

Attachment E

This page intentionally left blank.



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066.

Board Order

Agreement No.: A-12306; A-12313

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

- a. Approved a Professional Services Agreement with EMC Planning Group, Inc. (EMC) (A-12306) where the Base Budget is \$143,554.80 to provide an Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort (PLN040183) in Soledad, for a term through June 30, 2013; and
 - b. Approved a Funding Agreement with Thompson Holdings, LLC (A-12313) where the Base Budget is 143,554.80, the County contract administration fee is \$3,170.00, and the Planning Department's deposit is \$16,742.13, for a total amount not to exceed \$163,466.93 to allow funding to Monterey County for costs incurred by EMC and County departments to provide an EIR for the Paraiso Hot Springs Resort (PLN040183) in Soledad, for a term through June 30, 2013; and
 - c. Authorized the Director of Planning to execute the Professional Services Agreement, Funding Agreement and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.
- Permit Type:** PLN 040183 / Environmental Impact Report for the Paraiso Hot Springs Resort in Soledad (REF110063/EMC Planning)

PASSED AND ADOPTED on this 28th day of August 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on August 28, 2012.

Dated: September 6, 2012
File Number: 12-768

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**FUNDING AGREEMENT
FOR THE
PARAISO HOT SPRINGS RESORT
ENVIRONMENTAL IMPACT REPORT**

THIS FUNDING AGREEMENT, hereinafter, "AGREEMENT", is made and entered by and between the County of Monterey, a political subdivision of the State of California, hereinafter, "County", and Thompson Holdings, LLC, hereinafter, "PROJECT APPLICANT", with reference to the following facts and circumstances:

RECITALS

A. PROJECT APPLICANT has applied to County for approval of a combined development permit request for the Paraiso Hot Springs Resort, referred to herein as THE PROJECT. This project will consist of environmental review of the General Plan Proposal for the reconstruction and redevelopment of the Paraiso Hot Springs Resort located in Soledad, California.

B. Due to the magnitude and complexity of the PROJECT, the Director of the Monterey County Planning Department, hereinafter, "DIRECTOR", and PROJECT APPLICANT have agreed that it is necessary and desirable that County engage EMC Planning Group, Inc., hereinafter, "CONTRACTOR", to complete an Environmental Impact Report, hereinafter, "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, hereinafter, "PSA", between County and CONTRACTOR, attached to this AGREEMENT as Exhibit "1", and incorporated herein by reference. County shall manage the PROJECT work performed by CONTRACTOR.

C. County and PROJECT APPLICANT previously entered into a Reimbursement Agreement on October 26, 2007 which was terminated on July 31, 2010, hereinafter, "2007 REIMBURSEMENT AGREEMENT". RBF Consulting provided environmental services for the PROJECT through a Professional Services Agreement which terminated on July 30, 2010. The terms of this AGREEMENT were negotiated between the County and the PROJECT APPLICANT to provide for the completion of the environmental review necessary for the PROJECT.

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

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

F. The subject matter of this AGREEMENT is the PROJECT APPLICANT's funding of the CONTRACTOR's services on the EIR. This AGREEMENT also covers the County fee for contract administration as designated in the Monterey County Land Use Fee Schedule, Resolution #08-132, passed and adopted by the County of Monterey Board of Supervisors on April 22, 2008 and includes a negotiated non-refundable deposit for Planning Department staff costs associated with completion of the EIR.

G. The County department costs associated with project review (e.g. application review, staff report preparation, hearings, etc.) will be funded through separate land use application fees to be paid by the PROJECT APPLICANT pursuant to the current Monterey County Land Use Fee Schedule, attached to this AGREEMENT as "Exhibit 2", and incorporated herein by reference. These land use application fees are separate from and in addition to the funding provided by the PROJECT APPLICANT pursuant to this AGREEMENT.

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

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

1. Deposits to Fund PSA, County Contract Administration Fee, Planning Department Staff Costs. PROJECT APPLICANT shall make a payment in an amount equal to the CONTRACTOR's Base Budget, the County's Contract Administration Fee and for Planning Department staff costs payable in three (3) installments as described below. The total amount of this AGREEMENT is \$163,466.93 and includes:

CONTRACTOR's Base Budget (excluding optional tasks):	\$ 139,451.80
CONTRACTOR's Base Budget (optional tasks):	\$ 4,103.00
County Contract Administration Fee:	\$ 3,170.00
Planning Department Staff Costs:	\$ 16,742.13

PROJECT APPLICANT shall make a first payment in the amount equal to \$54,097.13 to fund a portion of the CONTRACTOR's Base Budget through Task 3, Peer Review/Edit EIR, of the CONTRACTOR's Scope of Work in Exhibit "1" of this AGREEMENT, the County Contract Administration Fee and the deposit for the Planning Department staff costs. This first payment shall be made with the COUNTY Planning Department upon approval of this AGREEMENT by the Monterey County Board of Supervisors, currently scheduled for August 28, 2012. The amount of \$16,742.13 for Planning Department staff costs and the fee of \$3,170.00 for County contract administration are non-refundable.

First payment shall be collected from PROJECT APPLICANT as follows:

Portion of CONTRACTOR's Base Budget through Task 3:	\$ 34,185.00
County Contract Administration Fee:	\$ 3,170.00
Planning Department Staff Costs:	\$ 16,742.13

PROJECT APPLICANT's payment of \$54,097.13 with County shall be a condition precedent to County's obligation under this AGREEMENT.

PROJECT APPLICANT shall make a second payment in the amount equal to \$53,048.80 to fund a portion of the CONTRACTOR's Base Budget. This second payment shall be made with the County Planning Department and is due on December 1, 2012.

PROJECT APPLICANT's payment of \$53,048.80 with County shall be a condition precedent to County's obligation under this AGREEMENT.

PROJECT APPLICANT shall make a third payment in the amount equal to \$56,321.00 to fund the remaining portion of the CONTRACTOR's Base Budget. This third payment shall be made with the County Planning Department and is due on March 1, 2013.

PROJECT APPLICANT's payment of \$56,321.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$163,466.93.

CONTRACTOR's Base Budget:	\$139,451.80
CONTRACTOR's Base Budget (optional task):	\$ 4,103.00
County Contract Administration Fee:	\$ 3,170.00
Deposit for Planning Department Staff Costs:	\$ 16,742.13

Maximum Charge Under AGREEMENT: \$163,466.93

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

4. Payments to CONTRACTOR and County.

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$139,451.80.

CONTRACTOR's invoices for the optional tasks shall be paid from Base Budget funds in the amount of \$4,103.00. Funding for the optional tasks will not be paid to the CONTRACTOR without prior authorization from the County and the CONTRACTOR receives a notice to proceed to complete the optional tasks.

Should this AGREEMENT be terminated prior to June 30, 2013, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

b. County Contract Administration Fee

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

c. Planning Department Staff Costs

The Planning Department staff costs, in an amount not to exceed \$16,742.13, shall be paid by PROJECT APPLICANT in accordance with this AGREEMENT. Planning Department staff costs shall be non-refundable.

d. Land Use Application Fees

The PROJECT APPLICANT agrees that PROJECT APPLICANT will separately pay land use application fees to cover all County staff costs associated with project review (e.g. application review, staff report preparation, hearings, etc.) for the PROJECT in accordance with the current County of Monterey Land Use Fee Schedule. The fee schedule applicable to the PROJECT is dated July 1, 2012 and is attached to this AGREEMENT as "Exhibit 2".

5. 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.

6. Term. AGREEMENT shall become effective September 10, 2012 and continue through June 30, 2013, unless terminated pursuant to Paragraph 7 or amended pursuant to Paragraph 11 of AGREEMENT.

7. Termination. AGREEMENT shall terminate on June 30, 2013, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

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

TO PROJECT
APPLICANT: Thompson Holdings, LLC
Attn: John Thompson
P.O. Box 779
Springhouse, PA 19477

WITH A COPY TO:

TO PROJECT
APPLICANT'S
ATTORNEY: Anthony L. Lombardo
A Professional Corporation
450 Lincoln Avenue, Suite 101
Salinas, CA 93901

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

IN WITNESS WHEREOF, PROJECT APPLICANT and County have executed AGREEMENT as of the day and year written below.

THE COUNTY OF MONTEREY

By: MLM
Director of Planning

Date: 9/11/12

PROJECT APPLICANT*

Thompson Holdings, LLC

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

Its: JOHN M. THOMPSON / PRES.
(Print Name and Title)

Date: 8/24/12

By: William M Thompson
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: WILLIAM M. THOMPSON / SECRETARY
(Print Name and Title)

Date: 8/27/12

Approved as to Form and Legality
Office of the County Counsel

By: Cynthia J. Hester
Deputy County Counsel

Date: 8-27-12

*INSTRUCTIONS: IF APPLICANT is 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 APPLICANT is a partnership, the name of the partnership shall be set forth in the Agreement together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign this Agreement.

