This AGREEMENT also covers the County fee for contract administration.

F. The County department costs associated with processing the application for the PROJECT, other than contract administration, will be funded through separate land use application fees to be paid by the PROJECT APPLICANT pursuant to the Monterey County

Land Use Fee Schedule, attached to this AGREEMENT as “Exhibit 2,” and incorporated herein by reference. These land use application fees are separate from and in addition to the funding provided by the PROJECT APPLICANT pursuant to this AGREEMENT. Land use application fees will for the PROJECT will be as a Tier 7 (Deposit) fee pursuant to Exhibit 2.

G. The Parties make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to the California Environmental Quality Act (Public Resources Code Section 21000 et seq., hereinafter, “CEQA”) and the State CEQA Guidelines (California Code of Regulations Title 14, Section 15000 et seq., hereinafter, “Guidelines”) and the Monterey County Code.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

1. Deposits to Fund PSA and County Fee for Contract Administration. PROJECT APPLICANT shall deposit an amount equal to the CONTRACTOR’s Base Budget, excluding the optional task, and the County’s Contract Administration Fee. This amount totals \$132,866.00 and includes:

CONTRACTOR’S Base Budget (excluding optional task)	\$129,442.00
County Contract Administration Fee (non-refundable)	<u>\$3,424.00</u>
	\$132,866.00

PROJECT APPLICANT shall deposit a total amount of \$132,866.00 with County Planning Department upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for March 9, 2021.

PROJECT APPLICANT’s deposit of \$132,866.00 with County shall be a condition precedent to County’s obligation under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency. An additional fifteen percent to CONTRACTOR’s Base Budget shall be included in the AGREEMENT between County and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$19,416.30 and is subject to the procedures set forth in this AGREEMENT.

3. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$170,832.30.

CONTRACTOR’s Base Budget (excluding optional task):	\$ 129,442.00
CONTRACTOR’s Base Budget (optional task):	18,550.00
County Contract Administration Fee (non-refundable):	3,424.00
Project Contingency:	<u>19,416.30</u>
<u>Maximum Charge Under AGREEMENT:</u>	<u>\$ 170,832.30</u>

4. Within thirty (30) days after the end of each quarter, County shall provide quarterly progress reports to the PROJECT APPLICANT showing CONTRACTOR's charges from the prior quarter associated with completion of task(s) as specified in "Exhibit A" of the PSA (Scope of Services/Payment Provisions for the PROJECT). Any Base Budget funds remaining at completion of CONTRACTOR's services shall be returned to the PROJECT APPLICANT.

5. Engagement of CONTRACTOR. This AGREEMENT is based on County engaging CONTRACTOR in accordance with the PSA between County and CONTRACTOR, attached hereto and incorporated by this reference as Exhibit "1." CONTRACTOR shall be responsible only to County, and nothing in this AGREEMENT imposes any obligation on County or CONTRACTOR to PROJECT APPLICANT other than to devote the time and attention to assisting with the processing of the PROJECT. County shall provide direction and guidance to the CONTRACTOR. CONTRACTOR's contact(s) with PROJECT APPLICANT shall only be through County. PROJECT APPLICANT, its agents, employees, consultants, representatives or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop for the PROJECT.

6. Payments to CONTRACTOR and County.

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$129,442.00.

CONTRACTOR'S invoices for the optional task(s) shall be paid from Base Budget funds in the amount of \$18,550.00. Funding for the optional task(s) will be deposited by the PROJECT APPLICANT when CONTRACTOR requests approval from the County and receives a notice to proceed to complete the optional task.

Should this AGREEMENT be terminated prior to March 9, 2026, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

b. County Contract Administration Fee

The County Contract Administration Fee, in an amount not to exceed \$3,424.00, shall be paid by PROJECT APPLICANT in accordance with this Agreement. County Contract Administration Fee shall be non-refundable.

The County Contract Administration Fee shall apply to this AGREEMENT (flat fee). This covers County project management and contract administration to be distributed to the following County departments upon execution of this AGREEMENT.

c. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed \$19,416.30, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both County and PROJECT APPLICANT. Within five (5) working days of receipt of a request from County, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the County for the amount requested.

If PROJECT APPLICANT takes more than five (5) working days to respond to a Request for Transfer from Project Contingency, additional costs may accrue to CONTRACTOR, which may result in another Request for Transfer from Project Contingency.

d. Land Use Application Fees

The PROJECT APPLICANT agrees that PROJECT APPLICANT will separately pay land use application fees to cover all County staff costs associated with the PROJECT in accordance with the current County of Monterey Land Use Fee Schedule. The fee schedule applicable to the PROJECT is dated September 17, 2019, and is attached to this AGREEMENT as "Exhibit 2." PROJECT APPLICANT agrees to pay any remaining amounts due and owing for the required deposit upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for March 9, 2021.

7. No Promise or Representation. The Parties agree that nothing in AGREEMENT is to be construed as a representation, promise, or commitment on the part of County to give special treatment to, or exercise its discretion favorably for the PROJECT, it being understood that PROJECT APPLICANT's funding obligation under AGREEMENT is undertaken without regard to County's actions regarding the PROJECT.

8. Term. AGREEMENT shall become effective March 10, 2021, and continue through March 9, 2026, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on March 9, 2026, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination.

10. Entire Agreement. AGREEMENT and its attachments constitute the entire agreement between the Parties respecting the matters set forth herein. The Parties each represent

that neither has relied on any promise, inducement, representation, or other statement made in connection with AGREEMENT that is not expressly contained herein.

11. Negotiated Agreement. It is agreed and understood by the Parties that AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared AGREEMENT within the meaning of Civil Code Section 1654.

12. Assignment. Neither County nor PROJECT APPLICANT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. Amendment. This AGREEMENT may be amended, modified or supplemented only in writing by both the Parties.

14. Contracting Officer. The contracting officer of County, and the only entity authorized by law to make or amend AGREEMENT on behalf of County, is the County of Monterey Board of Supervisors or a County employee whom they have specifically authorized.

15. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

16. Governing Law. AGREEMENT shall be construed, interpreted and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.

17. Construction. The language in all parts of AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each party has reviewed AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of AGREEMENT.

18. Conflict with Professional Services Agreement between CONTRACTOR and County. In the event of a conflict between the provisions of AGREEMENT and the PSA between County and CONTRACTOR, the provisions of AGREEMENT shall govern.

19. Relationship of Parties. The Parties agree that this AGREEMENT establishes only a funding arrangement between the Parties, and that the parties are not joint venturers or partners.

20. Indemnification. PROJECT APPLICANT agrees to defend, indemnify and hold County harmless in any action brought by any third party in which the authority of the County to enter into AGREEMENT or the validity of AGREEMENT is challenged.

21. 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.

22. Notices. Notice to the Parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Craig Spencer, Planning Services Manager
County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

TO PROJECT APPLICANT: The Don Chapin Company, Inc.
560 Crazy Horse Canyon Road
Salinas, California 93907-8434

WITH A COPY TO:

TO PROJECT APPLICANT'S REPRESENTATIVES: Derric G. Oliver, Attorney
John S. Bridges, Attorney
Fenton & Keller
P. O. Box 791
Monterey, California 93942-0791

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the day and year written below.

COUNTY OF MONTEREY

PROJECT APPLICANT*

DocuSigned by:
By: mike novo
8991001A16C04C3...
Mike Novo, AICP, Interim Director
Housing and Community Development

DocuSigned by:
By: Don Chapin
94781089033148D...
(Signature of Chair, President or Vice President)

Date: 3/12/2021

Its: Don Chapin, President
(Print Name and Title)

Approved as to Form
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

Date: 3/3/2021

DocuSigned by:
By: Brian Briggs
2926AA5CB79F475...
Brian Briggs
Deputy County Counsel

By: N/A
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: 3/4/2021

Its: N/A
(Print Name and Title)

Approved as to Fiscal Provisions

Date: N/A

DocuSigned by:
By: Gary Giboney
D3834BFECTD8449...
Gary Giboney
Chief Deputy Auditor-Controller

Date: 3/4/2021

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager

By: _____
Leslie J. Girard
County Counsel-Risk Manager

Date: _____

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

EXHIBIT 1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RINCON CONSULTANTS, INC.
AND THE COUNTY OF MONTEREY
TO PROVIDE
ENVIRONMENTAL IMPACT REPORT (EIR)**

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(MORE THAN \$100,000)*

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:
Rincon Consultants, 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 are generally described as follows:
Provide preparation of an Environmental Impact report (EIR) for the Charolais Ranch Subdivision Project.

