

Attachment B

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**FUNDING AGREEMENT NO. 3
FOR THE
LATOURETTE SUBDIVISION PROJECT**

THIS FUNDING AGREEMENT NO. 3, hereinafter, "AGREEMENT" or "FUNDING AGREEMENT NO. 3", is made and entered by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "County", and Jeffrey and Monica LaTourette, husband and wife, hereinafter, "PROJECT APPLICANTS", (collectively, the "Parties") and effective as of the last date opposite the respective signatures below and with reference to the following facts and circumstances:

RECITALS

A. PROJECT APPLICANTS have applied to County for approval of various development permits for the LaTourette Subdivision Project. The property is approximately a forty-eight (48) acre site to be divided into nineteen (19) residential lots ranging in size from approximately one (1) to seven (7) acres located westerly of King Road, about one-third (1/3) mile north of the Pesante Road/King Road intersection, in the Prunedale Area of North County, 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 Parties have agreed that it is necessary and desirable that County engage Denise Duffy & Associates, Inc., hereinafter, "CONTRACTOR", to provide biological services and environmental documentation associated with processing the application for the PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, "PSA", between County and CONTRACTOR, attached to this AGREEMENT as Exhibit "1", and incorporated herein by reference. County shall manage the PROJECT work performed by CONTRACTOR.

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

D. A fundamental premise of this AGREEMENT is that nothing herein is to be construed as a representation, promise, or commitment on the part of County to give special treatment to, or exercise its discretion favorably for the PROJECT, in exchange for PROJECT APPLICANTS' 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 APPLICANTS' funding of the CONTRACTOR's services on the PROJECT.

F. The County department costs associated with processing the application for the PROJECT were fully funded through allocated budgets in the initial Funding Agreement with Jeffrey and Monica LaTourette for the Environmental Impact Report (EIR) for the Jeffrey and Monica LaTourette Subdivision, entered into between the Parties on June 8, 2004, pursuant to Agreement No. A-09817 on file with the Clerk of the Board of Supervisors, County of Monterey, hereinafter, "Funding Agreement No. 1" and Funding Agreement No. 2 with Jeffrey and Monica LaTourette for the EIR for the Jeffrey and Monica LaTourette Subdivision, entered into between the Parties on August 22, 2006, pursuant to Agreement No. A-10578 on file with the Clerk of the Board of Supervisors, County of Monterey, hereinafter, "Funding Agreement No. 2"; attached to this AGREEMENT as "Exhibit 2", and incorporated herein by reference.

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

H. The Parties acknowledge that a balance of \$28,878.42 has been deposited by PROJECT APPLICANTS and remains on deposit with County pursuant to Funding Agreement No. 2 for the Jeffrey and Monica LaTourette Subdivision EIR.

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

1. Deposits to Fund PSA. PROJECT APPLICANTS shall deposit an amount equal to the CONTRACTOR's Base Budget. This amount totals \$140,265.00 and includes:

CONTRACTOR'S Base Budget:	\$140,265.00
Total Deposit:	\$140,265.00
Credit for Funds on Deposit with County:	<u>\$<28,878.42></u>
Total Deposit Amount Due:	\$111,386.58

PROJECT APPLICANTS shall deposit \$111,386.58 with the County upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for June 27, 2017.

The Parties understand and agree that PROJECT APPLICANTS have a remaining balance of \$28,878.42 on deposit with the County per the expired Funding Agreement No. 2. The Parties further understand and agree that the PROJECT APPLICANTS are entitled to and shall receive credit for the remaining balance of \$28,878.42 on deposit with the County and this amount will be credited to this AGREEMENT.

PROJECT APPLICANTS will have a total amount of \$140,265.00 on deposit with the County upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for June 27, 2017.

PROJECT APPLICANTS' deposit of \$140,265.00 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 \$21,039.75, 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 LaTourette Subdivision EIR Project*, of the PSA.

3. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANTS under this AGREEMENT is \$161,304.75.

CONTRACTOR's Base Budget (*):	\$140,265.00
Project Contingency:	\$ 21,039.75

<u>Maximum Charge Under AGREEMENT:</u>	<u>\$161,304.75</u>
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*Partially funded by PROJECT APPLICANTS' funds on deposit with County per Funding Agreement No. 2: (\$28,878.42)

4. Within thirty (30) days after the end of each quarter, County shall provide quarterly progress reports to the PROJECT APPLICANTS 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 APPLICANTS.

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

6. Payments to CONTRACTOR.

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANTS in the amount of \$140,265.00.

Should this AGREEMENT be terminated prior to June 27, 2019, any unearned balance of the Base Budget deposited by PROJECT APPLICANTS to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANTS within sixty (60) days of receipt of notice of termination by County.

b. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed \$21,039.75, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both County and PROJECT APPLICANTS, 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 APPLICANTS 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 APPLICANTS take 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.

- c. The Parties agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by County.

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

8. Term. AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 27, 2019, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on June 27, 2019, but may be terminated earlier by PROJECT APPLICANTS or County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANTS shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination.

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

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

12. Assignment. Neither of the Parties 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 of the Parties.

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

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

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

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

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

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

20. Indemnification. PROJECT APPLICANTS agree to defend, indemnify and hold County harmless in any action brought by any third Party in which the authority of the County to enter into 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 this AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Jacqueline R. Onciano
Chief of Planning Services
County of Monterey
Resource Management Agency
1441 Schillings Place-South, 2nd Floor
Salinas, California 93901-4527

TO PROJECT
APPLICANTS: Jeffrey and Monica LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

WITH A COPY TO:

TO PROJECT
APPLICANTS'
REPRESENTATIVE: Dale Ellis
Anthony Lombardo & Associates, Inc.
144 West Gabilan Street
Salinas, California 93901

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

IN WITNESS WHEREOF, the Parties hereto have executed this AGREEMENT which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Jacqueline R. Onciano
Chief of Planning Services

Date: _____

PROJECT APPLICANTS*

By: _____
Jeffrey La Tourette
Owner

Date: 6/7/17

By: _____
Monica La Tourette
Owner

Date: 6/7/17

Approved as to Form and Legality
Office of the County Counsel

By: _____
Brian P. Briggs
Deputy County Counsel

Date: 6-14-17

*INSTRUCTIONS: IF APPLICANTS are a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth in the Agreement together with the signatures of two specified officers. IF APPLICANTS are 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 APPLICANTS are 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
DENISE DUFFY & ASSOCIATES, INC.
AND THE COUNTY OF MONTEREY
TO PROVIDE
AN ENVIRONMENTAL IMPACT REPORT
FOR
THE LATOURETTE SUBDIVISION PROJECT**

**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:

Denise Duffy & Associates, 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 LaTourette Subdivision Project

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 161,304.75.

3. **TERM OF AGREEMENT.** The term of this Agreement is from June 27, 2017 to June 27, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and 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	Denise Duffy, Principal-in-Charge
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place-South, 2nd Floor Salinas, CA 93901-4527	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 373-4341
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: _____

Denise Duffy & Associates, Inc.
Contractor's Business Name*

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

Date: _____
Name and Title

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

Date: _____
Name and Title

County Board of Supervisors' Agreement Number: _____.

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

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

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

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

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Denise Duffy & Associates, Inc., hereinafter referred to as "CONTRACTOR"

INTRODUCTION AND BACKGROUND

CONTRACTOR will work closely with County staff to prepare a thorough and objective Environmental Impact Report (EIR) for the La Tourette Subdivision Project (Project). The EIR analysis will use existing data and reports as a baseline, and supplement these with project-specific and updated technical studies. The EIR will evaluate alternatives that will avoid or reduce significant environmental impacts in conformance with the California Environmental Quality Act (CEQA), including an alternative design proposed by the Project Applicant and a reduced Project alternative.

PROJECT UNDERSTANDING

The proposed Project is located north of the Pesante Road/King Road intersection, approximately two (2) miles east of Highway 101 in North Monterey County. The Project proposes a standard subdivision Vesting Tentative Map for the division of an approximately 47.8-acre parcel (APN 125-101-016) into nineteen (19) lots.

CONTRACTOR proposes to retain Questa Engineering Corporation (Questa) to address the primary issues of water, hydrology/water quality and wastewater disposal. Questa will conduct an updated analysis of potential water-related issues associated with the proposed Project, including on-site wastewater disposal. This will entail conducting a review of updated technical information submitted by the Project Applicant regarding the feasibility of on-site wastewater disposal and reviewing the County of Monterey Health Department, Environmental Health Bureau files.

A detailed description of the methodology to be used to prepare this EIR is included in the scope presented below.

A. SCOPE OF SERVICES

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

Task 1: Project Initiation, New Technical Reports and Technical Report Revisions

This task shall include a comprehensive review of the Project and background materials collected since the original Agreement (Agreement No. A-09816, executed on June 9, 2004); consultation with the County and other responsible or interested agencies to ensure complete understanding of the Project; collection and review of revisions proposed by the Project Applicant; and changes in existing environmental baseline conditions, and other environmental conditions. In order to prepare the updated technical studies, the Project Applicant shall submit electronic and full sets of the current tentative map for the Project prepared by the Project Applicant's surveyor/civil engineer and any updated technical studies prepared on the Project Applicant's behalf. In addition, this scope assumes that the Project Applicant will submit its proposed alternative map that delineates changes between the original submittal and its revised alternative layout. CONTRACTOR shall coordinate with County staff to review updated Project

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

documentation, identify critical milestones, finalize the schedule, and confirm communication protocol. As part of this task, CONTRACTOR shall prepare and submit an updated Project Description to the County for review and approval. This task also includes field visits and site reviews by specific technical team members. This scope does not include completion of the Notice of Preparation (NOP), which the County previously circulated.

Meetings. This task also includes three (3) meetings with the County, including two (2) meetings/conference calls to discuss Project schedule, roles and responsibilities, and confirm expectations, and one (1) field visit with CONTRACTOR and County staff.

Task 2: Prepare Administrative Draft EIR (ADEIR)

Upon completion of required items in Task 1, CONTRACTOR shall update and prepare a new ADEIR for the Project. CONTRACTOR shall submit three (3) copies of the 2nd ADEIR, and one (1) electronic copy in Microsoft Word format to the County for review and comment.

Meetings. This task includes two (2) meetings/conferences. These include: a progress meeting during ADEIR preparation and a meeting/conference call to address County comments on the ADEIR.

Topical Section Scope of Work and Contents. The EIR shall contain all the components described below.

Summary

The Summary Section in the EIR shall be updated and expanded to briefly describe the Project and update all potential impacts and recommended mitigation measures. The Summary shall also identify areas of controversy and Project alternatives evaluated in the EIR. Potential impacts shall be identified as follows: *Significant Unavoidable Impacts*, *Significant Impacts That Can Be Mitigated to a Less-Than-Significant Level*, and *Less-than-Significant Impacts*. The Summary shall also outline comments received in response to the NOP and describe how these comments were addressed in the EIR.

Project Description

The EIR shall include an updated Project Description based on updated information submitted by the Project Applicant. The updated Project Description shall include a detailed description of the proposed Project based on information provided by the County and the Project Applicant. The updated Project Description shall include the regional, vicinity and site location, Project objectives, existing site characteristics, and relevant site and vicinity history. This section shall include site plans, photographs, and other graphics. The Project Description shall also be updated to include a discussion of the following elements of the Project (including related graphics): 1) grading and engineering characteristics; 2) infrastructure improvements; and 3) design features. The Project Description will also identify permits and approvals required for the Project, as well as identify the intended uses of the EIR.

Environmental Setting, Impacts, and Mitigation Measures

As part of this scope, CONTRACTOR shall update the EIR to include a discussion of current conditions at appropriate geographical levels in accordance with the issues being addressed. The EIR shall identify environmental impacts of the Project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. Significance

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

criteria under each topical category will be updated as necessary to reflect current County thresholds of significance. The Project Impact Section shall present potentially significant impacts, and identify mitigation that avoids or reduces impacts to a less-than-significant level where possible. The EIR shall analyze and address the following issue areas:

2.1 Hydrogeology and Groundwater Quality

The hydrogeology and groundwater quality technical analysis shall be updated by Questa and CONTRACTOR and shall incorporate the following approach:

The background data review for the Hydrogeology Section shall include a review of groundwater studies prepared by or for the County (i.e., new or updated studies available from the Monterey County Water Resources Agency, and the County Environmental Health Bureau) since the preparation of the 1st ADEIR, including any updates of those studies, if available. This shall include Central Coast Regional Water Quality Control Board's (CCRWQCB) *Basin Plan*, Department of Water Resources Water Data Library for information on groundwater quality and well water levels in the Project area; and United States Department of Agriculture's (USDA) Soil Survey of Monterey County, and geologic and topographic maps of the Project environs.

A site review shall be conducted to confirm existing conditions on the Project site with respect to proposed subdivision plans and existing uses. Special focus shall be given during the site visit to the observation of such factors as drainage patterns and features, topography, existing well locations, vegetation, soil and geologic exposures.

The Hydrogeologic Report for the Project shall be updated and prepared to satisfy applicable County requirements. Pertinent aspects of the hydrogeology and ground water quality shall be re-reviewed and described, including a description of the aquifer and groundwater conditions. The following shall be performed to complete the hydrogeology environmental and regulatory setting of the report:

- A review and description of purpose, scope, and location of the proposed Project as it relates to hydrogeology and groundwater quality;
- Historic rainfall and evapotranspiration data for the area will be quantified based upon climate data available for Project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; and *¹
- Applicable Federal, State, and Local regulations, including the Monterey County Water Conservation Ordinance, will be reviewed and described.

The following shall be updated to complete the impact analysis and discussion of hydrogeology and groundwater quality:

- The potential regional source of water (Highlands South Aquifer) for the Project shall be described and how it may be supplied to the site (i.e., the Woodland Heights Mutual Water Company (WHMWC). The latter shall include the specific potable water requirements for the Project and how the use may affect the existing water systems in the area; and

¹ Items that will be completed as part of the Hydrogeologic Report, and then presented in pertinent sections of the EIR, have been marked with an asterisk (*) throughout this work scope.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Information regarding Pajaro Sunny Mesa Community Services District and the WHMWC including the updated number of WHMWC connections, annual/daily production, and required amendments to add new connections.

The discussion of groundwater resources for the Project shall be quantified and discussed to include hydrogeologic environment and shall include aquifer identification and characterization, groundwater basin delineation, well yields and a characterization of soils. *

- Groundwater levels and flow shall include a discussion of groundwater levels, a groundwater contour map, and a discussion of any seasonal and/or long-term fluctuations. This section shall also include a discussion of the proposed recharge areas and the amount of recharge shall be quantified using monthly time-step water balance methodology. It shall also consider potential impacts of pumping on neighboring wells based on information supplied by the Project Applicant. (Note: If it is determined that new wells and/or significantly higher pumping rates are required to serve the Project, additional work may be required). *
- Groundwater in storage shall be quantified by discussing the amount of groundwater in storage and the amount that can be recovered. *
- Groundwater quality shall be discussed and any impacts on the groundwater by the proposed Project shall be discussed and mitigation measures listed. *
- An assessment of existing and proposed water usage shall be provided and updated accordingly. Based upon the Project Description, water usage shall be estimated and divided among landscaping, fire flow requirements, and domestic use. Questa shall estimate existing and proposed usage based upon County standards or flow records for other projects in the area. The source of the information and the method of calculations shall be documented. *
- A monthly water balance for the proposed Project shall be calculated and updated to the extent necessary. Groundwater recharge shall include ground water inflow plus the average annual precipitation, minus evapotranspiration, runoff or stream flow, and any supplemental recharge provided by the Project (e.g., stormwater infiltration) and soil moisture demands. The net groundwater recharge, minus any existing demand, and the proposed Project water demand, equals the change in groundwater storage. *
- Any known water supply problems in the area that affect the proposed Project shall be described. Cumulative effects of future projects of similar size supplied by the same aquifer shall also be described and updated, as appropriate. This assumes a list of cumulative projects shall be identified and provided by the County.
- Project consistency with applicable County requirements related to water supply and conservation shall also be discussed.
- Based upon the description to be provided by the Project Applicant, the method, type, and extent of wastewater disposal shall be re-reviewed and updated, as necessary (see also Wastewater Treatment and Disposal below).
- The quality and quantity of wastewater discharged by the proposed Project shall be described and, where appropriate, updated. Quantity figures shall include both daily average and peak wastewater flows. Quality figures shall include estimated nitrate concentrations, and all other constituents as determined by the County Environmental Health Bureau and the CCRWQCB. *

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- The description of all existing and future sources of nitrate loading within the study area shall be updated. The potential for surface water contaminants to enter aquifers in the vicinity of the proposed development area shall also be updated. *
- The nitrate loading analysis for the proposed Project shall be updated. Based upon readily available information, the long-term nitrogen/nitrate balance of the impacted aquifer shall be calculated using a chemical-water balance approach. The source of any nitrate contamination shall be included along with the effect of the proposed Project on the nitrate balance and the overall potability of the groundwater supply. The County Environmental Health Bureau shall be consulted for special concerns or requirements. *
- The average daily and peak nitrate-loading rate per acre for the existing and proposed Project shall be calculated and described. *
- The aquifer impacted by the wastewater and/or sewage discharge shall be identified and discussed in terms of existing and future water balance both with and without the Project.

Based upon the impact evaluation, mitigation measures shall be recommended and described. Recommendations concerning water conservation measures, including water reclamation and retention ponds, shall also be explored. The potential for employing additional methods to enhance the percolation of stormwater as recharge for local groundwater supplies on the Project site shall also be considered as a mitigation measure, if the proposed recharge/percolation pond is not found to be sufficient.

To ensure fire flows can be met, the North County Fire District shall be contacted regarding fire flow requirements for the Project. The County Health Department shall be consulted to set and identify water quality standards for the Project as part of the significance criteria development.

2.2 Surface Water Hydrology and Water Quality

The background data review for the Surface Water Hydrology and Water Quality Section of the EIR shall be updated and shall consist of reviewing the following information:

- Existing surface water studies in the Project vicinity, including the Salinas Valley Water Project Report, reports and/or data available for the WHMWC (e.g., Drinking Water Source Assessment), and surface water studies prepared by or for the County; *
- The CCRWQCB Basin Plan shall be reviewed for beneficial uses and water quality objectives of Project site or receiving water bodies;
- Drainage and Project site information available from the Project Applicant; and
- The USDA Soil Survey of Monterey County and geologic and topographic maps of the Project environs.

The following shall be updated to complete the surface hydrology and water quality setting of the EIR:

- A review and description of purpose, scope, and location of the proposed Project as it relates to surface water hydrology and water quality and an updated rainfall and evapotranspiration data for the area shall be quantified and described based upon climate data available for Project vicinity. An updated isohyetal map and a discussion of any long-term fluctuations in rainfall shall be included. The isohyetal map shall be updated to reflect recent drought conditions;

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Pertinent water quality background information from the review of existing surface water studies, and water quality data in the Project area shall be summarized;
- Floodplains in the Project site and any aquifer recharge areas in the site and/or the Project's vicinity shall be identified. Floodplains shall be identified based on current Federal Emergency Management Agency (FEMA) floodplain mapping available for the Project area; and
- Beneficial uses and water quality objectives identified in the Basin Plan for Project site or receiving water bodies in the Project vicinity shall be summarized.

The following shall be updated to complete the impact analysis and discussion of surface water hydrology and water quality:

- A map showing all watershed and drainage features shall be provided and, where appropriate, updated. Any wetlands shall be identified and the impacts of the proposed Project on them shall be discussed;
- Existing stream flow conditions for the Project site. A discussion of the stormwater drainage caused by the proposed Project's impervious surfaces and how it will be controlled shall be included, including potential for recharge capacity. An analysis of the potential for the beneficial use of captured stormwater shall be included. It is assumed that the Project Applicant shall provide an appropriately scaled base map and Project plans of any updated application material in electronic format for use by Questa; and *
- Potential changes in surface runoff water quality resulting from development of the Project shall be investigated and updated, as necessary. This will consider existing surface water quality conditions (to the extent that they are known), and likely changes in the type and amount of runoff pollutants associated with the development of the Project.

Mitigations shall be identified for hydrologic-surface runoff impacts determined to be significant under the proposed or alternative Projects.

2.3 Drainage

The background data in the Drainage Section of the report shall be re-reviewed and updated, as necessary. This shall include a review and update of drainage and Project site information; and County documents, files, and/or maps relevant to on-site and off-site drainage infrastructure.

