



Monterey County Board of Supervisors

Board Order

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1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

A motion was made by Supervisor John M. Phillips, seconded by Supervisor Mary L. Adams to:

Agreement No.: A-15136

- a. Approve a Funding Agreement with Donald D. Chapin Jr. and Barbara A. Chapin, Co-trustees of the Chapin Living Trust dated April 27, 1999, to fund costs for Rincon Consultants, Inc., incurred by Monterey County for preparing an Initial Study and proposed Mitigated Negative Declaration (IS-MND) for the Chapin Commercial Cannabis Project (PLN170296) where the Base Budget is \$18,115.00, the Contingency Budget is \$5,000.00, and the Contract Administration Fee is \$446.00, for a total amount not to exceed \$23,561.00, for the term of March 16, 2021 through January 31, 2022; and
- b. Approve a Professional Services Agreement with Rincon Consultants, Inc. to prepare an Initial Study and proposed Mitigated Negative Declaration (IS-MND) for the Chapin Commercial Cannabis Project (PLN170296) where the Base Budget is \$18,115.00 and the Contingency Budget is \$5,000.00, for a total amount not to exceed \$23,115.00, for the term of March 16, 2021 through January 31, 2022; and
- c. Authorize the Housing and Community Development Director or designee to execute the Funding Agreement, Professional Services Agreement, and future amendments and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not exceed the original Agreement amounts except for a contract amendment administration fee of \$446 for each such amendment to the Funding Agreement.

PASSED AND ADOPTED on this 16th day of March 2021, by roll call vote:

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

NOES: None

ABSENT: None

(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting March 16, 2021.

Dated: March 23, 2021

File ID: A 21-076

Agenda Item No.: 29

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


Julian Lorenzana, Deputy

**FUNDING AGREEMENT
FOR THE
CHAPIN COMMERCIAL CANNABIS PROJECT
INITIAL STUDY AND PROPOSED MITIGATED NEGATIVE DECLARATION**

THIS FUNDING AGREEMENT, hereinafter, “**AGREEMENT**”, is made and entered by and between the County of Monterey, a political subdivision of the State of California (“**County**”), and Donald D. Chapin Jr. and Barbara A. Chapin, Co-trustees of the Chapin Living Trust dated April 27, 1999, (“**PROJECT APPLICANTS**”) (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 APPLICANTS** have applied to County for approval of development entitlements for the Chapin Commercial Cannabis Project, including a General Plan Amendment to adopt a Special Treatment Area to allow commercial cannabis retail sales; an Administrative Permit to allow commercial cannabis retail sales, commercial cannabis processing, and cannabis cultivation in existing greenhouse for display purposes only; and amendment to a previously approved General Development Plan, to allow the aforementioned uses in place of the existing landscaping business. The property is located at 115 and 117 Monterey Salinas Highway (Assessor’s Parcel Number 207-131-004-000 and 207-131-005-000). The property is approximately a 0.79 acres and 2.0 acres respectively. The project entails re-use of an existing 4,760-square foot building as a commercial cannabis dispensary and for edibles manufacturing, re-use of an existing 42 foot by 72 foot barn as an overflow commercial cannabis dispensary, re-use of the existing office building for office uses, re-use of two additional existing buildings for non-cannabis retail sales and to house non-cannabis accessories, and re-use of an existing greenhouse for demonstrations and educational cannabis cultivation purposes, referred to herein as “**PROJECT**.” The County is preparing environmental review of the **PROJECT** under the California Environmental Quality Act (CEQA).

B. The Parties have agreed to contract with Rincon Consultants, Inc., hereinafter, “**CONTRACTOR**,” to prepare an Initial Study/proposed Mitigated Negative Declaration (IS-MND) as part of the environmental review for the **PROJECT**. The County intends to contract with **CONTRACTOR** pursuant to the Professional Services Agreement, (“**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 the **PSA** and **PROJECT APPLICANTS** shall fund the cost of **CONTRACTOR’S** services thereunder as well as pay a County contract administration fee.

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**

APPLICANTS’ obligation to cover County’s cost of retaining CONTRACTOR and providing County staff to work on the PROJECT.

E. 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 APPLICANTS 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 APPLICANTS pursuant to this AGREEMENT.

