

Attachment B

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**FUNDING AGREEMENT
FOR THE
THE PEBBLE BEACH COMPANY'S INCLUSIONARY HOUSING
ENVIRONMENTAL IMPACT REPORT**

THIS FUNDING AGREEMENT, hereinafter, "AGREEMENT", is made and entered by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "County", and The Pebble Beach Company, hereinafter, "PROJECT APPLICANT", (collectively, "the Parties") with reference to the following facts and circumstances as of the last date opposite the respective signatures:

RECITALS

A. PROJECT APPLICANT has applied to County for a Combined Development Permit consisting of 1) a use permit and Design Approval to allow the construction of twenty-four (24) inclusionary housing units; and 2) a Use Permit to allow the removal of one hundred and thirty three (133) Monterey pine and five hundred and eighty three (583) oak trees and grading to complete The Pebble Beach Company's Inclusionary Housing Development in Pebble Beach, referred to herein as "PROJECT". Additional work has been identified to process the PROJECT application.

B. Due to the magnitude and complexity of the PROJECT, the Monterey County Resource Management Agency's Director of Planning, hereinafter, "DIRECTOR", and PROJECT APPLICANT have agreed that it is necessary and desirable that County engage ICF Jones & Stokes, Inc., hereinafter, "CONTRACTOR", to provide assistance with completing an Environmental Impact Report, hereinafter, "EIR", for the PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, "PSA", between County and CONTRACTOR, attached to this AGREEMENT as Exhibit "1", and incorporated herein by reference. County shall manage the PROJECT work performed by CONTRACTOR.

C. County and PROJECT APPLICANT hereby agree that County shall engage CONTRACTOR to provide the services set forth in Exhibit "1" of this AGREEMENT.

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

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

F. The County department costs associated with processing the application and completion of the EIR for the PROJECT, other than contract administration, will be funded through separate land use application fees to be paid by the PROJECT APPLICANT pursuant to the current Monterey County Land Use Fee Schedule, attached to this AGREEMENT as "Exhibit 2", and incorporated herein by reference. These land use application fees are separate from and in addition to the funding provided by the PROJECT APPLICANT pursuant to this AGREEMENT.

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

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, PROJECT APPLICANT AND COUNTY AGREE AS FOLLOWS:

1. Deposits to Fund PSA and County Fee for Contract Administration. PROJECT APPLICANT shall make a deposit in the amount equal to the CONTRACTOR's Base Budget and the County's Contract Administration Fee. This amount totals \$208,835.00 and includes:

CONTRACTOR'S Base Budget:	\$205,665.00
County Contract Administration Fee (non-refundable):	\$ 3,170.00

PROJECT APPLICANT shall deposit a total amount of \$208,835.00 with County Planning upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for July 22, 2014.

PROJECT APPLICANT's deposit of \$208,835.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency. An additional fifteen percent to CONTRACTOR's Base Budget shall be included in the PSA between County and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$30,849.75, and is subject to the procedures in *Section 3, Transfer from Project Contingency Account*, specified in "Exhibit A", *Scope of Services/Payment Provisions, for The Pebble Beach Company's Inclusionary Housing EIR*, of the PSA.

3. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$239,684.75.

CONTRACTOR's Base Budget:	\$205,665.00
County Contract Administration Fee (non-refundable):	\$ 3,170.00
Project Contingency:	\$ 30,849.75

Maximum Charge Under AGREEMENT: \$239,684.75

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

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

6. Payments to CONTRACTOR and County.

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$205,665.00.

Should this AGREEMENT be terminated prior to June 30, 2016, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

b. County Contract Administration Fee

The County Contract Administration Fee, in an amount not to exceed \$3,170.00, shall be paid by PROJECT APPLICANT in accordance with this Agreement. County Contract Administration Fee shall be non-refundable.

c. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed \$30,849.75, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both County and PROJECT APPLICANT, pursuant to Section 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 APPLICANT agrees that PROJECT APPLICANT will separately pay land use application fees to cover all County staff costs associated with the PROJECT in accordance with the current County of Monterey Land Use Fee Schedule. The fee schedule applicable to the PROJECT is dated July 7, 2013 and is attached to this AGREEMENT as "Exhibit 2". PROJECT APPLICANT agrees to pay any remaining amounts due and owing for the required deposit upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for July 22, 2014.

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

8. Term. AGREEMENT shall become effective July 23, 2014 and continue through June 30, 2016, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on June 30, 2016, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination, for all work completed by the CONTRACTOR that is within the Base Budget or the Project Contingency funds previously approved by the County and the PROJECT APPLICANT.

10. Entire Agreement. AGREEMENT and its attachments constitute the entire agreement between the PROJECT APPLICANT and County respecting the matters set forth herein. County and PROJECT APPLICANT each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with AGREEMENT that is not expressly contained herein.

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

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

13. Amendment. This AGREEMENT may be amended, modified or supplemented only in writing by both County and PROJECT APPLICANT.

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

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

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

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

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

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

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

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

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

TO COUNTY: Mike Novo, AICP, Director of Planning
County of Monterey Resource Management Agency -
Planning
168 W. Alisal Street, 2nd Floor
Salinas, CA 93901

TO PROJECT
APPLICANT: Mark Stilwell, Executive Vice President
The Pebble Beach Company
PO Box 1767
Pebble Beach, CA 93953

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

IN WITNESS WHEREOF, PROJECT APPLICANT and County have executed AGREEMENT as of the last date opposite the respective signatures below.

THE COUNTY OF MONTEREY

By: _____
Director of Planning

Date: _____

PROJECT APPLICANT*

The Pebble Beach Company

By: Mark Stilwell
(Signature of Chair, President or Vice President)

Mark Stilwell

Its: Executive Vice President, Real Estate
(Print Name and Title)

Date: July 7, 2014

By: David L. Stivers
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

David L. Stivers

Its: Executive Vice President, Chief Administrative Officer, and Secretary
(Print Name and Title)

Date: July 3, 2014

Approved as to Form and Legality
Office of the County Counsel

By: Mary Grace Perry
Deputy County Counsel

Date: 7-18-2014

*INSTRUCTIONS: IF APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set for in the Agreement together with the signatures of two specified officers. If APPLICANT is a partnership, the name of the partnership shall be set forth in the Agreement together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign this Agreement.

EXHIBIT 1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ICF JONES & STOKES, INC.
AND THE COUNTY OF MONTEREY
FOR
THE PEBBLE BEACH COMPANY'S
INCLUSIONARY HOUSING
ENVIRONMENTAL IMPACT REPORT**

Funding Agreement
The Pebble Beach Company
The Pebble Beach Company's Inclusionary Housing EIR
RMA – Planning
Term: July 23, 2014 – June 30, 2016
Not to Exceed: \$239,684.75

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

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
ICF Jones & Stokes, 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 Environmental Impact Report (EIR) for The Pebble Beach Company's Inclusionary Housing

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 \$ 236,514.75.

3. **TERM OF AGREEMENT.** The term of this Agreement is from July 23, 2014 to June 30, 2016, 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

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.

*Approved by County Board of Supervisors on _____.

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

6. PAYMENT CONDITIONS.

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

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

7. TERMINATION.

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

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

8. INDEMNIFICATION.

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the 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 the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

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

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

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

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

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed

operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.
11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Rich Walter, Principal/Project Director
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	ICF Jones & Stokes, Inc. 620 Folsom Street, Suite 200 San Francisco, CA 94107
Address	Address
(831) 755-8966	(510) 433-8962
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

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

- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space is left blank, intentionally.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

ICF Jones & Stokes, Inc.

Contractor's Business Name*

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

Name and Title

Date: _____

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

Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____.

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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

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

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

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Project Understanding

The project is an application by The Pebble Beach Company for a Combined Development Permit consisting of: 1) a Use Permit and Design Approval to allow the construction of 24 inclusionary housing units and 2) a Use Permit to allow the removal of 133 Monterey pine and 583 oak trees, and grading.

The Pebble Beach Company is proposing to construct 24 inclusionary housing units on an undeveloped 2-acre site, located on a 9.19-acre lot (APN 008-009-000), within the unincorporated community of Pebble Beach. The 24 units would range in size from 1,078 square feet (sf) to 1,343 sf, including patios/decks and a carport with closet for each unit. The 24 units would be dispersed within 4 separate buildings of 6,998 sf each (6 units per building). There would also be 498 sf manager's office. Proposed vehicle parking would include 24 covered spaces (the unit carports), 26 uncovered spaces, and 3 handicapped-accessible spaces (for a total of 53 parking spaces). The project also includes two driveway access points. Total development or lot coverage is 61,476 sf (22,794 sf of structures and 38,682 sf of additional impervious surface).

The project site is located approximately 400 feet north of the Morse Drive/Congress Road intersection. The gently-sloping (3-6%) undeveloped lot is comprised of sparse Monterey pine forest, with a transitioning stand of dominant height Monterey pine trees and a coast live oak understory. The project includes removal of 583 oak trees and 133 Monterey pine trees, and grading of approximately 3,050 cubic yards of cut and 3,050 cubic yards of fill.

The project site is located within the Gowen Cypress sub-planning area (also known as Area D), Del Monte Forest, Greater Monterey Peninsula Area Plan. The project parcel is split-zoned and split-designated, but the entirety of the proposed project development footprint would be within the Medium-Density Residential (4 units/acre) portion of the parcel.

The areas surrounding the parcel to the north, west and south (all unincorporated Pebble Beach) are largely undeveloped and have the same split designations, and the Del Monte Park residential neighborhood (Pacific Grove) to the east is zoned for single family residential. Congress Road bisects the undeveloped area to the west, and there is single family residential developments to the north and west. The surrounding residential developments have contributed to the finding that vegetation and wildlife resources on the project parcel have been compromised because the site has been frequently used informally for public recreation purposes such as hiking and biking.

Based on experience with the recent Pebble Beach Company Project, ICF Jones & Stokes, Inc. (ICF) understands the project site is located in an area planned for potential residential development, and that there will be environmental issues associated with removing trees and building inclusionary housing on undeveloped land adjacent to other residences. Using ICF's experience and familiarity, the team will conduct a thorough evaluation of all the required topics, using an approach consistent with that used for the prior Pebble Beach Company Project. Following is a brief list of the primary issues, with a more detailed discussion of ICF's approach below under *Scope of Work*, Administrative Draft Environmental Impact Report (EIR).

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- Aesthetics – The public is concerned about the change in visual character of the site and increased light/glare. Existing vegetation may help to reduce its visibility from the surrounding public roadways and residences. The scope includes preparing up to three photosimulations to evaluate the potential aesthetic effects.
- Biological Resources – Although the site is designated for development, there could be impacts to biological resources (tree removal, impacts on migratory birds and raptors, impacts on habitat). ICF's biologists will peer review the Project Applicant's studies and also conduct a reconnaissance survey to consider the results of the preliminary biological assessment (that there are no special status plant or wildlife species) and determine potential impacts and appropriate mitigation measures.
- Air Quality/Climate Change – With nearby residences (particularly to the east in Pacific Grove), construction-related air quality emissions may be an issue and will be evaluated with a preliminary health risk assessment based on the Project Applicant's construction plan. ICF will also use the traffic analysis to determine operational air quality impacts. Greenhouse gas emissions from construction and operation will be quantified; and if significant impacts are identified, ICF will develop mitigation.
- Noise – Because the project is located adjacent to residences (as close as 200 feet) and open space, ICF will conduct a noise study to determine potential short-term (construction) and long-term (operational) impacts.
- Traffic – The project will generate additional vehicle trips, both short-term during construction and long-term from future residents. ICF will conduct a peer review of the Project Applicant's traffic impact analysis and conduct additional analyses to determine impacts and identify appropriate mitigation.