EXHIBIT 1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
EMC PLANNING GROUP, INC.
AND THE COUNTY OF MONTEREY
FOR THE
ENVIRONMENTAL IMPACT REPORT
FOR THE
PARAISO HOT SPRINGS RESORT**

Funding Agreement
Thompson Holdings, LLC
Paraiso Hot Springs Resort EIR
RMA – Planning Department
Term: August 28, 2012 – June 30, 2013
Not to Exceed: \$163,466.93

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(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:
EMC Planning Group, 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 Paraiso Hot Springs Resort

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 \$ 143,554.80.

3. **TERM OF AGREEMENT.** The term of this Agreement is from September 10, 2012 to June 30, 2013, 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.

9.0 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.

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).

9.04 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 III	Deri Wissler Adam, Senior Principal
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	EMC Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 649-1799
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space left blank intentionally

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: [Signature]
Department Head (if applicable)

Date: 9/11/12

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: [Signature]
Deputy County Counsel

Date: 8-27-12

Approved as to Fiscal Provisions²

By: [Signature]
Auditor/Controller

Date: 8-27-12

Approved as to Liability Provisions³

By: _____
Risk Management

Date: _____

EMC Planning Group, Inc.
Contractor's Business Name*

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

MICHAEL GROVES, PRESIDENT
Name and Title

Date: AUGUST 23, 2012

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

TERI WISSLER ADAM, SECRETARY
Name and Title

Date: AUGUST 23, 2012

County Board of Supervisors' Agreement Number: A-12306

*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

²Approval by Auditor-Controller is required

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

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

1.0

SCOPE OF SERVICES

The consultant team proposes to prepare documentation in compliance with CEQA as identified in the County's request for proposals. The scope of work includes the following deliverables:

- Draft copies of revised ADEIR sections: Air Quality; Climate Change; Cultural Resources; Drainage and Water Quality; Groundwater and Long-term Water Supply; Water Demand and Water Treatment; Wastewater; and Traffic and Transportation.
- Screen Check DEIR;
- Draft EIR;
- Administrative FEIR;
- Final EIR; and
- Mitigation Monitoring & Reporting Plan (County format) and CEQA Findings.

The EIR will be prepared in a manner that is concise, clear, and easy to read for the general public. The environmental documents will be prepared in accordance with CEQA and the state CEQA guidelines. The scope to be undertaken toward the completion of the environmental review services involves the tasks outlined below.

Task 1 Administration, Management, and Project Start-Up

- 1.1 Contract negotiations and management.
- 1.2 Initiate subconsultants and project team coordination.
- 1.3 Provide CEQA consultation and management services for client.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

- 1.4 Obtain all project information from County staff (including ADEIR graphics in a format that can be modified). Catalogue all documentation and confirm with County staff that we have all relevant information. Distribute applicable documentation to team members. Review documentation in preparation of site visit and kick-off meeting.

Task 2 Site Visit/Kick-off Meeting/Weekly Conference Calls

- 2.1 Conduct a site visit to confirm existing conditions and surrounding land uses at the project site.
- 2.2 Develop an agenda and attend a kick-off meeting at the project site (same time as the site visit in Task 2.1 above). EMC Planning Group and Wallace Group project managers will attend a kick-off meeting with County staff (Planning, Water Resources Agency, Environmental Health Bureau, and Public Works) to discuss the project. Issues expected to be addressed include the following: project description and objectives, scheduling, water treatment, wastewater, drainage, traffic and access issues, cultural resources, and alternatives.
- 2.3 Attend weekly or bi-weekly conference calls until the DEIR is out for public review, then monthly or twice monthly as appropriate. EMC Planning Group has budgeted to attend 16, two-hour conference calls; Wallace Group has budgeted to attend two, 1.5-hour conference calls; and Hexagon has budgeted to attend up to four, one-hour conference calls. Requests to attend additional meetings and conference calls will require an amendment to the budget.

Task 3 Peer Review and Make Minor Revisions to ADEIR

- 3.1 Convert ADEIR text and graphics to EMC Planning Group format.
- 3.2 Review responses to the Notice of Preparation. Consult, as appropriate, with responsible and trustee agencies.
- 3.3 Review ADEIR in detail and make minor revisions. Note any inadequacies that have not already been identified. If County staff agrees that these area(s) are inadequate, the consultant will prepare a scope of work and budget to revise these sections of the ADEIR. A contract amendment would be necessary.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 4 Peer Review Culligan Quality Water Enterprises and AdEdge Technologies Water Treatment Strategies and Alternatives

- 4.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Wallace Group will conduct their peer review and prepare and submit a technical memorandum for review and comment by EMC Planning Group and County Water Resources Agency.

Task 5 Peer Review and Evaluate Supplemental Wastewater Treatment Facility Materials

- 5.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Wallace Group will conduct their peer review and analysis and prepare and submit a technical memorandum for review and comment by EMC Planning Group and County Environmental Health.

Task 6 Peer Review New Archaeological Report Documentation

- 6.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Archaeological Consulting and EMC Planning Group will conduct their peer review and prepare and submit a technical memorandum for review and comment by EMC Planning Group. This includes archaeological reports prepared for both the project site and the off-site roadway improvements.

Task 7 Conduct New Air Quality and Greenhouse Gas Emissions Modeling

- 7.1 EMC Planning Group will conduct a new air quality and greenhouse gas emissions analysis using the California Emissions Estimator Model (CalEEMod) and revise the air quality and climate change sections of the ADEIR.

Task 8 Draft Revisions to Select ADEIR Chapters

- 8.1 Prepare and submit draft copies of the following revised ADEIR sections: Air Quality; Climate Change; Cultural Resources; Drainage and Water Quality; Groundwater and Long-term Water Supply; Water Demand and Water Treatment; Wastewater; and Traffic and Transportation.

Deliverables

- Five (5) bound printed copies

EXHIBIT A -- SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 9 Final Technical Memorandum of Peer Review Activities

- 9.1 Based upon comments from County staff on the draft revisions to select ADEIR chapters, the consultant team will finalize the technical memorandum, which will be included as appendices to the DEIR. The budget accommodates responding to only one round of comments from County staff.

Task 10 Screen Check DEIR/Legal Counsel Meeting

- 10.1 Comprehensively revise the ADEIR and produce a screen check DEIR, with appendices, which will include the technical memorandums.
- 10.2 Attend project meeting with County Legal Counsel.

Deliverables

- Five (5) bound printed copies

Task 11 Public Review DEIR

- 11.1 Based upon County staff comments on the screen check DEIR, revise the document and produce the public review DEIR, with appendices.
- 11.2 Prepare the Notice of Availability and the Notice of Completion.
- 11.3 Compile reference documentation. Electronic copies will be provided when available. Hard copies will be provided where electronic copies are not available. Where the reference is on a website, only the reference to the website will be provided.
- 11.4 Attend a meeting with County staff.

Deliverables

- One (1) hard copy, single-sided DEIR
- Forty-five (45) bound hard copies
- Ten (10) CDROM copies
- Compendium of reference materials (electronically or electronically and hard copy combination)

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 12 Administrative Final EIR

12.1 Prepare the response to comments and changes to the DEIR and compile into the administrative final EIR (AFEIR). Prepare AFEIR as a separate document (from the draft EIR) including a revised summary section, a list of all agencies and individuals commenting on the draft EIR, comments received during the public review period for the draft EIR, responses to those comments, and changes to the draft EIR.

12.2 Attend meeting with County staff.

Deliverables

- Five (5) bound printed copies of the AFEIR

Task 13 Final EIR

13.1 Prepare the final EIR (FEIR) based upon County staff comments.

Deliverables

- One (1) hard copy, single-sided of the FEIR
- Forty (40) hard copies of the FEIR
- Ten (10) CDROM copies of the FEIR

Task 14 Mitigation Monitoring and Reporting Plan and CEQA Findings

14.1 Prepare a draft mitigation monitoring and reporting plan for review and comment by County staff.

14.2 Prepare draft CEQA findings as required by CEQA Guidelines section 15091 for review and comment by County staff.

14.3 Prepare final mitigation monitoring and reporting plan and final CEQA findings.

Deliverables

- One (1) electronic version of each draft and final document

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS
PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 15 Attend Planning Commission and Board of Supervisors Meetings

- 15.1 Attend two (2) Planning Commission meetings and be prepared to summarize the findings in the EIR and to answer questions.
- 15.2 Attend one (1) Board of Supervisor's meeting and be prepared to summarize the findings in the EIR and to answer questions.
- 15.3 Hexagon and Wallace Group will attend one public hearing to be determined by County staff.