The existing (including any existing wetland areas) and proposed drainage system for the Project site and downstream receiving waters shall be described. The following shall be updated to complete the impact analysis and discussion of drainage:

- Proposed and required drainage facilities shall be reviewed and evaluated for adequacy to meet County requirements. As necessary, the Project shall be reviewed to determine if existing County infrastructure will be adequate to handle stormwater runoff, or if improvements will be necessary to accommodate the additional runoff. (Note: compliance with County requirements for onsite attenuation of peak flow is intended to eliminate impacts on offsite infrastructure); and
- Potential on-site and off-site erosion and drainage impacts from the proposed development shall be identified and described. Potential impacts to the Project from off-site drainage conditions will also be identified and described.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Based upon the results of the impact analysis, mitigation measures for impacts to on-site and off-site drainage shall be identified.

2.4 Wastewater Treatment and Disposal

The Wastewater Treatment and Disposal analysis shall be updated to evaluate proposed on-site septic system suitability. This would also entail a review of updated technical documentation submitted by the Project Applicant concerning the suitability of site soils for on-site wastewater disposal. The following analysis and documentation shall be completed/updated:

- All relevant background information on the Project site will be compiled and reviewed. This shall include the history of correspondence, reports, and additional information available from the County Environmental Health Bureau; and
- Relevant background information on the existing conditions shall be updated in the environmental setting, where appropriate. Additionally, soil and percolation testing results shall be summarized including the full sets of results from additional Project Applicant testing.

The following information will be presented in this section:

- Description of the existing septic systems on the Project site in terms of maximum capacity, permitted capacity, existing demands, and future demands (i.e., with and without Project);
- Summary of current County Environmental Health Bureau sewage disposal regulations, and a summary of the CCRWQCB's Basin Plan policies, requirements, and prohibitions regarding on-site sewage disposal systems; and
- The evaluation of the suitability for the proposed subdivision of the use of individual on-site septic systems shall also be updated. Based upon the findings of the impact analysis, mitigation measures shall be developed and described. Mitigation measures shall address County requirements and design features, covering such issues as bonding, loading rates, and alternative locations and design.

2.5 Water Supply

The background data review for the water supply section shall be updated to include a discussion of existing reports and/or data available for the WHMWC (e.g., *Drinking Water Source Assessment*). *

The following shall be updated to complete the Water Supply Environmental and Regulatory Section of the report:

- The application proposes the expansion of the Woodland Heights Mutual Water System to provide potable water for the Project. The description of the water system shall be updated to describe the number of connections, existing and required long-term supply, and necessary infrastructure extension to deliver water to the Project site; and
- The proposed locations and sizes of existing and proposed well, tank, and access easements shall be updated and illustrated as necessary.

Legal requirements necessary to provide water service for the Project shall be updated, as appropriate. The following will be updated to complete the impact analysis and discussion of water supply:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Expected short-term and long-term demands imposed by the Project shall be quantified and described to show how the Project will impact the water system. These demands shall be expressed in terms of numerical volume, fire flows, and as a percentage both compared to existing and future capacity of adjacent and area-wide delivery systems; and
- Water delivery system facility/infrastructure improvements to provide adequate supplies for the short-term and long-term needs shall be identified and described. Temporary water capacity (i.e., storage facility) and demand for long-term capacity (stream flows, reservoirs, and groundwater capacity) shall be presented and cumulative and indirect impacts related to capacity and the delivered water supply addressed. As appropriate, alternative water supply options and water treatment requirements shall be included.

Based upon the findings of the impact analysis, mitigation measures shall be updated.

2.6 Biological Assessment

CONTRACTOR shall conduct spring and summer surveys and prepare a Biological Assessment (BA) report. The report shall identify and describe survey methodology and results, and existing biological resources on-site and within the vicinity of the Project site. In addition, the BA report shall also evaluate the potential biological related effects associated with the proposed Project. This BA report shall serve as the basis for the Biological Resources Section of the EIR and shall be incorporated as an appendix to the EIR.

2.7 Land Use and Consistency with Plans & Policies

The Project site is located in a rural area composed mainly of rolling hills supporting some grazing and rural residential development. The Project site is surrounded by undeveloped lands to the west, north, and east, and the Woodland Heights subdivision to the south. This section of the EIR shall present the historical, present, and proposed uses on the Project site and in the surrounding area and address the Project's consistency with applicable land use plans, policies, and programs including those in the County's General Plan, North County Area Plan, County codes, and relevant agency guidelines (e.g., Monterey Bay Unified Air Pollution Control District (MBUAPCD) Air Quality Management Plan (AQMP) and CEQA Guidelines, Association of Monterey Bay Area Governments (AMBAG) regional studies, CCRWQCB Basin Plan). Recommend mitigation measures for identified impacts, in order to make the Project consistent with planning policies, shall be provided if necessary.

2.8 Population and Housing

The ADEIR shall be updated to describe the existing population and housing characteristics of the County as a whole and North County in particular, and evaluate the effects of providing additional housing. This analysis will describe the County's current affordable housing program and the Project's consistency with this program. CONTRACTOR shall recommend mitigation measures for identified impacts, in order to make the Project consistent with housing goals, if necessary.

2.9 Geology/Soils/Geotechnical Issues

The Project shall occur within the Watsonville Lowlands region, between the Prunedale area and the City of Salinas. The Watsonville Lowlands region is dominated by a relatively down-dropped basin filled with sediments of mid to late Quaternary age. The analysis contained in this section shall be based on prior technical analysis conducted by Haro, Kasunich & Associates, Inc. (HKA). This scope does not include any technical updates to the

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

existing geological analysis. This section shall include a discussion of the general geologic setting, including the following:

- Qualitative evaluation of existing geologic hazards, including ground stability, seismic shaking potential, soil liquefaction and lateral spreading hazard, and ground surface rupture hazard due to faulting, with an assessment of Project impacts on land stability and proposed mitigation recommendations, as warranted;
- Erosion hazard, including potential Project impacts and recommendations for mitigating Project impacts, as needed, both during construction and following Project completion; and
- Site drainage conditions and potential Project impacts as they pertain to geologic processes, with mitigation recommendations.

2.10 Traffic and Circulation

CONTRACTOR shall write a new Transportation Section of the EIR based on a Traffic Study that will be prepared by the Project Applicant's traffic consultant. The Traffic Study shall be provided to CONTRACTOR by the County or the Project Applicant at Project Initiation (Task 1). This scope assumes this Traffic Study will be prepared in accordance with the County's requirements and standards, and will be reviewed by the County Public Works & Facilities and County Resource Management Agency for use for the EIR. CONTRACTOR shall coordinate with County Resource Management Agency and County Public Works & Facilities, conduct meetings, and incorporate the information to prepare the new traffic section documenting that the new Traffic Analysis addresses the County's concerns related to Project-generated traffic. The Traffic Analysis and any pertinent correspondence from Public Works shall be used to prepare the new Traffic section of the EIR, including determination of the traffic impacts of the proposed Project on the highways, roadways, and intersections in the vicinity of the Project site. CONTRACTOR shall confer with Public Works & Facilities to determine recommended mitigation measures for identified impacts, in order to reduce the Project's traffic impacts, if necessary.

2.11 Air Quality/Climate Change

The air quality impacts shall be addressed through an analysis to be conducted by Ambient Air Quality and Noise Consulting (Ambient) and CONTRACTOR.

The Project site is located within the North Central Coast Air Basin (NCCAB) and within the jurisdiction of the Monterey Bay Air Resources District. Primary air quality issues associated with this Project would be impacts to regional air quality from indirect sources (i.e., Project traffic generation) and temporary emissions of dust and exhaust from construction. This section of the EIR would:

- Describe construction air quality impacts due to regional pollutant, dust, and toxic air contaminant emissions that would occur due to construction equipment/truck use as well as clearing and grading activities;
- Assess the potential for nuisance and odor impacts;
- Describe the Project's consistency with regional air quality management plans (AQMP for Monterey Bay Region) and State global climate change policies and recommendations; and
- Identify mitigation measures to reduce significant air quality impacts.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

2.12 Noise

The Project site is located in a relatively remote area, where the only source of noise is from traffic generated on nearby streets. Both the short-term and long-term noise impacts of the Project shall be evaluated in the EIR, based on an updated noise analysis to be prepared by Ambient. This section shall describe the existing noise conditions on the Project site and surrounding area based on field noise measurements to establish the baseline noise environment. Applicable noise standards and policies in the County's General Plan and the County Noise Ordinance shall be presented. This section shall assess noise impacts based on the measured noise data and traffic projections. Potential noise impacts resulting from Project-generated traffic noise or construction noise at existing residences adjacent to the Project site shall be assessed. Projected noise levels shall be compared against County guidelines and standards and appropriate CEQA significance criteria. This section shall also assess noise impacts during construction activities that could adversely affect nearby sensitive land uses and/or violate applicable standards or ordinances. Mitigation measures for significant noise impact shall be presented.

2.13 Visual/Aesthetics

The EIR shall describe the existing visual setting of the Project area in terms of physical attributes, aesthetics, vista, glare, and nighttime lighting levels. Photographs of the existing site shall accompany the text. The EIR shall analyze the potential visual impacts from Project grading, tree removal, and the introduction of new residential uses. The EIR shall recommend mitigation measures to reduce visual/aesthetic impacts to a less-than-significant level.

2.14 Utilities & Public Services

The EIR shall update the description of public services and utilities serving the Project site. The EIR shall quantify the increase in demand and availability of public services, including police protection, fire protection, emergency medical services, roadway maintenance, solid waste disposal, schools, and park and recreation facilities. This section shall also address utilities and energy. Mitigation shall be identified for any significant impacts on public services and utilities. As described above, a detailed evaluation of water supply and wastewater disposal shall be provided.

2.15 Forest Management Plan (FMP) (within the Biological Resources Section)

Stephen Staub, through CONTRACTOR, prepared the earlier analysis for forestry and tree resources in the EIR. A FMP, including a Forester's Assessment and Recommendation was originally prepared. Frank Ono Consulting will be retained to update the existing FMP. As part of this task, CONTRACTOR's Natural Resource Division shall be responsible for confirming the location of trees that may be affected by the Project. This information shall be determined based on information provided by the Project Applicant. CONTRACTOR shall field verify the location of all trees proposed for removal. This information shall be incorporated into the FMP prepared by Frank Ono Consulting. CONTRACTOR assumes that the Project Applicant shall supply digital copies of the Project site plan in either CAD (.dwg) or ArcGIS (.shp) shapefile format. Data that has been referenced in either North American Datum 1983, California Zone 4 or Universal Transverse Mercator, Zone 10 N is preferable, but not a requirement. Project site plans shall include location of all proposed development lots, access routes, and trees scheduled for removal. The FMP will include the following:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Characterize forest inventory using sample plots across the range of forest conditions on the Project site. An updated summary table shall be prepared with estimates of numbers of trees by species and diameter class. Observations of tree conditions and health shall also be included.
- Review relevant site documentation and design including Project maps, grading plans, vegetation mapping, soils reports, biological reports, and relevant County requirements.
- Update the FMP based on updated findings to address tree removal impacts for the proposed road alignment and tree removal for alternative access from North King Road, tree removal for subdivision infrastructure improvements, tree removal within identified building envelopes on a per lot basis, and tree removal within identified septic envelopes on a per lot basis. This analysis shall be partly based on an updated tree survey map of the site prepared by the Project Applicant's surveyor/civil engineer. Any updates to this map shall be conducted by CONTRACTOR staff to accurately characterize impacts of Project improvements.

Cumulative Impacts

In accordance with CEQA requirements, the EIR shall update the cumulative projects list and revise the Cumulative Section of the ADEIR. The section shall analyze potentially significant cumulative impacts anticipated from development of the Project combined with projects that are proposed, planned, and/or underway within the County and vicinity. The analysis shall be based on the list of proposed or anticipated projects in the area, to be provided by the County.

Alternatives

In accordance with CEQA, the EIR shall address a reasonable range of alternatives to the Project that could feasibly meet the Project objectives and potentially avoid or lessen any significant environmental impacts associated with the Project. CONTRACTOR shall update the alternatives analysis to include a Project Applicant proposed alternative consisting of an alternative site configuration.

All alternatives shall be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified potentially significant and significant unavoidable adverse Project impacts. The alternatives analysis shall include an evaluation of the following alternatives: no project alternative, Project Applicant proposed alternative, and a reduced Project alternative. This section will identify the Project deemed to be the *environmentally superior alternative* per the requirements of CEQA Guidelines Section 15126.6(e)(2). This evaluation shall be based on a comparative analysis of the feasible alternatives.

Other CEQA and County-required Sections

The EIR shall also be updated to include other CEQA and County-required issues and sections, including Growth-Inducing Impacts; Significant Unavoidable Impacts; Significant Irreversible Effects; and Beneficial Effects. EIR References, Persons Consulted and EIR Preparers will also be included in this section.

Task 3: Prepare Draft EIR (DEIR)

After the County's review of the updated ADEIR (an assumption for the schedule is approximately review period of thirty (30) days), CONTRACTOR shall revise the EIR based on the County's comments. CONTRACTOR shall submit one (1) Screen-Check DEIR document to the County for a final review. Upon County approval, CONTRACTOR shall submit thirty (30)

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

hardcopies, along with twenty (20) CDs of the DEIR (including appendices), along with one (1) electronic copy in Microsoft Word format, to the County for public distribution. *This scope assumes one (1) round of revisions of the ADEIR by CONTRACTOR and one (1) minor screen-check revision.*

Meetings. This task includes two (2) meetings to review comments on the Administrative and/or Screen-Check DEIR.

Task 4: Prepare Final EIR (FEIR)

Following the minimum forty-five (45) day Public and Agency review period, CONTRACTOR shall meet with the County to review the comments received on the DEIR and discuss approach for preparing responses. CONTRACTOR shall prepare an Administrative Draft FEIR, containing a listing and the letters of all individuals and agencies commenting on the DEIR, and written responses to the comments received. Minor revisions to the EIR text (as necessary) shall also be included. The FEIR shall include a Mitigation Monitoring and/or Reporting Program (MMRP) prepared in the County accepted format and consistent with CEQA Guidelines.

CONTRACTOR will submit five (5) copies of this Administrative Draft FEIR to the County for review (for a minimum internal review period of thirty (30) days). The document shall then be revised per the County's comments and ten (10) hardcopies, along with twenty (20) CDs will be submitted to the County. This scope assumes that the County shall be responsible for distribution of the FEIR.

Meetings. This task includes two (2) meetings with County staff, Agency and Public review comments on the DEIR and/or FEIR.

[This scope assumes a specific amount of CONTRACTOR planning staff time for responding to comments that is considered moderate for this area, as shown in the attached budget. CONTRACTOR reserves the right to review the Public comments and shall request additional compensation if issues arise beyond the scope which would require additional technical response or should the anticipated number of comments or work required to complete the responses exceed the hourly estimate shown in the attached budget.]

Task 5: Certification of the EIR (Meeting Attendance)

Meetings (only). This task includes two (2) hearings. These include: one (1) Planning Commission Hearing, and one (1) follow up Planning Commission Hearing or one (1) Board of Supervisors meeting. This scope does not include the attendance of any of the subconsultant team members at any meetings, with the exception of site visits. Questa will attend up to three (3) meetings throughout the Project. Any request for attendance by CONTRACTOR staff or subconsultants at additional meetings shall be out-of-scope and shall require use of the Project contingency budget on a time and materials basis. This task does not include assistance with staff reports, resolutions, findings or other noticing or presentation material for any hearings. These items shall be provided upon request by the County and shall be considered as an additional task/service.

Services outlined in this Exhibit A – Scope of Services/Payment Provisions of the Agreement shall be provided as noted. Additional services cannot be provided until the additional work is presented to the County and with County and Project Applicant approval, amended into this

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the additional services.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

SCHEDULE

The following is a schedule for the EIR for the Project. It is assumed that the Project Applicant shall submit revised Project plans/maps in a timely manner, which is required in order to complete the technical reports. It is further assumed that all technical reports shall be completed within four (4) weeks following Project initiation. Please note that the EIR schedule does not account for unanticipated delays outside CONTRACTOR's control. These delays include failure to receive all Project-related information in a timely manner, delays in administrative reviews by the County, continuances of Public hearings, or similar events.

Deliverable	Estimated Timeframe
A. Technical Reports	4 weeks
B. Delivery of ADEIR*	6 weeks
C. Delivery of DEIR**	2 weeks
D. Delivery of FEIR***	4 weeks
E. Hearing Attendance****	To Be Determined
<p>* ADEIR shall be completed within four (4) weeks from the time all technical reports are completed and finalized.</p> <p>** Assumes that all County comments shall be consolidated into one (1) set of comments to be incorporated in the Public review DEIR.</p> <p>*** Assumes a reasonable amount of comments; if additional technical analysis is warranted based on Public comments. Additional time may be warranted to finalize the FEIR for County review.</p> <p>**** Assumes that Public hearings will be held two (2) weeks following completion of the FEIR.</p>	

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

Invoices for work products/deliverables under the Agreement shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a work product/deliverable shall be billed on a time and materials basis at a not to exceed amount by task. All invoices shall include the following:

1. Invoice Coversheet

*Denise Duffy & Associates, Inc.
LaTourette Subdivision Project*

Date: _____

Invoice No. _____

Agreement Term: June 27, 2017 to June 27, 2019

Agreement Amount: \$161,304.75 (\$140,265.00 base budget plus \$21,039.75 project contingency)

This Invoice:

1.	\$8,183.00	<u>Project Initiation, Technical Reports/Revisions</u>	
2.	\$20,500.50	<u>Prepare Administrative DEIR</u>	
2.1	\$4,267.00	<i>Hydrogeology and Groundwater Quality (Questa)</i>	_____
2.2	\$3,827.00	<i>Surface Water Hydrology and Water Quality (Questa)</i>	_____
2.3	\$3,827.00	<i>Drainage (Questa)</i>	_____
2.4	\$3,827.00	<i>Wastewater Treatment and Disposal (Questa)</i>	_____
2.5	\$3,827.00	<i>Water Supply (Questa)</i>	_____
2.6	\$16,304.00	<i>Biological Assessment (CONTRACTOR)</i>	_____
2.7	\$2,132.00	<i>Land Use and Consistency with Plans & Policies (CONTRACTOR)</i>	_____
2.8	\$1,692.00	<i>Population and Housing (CONTRACTOR)</i>	_____
2.9	\$416.00	<i>Geology/Soils/Geotechnical Issues (HKA/CONTRACTOR)</i>	_____
2.10	\$ 5,268.00	<i>Traffic and Circulation (CONTRACTOR)</i>	_____
2.11	\$5,839.00	<i>Air Quality/Climate Change (Ambient/CONTRACTOR)</i>	_____
2.12	\$416.00	<i>Noise (CONTRACTOR)</i>	_____
2.13	\$2,068.00	<i>Visual/Aesthetics (CONTRACTOR)</i>	_____
2.14	\$2,068.00	<i>Utilities & Public Services (CONTRACTOR)</i>	_____
2.15	\$8,713.00	<i>FMP (Frank Ono/CONTRACTOR)</i>	_____

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

information will be used to complete the file and to ensure proper payment for work products/deliverables/services.

3. **Transfer from Project Contingency Account**

Transfer of funding from the Project Contingency Account (total contingency of \$21,039.75) requires the prior written approval of the RMA Director 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.

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 RMA Director, or in the Director's absence, designee. Within ten (10) working days thereafter, the RMA Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director 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 RMA Director or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

4. **Other Provisions**

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

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

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

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

EXHIBIT 2

**FUNDING AGREEMENT NO. A-09817
BETWEEN
JEFFREY AND MONICA LATOURETTE,
PASSED AND ADOPTED BY THE
COUNTY BOARD OF SUPERVISORS,
JUNE 8, 2004**

and

**FUNDING AGREEMENT NO. 2 NO. A-10578
BETWEEN
JEFFREY AND MONICA LATOURETTE,
PASSED AND ADOPTED BY THE
COUNTY BOARD OF SUPERVISORS,
AUGUST 15, 2006**

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement Nos. A- 09817 (Funding Agreement)
And A-09815 (Professional Services Agreement)

Approve and Authorize the Chair to Sign)
the Professional Services Agreement With)
Denise Duffy & Associates, Inc. for)
Preparation of the LaTourette Subdivision)
EIR, and)
The Funding Agreement with Jeffrey and)
Monica LaTourette.)