Tasks

Task 1. Application Review/Project Scoping

The ICF team will review relevant planning and environmental documentation; application materials submitted by the Project Applicant; and applicable County policies, procedures, and ordinances. ICF Project Director Rich Walter and Project Manager Kate Giberson will meet with County staff and visit the project site. ICF will work with County staff to confirm the scope of work, staff expectations, level of detail required, and project schedule. ICF will also identify additional information needed and submit a data request to the County.

Meetings

- Project Initiation Meeting (2-3 hours at County office)
- Project Site Visit (4 hours at project site)

Deliverables

- Confirmed Scope of Work
- Data Request

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 2. Notice of Preparation/Scoping Meeting

ICF will prepare a draft Notice of Preparation (NOP) for County review and a final NOP. Graphics used in the NOP will be based on graphics provided by the Project Applicant. County staff will be responsible for distributing the NOP, receiving comments, and transmitting comments received to ICF. ICF will be responsible for conducting a Community Scoping Meeting at a facility to be identified and provided by the County in the project vicinity. ICF will be responsible for developing a power point presentation and handouts based on materials provided by the County and/or Project Applicant. While preparation time is included as part of this task, meeting attendance is included as part of Task 4, Meetings/Conference Calls/Public Hearings.

Deliverables

- Draft and Final NOP (electronic copy on a CD or flash drive in Word)
- Scoping Meeting Materials (power point and handout)

Task 3. Field Trips

ICF will conduct a field trip for the technical team. This will include taking baseline measurements for the noise study, photographs for the photosimulations, and conducting reconnaissance surveys for biological resources.

Task 4. Meetings/Conference Calls/Public Hearings

The ICF Project Director, Rich Walter, and/or Project Manager, Kate Giberson, will attend the following meetings, conference calls, and public hearings.

- Bi-weekly conference calls (1 hour every two weeks)
- Community scoping meeting (4 hours at location in Monterey County to be determined)
- Review Administrative Draft EIR Comments (4 hours at County office)
- Review Administrative Final EIR Comments (1. hour at County office)
- Planning Commission Field Trip (3 hours at project site)
- Planning Commission & Board of Supervisors (BOS) Public Hearings (3 hours each for 4 total meetings = 12 hours total)

Task 5. Technical Report Peer Reviews

ICF technical staff will conduct a peer review, for purposes of the EIR analysis, of the following technical reports submitted to date:

- Tree Report Assessment/Arborist Report (Frank Ono, Urban Forestry, July 29, 2013)
- Archaeological Assessment (Gary Breschini, Archaeological Consulting, May 14, 2013)
- Preliminary Biological Assessment (Michael Zander, Zander Associates, March 7, 2012 and Addenda, September 13, 2012, and July 9, 2013)
- Geologic Report (Haro, Kasunich and Associates, April 29, 2013)
- Geotechnical Investigation (Haro, Kasunich and Associates, April 30, 2013)
- Transportation Analysis (Fehr and Peers, November 4, 2013)

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- ICF also presumes that the following reports will be prepared by the Project Applicant or their consultants, and ICF will peer review them as well:
- Botanical Floristic Survey Report (Spring 2014)
- Drainage Report assessing site drainage and stormwater runoff amounts and facilities needed

The peer review will include identification of any deficiencies in memorandum format. This scope assumes that any additional information needed for the EIR analysis will be provided by the Project Applicant and their technical report preparers.

Deliverables

- Memorandum identifying conclusions of technical reports review (1 electronic copy on a CD in Word format)

Task 6. Required Documents

ICF will prepare a thorough, high quality, legally defensible EIR as required by State law. The sub-tasks below describe each of the deliverables. The topics for analysis and the technical scopes of work are described under Task 6.2, Administrative Draft EIR.

6.1 Administrative Draft Project Description/Draft Project Description

ICF will prepare a thorough and detailed project description in accordance with California Environmental Quality Act (CEQA) Guidelines §15124 based on ICF's current project understanding (described above) and as updated by the Project Applicant and County, information obtained from the plans (Project Applicant set), the site visit, and information obtained from the County and Project Applicant in response to ICF's data/information request(s) during Task 1, Application Review/Project Scoping. The project description will include all aspects of project construction and operation in order to conduct comprehensive technical analyses that fulfill CEQA and other relevant regulatory requirements. Specifically, the project description will include: project objectives and goals; detailed descriptions of the project components, including graphics; and construction methodology, phases and duration with specific equipment use and earth moving activities, vehicle access and staging. It will also include a description of the zoning and land use designation amendment process.

ICF will prepare an Administrative Draft Project Description for County review and comment, and then will update and revise the project description based on comments received.

Deliverables

- Administrative Draft Project Description (1 electronic copy on a CD in Word format)
- Draft Project Description (1 electronic copy on a CD in Word format)

6.2 Administrative Draft EIR

ICF will prepare an Administrative Draft EIR for the project in accordance with CEQA Guidelines §15120 through §15131 for review and comment by the County. As such, the EIR will include a summary, description of the proposed project, characterization of the environmental setting, assessment of potential environmental impacts, identification of mitigation measures, alternatives, and

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

cumulative impacts. Comments received during the NOP review period shall also be used to determine the scope of the environmental analysis in the Administrative Draft EIR, as appropriate.

The EIR shall describe in detail the proposed project and the existing environmental conditions on the project site and area. The impact analysis shall apply specific thresholds for determining the significance of impacts, consistent with criteria set forth in CEQA, applicable case law, and the County General Plan. The impact analysis will identify short-term construction related impacts, long-term operational impacts, and cumulative impacts associated with the project. Feasible mitigation measures shall be identified to avoid or reduce significant impacts to the extent possible as in accordance with CEQA.

ICF will use existing documents, including the 2012 Pebble Beach Company Project EIR and technical reports prepared for the project, as much as possible for efficiency.

The remainder of this section includes the draft EIR outline and general format and the technical scope of work.

EIR Outline

The following EIR outline for this project is based on the 2012 Pebble Beach Company Project EIR and the County of Monterey's Request for Qualifications (RFQ) #10403 for Environmental Consultant Services. The environmental topics listed in Chapter 3, Environmental Setting, Impacts, and Mitigation (see below), are the anticipated analysis and may be modified during County review of the scope of work and as a result of NOP comments. Some topics (agricultural resources, hazards/hazardous materials, and mineral resources) are expected to be "scoped out" because no impacts are anticipated. The rationale for this would be explained in Chapter 1, Introduction, as was done in the 2012 Pebble Beach Company Project EIR. The EIR outline and format of the technical analysis in Chapter 3, Environmental Setting, Impacts and Mitigation, would be approved by the County before preparation begins.

Title Page	
Table of Contents	
Executive Summary	
Overview (Project Location, Background, Objectives/Goals, Description)	
Areas of Known Controversy and Key Issues	
Summary of Impacts and Mitigation Measures of the Proposed Project	
Alternatives to the Proposed Project	
Chapter 1. Introduction	
Background	
Project Overview	
Environmental Review Process	
Intent and Scope of the EIR	
EIR Organization	
Chapter 2. Project Description	
Location	
Objectives and Goals	
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Construction	
Intended Uses of EIR	
Chapter 3. Environmental Setting, Impacts, and Mitigation	
3.1 Aesthetics	
3.2 Air Quality	
3.3 Climate Change	
3.4 Biological Resources	

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- 3.5 Cultural Resources
- 3.6 Geology/Soils
- 3.7 Hydrology/Water Quality
- 3.8 Land Use/Planning
- 3.9 Noise
- 3.10 Population/Housing
- 3.11 Public Services
- 3.12 Recreation
- 3.13 Transportation/Traffic
- 3.14 Utilities/Service Systems
- Chapter 4. Other CEQA-Required Sections
 - 4.1 Significant and Unavoidable Environmental Effects
 - 4.2 Significant Irreversible Environmental Changes
 - 4.3 Growth-Inducing Impacts
 - 4.4 Cumulative Impacts (this may be included in the Chapter 3 sections)
- Chapter 5. Alternatives
- Chapter 6. Report Preparation
- Chapter 7. References Cited
- Appendices

Technical Scope of Work

The environmental analyses for each resource topic in Chapter 3, Environmental Setting, Impacts, and Mitigation will include the following information.

Introduction. The introductory paragraph will describe what is being analyzed in the section and the general basis for the analysis, and it may reference appropriate appendices if applicable.

Summary of Project Impacts. This will include a table that summarizes the project impacts and the significant conclusions.

Environmental Setting. The setting will describe regional conditions; site-specific conditions; and relevant plans, policies, and regulations.

Impacts and Mitigation Measures. The subsections will include *Methodology*, *Criteria for Determining Significance*, and *Impacts and Mitigation Measures*. The impact statement and analysis will clearly correlate with the significance criteria and specific project components. The analysis will thoroughly explain the rationale for the significance conclusion. For each potentially significant impact, ICF will identify detailed mitigation measure(s), if feasible, and indicate pre- and post-mitigation level of significance. If feasible mitigation is not available, the impact will be determined significant and unavoidable.

The analyses will consider comments received during the scoping process. Existing documents (including the technical reports for the proposed project, the 2012 Pebble Beach Company Project EIR, and other relevant reports) will be used to the extent practical and applicable for efficiency and cost savings.

During preparation of the Administrative Draft EIR, ICF will prepare a Summary of Impacts and Mitigation Measures memorandum that identifies potential impacts and mitigation measures for each technical issue area for County review and provide an opportunity for early concurrence.

Specific tasks included in the scope of work for each topic are described below:

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Aesthetics

The 2-acre project site is located within an undeveloped 9.19 acre lot. The immediately surrounding areas to the north, west, and south are also largely undeveloped, with the exception of Congress Road, which bisects the area in a north-south direction. The implementation of the proposed project would introduce the first man-made structures within the 9-acre lot. The physical structures and resultant light and glare emissions may be visible from Congress Road and from the neighboring residences to the east within the City of Pacific Grove. It is less likely they will be visible from other residential areas in the Del Monte Forest, but this will be evaluated. In addition, approximately 583 oak trees and 133 Monterey pine trees would be removed during construction of the project, which would increase visibility to and from the project site. However, the area is not designated as "Visually Sensitive" according to the Monterey County General Plan.

This section will identify the existing conditions and potential changes and impacts to scenic vistas, corridors, and visual character and quality, including impacts as viewed from public roads and nearby residences. The analysis will also focus on impacts from increased building development up to heights of approximately 23 feet, tree removal, and increased light and glare. This scope of work includes preparation of up to three photosimulations to illustrate changes. The viewpoints will be determined in coordination with the County, but could include views from: 1) Miles Avenue, Lawton Avenue or Shafter Avenue in Pacific Grove; 2) SFB Morse Drive or Congress Road in Pebble Beach; and 3) a nearby residence on Congress Road or Old Congress Road (if site is visible). If needed, mitigation measures will be identified.