Optional Tasks Subconsultant Attendance at Additional Meetings and/or Public Hearings

Wallace Group and Hexagon staff will attend additional meetings and/or public hearings at the special request of County staff.

Attendance at additional meetings and public hearings by the Wallace Group and/or by Hexagon staff is optional and may be required as outlined in the Paraiso Springs Resort EIR Budget, dated 8/21/12. Prior authorization/approval by the County of Monterey, Department of Planning, Planning Services Manager is required, in writing, prior to meeting attendance by either of the subconsultants named above.

msw, JWA
Contractor's Initials

8-24-17 8-24-12
Date

2.0 BUDGET AND SCHEDULE

2.1 BUDGET AND SCHEDULE

The budget and schedule are presented on the following pages.

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Paraiso Springs Resort EIR Budget (8/21/12)									
Task	EMC Planning Group Inc.								
	Sr. Principal Groves	Sr. Principal Wissler Adam	Principal Planner James	Associate Biologist Edwards	Graphics	Production Administration	Total Hours	Total Cost	
Staff	\$195.00	\$195.00	\$175.00	\$105.00	\$125.00	\$95.00			
Billing Rate (Per Hour)	1	40	54	0	0	1	86	\$17,540.00	
1. Admin. Management, Project Start-Up	0	20	26	6	0	0	52	\$9,080.00	
2. Site Visit/Kick-off Meeting/Weekly Conference Calls	1	4	24	6	6	8	51	\$7,565.00	
3. Peer Review/Editt ADEIR	0	2	2	2	0	0	4	\$740.00	
4. Peer Review Water Treatment Strategies	0	2	2	0	0	0	4	\$740.00	
5. Peer Review Supplemental WW Treatment Plant Materials	0	20	2	0	0	0	22	\$4,260.00	
6. Peer Review New Archaeological & Cultural Reports	0	2	32	0	0	0	34	\$5,990.00	
7. CalEEMod and Air Quality/Climate Change Revisions	1	14	78	8	10	4	115	\$19,045.00	
8. Draft Revisions to Select ADEIR Chapters	0	1	1	0	0	0	2	\$370.00	
9. Final Technical Memorandums	0	12	28	0	0	2	50	\$8,250.00	
10. Screen Check DEIR/Legal Counsel Meeting	0	4	16	0	0	0	24	\$3,960.00	
11. Public Review DEIR	0	8	80	0	0	0	96	\$16,320.00	
12. Administrative Final EIR	0	4	16	0	0	0	24	\$3,960.00	
13. Final EIR	0	8	40	0	0	0	48	\$8,560.00	
14. MMRP/CEQA Findings	0	8	24	0	0	0	32	\$5,760.00	
15. PCBOS Public Hearings	3	149	425	20	20	20	377	\$66,630.00	
Subtotal (Hours)	\$685.00	\$29,055.00	\$74,375.00	\$2,100.00	\$2,500.00	\$5,515.00	654	\$112,130.00	
Subtotal (Cost)									

Additional Costs	
Production Costs	\$3,600.00
Travel Costs	\$180.00
Postall/Deliverables	\$300.00
Miscellaneous	\$500.00
Administrative Overhead 10%	\$458.00
Total	\$5,038.00
Subconsultant Fees	
Wallace Group	\$14,168.00
Hexagon Transportation Consultants	\$5,090.00
Archaeological Consulting Peer Review (All Arch. Reports)	\$1,000.00
Subconsultant Overhead 10%	\$2,025.80
Total	\$22,283.80
Total Costs	\$139,451.80

OPTIONAL TASKS

Wallace Group Attendance at Additional Migs and Public Hearings \$2,930.00 Per Meeting - Two Attendees plus 10% Overhead; Total \$3,223.00
 Hexagon Attendance at Additional Migs and Public Hearings \$800.00 Per Meeting plus 10% Overhead; Total \$880.00
 Total Optional Tasks \$4,103
 Total with Optional Tasks \$143,554.80

3.0 TASKS AND PAYMENTS

The "Additional Costs" and "Subconsultant Fees" on the budget spreadsheet have been incorporated into the appropriate task for milestone billing purposes.

Tasks	Payment
1. Admin, Management, Project Start-Up	\$17,540.00
2. Site Visit/Kick-off Meeting/Weekly Conference Calls	\$9,080.00
3. Peer Review/Edit EIR	\$7,565.00
4. Peer Review Water Treatment Strategies & Alternatives	\$8,532.40
5. Peer Review WW Treatment Plant Documents	\$8,532.40
6. Peer Review New Archaeological and Cultural Reports	\$5,350.00
7. CalEEMod and Air Quality/Climate Change Revisions	\$5,990.00
8. Draft Revisions to Select ADEIR Chapters	\$24,644.00
9. Final Technical Memorandums	\$370.00
10. Screen Check DEIR/Legal Counsel Meeting	\$13,288.00
11. Public Review Draft EIR	\$3,960.00
12. Administrative Final EIR	\$16,320.00
13. Final EIR	\$3,960.00
14. Mitigation Monitoring and Reporting Program and CEQA Findings	\$8,560.00
15. Public Hearing	\$5,760.00
Sub-Total	\$139,451.80
Optional Tasks: Wallace Group and Hexagon attendance at an additional meeting/or public hearing	\$4,103.00
Total with Optional Tasks	\$143,554.80

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

*EMC Planning Group, Inc.
The Paraiso Hot Springs Resort Environmental Impact Report*

Date: _____

Invoice No. _____

Agreement Term: *September 10, 2012 – June 30, 2013*

Agreement Amount: *\$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)*

This Invoice:	\$ 17,540.00	<i>Task 1: Admin., Management, Project Start-Up</i>	
	\$ 9,080.00	<i>Task 2: Site Visit/Kick-Off Meeting/weekly Conference Calls</i>	
	\$ 7,565.00	<i>Task 3: Peer Review/Edit EIR</i>	
	\$ 8,532.40	<i>Task 4 : Peer Review Water Treatment Strategies & Alternatives</i>	
	\$ 8,532.40	<i>Task 5: Peer Review WW Treatment Plant Documents</i>	
	\$ 5,350.00	<i>Task 6: Peer Review New Archaeological and Cultural Reports</i>	
	\$ 5,990.00	<i>Task 7: CalEEMod and Air Quality/Climate Change Revisions</i>	
	\$ 24,644.00	<i>Task 8: Draft Revisions to Select ADEIR Chapters</i>	
	\$ 370.00	<i>Task 9: Final Technical Memorandums</i>	
	\$ 13,288.00	<i>Task 10: Screen Check DEIR/Legal Counsel Meeting</i>	
	\$ 3,960.00	<i>Task 11: Public Review Draft EIR</i>	
	\$ 16,320.00	<i>Task 12: Administrative Final EIR</i>	
	\$ 3,960.00	<i>Task 13: Final EIR</i>	
	\$ 8,560.00	<i>Task 14: Mitigation Monitoring and Reporting Program and CEQA Findings</i>	
	\$ 5,760.00	<i>Task 15: Public Hearings</i>	
Subtotal:			\$139,451.80
	\$ 4,103.00	<i>Optional Tasks: Wallace Group and Hexagon attendance at an additional meeting/or public hearing (prior written approval must be attached when submitting invoice)</i>	
Grand Total:			\$143,554.80

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

Remaining Balance \$ _____

Approved as to Work/Payment: _____
Jacqueline R. Onciano, Planning Services Manager

Date

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

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

EXHIBIT 2
APPLICABLE FEE SCHEDULE,
DATED JULY 1, 2012

Funding Agreement
Thompson Holdings, LLC
Paraiso Hot Springs Resort EIR
RMA – Planning Department
Term: August 28, 2012 – June 30, 2013
Not to Exceed: \$163,466.93

MONTEREY COUNTY LAND USE FEES
(effective 07/01/2012)