F. 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”), County plans, 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 APPLICANTS shall deposit an amount equal to the CONTRACTOR’s Base Budget and the County’s Contract Administration Fee. This amount totals \$18,561.00 and includes:

CONTRACTOR’S Base Budget (excluding optional task)	\$18,115.00
Office of the County Counsel	
County Contract Administration Fee (non-refundable)	<u>\$446.00</u>

PROJECT APPLICANTS shall deposit a total amount of **\$18,561.00** with County of Monterey Housing and Community Development (HCD) upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County.

PROJECT APPLICANTS’ deposit of \$18,561.00 with County shall be a condition precedent to County’s obligation under this AGREEMENT.

2. Five Thousand Dollar (\$5,000) Project Contingency. An additional five thousand dollars (\$5,000) shall be included in the PSA between County and Contractor to cover contingencies. This five thousand dollar (\$5,000) Project Contingency amount is subject to the procedures in *Section B.3, Transfer from Project Contingency Account*, specified in “Exhibit A”, *Scope of Services/Payment Provisions*, of the PSA, attached to this Agreement as Exhibit “1”, and incorporated herein by reference.

3. Maximum Budget Under this AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANTS under this AGREEMENT is \$23,561.00.

CONTRACTOR’s Base Budget:	\$ 18,115.00
Office of the County Counsel	
County Contract Administration Fee (non-refundable):	\$446.00
Project Contingency:	<u>\$5,000.00</u>

Maximum Charge Under this AGREEMENT: **\$ 23,561.00**

4. Any Base Budget funds remaining at completion of CONTRACTOR’s services shall be returned to the PROJECT APPLICANTS.

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 APPLICANTS 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 with PROJECT APPLICANTS shall only be through County. PROJECT APPLICANTS, 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 APPLICANTS in the amount of \$18,115.00.

If this AGREEMENT is terminated prior to January 31, 2022, any unused balance of the Base Budget deposited by PROJECT APPLICANTS to fund the PSA’s Base Budget amount shall be returned to PROJECT APPLICANTS 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 \$446.00, shall be paid by PROJECT APPLICANTS in accordance with this AGREEMENT. County Contract Administration Fee shall be non-refundable.

c. Project Contingency

An additional not to exceed amount of five thousand dollars (\$5,000) in Project Contingency, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of the Parties, pursuant to Section B.3, Transfer from Project Contingency Account, of “Exhibit A” of the PSA. 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 APPLICANTS agree that PROJECT APPLICANTS 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 APPLICANTS 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.

7. No Promise or Representation. The Parties agree that nothing in this 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 APPLICANTS' funding obligation under this AGREEMENT is undertaken without regard to County's actions regarding the PROJECT.

8. Term. This AGREEMENT shall become effective March 16, 2021, and continue through January 31, 2022, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of this AGREEMENT.

9. Termination. This AGREEMENT shall terminate on January 31, 2022, but may be terminated earlier by PROJECT APPLICANTS or County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANTS shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination.

10. Entire Agreement. This 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 this AGREEMENT that is not expressly contained herein.

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

12. Assignment. Neither County nor PROJECT APPLICANTS 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 this AGREEMENT on behalf of County, is the Board of Supervisors of the County of Monterey 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. This 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 this AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each party has reviewed this 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 this AGREEMENT.

18. Conflict with Professional Services Agreement between CONTRACTOR and County. In the event of a conflict between the provisions of this AGREEMENT and the PSA between County and CONTRACTOR, the provisions of this 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 APPLICANTS agree 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 this AGREEMENT or the validity of this 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 this AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Erik V. Lundquist, AICP, Chief of Planning
County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

TO PROJECT APPLICANTS: Donald D. Chapin Jr. and Barbara A. Chapin
Co-trustees of the Chapin Living Trust dated April 27, 1999
560 Crazy Horse Canyon Road
Salinas, California 93907-8434

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 APPLICANTS*

DocuSigned by:
By: Mike Novo
8991921A16C04G3...
Mike Novo, AICP
Housing and Community Development
Interim Director

DocuSigned by:
By: Donald D. Chapin Jr.
9478468943914B1D...
(Chapin Living Trust dated April 27, 1999)

Date: 3/23/2021

Its: Donald D. Chapin Jr., Co-trustee
(Print Name and Title)

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

Date: 3/9/2021

DocuSigned by:
By: Wendy S. Strimling
57334506DB194BC...
Wendy S. Strimling
Assistant County Counsel

By: N/A
(Chapin Living Trust dated April 27, 1999)

Date: 3/9/2021

Its: N/A
(Print Name and Title)

Approved as to Fiscal Provisions

Date: _____

DocuSigned by:
By: Gary Giboney
D3834BFEC1D8449...
Gary Giboney
Chief Deputy Auditor-Controller