Air Quality

The Monterey Bay Unified Air Pollution Control District (MBUAPCD) has prepared an Air Quality Management Plan (AQMP) for the Monterey Bay Region. The AQMP addresses the attainment and maintenance of State and Federal Ambient Air Quality Standards within the North Central Coast Air Basin (NCCAB). Consistency with the AQMP is an indication of a project's cumulative adverse impact on regional air quality (ozone levels). It is not an indication of project-specific impacts, which are evaluated according to the Air District's adopted thresholds of significance.

The development on the project site for multiple residential units must be in accordance with the Association of Monterey Bay Area Governments (AMBAG) population projections, which is accommodated in the AQMP. Consistency of a residential project is determined by comparing the project population at the year of project completion with the population forecast for the appropriate five year increment that is listed in the AQMP. If the population increase resulting from the project would not cause the estimated cumulative population to exceed the relevant forecast, the project would be consistent with the population forecasts in the AQMP.

The CEQA Air Quality Guidelines outline a threshold for construction activities with potentially significant impacts for Particulate Matter less than 10 microns in size (PM10) to be 2.2 acres of disturbance per day. Adherence to this standard must be evaluated.

The project will be expected to meet the goals of the Open Space Element section OS-10 (Air Quality) as designated in the Monterey County General Plan.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

This section will analyze air quality impacts including consistency with the MBUAPCD AQMP, long-term operational emissions and short-term construction emissions, exposure to sensitive receptors, and generation of objectionable odors. ICF will follow guidelines in MBUAPCD's CEQA Guidelines as applicable and supplement as necessary with professional judgment in consultation with the County.

Specific tasks include:

- Describe regional setting. Discuss Federal and State Ambient Air Quality Standards and local climate conditions. Summarize ambient air quality data for ozone, carbon monoxide (CO), (PM10), and Particulate Matter less than 2.5 microns in size (PM2.5) for the basin.
- Discuss project consistency with the MBUAPCD AQMP, based on consultation with the MBUAPCD and AMBAG.
- Calculate project vehicular emissions resulting from the new residential development and evaluate impacts upon air quality using revised trip generation estimates provided in the project transportation and circulation analysis. Emissions estimates shall be provided for ozone precursors (volatile organic compounds [VOC] and oxides of nitrogen [NO_x]), CO, sulfur oxides, PM10, and PM2.5 using methodologies outlined in the most recent MBUAPCD CEQA Guidelines manual. If the project will contribute to significant levels of traffic congestion at affected intersections (i.e., traffic would cause Level of Service (LOS) to decline from D or better to E or F), roadway links, and places of ingress/egress, then CO concentrations will be quantified. ICF will also coordinate with the MBUAPCD to quantify concentration of re-entrained road dust (PM10) from travel of project-related traffic on paved roads should project-related PM10 operations emissions exceed the MBUAPCD thresholds.
- Calculate and evaluate project construction phase emissions of PM10 and PM2.5 resulting from excavation, grading, and other earthmoving construction activities. In the event that construction-related PM10 dust emissions exceed the MBUAPCD threshold of 82 pounds per day, ICF would identify a mitigation measure that limits the amount of earthmoving activities that can occur to ensure the 82 pounds per day threshold is not exceeded. If identified mitigation measures are not sufficient to mitigate PM10 to below MBUAPCD threshold levels or if the Project Applicant cannot commit to the mitigation measure, the MBUAPCD requires dispersion modeling to quantify concentrations of PM10 dust emissions to ensure State Ambient Air Quality standards are not violated. This scope assumes that dispersion modeling is not required; therefore, it has been included as an optional task. The optional task will not be provided unless authorized in writing by the County's Project Planner and Project Applicant prior to optional task being performed.
- According to the MBUAPCD CEQA guidance, emissions associated with construction-related VOC and NO_x emissions do not need to be quantified, unless construction activities would include the operation of "atypical" construction equipment. ICF will coordinate with the MBUAPCD regarding potential construction equipment to be used on the project to determine whether equipment represents "atypical" construction equipment and quantification of construction exhaust emissions are necessary. However, ICF will quantify construction exhaust emissions of VOC and NO_x to inform decision makers and fully disclose construction-related emissions.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- ICF will perform screening-level analyses to determine whether the project would result in odor impacts. Odor impacts are not anticipated.
- ICF will perform screening-level analyses to determine whether the project would result in elevated health risks to nearby sensitive receptors. If the screening-level analysis indicates a potential impact, ICF will coordinate with the MBUAPCD to perform a site-specific analysis of potential impacts. This scope does not assume that site-specific health risk assessment analyses are required; therefore, it has been included as an optional task (refer to Task 7, Optional Tasks). The optional task will not be provided unless authorized in writing by the County's Project Planner and Project Applicant prior to optional tasks being performed. Any additional services/tasks (other than optional tasks) cannot be provided until the additional services/tasks are presented to the County and with County and Project Applicant approval, amended into the Professional Services Agreement (PSA). Once the amendment to the PSA is fully executed, ICF will be authorized to proceed with the described work/task.
- The EIR shall identify those mitigation measures necessary to reduce significant air quality impacts to an acceptable level. The following information shall be provided for each mitigation measure: emission reductions resulting from mitigation measure implementation measured in pounds per day or tons per year, agency responsibility for measure implementation, and cost and time frame for implementation of the measure.

Climate Change

The primary short-term source of Greenhouse Gas (GHG) emissions would stem from the use of heavy equipment, including crew trucks and bull dozers, during construction. There would be a minor short-term decrease in carbon sequestration due to tree removal; however this is expected to be eventually mitigated by tree replacement requirements. Additional long-term vehicle traffic generated by the proposed project may also be expected to produce GHG emissions.

This section will include an analysis of GHG emissions and climate change impacts. CEQA guidelines updated in March 2010 per State Bill (SB) 97 recommend quantification of GHG emissions, determination of significance of those emissions, and adoption of feasible mitigation where significant emissions are identified. MBUAPCD does not currently have any CEQA guidance concerning GHG emissions and their analysis for project environmental review. ICF's scope is based on consideration of the CEQA guidelines, California Air Pollution Control Officer's Association (CAPCOA)'s white paper on CEQA and Climate Change (which ICF co-authored), and consideration of guidance adopted by the Bay Area Air Quality Management District (BAAQMD) and San Joaquin Valley Air Pollution Control District (SJVAPCD), and ICF's professional judgment.

The analysis will describe existing environmental and regulatory climate change quality conditions, followed by an analysis of the project's construction and operational GHG emissions. The climate change analysis will focus on the GHGs of greatest concern—carbon dioxide (CO₂), methane (CH₄), and nitrous oxide (N₂O)—that will be generated by construction and operation of the proposed project. ICF climate change specialists will prepare a climate change analysis describing existing conditions, the project's GHG emissions, a determination of significance and mitigation measures designed to reduce any significant project-related GHG emission impacts.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

In the project setting section or technical memorandum, ICF will describe the key concepts of climate change, the GHGs of greatest concern and their contribution towards climate change, and the current climate change regulatory environment as it applies to this project. It is expected that there are no baseline GHG emissions because the project site is not currently developed.

In the project impacts section, ICF will evaluate the project's contribution towards climate change. ICF will use the same significance criteria used in the 2012 Pebble Beach Company Project EIR, with approval from the County, to determine: 1) will the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment; or, 2) will the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. Specifically, project-related GHG emissions will be considered significant if they are more than 76% of their unmitigated emissions level; this represents a reduction in GHG emissions equal to 24% below 2020 Business As Usual (BAU) or unmitigated conditions, which would allow the County to meet its target to reduce GHG emissions by 15% below 2005 levels by 2020.

ICF will quantify construction-related emissions of CO₂, CH₄ and N₂O using the CalEEMod model and construction data (i.e., anticipated construction schedule and equipment) provided by the Project Applicant. Additional GHG emissions may be estimated using factors provided by the California Climate Action Registry.

ICF will use the traffic data from the transportation and circulation analysis (i.e., trip generation rates) and the CalEEMod model to estimate CO₂, CH₄ and N₂O emissions from vehicular trips resulting from the proposed project. GHG emissions associated with operational area sources (i.e., hearth and landscaping) will be quantified using the CalEEMod model. Electricity, natural gas, and water consumption data provided by the Project Applicant and the CalEEMod model, along with other accepted protocols, will be used to quantify GHG emissions associated with energy consumption and water use. ICF will also prepare a rough quantification of the GHG emissions associated with tree removal using generic tree-based or forest-based factors.

In addition to evaluating the project's contribution towards climate change, ICF will also evaluate the potential for effects of climate change on the project. It is difficult to accurately quantify the effects of climate change on the project area, as current tools and models do not have sufficient resolution to forecast localized changes in climate and resulting effects related to climate change. Consequently, ICF will present a qualitative evaluation of the consequences of climate change to the project area using studies published by, but not limited to, the California Air Resources Board, California Department of Water Resources, California Energy Commission, California Climate Change Center, and California Natural Resources Agency. The most readily localized effect of climate change on the project area would be accelerated rise in sea level; however given the project site is located well outside the coastal flooding zone, the project site would not be subject to damage due to rise in sea level within the next century.

Based on consideration of significance criteria in BAAQMD and SJVAPCD, this scope assumes preliminarily that the project's GHG emissions will be found to be significant. Where significant impacts are identified, ICF will identify mitigation measures (including any recommended by MBUAPCD as well as those recommended by CAPCOA, the California Attorney General, BAAQMD, SJVAPCD, and other sources) designed to reduce the significance of project-related climate change impacts. Mitigation may include requirements to improve energy efficiency of new buildings beyond the state mandated Cal-Green

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

standards and other green building measures, incorporation of renewable energy (solar photovoltaics) into new project design, additional trip-reduction measures to reduce vehicle emissions, waste minimization during construction and operations, possible credit for new tree plantings above baseline conditions, and/or purchase of off-set credits or other measures. Mitigation measures will be quantified using the CalEEMod model and other accepted protocols as necessary.

Biological Resources

The project site is located within a stand of fragmented native Monterey pine forest habitat. The project proposes the removal of approximately 133 Monterey pine and 583 oak trees. The project area also supports maritime chaparral and coast live oak understory. The understory is also partially comprised of non-native species including English ivy and French broom. Nesting raptors are likely to occur at or near the project site. The preliminary surveys conducted at the site did not indicate the presence of any special-status plant species or special-status wildlife, and the project is expected to meet the goals of the Open Space Element section OS-5 (Biological Resources) as designated in the Monterey County General Plan.