Permit Type	PUAN	Doc. Mgt (3)	Technology Fee (\$)	PWD	WRA	EH	CC	GPU (6)	Total FY10	Notes
Administrative Permit - General	2,151.94	21.52	129.12	434.69	975.90	551.96	182.91	128.92	4,576.96	
Administrative Permit - Senior Citizen Unit	1,129.77	11.30	67.79	434.69	975.90	164.82	182.91	95.64	3,362.82	
Administrative Permit - Signs	1,129.77	11.30	67.79	217.35	0.00	0.00	182.91	45.90	1,655.02	
Airport Land Use Commission Application Review	645.58	6.46	38.79	0.00	0.00	0.00	0.00	19.37	710.14	
Appeal of Fee Determination	645.58	6.46	0.00	0.00	0.00	0.00	146.33	0.00	798.37	
Appeals	3,916.54	39.17	0.00	434.69	365.83	244.25	146.33	0.00	5,146.81	
Appeals of Administrative Determinations	2,507.01	25.07	0.00	0.00	0.00	0.00	146.33	0.00	2,678.41	
Application Request/Appointment	484.19	4.84	0.00	0.00	0.00	0.00	0.00	0.00	484.19	
Big Sur Viewshed Acquisition	1,161.39	16.14	96.84	108.68	224.25	928.49	0.00	83.86	2,692.22	
BP for Additions to existing commercial/industrial	806.98	8.07	48.42	217.35	487.42	551.96	0.00	61.91	2,174.04	
BP for Additions to existing residential structures	645.58	6.46	38.79	217.35	487.42	276.53	0.00	48.81	1,714.42	
BP for Ground Mounted Solar and Significant Demolition	161.40	1.61	9.68	0.00	0.00	0.00	0.00	4.84	175.92	
BP for Minor Review (Dwelling Addition under 500 sf.)	161.40	1.61	9.68	0.00	0.00	0.00	0.00	4.84	175.92	
BP for New commercial & industrial development	965.37	9.65	58.10	217.35	487.42	551.96	0.00	66.75	2,349.95	
BP for New SFD	806.98	8.07	48.42	217.35	487.42	276.53	0.00	60.98	2,141.92	
Certificate of Compliance a) 1-2 Lots	1,613.96	16.14	96.84	0.00	0.00	319.57	1,097.49	90.93	3,234.93	
Certificate of Compliance b) each additional lot above two (2)	484.19	4.84	29.05	0.00	0.00	116.20	365.83	28.99	1,028.10	
Certificate of Correction	645.58	6.46	38.79	163.54	0.00	0.00	0.00	24.27	878.58	
Coastal Administrative Permit	2,151.94	21.52	129.12	434.69	975.90	1,103.95	182.91	145.48	5,145.51	
Coastal Administrative Permit - Senior Unit	1,129.77	11.30	67.79	434.69	975.90	1,103.95	182.91	114.82	4,021.13	
Coastal Administrative Permit - Signs	1,129.77	11.30	67.79	108.68	0.00	0.00	182.91	42.64	1,543.09	
Coastal Development Permit - General	484.19	4.84	290.51	590.97	375.90	1,103.95	914.58	254.62	9,080.82	
Coastal Development Permit - Signs	2,259.54	22.60	135.57	217.35	0.00	0.00	182.91	79.78	2,897.76	
Coastal Development Permit - Tree Removal	2,259.54	22.60	135.57	0.00	244.25	0.00	182.91	80.60	2,925.47	
Coastal Implementation Plan Amend - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	5,135.25	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
Code Enforcement activities(per hour)	126.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.87	
Conditional Certificate of Compliance	3,227.91	32.28	193.67	650.97	0.00	551.96	548.75	149.39	5,354.93	P&B & CC: fee per lot
Conformance Determination (Specific Plan) - Director	1,129.77	11.30	67.79	0.00	0.00	0.00	548.75	50.36	1,807.97	
Conformance Determination (Specific Plan) - Hearing	3,222.63	32.23	193.35	0.00	0.00	0.00	548.75	113.14	4,110.00	
Corner Record	0.00	0.00	0.00	11.84	0.00	0.00	0.00	0.36	12.20	
Design Approval Requiring Public Hearing	806.98	8.07	48.42	0.00	0.00	0.00	182.91	29.70	1,076.08	
Design Approval, Director's Approval	484.19	4.84	29.05	0.00	0.00	0.00	0.00	14.53	532.61	

MONTEREY COUNTY LAND USE FEES
(effective 07/01/2012)

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (8)	PWD	WRA	EH	CC	GPU (6)	Total FY10	Notes
Design Approval, Reroof	161.40	1.61	9.68	0.00	0.00	0.00	0.00	4.84	177.53	
Development Agreement (7) Hourly Rate - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	7,204.70	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
EIR Review/Contract Admin (1) (7) Hourly Rate - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	7,204.70	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
Emergency Permits	2,420.93	24.21	145.26	0.00	0.00	0.00	91.46	75.37	2,757.23	
Extraordinary Development Applications (7)	16,139.56	161.40	968.37	5,379.85	7,204.70	7,204.70	1,829.15	1,136.16	40,137.94	DEPOSIT
Field Review Before an Application	322.79	3.23	19.37	0.00	0.00	0.00	0.00	9.68	355.07	
Franchise Agreement	0.00	0.00	0.00	2,171.30	0.00	0.00	0.00	65.14	2,236.44	
Franchise Agreement Extension / Amendment	0.00	0.00	0.00	1,085.65	0.00	0.00	0.00	32.57	1,118.22	
General / Area / Specific Plan Amendment - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	7,204.70	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
General Development Plan	3,227.91	32.28	193.67	650.97	828.49	828.49	182.91	183.31	6,519.69	
Grading Permits (not in conjunction with BP)	968.37		58.10	0.00	0.00	0.00	0.00	51.00	1,809.13	
House Number	0.00	0.00	0.00	54.87	0.00	0.00	0.00	1.65	56.52	
Hydrogeologic Report Review	0.00	0.00	0.00	0.00	0.00	0.00	0.00	21.95	753.61	
Hydrogeologic Report Review w/Diminimus Finding	0.00	0.00	0.00	0.00	2,425.00	0.00	0.00	7.33	251.58	
Improvement Plan Processing	0.00	0.00	0.00	434.69	0.00	0.00	0.00	13.04	447.73	
Improvement Plans (per Square foot of Pavement)	0.00	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.05	
Initial Study CEQA - Minor Subdivision / Commercial / Industrial	5,987.78	59.88	359.27	434.69	487.42	276.53	1,097.49	248.52	8,951.58	
Initial Study CEQA - Other	4,250.09	42.50	255.01	434.69	487.42	276.53	731.66	185.41	6,663.31	
Initial Study CEQA - SFD, itered from earlier EIR	1,129.77	11.30	67.79	434.69	487.42	60.33	731.66	88.32	3,111.26	
Initial Study CEQA - Single Family Dwelling (SFD)	4,250.09	42.50	255.01	434.69	487.42	276.53	365.83	174.44	6,286.51	
Initial Study CEQA - Standard Subdivision	16,139.56	161.40	968.37	5,379.85	7,204.70	7,204.70	1,829.15	1,136.16	40,137.94	DEPOSIT
Landscape/Fuel Mgt. re-inspection (per hour)	161.40	1.61	0.00	0.00	0.00	0.00	0.00	0.00	163.01	
Landscape/Fuel Mgt. Review, Commercial	484.19	4.84	0.00	0.00	0.00	0.00	0.00	0.00	489.03	
Landscape/Fuel Mgt. Review, Residential	242.10	2.42	0.00	0.00	0.00	0.00	0.00	0.00	244.52	
Letters of Public Convenience and Necessity	806.96	8.07	48.42	0.00	0.00	0.00	0.00	24.21	887.68	
License to Cross Non-Access Strip	0.00	0.00	0.00	1,065.65	0.00	0.00	0.00	32.57	1,118.22	
LLA Amendment, Revision or Extension	1,613.96	16.14	96.84	108.66	513.17	513.17	182.91	87.86	3,129.64	
Lot Line Adjustment - General	2,905.12	29.05	174.31	650.97	731.66	828.49	548.75	169.95	6,038.30	
Lot Line Adjustment - Williamson Act	2,562.33	25.62	154.94	650.97	731.66	828.49	1,829.15	198.68	7,002.04	
Mills Act Application	129.16	1.29	77.47	0.00	0.00	0.00	182.91	44.22	1,926.87	Total includes fee of \$356.66 for Parks Dept
Mills Act Selected Contract Processing Fee	645.58	6.46	0.00	0.00	0.00	0.00	731.66	41.32	1,425.02	
Minor and Trivial Amendment (no public hearing)	1,936.75	19.37	116.21	0.00	0.00	0.00	91.46	60.85	2,224.64	