Upon motion of Supervisor Potter, seconded by Supervisor Johnsen, and
carried by those members present, the Board hereby approves and authorizes the Chair to sign the
Professional Services Agreement with Denise Duffy & Associates, Inc. for preparation of the
LaTourette Subdivision EIR, and the Funding Agreement with Jeffrey and Monica LaTourette, the
Project Applicant.

PASSED AND ADOPTED on this 8th day of June, 2004, by the following vote, to-
wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Johnsen, Potter

NOES: None

ABSENT: None

I, Sally R. Reed, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an
original order of said Board of Supervisors duly made and entered in the minutes thereof at page of Minute Book 72, on
6/8/04

Dated: June 8, 2004

Sally R. Reed, Clerk of the Board of Supervisors, County of Monterey, State of California.

By Carrie Wilkinson
Deputy Carrie Wilkinson

cc: Alana Knaster; Barbara Parker

FUNDING AGREEMENT
for
The LaTourette Subdivision Proposal
Environmental Impact Report

THIS FUNDING AGREEMENT, hereinafter "AGREEMENT", is entered into this 8th day of June, 2004, by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "COUNTY", and Jeffrey and Monica LaTourette, husband and wife, hereinafter, "PROJECT APPLICANT", with reference to the following facts and circumstances:

RECITALS

- A. PROJECT APPLICANT has applied to COUNTY for approval of various development permits for the LaTourette Subdivision Proposal, referred to herein as "THE PROJECT". THE PROJECT seeks all necessary COUNTY permits, approvals, and environmental review.
- B. Due to the magnitude and complexity of THE PROJECT, the Director of the Planning and Building Inspection Department of COUNTY, hereinafter, "DIRECTOR", and PROJECT APPLICANT have agreed that it is necessary and desirable that COUNTY engage Denise Duffy & Associates, Inc., hereinafter, "CONTRACTOR", to prepare an environmental impact report (EIR), attend public hearings and meetings on THE PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibit "1," and incorporated herein by reference as if fully set forth. 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 EIR.
- E. COUNTY and PROJECT APPLICANT make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to the

Funding Agreement
LaTourette Subdivision
Environmental Impact Report
June 8, 2004

California Environmental Quality Act of 1970 (Public Resources Code section 21000 et seq., hereafter "CEQA") and the State Guidelines (14 California Code of Regulations section 15000 et seq., hereafter "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. Deposit to Fund Professional Services Agreement and COUNTY Surcharge

PROJECT APPLICANT shall deposit an amount equal to the base amount of the Professional Services Agreement between COUNTY and CONTRACTOR for preparation of the EIR, and the County Surcharge. This totals \$328,814.00 and includes:

\$243,566.00 Base Amount of Professional Services Agreement with CONTRACTOR; and
\$85,248.00 County Surcharge.

PROJECT APPLICANT shall deposit \$328,814.00 with COUNTY Planning and Building Inspection Department prior to June 8, 2004.

PROJECT APPLICANT'S deposit of \$328,814.00 with COUNTY shall be a condition precedent to COUNTY'S obligations under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency

An additional fifteen percent shall be included in the Professional Services Agreement between COUNTY and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$36,535.00, and is subject to the procedures in *Transfer from Project Contingency Account* specified in Section III of Exhibit "A" of the Professional Services Agreement between COUNTY and CONTRACTOR, included in Exhibit "1", and incorporated herein by reference.

3. Maximum Budget Under AGREEMENT

The maximum which may be charged PROJECT APPLICANT under this AGREEMENT is \$365,349.00.

CONTRACTOR'S base budget:	\$243,566.00
County Surcharge:	\$ 85,248.00
Project Contingency:	\$ 36,535.00
Maximum Charge under AGREEMENT:	\$365,349.00.

4. Engagement of CONTRACTOR. COUNTY shall engage CONTRACTOR in accordance with the contract between COUNTY and CONTRACTOR dated June 8, 2004. 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 preparing a legally adequate environmental impact report for THE PROJECT and related work. COUNTY shall provide direction and guidance to CONTRACTOR.

CONTRACTOR's contact(s) with PROJECT APPLICANT shall only be through COUNTY; and 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.

5. Payment(s) to CONTRACTOR and COUNTY.

a. CONTRACTOR

CONTRACTOR'S invoices shall be paid from funds deposited by PROJECT APPLICANT, and shall be paid in accordance with the terms of Section II of Exhibit "A" of the Professional Services Agreement with CONTRACTOR, included in Exhibit "1" of this AGREEMENT. Should AGREEMENT be terminated prior to June 30, 2005, any unearned balance of the \$243,566.00 deposited by PROJECT APPLICANT to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANT within sixty days of receipt of notice of termination by COUNTY.

b. County Surcharge

A maximum County surcharge of thirty-five percent (35%) shall apply to this AGREEMENT (35% of CONTRACTOR'S base budget). This covers the EIR Consultant selection process, COUNTY project management and contract administration.

This surcharge is non-refundable and shall be distributed to the following County departments upon execution of this AGREEMENT:

Planning and Building Inspection:	30%
Public Works:	5%

c. Project Contingency

An additional fifteen percent (15%) 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 III of Exhibit "A" of the Professional Services Agreement between CONTRACTOR and COUNTY, included herein as Exhibit "1". 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 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.

6. Relationship to Other Charges

PROJECT APPLICANT and COUNTY agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by COUNTY.

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 May 3, 2004 and continue through June 30, 2005, unless terminated pursuant to Paragraph 9 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on June 30, 2005, but may be terminated earlier by PROJECT APPLICANT or COUNTY, by giving thirty (30) days' written notice to the other.

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 Monterey County Board of Supervisors.

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 part has reviewed and revised 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 finding 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. Notices. Notice to the parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Jean Getchell, Contract Administrator
Planning and Building Inspection
2620 First Avenue
Marina, CA 93933

PROJECT APPLICANT: Mr. and Mrs. Jeffrey LaTourette
c/o Lombardo & Gilles
P. O. Box 2119
Salinas, CA 93902-2119

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing by certified mail, return receipt requested.

IN WITNESS WHEREOF, PROJECT APPLICANT and COUNTY have executed AGREEMENT to be effective on the date first above written.

THE COUNTY OF MONTEREY

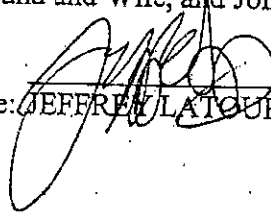
By:


Chair

Board of Supervisors

Mr. and Mrs. Jeffrey LaTourette
Husband and Wife, and Joint Tenants

By:


Name: JEFFREY LATOURETTE, Joint Tenant

By:


Name: MONICA LATOURETTE, Joint Tenant

Approved as to form:
CHARLES J. MCKEE
County Counsel

By:

 6/7/04
Deputy County Counsel

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000¹)**

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 Denise Duffy & Associates, 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 A legally certifiable Environmental Impact Report for the LaTourette Subdivision, and Associated Work, as Described in Exhibit "A".

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 \$280,101.00.

3. TERM OF AGREEMENT. The term of this Agreement is from May 3, 2004 to June 30, 2005, 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.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

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

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the

¹ Approved by County Board of Supervisors on _____

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

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

7. TERMINATION.

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

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

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.01. 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.

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.

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.

Professional liability insurance, if required for the professional services being provided, 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.

9.02. 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 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.

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 shall not unlawfully discriminate against any person because of race, color, religion, sex, national origin, ancestry, physical disability, medical condition, marital status, age (over 40), or sexual preference, 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 sub grantee 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's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Name and Title Jean Getchell Management Analyst III	Name and Title Denise Duffy, Principal
Address 2620 First Avenue Marina, CA 93933	Address 947 Cass Street, Suite 5 Monterey, California 93940
Phone (831) 883-7539	Phone (831) 373-4341
Fax (831) 384-3261	Fax (831) 373-1417

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.

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

COUNTY OF MONTEREY

Louis R. Calagna
Board Designee

Date: 6/9/04

Approved as to Form

By: Mary Brackley
County Counsel

Date: 6-7-04

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 5-28-04

Approved as to Liability Provisions²

By: NA
Risk Management

Date: _____

CONTRACTOR

Denise Duffy - Associates, Inc.
Contractor's Business Name

By: Denise Duffy
(Signature of Chair, President or Vice President)

By: Denise Duffy

Its: President
(Name and Title)

Date: 5/13/04

By: Denise Duffy
(Signature of Secretary, Asst. Secretary, CFO or Assistant)

By: Denise Duffy

Its: Secretary
(Name and Title)

Date: 5/13/04

*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.

² Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9.

Exhibit A
Scope of Services and Payment Provisions
Environmental Impact Report for the La Tourette Subdivision

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I. TASK DESCRIPTION

Introduction

The DD&A team will work closely with the County to provide a thorough and objective EIR. This will be achieved through a combination of agency coordination, responsive project management, and high performance standards. The EIR analysis will utilize existing data as a baseline, supplemented by project-specific technical studies. DD&A will conduct detailed evaluations of the primary issues associated with the project, and prepare an EIR for the subdivision in accordance with CEQA, County requirements, and professional standards. The EIR will evaluate all potential impacts, including cumulative impacts, and present feasible mitigation measures to reduce or eliminate these impacts where possible. Alternatives will be discussed that will avoid or reduce significant environmental impacts in conformance with CEQA. A detailed description of the methodology to be used to prepare this EIR is included in the scope of work presented below. *To prepare the technical studies, the applicants shall submit a tree survey of the site prepared by their surveyor / civil engineer.*

PROJECT UNDERSTANDING

The proposed La Tourette Subdivision project is located in a rural area of Monterey County known as the Prunedale Hills. It is located north of the Pesante Road/King Road intersection, approximately two miles east of Highway 101. The project area is composed mainly of rolling hills supporting some grazing and rural residential development. The property, which is currently developed with three single-family residences and supporting structures and infrastructure, is surrounded by undeveloped lands to the west, north, and east, and a partially developed 19-lot subdivision (Woodland Heights) to the south.

The project proposes a standard subdivision Vesting Tentative Map for the division of an approximately 47.8-acre parcel (APN 125-101-016) into 19 lots ranging in size from 1.8 to 11 acres. The project also includes grading (approximately 5,400 cubic yards) for construction of an access road. From King Road, there are two possible alternatives to access the site: through the extension of the existing main road in the Woodland Heights subdivision to the site or through the construction of a new access road off King Road in the southeast corner of the site. Environmental impacts of construction and use of both access roads will be analyzed in the EIR. The current zoning is Low Density Residential (2.5 acres/unit).

The project proposes the expansion of the existing Woodland Heights Mutual Water Company to provide water to the subdivision. However, based on consultation with County Departments, the system does not have enough capacity in the second well to serve the lots already created in the adjacent Woodland Heights subdivision or the lots from the Gloria Willis subdivision. Another well is anticipated to be needed to provide

water for the system should the primary well go out of service. The water company is either in the process of, or has recently completed, installing an iron and manganese treatment system that may require a capacity upgrade for this project.

In addition, it is understood that the LaTourette subdivision will not be directly "provided" water through the Salinas Valley Water Project (SVWP) and that the SVWP calls for utilizing water from the Salinas River for irrigation purposes only. It is anticipated that development of the SVWP will have benefits to the overall groundwater resources in the area of the project site and the water resources utilized by the Woodland Heights Mutual Water System. These benefits (including ideally, long-term sustainability of the existing resources) will be summarized in the EIR as accurately as possible, using information available at the time of release of the document and in consultation with the Monterey County Water Resources Agency (MCWRA). The EIR is anticipated to treat the SVWP as a project that will ensure existing water supply resources are maintained; however, we are assuming that should the water balance (i.e., total groundwater extraction versus total percolation) show a net extraction, the impact to the groundwater basin may still be considered to be a significant impact. This determination will be made in consultation with the relevant County Departments (Health and Water Resources Agency).

The issue of paramount concern in the project area is clearly water and the interconnectedness of water-related issues (water supply, groundwater/hydrogeology, water quality, surface hydrology, drainage, and wastewater disposal). In recognizing this, DD&A selected a subconsultant that is not only familiar with the North County area and is currently working with the County on the Carlsen Estates project, but that would also bring a fresh and comprehensive approach to analyzing all water-related issues for the LaTourette Subdivision project. As can be seen in their scopes of work for each of these issues below, Questa Engineering Corporation invested significant effort in developing an understanding of the project-specific water-related issues and the County's requirements, and in crafting a detailed methodology for addressing those issues to facilitate review by the Health Department and the defensibility of the EIR analysis. With the combination of DD&A possessing extensive storm water, water supply and wastewater planning experience, and Questa Engineers, the County would have the resources available to receive an EIR document that meets the needs of the County, the public and the regulatory agencies for accurate, concise and thorough disclosure of the key issues of concern.

Task 2. Prepare Administrative Draft EIR

Upon completion of Task I above and receipt of all comments on the Notice of Preparation, DD&A will prepare a detailed Administrative Draft EIR for the project, in accordance with the requirements of CEQA and the County of Monterey, including the County's EIR formatting guidelines and requirements. DD&A will submit ten (10) copies of the Administrative Draft EIR, and one electronic copy in Microsoft Word format to the County for review and comment.

Meetings. This task includes three (3) meetings/hearings. These include: a progress meeting during preparation of the ADEIR, a consultation meeting with County Counsel, and a meeting to address County comments on the ADEIR.

Topical Section Scopes of Work and Contents. At a minimum, the EIR will contain all the components described below.

Summary

A summary section will be included in the EIR to briefly describe the project and include a listing of all potential impacts and recommended mitigation measures. The summary will also identify areas of controversy and project alternatives evaluated in the EIR. Potential impacts will be identified as follows: *Significant Unavoidable Impacts*, *Significant Impacts That Can Be Mitigated to a Less-Than-Significant Level*, and *Less-than-Significant Impacts*. The summary will also include all initial comments received in response to the NOP regarding the preparation of the Draft EIR and the project. Subsequently, the summary will describe how these comments were addressed in the EIR by reference to the section or topic.

Project Description

The EIR will provide a detailed description of the proposed project based on information provided by the County and the project applicant. The project description will include the regional, vicinity and site location, project objectives, existing site characteristics, and relevant site and vicinity history. This section will illustrate with plans, photographs, and other graphics, aspects of the project including the following: 1) grading and engineering characteristics; 2) infrastructure improvements; and 3) landscaping and design features (to the extent these types of information are available when the EIR is being prepared). The project description will also identify intended uses of the EIR.

Environmental Setting, Impacts, and Mitigation Measures

The EIR will include a discussion of existing conditions at appropriate geographical levels in accordance with the issues being addressed. The EIR will identify environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The project impact section will present potentially significant impacts, and identify mitigation that avoids or reduces impacts to a less-than-significant level where possible. The EIR will analyze and address the following issue areas:

Hydrogeology and Groundwater Quality

The hydrogeology and groundwater quality analysis will be completed by Questa and will incorporate the following approach:

- X The background data review for the hydrogeology section will include a review of:
- Groundwater studies prepared by or for the County (i.e., studies available from the Monterey County Water Resources Agency, and the County Environmental Health Division);
 - The Central Coast Regional Water Quality Control Board *Basin Plan* will be reviewed for beneficial uses and groundwater quality objectives;
 - The Department of Water Resources Water Data Library for information on groundwater quality and well water levels in the project area; and
 - The USDA Soil Survey of Monterey County, and geologic and topographic maps of the project environs.
- A site review will be conducted to observe the property with respect to proposed subdivision plans and existing uses. Special focus will be given during the site visit to the observation of such factors as drainage patterns and features, topography, existing well locations, vegetation, soil and geologic exposures.
 - A Hydrogeologic Report for the project will be prepared to fulfill the requirements described in Monterey County Code Chapter 19.03.015(L)(3)(C). Four (4) copies of the report will be submitted to the Director of the Planning and Building Inspection Department, as required in the code. As noted in tasks described below, much of the information that is required in the Hydrogeologic Report will apply directly to the background setting and impact analyses for many of the water resources-related sections of the EIR (i.e., Hydrogeology and Groundwater Quality, Surface Water Hydrology and Water Quality, and Drainage). Items that will be completed as part of the Hydrogeologic Report, and then presented in pertinent sections of the EIR, have been marked with an asterisk (*) throughout this work scope.
 - Pertinent aspects of the hydrogeology and ground water quality will be reviewed and described, including a description of the aquifer and groundwater conditions. The following will be performed to complete the hydrogeology environmental and regulatory setting of the report:
 - A review and description of purpose, scope, and location of the proposed project as it relates to hydrogeology and groundwater quality;

- Historic rainfall and evapotranspiration data for the area will be quantified based upon climate data available for project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; and *
- Applicable Federal, State, and Local regulations, including the Monterey County Water Conservation Ordinance, will be reviewed and described.
- The following will be performed to complete the impact analysis and discussion of hydrogeology and groundwater quality:
 - Significance criteria will be developed and described.
 - The potential regional source of water (Highlands South Aquifer) for the project will be described and how it may be supplied to the site (i.e., the Woodland Heights Mutual Water Company). The latter will include the specific potable water requirements for the project and how their use may affect the existing water systems in the area.
 - The Groundwater Resources for the project will be quantified and discussed to include the following:
 - Hydrogeologic environment will include aquifer identification and characterization, groundwater basin delineation, well yields and a characterization of soils; *
 - Groundwater levels and flow will include a discussion of groundwater levels, a groundwater contour map, and a discussion of any seasonal and/or long-term fluctuations. This section will also include a discussion of the recharge areas and the amount of recharge will be quantified using monthly time-step water balance methodology. It will also consider potential impacts of pumping on neighboring wells based on information supplied by the applicant. (Note: If it is determined that new wells and/or significantly higher pumping rates are required to serve the project, additional work may be required); *
 - Groundwater in storage will be quantified by discussing the amount of groundwater in storage and the amount that can be recovered; and *
 - Groundwater quality will be discussed and any impacts on the groundwater by the proposed project will be discussed and mitigation measures listed. *
 - A qualitative discussion of the benefits, if any, that may occur to the groundwater resource conditions of the project will be provided based solely on existing information from MCWRA that describes groundwater conditions upon implementation of the Salinas Valley Water Project.
- An assessment of existing and proposed water usage will be provided. Based upon the project description water usage will be estimated and divided among

landscaping, fire flow requirements and domestic use. Questa will estimate existing and proposed usage based upon County standards or flow records for other projects in the area. The source of the information and the method of calculations will be documented. *

- A monthly water balance for the proposed project will be calculated and described. Groundwater recharge will include ground water inflow plus the average annual precipitation, minus evapotranspiration, runoff or stream flow, and any supplemental recharge provided by the project (e.g., stormwater infiltration) and soil moisture demands. The net groundwater recharge, minus any existing demand and the proposed project water demand, equals the change in groundwater storage. *
- Any known water supply problems in the area that affect the proposed project will be described. Cumulative effects of future projects of similar size supplied by the same aquifer will also be described. This assumes a list of cumulative projects will be identified and provided by the County.
- Project consistency with the Monterey County Water Conservation Ordinance will be discussed.
- Based upon the description to be provided by the applicant, the method, type, and extent of wastewater disposal will be described (see also **Wastewater Treatment and Disposal** below).
- The quality and quantity of wastewater discharged by the proposed project will be described. Quantity figures will include both daily average and peak wastewater flows. Quality figures will include estimated nitrate concentrations, and all other constituents as determined by the Division of Environmental Health and the State Regional Water Quality Control Board. *
- All existing and future sources of nitrate loading within the study area will be identified and described. The potential for surface water contaminants to enter aquifers in the vicinity of the proposed development area will also be discussed. *
- A nitrate loading analysis for the proposed project will be performed and discussed. Based upon readily available information, the long-term nitrogen/nitrate balance of the impacted aquifer will be calculated using a chemical-water balance approach. The source of any nitrate contamination will be included along with the effect of the proposed project on the nitrate balance and the overall potability of the groundwater supply. The County Division of Environmental Health will be consulted for special concerns or requirements. *
- The average daily and peak nitrate-loading rate per acre for the existing and proposed project will be calculated and described. *

- The aquifer impacted by the wastewater and/or sewage discharge will be identified and discussed in terms of existing and future water balance both with and without the project.