This section will include an evaluation of potential impacts to biological resources based on the results of the Project Applicant's technical reports, ICF's peer review of the technical reports analysis (conducted as part of Task 5, Technical Report Peer Reviews), ICF's reconnaissance surveys, and consultation with resource agencies. The evaluation will consider the presence and potential impacts to sensitive habitats including Monterey pine forest and wetlands; special status plant and wildlife species; wildlife habitat, populations, movements, breeding, and nesting; and tree removal. Based on the preliminary assessment conducted by the Project Applicant, it is not anticipated that special-status species or wetlands are present, but it was recommended that seasonal surveys for special-status plants be conducted to confirm their presence/absence (which ICF presumes will be done by the Project Applicant's consultant and ICF will peer review the survey report). ICF will also evaluate impacts resulting from loss of oak woodlands since this was not addressed in the Arborist Report provided by the Project Applicant. ICF will identify mitigation measures for significant impacts identified, which include loss of Monterey pine forest and maritime chaparral and potential disturbance of nesting birds and roosting bats, as well as other impacts that may be identified.

Cultural Resources

The Del Monte Forest area, in which the project site is located, is the location of several known cultural and prehistoric resource sites. The project will be expected to meet the goals of the Open Space Element section OS-6 (Archaeological Resources), OS-7 (Paleontological Resources) and OS-8 (Native Californian Cultural Sites, Sacred Places, and Burial Sites) as designated in the Monterey County General Plan.

This section will evaluate impacts to historical resources, archaeological resources, and human remains based on the results of the Project Applicant's Archaeological Assessment and ICF's peer review of the technical report analysis (conducted as part of Task 5, Technical Report Peer Review). The cultural resources analysis is for CEQA compliance, not National Historic Preservation Act Section 106 compliance. No impacts to historical resources are expected as there are no structures on the site.

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ICF will prepare an Area of Potential Effects (APE) map for archaeology and will conduct a records search at the California Historic Resources Information System (CHRIS), Northwest Information Center (NWIC) at Sonoma State University, Rohnert Park for the past 3 years to see if any additional studies have been conducted or sites have been recorded in the APE or immediately adjacent to the APE. (It doesn't appear that a records search was conducted as part of the Project Applicant's Archaeological Assessment.) This scope assumes that a soil survey map of buried soils that could potentially contain buried archaeological deposits will be provided as part of the Project Applicant's Archaeological Assessment (or separately in GIS) for inclusion in the EIR. Based on this information, the evaluation will identify impacts to archaeological resources and human remains, including the potential disturbance to undiscovered archaeological resources and human remains. Mitigation measures shall be identified, if needed.

Geology/Soils

The predominant soil type, as identified by the Monterey County Soils Report, is *Narlon loamy fine sand*, which is generally considered erosion prone. Test borings have indicated the presence of granitic bedrock. Preliminary surveys indicate that potential geologic issues may include minor gullyng, cut-slopes adjacent to Congress Road, and perched groundwater. Additionally, the site is located within a highly seismically active region. The project will be expected to meet the goals of the Open Space Element section OS-3 (Soils), and Safety Element section S-1 (Seismic and Other Geologic Hazards) as designated in the Monterey County General Plan.

This section will identify impacts related to seismic hazards, landslides and slope stability, erosion, and soils constraints based on the Project Applicant's Geologic Report and Geotechnical Investigation and ICF's peer review of these reports analysis (conducted as part of Task 5, Technical Report Peer Reviews). The section will describe regional and onsite geologic setting, including subsurface geologic conditions and features, and existing soil conditions and their limitations for development on the project sites. This section will identify seismic hazards, including potential hazards to structures and human safety due to seismic shaking and liquefaction, the proximity of planned structures to known active faults and maximum credible earthquake in the area to include the subsequent seismic forces and resulting possible damage, and other geological hazards. ICF will identify, review and assess soils constraints related to structural development based on review of the existing geotechnical study (i.e., settlement, expansive soils, etc.). ICF will analyze soils constraints and potential erosion impacts from grading and excavation. ICF will identify mitigation measures if needed.

Hydrology/Water Quality

The project site is gently sloping (3 to 6%). The geologic technical reports prepared for the project site indicate the soils are erodible in nature and that a perched water table lies between the sandy topsoil and underlying granitic bedrock. Per County staff, ICF understands a hydrogeologic report will not be prepared because the project site will be serviced by an existing public water system (Cal-Am Water Services), but a drainage report that describes site stormwater runoff will be provided by the Project Applicant.

This section will identify impacts including alteration of drainage patterns, storm runoff and drainage infrastructure, and water quality. ICF will describe the hydrologic setting, drainage patterns, the existing storm drainage infrastructure (e.g., trunk lines, pumping stations) including capacities and condition, and

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methods of onsite/offsite runoff collection and retention based on the drainage report to be provided. The analysis will identify alteration of drainage patterns onsite/offsite, the impacts on natural features and storm drain infrastructure, and the drainage system improvements needed to accommodate project related drainage such as swales or detention basins. ICF will identify needed mitigation which could include the implementation of drainage control and erosion mitigation measures.

Land Use/Planning

This section will describe existing land uses, intensities, and patterns in the vicinity of the project site and the compatibility of the proposed land uses and zoning with current offsite development. The section will also identify and evaluate the project's consistency with the requirements of Monterey County Zoning Code (Title 21); the 2010 Monterey County General Plan Land Use Element (Section 1.0), including the goals listed within LU-1 (General Land Use), LU-2 (Residential), and LU-8 (Open Space); and the Greater Monterey Peninsula Area Plan, including Policy GMP-3.5 (tree removal). Because numerous informal trails on the project site are used frequently by nearby residents, Area Plan GMP-3.13 (dedicating trail easements) will also be reviewed and considered, notwithstanding Policy OS-1.1 O(b). The consistency analysis, which will be included as an appendix in the EIR, will be prepared in coordination with the County and will determine if the project is consistent as designed, is consistent as conditioned or mitigated, is inconsistent, or the policy does not apply to the project.

Noise

The project site is located adjacent to a residential neighborhood and open space. Single-family residences within the adjacent Del Monte Park neighborhood (Pacific Grove) are located within 200 feet of the proposed construction area. The project shall be analyzed for consistency with the noise standards and policies of the 2010 Monterey County General Plan Safety Element (Noise Hazards section) and the County Noise Ordinance (County Code Title 10.60).

This section will identify existing noise levels at the project site and at the adjacent residences (based on short-term noise measurements and long-term noise measurements taken over two days by ICF noise specialist), major existing noise sources in the surrounding area, any noise-sensitive land uses, and short-term construction and long-term operational noise and vibration impacts on existing noise-sensitive noise land uses in the surrounding area and proposed residential uses at the project site. Specifically, this section will identify the following:

- short-term increases in noise that would result in exposure of outdoor activity areas of existing noise-sensitive land uses to construction noise that exceeds county standards; and
- any permanent project noise increases that would result in exposure of existing and proposed noise-sensitive land uses to levels exceeding County standards and/or expose outdoor activity areas to significant noise increases due to project operations, including both direct (stationary equipment) and indirect (traffic) noise.

It is anticipated that the project transportation and circulation analysis will be used to identify noise impacts related to changes in traffic patterns associated with the project. This section will also identify construction-related noise and vibration impacts at adjacent residential neighborhoods and other noise-sensitive land uses, including, but not limited to excavation, grading, and other construction activities and

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tree processing equipment. ICF will identify mitigation measures to provide adequate protection from noise to the project inhabitants or from noise generated by the project onto surrounding inhabitants.

Population/Housing

The project proposes the construction of 24 single-family housing units, each of which is expected to be occupied, full-time, by a single family unit. As such, the project is expected to result in a local population increase, within a relatively dense project site of approximately 2 acres. The project is expected to meet the goals of the Housing Element section 5.2 (Assist in the Development of Housing), as designated in the Monterey County General Plan.

This section will identify if the project induces substantial population growth directly from the 24 new homes or indirectly by extending new roads and infrastructure, based on the project description and consultation with resource agencies. The project would not result in the displacement of people or housing. If necessary, mitigation measures shall be identified.

Public Services

The project proposes the construction of 24 single-family housing units, which will generate a demand for public services including fire protection, police protection, schools, parks and other public facilities (e.g., hospitals, libraries).

Regarding policy and fire protection, the new housing would be served by the Pebble Beach Community Services District Fire Protection Department and the Monterey County Sheriff's Department, which have both reviewed the proposal. ICF understands the Fire Department has provided comments that will be incorporated into the project design as recommended conditions of approval, and have not indicated that this project would result in potentially significant impacts. ICF will contact the Fire Department to confirm capacity to serve, response times, and/or provision of adequate fire flows. ICF will also contact the Sheriff's Department to confirm the description of existing police services for the project sites, including identification of response times, manpower and equipment; and to identify impacts to police services in terms of need for additional staff, patrols and/or equipment to serve the project; and identify measures to reduce any identified significant impacts. Additionally, because the project site is located in an area with undeveloped forest land, ICF will identify wildland fire hazard potential.

Regarding schools, ICF will describe the existing school systems that serve the project area, including existing and projected future enrollment; estimate number of school-aged children generated by the project (grades K-12); identify schools serving the sites; and assess project impacts upon school capacities. ICF will consult Section 65996 of the California Government Code (California Planning and Zoning Law) and the most current CEQA review standards, when developing mitigation measures for project impacts on schools. This section provides a listing of "exclusive methods" to mitigate impacts on schools. These methods include impact or development fees which are now collected and administrated by the Monterey County School Districts.

Additionally, ICF will assess the project's impacts on parks and other facilities in the area. If necessary, ICF will identify mitigation measures.

This section will evaluate if the project results in a substantial adverse physical impact associated with the provision of new or physically altered facilities or the need for new or physically altered facilities, the

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construction of which could cause significant impacts, to maintain acceptable service rations, responses times or other performance objectives. If needed, mitigation will be identified.

Recreation

This section will describe the existing recreation facilities and opportunities, including the informal use of the project site for hiking and biking. The proposed project includes the construction of 24 residential units, which are expected to be occupied by family units. ICF understands that the proposed project does not include any on-site recreation facilities, and that the Monterey County Parks Department is currently re-evaluating the project to gauge any potential requirements for parks, dedication of land, or an in-lieu fee. The closest existing public parks with playgrounds and similar facilities are: Arnett Park (City of Pacific Grove) approximately 0.75 miles away, Hilltop Park (City of Monterey) approximately 1.15 miles away, and Veterans Memorial Park (City of Monterey) approximately 1.5 miles away.

This section will include an evaluation of potential impacts to existing recreational facilities, and the potential benefits of on-site recreational facilities, based on the project plans and description and consultation with relevant agencies.

Transportation/Traffic

The project is expected to generate additional vehicle trips within the immediate project area and additional use of public transit (e.g., public buses and school buses) from the 24 single-family dwelling units. The project will be expected to meet the goals and policies of the Monterey County General Plan Transportation Element (Section 2.0), including sections C-1 (Level of Service), C-2 (Transportation Facilities), C-3 (Road and Highway Transportation), C-6 (Public Transit Services), and C-9 (Bicycle Transportation).

This section will include an evaluation of potential transportation and circulation impacts, based on information provided in the Project Applicant's transportation analysis and ICF's peer review of the analysis (conducted as part of Task 5, Technical Report Peer Reviews), including: increases in roadway traffic from proposed development, decreases in intersection LOS with the project, temporary construction-related impacts on local and regional roadway systems due to truck trips and traffic disruption, impacts on other transportation modes including transit and pedestrian and bicycle facilities, and impacts related to access, circulation and safety. ICF will analyze the interior circulation and parking design for consistency with County standards. If needed, ICF will identify mitigation measures including onsite and offsite improvements. ICF will also prepare the cumulative traffic analysis based on the General Plan EIR and the 2012 Pebble Beach Company Project EIR. This scope assumes that the Fehr & Peers analysis will provide adequate technical basis for the impact analysis and/or that Fehr & Peers will produce any necessary additional quantitative analysis.