_____.

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 \$ 148,858.30.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 10, 2021 to March 9, 2026, 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 Indemnification Replacement

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.

See Exhibit B.

8.02 Indemnification for Design Professional Services Claims: _____/_____/_____
Contractors' Initials Date

~~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 the 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 COUNTY, or defect in a design furnished by the COUNTY.~~

8.03 Indemnification for All Other Claims or Loss: _____/_____/_____
Contractors' Initials Date

~~For any claim, loss, injury, damage, expense or liability other than claims arising out of the 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 the COUNTY, or defect in a design furnished by the COUNTY.~~

9.0 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 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 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 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, Broadform 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.

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 \$1,000,000 per occurrence.

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.

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.

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 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming 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 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 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 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 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), 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 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. **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.

14. **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:
Shandy Carroll, Management Analyst III	Megan Jones, Principal
Name and Title	Name and Title
Housing and Community Development 1441 Schilling Place, 2nd Floor Salinas, CA 93901	Rincon Consultants, Inc. 437 Figueroa Street, Suite 203 Monterey, CA 93940
Address	Address
831-784-5643 194-HCD-Contracts@co.monterey.ca.us	831-920-5424
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 County and the CONTRACTOR.
- 15.03 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.
- 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 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.
- 15.07 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.

- 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 County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 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.
- 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 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.
- 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 County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County 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.

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

Rincon Consultants, Inc.

Contractor's Business Name*

By: _____
(Signature of Chair, President, or Vice-President)*

Name and Title

Date: _____

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

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

*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.

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

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

³Approval by Risk Management is required only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

AND

Rincon Consultants, 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:

TASK 1 - Project Kickoff:

CONTRACTOR will coordinate with County staff to confirm study objectives during a kickoff meeting. Due to COVID-era work protocols it is anticipated that this meeting will be held via a video-conferencing platform. This meeting will allow the County and CONTRACTOR an opportunity to clarify the project description and the technical approach to environmental evaluation. We can also address any community concerns regarding the project that have surfaced to date. Prior to this meeting, CONTRACTOR will identify key information and documents that will be needed to complete the analysis. We will provide meeting minutes highlighting action items and next steps.

TASK 2 - Project Description:

Working with the County’s Project Manager, CONTRACTOR will prepare the EIR project description. Organization of this information is critical, since it forms the basis for environmental evaluation under CEQA. The project description will focus on the overall boundary of the project site. Up to four graphics will be prepared based on information to be provided by the County and site photos taken by CONTRACTOR.

Our scope of work and fee estimates assumes that the project will not substantively change following County acceptance of the project description.

TASK 3 - Notice of Preparation and Initial Study:

CONTRACTOR will prepare a draft Notice of Preparation (NOP) pursuant to the State CEQA Guidelines. The NOP will identify the timeframe, contact person, and address for submission of public comments, as well as a list of EIR topical areas included for analysis. Per the direction of the County, CONTRACTOR will circulate the Initial Study with the NOP, since it will offer more information to interested parties and clarify which issues will not be addressed further. To ready the draft Initial Study for release, CONTRACTOR will remove issue area discussions that will be addressed in detail in the EIR, and update to utilize the latest CEQA Appendix G checklist. If the County decides to use the Initial Study to prepare an Effects Found Not to be Significant section a budget amendment will be required.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR will submit a draft NOP with attached Initial Study to County staff for review. CONTRACTOR will make any necessary changes to the NOP and provide an electronic copy to County staff for signature, publication, and distribution. This scope of work assumes that the County will distribute the NOP to the State Clearinghouse, Monterey County Clerk/Registrar Recorder and the County's list of local interested parties. CONTRACTOR will summarize all input gathered during the 30-day NOP review period for inclusion in the EIR introduction.

Optional Task: Public Scoping Meeting

Under State CEQA Guidelines Section 15082(C) a public scoping meeting is required for project of "statewide, regional, or areawide significance pursuant Section 15206." The proposed project does not meet the criteria as a project of statewide, regional, or areawide significant as defined by Section 15206. As a result, a scoping meeting is not required under State CEQA Guidelines. However, a scoping meeting would bolster public input and transparency. As such, a scoping meeting is included as an optional task.

If desired and approved by the County, CONTRACTOR will conduct a public scoping meeting during the 30-day NOP period to introduce the community and interested agencies to the project, provide an overview of the EIR process and obtain input on the EIR scope of work. The scoping meeting will include a presentation with graphic imagery, followed by the formal recordation of input from meeting attendees. Due to COVID-era work protocols it is anticipated that this meeting will be held via a video-conferencing platform. CONTRACTOR will work with the County to pick a virtual platform (e.g., Zoom, Microsoft Teams, or WebEx) and work closely with CONTRACTOR and County Information Technology (IT) teams to organize the meeting. If the meeting is held in-person, CONTRACTOR assumes that the scoping meeting location will be arranged by the County. Either way, CONTRACTOR will prepare a PowerPoint presentation for the meeting and present during the meeting.

Optional Task: Peer Review of Biological Resources Assessment and Forest Management Plan

If the County requests, CONTRACTOR can peer review the existing 2013 Biological Resources Assessment (BRA) prepared by Zander and Associates and the July 2007 Staub Forestry & Environmental Consulting Forest Management Plan (FMP) provided by the applicant to independently verify that the reports are sufficient to support CEQA analysis, and that the conclusions therein are defensible. This peer review will focus on methodology and high-level, "fatal flaw" issues, and will not be an exhaustive or detailed review of documentation or grammatical editing. We will prepare a brief memorandum summarizing the results of the peer review, providing recommended remedies, as applicable, to address any potential shortfalls.

The findings of the peer review will be summarized in a single memorandum, which will be submitted to the County digitally. No coordination with the preparers of the technical studies is assumed.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 4 - Administrative Draft EIR:

After County staff approval of the project description, CONTRACTOR will prepare an Administrative Draft EIR. The Administrative Draft EIR for the project will be prepared in accordance with the current CEQA Statutes and Guidelines. Each of the environmental issue areas included in the CEQA Environmental Checklist Form will be addressed at a level of detail sufficient to allow CONTRACTOR to make determinations of significance (please see the Technical Approach to Environmental Issues section below for an approach to environmental issue areas). The EIR will be organized such that each topical section is consecutively numbered to allow easy cross referencing of impacts and mitigation measures.

The Administrative Draft EIR will consist of the following sections:

- **Executive Summary and Table of Contents.** The Executive Summary section will summarize the revised project and associated environmental consequences. Impacts will be presented in tabular format to simplify review by decision-makers and the general public. The Table of Contents will provide readers with the appropriate page number where each major section of the EIR can be found, consistent with Section 15122 of the CEQA Guidelines.
- **Project Description.** The Project Description section will consist of the project description that was prepared in Task 2. This section will include a description of the project, focusing on project characteristics relevant to the analysis, project objectives, and required discretionary approvals. Construction details, such as duration and potential equipment, will also be summarized to inform the analysis. The project description will include textual, tabular, and graphic presentation to fully describe the project and form a basis for the environmental analysis.
- **Introduction and Environmental Setting.** These required introductory sections will lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the EIR, and provide a discussion of lead, responsible, and trustee agencies. The environmental setting will provide a general description of the existing geographic character of the project site and the site vicinity.
- **Environmental Impact Analysis.** This section will analyze impacts to each resource area evaluated in the EIR. For each issue area, the analysis will include four main components:
 - **Setting.** Description of current conditions with respect to the issue in question, including the existing regulatory environment
 - **Impact Analysis.** Discussion of potentially significant effects of the proposed project; impacts are typically compared to established “thresholds of significance”
 - **Mitigation Measures.** Methods by which significant effects can be reduced or eliminated

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- **Level of Significance After Mitigation.** Discussion of whether or not proposed mitigation measures reduce impacts to below the adopted significance threshold
- **Other CEQA-Required Discussions.** This section will include discussions of other sections required by the CEQA Guidelines and will include an analysis of potential growth-inducing impacts and irreversible environmental effects. This section will also address resource areas with all less than significant impacts or no impacts.
- **Cumulative Impacts.** Consistent with Section 15130 of the CEQA Guidelines, cumulative impacts resulting from the project impacts combined with impacts of other projects in the area will be evaluated. Other projects in the area will be derived in consultation with the County. Mitigation measures will be provided, as applicable, to reduce significant cumulative impacts of the project.
- **Alternatives.** This section will be prepared in accordance with the requirements of the State CEQA Guidelines, Section 15126.6, and recent court decisions. The purpose of this section will be to promote informed decision-making and to evaluate a reasonable range of project alternatives. CONTRACTOR Consultants assumes up to three alternatives will be evaluated. This will include the CEQA- required “no project” alternative and up to two project alternatives.
- **References.** This section of the EIR will provide a list of references for the citations found in the body of the EIR. A copy of the reference material will be kept in the administrative record, and provided to the County completion of the Draft EIR, as outlined in Task 9.