Date: 3/9/2021

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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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
INITIAL STUDY/ PROPOSED MITIGATED
NEGATIVE DECLARATION (IS/MND)**

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

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 an Initial Study and proposed Mitigated Negative Declaration for the Chapin Commercial Cannabis 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 \$ 23,115.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 16, 2021 to January 31, 2022, 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 Revision to Paragraph 8, Indemnification, of Agreement

5. **PERFORMANCE STANDARDS.**

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

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this

Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

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

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

Contractor Initials _____/_____

~~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 the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.~~

Contractor Initials _____/_____

~~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 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.~~

Contractor Initials _____/_____

~~8.03 Indemnification for All Other Claims or Loss: 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. INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

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
1441 Schilling Place, South 2nd Floor Salinas, CA 93901-4527	437 Figueroa Street, Suite 203 Monterey, CA 93940
Address	Address
(831) 784-5643	(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 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: _____
Contracts/Purchasing Manager

Date: _____

By: _____
Department Head (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)*

Stephen Svete, Executive Vice President

Name and Title

Date: _____

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

Richard Daulton, Corporate Secretary

Name and Title

Date: _____

*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 only if changes are made to the standard provisions of the PSA

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 to prepare an Initial Study and proposed Mitigated Negative Declaration (IS-MND) (Services) for the Chapin Commercial Cannabis Project (Project). The property owners and Project Applicants are Donald D. Chapin and Barbara A. Chapin, Co-trustees of the Chapin Living Trust dated April 27, 1999 (Project Applicants). The proposed Project consists of: a General Plan Amendment to adopt a Special Treatment Area to allow commercial cannabis retail sales; an Administrative Permit to allow commercial cannabis retail sales, commercial cannabis processing, and cannabis cultivation in existing greenhouse for display purposes only; and amendment to a previously approved General Development Plan, to allow the aforementioned uses in place of the existing landscaping business.

The CONTRACTOR shall provide the Services associated with the Project as set forth below:

Task 1: Kickoff Meeting and Data Acquisition

CONTRACTOR shall schedule a brief kickoff meeting upon notice to proceed that would be held via conference call. The purpose of the meeting would be to allow County and CONTRACTOR to discuss the project description, and approach to environmental evaluation, existing conditions and baseline for the analysis. This task additionally includes limited coordination to receive additional project information and background studies, as available.

Task 2: Administrative Draft IS-MND

CONTRACTOR shall prepare an Administrative Draft IS-MND for review by County. CONTRACTOR shall use the County’s preferred format. The Administrative Draft IS-MND will address all items on the environmental checklist at a sufficient level of detail to allow for the determination of levels of significance. Where appropriate and necessary, impacts will be quantified, and feasible mitigation measures will be provided. As noted below, assumptions are made; these assumptions are subject to the analysis to be done as part of the Initial Study, and if additional work is needed, it is understood that such additional work may require augmentation of the budget via contract amendment and augmentation of the funds provided by application for CONTRACTOR services. Key issues are anticipated to include: Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Transportation, and Tribal Cultural Resources. Each of these key issue areas are described briefly below.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- **Biological Resources.** The project site is almost entirely disturbed, with ornamental landscape vegetation throughout the site. It is anticipated that a desktop review of biological resources will be adequate to address potential impacts, as no new construction or ground disturbance would occur as a result of the project. The desktop review will include review of 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. It is also assumed that no trees would be removed or damaged as a result of the project. The site is not expected to provide suitable habitat for special status biological resources.
- **Cultural Resources.** CONTRACTOR understands that some of the existing on-site structures are of a historic age; however, it is assumed that the project would not modify, alter, or remove all or portions of any potentially historic structures, and a formal historic analysis is not required. If this is not the case, a detailed historic resources analysis can be provided for an additional fee upon request.

It is anticipated that a desktop review of archaeological resources will be adequate to address potential impacts to archaeological resources, as no new construction or ground disturbance would occur as a result of the project. It is assumed that a records search with the Northwest Information Center, search of the Native American Heritage Commission's (NAHC) Sacred Lands File, and field survey would not be required, as ground disturbance is not proposed. Should the assumptions described above be incorrect, additional efforts be needed (e.g., records search data, Native American outreach, field survey) can be provided for an additional fee.