Utilities/Services Systems

ICF will assess the existing capacity of the utilities needed to service the proposed 24 single-family housing units. The project will generate a demand for utilities and service systems including water supply, wastewater treatment, solid waste collection/disposal and other utilities such as gas and electricity. The project will be expected to meet the goals of the Open Space Element Section OS-9 (Energy Resources), and the Public Services Element Sections PS-1 (Adequate Public Facilities and Services

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[APFS]), PS-3 (Ensure that new development is assured a long-term sustainable water supply) and PS-4 (Wastewater Treatment) as designated in the Monterey County General Plan.

This section will include a description of existing utilities and services and an evaluation of potential impacts to these service systems based on the project plans and consultation with service providers, as follows.

Water service is expected to be provided by Cal-Am Water Services mutual water system, and proof of water service must be provided by the Project Applicant. Based on the calculations shown in the text box below, ICF understands the Project Applicant intends to use a portion of the remaining 92 acre feet per year (AFY) available in The Pebble Beach Company – Monterey Peninsula Water Management District (MPWMD) Water Entitlement from the original 365 AFY granted to The Pebble Beach Company (pursuant to its Fiscal Sponsorship Agreement with MPWMD, dated October 3, 1989, as amended), consistent with applicable law and policies for such use. ICF will determine water demand and water availability to meet the proposed project needs, and identify mitigation measures needed including, but not limited to, water conservation measures associated with the proposed project (e.g., low water use plumbing and irrigation systems and water system improvements).

The remaining water available is based on calculations in the last PBC EIR, after all of the PBC approved development projects:

Original entitlement = 365 AFY
Used for Casa Palmero = 10 AFY
Sold to others (MPWDMD) = 117 AFY (out of 175 AFY allowed)
Remaining unused entitlement = 237 AFY
PBC Project needs = 145 AFY
Remaining entitlement = 92 AFY (as of April 2012)
Remaining amount that can be sold per MPWMD ordinance 109 = 58 AFY
Remaining amount that would be unused after potential sale = 34 AFY
PBC not obligated to sell all the 175 AFY entitlement, so had use of 92 AFY.

Wastewater service is expected to be provided by the Pebble Beach Community Services District, who will be contacted to obtain information on the existing wastewater collection and treatment system that serves the project site in terms of existing/planned facilities, maximum capacity, permitted capacity, existing demands, and future demands (with and without project). ICF will identify project wastewater generation and impacts upon existing collection and treatment systems and needed wastewater collection improvements or other mitigation measures.

For solid waste, ICF will identify impacts to collection and disposal of solid waste, green waste, and recycling, including landfill capacity.

Gas and electricity are expected to be provided by Pacific Gas & Electric Company (PG&E), who ICF will contact to obtain information on existing service and infrastructure and the project's impact.

Cumulative Impacts

Potential Cumulative Impacts associated with the proposed project include, but are not limited to, local population increase, traffic impacts, removal of native trees and vegetation, and effects of drainage alterations on erodible soils. The EIR will include an evaluation of the Potential Cumulative Impacts based on information in the 2010 Monterey County General Plan and the 2012 Pebble Beach Company Project EIR. Mitigation measures shall be identified, if needed.

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Significant and Unavoidable Impacts

This section will identify the significant impacts that cannot be mitigated to a less than significant level, if any. It will explain why the impacts cannot be avoided and, if appropriate, reference identified project alternatives that reduce the impact. It may also explain the reasons why the project was proposed with significant effects that could not be mitigated to a less than significant level.

Significant Irreversible Environmental Changes

This section will identify any significant irreversible environmental changes that would be involved in the proposed project should it be implemented, such as the consumption of non-renewable resources.

Growth-Inducing Impacts

This section will describe growth inducing impacts of the proposed project, including any potential fostering of economic, population, or housing growth; describe whether the project will remove obstacles to growth; create the need for expanded community service facilities; and if the project might encourage or require other activities that could cause potentially significant environmental impacts.

Alternatives

In consultation with the County and in consideration of the scoping process, a reasonable range of alternatives to the project will be identified. The project alternatives need to feasibly attain most of the basic objectives of the project, but would avoid or substantially lessen any of the significant effects of the project pursuant to CEQA Guidelines §15126.6. ICF understands that the County has identified the following alternatives for consideration:

- A reduced-density design alternative for the purpose of lessening one or more of the Cumulative Impacts.
- A second design alternative which may include additional parking and a playground/tot-lot facility.
- An alternate location outside of the Del Monte Forest but within the Greater Monterey Peninsula Area.
 - Based on ICF's prior experience, ICF knows all of the available lands in the Del Monte Forest and have evaluated specific employee housing proposals at Area B and the Corporation Yard previously, so ICF can help the County to identify alternative sites for the off-site alternative or alternatives.
 - A key consideration for alternatives outside the Del Monte Forest is whether the Project Applicant's water entitlement could be used in such areas, as water transfers have been controversial in the past and there are specific requirements relative to the Project Applicant's entitlement.
- A "no-project" alternative.

Deliverables

- Draft Outline and Analysis Format (electronic copy)
- Memorandum identifying potential impacts and mitigation measures (electronic copy)
- Administrative Draft EIR (8 hard copies and 1 electronic copy on a CD in Word format)

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6.3 Draft EIR

ICF will revise the Administrative Draft EIR based on comments provided by the County and submit an electronic screencheck copy for County review and approval prior to public circulation. The County will provide final written comments, if necessary, on the Screencheck Draft EIR. This scope assumes that any comments will be minor and will not result in additional/new analyses or substantial revisions. ICF will incorporate all final comments and prepare the public-review Draft EIR for distribution. ICF will also prepare all associated notices as part of this task, including the Notice of Completion (NOC) and Notice of Availability (NOA). This scope assumes the County will be responsible for distribution of the Draft EIR and NOAs and for any newspaper notices.

Deliverables

- Screencheck Draft EIR (1 electronic copy on a CD in Word format)
- Public Draft EIR (25 bound hard copies, 1 unbound print-ready copy, and 1 electronic copy of CD in PDF and Word format)
- DVD disk of the Draft EIR in HTML Web-ready format for posting on the County website
- Administrative Record for the Draft EIR, including operational links, electronic copies, or hard copies of all documents and reports used in preparing the Draft EIR
- NOC (1 electronic copy on CD in Word format)
- NOA (1 electronic copy on CD in Word format)

6.4 Administrative Final EIR

Upon conclusion of the public review period, ICF will review all comments received on the Draft EIR. ICF will meet with the County to review comments received and discuss responses and text revisions (this meeting is part of Task 4, Meetings/Conference Calls/Public Hearings, above). After meeting with the County, ICF will prepare the Administrative Final EIR in accordance with the requirements of CEQA Guidelines §15132 and applicable County requirements. The Administrative Final EIR shall consist of a list of individuals and agencies who comment on the Draft EIR; copies of all the comment letters, emails and public hearing transcript with all comments codified; corresponding responses to each comment; and text revisions, if necessary. ICF anticipates that text revisions will be an errata to the Draft EIR to address minor technical changes or additions because it is not expected that changes would be substantial and warrant reprinting the entire draft EIR. The County will review and comment on the Administrative Final EIR.

Deliverables

- Administrative Final EIR (8 hard copies and 1 electronic copy on a CD in Word format)

6.5 Final EIR & Mitigation Monitoring and Reporting Program

Based on comments received from the County on the Administrative Final EIR, ICF will revise and incorporate revisions, as appropriate. Subsequently, ICF will provide the County with a Screencheck Final EIR for final review. Based on any comments received on the Screencheck Final EIR, ICF will finalize the Final EIR for production. This scope assumes that there will be no substantial comments and revisions will be minor. The County will provide all commenting agencies and decision-makers with copies of the Final EIR at least 10 days prior to any public hearing certifying the EIR. This document, together with the

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Draft EIR, will constitute the Final EIR. As part of this task, ICF will also prepare a Mitigation Monitoring and Reporting Program (MMRP) which will identify responsibility, timing, funding, and reporting of mitigation measures identified in the EIR. The MMRP shall be prepared in accordance with the County's format. ICF shall also be responsible for preparing the Notice of Determination (NOD) as part of this task.

Deliverables

- Screencheck Final EIR (1 electronic copy on CD in Word format)
- Final EIR (25 printed bound hard copies, 1 unbound print-ready copy, and 1 electronic copy on a CD in Word format)
- DVD disk of the Final EIR in HTML Web-ready format for posting on the County Website
- Draft and Final MMRP
- NOD (1 electronic copy on a CD in Word format)
- Administrative Record that includes operational links, electronic copies, or hard copies, to/of all documents and reports used in preparing the Final EIR

Task 7. Optional Tasks

The following optional tasks will not be provided unless authorized in writing by the County's Project Planner and Project Applicant, prior to optional tasks being performed. Any additional services/tasks cannot be provided until the additional services/tasks are presented to the County and with County and Project Applicant approval, amended into the Professional Services Agreement (PSA). Once the amendment to the PSA is fully executed, ICF will be authorized to proceed with the described work/task.

Air Quality Dispersion Modeling

As described under Task 6.2, Administrative Draft EIR - Air Quality, ICF will calculate and evaluate project construction phase emissions of PM10 and PM2.5. In the event that construction-related PM10 dust emissions exceed the MBUAPCD threshold and if mitigation measures are not sufficient or if the Project Applicant cannot commit to the mitigation measure, the MBUAPCD requires dispersion modeling to quantify concentrations of PM10 dust emissions to ensure state ambient air quality standards are not violated. If required, a more detailed scope would be provided.

Air Quality Site Specific Health Risk Assessment

As described under Task 6.2, Administrative Draft EIR - Air Quality, ICF will perform screening-level analyses to determine whether the project would result in elevated health risks to nearby sensitive receptors. If the screening-level analysis indicates a potential impact, ICF will coordinate with the MBUAPCD to perform a site-specific analysis of potential impacts. If required, a more detailed scope would be provided.

CEQA Findings

If requested, ICF will prepare the CEQA findings for the project in accordance with CEQA Guidelines §15091, which requires that no public agency approve or carry out a project, for which an EIR has been completed and identifies one or more significant effects, unless the public agency prepares findings for each significant effect. The findings shall include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in

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the EIR. CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the EIR, ICF will prepare a Statement of Overriding Considerations. ICF will provide a draft of the CEQA findings and, if necessary, a Statement of Overriding Considerations, to the County for review and comment, and then a revised version for County use.

Deliverables

- Draft Findings and Statement of Overriding Considerations, if required (1 electronic copy on CD in Word format)
- Final Findings and Statement of Overriding Considerations, if required (10 hard copies and 1 electronic copy on CD in Word format)

INITIAL BUDGET

Cost Estimate

The initial budget for the Scope of Services described above, including the optional tasks, is \$205,665, as summarized below. A detailed cost estimate, which shows ICF billing rates and an hourly breakdown by task for each person working on the project, is included in Table 1. The ICF billing rates are those submitted by ICF under RFQ #10403, for Environmental Consultant Services.