TASK 5 - Second Administrative Draft EIR:

CONTRACTOR will respond to County comments on the Administrative Draft EIR and submit a Second Administrative Draft EIR for review. This document will be submitted in Microsoft Word with revisions shown in track changes.

TASK 6 - Public Review Draft EIR:

After County review of the Second Administrative Draft EIR, CONTRACTOR will conduct final revisions and prepare the Draft EIR for public review. Prior to publication, we will provide a clean PDF screen check document for final County review. We assume that any comments at this stage will be limited to minor typographical or formatting edits, if any. We have assumed that the County will be responsible for all public noticing and circulation of the Draft EIR to the State Clearinghouse, County Clerk, and interested parties. We further assume the County will be responsible for newspaper posting and noticing to nearby property owners. CONTRACTOR staff will assist with preparation of notices and advise the County on CEQA circulation procedures as needed. CONTRACTOR will provide 11 hard copies plus 27 CDs of the Draft EIR in digital (Adobe PDF) format.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

TASK 7 - Responses to Comments/Administrative Final EIR:

Upon receipt of public comments on the Draft EIR, CONTRACTOR will prepare draft response to comments and an Administrative Final EIR for review by the County. This scope of work assumes that up to 10 comment letters containing comments on the content of the CEQA document will be received. This includes three lengthy (over five pages) and/or substantive letters, that can be adequately responded to in a maximum of 80 professional staff hours. These assumptions are based on our prior experience with similar EIRs and our understanding of the litigious nature of CEQA review in the county. Comment letters that solely express support or opposition to the project would not count against the 10-letter estimate. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period. This scope of work assumes up to three rounds of expedited review by the County staff.

TASK 8 - Final EIR and MMRP:

Upon receipt of comments on the Administrative Final EIR, we will incorporate changes and prepare the Final EIR. This task will also include preparation of the Mitigation Monitoring and Reporting Program (MMRP), which will include a list of mitigation measures, monitoring timing, and responsibility in Microsoft Word format, for County staff to easily input into Accela.

Prior to certification of the Final EIR, and after receiving comments by County staff on the Administrative Final EIR, CONTRACTOR will deliver 18 hard copies of the Final EIR, along with 17 CDs and a digital copy (Adobe PDF) for posting to the County's website. This will be the "hearing draft" version of the EIR for use by the decision makers when they consider the project for final action.

Upon certification of the Final EIR and project approval, we will prepare a Final EIR that includes any Planning Commission- and/or Board of Supervisors-directed changes, and submit this to the County in digital form and in PDF and Microsoft Word formats. CONTRACTOR will also prepare a Notice of Determination (NOD), which we assume County staff will file with the Monterey County Clerk, including applicable filing fees.

Optional Task: CEQA Findings

If requested by the County, CONTRACTOR can prepare the CEQA findings for the project in accordance with CEQA Guidelines Section 15091. The findings will include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the document. If a significant and unavoidable impact is identified in the EIR, CONTRACTOR will prepare the Statement of Overriding Considerations. CONTRACTOR will provide an administrative draft of the CEQA findings for County

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

staff and legal review and comment, and then incorporate comments into a final document.

Optional Task: Public Hearing Attendance

As an optional task, CONTRACTOR's Principal-In-Charge and/or Project Manager can attend up to two public hearings on the project. Attendance will include oral presentations to the hearing body and graphic presentations, if desired. CONTRACTOR will attend additional hearings at a rate of \$1,500 per meeting.

TASK 9 - Administrative Record

CONTRACTOR will maintain the Administrative Record for this project. CONTRACTOR will develop a work plan at the outset that instructs internal staff on the way in which the Administrative Record will be developed and maintained. As sources are referenced in each section of the report, they are logged in an index containing a hyper-linked cross-reference to the individual source files, copies of which are maintained on company servers. These include, for example, guidance documents, websites, correspondence, and technical memoranda. The citations and source files will be audited during our technical review to ensure the record is complete and comprehensive. The index and source files will be supplied on a thumb drive alongside the Draft EIR. If any citations are added during preparation of the Final EIR, the added source files will be submitted via CONTRACTOR's File Transfer Protocol (FTP) server.

TASK 10 - Project Management

This task includes management and coordination through the duration of the project, including project oversight, budget and schedule management, and project accounting including billing and accounts receivable efforts. In addition, this task includes up to three virtual meetings, which would be attended by CONTRACTOR's local Project Manager or Principal-in-Charge. Additional bi-weekly check-in conference calls are assumed to occur via telephone and last approximately thirty minutes each. CONTRACTOR's Principal-in-Charge and/or technical staff will participate in check-in calls when appropriate.

Technical Approach to Environmental Issues

Based on our experience with similar projects and the project area, the EIR will focus on the following issue areas. Other issues (including Agricultural and Forestry Resources, Energy, Hazards and Hazardous Materials, Mineral Resources, Population and Housing, Public Service, and Recreation) will be addressed in the revised Initial Study circulated with the NOP. Alternatively, if the County prefers not to circulate the Initial Study, these issue areas will be addressed in an Effects Found Not to be Significant section.

To the extent possible, Rincon will incorporate information from the existing technical reports prepared for the project. Rincon will additionally leverage our extensive experience in CEQA review in the county as well as the existing Initial Study for the

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

project to streamline the analysis, where possible. If the analysis determines any potentially significant environmental effects may result, beyond those that were already identified in the previous Initial Study, we will notify the County immediately.

Aesthetics

The project site is located in a rural area immediately south of Pesante Road, approximately 0.75 mile east of U.S. Highway 101. While the site is not visible from Highway 101 due to intervening topography, future development on the site would be visible from local roadways, including Pesante Road and Hillview Terrace. Rincon will photo document the existing visual setting during a site visit and assess whether removal of 215 oak trees and development of the site with up to 26 new residences and associated roads and utilities would have a substantial adverse effect on a scenic vista, substantially damage scenic resources, or substantially degrade the existing visual character or quality of the site and its surroundings. This section will also consider the addition of nighttime lighting and daytime glare to the site. Mitigation will be identified as appropriate.

Air Quality

The air quality analysis will be prepared in conformance with the methodologies and significance thresholds outlined in the Monterey Bay Resources District (MBARD) CEQA Air Quality Guidelines. The analysis will include a discussion of the current air quality setting within the local airshed along with local climatic and air pollution data from local air monitoring stations. Significance criteria will be based on MBARD thresholds. Potential long-term emissions associated with the project are primarily the result of traffic generated by the proposed project. These emissions will be quantified for the proposed project using the California Emissions Estimator Model (CalEEMod) based on the trip generation rates provided in the TIA for the project. Area source emissions (e.g., those associated with natural gas consumption, landscaping, and architectural coatings) will also be quantified. Total projected long-term emissions will be compared to the MBARD's operational thresholds of significance (137 pounds per day of VOC or NO_x, 82 pounds per day of PM₁₀, 550 pounds per day of CO, and 150 pounds per day of SO_x) to determine their significance. If projected emissions would exceed thresholds, measures to mitigate air quality impacts will be identified. Short-term construction-related emissions will be estimated based on standard regional assumptions for equipment activity and construction duration and compared to current state and federal Air Quality Standards and MBARD construction emissions thresholds of significance (82 pounds per day of PM₁₀). Consistency with the current Air Quality Management Plan (AQMP) will be determined. This includes a comparison of population generated by the proposed project with Association of Monterey Bay Area Governments (AMBAG's) regional growth forecasts. In accordance with the latest consistency procedures, AMBAG will not be contacted to make the consistency determination. If significant impacts are identified, appropriate mitigation measures will be provided in consultation with MBARD.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Biological Resources

The 2007 BRA (Zander Associates 2007; updated 2013) described the project site as undeveloped and consisting predominantly of grasslands, coast live oak woodlands, chaparral, and coastal scrub habitats. Based on the results of the existing FMP (Staub Forestry & Environmental Consulting 2007), the proposed project would result in the removal of approximately 215 coast live oak trees. Two seasonal wetlands located on the property were originally evaluated as avoided and preserved in the proposed open space parcels. The BRA is 13 years old, with a seven-year-old update, and is outdated for the purposes of CEQA review. The BRA and update also lack any figures or mapping of vegetation communities or land cover types, and as such, Rincon cannot confirm the accuracy of the reported extent of impacts to specific vegetation communities, or the avoidance of season wetlands. Additionally, the BRA did not address all of the CEQA Appendix G checklist questions for biological resources.¹ Given these identified issues, Rincon recommends that we complete an updated assessment of potential impacts to biological resources, including resources that may have become protected since the most recent BRA update in 2013.