**MONTEREY COUNTY LAND USE FEES
(effective 07/01/2012)**

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (\$)	PWD	WRA	EH	CC	GPU (\$)	Total FY10	Notes
Minor Subdivision Tentative Map (exist. sewers)	6,455.82	64.56	387.35	2,387.58	2,927.72	2,071.24	1,646.24	464.66	16,405.17	
Minor Subdivision Tentative Map (new septic or system)	6,455.82	64.56	387.35	2,387.58	2,927.72	2,759.87	1,646.24	485.32	17,114.46	
Mitigation Monitoring - 1 to 10 measures	3,227.91	32.28	0.00	542.29	731.66	720.90	365.83	0.00	5,820.87	
Mitigation Monitoring - 11 to 30 measures	6,455.82	64.56	0.00	1,085.65	1,440.72	1,440.72	731.66	0.00	11,241.73	
Mitigation Monitoring - 31 to 100 measures	9,683.73	96.84	0.00	2,171.30	2,927.72	2,161.63	1,463.32	0.00	17,771.81	
Mitigation Monitoring - over 100 measures	9,683.73	96.84	0.00	2,171.30	2,927.72	2,881.45	1,463.32	0.00	19,224.36	DEPOSIT/WRA: after 24 hrs. \$121.58/hr
Monterey Peninsula Water Mgmt Dist. Allocation Tracking	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	188.40	
MS Ext (exist sewers)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
MS Amend, Revisions (exist sewers)	3,227.91	32.28	193.67	1,085.65	610.08	828.49	731.66	194.51	6,904.25	
MS Amend, Revisions (new septic or systems)	3,227.91	32.28	193.67	1,085.65	610.08	1,103.95	731.66	202.78	7,187.98	
MS Amended Parcel Map (EXIST SEWER)	3,227.91	32.28	193.67	1,085.65	610.08	828.49	731.66	194.51	6,904.25	
MS Amended Parcel Map (NEW SEPTIC OR SYSTEM)	3,227.91	32.28	193.67	1,085.65	610.08	1,103.95	731.66	202.78	7,187.98	
MS Ext (new septic or system)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
MS Vesting Tentative Map (exist sewers)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
MS Vesting Tentative Map Ext (exist sewers)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
MS Vesting Tentative Map Ext (new septic or system)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	162.53	5,805.99	
Oak Woodland Guidelines Consistency Certification	322.79	3.23	19.37	0.00	0.00	0.00	0.00	0.00	528.30	
Parcel Legality Determination - each additional lot > 2	484.19	4.84	29.05	0.00	0.00	0.00	365.83	25.50	909.41	CC: per each add'l lot
Parcel Legality Determination 1-2 Lots	806.98	8.07	48.42	0.00	0.00	0.00	1,097.49	57.13	2,018.09	CC: 1-2 lots
Parcel Map Processing	0.00	0.00	0.00	1,410.59	0.00	0.00	0.00	42.32	1,452.91	
Parcel Map Processing(per Lot)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Permit Amendment, Renewals, Revisions or Extensions	3,227.91	32.28	193.67	1,085.65	610.08	413.17	365.83	141.77	5,093.39	
Plan check fee for building permit	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.97	376.80	
Pre/Post Application Conference - change to (per hour)	167.40	0.00	0.00	108.66	121.58	143.10	0.00	0.00	534.76	PER HOUR
Preliminary Map	0.00	0.00	0.00	1,085.65	0.00	0.00	0.00	32.57	1,118.22	
Public Service Easement Abandonment	0.00	0.00	0.00	2,171.30	0.00	0.00	0.00	65.14	2,236.44	
Record of Survey	0.00	0.00	0.00	434.69	0.00	0.00	0.00	13.04	447.73	
Research	322.79	3.23	19.37	108.66	0.00	0.00	0.00	12.94	467.01	
Rezoning or Code Text Amendments - Extraordinary Project	16,139.56	0.00	968.37	5,379.55	7,204.70	1,829.15	1,136.16	1,136.16	39,976.54	Extraordinary Proj'l Hourly Rate
Road Abandonment	806.98	8.07	48.42	2,713.59	0.00	0.00	365.83	116.59	4,059.48	
Road Name	0.00	0.00	0.00	1,085.65	0.00	0.00	0.00	32.57	1,118.22	

MONTEREY COUNTY LAND USE FEES
(effective 07/01/2012)

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (\$)	PWD	WRA	EH	CC	GPU (6)	Total FY10	Notes
Scenic Easement Amendment	16,139.56	18.74	96.84	0.00	0.00	0.00	365.83	59.39	2,152.16	
Sewage treatment & reclamation facility - Application	0.00	0.00	0.00	0.00	0.00	1,103.95	0.00	33.12	1,137.07	
Sewage treatment & reclamation facility - Permit fee /yr.	0.00	0.00	0.00	0.00	0.00	828.49	0.00	24.85	853.34	
Soils Testing (per hour)	0.00	0.00	0.00	0.00	0.00	143.10	0.00	4.29	147.39	
Specific Plan (2) (7) Hourly Rate - Extraordinary Project	16,139.56	161.40	988.37	5,379.85	3,518.75	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
Specific Plan Amendment (2) (7) Hourly Rate - Extraordinary Project	16,139.56	161.40	988.37	5,379.85	3,518.75	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
Specific Plan Conformance Determination	0.00	0.00	0.00	0.00	0.00	0.00	548.75	16.46	565.21	
Standard Sub Preliminary Map (exist sewers)(4)	6,445.06	64.45	386.70	1,085.65	2,927.72	2,759.87	0.00	386.55	14,066.00	WRA: Alter 24 hrs, \$121.58/hr
Standard Sub Preliminary Map (new septic or system)	6,445.06	64.45	386.70	1,085.65	2,927.72	3,450.63	0.00	417.27	14,777.48	WRA: Alter 24 hrs, \$121.58/hr
Standard Sub Project Review Map (CVMP)	2,236.01	22.38	134.28	2,171.30	0.00	0.00	0.00	132.28	4,698.25	
Standard Sub Tentative Map (exist sewers)	12,911.65	129.12	774.70	3,357.03	3,659.38	2,759.87	3,658.29	790.39	28,040.43	PW: +\$335.70/lot/ WRA: Alter 30 hrs, \$121.58/hr
Standard Sub Tentative Map (new septic or system)	12,911.65	129.12	774.70	3,357.03	3,659.38	3,450.63	3,658.29	811.11	28,751.91	PW: +\$335.70/lot/ WRA: Alter 30 hrs, \$121.58/hr
Standard Sub Vesting Tentative Map (exist sewers)	12,911.65	129.12	774.70	3,357.03	3,659.38	2,759.87	3,658.29	826.96	29,296.07	PW: +\$335.70/lot/ WRA: Alter 40 hrs, \$121.58/hr
Standard Sub Vesting Tentative Map (new septic or system)	12,911.65	129.12	774.70	3,357.03	3,659.38	3,450.63	3,658.29	847.68	30,007.55	PW: +\$335.70/lot/ WRA: Alter 40 hrs, \$121.58/hr
Standard Sub, Amended Final Map (ON SEPTIC)	3,873.49	38.73	232.41	2,171.30	610.08	1,517.11	1,463.32	289.06	10,195.50	
Standard Sub, Amended Final Map (ON SEWER OR EXIST SYSTEM)	3,873.49	38.73	232.41	2,171.30	610.08	1,242.74	1,463.32	280.83	9,912.90	
Std Sub Amendment or Revision (exist sewers)	3,873.49	38.73	232.41	1,303.00	610.08	1,242.74	1,463.32	254.78	9,018.55	WRA: Alter 5 hrs, \$121.58/hr
Std Sub Amendment or Revision (new septic or system)	3,873.49	38.73	232.41	1,303.00	610.08	1,517.11	1,463.32	263.01	9,301.15	WRA: Alter 5 hrs, \$121.58/hr
Std Sub Extension (exist sewers)	3,873.49	38.73	232.41	868.30	610.08	413.17	914.58	200.39	7,151.15	WRA: Alter 5 hrs, \$121.58/hr
Std Sub Extension (new septic or system)	3,873.49	38.73	232.41	868.30	610.08	413.17	914.58	200.39	7,151.15	WRA: Alter 5 hrs, \$121.58/hr
Std Sub Final Map Processing (4)	0.00	0.00	0.00	1,678.51	0.00	529.38	1,829.15	121.11	4,158.15	PW: +\$167.85/lot
Std Sub Vesting Tentative Map (new septic or system)	12,911.65	129.12	774.70	3,357.03	3,659.38	3,450.63	3,658.29	847.68	30,007.55	PW: +\$335.70/lot/ WRA: Alter 40 hrs, \$121.58/hr
Surface Mine Annual Inspection	3,227.91	32.28	193.67	0.00	0.00	0.00	0.00	95.84	3,550.70	
Surface Mine Reclamation Plan	12,911.65	129.12	774.70	0.00	0.00	0.00	731.66	409.30	14,956.43	
Tree Removal, Director's Approval (Inland)	258.23	2.58	15.49	0.00	0.00	0.00	0.00	7.75	284.05	
Tree Waiver, Coastal	258.23	2.58	15.49	0.00	0.00	0.00	0.00	7.75	284.05	
Use Permit - General	4,034.89	40.35	242.09	650.97	975.90	1,103.95	548.75	219.43	7,816.33	
Use Permit - Signs	2,259.54	22.60	135.57	217.35	0.00	0.00	182.91	79.79	2,897.76	
Use Permit - Tree Removal	2,259.54	22.60	135.57	0.00	0.00	0.00	182.91	73.27	2,673.89	
Variance	3,227.91	32.28	193.67	494.69	654.32	551.96	182.91	157.55	5,635.29	
Vested Rights Determination	6,445.06	64.45	387.35	0.00	0.00	0.00	1,829.15	248.55	8,985.43	
Well Constructor/Destruction Database Maintenance	0.00	0.00	0.00	0.00	0.00	0.00	0.00	10.97	376.80	
Well Construction-over 5 acre ft production in zone 2A	0.00	0.00	0.00	0.00	610.08	0.00	0.00	18.30	628.38	