Cost Overview	
Task 1. Application Review/Project Scoping	\$7,200
Task 2. Notice of Preparation/Scoping Meeting	\$3,770
Task 3. Field Trips	\$5,485
Task 4. Meetings/Conference Calls/Public Hearings	\$15,160
Task 5. Technical Report Peer Reviews	\$8,785
Task 6. Required Documents	\$137,875
Task 7. Optional Tasks	\$27,390
Total (with Task 7 Optional tasks)	\$205,665

The assumptions regarding modifications to the budget and scope of work are included in the Scope of Services described above and are summarized below.

Task 2. Notice of Preparation/Scoping Meeting:

- County staff will be responsible for distributing the NOP, receiving comments, and transmitting comments received to ICF.

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- ICF will be responsible for conducting the Scoping Meeting at a facility to be identified and provided by the County, and will be responsible for developing a power point presentation and handouts based on materials provided by the County and/or Project Applicant.

Task 5. Technical Report Peer Reviews:

- If ICF identifies any deficiencies in the technical reports prepared, the Project Applicant and its consultants will rectify by providing additional information needed for the EIR analysis.
- The Project Applicant will provide a Botanical Floristic Survey Report (Spring 2014), Wetland Delineation if determined needed by ICF, and a Drainage Report.

Task 6. Required Documents:

- ICF will prepare the Project Description (Task 6.1) based on information obtained from the plans (Project Applicant set) and information obtained from the County and Project Applicant in response to ICF's data/information request(s) during Task 1, Application Review/Project Scoping. Subsequent revisions to the Project Applicant's plans or the project description could result in a scope/budget amendment.
- EIR topics Agricultural Resources, Hazards/Hazardous Materials, and Mineral Resources will be "scoped out" because no impacts are anticipated.
- For the Aesthetics analysis, ICF will prepare up to three photosimulations.
- For the Cultural Resources analysis, ICF will conduct a records search at the CHRIS, NWIC at Sonoma State University.
- For the Utilities/Service Systems analysis, the Project Applicant will provide proof of water service.
- For the alternatives analysis, ICF will work with the County to determine appropriate alternatives for consideration and will conduct a qualitative analysis of 4 alternatives, including the No Project alternative, 2 onsite alternatives, and 1 offsite alternative to be identified by the County.
- County comments on the Administrative Draft EIR and Administrative Final EIR will be minor to moderate and will not require substantial revisions or additional analysis.
- County comments on the Screencheck Draft EIR and Screencheck Final EIR will be very minor and will not require substantial revisions (e.g., changes resulting in page re-numbering) or additional analysis.
- ICF will provide the specified hard copies associated with the Draft EIR and Final EIR; EIR appendices will be provided on a CD inside the cover of the hard copies. The County will be responsible for distribution and for any newspaper notices.

Contract and Deliverables-Based Billing System

This PSA will be on a not-to-exceed time and materials basis, and the terms and conditions shall be according to the County's RFQ#10403 for Environmental Consultant Services. The intended term of the PSA will be from the County execution date through the public hearing process resulting in a decision on the project, with the option to extend the term at the County's discretion. A preliminary list of deliverables,

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which corresponds with the Cost Estimate and generally follows the suggested list of deliverables in RFQ #10403 for Environmental Consultant Services, is below.

- Data Collection, Field Work, and Technical Analyses (Tasks 1, 2, 3, 5, 6)
- County Staff and Consultant Meetings (Tasks 4.1 to 4.4)
- Delivery of Administrative Draft EIR (Tasks 6.1, 6.2)
- Delivery of Draft EIR and Administrative Record Part 1 (Task 6.3)
- Delivery of Final EIR, MMRP, Findings and Administrative Record Part 2 (Tasks 6.4 to 6.6)
- Hearings at Planning Commission and BOS (Tasks 4.5 to 4.6)

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PROJECT SCHEDULE

The following draft Project Schedule is based on the Preliminary Project Schedule, and expedited to the greatest extent possible in consideration of the complexities of the analysis and likely controversy of the project.

Task	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May
Agreement Executed (7/1/14) ¹											
1. Application Review/Confirm Scope (7/1/14 to 7/11/14)	■										
2. NOP/Scoping Meeting (7/14/14 to 8/21/14)	■	■									
3. Field Trips (7/14/14 to 8/21/14)	■										
4. Meetings/Conference Calls/Public Hearings	■	■	■	■	■	■	■	■	■		
5. Technical Reports Peer Reviews (7/14/14 to 7/30/14)	■										
6.1. Project Description (8/1/14 to 8/30/14)		■									
6.2 ADEIR (9/2/14 to 10/3/14)			■								
County review ADEIR (10/7/14 to 10/18/14)											
6.3 DEIR (10/21/14 to 11/8/14)				■	■						
Public review DEIR 45 days (11/11/14 to 12/26/14)						■					
6.4 AFEIR (12/29/14 to 2/7/15)							■	■			
County review AFEIR (2/10/15 to 2/21/15)											
6.5 FEIR and MMRP (2/24/15 to 3/19/15)								■	■		
7. Findings (3/22/15 to 4/7/15)									■		

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PAYMENT PROVISIONS

Invoices for work products / deliverables under the AGREEMENT shall be submitted monthly (by the tenth day of the month) on a time and materials basis for a “not to exceed” amount as listed below. The invoice should identify the document or work product being delivered. All invoices shall include the following:

1. Invoice Coversheet

ICF Jones & Stokes, Inc.

The Pebble Beach Company’s Inclusionary Housing Environmental Impact Report

Date: _____

Invoice No. _____

Agreement Term: July 23, 2014 – June 30, 2016

Agreement Amount: \$236,514.75 (\$205,665.00 base budget plus \$30,849.75 project contingency)

This Invoice:	1.	\$7,200.00	<i>Application Review/Project Scoping</i>	_____
	2.	\$3,770.00	<i>Notice of Preparation/Scoping Meeting</i>	_____
	3.	\$5,485.00	<i>Field Trips</i>	_____
	4.	\$60.00	<i>Meetings/Conference Calls/Public Hearings</i>	_____
	4.1	\$4,750.00	<i>Bi-weekly conference calls</i>	_____
	4.2	\$1,420.00	<i>Community Scoping Meeting at location to be determined</i>	_____
	4.3	\$1,435.00	<i>Review ADEIR comments at County office</i>	_____
	4.4	\$1,095.00	<i>Review AFEIR comments at County office</i>	_____
	4.5	\$1,080.00	<i>Planning Commission Field Trip</i>	_____
	4.6	\$5,320.00	<i>Planning Commission & Board of Supervisors Public Hearings</i>	_____
	5.		<i>Technical Report Peer Reviews</i>	_____
	5.1	\$630.00	<i>Tree Report Assessment/Arborist Report</i>	_____
	5.2	\$400.00	<i>Archaeological Assessment</i>	_____
	5.3	\$1,485.00	<i>Preliminary Biological Assessment</i>	_____
	5.4	\$1,044.00	<i>Geological Report</i>	_____
	5.5	\$1,396.00	<i>Geotechnical Investigation</i>	_____
	5.6	\$1,915.00	<i>Transportation Analysis</i>	_____
	5.7	\$1,915.00	<i>Drainage Report</i>	_____
	6.		<i>Required Documents</i>	_____
	6.1	\$5,330.00	<i>Administrative Draft Project Description/Draft Project Description</i>	_____
	6.2	\$83,966.00	<i>Administrative Draft EIR</i>	_____
	6.3	\$16,575.00	<i>Draft EIR</i>	_____
	6.4	\$20,590.00	<i>Administrative Final EIR</i>	_____
	6.5	\$11,414.00	<i>Final EIR and Mitigation Monitoring and Reporting Program</i>	_____
	7.		<i>Optional Tasks</i>	_____
		\$8,345.00	<i>- Air Quality Dispersion Modeling</i>	_____
		\$13,920.00	<i>- Air Quality Site Specific Health Risk Assessment</i>	_____
		\$5,125.00	<i>- CEQA Findings</i>	_____
GRAND TOTAL:				<u>\$205,665.00</u>

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Remaining Balance \$ _____

Approved as to Work/Payment: _____

Bob J. Schubert, Senior Planner

Date

All Invoices Are To Be Sent To:
Jaime Martinez, Accounting Technician
County of Monterey Resource Management Agency - Finance Division
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-4829

2. Invoice Detail

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 the CONTRACTOR and shall be within the "Not to Exceed" budget amount allocated for the service or services performed.

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 documentation provided by the CONTRACTOR and shall be within the "Not to exceed" budget amount allocated for the service or services performed.

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

The Project Planner 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 services.

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of \$30,849.75) requires the prior written approval of the Director of Planning and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the 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.

EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Within five (5) working days of receipt of the recommendation, the Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Director of Planning, or in the Director's absence, designee. Within ten (10) working days thereafter, the Director of Planning 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 Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the Director or designee, the Director of Planning or designee will ask the Project Applicant 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 Applicant's written approval by the Director of Planning 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 2
APPLICABLE FEE SCHEDULE,
DATED JULY 7, 2013

Funding Agreement
The Pebble Beach Company
The Pebble Beach Company's Inclusionary Housing EIR
RMA – Planning
Term: July 23, 2014 – June 30, 2016
Not to Exceed: \$239,684.75

MONTEREY COUNTY LAND USE FEES
(effective 07/07/2013)