Rincon's biological resources assessment will document the current existing biological conditions, map vegetation communities and land cover types in the study area, evaluate the potential for impacts to sensitive biological resources from project development based on current site designs, and develop mitigation measures to reduce potential impacts to less than significant levels. The biological resources assessment will include a review of all readily available existing information, project plans, aerial imagery, databases (i.e. California Natural Diversity Database [CNDDB] and California Native Plant Society [CNPS] rare plant inventory) and other available literature, including the project-specific BRA (Zander 2007; updated 2013) and FMP (Staub Forestry & Environmental Consulting 2007), as well as a reconnaissance-level field survey to verify preliminary desktop mapping of vegetation communities and wildlife habitats present on the project site. Our scope does not include protocol-level botanical or wildlife surveys; however, the assessment may determine that protocol surveys would be required based on preliminary results. The analysis will address potential impacts to special status plants and wildlife, sensitive vegetation communities, and jurisdictional waters, if present, and will evaluate potential impacts, and possible mitigation for loss of oak woodland and individual oak trees in the context of the applicant prepared FMP, and the County's position on Legislative Analysis of Senate Bill (SB) 1334 (Oak Woodlands Conservation, Conversion & Environmental Review). The results of the biological resources assessment will be presented in the Biological Resources section of the EIR. The scope of work does not include preparation of stand-alone BRA Report, or formal updates to the existing BRA.

The EIR section will 1) document the existing baseline conditions for biological resources; 2) evaluate the potential for special status plants and animals to occur on the site; 3) present an impacts analysis for biological resources inclusive of sensitive vegetation communities and jurisdictional wetlands (including waters of the U.S. and waters of the State including associated riparian habitat), wildlife movement corridors

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

and wildlife nurseries, local policies and existing conservation plans; and 4) propose suitable mitigation, if necessary, to reduce potential impacts.

Cultural Resources

As part of a cultural resources investigation, Rincon will conduct a California Historical Resources Information System (CHRIS) records search of the proposed project site as well as a 0.5-mile radius around the project site at the Northwest Information Center (NWIC) located at Sonoma State University. The records search will reveal the nature and extent of any cultural resources work previously conducted within the project site and adjacent vicinity. Rincon assumes NWIC direct expenses will not exceed \$1,000. Rincon will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File (SLF). Rincon will prepare and mail a letter to NAHC-listed contacts received from the SLF, requesting that they notify the county about any known Native American cultural resources within or near to the project site. This task does not include any meetings with the any agencies or tribal organizations. This task does not constitute formal consultation under Assembly Bill (AB) 52; it is a standard best management practice intended to gather information to inform the cultural resources analysis.

Monterey County Geographic Information System indicates that the subject property has a low archaeological sensitivity; however, AB 52 consultation previously conducted for the project has identified the area as sensitive for Native American resources. Further, the area has been used historically for ranching activities and may contain post-contact cultural resources. The project site contains oak woodland and a seasonal drainage that would have provided resources attractive to human habitation. Based on the project site setting, AB 52 consultation, and Rincon's understanding of the region, the project site may contain cultural resources. Therefore, Rincon will conduct a targeted cultural resources site visit to examine the areas most likely to contain cultural resources. For the purposes of this scope and cost, Rincon assumes no cultural resources will be identified during the study. Upon completion of the survey and analysis of results, Rincon will prepare a brief cultural resources memorandum discussing the results of the records search, Native American scoping, and field survey. The results of this memorandum will be used to inform the CEQA analysis.

Geology and Soils

Portions of the project site have slopes exceeding 30 percent, and the site is in an area subject to substantial ground-shaking hazards. According to the Preliminary Geologic & Soil Engineering Report and Percolation Testing (Geotechnical Report; Landset Engineers 2006), the proposed residential development is feasible from a geologic and soil engineering standpoint provided that recommendations included in the report are incorporated into the project design. This Geotechnical Report will be incorporated into the EIR section. The corresponding discussion will identify potential impacts associated with slopes, seismic risk, and soil-related hazards (e.g., liquefaction, shrink-swell, erosion, etc.). Per County protocol, recommendations contained in the Geotechnical

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Report will be identified as conditions of approval for the project, rather than as mitigation.

The geology section will also discuss the suitability of on-site soils for installation of the proposed septic systems, based in the Geotechnical Report and Supplemental Percolation Testing report (Landset Engineers September 2007).

Lastly, the EIR will discuss the paleontological sensitivity of geologic units within the project site, assess potential for impacts to paleontological resources from development of the proposed project, and recommend mitigation measures to avoid or mitigate impacts to scientifically significant paleontological resources.

Greenhouse Gas Emissions

The EIR will evaluate impacts related to greenhouse gases (GHGs) and climate change. Using CalEEMod, GHG emission for the proposed project will be quantified. The EIR will summarize the proposed project's potential contribution to cumulative impacts related to climate change. The impact analysis will include an overview of the types and sources of GHGs, and the potential environmental effects of GHGs and climate change. An overview of the current regulatory framework regarding GHGs & climate change, including AB 32, SB 97, and SB 375, as well as adopted amendments to the State CEQA Guidelines, will also be described.

MBARD has not formally adopted thresholds to evaluate GHG emissions. In the absence of local guidance, Rincon will consult with MBARD staff during the preparation of this section to verify the appropriate thresholds. In our experience, MBARD encourages lead agencies to consider a variety of metrics for evaluating GHG emissions and related mitigation measures as they best apply to the specific project. MBARD has in the past recommended using the adopted San Luis Obispo Air Pollution Control District (SLOAPCD) quantitative threshold for land use projects, which may be appropriate here given prior County precedent. To account for the recent court case, *Golden Door Properties v. County of San Diego*, Rincon will provide a summary justifying the use of this threshold. Finally, using the results from the CalEEMod run, Rincon will prepare a GHG section that focuses on the impacts of the proposed project on climate change.

Hydrology and Water Quality

Based on Rincon's local knowledge of the hydrology and water quality issues across the Monterey Peninsula, Rincon estimates that this section of the EIR is likely to be one of the two most controversial issues of the project (alongside Biological Resources). This section of the EIR will be based on a Preliminary Drainage Study prepared for the project by LandSet Engineers (January 2007), the Hydrogeologic Study prepared for the project by Aaron Bierman (February 2020), as well as Rincon's extensive expertise and local knowledge in the area of water resources.

Water to the project would be provided by the PSMCSD, which has provided a will-serve letter for the project. Specifically, the property is located in the NORMCO water service

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

area of PSMCSD. The applicant proposes expansion of and connection to the NORMCO water system which is owned and operated by PSMCSD with oversight from the State Water Resources Control Board and Monterey County Environmental Health Department. According to the RFP, it is anticipated that adequate water quality can and will be provided for project from the NORMCO water system service area. The well that is proposed to serve the subdivision is located in the Langley Subbasin which is part of the Salinas Valley Groundwater Basin. The Hydrogeologic Study (2020) concludes that there is long-term water supply to serve the project. Rincon will review the Hydrogeologic Study, as well as reviewing existing information available from PSMCSD to determine if project water demand would substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or lowering of the groundwater table. If a potentially significant environmental impact is identified, Rincon will work with the County to identify applicable mitigation to minimize project impacts to the greatest extent feasible.