Based upon the impact evaluation, mitigation measures will be recommended and described. If necessary, alternative project designs (i.e., reduced density) and locations will be identified to mitigate adverse project impacts. Recommendations concerning water conservation measures, including water reclamation and retention ponds, will also be explored. The potential for employing additional methods to enhance the percolation of stormwater as recharge for local groundwater supplies on the project site will also be considered as a mitigation measure, if the proposed recharge/percolation pond is not found to be sufficient.

At the request of Monterey County, the scope of work will include analysis of the adjacent, existing subdivision (original La Tourette Subdivision) with respect to cumulative/conjunctive runoff and water balance mitigation measures. For this analysis, the two subdivisions will be examined as one "watershed area" to determine whether or not groundwater recharge requirements and peak runoff detention can potentially be achieved through shared (i.e., conjunctive use) recharge-retention facilities and by considering the water balance calculations as a cumulative issue for the two subdivisions taken as a whole. This analysis will be completed at a preliminary feasibility level, to determine the probable advantages and viability of this approach. Maps, reports and other background materials for the existing/adjacent subdivision will be reviewed and hydrologic/water balance calculations will be made. A reconnaissance field survey will be made of the adjacent subdivision area; however, the scope of this analysis is not intended to include any physical exploration or testing within the adjacent subdivision. Based on the results of this mitigation analysis, a recommendation will be made regarding the benefits or need for pursuing conjunctive water resource mitigation for the two subdivisions. However, any further exploration or detailed analysis of a conjunctive mitigation measure would be undertaken only in response to a specific proposal by the project Applicant.

To ensure fire flows can be met, the North County Fire District will be contacted regarding fire flow requirements per County Ordinance 3600 or subdivision water supply standards. Methods of treatment of drainage or sewage that will bring water quality to acceptable levels to re-enter aquifers will be identified and described. The Monterey County Health Department will be consulted to set and identify water quality standards for the project as part of the significance criteria development.

Surface Water Hydrology and Water Quality

The background data review for the surface water hydrology and water quality section of the report will include a review of:

- Existing surface water studies in the project vicinity, including the Salinas Valley Water Project Report, reports and/or data available for the Woodland Heights Mutual Water Company (e.g., *Drinking Water Source Assessment*), and surface water studies prepared by or for the County; *
- The Central Coast Regional Water Quality Control Board *Basin Plan* will be reviewed for beneficial uses and water quality objectives of project site or receiving water bodies;
- Drainage and project site information available from the "Vesting Tentative Map" prepared by Monterey County Surveyors, Inc.; and
- The USDA Soil Survey of Monterey County, and geologic and topographic maps of the project environs.

Pertinent aspects of the surface water hydrology and water quality be reviewed and described, including a description of the existing watershed conditions, drainage patterns, and major tributary streams within or downstream of the property. The following will be performed to complete the surface hydrology and water quality setting of the report:

- A review and description of purpose, scope, and location of the proposed project as it relates to surface water hydrology and water quality;
- Historic rainfall and evapotranspiration data for the area will be quantified and described based upon climate data available for project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; *
- Pertinent water quality background information from the review of existing surface water studies, and water quality data in the project area will be summarized; specifically, conclusions or recommendations from these studies will be highlighted;
- Floodplains in the project site and any aquifer recharge areas in the site and/or the project's vicinity will be identified. Floodplains will be identified based on current Federal Emergency Management Agency (FEMA) floodplain mapping available for the project area. However, based upon a preliminary search of the FEMA floodplain maps, the project site is not within a designated flood hazard area; and *
- Beneficial uses and water quality objectives identified in the *Basin Plan* for project site or receiving water bodies in the project vicinity will be summarized and described.

The following will be performed to complete the impact analysis and discussion of surface water hydrology and water quality:

- Significance criteria will be developed and described;
- A map showing all watershed and drainage features will be provided and described. Any wetlands will be identified and the impacts of the proposed project on them will be discussed;
- Existing stream flow conditions for the project site will be quantified along with a discussion of the water quality. A discussion of the stormwater drainage caused by the proposed project's impervious surfaces and how it will be controlled will be included. An analysis of the potential for the beneficial use of captured stormwater will be included. It is assumed that the applicant will provide an appropriately scaled base map and project plans in electronic format for use by Questa. The electronic map will be used to identify and measure existing and proposed impervious areas, to delineate and measure drainage areas and features, and for report graphics; and *
- Potential changes in surface runoff water quality will be investigated and described. This will consider existing surface water quality conditions (to the extent that they are known), and likely changes in the type and amount of runoff pollutants associated with site development. Surface runoff management practices and design features planned for the project will be taken into account in this analysis. Surface runoff water quality effects are anticipated to be related to primarily erosion and sedimentation, but other effects from street runoff and residential development will also be considered.

Mitigations will be identified for hydrologic-surface runoff impacts determined to be significant under the proposed or alternative projects. Mitigations may include such measures as limitations on the scale of development, avoidance of critical watershed areas, design/management practices, stormwater detention, and implementation of water quality best management practices. Although the project does not appear to be in a flood hazard area, flood mitigation requirements will be identified, as appropriate.

Drainage

The background data review for the drainage section of the report will include a review of:

- Drainage and project site information available from the "Vesting Tentative Map" prepared by Monterey County Surveyors, Inc.; and
- County documents, files, and/or maps relevant to on- and off-site drainage infrastructure.

To complete the drainage environmental and regulatory section of the report, the existing (including any existing wetland areas) and proposed drainage system for the project site

and downstream receiving waters will be described. The following will be performed to complete the impact analysis and discussion of drainage:

- Significance criteria will be developed and described;
- Proposed and required drainage facilities will be reviewed and evaluated for adequacy to meet County requirements. Based on the "Vesting Tentative Map", the applicant proposes to use an existing pond and proposed new retention/recharge pond for stormwater treatment, control, and/or recharge. To estimate the adequacy of these ponds to meet the County's stormwater runoff requirements, Questa will perform a peak runoff analysis (e.g., rational method) and modified rational method analysis (i.e., to obtain runoff storage requirements);
- As necessary, the project will be reviewed to determine if existing County infrastructure will be adequate to handle stormwater runoff, or if improvements would be necessary to accommodate the additional runoff. (Note: Compliance with County requirements for onsite attenuation of peak flow is intended to eliminate impacts on offsite infrastructure);
- Potential on- and off-site erosion and drainage impacts from the proposed development will be identified and described; and
- Potential impacts to the project from off-site drainage conditions will be identified and described.

Based upon the results of the impact analysis, mitigation measures for impacts to on- and off-site drainage will be identified. As appropriate, these recommendations will address:

- Project drainage issues to include maintenance and monitoring program;
- Drainage system improvements needed to accommodate project-related drainage;
- Funding instruments either existing or needed for improvements to the drainage system to accommodate the new project;
- Measures to retain stormwater run-off resulting from a "10 year" occurrence ("20 year" for Coastal Zone).
- Measures to address "100 year" storm occurrence for on-stream facilities, or for facilities within the flood plain; and
- Site management measures, including landscape and revegetation plans, and monitoring programs to ensure the long-term success of these plans.

Wastewater Treatment and Disposal

The following presents the work scope for the evaluation of on-site septic system suitability for the proposed LaTourette Subdivision. The proposed subdivision would create 19 lots on the 47.8-acre parcel, all of which would be served by individual on-site septic systems. The three single-family dwellings on the site are currently served by on-site septic systems.

- All relevant background information on the property will be compiled and reviewed. This is expected to include correspondence, reports, and any additional information that may be available from the Monterey County Environmental Health Division on the existing septic systems on the property. Additionally, information relative to the septic systems in the general project vicinity (i.e., neighboring properties) will be investigated through review of the Monterey County Environmental Health Division files.
- Questa will perform soils and percolation testing in accordance with standard procedures specified by the Monterey County Environmental Health Division. The Division will be contacted prior to proceeding with the testing to review the scope of work and, as appropriate, to observe testing. Soil and groundwater conditions and percolation rates will be evaluated and included in the description of the environmental setting, and will be used to evaluate potential impacts to groundwater quality from the proposed systems. For budgeting purposes, it is assumed that one 15-foot-deep soil profile test pit and one 5-foot-deep percolation test pit will be drilled on each of the 19 proposed lots. It is assumed that the areas of soil and percolation testing will be identified by the applicant, and will correspond to the areas being proposed to be used for on-site wastewater treatment and disposal. Additionally, one soil profile test pit and percolation test will be performed in the area proposed to be used as the retention/recharge pond to verify recharge rates in the proposed pond.
- All relevant background information on the existing septic systems on the property and in the project area will be described in the environmental setting; additionally, soil and percolation testing results will be summarized in this section of the report. The following information will also be included:
 - Description of the existing septic systems on the project site in terms of maximum capacity, permitted capacity, existing demands, and future demands (i.e., with and without project); and
 - Summary of current Monterey County Environmental Health Division sewage disposal regulations, and a summary of the Central Coast Regional Water Quality Control Board's Basin Plan policies, requirements, and prohibitions regarding on-site sewage disposal systems.
- An evaluation will be made of the suitability for the proposed subdivision of the use of individual on-site septic systems, based on the available background data, and soil

and percolation testing. The basis for evaluating septic suitability and potential impacts will include the following:

- Significance criteria will be developed and described;
- The extent and type of wastewater treatment of the proposed system as compared to the specific treatment requirements of the Central Coast Regional Water Quality Control Board, and the Monterey County Health Department; and
- An evaluation of the existing and proposed disposal fields for size, capacity, location, and proposed utilization for:
 - Vegetation or tree removal necessitated by the system's installation;
 - Maximum allowed design rates and effluent loading rates; and
 - Special buffer zones or setbacks from treatment facilities, disposal areas, and adjacent properties.
- The project proposes to use individual on-site wastewater treatment and disposal; however, if off-site systems or County facilities are necessary for wastewater treatment and disposal the following will be investigated and discussed as additional work:
 - Legal procedures and/or agreements necessary to facilitate treatment improvements and/or serve the subject property;
 - Infrastructure capacity and annexation; and
 - Project impacts on expansion or replacement of existing off-site facilities.
- Based upon the findings of the impact analysis, mitigation measures will be developed and described. Mitigation measures will address County requirements and design features, covering such issues as bonding, loading rates, and alternative locations and design.

Water Supply

- The background data review for the water supply section of the report will include a review of existing reports and/or data available for the Woodland Heights Mutual Water Company (e.g., *Drinking Water Source Assessment*). *
- The following will be performed to complete the water supply environmental and regulatory section of the report:
 - The application proposes the expansion of the Woodland Heights Mutual Water System to provide potable water for the project. The water system will

- be described in terms of the number of connections, existing and required long-term supply, and necessary infrastructure extension to deliver water to the project site;
- The proposed locations and sizes of existing and proposed well, tank, and access easements will be illustrated as necessary; and
 - Legal requirements necessary to provide water service for the project will be identified and discussed (e.g., acquiring and recording easements, water agreements, incorporations, annexing to service districts, spheres of influence, Public Utility Commission regulations).
- The following will be performed to complete the impact analysis and discussion of water supply:
- Significance criteria will be developed and described;
 - Expected short-term and long-term demands imposed by the project will be quantified and described to show how the project will impact the water system. These demands will be expressed in terms of numerical volume, fire flows, and as a percentage both compared to existing and future capacity of adjacent and area-wide delivery systems;
 - Water delivery system facility/infrastructure improvements to provide adequate supplies for the short-term and long-term needs will be identified and described;
 - The temporary water capacity (i.e., storage facility) and demand for long-term capacity (stream flows, reservoirs, and groundwater capacity) will be described. Cumulative and indirect impacts related to capacity and the delivered water supply will be discussed;
 - A discussion of how increased demand from the project might degrade existing and future conditions, maintenance and operation of the water system will be included;
 - Alternative water supply options will be discussed (e.g., including consolidation and/or expansion of other water systems adjacent or in the vicinity, forming or annexing to water districts or service areas); and
 - Where water treatment will be required to comply with drinking water standards of Title 22, CCR, additional improvements, easements, and service agreements will be discussed.
- Based upon the findings of the impact analysis, mitigation measures will be developed and described. Such measure may include:

- Installing or bonding the water system improvements and any appurtenances needed to and within the project area. Final improvement designs and any associated fees for review and approval may be required prior to installation or bonding;
- Providing a letter from the local fire district prior to installation or bonding that the proposed improvements meet fire flow standards; and
- Submitting evidence that all necessary easements, dedications, legal agreements have been properly recorded and/or executed.

Biological Assessment

The scope of work for the BA includes the following:

- X DD&A will visit the site to assess the environmental conditions of the site and its surroundings. In addition, pre-survey research will be conducted utilizing available resources, including California Department of Fish and Game California Natural Diversity Database (CNDDB); California Native Plant Society (CNPS) lists, local experts, and other published and unpublished materials as related to CEQA requirements. The field review will provide an evaluation of general habitat features and environmental constraints at the site and within the local vicinity, and provide a basis for recommendations to minimize or avoid impacts. During the site visit, an inventory of plants and animals observed within the project site will be conducted. In addition, sensitive habitats within the project site will be identified. The initial site visit may be followed by additional site visit(s), as necessary, due to temporal constraints related to the timing of wildlife or botanical identification (i.e., breeding season or flowering period). The initial site assessment will also include a review of on-site habitats for the potential presence of special-status plant and wildlife species. Based on the findings, it may be necessary to perform species-specific or protocol-level surveys for a number of special-status plant and wildlife species. In many cases, particularly in areas with appropriate habitat and recently reported occurrences of special-status species, presence may be assumed and species-specific or protocol-level surveys may not be required. However, species-specific or protocol-level surveys may be required to determine presence or absence in marginally appropriate habitat and/or in areas with no previous occurrence data. *These would be out-of-scope and would require a contract amendment if they are determined to be necessary.*
- X DD&A will contact responsible and interested agencies and organizations that have knowledge of affected resources and jurisdiction over or will be affected by the project to ensure that potential environmental issues are addressed. This communication will also be conducted in order to generate mitigation measures to minimize or avoid potential impacts. DD&A anticipates contacting and/or meeting with representatives of the following agencies:
 - X California Department of Fish & Game (CDFG)

- X California Native Plant Society (CNPS)
- X California Regional Water Quality Control Board (RWQCB)
- X U.S. Army Corps of Engineers (Corps)
- X U.S. Fish and Wildlife Service (USFWS)
- X California State Lands Commission

X The BA will be prepared in compliance with CEQA and all other applicable policies, plans, and regulations. The BA will include documentation of the biological resources in the project area and an assessment of the impacts of the project on those resources. The BA will provide an analysis of the short-term (e.g., construction phase) and long-term impacts (e.g., loss of habitat or habitat fragmentation), as well as cumulative impacts. This analysis will provide recommendations on the level of the potential impacts and mitigation measures, and include mitigation that can be included in the project design.

X The BA will provide a description of the environmental setting, both regionally and locally, and provide a description of the existing biological resources that occur or have the potential to occur within the project site (i.e., special-status plant and wildlife species, and sensitive habitats). Sensitive habitats known or with the potential to occur within the project site include central maritime chaparral, oak woodland, riparian, and wetlands. In addition, the project site is located within Critical Habitat Prunedale Unit G for Monterey spineflower, designated by the USFWS. Based on the RFP and Biological Report prepared by Jud Vandevere and Associates for the Woodland Heights Subdivision, the project site has the potential to contain the numerous special-status species identified on the adjacent property. The BA will describe the habitats within and adjacent to the project site, including sensitive habitats included on the CNDDDB list of sensitive or other regulated habitat types. Impacts to sensitive habitats within, and indirect impacts to sensitive habitats adjacent, to the project site will be assessed.

X The BA will identify any important wildlife corridors and address potential impacts resulting from the project. The BA will describe the potential physical connection of all the habitats within the project site, and the regional distribution and restriction of the existing habitats. Due to the presence of a natural drainage within the project site, development of the project may have indirect impacts on surrounding habitats and wildlife corridors (e.g., riparian corridors). The importance of wildlife corridors within the project site and potential indirect impacts to surrounding habitats and wildlife corridors will be described and evaluated, in accordance with CEQA, taking into account the existing and future development and easement within the adjacent Woodland Heights Subdivision. The BA will also identify any potential impacts to existing biological resources associated with the development of the project site, including public access, domestic pets, and fencing. The BA may find that these potential impacts require mitigation to establish acceptable long-term maintenance of the habitat remaining within the project site.

Land Use and Consistency with Plans & Policies

The project site is located in a rural area composed mainly of rolling hills supporting some grazing and rural residential development. The property, which is currently developed with three single-family residences and supporting structures and infrastructure, is surrounded by undeveloped lands to the west, north, and east, and a partially developed 19-lot subdivision (Woodland Heights) to the south. The land use section will address the project's consistency with applicable land use plans and policies. This section of the EIR will include the following:

- X Present the historical, present, and proposed uses on the project site and in the surrounding area.
- X Address the project's consistency with applicable land use plans, policies, and programs including those in the County's General Plan, North County Area Plan, County codes, and relevant agency guidelines (e.g., Monterey Bay Unified Air Pollution Control District Air Quality Management Plan and CEQA Guidelines, AMBAG regional studies, Central Coast Regional Water Quality Control Board Basin Plan).
- X Recommend mitigation measures for identified impacts, in order to make the project consistent with planning policies and more complementary to surrounding land uses, as necessary.

Population and Housing

- X Describe the existing population and housing characteristics of the County as a whole and North County in particular, and evaluate the effects of providing additional housing.
- X Describe the County's affordable housing program and the project's consistency with this program.
- X Describe the existing jobs/housing balance in the County, and the cumulative effect of developing additional residential uses.
- X Recommend mitigation measures for identified impacts, in order to make the project consistent with housing goals, if necessary.

Geology/Soils/Geotechnical Issues

The proposed development will occur within the Watsonville Lowlands region, between the cities of Prunedale and Salinas. The Watsonville Lowlands region is dominated by a relatively down-dropped basin filled with sediments of mid to late Quaternary age. The primary geologic hazards posed to the proposed development will likely be intense seismic shaking and erosion. There is a remote possibility that the property may also be affected by liquefaction (and the attendant processes of lateral spreading and settlement) and landsliding.

Geology: Hero, Kasunich & Associates (HKA) on the combination of geology, soils, and geotechnical issues related to the project site and project development.

HKA will prepare a geologic report for the LaTourette Subdivision project. The purpose of the geologic evaluation will be to: 1) perform a detailed site-specific engineering geology investigation for the proposed subdivision (the report will conform to the California Geological Survey Note #42 - Guidelines for Geologic/Seismic Reports); 2) provide recommendations for additional technical investigations, if warranted; 3) prepare a narrative description of the project geologic setting; and 4) evaluate potential project impacts and provide mitigation recommendations for potentially significant impacts with respect to geology.

The geologic evaluation will include:

- X discussion of the general geologic setting;
- X qualitative evaluation of existing geologic hazards, including ground stability, seismic shaking potential, soil liquefaction and lateral spreading hazard, and ground surface rupture hazard due to faulting, with an assessment of project impacts on land stability and proposed mitigation recommendations, as warranted;
- X erosion hazard, including potential project impacts and recommendations for mitigating project impacts, as needed, both during construction and following project completion; and
- X site drainage conditions and potential project impacts as they pertain to geologic processes, with mitigation recommendations;

Specific tasks associated with preparing the geologic evaluation include:

- X review of geology literature and maps relevant to the proposed project;
- X contacts with personnel from relevant regulatory agencies;
- X review of stereographic aerial photos of the project site;
- X field reconnaissance of the subject site;
- X analysis of the data, including a qualitative evaluation of existing ground stability, seismic shaking potential, including earthquake related ground effects such as soil liquefaction and lateral spreading, ground surface rupture hazard due to faulting, erosion hazard and erosion control recommendations;
- X preparation of a written report summarizing the geologic evaluation of the project, including: summary of the geologic setting of the project; identification of potential

geologic impacts from the project; discussion of mitigation measures; discussion and summary of potential geologic hazards and risks posed to the proposed development, including recommendations for prudent development guidelines.

The geologic scope does not include the following: responses to reviews of their reports (i.e., to reviews that may be carried out by local regulatory agencies or by other agencies/consultants); additional work that may be required subsequent to changes in the grading, foundation and improvement plans, including the geologist's further reviews of such amended plans; and observation and testing during construction.