- **Hazards and Hazardous Materials.** CONTRACTOR shall conduct a review of the California Department of Toxic Substances Control EnviroStor and California State Water Resources Control Board GeoTracker databases for current published hazardous materials records in the vicinity of the project site. If hazardous sites are identified on or near the project site, this section of the IS-MND will evaluate the potential for significant impacts related to hazardous materials and, if necessary, provide mitigation measures. In addition, the section will assess the potential for exposure of future on-site users to loss, injury, or death as a result of wildland fire and consistency with Fire Department requirements for adequate emergency access. The IS-MND will examine these issues and provide appropriate mitigation.
- **Transportation.** The project will generate vehicle trips during project construction and operations. A Traffic Study completed by Keith Higgins in October 2019 provides the anticipated trip generation and analysis of level of service (LOS) impacts, but does not provide an estimate or analysis of vehicle miles traveled (VMT) impacts. Per Senate Bill (SB) 743, CEQA now requires VMT analysis, thus the Project Applicants will submit a professionally prepared analysis for review

Task 3: Public Review Draft IS-MND

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

After County staff has prepared comments and suggested revisions to the administrative draft, CONTRACTOR shall edit the document and prepare it for release to the public. CONTRACTOR shall prepare a Notice of Intent (NOI) to Adopt an IS-MND, as well as a notice for publication in a newspaper of general circulation. County will coordinate publication of the notice in a local newspaper and conduct other public noticing requirements (including submitting the IS-MND to the State Clearinghouse (SCH), posting the NOI with the County Clerk, and mailing copies and/or notices to interested parties. CONTRACTOR will provide one electronic PDF copy of the Public Review Draft IS-MND for posting on the County’s website. Hard copies of the Public Review Draft IS-MND can be provided for an additional fee.

Task 4: Project Management

This task includes management and coordination through the duration of the project, including coordination with County staff; project oversight; budget and schedule management; and project accounting including billing and accounts receivable efforts.

SCHEDULE

CONTRACTOR proposes an approximate twenty-three (23) week schedule for preparation of the IS-MND, as presented in the table below. Delays in receiving requested information or responses by others may result delays in the overall schedule.

CONTRACTOR assumes a two-week turnaround by the County of internal review work products and a 30-day public review period.

CONTRACTOR shall respond to one round of comments on each deliverable.

The following outlines the schedule for completion of the work program.

Task	Timing	Total Time Elapsed
Notice to Proceed	----	---
Kickoff Meeting	1 week after Notice to Proceed	1 week
County Comments	2 weeks	3 weeks
Administrative Draft IS-MND	Within 8 weeks of receipt of project details or within 2 weeks of receipt of a VMT study, whichever is later.	Approximately 10 weeks
County Comments	2 weeks	12 weeks
Public Review Draft IS-MND	Within 2 weeks of receipt of comments	14 weeks

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task	Timing	Total Time Elapsed
	on the Amin Draft IS-MND.	
➤ Public Review Period	30 days (5 weeks)	19 weeks
County Comments	2 weeks	21 weeks
Contractor Response	2 weeks	23 weeks

ASSUMPTIONS

This scope and budget make various assumptions, as listed below. These assumptions are subject to the analysis to be done as part of the Initial Study, and if additional work is needed, it is understood that such additional work may require augmentation of the budget via contract amendment and augmentation of the funds provided by application for CONTRACTOR services.

The existing on-site structures are not considered historic for the purposes of CEQA, and no modification, alteration, or removal of on-site structures is proposed.

No new construction or ground disturbance is proposed as part of the project.

No special status species, their habitat, or jurisdictional waters are present on the project site or would be affected by the proposed project.

No trees will be removed or damaged as part of the project.

An updated Traffic Study that includes an analysis of VMT will be provided for incorporation into the IS-MND.

County shall conduct government-to-government tribal noticing under AB 52, the results of which will be made available for use in preparation of the Tribal Cultural Resources section of the IS-MND.

The analysis will rely on existing technical studies, photographs, and information from staff; this scope does not include formal peer review, a site visit, agency consultation, or permitting assistance.

CONTRACTOR'S attendance at public hearings will not be needed.

County shall assume responsibility for the approved IS-MND and will solely defend the document if legal challenges are presented.

Only digital copies will be submitted.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County shall not require CONTRACTOR to prepare a Final IS-MND and County shall respond to comments on the Draft IS-MND as needed. However, CONTRACTOR shall be responsible for making minor amplifications and clarifications to the initial study if warranted after the public review period.