The EIR will also describe the existing flooding, drainage and stormwater collection systems within the immediate project area. The analysis will describe regulations regarding water quality, including

National Pollutant Discharge Elimination System (NPDES) requirements. Potential impacts related to runoff volumes, drainage patterns, and water quality will be determined, with a qualitative discussion of impacts to water resources. Recommended mitigation measures to contain projected stormwater flows, protect long-term water quality, and promote water conservation will be provided as appropriate.

This scope of work does not include preparation of long-term water supply planning projections, but rather a review and summation of existing available data provided in the Hydrogeologic Study. If this data review and analysis determines that additional, site- or project-specific data is needed we will alert the County immediately and consult on how best to proceed.

Land Use and Planning

The land use analysis will consider whether the proposed project would physically divide an established community; conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect; or conflict with applicable habitat conservation plan or natural community conservation plan. According to County policy, because the project application was deemed complete in 2007 (prior to adoption of the 2010 General Plan), policies contained in the 1982 Monterey County General Plan apply to this project. The policy consistency analysis in the EIR will, therefore, focus on relevant 1982 policies adopted for the purpose of avoiding or mitigating an environmental effect.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Noise

The noise analysis will evaluate the project's temporary noise and vibration impacts associated with project construction, long-term noise impacts related to project traffic, and potential exposure of residential units to noise. Rincon will conduct up to two 15-minute daytime sound level measurements in the field using an ANSI Type II sound level meter. These noise measurements will be taken during the aesthetics analysis site visit. The analysis of temporary noise and vibration impacts associated with construction will be based on typical construction noise and vibration levels and standard noise and vibration attenuation factors. Noise and vibration levels associated with construction activities will be quantified and projected at the nearest sensitive receptors and compared to applicable County standards. Traffic noise will be forecasted and will be added to the existing and baseline cumulative traffic volumes. From this, the incremental noise level increases will be calculated and compared to Federal Transit Administration (FTA) thresholds developed based on FTA criteria. Ambient noise on-site will be compared to the most recent County standards to determine whether or not the proposed residential units would be exposed to noise exceeding acceptable levels. Mitigation requirements will be identified for noise impacted areas. Noise reduction measures may involve various methods to address temporary construction impacts and/or techniques to minimized exposure of off-site receptors and/or site residents to excessive noise, including building techniques to reduce interior noise, orientation of outdoor activity areas, or the use of walls, greenbelts, and/or setbacks.

Transportation

Hexagon will update the TIA originally prepared by Mott MacDonald (August 2016). Hexagon will include an analysis of vehicle miles traveled (VMT). The VMT analysis will rely on the AMBAG Travel Demand Model to estimate the total Countywide VMT without and with the project under one horizon year selected by the County. In addition, VMT related to the project will be compared to local and regional averages. Based on the result of the VMT analysis, the updated TIA will identify project impacts. If significant impacts are identified, mitigation measures will be recommended, as appropriate, that could avoid or reduce a significant impact including implementation of Travel Demand Management measures or in-lieu fees to fund regional VMT-reduction programs. The VMT analysis will be provided digitally in a letter style report. Refer to Attachment A for Hexagon's full proposed Scope of Services.

Tribal Cultural Resources

We understand that the County has completed AB 52 consultation with the Ohlone/Costanoan-Esselen Nation (OCEN). OCEN identified the area as sensitive and requested mitigation measures be incorporated. Rincon will summarize the AB 52 efforts undertaken by the County and will include mitigation consistent with OCEN's request in the EIR.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Rincon assumes that the County has completed their AB 52 obligations for this project and does not require assistance with any additional consultation. If the County requires such assistance, Rincon can provide it at additional scope and cost.

Utilities and Service Systems

The proposed project would result in an increase in demand for public services and utilities. According to the RFP, water to the project would be provided by the PSMCSD and wastewater service would be provided by individual septic systems on each lot. As identified above, under Hydrology and Water Quality, the project may result in potential impacts due to a lack of long-term sustainable water supply. As a result, this section will rely on the Hydrogeologic Study (2020) to evaluate the water demands of the proposed project uses. Project water demands and water supply will be compared for three hydrologic conditions: (1) normal water year, (2) single dry year, and (3) severe drought conditions (i.e., three dry years). If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible. In addition, Rincon will use information provided in the 1982 Monterey County General Plan and by County Environmental Health staff, as well as landfill information provided by Department of Resources Recycling and Recovery to quantify and describe the impacts of the project on water and wastewater systems and infrastructure, storm water, and solid waste landfills.

Wildfire

According to the Monterey County Geographic Information System, the project is located in State Responsibility Area and is designated as a High Wildland Fire Hazard Area. Based on this designation, the EIR will assess the potential for exposure of future on-site residents to loss, injury, or death as a result of wildland fire. If significant impacts are identified, mitigation measures will be developed to avoid or minimize project impacts to the greatest extent feasible.

The project includes a secondary access road for emergencies, and the North County Fire District indicated in October 2015 that this secondary access would satisfy the needs of the Fire District. This analysis will include consultation with the North County Fire District to verify the continued applicability of this review. The EIR will examine these issues and provide appropriate mitigation.

SCHEDULE

CONTRACTOR proposes a 39-week (or nine month) schedule for preparation of the EIR, as presented in the table below. Delays in receiving requested information or responses by others may result delays in the overall schedule.

Task	Timing	Total Time Elapsed
Notice to Proceed	-	
Project Kickoff	1 week after Notice to Proceed	1 week

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task	Timing	Total Time Elapsed
Project Description	3 weeks	4 weeks
Optional: Public Scoping Meeting	1 day	During 30-day review period
Administrative Draft EIR	12 weeks	16 weeks
County Review	3 weeks	19 weeks
Second Administrative Draft EIR	3 weeks	22 weeks
County Review	1 week	23 weeks
Public Review Draft EIR	2 weeks	25 weeks
Public Review	45 days	31 weeks
Responses to Comments/ Administrative Final EIR	4 weeks	35 weeks
County Review	2 weeks	37 weeks
Final EIR and MMRP	2 weeks	39 weeks

ASSUMPTIONS

1. All referenced technical reports provided by the County (other than the BRA) will not need verification and are deemed accurate, timely, and complete.
2. The Administrative Draft and Second Administrative Draft EIR will be submitted to the County in digital format only. Comments will be provided to CONTRACTOR in a single, consolidated version.
3. The EIR will not be reviewed extensively by County Counsel.
4. Appendices to the Draft EIR will not be provided in print or hard copy format, but instead attached as CDs to the back covers of print copies of the Public Draft EIR.
5. Responding to up to 10 comment letters received on the Public Draft EIR will require a maximum of 80 hours of professional CONTRACTOR staff time (excluding letters solely expressing support or opposition). These assumptions are based on our prior experience with similar EIRs and our understanding of the litigious nature of CEQA review in the County. The actual level of effort required to respond will depend on the length, detail, and sophistication of the comments, in addition to the number of letters received. We reserve the right to reevaluate the effort level and request a scope amendment upon close of the public comment period.
6. CONTRACTOR will provide up to 11 hard copies and 27 CDs of the Draft EIR and 18 hard copies and 17 CDs of the Final EIR.
7. The County will manage all required noticing and filing fee payments.
8. CONTRACTOR staff will not assist in staff report preparation.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

All written reports required under this Agreement must be delivered in accordance with the above Task schedule to the following individual:

Craig Spencer, Planning Services Manager
County of Monterey
Housing and Community Development
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527
Email: SpencerC@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$148,858.30 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:

Professional, Technical and Support Personnel	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate
Principal II	\$247	\$254	\$262	\$270	\$278
Director II	\$247	\$254	\$262	\$270	\$278
Principal I	\$227	\$234	\$241	\$248	\$255
Director I	\$227	\$234	\$241	\$248	\$255
Senior Supervisor II	\$211	\$217	\$224	\$231	\$237
Supervisor I	\$201	\$207	\$213	\$220	\$226
Senior Professional II	\$180	\$185	\$191	\$197	\$203
Senior Professional I	\$165	\$170	\$175	\$180	\$186
Professional IV	\$149	\$153	\$158	\$163	\$168
Professional III	\$134	\$138	\$142	\$146	\$151
Professional II	\$118	\$122	\$125	\$129	\$133
Professional I	\$108	\$111	\$115	\$118	\$122
Associate III	\$98	\$101	\$104	\$107	\$110
Associate II	\$93	\$96	\$99	\$102	\$105
Associate I	\$84	\$87	\$89	\$92	\$95
Project Assistant	\$77	\$79	\$82	\$84	\$87
Senior GIS Specialist	\$144	\$148	\$153	\$157	\$162
GIS/CADD Specialist II	\$129	\$133	\$137	\$141	\$145

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Professional, Technical and Support Personnel	2021 Hourly Rate	2022 Hourly Rate	2023 Hourly Rate	2024 Hourly Rate	2025 Hourly Rate
GIS/CADD Specialist I	\$115	\$118	\$122	\$126	\$129
Technical Editor	\$115	\$118	\$122	\$126	\$129
Production Specialist	\$91	\$94	\$97	\$99	\$102

There shall be no travel reimbursement allowed during this Agreement.