Soils/Geotechnical Issues: Haro, Kasunich & Associates, Inc. (HKA) will prepare a feasibility level geotechnical study¹ for the project. As the project is in a conceptual design phase, HKA's objective is to develop a general overview of geotechnical and geologic conditions at the property, in order to delineate potential problem areas, identify possible project constraints, and develop a subsurface investigation work plan to address critical issues at future phases of the project. HKA will consult with their geologist to discuss their respective findings. These tasks will provide a general overview of geotechnical issues affecting the project site and will identify areas of specific study to be focused upon during future design phases of the project.

Specific tasks associated with preparing the feasibility level geotechnical study include:

- X HKA will acquire, review, and compile available, geotechnical information pertinent to the proposed subdivision, followed by visual field reconnaissance of the project site. On the basis of literature review and field observations HKA will develop preliminary concepts of general geotechnical issues affecting the proposed project;
- X A subsurface investigation will be limited to exploratory borings drilled at selected sites. HKA will retain a geotechnical-related drilling company to perform the necessary drilling operations to obtain soil data and selective soil samples. The scheduled drilling is 12 test borings drilled from 20 to 30 feet. In-situ testing and sampling will be performed at selective depths to establish basic soil characteristics. Soil profiles will be developed during drilling, and modified as required based on the laboratory index property test results. It is assumed that for this phase of the site investigation, test-boring sites will not be located in areas that require permitting from public agencies.
- X Selective samples will be used to determine qualitative soil characteristics. Moisture content, unit weight, Atterberg Limits, and grain size distribution of selective samples will be determined.
- X Data will be used to evaluate the geotechnical-related issues for the property. HKA will discuss qualitative geotechnical issues pertaining to subsurface conditions at the

¹ It is important to note that the scope of work for this investigation is intended to produce feasibility level conclusions and recommendations for the proposed development. It is not HKA's intent to provide specific design recommendations for the development at this stage of planning, such as is typically done at later phases (design-level studies).

specific drill sites, and in more general terms where the data is extrapolated and/or is based upon observations.

- X HKA will prepare a feasibility level geotechnical report presenting the factual information disclosed by the geotechnical exploration. The report will also address the geotechnical issues of engineering and construction significance to the proposed project. These topics will include: geologic hazards, description of the subsurface conditions where known, ground behavior and related construction difficulties, groundwater conditions, influence of geologic and geotechnical conditions on pre-design features, and recommendations for future phases of geologic and geotechnical investigations.

Traffic and Circulation

The transportation section of the EIR will be based on a traffic analysis that will be performed for the proposed subdivision by Hexagon Transportation Consultants, Inc. The traffic analysis will be prepared in accordance with the County's requirements and standards. The study will determine the traffic impacts of the proposed project on the highways, roadways, and intersections in the vicinity of the site. The key roads and intersections in the vicinity are:

- X U.S. 101
- X Pesante Road
- X King Road
- X Cross Road
- X U.S. 101/Pesante Road
- X Harrison Road/Russell Road

The following tasks will be performed by Hexagon as part of the traffic and circulation analysis.

- X The physical characteristics of the site and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, pedestrian and bicycle facilities, intersection lane configurations, traffic control devices, and surrounding land uses.
- X Existing AM and PM peak-hour traffic volumes will be counted at the study intersections. Daily traffic counts will be obtained from Monterey County and Caltrans.
- X The existing traffic conditions on the roadways will be described. Traffic operations at the key intersections will be evaluated with the 2000 Highway Capacity Manual level of service methodology using current AM and PM peak-hour volumes. Monterey County level of service guidelines will be followed for all intersections.
- X A list of approved developments located in the study area will be obtained from Monterey County. Traffic volumes from approved developments will be added to the existing AM and PM peak-hour volumes to obtain traffic volumes for background conditions. The U.S. 101/SR 156 interchange currently is under construction. The background scenario will assume completion of the interchange. Traffic estimates at

completion will be obtained from Monterey County or Caltrans. Intersection level of service under background conditions will be evaluated using the HCM methodology.

- X New trips generated by the proposed project will be estimated using applicable vehicular trip generation rates.
- X The directional distribution of site-generated traffic will be forecast based on existing travel patterns, relative locations of complementary land uses in the area, and information from previous traffic studies conducted for developments in the area. The site-generated traffic will be added to the roadway network based on the directions of approach and departure.
- X Project-generated traffic will be added to background traffic volumes. Intersection and freeway levels of service under project conditions will be evaluated. The ability of the roads around the project site to accommodate additional traffic will be evaluated. Existing and proposed roadway cross-sections will be compared to County standards.
- X Traffic volumes will be factored up to the date of the proposed project opening and other proposed development will be added to calculate cumulative traffic conditions. Intersection levels of service will be calculated.
- X Based on the results of the level of service calculations and roadway analyses, impacts of the site-generated traffic will be identified and described. Recommendations will be formulated that identify the locations and types of improvements or modifications necessary to mitigate significant project impacts.

Air Quality

The air quality impacts will be addressed through an analysis to be conducted by DD&A's Air Quality Specialist, Alison Imamura. This section will:

- X Describe the existing local atmospheric conditions relative to climate and air pollution, historical air quality data for the vicinity, and sources of air pollution in the area. Identify sensitive receptors (i.e., residences) in the project area.
- X Discuss the relevant regulatory provisions, criteria, and applicable thresholds of the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and state and federal ambient air quality standards.
- X Discuss short-term air quality impacts during construction resulting from dust and exhaust emissions from equipment and vehicles.
- X Include an air quality analysis (using the most recent available versions of CALINE and URBEMIS models) in accordance with guidelines established by the MBUAPCD to determine whether project emissions could exceed District standards in the short term or long term. Project review for consistency with the Air Quality Management Plan will be also conducted.

- X Describe the project's conformance with applicable air quality standards, and provide mitigation for any significant impacts.

Noise

The project site is located in a relatively remote area, where the only source of noise is from traffic generated on nearby streets. Both the short-term and long-term noise impacts of the project will be evaluated in the EIR, based on a noise analysis prepared by Illingworth & Rodkin, Inc. This section will include the following:

- X Describe the existing noise conditions on the site and surrounding area based on field noise measurements. These measurements would establish the baseline noise environment used to determine noise impacts.
- X Summarize the applicable noise standards and policies in the Monterey County General Plan (Section 22) and the County Noise Ordinance (County Code Title 10.6).
- X Assess noise impacts, based on the measured noise data and future traffic projections. This data will be used to assess the potential noise impacts resulting from project-generated traffic noise or construction noise at existing residences adjacent to the project site. Future noise levels will be compared against County guidelines and standards and appropriate CEQA significance criteria.
- X Identify noise impacts during construction activities that could adversely affect nearby sensitive land uses and/or violate applicable standards or ordinances.
- X Identify mitigation, such as barriers or other attenuation measures, for significant noise impacts.

Visual/Aesthetics

Natural hillside and rural residential uses characterize the site and surrounding area. The EIR will describe the existing visual setting of the project area in terms of physical attributes, aesthetics, vista, glare, and nighttime lighting levels. Photographs of the existing site will accompany the text. The EIR will analyze the potential visual impacts from project grading, tree removal, and the introduction of 19 homes onto a presently largely undeveloped site. The EIR will recommend mitigation measures to reduce visual/aesthetic impacts to a less-than-significant level, such as appropriate site layout, landscaping, and design features.

Utilities & Public Services

The EIR will describe public services and utilities serving the existing site, in accordance with the requirements in the RFP. The EIR will quantify the increase in demand and availability of public services, including police protection, fire protection, emergency medical services, roadway maintenance, solid waste disposal, schools, and park and recreation facilities. This section will also address utilities and energy. The EIR will evaluate the ability of existing services and utilities to serve the project, focusing on

potential constraints. Mitigation will be identified for any significant impacts on public services and utilities. As described above, a detailed evaluation of water supply and wastewater disposal will be provided.

Forestry Report (within the Biological Resources section)

Stephen Staub, as a contract employee of DD&A will prepare the analysis for forestry and tree resources in the EIR. Staub has reviewed the RFP with specific reference to sections 8 & 9, which cover Plant/Animal Life and detail tree and forestry related items. There is some confusion in the document as to whether a Forest Management Plan (FMP) or a Forester's Assessment and Recommendation is to be prepared, but the content is largely the same and will require comparable tasks and documentation. The following tasks are proposed to provide the information described in the RFP:

- X Characterize forest inventory using sample plots across the range of forest conditions on the site. A summary table will be prepared with estimates of numbers of trees by species and diameter class. Observations of tree conditions and health, including Sudden Oak Death, will also be made.
- X Review relevant site documentation and design including project maps, grading plans, vegetation mapping, soils reports, biological reports, and relevant County codes and fire protection standards.
- X Prepare FMP or Forester's Assessment and Recommendation as required. Contents will include addressing all items enumerated in the RFP.

Cumulative Impacts

In accordance with CEQA requirements, the EIR will analyze potentially significant cumulative impacts anticipated from development of the project combined with projects that are proposed, planned, and/or underway within the County and vicinity. The analysis will be based on a list of proposed or anticipated projects in the area, to be provided by the County. Cumulative effects may be present in the areas of traffic, water supply, water quality, and biological impacts.

Alternatives

In accordance with CEQA, the EIR needs to address a reasonable range of alternatives to the project that could feasibly meet the project objectives and potentially avoid or lessen any significant environmental impacts associated with the project. DD&A will consult with County staff to determine up to three (3) feasible alternatives.

The No Project alternative, a smaller project, an alternate site design, and possibly alternate site locations will be considered. All alternatives will be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified potentially significant and significant unavoidable adverse project impacts. This section will identify and discuss the project deemed to be the *environmentally superior alternative* per the requirements of CEQA Guidelines Section

15126.6(e)(2). This evaluation will be based on a comparative analysis of the feasible alternatives.

Other CEQA and County-required Sections

The major environmental issues to be addressed in the EIR are described and highlighted above. The EIR will also address and include other CEQA and County-required issues and sections, as follows:

- X Growth-Inducing Impacts
- X Significant Unavoidable Impacts
- X Significant Irreversible Effects
- X Beneficial Effects
- X References
- X EIR Authors & Consultants

Draft Mitigation Monitoring and/or Reporting Program

DD&A will prepare a draft Mitigation Monitoring and/or Reporting Program (MMRP) in accordance with CEQA and the County's established provisions. The MMRP will identify the impact addressed, compliance or monitoring actions to be performed, responsible party for compliance, timing, and verification, in accordance with County guidelines on form and content. The draft MMRP will be included in the EIR for public review, per County guidelines.

Task 3. Prepare Draft EIR

After the County's review of the ADEIR (a minimum of 30 days as requested in the RFP), DD&A will revise the EIR based on the County's comments. DD&A will submit one screen-check Draft EIR document to the County for a final review. Upon County approval, DD&A will submit 50 copies of the Draft EIR (including appendices), along with one electronic copy in Microsoft Word format, to the County for public distribution. *This scope assumes one round of revisions of the ADEIR by DD&A and one minor screen-check revision.*

Meetings. This task includes two meetings to review comments on the Administrative and/or Screen-Check Draft EIR.

Task 4. Prepare Final EIR

Following the 45-day public and agency review period, DD&A will meet with the County to review the comments received on the Draft EIR and discuss strategies for preparing responses. DD&A will prepare an Administrative Amendment to the Draft EIR, containing the following:

- X List of individuals and agencies commenting on the Draft EIR
- X Copies of letters received on the Draft EIR
- X Written responses to comments received on the Draft EIR
- X Minor revisions to the EIR text (as necessary)
- X Final Mitigation Monitoring and/or Reporting Program

DD&A will submit 10 copies of this Administrative Amendment to the County for review (for a minimum of 30 days as requested in the RFP). The document will then be revised per the County's comments and 50 copies, along with one electronic copy (in Microsoft Word format), will be delivered to the County. This Amendment, in conjunction with the Draft EIR, will constitute the Final EIR.

Meetings. This task includes two (2) meetings to County staff, agency and public review comments on the DEIR and/or FEIR.

[This "Scope of Work and Payment Provisions" assumes a specific amount of DD&A planning staff time for responding to comments that is considered moderate for this area, as shown in the attached budget. DD&A reserves the right to review the public comments when available and submit a request for additional compensation should additional issues arise outside of the scope of work requiring additional technical response or should the anticipated number of comments or work required to complete the responses exceed that estimated.]

Task 5. Certification of the EIR (Meeting Attendance)

Meetings (only). This task includes the remaining three (3) meetings/hearings. These include: one Subdivision Committee hearing, one Planning Commission hearing, and one Board of Supervisors hearing. This scope does not include the attendance of any of the subconsultant team members at any meetings, with the exception of site visits and two meetings by Hexagon. Questa will attend up to three meetings throughout the project. Any request for attendance by DD&A staff or subconsultants at additional meetings would be out-of-scope and would require a contract amendment. This task does not include assistance with staff reports, resolutions, findings or other noticing or presentation material for any hearings.

II. PAYMENT PROVISIONS AND BUDGET

A. Payment Provisions

Invoices for services performed under the AGREEMENT may be submitted monthly (by the tenth day of the month), but not more often than once monthly, and shall include the following:

Invoice Coversheet

Denise Duffy & Associates, Inc.
LaTourette Subdivision EIR

Contract Term: *May 3, 2004 to June 30, 2005*

Contract Amount: \$ 280,101.00

\$243,566.00 Base Budget

\$36,535.00 Project Contingency

Invoice Date: _____

Invoice Amount : \$ _____

•	Project Initiation	\$10,225.00
•	Meetings associated with Project Initiation	\$3,480.00
•	Spring Botanical Survey	\$4,425.00
•	ADEIR	\$41,420.00
•	Hydrogeology & Groundwater Quality ¹	\$30,954.00
•	Surface Water Hydrology & Water Quality ¹	\$12,516.00
•	Drainage ¹	\$6,290.00
•	Wastewater Treatment & Disposal ¹	\$27,998.00
•	Water Supply ¹	\$11,048.00
•	Meetings ¹ (3)	\$2,880.00
•	Biological Assessment	\$7,250.00
•	Scoping and Response to Comments ¹	\$6,500.00
•	Geology ²	\$5,535.00
•	Soils/Geotechnical ²	\$17,045.00
•	Forestry	\$10,680.00
•	Traffic ³	\$12,100.00
•	Noise ⁴	\$4,500.00
•	Meetings (3)	\$3,900.00
•	DEIR	\$9,200.00
•	Meetings (2)	\$840.00
•	FEIR	\$11,800.00
•	Meetings (2)	\$840.00
•	Certification of EIR – Hearings (3)	\$2,140.00

1. *Questa*. 2. *Haro Kasunich*. 3. *Hexagon*. 4. *Illingworth & Rodkin*.

Approved as to Work:

Luis Osorio, Project Planner

(date)

Approved for Payment:

Jean Getchell, Contract Administrator

(date)

Invoices are to be sent to:
Jean Getchell, Contract Administrator
Monterey County Planning and Building Inspection Department
2620 First Avenue, Marina, CA 93933

III. TRANSFER FROM PROJECT CONTINGENCY

Transfer of funding from the Project Contingency Account (total Project Contingency of \$36,535.00) requires the prior written approval of the Director of the Monterey County Planning and Building Inspection Department, 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.

Within five working days of receipt of the recommendation, the Project Planner and Contract Administrator shall have contacted CONTRACTOR to discuss its recommendation and shall have made a recommendation to the Director of the Monterey County Planning and Building Inspection Department, or in his absence, the Chief Assistant Director. Within ten working days thereafter, the Director of the Monterey County Planning and Building Inspection Department or the Chief Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and the Contract Administrator will forward the decision in writing to the Project Applicant and CONTRACTOR.

Unless denied by the Director or Chief Assistant Director of Planning and Building Inspection Department, the Contract Administrator shall ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval and funding in the amount requested, the Contract Administrator shall process the funding transfer and authorize the associated work. At the same time, a letter authorizing the work funded by the approved transfer shall be sent to CONTRACTOR.

IV. SCHEDULE

The following is a schedule for the La Tourette Subdivision EIR. The schedule is based on the assumptions following the schedule. Deviation from these assumptions may require an adjustment to the project schedule. Please note that the EIR schedule does not account for unanticipated delays outside DD&A's control. These delays include failure to receive all project-related information in a timely manner, delays in administrative reviews by the County, continuances of public hearings, or similar events.

Deliverable	Task	Estimated Timeframe
A. Project Initiation/Scope of Work Revisions	1. Project Initiation/Scope Revisions	6/15/2004
B. Preparation Administrative Draft EIR	2. Administrative Draft EIR	9/9/2004
C. Delivery of Draft EIR	3. Prepare Draft EIR	11/4/2004
D. Delivery of Final EIR	4. Final EIR	2/17/2005
E. Certification of EIR	5. Meeting Attendance	Mar. 2005

Before the Board of Supervisors in and for the
County of Monterey, State of California

Agreement No.: A-10578

- a. Approve a Professional Services Agreement with Denise Duffy & Associates, Inc. to provide a legally certifiable Environmental Impact Report (EIR) for the Jeffrey and Monica LaTourette Subdivision (PLN020090) not to exceed \$209,904, plus a \$31,491 contingency fee, for a total of \$241,431; and)
- b. Approve a Funding Agreement No. 2 in the amount of \$314,910 with Jeffrey and Monica LaTourette to reimburse Denise Duffy & Associates, Inc. to provide a legally certifiable EIR for the Jeffrey and Monica LaTourette Subdivision; and)
- c. Authorize the Interim Director of Planning to execute the Professional Services Agreement and Funding Agreement No. 2 and future amendments that do not significantly alter the scope of work or change the approved agreement amounts.....)

Upon motion of Supervisor Potter, seconded by Supervisor Armenta, and carried by those members present, the Board hereby:

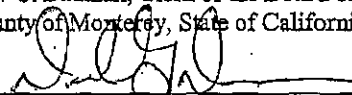
- a. Approves a Professional Services Agreement with Denise Duffy & Associates, Inc. to provide a legally certifiable Environmental Impact Report (EIR) for the Jeffrey and Monica LaTourette Subdivision (PLN020090) not to exceed \$209,940 plus a \$31,491 contingency fee, for a total of \$241,431; and
- b. Approves a Funding Agreement No. 2 in the amount of \$314,910 with Jeffrey and Monica LaTourette to reimburse Denise Duffy & Associates, Inc. to provide a legally certifiable EIR for the Jeffrey and Monica LaTourette Subdivision; and
- c. Authorizes the Interim Director of Planning to execute the Professional Services Agreement and Funding Agreement No. 2 and future amendments that do not significantly alter the scope of work or change the approved agreement amounts.

PASSED AND ADOPTED on this 15th day of August 2006, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Lindley, Potter, and Smith
 NOES: None
 ABSENT: None

I, Lew C. Bauman, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof Minute Book 73, on August 15, 2006

Dated: August 15, 2006

Lew C. Bauman, Clerk of the Board of Supervisors,
 County of Monterey, State of California.
 By 
 Darlene Drain, Deputy

FUNDING AGREEMENT No. 2
for
JEFFREY AND MONICA LATOURETTE SUBDIVISION
ENVIRONMENTAL IMPACT REPORT

THIS FUNDING AGREEMENT No. 2, hereinafter "AGREEMENT" or "FUNDING AGREEMENT No. 2", is entered into this 15TH day of August, 2006, by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "COUNTY", and Jeffrey and Monica LaTourette, husband and wife, hereinafter, "PROJECT APPLICANTS", with reference to the following facts and circumstances:

RECITALS

A. PROJECT APPLICANTS have applied to COUNTY for approval of various development permits for the Jeffrey and Monica LaTourette Subdivision Environmental Impact Report, referred to herein as "THE PROJECT". THE PROJECT seeks all necessary COUNTY permits, approvals, and environmental review.

B. Due to the magnitude and complexity of THE PROJECT, the Interim Director of the Planning Department of COUNTY, hereinafter, "INTERIM DIRECTOR", and PROJECT APPLICANTS have agreed that it is necessary and desirable that COUNTY engage Denise Duffy & Associates, Inc., hereinafter, "CONTRACTOR", to provide continued services in preparation of an environmental impact report (EIR), attend public hearings and meetings on THE PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibit "1," and incorporated herein by reference as if fully set forth. COUNTY shall manage THE PROJECT work performed by CONTRACTOR.

C. COUNTY and PROJECT APPLICANTS 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 APPLICANTS' obligation to cover COUNTY'S cost of retaining CONTRACTOR and providing COUNTY staff to work on the EIR.