Permit Type	PLAN (1) (2) (5) (12)	File Storage Fee	Technology Fee (13)	PWD	WRA	EH	CC	GPU (7)	Total FY13	Notes
Administrative Permit - General	2,151.94	21.52	129.12	434.69	975.90	551.06	182.91	128.02	4,576.99	
Administrative Permit - Signs	1,129.77	11.30	67.79	217.35	0.00	0.00	182.91	45.90	1,855.02	
Airport Land Use Commission Application Review	645.58	6.46	38.73	0.00	0.00	0.00	0.00	19.37	710.14	
Appeal of Fee Determination	645.58	6.46	0.00	0.00	0.00	0.00	148.33	0.00	799.37	
Appeals (3)	807.00	8.07	0.00	108.68	255.83	130.00	148.33	0.00	1,585.91	
Appeals of Administrative Determinations	2,607.01	26.07	0.00	0.00	0.00	0.00	148.33	0.00	2,678.41	
Application Request (5)	484.19	0.00	0.00	0.00	0.00	0.00	0.00	0.00	484.19	
Big Sur Viewshed Acquisition	1,613.99	16.14	66.84	108.68	244.25	828.49	0.00	83.80	2,990.16	
BP Review for New SFD (tract home)	181.40	0.00	0.00	217.35	791.06	276.53	0.00	41.81	1,438.23	
BP Review for New SFD (6)	806.98	0.00	48.42	217.35	731.56	276.53	0.00	60.98	2,141.92	
BP Review for Dwelling Additions (6)	645.58	0.00	38.73	217.35	447.42	276.53	0.00	48.81	1,714.42	
BP Review for Ground Mounted Solar and Significant Demolition	181.40	0.00	0.00	0.00	0.00	276.53	0.00	13.14	480.75	
BP Review for Minor Review (Dwelling Addition under 500 sf.) (6)	181.40	0.00	0.00	0.00	0.00	276.53	0.00	13.14	480.75	
BP Review for New Commercial or Industrial (6)	989.37	0.00	58.10	217.35	487.42	551.06	0.00	66.75	2,340.05	
BP Review for Commercial or Industrial Additions (6)	806.98	0.00	48.42	217.35	487.42	551.06	0.00	61.91	2,174.04	
BP Review for Tenant Improvement (Commercial or Industrial)	80.70	0.00	4.84	0.00	0.00	143.10	0.00	6.71	235.35	
Change of Commercial or Industrial Use	80.70	0.00	4.84	0.00	0.00	130.00	0.00	6.32	221.86	
Certificate of Compliance (1-2 Parcels) (14)	1,613.99	16.14	66.84	0.00	0.00	319.57	1,097.49	60.93	3,234.93	
Certificate of Compliance (> 2 Parcels) (14)	484.19	4.84	29.05	0.00	0.00	118.20	365.83	28.09	1,020.10	
Certificate of Correction	645.58	6.46	38.73	183.54	0.00	0.00	0.00	24.27	878.58	
Coastal Administrative Permit - General	2,151.94	21.52	129.12	434.69	975.90	1,103.95	182.91	145.48	5,145.51	
Coastal Administrative Permit - Signs	1,129.77	11.30	67.79	108.68	0.00	0.00	182.91	42.64	1,643.09	
Coastal Development Permit - General	4,841.87	48.42	260.51	850.97	875.90	1,103.85	914.58	254.02	9,080.82	
Coastal Development Permit - Signs	2,259.54	22.59	135.57	217.35	0.00	0.00	182.91	79.79	2,997.70	
Coastal Development Permit - Tree Removal	2,259.54	22.59	135.57	0.00	244.26	0.00	182.91	80.60	2,825.47	
Coastal Implementation Plan Amendment (4)										See Extraordinary Development Application fee
Code Enforcement Activities (per hour)	126.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.97	PER HOUR
Conditional Certificate of Compliance (per Lot)	3,227.91	32.28	193.67	850.97	0.00	551.06	648.75	149.39	5,354.93	Fee is for each lot
Conformance Determination (Specific Plan) - Director	1,129.77	11.30	67.79	0.00	0.00	0.00	548.75	50.36	1,807.97	
Conformance Determination (Specific Plan) - Hearing	3,222.53	32.23	193.35	0.00	0.00	0.00	548.75	113.14	4,110.00	
Corner Record	0.00	0.00	0.00	18.00	0.00	0.00	0.00	0.00	18.00	
Credit Card Convenience Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Current County Rate is 1.7% of total fees paid

MONTEREY COUNTY LAND USE FEES
(effective 07/07/2013)

Permit Type	PLAN (1) (2) (8) (12)	File Storage Fee	Technology Fee (13)	PWD	WRA	EH	CC	GPU (7)	Total FY13	Notes
Design Approval, Public Hearing Required	808.98	8.07	48.42	0.00	0.00	0.00	182.91	29.70	1,076.08	
Design Approval, Administrative	494.19	4.84	29.05	0.00	0.00	0.00	0.00	14.53	532.61	
Design Approval, Over the Counter	181.40	1.81	9.88	0.00	0.00	0.00	0.00	4.84	177.53	
Development Agreement (4)										
EIR: Project Review/Contract Administration (4) (9)										See Extraordinary Development Application fee
Emergency Permits	2,420.93	24.21	145.26	0.00	0.00	0.00	81.46	76.37	2,757.23	See Extraordinary Development Application fee
Extraordinary Development Applications (1) (4)	18,139.68	181.40	888.37	5,379.85	7,318.75	7,204.70	1,829.15	1,138.16	40,137.94	DEPOSIT
Field Review Prior to Application	322.79	3.23	19.37	0.00	0.00	0.00	0.00	9.88	355.07	
Franchise Agreement	0.00	0.00	0.00	2,171.30	0.00	0.00	0.00	0.00	2,171.30	
Franchise Agreement Extension / Amendment	0.00	0.00	0.00	1,085.85	0.00	0.00	0.00	0.00	1,085.85	
General / Area Plan Amendment (4)										See Extraordinary Development Application fee
General Development Plan	3,227.91	32.28	193.87	650.97	1,229.15	1,829.49	182.91	183.25	6,517.83	
Grading Permits (not in conjunction with BP)	668.37		66.10	0.00	731.66	0.00	0.00	51.00	1,809.13	
House Number	0.00	0.00	0.00	54.87	0.00	0.00	0.00	0.00	54.87	
Hydrogeologic Report Review	0.00	0.00	0.00	0.00	731.66	0.00	0.00	0.00	731.66	
Hydrogeologic Report Review w/Diminimus Finding	0.00	0.00	0.00	0.00	2,171.30	0.00	0.00	0.00	2,171.30	
Hydrogeologic Report Preparation - Contract Administration	0.00	0.00	0.00	0.00	2,721.00	0.00	0.00	0.00	2,721.00	WRA: After 24 hrs, \$121.58/hr
Improvement Plan Processing	0.00	0.00	0.00	434.89	0.00	0.00	0.00	0.00	434.89	
Improvement Plans (per Square foot of Pavement)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Initial Study CEQA - Minor Subdivision / Commercial / Industrial	5,987.78	59.88	359.27	434.89	486.32	276.53	1,997.49	248.48	8,950.44	
Initial Study CEQA - Other	4,250.09	42.50	255.01	434.89	486.32	276.53	731.66	185.38	6,022.18	
Initial Study CEQA - SFD (Addendum-based from earlier EIR)	1,129.77	11.30	67.79	434.89	486.32	276.53	731.66	88.28	3,110.14	
Initial Study CEQA - Single Family Dwelling (SFD)	4,250.09	42.50	255.01	434.89	486.32	276.53	365.83	174.40	6,285.37	
Initial Study CEQA - Standard Subdivision (1)	18,139.68	181.40	988.37	434.89	486.32	276.53	1,483.32	684.01	20,494.20	DEPOSIT; PWD and WRA fees are flat fees.
Landscape/Fuel Mgt. re-Inspection of Commercial and Residential (per hour)	181.40	1.81	0.00	0.00	0.00	0.00	0.00	0.00	183.01	PER HOUR
Landscape/Fuel Mgt. Review, Commercial	484.10	4.84	0.00	0.00	0.00	0.00	0.00	0.00	489.03	
Landscape/Fuel Mgt. Review, Residential	242.10	2.42	0.00	0.00	0.00	0.00	0.00	0.00	244.52	
Letters of Public Convenience and Necessity	806.98	8.07	48.42	0.00	0.00	0.00	0.00	24.21	887.68	
License to Cross Non-Access Strip	0.00	0.00	0.00	1,085.85	0.00	0.00	0.00	0.00	1,085.85	
Lot Line Adjustment Amendments, Revisions or Extensions	1,813.89	18.14	98.84	108.88	610.06	2,413.17	182.91	87.86	3,128.64	
Lot Line Adjustment - General	2,905.12	29.05	174.31	650.97	731.66	828.49	548.75	169.95	6,030.30	
Lot Line Adjustment - Williamson Act	2,682.33	26.82	164.94	650.97	731.66	828.49	1,829.15	198.88	7,002.04	

MONTEREY COUNTY LAND USE FEES
(effective 07/07/2013)

Permit Type	PLAN (1) (2) (9) (12)	File Storage Fee	Technology Fee (13)	PWD	WRA	EH	CC	GPU (7)	Total FY13	Notes
Mills Act Application	1,291.16	12.91	77.47	0.00	0.00	0.00	182.91	44.22	1,628.87	Total Includes fee of \$368.00 for Parks Dept
Mills Act Contract Public Hearing	845.58	6.46	38.73	0.00	0.00	0.00	731.66	41.32	1,463.75	
Minor and Trivial Amendment (no public hearing)	1,938.75	19.37	116.21	0.00	0.00	0.00	91.46	60.85	2,224.64	
Minor Subdivision Tentative Map (existing sewers)	6,455.82	64.58	387.35	2,387.68	2,927.72	2,071.24	1,846.24	464.66	16,405.17	
Minor Subdivision Tentative Map (new septic or system)	6,455.82	64.58	387.35	2,387.68	2,927.72	2,756.87	1,846.24	465.32	17,114.48	
Minor Subdivision Vesting Tentative Map (existing sewers)	6,683.73	66.84	581.02	2,387.68	2,927.72	2,071.24	1,846.24	561.50	19,955.87	
Minor Subdivision Vesting Tentative Map (new septic or system)	6,683.73	66.84	581.02	2,387.68	2,927.72	2,756.87	1,846.24	562.16	20,665.15	
Minor Subdivision Vesting Tentative Map Extension (existing sewers)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
Minor Subdivision Vesting Tentative Map Extension (new septic or system)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
Minor Subdivision Extension (existing sewers)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
Minor Subdivision Extension (new septic or system)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
Minor Subdivision Amendment or Revision (existing sewers)	3,227.91	32.28	193.67	1,085.65	610.08	826.49	731.66	194.51	6,904.25	
Minor Subdivision Amendment or Revision (new septic or system)	3,227.91	32.28	193.67	1,085.65	610.08	1,103.96	731.66	202.78	7,187.98	
Mitigation Monitoring - 1 to 10 measures (11)	3,227.91	32.28	0.00	542.29	731.66	720.90	365.83	0.00	5,020.87	DEPOSIT
Mitigation Monitoring - 11 to 30 measures (11)	6,455.82	64.58	0.00	1,085.65	1,463.32	1,440.72	731.66	0.00	11,241.73	DEPOSIT
Mitigation Monitoring - over 30 measures (11)	6,683.73	66.84	0.00	2,171.30	2,194.99	2,881.45	1,463.32	0.00	16,491.63	DEPOSIT
Monterey Peninsula Water Mgmt Dist. Allocation Tracking	0.00	0.00	0.00	0.00	152.91	0.00	0.00	0.00	152.91	
Oak Woodland Guidelines Consistency Certification	322.79	3.23	19.37	0.00	0.00	0.00	182.91	16.17	543.47	
Parcel Legality Determination 1-2 Lots (14)	806.95	8.07	48.42	0.00	0.00	0.00	1,007.40	57.13	2,018.00	CC: 1-2 lots
Parcel Legality Determination - each additional lot > 2 (14)	484.19	4.84	28.05	0.00	0.00	0.00	305.83	25.60	909.41	CC: per each add'l lot
Parcel Map Processing (Includes Amended Parcel Map)	0.00	0.00	0.00	1,470.58	0.00	0.00	0.00	0.00	1,470.58	
Permit Amendment, Renewals, Revisions or Extensions (public hearing)	3,227.91	32.28	193.67	108.68	610.08	413.17	365.83	141.77	5,093.39	
Plan check fee for building permit	0.00	0.00	0.00	0.00	355.83	0.00	0.00	0.00	355.83	
Pre/Post Application Conference (8)	484.20	4.84	29.05	326.04	354.73	429.30	0.00	48.13	1,686.30	Deposit reflects 3 hr min; \$364.74 WRA fee is a flat fee
Public Service Easement Abandonment	0.00	0.00	0.00	2,171.30	0.00	0.00	0.00	0.00	2,171.30	
Record of Survey	0.00	0.00	0.00	434.89	0.00	0.00	0.00	0.00	434.89	
Research (1)	322.79	3.23	19.37	108.68	0.00	0.00	0.00	12.94	467.01	DEPOSIT; PWD: \$108.68/hr
Restoration Plan (1)	1,938.80	19.37	116.21	0.00	0.00	0.00	0.00	65.10	2,130.48	DEPOSIT
Rezoning or Code Text Amendments (4)										See Extraordinary Development Application fee
Road Abandonment	806.95	8.07	48.42	2,713.59	0.00	0.00	365.83	116.59	4,059.48	
Road Name	0.00	0.00	0.00	1,085.65	0.00	0.00	0.00	0.00	1,085.65	
Scenario Easement Amendment	1,813.66	18.14	96.84	0.00	0.00	0.00	365.83	50.30	2,152.18	