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.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract 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.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



Tasks	Rincon Labor Classification			Principal I	Senior Professional I	Professional IV	Professional III	Professional II	Production Specialist	GIS/CADD Specialist	Clerical
	Labor Cost	Direct Expense	Hours								
Task 1: Project Kickoff	\$1,802	\$33	10	4		6					
Task 2: Project Description	\$3,027		21	2		6	8		1	4	
Task 3: Notice of Preparation and Initial Study	\$3,719		27	4		4		18	1		
Task 4: Administrative Draft EIR	\$11,114	\$18,800	66	2		4		18	1		
Executive Summary	\$1,737		11	2		6			1		
Introduction and Environmental Setting	\$1,348		8	2		6					
Environmental Impact Analysis											
Aesthetics	\$2,503	\$33	19	1	3			14		1	
Air Quality	\$9,029		21	2	2		15		1		
Biological Resources	\$8,429	\$128	55	4		32		18	1	6	
Cultural Resources	\$6,286	\$1,556	50	1	6			40	1	2	
Geology and Soils	\$2,660		18	2	2						
Greenhouse Gas Emissions	\$9,019		21	2	2		14				
Hydrology and Water Quality	\$2,870		18	2	2		16		1		
Noise	\$9,019	\$100	21	2	2	14		16	1		
Land Use and Planning	\$2,586		18	2	1			14	1		
Transportation	\$2,789	\$18,800	19	2	2			14		1	
Tribal/Cultural Resources	\$1,717		13	1	2			10			
Utilities	\$2,488		18	1			14		1	1	
Wildfire	\$2,897		17	1	1		14			1	
Other CEQA-Required Discussions	\$2,227		15	1	4		10				
Alternatives (4)	\$4,448		29	2	4	20	1		1		
References and List of Preparers	\$1,114		6	2	4						
Task 5: Second Administrative Draft EIR	\$6,358		40	2	6	10	10		4	2	
Task 6: Public Review Draft EIR	\$4,860	\$2,055	34	4	6	6	10		6	2	
Task 7: Responses to Comments/Administrative Final EIR	\$12,496		80	10	20	30	8	8	2	2	
Task 8: Final EIR and MMRP	\$4,520	\$2,955	30	4	4	6	14		2		
Task 9: Administrative Record	\$1,980	\$20	12	4			8				
Task 10: Project Management and Coordination	\$15,425		91	35		44					12
SUBTOTAL COST	\$108,763	\$20,679	726	\$ 34,389	\$ 12,210	\$ 28,608	\$ 35,058	\$ 13,508	\$ 1,457	\$ 2,709	\$ 924

Direct Cost Detail

Vehicle Costs	\$ 268
Sound Level Metering Field Equipment	\$ 100
Standard Field Equipment Package	\$ 95
EIR Production	\$ 4,350
Reproduction CDs	\$ 660
USB Flash Drive	\$ 20
Hotel/Per Diem	\$ 236
NWIC Records Search (Cultural)	\$ 1,150
Subconsultant Fee: Hexagon (Transportation)	\$ 13,800
SUBTOTAL ADDITIONAL COSTS	\$ 20,679

Professional Services - The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Summary

Professional Fees Subtotal	\$108,763
Direct Costs Subtotal	\$20,679
TOTAL PROJECT BUDGET	\$ 129,442

Optional Tasks

Public Scoping Meeting	\$2,500
Peer Review of BRA and FMP	\$8,050
CEQA Findings	\$5,000
Public Hearing (\$1,500 per Hearing)	\$3,000
TOTAL OPTIONAL TASK BUDGET	\$ 18,550

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoice Coversheet

Rincon Consultants, Inc.
Charolais Ranch Subdivision Project EIR

Date: _____
 Invoice No. _____

Agreement Term:
Agreement Amount:

This Invoice:

Task 1	\$1,802.00	KICKOFF	_____
Task 2	\$3,027.00	DESCRIPTION	_____
Task 3	\$3,719.00	NOTICE OF PREPARATION AND INITIAL STUDY	_____
Task 4		ADMINISTRATIVE DRAFT EIR	_____
	\$1,737.00	Executive Summary	_____
	\$1,348.00	Introduction and Environmental Setting	_____
		Environmental Impact Analysis	_____
	\$2,503.00	Aesthetics	_____
	\$3,019.00	Air Quality	_____
	\$8,429.00	Biological Resources	_____
	\$6,286.00	Cultural Resources	_____
	\$2,660.00	Geology and Soils	_____
	\$3,019.00	Greenhouse Gas Emissions	_____
	\$2,870.00	Hydrology and Water Quality	_____
	\$3,019.00	Noise	_____
	\$2,586.00	Land Use Planning	_____
	\$16,589.00	Transportation	_____
	\$1,737.00	Tribal Cultural Resources	_____
	\$2,488.00	Utilities	_____
	\$2,397.00	Wildfire	_____
	\$2,227.00	Other CEQA-Required Discussions	_____
	\$4,448.00	Alternatives (4)	_____
	\$1,114.00	References and List of Preparers	_____
Task 5	\$6,258.00	Second Administrative Draft EIR	_____
Task 6	\$4,860.00	Public Review Draft EIR	_____
Task 7	\$12,496.00	Responses to Comments/Administrative Final EIR	_____
Task 8	\$4,520.00	Final EIR and MMRP	_____
Task 9	\$1,980.00	Administrative Record	_____
Task 10	\$15,425.00	Project Management and Coordination	_____
		Direct Cost Summary	_____
	\$268.00	Vehicle Costs	_____
	\$5,010.00	Printing and Reproduction Costs	_____
	\$5,278.00		_____
		GRAND TOTAL:	_____
		REMAINING BALANCE:	_____

Approved as to Work/Payment:

 Craig Spencer, Planning Services Manager

 Date

EXHIBIT B – REVISION TO SECTION 8, INDEMNIFICATION, OF 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.