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

Son Pham-Gallardo, Associate Planner
County of Monterey
Housing and Community Development (HCD)
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527
Email: Pham-GallardoS@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$23,115.00 (\$18,115.00 for Base Budget plus \$5,000.00 in Project Contingency) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the attached Cost Estimate.

There shall be no travel reimbursement allowed during this Agreement.

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

B.2 CONTRACTOR'S BILLING PROCEDURES

Invoices for deliverables under this Agreement shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a deliverable may be billed monthly (by the tenth day of the month) and will be considered on a time and materials basis.

Payment shall be based upon satisfactory acceptance of each work product/deliverable.

Invoices under this Agreement shall be submitted promptly and in accordance with Paragraph 6, "Payment Conditions", of this Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

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

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.

B.2.1 Invoice Detail

Each invoice for deliverables shall indicate percentage of completion of the task and include the invoice amount in association with the actual deliverables performed and shall be within the “Not to Exceed” budget amount allocated for the Project.

Each invoice for services performed shall indicate the hours worked by task and by staff member, with the corresponding billing rates. Payment of these services will be based on the documentation provided by CONTRACTOR and shall be within the “Not to Exceed” budget amount allocated for the service or services performed.

Any subconsultant services must be invoiced based on the Subconsultant fee and the allowable overhead cost.

The HCD Director or designee may request documentation of the number of hours worked by task and by staff member, with the corresponding billing rates and/or the subconsultant costs. The information will be used to complete the file and to ensure proper payment for deliverables/services.

B.3 Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total Project Contingency of \$5,000.00) requires the prior written approval of the HCD Director or designee and the Project Applicant.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the HCD Director and/or Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

Within five (5) working days of receipt of the recommendation, the HCD Director and/or Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the HCD Director or designee. Within ten (10) working days thereafter, the HCD Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicants and CONTRACTOR.

Unless the recommended transfer is denied by the HCD Director or designee, the HCD Director or designee will ask the Project Applicants to make a decision within five (5) working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicants' written approval by the HCD Director or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS



RINCON CONSULTANTS, INC.
Chapin Commercial Cannabis Project IS-MND

Cost Estimate

Revised 1/4/2021

Tasks	Rincon Labor Classification →		Principal I	Senior Professional II	Professional III	Professional II	Production Specialist	Senior GIS Specialist	Clerical
	Labor Cost	Hours							
Task 1 Kickoff Meeting and Data Acquisition	\$ 876	6	2		2				2
Task 2 Administrative Draft IS-MND									
Biological Resources	\$ 1,193	8	1	2	1	4			
Cultural Resources	\$ 1,193	8	1	2	1	4			
Hazards and Hazardous Materials	\$ 833	6	1		1	4			
Transportation	\$ 833	6	1		1	4			
Tribal Cultural Resources	\$ 597	4	1		1	2			
Other CEQA Topics (15)	\$ 8,192	58	6	8	6	30	2	6	
Task 3 Public Review Draft IS-MND	\$ 2,110	17	2		3	6	6		
Task 4 Project Management	\$ 2,288	16	4		8				4
Subtotal Cost	\$ 18,115	129	\$ 4,313	\$ 2,160	\$ 3,216	\$ 6,372	\$ 728	\$ 864	\$ 462

Summary

Professional Fees Subtotal	\$ 18,115
Direct Costs Subtotal	\$ -
Total Project Budget	\$ 18,115

Professional Services - are based on Rincon's standard fee schedule and labor classifications. 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.

Annual Escalation – Standard rates subject to 3% escalation annually

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 19, 2019**

**ARTICLE IX – RMA Land Use
Resource Management Agency Fee Schedule**

(Per Resolution No. 19-318 , adopted September 17, 2019 by the Monterey County Board of Supervisors)

These regulatory and user fees are based on the estimated reasonable cost of providing these services or performing these activities. This fee schedule has been comprehensively revised for land use related activities in response to requests for services (permit applications). This fee schedule combines Planning fees (formerly the sole subject of Article IX), Public Works/Development Services (formerly Fee Article X) and Environmental Services (formerly Fee Article XX) as these services are performed under the Resource Management Agency (RMA). Work done without a permit, where a permit would have been required, is subject to code enforcement and subsequently charged double the permit fee. Fees are based on the estimated reasonable cost for processing various land use permits established in: Monterey County Code, Title 20 (Coastal Implementation Plan) and Title 21 (Non-coastal Zoning Ordinance), and related planning services (Government Code §§ 65104, 65909.5, 66014); Title 19, Monterey County Code (Subdivisions); Public Resources Code sections 2761 - 2764 (Surface Mining and Reclamation Act) and Chapter 16.04, Monterey County Code (Surface Mining and Reclamation); California Environmental Quality Act (Public Resources Code §21000 et seq.); Monterey County Code Chapters 1.20, 1.22, 20.90, and 21.84 (code enforcement activities and process).