E. COUNTY and PROJECT APPLICANTS make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to the California Environmental Quality Act of 1970 (Public Resources Code Section 21000 et seq., hereafter "CEQA") and State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq., hereafter "Guidelines") and the Monterey County Code.

Funding Agreement No. 2
Jeffrey and Monica LaTourette Subdivision
Environmental Impact Report

F. COUNTY and PROJECT APPLICANTS acknowledge that a balance of \$257,521.00 has been deposited by PROJECT APPLICANT and remains on deposit with COUNTY pursuant to the FUNDING AGREEMENT for the Jeffrey and Monica LaTourette Subdivision Proposal, Environmental Impact Report, entered into between the COUNTY and PROJECT APPLICANTS on June 8, 2004, pursuant to Agreement No. A-09817 on file with the Clerk to the Board of Supervisors, County of Monterey, hereinafter, "FUNDING AGREEMENT NO. 1".

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

1. Deposit to Fund Professional Services Agreement and COUNTY Surcharge

a. PROJECT APPLICANTS shall deposit an amount equal to the base amount of the Professional Services Agreement between COUNTY and CONTRACTOR for preparation of the EIR, and the County Surcharge. This totals \$257,521.00 and includes:

\$190,756.00 Base Amount of Professional Services Agreement with CONTRACTOR; and

\$66,765.00 County Surcharge.

PROJECT APPLICANTS shall deposit \$257,521.00 with COUNTY Planning Department prior to August 15, 2006.

PROJECT APPLICANTS' deposit of \$257,521.00 with COUNTY shall be a condition precedent to COUNTY'S obligations under this AGREEMENT.

PROJECT APPLICANTS and COUNTY understand and agree that PROJECT APPLICANTS have a remaining balance of \$257,521.00 on deposit with COUNTY per FUNDING AGREEMENT No. 1.

PROJECT APPLICANTS and COUNTY understand and agree that PROJECT APPLICANTS are entitled to and shall receive credit for the remaining balance of \$257,521.00 on deposit with COUNTY per FUNDING AGREEMENT No. 1 and that the amount of \$257,521.00 shall be credited to PROJECT APPLICANTS for this FUNDING AGREEMENT No. 2.

b. PROJECT APPLICANTS shall make a second deposit in the amount equal to \$19,184.00 of the additional base amount of the Professional Services Agreement between COUNTY and CONTRACTOR for completion of the EIR, and in an amount equal to \$6,714.00 of the additional amount of the County Surcharge. This totals \$25,898.00 and includes:

\$19,184.00 Base Amount of the Professional Services Agreement with CONTRACTOR; and

\$6,714.00 County Surcharge,

PROJECT APPLICANTS shall deposit \$25,898.00 with COUNTY Planning Department on August 15, 2006.

PROJECT APPLICANTS' deposit of \$25,898.00 with COUNTY shall be a condition precedent to COUNTY'S obligations under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency

An additional fifteen percent shall be included in the Professional Services Agreement between COUNTY and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$31,491.00, and is subject to the procedures in *Transfer from Project Contingency Account* specified in Section III of Exhibit "A" of the Professional Services Agreement between COUNTY and CONTRACTOR, included in Exhibit "1", and incorporated herein by reference.

3. Maximum Budget Under AGREEMENT

The maximum which may be charged PROJECT APPLICANTS under this AGREEMENT is \$314,910.00.

CONTRACTOR'S base budget:	\$209,940.00
County Surcharge:	\$ 73,479.00
Project Contingency:	\$ 31,491.00
Maximum Charge under AGREEMENT:	\$314,910.00

Credit for funds on deposit with County per Funding Agreement No. 1: (\$257,521.00)

4. Engagement of CONTRACTOR.

COUNTY shall engage CONTRACTOR in accordance with the contract between COUNTY and CONTRACTOR dated August 15, 2006. CONTRACTOR shall be responsible only to COUNTY, and nothing in this AGREEMENT imposes any obligation on COUNTY or CONTRACTOR to PROJECT APPLICANTS other than to

devote the time and attention to preparing a legally adequate environmental impact report for THE PROJECT and related work. COUNTY shall provide direction and guidance to CONTRACTOR. CONTRACTOR's contact(s) with PROJECT APPLICANTS shall only be through COUNTY; and PROJECT APPLICANTS, its agents, employees, consultants, representatives or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop.

5. Payment(s) to CONTRACTOR and COUNTY.

a. CONTRACTOR

CONTRACTOR'S invoices shall be paid from funds deposited by PROJECT APPLICANTS; and shall be paid in accordance with the terms of Section II of Exhibit "A" of the Professional Services Agreement with CONTRACTOR, included in Exhibit "1" of this AGREEMENT. Should AGREEMENT be terminated prior to June 30, 2007, any unearned balance of the \$209,940.00 deposited by PROJECT APPLICANTS to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty days of receipt of notice of termination by COUNTY.

b. County Surcharge

A maximum County surcharge of thirty-five percent (35%) shall apply to this AGREEMENT (35% of CONTRACTOR'S base budget). This covers the EIR Consultant selection process, COUNTY project management and contract administration.

This surcharge is non-refundable and shall be distributed to the following County departments upon execution of this AGREEMENT:

Planning and Building Inspection:	30%
Public Works:	5%

c. Project Contingency

An additional fifteen percent (15%) covers potential contingencies, and transfer of any Project Contingency funds into the base budget shall require the approval of both COUNTY and PROJECT APPLICANTS, pursuant to Section III of Exhibit "A" of the Professional Services Agreement between CONTRACTOR and COUNTY, included herein as Exhibit "1". Within five (5) working days of receipt of a request from COUNTY, PROJECT APPLICANTS 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 APPLICANTS take more than five 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.

6. Relationship to Other Charges

PROJECT APPLICANTS and COUNTY agree that the expenditures associated with this AGREEMENT are in addition to the standard development application fees approved by COUNTY.

7. No Promise or Representation.

PROJECT APPLICANTS 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 APPLICANTS' funding obligation under AGREEMENT is undertaken without regard to COUNTY'S actions regarding THE PROJECT.

8. Term.

AGREEMENT shall become effective August 15, 2006 and continue through June 30, 2007, unless terminated pursuant to Paragraph 9 of AGREEMENT.

9. Termination.

AGREEMENT shall terminate on June 30, 2007, but may be terminated earlier by PROJECT APPLICANTS or COUNTY, by giving thirty (30) days' written notice to the other.

10. Entire Agreement.

AGREEMENT and its attachments constitute the entire agreement between the PROJECT APPLICANTS and COUNTY respecting the matters set forth herein. COUNTY and PROJECT APPLICANTS 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 APPLICANTS 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 APPLICANTS shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. Amendment.

This AGREEMENT may be amended, modified or supplemented only in writing by both COUNTY and PROJECT APPLICANTS.

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 Monterey County Board of Supervisors.

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 part has reviewed and revised 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 this AGREEMENT shall govern.

19. Relationship of Parties.

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

20. Indemnification.

PROJECT APPLICANTS 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. 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
Interim Director of Planning
County of Monterey
Planning Department
168 W. Alisal Street, Second Floor
Salinas, CA 93901

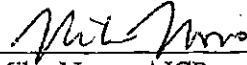
PROJECT APPLICANT: Jeffrey and Monica LaTourette
c/o Lombardo & Gilles
P.O. Box 2119
Salinas, CA 93902-2119

AND
APPLICANT'S
ATTORNEY Lombardo & Gilles
P.O. Box 2119
Salinas, CA 93902-2119

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing by certified mail, return receipt requested.

IN WITNESS WHEREOF, PROJECT APPLICANTS and COUNTY have executed AGREEMENT to be effective on the date first above written.

THE COUNTY OF MONTEREY


By: 
Mike Novo, AICP
Interim Director of Planning

Date: 8/22/06

PROJECT APPLICANTS

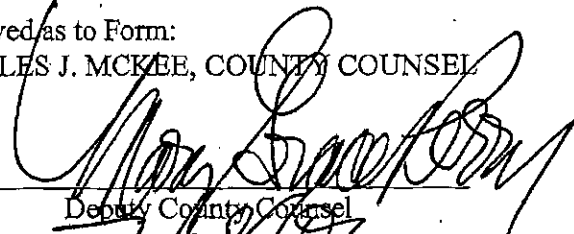
By: 
Jeffrey LaTourette, Joint Tenant

Date: 7-27-06

By: 
Monica LaTourette, Joint Tenant

Date: 7-27-06

Approved as to Form:
CHARLES J. MCKEE, COUNTY COUNSEL

By: 
Deputy County Counsel

Date: 7/28/06

EXHIBIT 1

PROFESSIONAL SERVICES AGREEMENT

BETWEEN

**PACIFIC MUNICIPAL CONSULTANTS
AND THE COUNTY OF MONTEREY**

FOR THE

LATOURETTE SUBDIVISION EIR

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$25,000)*

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 Denise Duffy & Associates, 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 completion of a legally certifiable Environmental Impact Report (EIR) for the LaTourette Subdivision and associated work as described in Exhibit A.**
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 \$ 241,431.00.
3. **TERM OF AGREEMENT.** The term of this Agreement is from August 15, 2006 to June 30, 2007, 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.** CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9. INSURANCE.

9.01. 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.

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

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

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

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

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

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

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

9.02. 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's and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
<u>Dalia M. Mariscal, Management Analyst II</u> Name and Title	<u>Denise Duffy, President</u> Name and Title
County of Monterey Resource Management Agency 168 W. Alisal Street, 2 nd Floor Salinas, CA 93901	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940
<u>Address</u>	<u>Address</u>
<u>831.755.8966</u>	<u>831.373.4341</u>
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 Manager

Date: _____

By: Neil Muro
Department Head (if applicable)

Date: 8/22/06

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form

By: [Signature]
County Counsel

Date: 7/28/06

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 7-31-06

Approved as to Liability Provisions
RISK MANAGEMENT
COUNTY OF MONTEREY
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: [Signature]
Risk Management¹

Date: 8/1/06

Denise Duffy & Associates, Inc.
Contractor's Business Name*

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

Denise Duffy, President
Name and Title

Date: 7/27/06

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

Denise Duffy, Secretary
Name and Title

Date: 7/27/06.

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 Risk Management is necessary only if changes are made in paragraph 8 or 9.

I. TASK DESCRIPTION

INTRODUCTION

The DD&A team will work closely with the County to provide a thorough and objective EIR. This will be achieved through a combination of agency coordination, responsive project management, and high performance standards. The EIR analysis will utilize existing data as a baseline, supplemented by project-specific technical studies. DD&A will conduct detailed evaluations of the primary issues associated with the project, and prepare an EIR for the subdivision in accordance with CEQA, County requirements, and professional standards. The EIR will evaluate all potential impacts, including cumulative impacts, and present feasible mitigation measures to reduce or eliminate these impacts where possible. Alternatives will be discussed that will avoid or reduce significant environmental impacts in conformance with CEQA. A detailed description of the methodology to be used to prepare this EIR is included in the scope of work presented below. To prepare the technical studies, the applicants shall submit a tree survey of the site prepared by their surveyor / civil engineer.

PROJECT UNDERSTANDING

The proposed La Tourette Subdivision project is located in a rural area of Monterey County known as the Prunedale Hills. It is located north of the Pesante Road/King Road intersection, approximately two miles east of Highway 101. The project area is composed mainly of rolling hills supporting some grazing and rural residential development. The property, which is currently developed with three single-family residences and supporting structures and infrastructure, is surrounded by undeveloped lands to the west, north, and east, and a partially developed 19-lot subdivision (Woodland Heights) to the south.

The project proposes a standard subdivision Vesting Tentative Map for the division of an approximately 47.8-acre parcel (APN 125-101-016) into 19 lots ranging in size from 1.8 to 11 acres. The project also includes grading (approximately 5,400 cubic yards) for construction of an access road. From King Road, there are two possible alternatives to access the site: through the extension of the existing main road in the Woodland Heights subdivision to the site or through the construction of a new access road off King Road in the southeast corner of the site. Environmental impacts of construction and use of both access roads will be analyzed in the EIR. The current zoning is Low Density Residential (2.5 acres/unit).

The project proposes the expansion of the existing Woodland Heights Mutual Water Company to provide water to the subdivision. However, according to Laura Lawrence from the County Health Department, that system does not have enough water to serve the lots already created in the adjacent Woodland Heights subdivision or the lots from the Gloria Willis subdivision. Also, that water system is still in the process of installing an iron and manganese treatment system. According to Ms. Lawrence, another well might

need to be installed to provide enough capacity. In addition, Ms. Lawrence stated that the LaTourette subdivision will not be "provided" water through the Salinas Valley Water Project (SVWP) and that the SVWP will be utilizing water from the Salinas River for irrigation purposes only. The potential for indirect benefits, if any, to the groundwater resources utilized by Woodland Heights Mutual Water Company will be summarized using existing information and consultation with the Monterey County Water Resources Agency (MCWRA)

The issue of paramount concern in the project area is clearly water and the interconnectedness of water-related issues (water supply, groundwater/hydrogeology, water quality, surface hydrology, drainage, and wastewater disposal). In recognizing this, DD&A selected a subconsultant that is not only familiar with the North County area and is currently working with the County on the Carlsen Estates project, but that would also bring a fresh and comprehensive approach to analyzing all water-related issues for the LaTourette Subdivision project. As can be seen in their scopes of work for each of these issues below, Questa Engineering Corporation invested significant effort in developing an understanding of the project-specific water-related issues and the County's requirements and in crafting a detailed methodology for addressing those issues to facilitate review by the Health Department and the defensibility of the EIR analysis. With the combination of DD&A possessing extensive storm water, water supply and wastewater planning experience, and Questa Engineers, the County would have the resources available to receive an EIR document that meets the needs of the County, the public and the regulatory agencies for accurate, concise and thorough disclosure of the key issues of concern.

SCOPE OF WORK

Task 1. Project Initiation, Scope of Work Revisions

This task includes initial review of the project and early consultation with the County and other responsible or interested agencies (as identified in the RFP). This task includes three rounds of submittal and review of a revised scope of work. DD&A will coordinate with County Planning staff to collect and review project and relevant site and background information, identify critical milestones, finalize the schedule, and determine appropriate paths of communication. This task also includes field visits and site reviews by specific technical team members. This scope does not include completion of the Notice of Preparation (NOP), which will be prepared by the County.

Meetings. This task also includes three (3) of the ten (10) total meetings requested in the RFP, specifically, two scope of work meetings, and one "kick-off" / site meeting with all team members and County staff. In addition, this scope of work in its entirety, includes the following meetings: thirteen (13) for DD&A staff and three for Questa Engineers.

Task 2. Prepare Administrative Draft EIR

Upon completion of Task I above and receipt of all comments on the Notice of Preparation, DD&A will prepare a detailed Administrative Draft EIR for the project, in accordance with the requirements of CEQA and the County of Monterey, including the County's EIR formatting guidelines and requirements. DD&A will submit ten (10) copies of the Administrative Draft EIR, and one electronic copy in Microsoft Word format to the County for review and comment.

Meetings. This task includes three (3) meetings/hearings. These include: a progress meeting during preparation of the ADEIR, a consultation meeting with County Counsel, and a meeting to address County comments on the ADEIR.

Topical Section Scopes of Work and Contents. At a minimum, the EIR will contain all the components described below.

Summary

A summary section will be included in the EIR to briefly describe the project and include a listing of all potential impacts and recommended mitigation measures. The summary will also identify areas of controversy and project alternatives evaluated in the EIR. Potential impacts will be identified as follows: *Significant Unavoidable Impacts*, *Significant Impacts That Can Be Mitigated to a Less-Than-Significant Level*, and *Less-than-Significant Impacts*. The summary will also include all initial comments received in response to the NOP regarding the preparation of the Draft EIR and the project. Subsequently, the summary will describe how these comments were addressed in the EIR by reference to the section or topic.

Project Description

The EIR will provide a detailed description of the proposed project based on information provided by the County and the project applicant. The project description will include the regional, vicinity and site location, project objectives, existing site characteristics, and relevant site and vicinity history. This section will illustrate with plans, photographs, and other graphics, aspects of the project including the following: 1) grading and engineering characteristics; 2) infrastructure improvements; 3) landscaping and design features; and 4) map showing adjacent Woodland Heights subdivision (to the extent these types of information are available when the EIR is being prepared). The project description will also identify intended uses of the EIR.

Environmental Setting, Impacts, and Mitigation Measures

The EIR will include a discussion of existing conditions at appropriate geographical levels in accordance with the issues being addressed. The EIR will identify environmental impacts of the project using significance criteria (i.e., thresholds of significance) to determine the level of impact for each identified issue. The project impact section will present potentially significant impacts, and identify mitigation that

EXHIBIT 2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

avoids or reduces impacts to a less-than-significant level where possible. The EIR will analyze and address the following issue areas:

1: Hydrogeology and Groundwater Quality

The hydrogeology and groundwater quality analysis will be completed by Questa and will incorporate the following approach:

X The background data review for the hydrogeology section will include a review of:

- Groundwater studies prepared by or for the County (i.e., studies available from the Monterey County Water Resources Agency, and the County Environmental Health Division);
 - The Central Coast Regional Water Quality Control Board *Basin Plan* will be reviewed for beneficial uses and groundwater quality objectives;
 - The Department of Water Resources Water Data Library for information on groundwater quality and well water levels in the project area; and
 - The USDA Soil Survey of Monterey County, and geologic and topographic maps of the project environs.
-
- A site review will be conducted to observe the property with respect to proposed subdivision plans and existing uses. Special focus will be given during the site visit to the observation of such factors as drainage patterns and features, topography, existing well locations, vegetation, soil and geologic exposures.
 - A Hydrogeologic Report for the project will be prepared to fulfill the requirements described in Monterey County Code Chapter 19.03.015(L)(3)(C). As noted in tasks described below, much of the information that is required in the Hydrogeologic Report will apply directly to the background setting and impact analyses for many of the water resources-related sections of the EIR (i.e., Hydrogeology and Groundwater Quality, Surface Water Hydrology and Water Quality, and Drainage). Items that will be completed as part of the Hydrogeologic Report, and then presented in pertinent sections of the EIR, have been marked with an asterisk (*) throughout this work scope.
 - Pertinent aspects of the hydrogeology and ground water quality will be reviewed and described, including a description of the aquifer and groundwater conditions. The following will be performed to complete the hydrogeology environmental and regulatory setting of the report:
 - A review and description of purpose, scope, and location of the proposed project as it relates to hydrogeology and groundwater quality;

EXHIBIT - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Historic rainfall and evapotranspiration data for the area will be quantified based upon climate data available for project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; and *
- Applicable Federal, State, and Local regulations, including the Monterey County Water Conservation Ordinance, will be reviewed and described.
- The following will be performed to complete the impact analysis and discussion of hydrogeology and groundwater quality:
 - Significance criteria will be developed and described.
 - The potential regional source of water (Highlands South Aquifer) for the project will be described and how it may be supplied to the site (i.e., the Woodland Heights Mutual Water Company). The latter will include the specific potable water requirements for the project and how their use may affect the existing water systems in the area.
 - Information regarding Woodland Heights Mutual Water Company including the number of connections, annual/daily production, and required amendments to add new connections.
 - The Groundwater Resources for the project will be quantified and discussed to include the following:
 - Hydrogeologic environment will include aquifer identification and characterization, groundwater basin delineation, well yields and a characterization of soils; *
 - Groundwater levels and flow will include a discussion of groundwater levels, a groundwater contour map, and a discussion of any seasonal and/or long-term fluctuations. This section will also include a discussion of the proposed recharge areas and the amount of recharge will be quantified using monthly time-step water balance methodology. It will also consider potential impacts of pumping on neighboring wells based on information supplied by the applicant. (Note: If it is determined that new wells and/or significantly higher pumping rates are required to serve the project, additional work may be required); *
 - Groundwater in storage will be quantified by discussing the amount of groundwater in storage and the amount that can be recovered; and *
 - Groundwater quality will be discussed and any impacts on the groundwater by the proposed project will be discussed and mitigation measures listed. *
 - A qualitative discussion of the benefits, if any, that may occur to the groundwater resource conditions of the project will be provided based

EXHIBIT - SCOPE OF SERVICES/PAYMENT PROVISIONS

solely on existing information from MCWRA that describes groundwater conditions upon implementation of the Salinas Valley Water Project.