EXHIBIT 2

**APPLICABLE FEE SCHEDULE,
DATED September 17, 2019**

EXHIBIT 2
MONTEREY COUNTY LAND USE FEES MATRIX

Approved September 17, 2019

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Fee Type (1)/(2)	RMA Tier	Foot-coues	Total Upfront Fees for Customers w/ OWTS (Add'l fees may apply) (2)	Total Upfront Fees for Customers w/ Public Utilities (Add'l fees may apply) (2)	RMA Fee 2019	RMA File Storage Fee (1-.70%)	RMA Tech Fee (6.20%)	RMA GPU	County Counsel Fee 2019	EHB Fee 2019: OWTS, Well, or Water System	EHB Fee 2019: Public Utilities	CAO 2019
Address Assignment (first address assignment)	No Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Address Assignment (additional address assignments)	Each		\$ 97	\$ 97	\$ 90	\$ 1.53	\$ 5.58	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative Permit or Coastal Administrative Permit (General)	Tier 4		\$ 7,628	\$ 6,845	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 167	\$ 1,566	\$ 783	\$ -
Commercial or Industrial												
Administrative Permit or Coastal Administrative Permit (General)	Tier 4		\$ 7,628	\$ 6,219	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 167	\$ 1,566	\$ 157	\$ -
Residential												
Airport Land Use Commission Application Review	Tier 2		\$ 1,402	\$ 1,402	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ 223	\$ -	\$ -	\$ -
Appeal (Coastal)	No Fee	(3) (7)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Appeal (Inland)	Each	(7)	\$ 3,540	\$ 3,540	\$ 3,000	\$ 51.00	\$ 186.00	\$ -	\$ 146	\$ 157	\$ 157	\$ -
Appeal of Fee Determination (No GP surcharge)	Tier 2	(3) (7)	\$ 1,225	\$ 1,225	\$ 1,000	\$ 17.00	\$ 62.00	\$ -	\$ 146	\$ -	\$ -	\$ -
Application Request	Tier 1	(7)	\$ 540	\$ 540	\$ 500	\$ 8.50	\$ 31.00	\$ -	\$ -	\$ -	\$ -	\$ -
Big Sur Viewshed Acquisition (Transfer of Development Right)	Tier 3		\$ 3,537	\$ 3,537	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ -	\$ -	\$ -	\$ -
Certificate of Compliance - Conditional (1-2 Lots)	Tier 5	(12)	\$ 10,374	\$ 9,591	\$ 7,000	\$ 119.00	\$ 434.00	\$ 700	\$ 1,338	\$ 783	\$ -	\$ -
Certificate of Compliance - Conditional (Add'l Lots \$1,000)	Tier 5		\$ 1,302	\$ 1,302	\$ 1,000	\$ 17.00	\$ 62.00	\$ -	\$ 223	\$ -	\$ -	\$ -
Certificate of Compliance - Unconditional (1-2 parcels)	Tier 3	(12)	\$ 4,875	\$ 4,875	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ 1,338	\$ -	\$ -	\$ -
Certificate of Compliance - Unconditional (Add'l lots \$1,000)	Tier 3	(12)	\$ 1,302	\$ 1,302	\$ 1,000	\$ 17.00	\$ 62.00	\$ -	\$ 223	\$ -	\$ -	\$ -
Certificate of Correction	Tier 2		\$ 1,291	\$ 1,291	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ 112	\$ -	\$ -	\$ -
Change of Commercial or Industrial Use	Tier 2		\$ 1,492	\$ 1,336	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ -	\$ 313	\$ 157	\$ -
Coastal Development Permit - Commercial/Industrial	Tier 6		\$ 14,025	\$ 13,242	\$ 10,000	\$ 170.00	\$ 620.00	\$ 1,000	\$ 669	\$ 1,566	\$ 783	\$ -
Coastal Development Permit - Residential	Tier 6		\$ 14,025	\$ 12,616	\$ 10,000	\$ 170.00	\$ 620.00	\$ 1,000	\$ 669	\$ 1,566	\$ 157	\$ -
Coastal Implementation Plan Amendment (Deposit)	Tier 7		\$ 25,810	\$ 25,810	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ -	\$ -	\$ -
Combined Development Permit	Tier 6		\$ 14,025	\$ 13,242	\$ 10,000	\$ 170.00	\$ 620.00	\$ 1,000	\$ 669	\$ 1,566	\$ 783	\$ -
Commercial Cannabis Permit - Initial Permit (Deposit)	Hourly		\$ 4,653	\$ 4,653	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ 424	\$ 2,050	\$ 2,050	\$ 1,000
Commercial Cannabis Permit - Renewal (Deposit)	Hourly		\$ 1,069	\$ 1,069	\$ 230	\$ 3.91	\$ 14.26	\$ 23	\$ 160	\$ 138	\$ 138	\$ 500
Condition Compliance / Mitigation Monitoring (Deposit)	Hourly		\$ 9,020	\$ 9,020	\$ 6,000	\$ 102.00	\$ 372.00	\$ 600	\$ 446	\$ 1,500	\$ 1,500	\$ -
Condition Compliance without Mitigation Measures (Deposit)	Hourly		\$ 8,798	\$ 8,798	\$ 6,000	\$ 102.00	\$ 372.00	\$ 600	\$ 224	\$ 1,500	\$ 1,500	\$ -
Corner Record (Clerk Recorder Fees; Ca. Business and Professions Code § 8773.2)	Each		\$ 26	\$ 26	\$ 24	\$ 0.41	\$ 1.49	\$ -	\$ -	\$ -	\$ -	\$ -
Deed Restriction Processing (ministerial permits)	Hourly		\$ 500	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500	\$ 500	\$ -
Design Approval - Administrative, review & approval required, no hearing required	Tier 2		\$ 1,548	\$ 1,235	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ 56	\$ 313	\$ -	\$ -
Design Approval - Over The Counter, limited in scope, no hearing required	Tier 1		\$ 590	\$ 590	\$ 500	\$ 8.50	\$ 31.00	\$ 50	\$ -	\$ -	\$ -	\$ -
Design Approval limited in scope, no hearing required, no other departmental review required, minor change to existing structure, no add'l fees	No Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Design Approval, public hearing required	Tier 3		\$ 4,073	\$ 3,760	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ 223	\$ 313	\$ -	\$ -
Development Agreement (Deposit)	Tier 7		\$ 25,810	\$ 25,810	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ -	\$ -	\$ -
Development Review Conference - Commercial/Industrial	Tier 3	(5) (6)	\$ 4,320	\$ 4,320	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ -	\$ 783	\$ 783	\$ -

Approved 2019 Land Use Fee Matrix for information purposes only.
Please refer to department Fee Articles for adopted fee schedules.