2019 RMA Land Use Tiered Fee Schedule ^{1,2}	
General Plan Update & Implementation Fee (GPU&I) Included Unless Noted Otherwise	
No Fee	Address Assignment (first address assignment, each additional address \$90)
	Appeal - Coastal Permit ^{3,7}
	Design Approval limited in scope, no hearing required, no other departmental review required, minor change to existing structure, no addition
	Flood Zone Inquiry Report or Flood Zone Inquiry Cover Page
	Hazard Tree Removal ⁸
	Hazardous Vegetation/Fuel Management Plan Review ⁸
	Special Event Processing (other permits may be required; fees captured through other permits)
TIER 1	Tier 1 • Over-The-Counter • \$550
	Application Request (\$500 no GPU&I fee) ⁷
	Design Approval – Over the Counter, limited in scope, no hearing required
	Landscape Management Plan Review
	Tree Removal (Director's Approval or Waiver)
TIER 2	TIER 2 • \$1,100
	Airport Land Use Commission Application Review
	Appeal of Fee Determination (\$1,000 no GPU&I fee) ^{3,7}
	Certificate of Correction
	Change of Commercial or Industrial Use
	Design Approval - Administrative, review & approval required, no hearing required
	Director's Interpretation (\$1,000 no GPU&I fee ⁷)

	Director's Interpretation - Appeal (\$1,000 no GPU&I fee ^{3,7,13})
	Letter of Public Convenience and Necessity
	Oak Woodland Guidelines Consistency Certification
	Specific Plan Conformance Determination, Director's Approval, no hearing

TIER 3	TIER 3 • \$3,300
	Big Sur Viewshed Acquisition (Transfer of Development Right)
	Certificate of Compliance Unconditional (up to 2 lots, each additional lot \$1,000) ₁₂
	Design Approval, public hearing required
	Development Review Conference ^{5,6}
	License to Cross Non-Access Strip
	Lot Line Adjustment Amendment, Revision, or Extension
	Mills Act Contract Application
	Minor & Trivial Amendment or Minor Amendment, no hearing required
	Parcel Legality Determination ¹²
	Public Service Easement Abandonment
	Road Name
	Scenic Easement Amendment
	Transfer of Development Credit

TIER 4	TIER 4 • \$5,500
	Administrative Permit or Coastal Administrative Permit (General)
	Emergency Permit
	Environmental Review - Addendum (tiered from earlier Environmental Impact Report; EIR fees are additive to permit fees)
	Franchise Agreement Extension or Amendment
	Permit Amendment, Renewal, or Revision (not otherwise specified)
	Permit Extension
	Restoration Plan – Administrative
	Road Abandonment
	Specific Plan Conformance Determination, hearing required
	Surface Mine Annual Inspection (disturbed area < 20 acres)
	Use Permit – General
	Williamson Act - Farmland Security Zone Contract or Williamson Act Contract Amendment

TIER 5	TIER 5 • \$7,700
	Certificate of Compliance Conditional (up to 2 lots, each additional lot \$1,000) ₁₂
	Franchise Agreement
	Lot Line Adjustment (General, Williamson Act)
	Minor & Trivial Amendment, hearing required
	Variance
TIER 6	TIER 6 • \$11,000
	Coastal Development Permit
	Combined Development Permit
	Environmental Review - Initial Study (ND/MND; EIR fees are additive to permit fees)
	General Development Plan
	Restoration Plan, hearing required
	Surface Mine Annual Inspection (disturbed area > 20 acres)
TIER 7	TIER 7 • \$22,000 Deposit _{2,13}
	Coastal Implementation Plan Amendment
	Development Agreement
	Environmental Review – Environmental Impact Report (Extraordinary Development Application) ₄
	Extraordinary Development Application ₄
	General Plan / Land Use Plan Amendment
	Specific Plan
	Specific Plan Amendment
	Subdivision – Minor or Standard - Tentative / Vesting Tentative Map Application - Tentative / Vesting Tentative Map Amendment - Tentative / Vesting Tentative Map Extension - Extension / Subdivision Improvement Agreement Extension
	Surface Mine Reclamation Plan
	Use Permit - Oil & Gas
	Vested Rights Determination
	Zone Change / Code Amendment
Each	
\$90	Address Assignment (first address no fee)
\$3,000	Appeal (Inland) ₇
\$24	Corner Record (Clerk Recorder Fees, CA Business and Professions Code § 8773.2)
\$182	Monterey Peninsula Water Management District Allocation Tracking