- An assessment of existing and proposed water usage will be provided. Based upon the project description water usage will be estimated and divided among landscaping, fire flow requirements and domestic use. Questa will estimate existing and proposed usage based upon County standards or flow records for other projects in the area. The source of the information and the method of calculations will be documented. *
- A monthly water balance for the proposed project will be calculated and described. Groundwater recharge will include ground water inflow plus the average annual precipitation, minus evapotranspiration, runoff or stream flow, and any supplemental recharge provided by the project (e.g., stormwater infiltration) and soil moisture demands. The net groundwater recharge, minus any existing demand and the proposed project water demand, equals the change in groundwater storage. *
- Any known water supply problems in the area that affect the proposed project will be described. Cumulative effects of future projects of similar size supplied by the same aquifer will also be described. This assumes a list of cumulative projects will be identified and provided by the County.
- Project consistency with the Monterey County Water Conservation Ordinance will be discussed.
- Based upon the description to be provided by the applicant, the method, type, and extent of wastewater disposal will be described (see also **Wastewater Treatment and Disposal** below).
- The quality and quantity of wastewater discharged by the proposed project will be described. Quantity figures will include both daily average and peak wastewater flows. Quality figures will include estimated nitrate concentrations, and all other constituents as determined by the Division of Environmental Health and the State Regional Water Quality Control Board. *
- All existing and future sources of nitrate loading within the study area will be identified and described. The potential for surface water contaminants to enter aquifers in the vicinity of the proposed development area will also be discussed. *
- A nitrate loading analysis for the proposed project will be performed and discussed. Based upon readily available information, the long-term nitrogen/nitrate balance of the impacted aquifer will be calculated using a chemical-water balance approach. The source of any nitrate contamination will be included along with the effect of the proposed project on the nitrate balance and the overall potability of the groundwater supply. The County

EXHIBIT 2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Division of Environmental Health will be consulted for special concerns or requirements. *

- The average daily and peak nitrate-loading rate per acre for the existing and proposed project will be calculated and described. *
- The aquifer impacted by the wastewater and/or sewage discharge will be identified and discussed in terms of existing and future water balance both with and without the project.

Based upon the impact evaluation, mitigation measures will be recommended and described. If necessary, alternative project designs (i.e., reduced number of units) and locations will be identified to mitigate adverse project impacts. Recommendations concerning water conservation measures, including water reclamation and retention ponds, will also be explored. The potential for employing additional methods to enhance the percolation of stormwater as recharge for local groundwater supplies on the project site will also be considered as a mitigation measure, if the proposed recharge/percolation pond is not found to be sufficient.

At the request of Monterey County, the scope of work will include analysis of the adjacent, existing subdivision (Woodland Heights Subdivision) with respect to cumulative/conjunctive runoff and water balance mitigation measures. For this analysis, the two subdivisions will be examined as one "watershed area" to determine whether or not groundwater recharge requirements and peak runoff detention can potentially be achieved through shared (i.e., conjunctive use) recharge-retention facilities and by considering the water balance calculations as a cumulative issue for the two subdivisions taken as a whole. Maps, reports and other background materials for the existing/adjacent subdivision will be reviewed and hydrologic/water balance calculations will be made. A reconnaissance field survey will be made of the adjacent subdivision area; however, the scope of this analysis does not include any physical exploration or testing within the adjacent subdivision. Based on the results of this analysis, a recommendation will be made regarding the benefits or need for pursuing conjunctive water resource mitigation for the two subdivisions.

To ensure fire flows can be met, the North County Fire District will be contacted regarding fire flow requirements for the subdivision. Methods of treatment of drainage or sewage that will bring water quality to acceptable levels to re-enter aquifers will be identified and described. The Monterey County Health Department will be consulted to set and identify water quality standards for the project as part of the significance criteria development.

2: Surface Water Hydrology and Water Quality

The background data review for the surface water hydrology and water quality section of the report will include a review of:

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Existing surface water studies in the project vicinity, including the Salinas Valley Water Project Report, reports and/or data available for the Woodland Heights Mutual Water Company (e.g., *Drinking Water Source Assessment*), and surface water studies prepared by or for the County; *
- The Central Coast Regional Water Quality Control Board *Basin Plan* will be reviewed for beneficial uses and water quality objectives of project site or receiving water bodies;
- Drainage and project site information available from the "Vesting Tentative Map" prepared by Monterey County Surveyors, Inc.; and
- The USDA Soil Survey of Monterey County, and geologic and topographic maps of the project environs.

Pertinent aspects of the surface water hydrology and water quality will be reviewed and described, including a description of the existing watershed conditions, drainage patterns, and major tributary streams within or downstream of the property. The following will be performed to complete the surface hydrology and water quality setting of the report:

- A review and description of purpose, scope, and location of the proposed project as it relates to surface water hydrology and water quality;
- Historic rainfall and evapotranspiration data for the area will be quantified and described based upon climate data available for project vicinity. An isohyetal map and a discussion of any long-term fluctuations will be included; *
- Pertinent water quality background information from the review of existing surface water studies, and water quality data in the project area will be summarized; specifically, conclusions or recommendations from these studies will be highlighted;
- Floodplains in the project site and any aquifer recharge areas in the site and/or the project's vicinity will be identified. Floodplains will be identified based on current Federal Emergency Management Agency (FEMA) floodplain mapping available for the project area. However, based upon a preliminary search of the FEMA floodplain maps, the project site is not within a designated flood hazard area; and *
- Beneficial uses and water quality objectives identified in the *Basin Plan* for project site or receiving water bodies in the project vicinity will be summarized and described.

The following will be performed to complete the impact analysis and discussion of surface water hydrology and water quality:

- Significance criteria will be developed and described;

EXHIBIT A SCOPE OF SERVICES/PAYMENT PROVISIONS

- A map showing all watershed and drainage features will be provided and described. Any wetlands will be identified and the impacts of the proposed project on them will be discussed;
- Existing stream flow conditions for the project site will be quantified along with a discussion of the water quality. A discussion of the stormwater drainage caused by the proposed project's impervious surfaces and how it will be controlled will be included, including potential for recharge capacity. An analysis of the potential for the beneficial use of captured stormwater will be included. It is assumed that the applicant will provide an appropriately scaled base map and project plans in electronic format for use by Qesta. The electronic map will be used to identify and measure existing and proposed impervious areas, to delineate and measure drainage areas and features, and for report graphics; and *
- Potential changes in surface runoff water quality resulting from development of the subdivision will be investigated and described. This will consider existing surface water quality conditions (to the extent that they are known), and likely changes in the type and amount of runoff pollutants associated with site development. Surface runoff management practices and design features planned for the project will be taken into account in this analysis. Surface runoff water quality effects are anticipated to be related to primarily erosion and sedimentation, but other effects from street runoff and residential development will also be considered.

Mitigations will be identified for hydrologic-surface runoff impacts determined to be significant under the proposed or alternative projects. Mitigations may include such measures as limitations on the scale of development, avoidance of critical watershed areas, design/management practices, stormwater detention, and implementation of water quality best management practices. Although the project does not appear to be in a flood hazard area, flood mitigation requirements will be identified, as appropriate.

3: Drainage

The background data review for the drainage section of the report will include a review of:

- Drainage and project site information available from the "Vesting Tentative Map" prepared by Monterey County Surveyors, Inc.; and
- County documents, files, and/or maps relevant to on- and off-site drainage infrastructure.

To complete the drainage environmental and regulatory section of the report, the existing (including any existing wetland areas) and proposed drainage system for the project site and downstream receiving waters will be described. The following will be performed to complete the impact analysis and discussion of drainage:

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- Significance criteria will be developed and described;
- Proposed and required drainage facilities will be reviewed and evaluated for adequacy to meet County requirements. Based on the "Vesting Tentative Map", the applicant proposes to use an existing pond and proposed new retention/recharge pond for stormwater treatment, control, and/or recharge. To estimate the adequacy of these ponds to meet the County's stormwater runoff requirements, Questa will perform a peak runoff analysis (e.g., rational method) and modified rational method analysis (i.e., to obtain runoff storage requirements);
- As necessary, the project will be reviewed to determine if existing County infrastructure will be adequate to handle stormwater runoff, or if improvements would be necessary to accommodate the additional runoff. (Note: Compliance with County requirements for onsite attenuation of peak flow is intended to eliminate impacts on offsite infrastructure);
- Potential on- and off-site erosion and drainage impacts from the proposed development will be identified and described; and
- Potential impacts to the project from off-site drainage conditions will be identified and described.

Based upon the results of the impact analysis, mitigation measures for impacts to on- and off-site drainage will be identified. As appropriate, these recommendations will address:

- Project drainage issues to include maintenance and monitoring program;
- Drainage system improvements needed to accommodate project-related drainage;
- Funding instruments either existing or needed for improvements to the drainage system to accommodate the new project;
- Measures to retain stormwater run-off resulting from a "10 year" occurrence ("20 year" for Coastal Zone).
- Measures to address "100 year" storm occurrence for on-stream facilities, or for facilities within the flood plain; and
- Site management measures, including landscape and revegetation plans, and monitoring programs to ensure the long-term success of these plans.
- Potential impacts to any identified wetlands within the project boundaries.

4: Wastewater Treatment and Disposal

The following presents the work scope for the evaluation of on-site septic system suitability for the proposed LaTourette Subdivision. The proposed subdivision would create 19 lots on the 47.8-acre parcel, all of which would be served by individual on-site septic systems. The three single-family dwellings on the site are currently served by on-site septic systems.

- All relevant background information on the property will be compiled and reviewed. This is expected to include correspondence, reports, and any additional information that may be available from the Monterey County Environmental Health Division on the existing septic systems on the property. Additionally, information relative to the septic systems in the general project vicinity (i.e., neighboring properties) will be investigated through review of the Monterey County Environmental Health Division files.
- Questa will perform soils and percolation testing in accordance with standard procedures specified by the Monterey County Environmental Health Division. The Division will be contacted prior to proceeding with the testing to review the scope of work and, as appropriate, to observe testing. Soil and groundwater conditions and percolation rates will be evaluated and included in the description of the environmental setting, and will be used to evaluate potential impacts to groundwater quality from the proposed systems. For budgeting purposes, it is assumed that one 15-foot-deep soil profile test pit and one 5-foot-deep percolation test pit will be drilled on each of the 19 proposed lots. It is assumed that the areas of soil and percolation testing will be identified by the applicant, and will correspond to the areas being proposed to be used for on-site wastewater treatment and disposal. Additionally, one soil profile test pit and percolation test will be performed in the area proposed to be used as the retention/recharge pond to verify recharge rates in the proposed pond.
- All relevant background information on the existing septic systems on the property and in the project area will be described in the environmental setting; additionally, soil and percolation testing results will be summarized in this section of the report. The following information will also be included:
 - Description of the existing septic systems on the project site in terms of maximum capacity, permitted capacity, existing demands, and future demands (i.e., with and without project); and
 - Summary of current Monterey County Environmental Health Division sewage disposal regulations, and a summary of the Central Coast Regional Water Quality Control Board's Basin Plan policies, requirements, and prohibitions regarding on-site sewage disposal systems.
- An evaluation will be made of the suitability for the proposed subdivision of the use of individual on-site septic systems, based on the available background data, and soil

EXHIBIT D - SCOPE OF SERVICES/PAYMENT PROVISIONS

and percolation testing. The basis for evaluating septic suitability and potential impacts will include the following:

- Significance criteria will be developed and described;
- The extent and type of wastewater treatment of the proposed system as compared to the specific treatment requirements of the Central Coast Regional Water Quality Control Board, and the Monterey County Health Department; and
- An evaluation of the existing and proposed septic disposal fields for size, capacity, location, and proposed utilization for:
 - Vegetation or tree removal necessitated by the system's installation on a per lot basis;
 - Maximum allowed design rates and effluent loading rates; and
 - Special buffer zones or setbacks from treatment facilities, disposal areas, adjacent properties, and any identified wetlands within the project boundaries.
- The project proposes to use individual on-site wastewater treatment and disposal; however, if off-site systems or County facilities are necessary for wastewater treatment and disposal the following will be investigated and discussed as additional work:
 - Legal procedures and/or agreements necessary to facilitate treatment improvements and/or serve the subject property;
 - Infrastructure capacity and annexation; and
 - Project impacts on expansion or replacement of existing off-site facilities.
- Based upon the findings of the impact analysis, mitigation measures will be developed and described. Mitigation measures will address County requirements and design features, covering such issues as bonding, loading rates, and alternative locations and design.

5: Water Supply

- The background data review for the water supply section of the report will include a review of existing reports and/or data available for the Woodland Heights Mutual Water Company (e.g., *Drinking Water Source Assessment*). *
- The following will be performed to complete the water supply environmental and regulatory section of the report:

EXHIBIT - SCOPE OF SERVICES/PAYMENT PROVISIONS

- The application proposes the expansion of the Woodland Heights Mutual Water System to provide potable water for the project. The water system will be described in terms of the number of connections, existing and required long-term supply, including supply for the proposed subdivision in terms of requirements by Environmental Health, and necessary infrastructure extension to deliver water to the project site;
- The proposed locations and sizes of existing and proposed well, tank, and access easements will be illustrated as necessary; and
- Legal requirements necessary to provide water service for the project will be identified and discussed (e.g., acquiring and recording easements, water agreements, incorporations, annexing to service districts, spheres of influence, Public Utility Commission regulations, and County Use Permit for amendment of water system to increase the number of connections).
- The following will be performed to complete the impact analysis and discussion of water supply:
 - Significance criteria will be developed and described;
 - Expected short-term and long-term demands imposed by the project will be quantified and described to show how the project will impact the water system. These demands will be expressed in terms of numerical volume, fire flows, and as a percentage both compared to existing and future capacity of adjacent and area-wide delivery systems;
 - Water delivery system facility/infrastructure improvements to provide adequate supplies for the short-term and long-term needs will be identified and described;
 - The temporary water capacity (i.e., storage facility) and demand for long-term capacity (stream flows, reservoirs, and groundwater capacity) will be described. Cumulative and indirect impacts related to capacity and the delivered water supply will be discussed;
 - A discussion of how increased demand from the project might degrade existing and future conditions, including long-term water supply for the existing users within the water system, maintenance and operation of the water system will be included;
 - Alternative water supply options will be discussed (e.g., including consolidation and/or expansion of other water systems adjacent or in the vicinity, forming or annexing to water districts or service areas); and
 - Where water treatment will be required to comply with drinking water standards of Title 22, CCR, additional improvements, easements, and service agreements will be discussed.

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- Based upon the findings of the impact analysis, mitigation measures will be developed and described. Such measure may include:
 - Installing or bonding the water system improvements and any appurtenances needed to and within the project area. Final improvement designs and any associated fees for review and approval may be required prior to installation or bonding;
 - Providing a letter from the local fire district prior to installation or bonding that the proposed improvements meet fire flow standards; and
 - Submitting evidence that all necessary easements, dedications, legal agreements have been properly recorded and/or executed.

6: Biological Assessment

The scope of work for the BA includes the following:

- X DD&A will visit the site to assess the environmental conditions of the site and its surroundings. In addition, pre-survey research will be conducted utilizing available resources, including California Department of Fish and Game California Natural Diversity Database (CNDDB), California Native Plant Society (CNPS) lists, local experts, and other published and unpublished materials as related to CEQA requirements. The field review will provide an evaluation of general habitat features and environmental constraints at the site and within the local vicinity, and provide a basis for recommendations to minimize or avoid impacts. During the site visit, an inventory of plants and animals observed within the project site will be conducted. In addition, sensitive habitats within the project site will be identified. The initial site visit may be followed by additional site visit(s), as necessary, due to temporal constraints related to the timing of wildlife or botanical identification (i.e., breeding season or flowering period). The initial site assessment will also include a review of on-site habitats for the potential presence of special-status plant and wildlife species. Based on the findings, it may be necessary to perform species-specific or protocol-level surveys for a number of special-status plant and wildlife species. In many cases, particularly in areas with appropriate habitat and recently reported occurrences of special-status species, presence may be assumed and species-specific or protocol-level surveys may not be required. However, species-specific or protocol-level surveys may be required to determine presence or absence in marginally appropriate habitat and/or in areas with no previous occurrence data. *These would be out-of-scope and would require a contract amendment if they are determined to be necessary.*
- X DD&A will contact responsible and interested agencies and organizations that have knowledge of affected resources and jurisdiction over or will be affected by the project to ensure that potential environmental issues are addressed. This communication will also be conducted in order to generate mitigation measures to

EXHIBIT - SCOPE OF SERVICES/PAYMENT PROVISIONS

minimize or avoid potential impacts. DD&A anticipates contacting and/or meeting with representatives of the following agencies:

- X California Department of Fish & Game (CDFG)
 - X California Native Plant Society (CNPS)
 - X California Regional Water Quality Control Board (RWQCB)
 - X U.S. Army Corps of Engineers (Corps)
 - X U.S. Fish and Wildlife Service (USFWS)
 - X California State Lands Commission
- X The BA will be prepared in compliance with CEQA and all other applicable policies, plans, and regulations. The BA will include documentation of the biological resources in the project area and an assessment of the impacts of the project on those resources. The BA will provide an analysis of the short-term (e.g., construction phase) and long-term impacts (e.g., loss of habitat or habitat fragmentation), as well as cumulative impacts. This analysis will provide recommendations on the level of the potential impacts and mitigation measures, and include mitigation that can be included in the project design.
- X The BA will provide a description of the environmental setting, both regionally and locally, and provide a description of the existing biological resources that occur or have the potential to occur within the project site (i.e., special-status plant and wildlife species, and sensitive habitats). Sensitive habitats known or with the potential to occur within the project site include central maritime chaparral, oak woodland, riparian, and wetlands. In addition, the project site is located within Critical Habitat Prunedale Unit G for Monterey spineflower, designated by the USFWS. Based on the RFP and Biological Report prepared by Jud Vandevere and Associates for the Woodland Heights Subdivision, the project site has the potential to contain the numerous special-status species identified on the adjacent property. The BA will describe the habitats within and adjacent to the project site, including sensitive habitats included on the CNDDDB list of sensitive or other regulated habitat types. Impacts to sensitive habitats within, and indirect impacts to sensitive habitats adjacent, to the project site will be assessed.
- X The BA will identify any important wildlife corridors and address potential impacts resulting from the project. The BA will describe the potential physical connection of all the habitats within the project site, and the regional distribution and restriction of the existing habitats. Due to the undeveloped nature of the project site, development of the project may have indirect impacts on surrounding habitats and wildlife corridors (e.g., riparian corridors). The importance of wildlife corridors within the project site and potential indirect impacts to surrounding habitats and wildlife corridors will be described and evaluated, in accordance with CEQA, taking into account the existing and future development and wildlife corridor easements within the adjacent Woodland Heights Subdivision. The BA will also identify any potential impacts to existing biological resources associated with the development of the project site, including

public access, domestic pets, and fencing. The BA may find that these potential impacts require mitigation to establish acceptable long-term maintenance of the habitat remaining within the project site.

7: Land Use and Consistency with Plans & Policies

The project site is located in a rural area composed mainly of rolling hills supporting some grazing and rural residential development. The property, which is currently developed with three single-family residences and supporting structures and infrastructure, is surrounded by undeveloped lands to the west, north, and east, and a partially developed 19-lot subdivision (Woodland Heights) to the south. The land use section will address the project's consistency with applicable land use plans and policies. This section of the EIR will include the following:

- X Present the historical, present, and proposed uses on the project site and in the surrounding area.
- X Address the project's consistency with applicable land use plans, policies, and programs including those in the County's General Plan, North County Area Plan, County codes, and relevant agency guidelines (e.g., Monterey Bay Unified Air Pollution Control District Air Quality Management Plan and CEQA Guidelines, AMBAG regional studies, Central Coast Regional Water Quality Control Board Basin Plan).
- X Recommend mitigation measures for identified impacts, in order to make the project consistent with planning policies and more complementary to surrounding land uses, as necessary.

8: Population and Housing

- X Describe the existing population and housing characteristics of the County as a whole and North County in particular, and evaluate the effects of providing additional housing.
- X Describe the County's affordable housing program and the project's consistency with this program.
- X Describe the existing jobs/housing balance in the County, and the cumulative effect of developing additional residential uses.
- X Recommend mitigation measures for identified impacts, in order to make the project consistent with housing goals, if necessary.