MONTEREY COUNTY LAND USE FEES
(effective 07/01/2012)

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (8)	PWD	WFA	EH	CC	GPU (6)	Total FY10	Notes
Well Reconstruction/Destruction for zone 2A	0.00	0.00	0.00	0.00	365.83	0.00	0.00	10.97	376.80	
Williamson Act or Farmland Security Zone Contract	1,452.56	14.53	87.15	0.00	0.00	0.00	1,463.32	87.48	3,105.04	
Williamson Act Amendments	1,452.56	14.53	87.15	0.00	0.00	0.00	914.58	71.01	2,539.83	

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

- (1) EIRs ARE PROCESSED AS PART OF AN EXTRAORDINARY PROJECT WITH HOURLY RATES APPLIED FOR ACTUAL TIME
- (2) SPECIFIC PLAN ARE PROCESSED AS PART OF AN EXTRAORDINARY PROJECT WITH HOURLY RATES APPLIED FOR ACTUAL TIME
- (3) STORAGE AND ELECTRONIC CONVERSION OF FILES (Doc Mgt): 1% OF THE PLANNING PERMIT FEE
- (4) STANDARD SUBDIVISIONS, ADD \$335.70/LOT AND \$167.85/LOT FOR FINAL MAP PROCESSING FOR PWD
- (5) CREDIT CARD CONVENIENCE FEE: 1.7% OF PERMIT FEES
- (6) GENERAL PLAN IMPLEMENTATION (GPU) FEE: 3% OF TOTAL PERMIT FEES
- (7) EH WILL CHARGE THE HOURLY RATE OF \$140.16/HR ONCE THE STANDARD PERMIT FEE FOR EXTRAORDINARY PERMITS HAVE BEEN EXHAUSTED
- (8) TECHNOLOGY FEE: 6% OF PLANNING PERMIT FEE (7/1/2008 - 6/30/2013)

NOTE: Pursuant to Board of Supervisors Resolution No. 08-132, fees are adjusted annually to reflect changes in San Francisco-Oakland-San Jose Area Consumer Price Index (CPI). The fees shown on this document include the following adjustments:

- Effective 7/1/2009: .8% Increase
- Effective 7/1/2010: 1.7% Increase
- Effective 7/26/2010: BOS Resolution No. 10-130 (New fees for Mills Act, Oak Woodland Certification, and Ground Mounted Solar review)
- Effective 7/1/2011: 2.8% Increase
- Effective 7/1/2012: 2.1% Increase



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12306 and A-12313

Upon motion of Supervisor Salinas, seconded by Supervisor Phillips and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 6 to Professional Services Agreement No. A-12306 with EMC Planning Group, Inc. (EMC) where the Base budget is increased by \$127,159 to \$283,573 and a Contingency budget is added in the amount of \$19,074, for a total amount not to exceed \$302,647 to prepare a Revised Draft Environmental Impact Report (EIR) to include significant new information to the Biological Resources, Cultural and Historic Resources, Hydrology, Traffic, Water Quality, and Noise sections, and to include evaluation of an additional alternative to the Paraiso Hot Springs Resort EIR (PLN040183), in Soledad, and extend the term to December 31, 2016; and
- b. Approved Renewal and Amendment No. 1 to Funding Agreement No. A-12313 with Thompson Holdings, LLC, where the Base budget is increased by \$127,159 to \$270,713, a Contingency budget is added in the amount of \$19,074, the County Surcharge is unchanged at \$16,742, and the County Contract Administration Fee is unchanged at \$3,170, for a total amount not to exceed \$309,699 to allow funding to Monterey County for costs incurred by EMC and County departments to prepare a Revised Draft EIR to include significant new information to the Biological Resources, Cultural and Historic Resources, Hydrology, Traffic, Water Quality, and Noise sections, and to include evaluation of an additional alternative to the Paraiso Hot Springs Resort EIR (PLN040183), in Soledad, and renew the term retroactively to June 30, 2013 through and including December 31, 2016; and
- c. Authorized the Director of Planning or designee to execute Amendment No. 6 to Professional Services Agreement No. A-12306, Renewal and Amendment No. 1 to Funding Agreement No. A-12313 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.(PLN040183 / EIR for the Paraiso Hot Springs Resort, in Soledad)

PASSED AND ADOPTED on this 12th day of January 2016, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas and Parker

NOES: None

ABSENT: Supervisor Potter

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on January 12, 2016.

Dated: January 15, 2016
File ID: A 15-415

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**RENEWAL AND AMENDMENT NO. 1
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THOMPSON HOLDINGS, LLC**

WHEREAS, Thompson Holdings, LLC, hereinafter referred to as "PROJECT APPLICANT" and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as, the "County" (collectively, the "Parties") previously entered into a Funding Agreement, dated September 11, 2012, for the provision of funding services provided for the completion of the Environmental Impact Report (hereinafter, "EIR") for the Paraiso Hot Springs Resort ("Project") (hereinafter, "Agreement") ; and

WHEREAS, the Agreement expired pursuant to its terms on June 30, 2013; and

WHEREAS, the Parties wish to renew the Agreement retroactive to June 30, 2013; and

WHEREAS, PROJECT APPLICANT has applied to the County for approval of a Combined Development Permit for the Project requiring an EIR; and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, Contractor has completed tasks through the circulation of the Project's Draft EIR for Public Review under Exhibit 1, Professional Services Agreement between EMC Planning Group, Inc. and the County of Monterey for the Environmental Impact Report for the Paraiso Hot Springs Resort, of the Agreement; and

WHEREAS, the Parties acknowledge a total amount of \$22,383.00 originally on deposit with the County for tasks approved under Exhibit 1 of the Agreement is no longer necessary and will be reallocated to new tasks required as identified in Exhibit 1B, Amendment No. 6 to the Professional Services Agreement between EMC Planning Group, Inc. and the County of Monterey for the Environmental Impact Report for the Paraiso Hot Springs Resort, of the Agreement for completion of the EIR for the Project; and

WHEREAS, new tasks will be included in Exhibit 1B of the Agreement to allow Contractor to prepare a Revised Draft EIR to include significant new information to the Biological Resources, Cultural and Historic Resources, Hydrology, Traffic, Water Quality, and Noise sections, and to include evaluation of an additional alternative for completion of the Project; and

WHEREAS, the Parties wish to extend the term of the renewed Agreement through and including December 31, 2016 and to increase the amount by \$146,232.28 to allow PROJECT APPLICANT to continue funding to County for costs incurred by Contractor and County departments to complete tasks identified in this Agreement and as amended by this RENEWAL AND AMENDMENT NO. 1.

NOW THEREFORE,

For valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Agreement is renewed retroactive to June 30, 2013, and all of its provisions shall be deemed to have been in effect continuously since that time.
2. Amend the second sentence of Paragraph B of "Recitals", to read as follows:

CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, "PSA", attached to this AGREEMENT as Exhibit "1", Scope of Work specified in Amendment No. 1 through Amendment No. 5 to the PSA, attached to this AGREEMENT as Exhibit "1A", and the proposed Scope of Work specified in Amendment No. 6 to the PSA, attached to this AGREEMENT as Exhibit "1B", between the County and CONTRACTOR, and incorporated herein by reference as if fully set forth.

3. Amend Paragraph D of "Recitals", to read as follows:

County and PROJECT APPLICANT hereby agree that County shall engage CONTRACTOR to complete the services set forth in Exhibits "1", "1A", and "1B" of this AGREEMENT.