\$170	Personal Cannabis Permit
\$150	Record of Survey (Each Additional Sheet)
\$450	Record of Survey (First Sheet)
	<u>Hourly Rates:</u>
\$180	RMA - Code Enforcement Investigations and Compliance Support ¹⁴
\$164	RMA - Environmental Services
\$175	RMA - Planning
\$186	RMA - Development Services
\$224	RMA - Public Works – Traffic
\$90	RMA - Front Counter Processing
HOURLY	<u>Activities / Services Provided Billed on Hourly Rates:</u>
	Code Enforcement Activities
	Commercial Cannabis Permit – initial permit (Deposit Required \$1,000)
	Commercial Cannabis Permit - renewal (Deposit Required \$230)
	Condition Compliance / Mitigation Monitoring (Deposit Required \$6,000) ^{9,10,13}
	Deed Restriction Processing (ministerial permits)
	Research
	Site Visit
	Subdivision - Minor or Standard – Amend Final Map (Deposit Required \$6,000)
	<u>Additional Fees</u>
2.25%	Credit Card Convenience Fee (subject to adjustments)
10%	General Plan Update and Implementation Fee (Included in Tier Pricing Schedule unless noted otherwise ⁷)
1.70%	Storage and Electronic Conversion of Files Fee (File Storage Fee)
6.20%	Technology Fee

Transactions involving the use of a credit card are subject to a Credit Card Convenience Fee. The Credit Card Convenience Fee of 2.25% is based on a current fee established by the County's contracted merchant bank and is subject to adjustments. The File Storage Fee of 1.70% is based on the costs incurred by RMA to file and store information related to land use applications and services provided. The Technology fee of 6.20%, was determined based on the Adopted Budget for Fiscal Year 2019/20 for Information Technology systems and related support costs directly related to permit processing including, but not limited to, Accela (permit tracking tool) which allows the department (RMA) to function efficiently and directly communicate with customers via online portal. Information technology allows the department to cut costs by communicating directly with customers and other agencies. The annual maintenance costs and associated costs are required to maintain status quo. The costs to maintain the Accela system and associated information technology support are required to provide existing levels of service. The technology fee applies to all fees, unless otherwise specified.

The General Plan Update and implementation regulatory requirement is an ongoing operational mission-critical requirement. The General Plan Update and implementation (GPU&I) fee of 10%, is based on the workload (distributed across an annual basis) and associated annual budget required to implement and update the General Plan as necessary. The GPU&I fee has been incorporated into the tiered fee structure unless otherwise specified. Consistent and timely updates are required. The average annual cost of evaluating individual permits and activities has incremental impacts when taken cumulatively, creates an unnecessary burden on the General Fund. The GPU&I fee is not applied to Application Requests, Appeals, Appeals of Director's Interpretation, and Appeals of Fee Determinations.

The applicant for a land use application, permit approval or any procedure that requires processing through RMA and includes recording/filing of a document with the Monterey County Recorder shall, in addition to the payment of any and all other County and/or RMA fee, be required to pay any and all applicable standard recording/filing fees no later than the time of the recording/filing of that document. The payment of the applicable recording/filing fee shall be required whether the document is processed on behalf of the applicant, by an employee of the County of Monterey (e.g., RMA staff) or Clerk of the Board or by the applicant. Failure to ensure full payment of such recording/filing fee by the time of the recording/filing shall be grounds for rejection of the recording/filing of that document with no liability to the County.

Footnotes

1) Unless a "deposit" is indicated, the fee is a flat fee based on the estimated reasonable cost, averaged across all applications, for processing the permit/entitlement/activity. In cases where the scope of an application is modified and/or exceeds the scope originally used to assign the fee tier (and other associated fees), the RMA reserves the right to re-assess the application to the appropriate fee tier (and collect associated fees).