9: Geology/Soils/Geotechnical Issues

The proposed development will occur within the Watsonville Lowlands region, between the Prunedale area and the city of Salinas. The Watsonville Lowlands region is dominated by a relatively down-dropped basin filled with sediments of mid to late

EXHIBIT - SCOPE OF SERVICES/PAYMENT PROVISIONS

Quaternary age. The primary geologic hazards posed to the proposed development will likely be intense seismic shaking and erosion. There is a remote possibility that the property may also be affected by liquefaction (and the attendant processes of lateral spreading and settlement) and landsliding.

Geology: Haro, Kasunich & Associates (HKA) will conduct an analysis of the combination of geology, soils, and geotechnical issues related to the project site and project development.

HKA will prepare a geologic and geotechnical report for the LaTourette Subdivision project. The purpose of the geologic evaluation will be to: 1) perform a detailed site-specific engineering geology investigation for the proposed subdivision (the report will conform to the California Geological Survey Note #42 - Guidelines for Geologic/Seismic Reports); 2) provide recommendations for additional technical investigations, if warranted; 3) prepare a narrative description of the project geologic setting; and 4) evaluate potential project impacts and provide mitigation recommendations for potentially significant impacts with respect to geology.

The geologic evaluation will include:

- X discussion of the general geologic setting;
- X qualitative evaluation of existing geologic hazards, including ground stability, seismic shaking potential, soil liquefaction and lateral spreading hazard, and ground surface rupture hazard due to faulting, with an assessment of project impacts on land stability and proposed mitigation recommendations, as warranted;
- X erosion hazard, including potential project impacts and recommendations for mitigating project impacts, as needed, both during construction and following project completion; and
- X site drainage conditions and potential project impacts as they pertain to geologic processes, with mitigation recommendations;

Specific tasks associated with preparing the geologic evaluation include:

- X review of geology literature and maps relevant to the proposed project;
- X contacts with personnel from relevant regulatory agencies;
- X review of stereographic aerial photos of the project site;
- X field reconnaissance of the subject site;
- X analysis of the data, including a qualitative evaluation of existing ground stability, seismic shaking potential, including earthquake related ground effects such as soil

EXHIBIT 2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

liquefaction and lateral spreading, ground surface rupture hazard due to faulting, erosion hazard and erosion control recommendations;

- X preparation of a written report summarizing the geologic evaluation of the project, including: summary of the geologic setting of the project; identification of potential geologic impacts from the project; discussion of mitigation measures; discussion and summary of potential geologic hazards and risks posed to the proposed development, including recommendations for prudent development guidelines.

The geologic scope does not include the following: responses to reviews of their reports (i.e., to reviews that may be carried out by local regulatory agencies or by other agencies/consultants); additional work that may be required subsequent to changes in the grading, foundation and improvement plans, including the geologist's further reviews of such amended plans; and observation and testing during construction.

Soils/Geotechnical Issues: Haro, Kasunich & Associates, Inc. (HKA) will prepare a feasibility level geotechnical study¹ for the project. As the project is in a conceptual design phase, HKA's objective is to develop a general overview of geotechnical and geologic conditions at the property, in order to delineate potential problem areas, identify possible project constraints, and develop a subsurface investigation work plan to address critical issues at future phases of the project. HKA will consult with their geologist to discuss their respective findings. These tasks will provide a general overview of geotechnical issues affecting the project site and will identify areas of specific study to be focused upon during future design phases of the project.

Specific tasks associated with preparing the feasibility level geotechnical study include:

- X HKA will acquire, review, and compile available, geotechnical information pertinent to the proposed subdivision, followed by visual field reconnaissance of the project site. On the basis of literature review and field observations HKA will develop preliminary concepts of general geotechnical issues affecting the proposed project;
- X A subsurface investigation will be limited to exploratory borings drilled at selected sites. HKA will retain a geotechnical-related drilling company to perform the necessary drilling operations to obtain soil data and selective soil samples. The scheduled drilling is 12 test borings drilled from 20 to 30 feet. In-situ testing and sampling will be performed at selective depths to establish basic soil characteristics. Soil profiles will be developed during drilling and modified as required based on the laboratory index property test results. It is assumed that for this phase of the site investigation, test-boring sites will not be located in areas that require permitting from public agencies.

¹ It is important to note that the scope of work for this investigation is intended to produce feasibility level conclusions and recommendations for the proposed development. It is not HKA's intent to provide specific design recommendations for the development at this stage of planning, such as is typically done at later phases (design-level studies).

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

- X Selective samples will be used to determine qualitative soil characteristics. Moisture content, unit weight, Atterberg Limits, and grain size distribution of selective samples will be determined.
- X Data will be used to evaluate the geotechnical-related issues for the property. HKA will discuss qualitative geotechnical issues pertaining to subsurface conditions at the specific drill sites, and in more general terms where the data is extrapolated and/or is based upon observations.
- X HKA will prepare a feasibility level geotechnical report presenting the factual information disclosed by the geotechnical exploration. The report will also address the geotechnical issues of engineering and construction significance to the proposed project. These topics will include: geologic hazards, description of the subsurface conditions where known, ground behavior and related construction difficulties, groundwater conditions, influence of geologic and geotechnical conditions on pre-design features, and recommendations for future phases of geologic and geotechnical investigations.

10: Traffic and Circulation

The transportation section of the EIR will be based on a traffic analysis that will be performed for the proposed subdivision by Hexagon Transportation Consultants, Inc. The traffic analysis will be prepared in accordance with the County's requirements and standards. The study will determine the traffic impacts of the proposed project on the highways, roadways, and intersections in the vicinity of the site. The key roads and intersections in the vicinity are:

- X U.S. 101
- X Pesante Road
- X King Road
- X Cross Road
- X U.S. 101/Pesante Road
- X Harrison Road/Russell Road

The following tasks will be performed by Hexagon as part of the traffic and circulation analysis.

- X The physical characteristics of the site and the surrounding roadway network will be reviewed to identify existing roadway cross-sections, pedestrian and bicycle facilities, intersection lane configurations, traffic control devices, and surrounding land uses.
- X Existing AM and PM peak-hour traffic volumes will be counted at the study intersections. Daily traffic counts will be obtained from Monterey County and Caltrans.
- X The existing traffic conditions on the roadways will be described. Traffic operations at the key intersections will be evaluated with the 2000 Highway Capacity Manual level of service methodology using current AM and PM peak-hour volumes. Monterey County level of service guidelines will be followed for all intersections.

EXHIBIT 1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- X A list of approved developments located in the study area will be obtained from Monterey County. Traffic volumes from approved developments will be added to the existing AM and PM peak-hour volumes to obtain traffic volumes for background conditions. The U.S. 101/SR 156 interchange currently is under construction. The background scenario will assume completion of the interchange. Traffic estimates at completion will be obtained from Monterey County or Caltrans. Intersection level of service under background conditions will be evaluated using the HCM methodology.
- X New trips generated by the proposed project will be estimated using applicable vehicular trip generation rates.
- X The directional distribution of site-generated traffic will be forecast based on existing travel patterns, relative locations of complementary land uses in the area, and information from previous traffic studies conducted for developments in the area. The site-generated traffic will be added to the roadway network based on the directions of approach and departure.
- X Project-generated traffic will be added to background traffic volumes. Intersection and freeway levels of service under project conditions will be evaluated. The ability of the roads around the project site to accommodate additional traffic will be evaluated. Existing and proposed roadway cross-sections will be compared to County standards.
- X Traffic volumes will be factored up to the date of the proposed project opening and other proposed development will be added to calculate cumulative traffic conditions. Intersection levels of service will be calculated.
- X Based on the results of the level of service calculations and roadway analyses, impacts of the site-generated traffic will be identified and described. Recommendations will be formulated that identify the locations and types of improvements or modifications necessary to mitigate significant project impacts.
- X Analysis of traffic increases on Woodland Heights Drive as well as potential road infrastructure improvements that may be required to provide main vehicular access to the proposed subdivision and, as an alternative, improving the existing dirt access off North King Road.

11: Air Quality

The air quality impacts will be addressed through an analysis to be conducted by DD&A's Air Quality Specialist, Alison Imamura. This section will:

- X Describe the existing local atmospheric conditions relative to climate and air pollution, historical air quality data for the vicinity, and sources of air pollution in the area. Identify sensitive receptors (i.e., residences) in the project area
- X Discuss the relevant regulatory provisions, criteria, and applicable thresholds of the Monterey Bay Unified Air Pollution Control District (MBUAPCD) and state and federal ambient air quality standards.

EXHIBIT 12 SCOPE OF SERVICES/PAYMENT PROVISIONS

- X Discuss short-term air quality impacts during construction resulting from dust and exhaust emissions from equipment and vehicles.
- X Include an air quality analysis (using the most recent available versions of CALINE and URBEMIS models) in accordance with guidelines established by the MBUAPCD to determine whether project emissions could exceed District standards in the short term or long term. Project review for consistency with the Air Quality Management Plan will be also conducted.
- X Describe the project's conformance with applicable air quality standards, and provide mitigation for any significant impacts.

12: Noise

The project site is located in a relatively remote area, where the only source of noise is from traffic generated on nearby streets. Both the short-term and long-term noise impacts of the project will be evaluated in the EIR, based on a noise analysis prepared by Illingworth & Rodkin, Inc. This section will include the following:

- X Describe the existing noise conditions on the site and surrounding area based on field noise measurements. These measurements would establish the baseline noise environment used to determine noise impacts.
- X Summarize the applicable noise standards and policies in the Monterey County General Plan (Section 22) and the County Noise Ordinance (County Code Title 10.6).
- X Assess noise impacts, based on the measured noise data and future traffic projections. This data will be used to assess the potential noise impacts resulting from project-generated traffic noise or construction noise at existing residences adjacent to the project site. Future noise levels will be compared against County guidelines and standards and appropriate CEQA significance criteria.
- X Assess noise from potential additional traffic through the Woodland Heights subdivision on existing residences.
- X Identify noise impacts during construction activities that could adversely affect nearby sensitive land uses and/or violate applicable standards or ordinances.
- X Identify mitigation, such as barriers or other attenuation measures, for significant noise impacts.

13: Visual/Aesthetics

Natural hillside and rural residential uses characterize the site and surrounding area. The EIR will describe the existing visual setting of the project area in terms of physical attributes, aesthetics, vista, glare, and nighttime lighting levels. Photographs of the existing site will accompany the text. The EIR will analyze the potential visual impacts

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

from project grading, tree removal, and the introduction of 19 homes onto a presently largely undeveloped site. The EIR will recommend mitigation measures to reduce visual/aesthetic impacts to a less-than-significant level, such as appropriate site layout, landscaping, and design features.

14: Utilities & Public Services

The EIR will describe public services and utilities serving the existing site, in accordance with the requirements in the RFP. The EIR will quantify the increase in demand and availability of public services, including police protection, fire protection, emergency medical services, roadway maintenance, solid waste disposal, schools, and park and recreation facilities. This section will also address utilities and energy. The EIR will evaluate the ability of existing services and utilities to serve the project, focusing on potential constraints. Mitigation will be identified for any significant impacts on public services and utilities. As described above, a detailed evaluation of water supply and wastewater disposal will be provided.

15: Forestry Report (within the Biological Resources section)

Stephen Staub, as a contract employee of DD&A will prepare the analysis for forestry and tree resources in the EIR. Staub has reviewed the RFP with specific reference to sections 8 & 9, which cover Plant/Animal Life and detail tree and forestry related items. A Forest Management Plan (FMP), including a Forester's Assessment and Recommendation will be prepared. The following tasks are proposed to provide the information described in the RFP:

- X Characterize forest inventory using sample plots across the range of forest conditions on the site. A summary table will be prepared with estimates of numbers of trees by species and diameter class. Observations of tree conditions and health, including Sudden Oak Death, will also be made.
- X Review relevant site documentation and design including project maps, grading plans, vegetation mapping, soils reports, biological reports, and relevant County codes and fire protection standards.
- X Prepare FMP or Forester's Assessment and Recommendation as required. Contents will include addressing all items enumerated in the RFP, including required tree removal for the proposed road alignment and tree removal for alternative access from North King Road, tree removal for subdivision infrastructure improvements, tree removal within identified building envelopes on a per lot basis, and tree removal within identified septic envelopes on a per lot basis. This analysis will be partly based on a tree survey map of the site prepared by the applicant's surveyor / civil engineer.

Cumulative Impacts

In accordance with CEQA requirements, the EIR will analyze potentially significant cumulative impacts anticipated from development of the project combined with projects that are proposed, planned, and/or underway within the County and vicinity. The analysis

will be based on a list of proposed or anticipated projects in the area, to be provided by the County. Cumulative effects may be present in the areas of traffic, water supply, water quality, and biological impacts.

Alternatives

In accordance with CEQA, the EIR needs to address a reasonable range of alternatives to the project that could feasibly meet the project objectives and potentially avoid or lessen any significant environmental impacts associated with the project. DD&A will consult with County staff to determine up to three (3) feasible alternatives.

The No Project alternative, a smaller project, an alternate site design, and possibly alternate site locations will be considered. All alternatives will be discussed both quantitatively and qualitatively in terms of their impacts and their effectiveness in addressing identified potentially significant and significant unavoidable adverse project impacts. This section will identify and discuss the project deemed to be the *environmentally superior alternative* per the requirements of CEQA Guidelines Section 15126.6(e)(2). This evaluation will be based on a comparative analysis of the feasible alternatives.

Other CEQA and County-required Sections

The major environmental issues to be addressed in the EIR are described and highlighted above. The EIR will also address and include other CEQA and County-required issues and sections, as follows:

- X Growth-Inducing Impacts
- X Significant Unavoidable Impacts
- X Significant Irreversible Effects
- X Beneficial Effects
- X References
- X EIR Authors & Consultants

Draft Mitigation Monitoring and/or Reporting Program

DD&A will prepare a draft Mitigation Monitoring and/or Reporting Program (MMRP) in accordance with CEQA and the County's established provisions. The MMRP will identify the impact addressed, compliance or monitoring actions to be performed, responsible party for compliance, timing, and verification, in accordance with County guidelines on form and content. The draft MMRP will be included in the EIR for public review, per County guidelines.

Task 3. Prepare Draft EIR

After the County's review of the ADEIR (a minimum of 30 days as requested in the RFP), DD&A will revise the EIR based on the County's comments. DD&A will submit one screen-check Draft EIR document to the County for a final review. Upon County approval, DD&A will submit 50 copies of the Draft EIR (including appendices), along with one electronic copy in Microsoft Word format, to the County for public distribution. *This scope assumes one round of revisions of the ADEIR by DD&A and one minor screen-check revision.*

Meetings. This task includes two meetings to review comments on the Administrative and/or Screen-Check Draft EIR.

Task 4. Prepare Final EIR

Following the 45-day public and agency review period, DD&A will meet with the County to review the comments received on the Draft EIR and discuss strategies for preparing responses. DD&A will prepare an Administrative Amendment to the Draft EIR, containing the following:

- X List of individuals and agencies commenting on the Draft EIR
- X Copies of letters received on the Draft EIR
- X Written responses to comments received on the Draft EIR
- X Minor revisions to the EIR text (as necessary)
- X Final Mitigation Monitoring and/or Reporting Program

DD&A will submit 10 copies of this Administrative Amendment to the County for review (for a minimum of 30 days as requested in the RFP). The document will then be revised per the County's comments and 50 copies, along with one electronic copy (in Microsoft Word format), will be delivered to the County. This Amendment, in conjunction with the Draft EIR, will constitute the Final EIR.

Meetings. This task includes two (2) meetings to County staff, agency and public review comments on the DEIR and/or FEIR.

[This "Scope of Work and Payment Provisions" assumes a specific amount of DD&A planning staff time for responding to comments that is considered moderate for this area, as shown in the attached budget. DD&A reserves the right to review the public comments when available and submit a request for additional compensation should additional issues arise outside of the scope of work requiring additional technical response or should the anticipated number of comments or work required to complete the responses exceed that estimated.]

Task 5. Certification of the EIR (Meeting Attendance)

Meetings (only). This task includes the remaining three (3) meetings/hearings. These include: one Subdivision Committee hearing, one Planning Commission hearing, and one Board of Supervisors hearing. This scope does not include the attendance of any of the subconsultant team members at any meetings, with the exception of site visits and two meetings by Hexagon. Questa will attend up to three meetings throughout the project. Any request for attendance by DD&A staff or subconsultants at additional meetings would be out-of-scope and would require a contract amendment. This task does not include assistance with staff reports, resolutions, findings or other noticing or presentation material for any hearings.

EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

II. PAYMENT PROVISIONS AND BUDGET

A. Payment Provisions

Invoices for services performed under the AGREEMENT may be submitted monthly (by the tenth day of the month), but not more often than once monthly, and shall include the following:

Invoice Coversheet
Denise Duffy & Associates, Inc.
LaTourette Subdivision EIR

Contract Term: August 15, 2006 to June 30, 2007

Original Contract Amount: \$ 280,101.00
Less: Tasks completed and paid: (\$ 52,810.00)
Add: Additional tasks required: \$ 19,184.00
Current Contract Amount: \$ 241,431.00
 \$209,940.00 Base Budget
 \$31,491.00 Project Contingency

Invoice Date: _____

Invoice Amount: \$ _____

•	Project Initiation	\$5,200.00
•	Meetings associated with Project Initiation completed	\$3,480.00
•	Spring Botanical Survey completed	\$4,425.00
•	ADEIR, Part (A) - Completion of technical reports, project description	\$20,710.00
•	Hydrogeology & Groundwater Quality ¹	\$36,428.00
•	Surface Water Hydrology & Water Quality ¹	\$12,516.00
•	Drainage ¹	\$6,290.00
•	Wastewater Treatment & Disposal ¹	\$27,998.00
•	Water Supply ¹	\$11,048.00
•	Meetings ¹ (3)	\$2,880.00
•	Biological Assessment	\$7,250.00
•	Scoping and Response to Comments ¹	\$6,500.00
•	Geology ² completed	\$5,535.00
•	Soils/Geotechnical ² completed	\$17,045.00
•		\$12,980.00
•	Forestry	\$6,210.00
•	Traffic ³	\$4,500.00
•	Noise ⁴	\$3,900.00
•	Meetings (3)	\$20,710.00
•	ADEIR, Part (B) - Completion of ADEIR	\$9,200.00
•	DEIR	\$840.00
•	Meetings (2)	\$840.00
•	FEIR	\$11,800.00
•	Meetings (2)	\$840.00
•	Certification of EIR - Hearings (3)	\$2,140.00

1. Questa. 2. Haro Kasunich. 3. Hexagon. 4. Illingworth & Rodkin

Approved as to Work:

 Luis Osorio, Project Planner

 (date)

Approved for Payment:

 Luis Osorio, Project Planner

 (date)

All Invoices are to be sent to:
 Jaime Martinez, Accounting Technician
 Monterey County Resource Management Agency, Planning and Building Inspection Department
 168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
 831.755.4829

III. TRANSFER FROM PROJECT CONTINGENCY

Transfer of funding from the Project Contingency Account (Total Project Contingency of \$31,491.00) requires the prior written approval of the Interim Director of the Monterey County Planning Department 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.

Within five working days of receipt of the recommendation, the Project Planner and Contract Administrator shall have contacted CONTRACTOR to discuss its recommendation and shall have made a recommendation to the Interim Director of the Monterey County Planning Department, or in his absence, the Chief Assistant Director. Within ten working days thereafter, the Interim Director of the Monterey County Planning Department or the Chief Assistant Director will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and the Contract Administrator will forward the decision in writing to the Project Applicant and CONTRACTOR.

Unless denied by the Interim Director or Chief Assistant Director of the Planning Department, the Contract Administrator shall ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicant's written approval and funding in the amount requested, the Contract Administrator shall process the funding transfer and authorize the associated work. At the same time, a letter authorizing the work funded by the approved transfer shall be sent to CONTRACTOR.

IV. SCHEDULE

The following is a schedule for the La Tourette Subdivision EIR. It is assumed that the applicant will submit revised project plans/maps in a timely manner, which are required in order to complete the technical reports. It is further assumed that all technical reports will be completed by August 15, 2006. Please note that the EIR schedule does not account for unanticipated delays outside DD&A's control. These delays include failure to receive all project-related information in a timely manner, delays in administrative reviews by the County, continuances of public hearings, or similar events.

Deliverable	Estimated Timeframe
A. Delivery of Administrative Draft EIR	10/9/2006
B. Delivery of Draft EIR	12/4/2006
C. Delivery of Final EIR	3/17/2007
D. Hearing Attendance	Apr. 2007