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Fee Type (1) (2)	RMA Tier	Fee/Points	Total Upfront Fees for Customers w/ OWTS (Add'l fees may apply) (2)	Total Upfront Fees for Customers w/ Public Utilities (Add'l fees may apply) (2)	RMA Fee 2019	RMA File Storage Fee (1.70%)	RMA Tech Fee (6.20%)	RMA GPU	County Counsel Fee 2019	EHB Fee 2019: OWTS, Well, or Water System	EHB Fee 2019: Public Utilities	CAO 2019
Development Review Conference - Residential	Tier 3	(5) (6)	\$ 4,320	\$ 3,537	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ -	\$ 783	\$ -	\$ -
Director's Interpretation - Appeal (No GP Surcharge)	Tier 2	(3) (7) (13)	\$ 1,225	\$ 1,225	\$ 1,000	\$ 17.00	\$ 62.00	\$ -	\$ 146	\$ -	\$ -	\$ -
Director's Interpretation (No GP Surcharge)	Tier 2	(7)	\$ 1,525	\$ 1,525	\$ 1,000	\$ 17.00	\$ 62.00	\$ -	\$ 446	\$ -	\$ -	\$ -
Emergency Permits	Tier 4		\$ 5,951	\$ 5,951	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 56	\$ -	\$ -	\$ -
Environmental Review - Addendum (tiered from earlier Environmental Impact Report, environmental review fees are additive to permit fees)	Tier 4		\$ 7,100	\$ 7,100	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 892	\$ 313	\$ 313	\$ -
Environmental Review - Environmental Impact Report, (Extraordinary Development Application, Deposit)	Tier 7		\$ 28,310	\$ 28,310	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ 2,500	\$ 2,500	\$ -
Environmental Review - Initial Study (ND/MND, environmental review fees are additive to permit fees)	Tier 6		\$ 13,405	\$ 13,405	\$ 10,000	\$ 170.00	\$ 620.00	\$ 1,000	\$ 1,115	\$ 500	\$ 500	\$ -
Extraordinary Development Application (Deposit)	Tier 7		\$ 28,310	\$ 28,310	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ 2,500	\$ 2,500	\$ -
Flood Zone Inquiry Report or Flood Zone Inquiry Cover Page	No Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Franchise Agreement	Tier 5		\$ 8,253	\$ 8,253	\$ 7,000	\$ 119.00	\$ 434.00	\$ 700	\$ -	\$ -	\$ -	\$ -
Franchise Agreement Extension or Amendment	Tier 4		\$ 5,895	\$ 5,895	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ -	\$ -	\$ -	\$ -
General Development Plan	Tier 6		\$ 13,523	\$ 12,740	\$ 10,000	\$ 170.00	\$ 620.00	\$ 1,000	\$ 167	\$ 1,566	\$ 783	\$ -
General Plan / Land Use Plan Amendment (Deposit)	Tier 7		\$ 28,310	\$ 28,310	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ 2,500	\$ 2,500	\$ -
Hazard Tree Removal	No Fee	(8)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Hazardous Vegetation/Fuel Management Plan Review	No Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Landscape Management Plan Review	Tier 1		\$ 590	\$ 590	\$ 500	\$ 8.50	\$ 31.00	\$ 50	\$ -	\$ -	\$ -	\$ -
Letter of Public Convenience and Necessity	Tier 2		\$ 1,625	\$ 1,625	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ 446	\$ -	\$ -	\$ -
License to Cross Non-Access Strip	Tier 3		\$ 3,537	\$ 3,537	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ -	\$ -	\$ -	\$ -
Lot Line Adjustment - General	Tier 5		\$ 9,203	\$ 8,420	\$ 7,000	\$ 119.00	\$ 434.00	\$ 700	\$ 167	\$ 783	\$ -	\$ -
Lot Line Adjustment - Williamson Act	Tier 5		\$ 10,709	\$ 9,926	\$ 7,000	\$ 119.00	\$ 434.00	\$ 700	\$ 1,673	\$ 783	\$ -	\$ -
Lot Line Adjustment Amendments, Revisions or Extensions	Tier 3		\$ 4,543	\$ 3,760	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ 223	\$ 783	\$ -	\$ -
Mills Act Contract Application	Tier 3		\$ 4,429	\$ 4,429	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ 892	\$ -	\$ -	\$ -
Mills Act Contract Selected Contract Processing	Tier 2		\$ 1,179	\$ 1,179	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ -	\$ -	\$ -	\$ -
Minor & Trivial Amendment, hearing required	Tier 5		\$ 8,253	\$ 8,253	\$ 7,000	\$ 119.00	\$ 434.00	\$ 700	\$ -	\$ -	\$ -	\$ -
Minor and Trivial Amendment or Minor Amendment, no hearing required	Tier 3		\$ 4,432	\$ 3,649	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ 112	\$ 783	\$ -	\$ -
Monterey Peninsula Water Mgmt Dist. Allocation Tracking	Each		\$ 196	\$ 196	\$ 182	\$ 3.09	\$ 11.28	\$ -	\$ -	\$ -	\$ -	\$ -
Oak Woodland Guidelines Consistency Certification	Tier 2		\$ 1,402	\$ 1,402	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ 223	\$ -	\$ -	\$ -
Parcel Legality Determination 1-2 lots	Tier 3 (12)		\$ 4,875	\$ 4,875	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ 1,338	\$ -	\$ -	\$ -
Permit Amendment, Renewal, or Revision (not otherwise specified)	Tier 4		\$ 7,347	\$ 7,347	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 669	\$ 783	\$ 783	\$ -
Permit Extension	Tier 4		\$ 6,790	\$ 6,790	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 112	\$ 783	\$ 783	\$ -
Personal Cannabis Permit	Each		\$ 183	\$ 183	\$ 170	\$ 2.89	\$ 10.54	\$ -	\$ -	\$ -	\$ -	\$ -
Public Service Easement Abandonment	Tier 3		\$ 3,537	\$ 3,537	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ -	\$ -	\$ -	\$ -
Record of Survey (First Sheet)	Each		\$ 486	\$ 486	\$ 450	\$ 7.65	\$ 27.90	\$ -	\$ -	\$ -	\$ -	\$ -
Record of Survey (Add'l Sheets)	Each		\$ 162	\$ 162	\$ 150	\$ 2.55	\$ 9.30	\$ -	\$ -	\$ -	\$ -	\$ -
Research	Hourly		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Restoration Plan - Administrative	Tier 4		\$ 5,895	\$ 5,895	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ -	\$ -	\$ -	\$ -
Restoration Plan, Hearing Required	Tier 6		\$ 11,790	\$ 11,790	\$ 10,000	\$ 170.00	\$ 620.00	\$ 1,000	\$ -	\$ -	\$ -	\$ -

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Fee Type (1) (2)	RMA Tier	Post-Notes	Total Upfront Fees for Customers w/ OWTS (Add'l fees may apply) (2)	Total Upfront Fees for Customers w/ Public Utilities (Add'l fees may apply) (2)	RMA Fee 2019	RMA File Storage Fee (1.70%)	RMA Tech Fee (6.20%)	RMA GPU	County Counsel Fee 2019	EHB Fee 2019: OWTS, Well, or Water System	EHB Fee 2019: Public Utilities	CAO 2019
Road Abandonment	Tier 4		\$ 6,341	\$ 6,341	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 446	\$ -	\$ -	\$ -
Road Name	Tier 3		\$ 3,537	\$ 3,537	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ -	\$ -	\$ -	\$ -
Scenic Easement Amendment	Tier 3		\$ 3,983	\$ 3,983	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ 446	\$ -	\$ -	\$ -
Site Visit	Hourly		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Special Event Processing (other permits may be required; fees captured through other permits)	No Fee		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Specific Plan (Deposit)	Tier 7		\$ 25,810	\$ 25,810	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ -	\$ -	\$ -
Specific Plan Amendments (Deposit)	Tier 7		\$ 25,810	\$ 25,810	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ -	\$ -	\$ -
Specific Plan Conformance Determination, Director's Approval, No Hearing	Tier 2		\$ 1,848	\$ 1,848	\$ 1,000	\$ 17.00	\$ 62.00	\$ 100	\$ 669	\$ -	\$ -	\$ -
Specific Plan Conformance Determination, Hearing Required	Tier 4		\$ 6,564	\$ 6,564	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 669	\$ -	\$ -	\$ -
Subdivision - Minor or Standard - Amend Final Map (Deposit) Required \$6,000	Hourly		\$ 11,804	\$ 11,804	\$ 6,000	\$ 102.00	\$ 372.00	\$ 600	\$ 2,230	\$ 2,500	\$ 2,500	\$ -
Subdivision - Minor or Standard: Tentative / Vesting Tentative Map Amendment; Tentative / Vesting Tentative Map Application; Tentative / Vesting Tentative Map Extension; Extension / Subdivision Improvement Agreement Extension. (Deposit)	Tier 7		\$ 28,310	\$ 28,310	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ 2,500	\$ 2,500	\$ -
Surface Mine Annual Inspection (disturbed area <20 acres)	Tier 4		\$ 5,895	\$ 5,895	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ -	\$ -	\$ -	\$ -
Surface Mine Annual Inspection (disturbed area >20 acres)	Tier 6		\$ 11,790	\$ 11,790	\$ 10,000	\$ 170.00	\$ 620.00	\$ 1,000	\$ -	\$ -	\$ -	\$ -
Surface Mine Reclamation Plan (Deposit)	Tier 7		\$ 24,562	\$ 24,562	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 982	\$ -	\$ -	\$ -
Transfer of Development Credit	Tier 3		\$ 3,537	\$ 3,537	\$ 3,000	\$ 51.00	\$ 186.00	\$ 300	\$ -	\$ -	\$ -	\$ -
Tree Removal; (Director's Approval, Inland/Waiver, Coastal)	Tier 1		\$ 590	\$ 590	\$ 500	\$ 8.50	\$ 31.00	\$ 50	\$ -	\$ -	\$ -	\$ -
Use Permit - General (Commercial/Industrial)	Tier 4		\$ 7,963	\$ 7,180	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 502	\$ 1,566	\$ 783	\$ -
Use Permit - General (Residential)	Tier 4		\$ 7,963	\$ 6,554	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 502	\$ 1,566	\$ 157	\$ -
Use Permit - Oil & Gas (Deposit)	Tier 7		\$ 27,310	\$ 27,310	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ 1,500	\$ 1,500	\$ -
Variance	Tier 5		\$ 8,476	\$ 8,476	\$ 7,000	\$ 119.00	\$ 434.00	\$ 700	\$ 223	\$ -	\$ -	\$ -
Vested Rights Determination (Deposit)	Tier 7		\$ 25,810	\$ 25,810	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ -	\$ -	\$ -
Williamson Act - Farmland Security Zone Contract	Tier 4		\$ 7,679	\$ 7,679	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 1,784	\$ -	\$ -	\$ -
Williamson Act Contract Amendment	Tier 4		\$ 6,118	\$ 6,118	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 223	\$ -	\$ -	\$ -
Zone Change / Code Amendment (Deposit)	Tier 7		\$ 25,810	\$ 25,810	\$ 20,000	\$ 340.00	\$ 1,240.00	\$ 2,000	\$ 2,230	\$ -	\$ -	\$ -