4. Amend Paragraph 1, "Deposits to Fund PSA, County Contract Administration Fee, Planning Department Staff Costs", to add the following:

PROJECT APPLICANT shall make a fourth payment in the amount equal to \$67,383.50 of the maximum charge under this RENEWAL AND AMENDMENT NO. 1 to fund the CONTRACTOR's Base Budget. This fourth payment shall be made with the County Resource Management Agency (RMA) – Planning and is due upon approval of this RENEWAL AND AMENDMENT NO. 1 by the Monterey County Board of Supervisors, currently scheduled for December 15, 2015.

PROJECT APPLICANT and County understand and agree that PROJECT APPLICANT is entitled to and shall receive credit in the amount of \$22,383.00 originally on deposit with County for tasks approved under Exhibit "1" of the Agreement and no longer necessary, and that the amount of \$22,383.00 shall be credited to PROJECT APPLICANT's fourth payment in the amount of \$67,383.50.

PROJECT APPLICANT's payment of \$45,000.50 with County shall be a condition precedent to County's obligation under this AGREEMENT.

PROJECT APPLICANT shall make a fifth payment in the amount equal to \$45,000.00 of the maximum charge under this RENEWAL AND AMENDMENT NO. 1 to fund the CONTRACTOR's Base Budget. This fifth payment shall be made with the County RMA – Planning and is due on February 29, 2016 or at submittal of the Administrative Draft EIR, whichever occurs first.

PROJECT APPLICANT's payment of \$45,000.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

PROJECT APPLICANT shall make a sixth payment in the amount equal to \$37,158.00 of the maximum charge under this RENEWAL AND AMENDMENT NO. 1 to fund the CONTRACTOR's Base Budget. This sixth payment shall be made with the County RMA – Planning and is due on June 30, 2016 or at submittal of the Administrative Final EIR, whichever occurs first.

PROJECT APPLICANT's payment of \$37,158.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

5. Amend Paragraph 2, "Maximum Budget Under AGREEMENT", to read as follows:

The maximum amount which may be charged by the CONTRACTOR under the PSA is \$302,647.08.

CONTRACTOR's Base Budget (paid by PROJECT APPLICANT):	\$293,096.30
CONTRACTOR's Base Budget (paid by County):	\$ 12,860.00*
Credit for Base Budget Tasks (credited to PROJECT APPLICANT):	-\$ 22,383.00
Project Contingency (paid by PROJECT APPLICANT):	\$ 19,073.78
<u>Maximum Charge (paid to CONTRACTOR) Under AGREEMENT:</u>	<u>\$302,647.08</u>

* PROJECT APPLICANT is not responsible for funding paid by the County for the CONTRACTOR's Base Budget increase in the amount of \$12,860.00 as outlined in Amendment No. 1 and Amendment No. 2 to the PSA of Exhibit "1A" of this Agreement for continuation of services for completion of the Project.

The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$309,699.21.

CONTRACTOR's Base Budget:	\$266,610.30
CONTRACTOR's Base Budget (optional task):	\$ 4,103.00
County Contract Administration Fee:	\$ 3,170.00
Deposit for RMA – Planning Staff Costs:	\$ 16,742.13
Project Contingency:	\$ 19,073.78
<u>Maximum Charge Under AGREEMENT:</u>	<u>\$309,699.21</u>

6. Amend the first sentence of Paragraph 3, "Engagement of CONTRACTOR", to read as follows:

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 Exhibits "1", "1A", and "1B".

7. Amend the first sentence of Paragraph 4.a., "CONTRACTOR", to read as follows:

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$270,713.30.

8. Amend Paragraph 4.a., "CONTRACTOR", to add the following:

Fifteen Percent (15%) Project Contingency. An additional fifteen percent to CONTRACTOR's Base Budget, as noted in Exhibit "1B" shall be included in the PSA between County and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$19,073.78, and is subject to the procedures in *Section 3, Transfer from Project Contingency Account*, specified in "Exhibit A-3", *Scope of Services/Payment Provisions, for the Paraiso Hot Springs Resort Project*, of the PSA.

9. Amend Paragraph 6, "Term", to read as follows:

AGREEMENT shall become effective September 10, 2012 and continue through December 31, 2016, unless terminated pursuant to Paragraph 7 or amended pursuant to Paragraph 11 of AGREEMENT.

10. Amend the first sentence of Paragraph 7, "Termination", to read as follows:

AGREEMENT shall terminate on December 31, 2016, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

11. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1, and shall continue in full force and effect as set forth in the Agreement.

12. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original Agreement dated September 11, 2012.

13. The recitals to this RENEWAL AND AMENDMENT NO. 1 are incorporated by this reference.

IN WITNESS WHEREOF, the Parties execute this RENEWAL AND AMENDMENT NO. 1 which shall be effective as of the last date opposite the respective signatures below.

THE COUNTY OF MONTEREY

By: [Signature]
Director of Planning

Date: 1/20/16

THOMPSON HOLDINGS, LLC*

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

Its: John M. Thompson member/President
(Print Name and Title)

Date: 11/19/2015

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

Its: Karen A. Thompson-Harry/Secretary
(Print Name and Title)

Date: 11/19/2015

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 12-1-2015

*INSTRUCTIONS: IF APPLICANT is 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 APPLICANT is a partnership, the name of the partnership shall be set forth in the Agreement together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign this Agreement.

EXHIBIT 1

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
EMC PLANNING GROUP, INC.
AND THE COUNTY OF MONTEREY
FOR THE
ENVIRONMENTAL IMPACT REPORT
FOR THE
PARAISO HOT SPRINGS RESORT**



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5086.

Board Order

Agreement No.: A-12306; A-12313

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

- a. Approved a Professional Services Agreement with EMC Planning Group, Inc. (EMC) (A-12306) where the Base Budget is \$143,554.80 to provide an Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort (PLN040183) in Soledad, for a term through June 30, 2013; and
- b. Approved a Funding Agreement with Thompson Holdings, LLC (A-12313) where the Base Budget is 143,554.80, the County contract administration fee is \$3,170.00, and the Planning Department's deposit is \$16,742.13, for a total amount not to exceed \$163,466.93 to allow funding to Monterey County for costs incurred by EMC and County departments to provide an EIR for the Paraiso Hot Springs Resort (PLN040183) in Soledad, for a term through June 30, 2013; and
- c. Authorized the Director of Planning to execute the Professional Services Agreement, Funding Agreement and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.

Permit Type: PLN 040183 / Environmental Impact Report for the Paraiso Hot Springs Resort in Soledad (REF110063/EMC Planning)

PASSED AND ADOPTED on this 28th day of August 2012, by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on August 28, 2012.

Dated: September 6, 2012
File Number: 12-768

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(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:
EMC Planning Group, 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 Paradise Hot Springs Resort

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 \$ 143,554.80.

3. **TERM OF AGREEMENT.** The term of this Agreement is from September 10, 2012 to June 30, 2013, 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 August 20, 2012

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.

9.0 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.

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).

9.04 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 to 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 former 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 III	Jeff Wissler-Adam, Senior Principal
Name and Title	Name and Title
County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	BMC Planning Group, Inc. 301 Lighthouse Avenue, Suite C Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 649-1799
Phone	Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party, shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

This space left blank intentionally

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

COUNTY OF MONTEREY

CONTRACTOR

By: Purchasing Officer

EMC Planning Group, Inc.
Contractor's Business Name*

Date: _____

By: [Signature]
Department Head (if applicable)

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

Date: 8/11/12

By: _____
Board of Supervisors (if applicable)

MICHAEL GROVES, PRESIDENT
Name and Title

Date: _____

Date: AUGUST 23, 2012

Approved as to Form

By: [Signature]
County Counsel

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

Date: 8-29-12

TERI WISSLER ADAM, SECRETARY
Name and Title

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: _____

Date: AUGUST 23, 2012

Date: _____

Approved as to Liability Provisions

By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement Number: A-12306

*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
²Approval by Auditor-Controller is required
³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

1.0

SCOPE OF SERVICES

The consultant team proposes to prepare documentation in compliance with CEQA as identified in the County's request for proposals. The scope of work includes the following deliverables:

- * Draft copies of revised ADEIR sections: Air Quality; Climate Change; Cultural Resources; Drainage and Water Quality; Groundwater and Long-term Water Supply; Water Demand and Water Treatment; Wastewater; and Traffic and Transportation.
- * Screen Check DEIR;
- * Draft EIR;
- * Administrative FEIR;
- * Final EIR; and
- * Mitigation Monitoring & Reporting Plan (County format) and CEQA Findings.