MONTEREY COUNTY LAND USE FEES
(effective 07/07/2013)

Permit Type	PLAN (1) (2) (8) (12)	File Storage Fee	Technology Fee (13)	PWD	WRA	EH	CC	GPU (7)	Total FY13	Notes
Sewage treatment & reclamation facility - Application	0.00	0.00	0.00	0.00	0.00	1,103.95	0.00	0.00	1,103.95	
Sewage treatment & reclamation facility - Permit fee/yr.	0.00	0.00	0.00	0.00	0.00	828.49	0.00	0.00	828.49	
Soils Testing (per hour)	0.00	0.00	0.00	0.00	0.00	143.10	0.00	0.00	143.10	PER HOUR
Specific Plan (4)										See Extraordinary Development Application fee
Specific Plan Amendment (4)										See Extraordinary Development Application fee
Standard Subdivision Preliminary Map (existing sewers) (10)	6,445.00	64.45	386.70	1,085.65	2,927.72	2,759.87	0.00	396.55	14,066.00	WRA: After 24 hrs, \$121.58/hr
Standard Subdivision Preliminary Map (new septic or system) (10)	6,445.00	64.45	386.70	1,085.65	2,927.72	3,859.38	0.00	423.63	14,892.49	WRA: After 24 hrs, \$121.58/hr
Standard Subdivision Project Review Map (CVM/P) (10)	2,238.01	22.38	134.28	2,171.30	0.00	0.00	0.00	132.28	4,598.25	
Standard Subdivision Tentative Map (existing sewers) (10)	12,911.65	129.12	774.70	3,357.03	3,859.38	2,759.87	3,658.29	790.39	28,040.43	PWD: +\$335.70/lot; WRA: After 30 hrs, \$121.58/hr
Standard Subdivision Tentative Map (new septic or system) (10)	12,911.65	129.12	774.70	3,357.03	3,859.38	3,658.29	3,658.29	817.37	28,066.02	PWD: +\$335.70/lot; WRA: After 30 hrs, \$121.58/hr
Standard Subdivision Vesting Tentative Map (existing sewers) (10)	12,911.65	129.12	774.70	3,357.03	3,859.38	2,759.87	3,658.29	828.98	29,298.07	PWD: +\$335.70/lot; WRA: After 40 hrs, \$121.58/hr
Standard Subdivision Vesting Tentative Map (new septic or system) (10)	12,911.65	129.12	774.70	3,357.03	3,859.38	3,658.29	3,658.29	853.94	30,222.58	PWD: +\$335.70/lot; WRA: After 40 hrs, \$121.58/hr
Standard Subdivision Amendment or Revision (existing sewers) (10)	3,873.49	38.73	232.41	1,303.00	610.08	1,463.32	254.78	235.80	8,386.91	
Standard Subdivision Amendment or Revision (new septic or system) (10)	3,873.49	38.73	232.41	1,303.00	610.08	1,463.32	254.78	235.80	8,386.91	
Standard Subdivision Extension (existing sewers) (10)	3,873.49	38.73	232.41	868.30	610.08	1,463.32	254.78	200.39	7,151.16	
Standard Subdivision Extension (new septic or system) (10)	3,873.49	38.73	232.41	868.30	610.08	1,463.32	254.78	200.39	7,151.16	
Standard Subdivision, Amended Final Map (new septic or system) (10)	3,873.49	38.73	232.41	2,171.30	610.08	1,463.32	261.85	0.00	9,281.26	
Standard Subdivision, Amended Final Map (existing sewers) (10)	3,873.49	38.73	232.41	2,171.30	610.08	1,463.32	261.85	0.00	9,281.26	
Standard Subdivision Final Map Processing	0.00	0.00	0.00	1,878.51	0.00	482.00	1,829.15	0.00	3,999.66	PWD: +\$107.85/lot; EH fee for final maps after 1st phase
Subdivision Improvement Agreement Extension	0.00	0.00	0.00	868.30	0.00	0.00	0.00	0.00	868.30	
Surface Mine Annual Inspection	3,227.91	32.28	193.67	0.00	0.00	0.00	0.00	66.84	3,650.70	
Surface Mine Reclamation Plan	12,911.65	129.12	774.70	0.00	0.00	0.00	731.66	409.30	14,958.43	
Storage and Electronic Conversion of Files fees (File Storage Fee)										1% of Planning Permit fee
Tree Removal, Director's Approval (Inland)	258.23	2.58	15.49	0.00	0.00	0.00	0.00	7.75	284.05	
Tree Removal, Waiver (Coastal)	258.23	2.58	15.49	0.00	0.00	0.00	0.00	7.75	284.05	
Use Permit - General	4,034.80	40.35	242.00	660.07	1,103.95	648.75	219.43	7,181.33		
Use Permit - Signs	2,259.54	22.60	135.57	217.35	0.00	182.91	79.79	2,897.70		
Use Permit - Tree Removal	2,259.54	22.60	135.57	0.00	0.00	182.91	79.79	2,673.89		
Use Permit - Oil and Gas (4)										See Extraordinary Development Application fee
Variance	3,227.91	32.28	193.67	434.69	654.32	51.06	182.91	142.65	5,120.29	
Vested Rights Determination	6,456.82	64.56	387.35	0.00	0.00	1,829.15	248.55	8,985.43		

MONTEREY COUNTY LAND USE FEES
(effective 07/07/2013)

Permit Type	PLAN (1) (2) (6) (12)	File Storage Fee	Technology Fee (13)	PWD	WRA	EH	CC	GPU (7)	Total FY13	Notes
Well Construction/ Destruction Database Maintenance (added to Well Construction/ Destruction fees)	0.00	0.00	0.00	0.00	385.83	0.00	0.00	0.00	385.83	
Well Construction-over 5 acre ft production in Zone 2C and additional areas of Monterey County including PVWMA Jurisdiction	0.00	0.00	0.00	0.00	810.08	0.00	0.00	0.00	810.08	
Well Reconstruction/ Destruction for Zone 2C and additional areas of Monterey County including PVWMA Jurisdiction	0.00	0.00	0.00	0.00	385.83	0.00	0.00	0.00	385.83	
Well Construction Fee for New Domestic Well (Inland)	0.00	0.00	0.00	0.00	121.68	0.00	0.00	0.00	121.68	
Well Construction Fee for New High Capacity Well (Inland)	0.00	0.00	0.00	0.00	243.16	0.00	0.00	0.00	243.16	
Williamson Act or Farmland Security Zone Contract	1,452.68	14.63	87.16	0.00	0.00	0.00	1,483.32	87.48	3,105.04	
Williamson Act Contract Amendments	1,452.68	14.63	87.16	0.00	0.00	0.00	914.68	71.01	2,639.83	

KEY:
 PLAN = RMA Planning
 PWD = RMA Public Works
 WRA = Monterey County Water Resources Agency
 EH = Environmental Health Bureau
 CC = County Counsel

NOTE: THE FEES THAT ARE SHOWN IN BOLD ARE A DEPOSIT AND MAY BE BILLED FOR ADDITIONAL HOURS

- (1) RMA-Planning fees are based on an hourly rate of \$161.40, representing a weighted blend of the fully burdened labor rate for RMA-Planning staff. A flat fee is based on the average, estimated, reasonable cost of processing the permit/entitlement. Fees for deposit projects will be based on actual hours worked by staff multiplied by the hourly rate. The applicant is required to pay the indicated deposit unless the applicant and the Director of RMA-Planning elect, on a case-by-case basis, to agree to a different deposit.
- (2) Fees for Combined Development Permits under Monterey County Code Chapters 21.76 and 20.70 shall be 85% of the total combined permit fees.
- (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.
- (4) "Extraordinary Development Applications" are those applications which will require staff time well beyond the typical application, as determined by the Director of RMA-Planning (i.e. complex, large scale development with multiple entitlements). Any project requiring an EIR shall qualify as an extraordinary development application. The amount paid to the County is for staff costs. The County may utilize a consultant, whose expenses shall be fully funded by the project applicant.
- (5) Fees collected for application appointments and Pre-Application Conferences shall be credited against any subsequent discretionary permit, except Design Approval, provided the discretionary permit application is made within 6 months of the application appointment.

MONTEREY COUNTY LAND USE FEES
(effective 07/07/2013)

Permit Type	PLAN (1) (2) (6) (12)	File Storage Fee	Technology Fee (13)	PWD	WRA	EH	CC	GPU (7)	Total FY13	Notes
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- (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) A General Plan Implementation fee of 3% of the total permit fee is required for all permits covered under Article IX (Planning Fees) except for the following: Appeals, Appeals of Administrative Determinations, Appeals of Fee Determinations, Mitigation Monitoring, and Landscape Review.
- (8) Code Enforcement fees as land use fees will be credited back to Monterey County RMA-Building Services – Code Enforcement section.
- (9) The deposit paid to the County for staff costs as identified in the Reimbursable Funding or Reimbursement Agreement between the County and the Applicant. Staff costs shall be reimbursed as part of an Extraordinary Development Application as noted in (4) above.
- (10) These fees only apply to maps originally submitted prior to July 13, 2003, when applicants were charged "flat-fees", and those submitted after August 20, 2006. Maps submitted between these dates are full-cost recovery projects and require a deposit.
- (11) Projects approved with mitigation measures after July 7, 2013 shall be subject to the mitigation monitoring fees set forth in this Article. Projects with mitigation measures approved prior to July 7, 2013 shall be subject to the mitigation monitoring fees set forth in the County Fee Resolution that was in effect on the project approval date.
- (12) A flat fee is based on the average, estimated, reasonable cost of processing the permit/entitlement. Fees for deposit projects will be based on actual hours worked by staff multiplied by the hourly rate. The fee will be calculated at full cost recovery when the project is complete.
- (13) A Technology fee of 6% of the planning permit fee is required for all permits except for the following: Appeals, Appeals of Administrative Determinations, Appeals of Fee Determinations, Mitigation Monitoring, and Landscape Review. This fee begins July 1, 2008 and will only be in effect until June 30, 2016.
- (14) Fees collected for parcel legality determinations shall be credited against any subsequent Certificate of Compliance application for the same requested property (same legal description).