2) For certain applications, a "deposit" is indicated because the cost of processing varies widely depending on the application. Where a "deposit" is indicated, the fee will be based on actual hours, measured by actual time spent on an application in quarter-hour (.25) increments. Applicant is required to pay the deposit, which is initially established based on an estimated minimum set of hours multiplied by the applicable billable rates. If during the processing of applications County staff determines that the deposit is insufficient to cover actual processing time, the applicant will be asked to increase the deposit amount based on a revised estimate provided by the County. The revised estimate will be calculated based on the established billable rate(s) multiplied by actual hours expended. Should the instance arise where the deposit is insufficient to cover the actual cost of the actual processing time, the applicant will be billed to cover the outstanding amount. All outstanding amounts must be paid prior to the County finalizing the application. On deposit applications, the applicant and Deputy Director of Land Use and Community Development may elect, on a case-by-case basis, to agree to a different deposit amount based on the estimated cost of processing a specific application. Invoices shall be provided to the applicant on a frequency dependent upon the application's progress. The fee will be calculated based on the number of hours expended by County staff multiplied by the applicable billable rate noted in the fee article. Consultants and other expenses shall be reimbursed based on actual costs incurred.

3) In the coastal zone, the appeal fee applies only to appeals of permits that are not appealable to the California Coastal Commission such as Administrative Permits, Design Approvals, Variances, and Tree Removal Permits in certain coastal areas. The appeal fee does not apply to appeals of Coastal Development Permits that are appealable to the Coastal Commission. No fee is charged for postage & handling.

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| 4) “Extraordinary development applications” are those applications that require staff time well beyond a typical application, as determined by the Deputy Director of Land Use and Community Development or Chief of Planning. These applications may include, by way of example and without limitation, applications for large-scale development involving multiple discretionary entitlements, significant technical review by other land use agencies, and/or an anticipated lengthy time frame for processing because of scope and complexity. Consistent with these criteria, any project requiring the preparation of an Environmental Impact Report shall qualify as an extraordinary development application. The applicant shall be responsible for paying the associated staff hours multiplied by the applicable billable rate noted in the fee article, as well as any other costs incurred, including consultant costs. |
| 5) Fees collected for application appointments and Development Review Conferences shall be credited against any subsequent discretionary permit, except design approval, provided the discretionary permit application is made within 12 months of the application appointment. |
| 6) This fee shall not apply to an application for the first Building Permit following approval of a discretionary planning entitlement, except Design Approvals. |
| 7) General Plan Update and Implementation fee of 10% is applied to the total permit fee assessed toward an application and is required for all permits covered under this article except for: Application Requests; Appeals; Appeals of Director's Interpretation; and Appeals of Fee Determinations. |
| 8) Hazard Tree Removal - <i>No Fee</i> applies when a tree is deemed hazardous by a professional licensed arborist or tree trimmer/remover. |
| 9) Applications approved after the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in this Article. Projects approved prior to the effective date of this article with mitigation measures shall be subject to the mitigation monitoring fees set forth in the Monterey County Fee Resolution that was in effect on the application approval date. |
| 10) Applications with conditions of approval that do not include mitigation measures, applications approved after the effective date of this Article shall be subject to the condition compliance fees set forth in this Article, and applications approved prior to the effective date of this Article shall be subject to the condition compliance fees set forth in the Monterey County Fee Resolution that was in effect on the application approval date. |
| 11) Work performed without a permit where a permit is required is subject to Code Enforcement Investigation and Compliance Support based on hourly rates, plus double the permit fee. |
| 12) A portion of the fee (50%, \$1,650) collected for a parcel legality determination may be credited toward a request for Certificate of Compliance (Conditional \$7,700 or Unconditional \$3,300) for the same lot that was the subject of the parcel legality determination. |
| 13) An appeal fee applies to appeals of the RMA Director’s Interpretations of the zoning or subdivision ordinance, regardless of planning area. |

MONTEREY COUNTY LAND USE FEES MATRIX

Approved September 17, 2019

Fee Type (1) (2)	RMA Tier	Foot-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 GPUI	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) Commercial or Industrial	Tier 4		\$ 7,628	\$ 6,845	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 167	\$ 1,566	\$ 783	\$ -
Administrative Permit or Coastal Administrative Permit (General) Residential	Tier 4		\$ 7,628	\$ 6,219	\$ 5,000	\$ 85.00	\$ 310.00	\$ 500	\$ 167	\$ 1,566	\$ 157	\$ -
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 addition.	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	\$ -

Fee Type (1) (2)	RMA Tier	Foot-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 GPUI	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	\$ -	\$ -	\$ -	\$ -

Fee Type (1) (2)	RMA Tier	Foot-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 GPUI	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	\$ -	\$ -	\$ -