The EIR will be prepared in a manner that is concise, clear, and easy to read for the general public. The environmental documents will be prepared in accordance with CEQA and the state CEQA guidelines. The scope to be undertaken toward the completion of the environmental review services involves the tasks outlined below.

Task 1 Administration, Management, and Project Start-Up

- 1.1 Contract negotiations and management.
- 1.2 Initiate subconsultants and project team coordination.
- 1.3 Provide CEQA consultation and management services for client.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

- 1.4 Obtain all project information from County staff (including ADEIR graphics in a format that can be modified). Catalogue all documentation and confirm with County staff that we have all relevant information. Distribute applicable documentation to team members. Review documentation in preparation of site visit and kick-off meeting.

Task 2 Site Visit/Kick-off Meeting/Weekly Conference Calls

- 2.1 Conduct a site visit to confirm existing conditions and surrounding land uses at the project site.
- 2.2 Develop an agenda and attend a kick-off meeting at the project site (same time as the site visit in Task 2.1 above). EMC Planning Group and Wallace Group project managers will attend a kick-off meeting with County staff (Planning, Water Resources Agency, Environmental Health Bureau, and Public Works) to discuss the project. Issues expected to be addressed include the following: project description and objectives, scheduling, water treatment, wastewater, drainage, traffic and access issues, cultural resources, and alternatives.
- 2.3 Attend weekly or bi-weekly conference calls until the DEIR is out for public review, then monthly or twice monthly as appropriate. EMC Planning Group has budgeted to attend 16, two-hour conference calls; Wallace Group has budgeted to attend two, 1.5-hour conference calls; and Hexagon has budgeted to attend up to four, one-hour conference calls. Requests to attend additional meetings and conference calls will require an amendment to the budget.

Task 3 Peer Review and Make Minor Revisions to ADEIR

- 3.1 Convert ADEIR text and graphics to EMC Planning Group format.
- 3.2 Review responses to the Notice of Preparation. Consult, as appropriate, with responsible and trustee agencies.
- 3.3 Review ADEIR in detail and make minor revisions. Note any inadequacies that have not already been identified. If County staff agrees that these area(s) are inadequate, the consultant will prepare a scope of work and budget to revise these sections of the ADEIR. A contract amendment would be necessary.

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 4 Peer Review Culligan Quality Water Enterprises and AdEdge Technologies Water Treatment Strategies and Alternatives

- 4.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Wallace Group will conduct their peer review and prepare and submit a technical memorandum for review and comment by EMC Planning Group and County Water Resources Agency.

Task 5 Peer Review and Evaluate Supplemental Wastewater Treatment Facility Materials

- 5.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Wallace Group will conduct their peer review and analysis and prepare and submit a technical memorandum for review and comment by EMC Planning Group and County Environmental Health.

Task 6 Peer Review New Archaeological Report Documentation

- 6.1 Upon completing review of all applicable project materials and consultation with County staff at the kick-off meeting, Archaeological Consulting and EMC Planning Group will conduct their peer review and prepare and submit a technical memorandum for review and comment by EMC Planning Group. This includes archaeological reports prepared for both the project site and the off-site roadway improvements.

Task 7 Conduct New Air Quality and Greenhouse Gas Emissions Modeling

- 7.1 EMC Planning Group will conduct a new air quality and greenhouse gas emissions analysis using the California Emissions Estimator Model (CalEEMod) and revise the air quality and climate change sections of the ADEIR.

Task 8 Draft Revisions to Select ADEIR Chapters

- 8.1 Prepare and submit draft copies of the following revised ADEIR sections: Air Quality; Climate Change; Cultural Resources; Drainage and Water Quality; Groundwater and Long-term Water Supply; Water Demand and Water Treatment; Wastewater; and Traffic and Transportation.

Deliverables

- Five (5) bound printed copies

EXHIBIT A -- SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 9 Final Technical Memorandum of Peer Review Activities

- 9.1 Based upon comments from County staff on the draft revisions to select ADEIR chapters, the consultant team will finalize the technical memorandum, which will be included as appendices to the DEIR. The budget accommodates responding to only one round of comments from County staff.

Task 10 Screen Check DEIR/Legal Counsel Meeting

- 10.1 Comprehensively revise the ADEIR and produce a screen check DEIR, with appendices, which will include the technical memorandums.
- 10.2 Attend project meeting with County Legal Counsel.

Deliverables

- Five (5) bound printed copies

Task 11 Public Review DEIR

- 11.1 Based upon County staff comments on the screen check DEIR, revise the document and produce the public review DEIR, with appendices.
- 11.2 Prepare the Notice of Availability and the Notice of Completion.
- 11.3 Compile reference documentation. Electronic copies will be provided when available. Hard copies will be provided where electronic copies are not available. Where the reference is on a website, only the reference to the website will be provided.
- 11.4 Attend a meeting with County staff.

Deliverables

- One (1) hard copy, single-sided DEIR
- Forty-five (45) bound hard copies
- Ten (10) CDROM copies
- Compendium of reference materials (electronically or electronically and hard copy combination)

EXHIBIT A -- SCOPE OF SERVICES / PAYMENT PROVISIONS
PARAISO SPRINGS RESORT EIR PROPOSAL
REVISED AUGUST 20 2012

Task 12 Administrative Final EIR

12.1 Prepare the response to comments and changes to the DEIR and compile into the administrative final EIR (AFEIR). Prepare AFEIR as a separate document (from the draft EIR) including a revised summary section, a list of all agencies and individuals commenting on the draft EIR, comments received during the public review period for the draft EIR, responses to those comments, and changes to the draft EIR.

12.2 Attend meeting with County staff.

Deliverables

- Five (5) bound printed copies of the AFEIR.

Task 13 Final EIR

13.1 Prepare the final EIR (FEIR) based upon County staff comments.

Deliverables

- One (1) hard copy, single-sided of the FEIR.
- Forty (40) hard copies of the FEIR.
- Ten (10) CDROM copies of the FEIR.

Task 14 Mitigation Monitoring and Reporting Plan and CEQA Findings

14.1 Prepare a draft mitigation monitoring and reporting plan for review and comment by County staff.

14.2 Prepare draft CEQA findings as required by CEQA Guidelines section 15091 for review and comment by County staff.

14.3 Prepare final mitigation monitoring and reporting plan and final CEQA findings.

Deliverables

- One (1) electronic version of each draft and final document

2.0 BUDGET AND SCHEDULE

2.1 BUDGET AND SCHEDULE

The budget and schedule are presented on the following pages.

EXHIBIT A - SCOPE OF SERVICES / PAYMENT PROVISIONS

Paraiso Springs Resort EIR Budget (8/21/12)										
EMC Planning Group Inc.										
Task	Sr. Principal Groves	Sr. Principal Wisler Adem	Principal Planner James	Associate Biologist Edwards	Graphics	Production Administration	Total Hours	Total Cost		
Staff Billing Rate (Per Hour)	\$185.00	\$185.00	\$175.00	\$105.00	\$125.00	\$95.00				
1. Admin. Management, Project Start-Up	1	40	54	0	0	0	1	86	\$17,540.00	
2. Site Visit/Checkoff Meeting/Weekly Conference Calls	0	20	28	0	0	0	0	52	\$9,580.00	
3. Peer Review Draft ADEIR	1	4	24	8	8	8	8	51	\$7,955.00	
4. Peer Review Water Treatment Strategies	0	2	2	0	0	0	0	4	\$740.00	
5. Peer Review Supplemental WW Treatment Plant Materials	0	2	2	0	0	0	0	4	\$740.00	
6. Peer Review New Archeological & Cultural Reports	0	20	2	0	0	0	0	22	\$4,250.00	
7. CalEIRMed and Air Quality/Climata Change Revisions	0	2	32	0	0	0	0	34	\$5,950.00	
8. Draft Revisions to Select ADEIR Chapters	1	14	78	8	10	4	175	\$19,145.00		
9. Final Technical Memorandums	0	1	1	0	0	0	0	2	\$370.00	
10. Screen Check Draft Legal Counsel Meeting	0	12	28	0	0	0	0	50	\$9,200.00	
11. Public Review DEIR	0	3	16	0	0	0	0	24	\$3,960.00	
12. Administrative Final EIR	0	8	80	0	0	0	0	88	\$16,320.00	
13. Final EIR	0	4	16	0	0	0	0	24	\$3,960.00	
14. MMF/PCOA Findings	0	8	40	0	0	0	0	48	\$8,880.00	
15. PUEOS Public Hearings	0	8	24	0	0	0	0	32	\$5,760.00	
Subtotal (Hours)	3	143	425	20	20	37	37	664	\$112,430.00	
Subtotal (Cost)	\$555.00	\$23,055.00	\$74,575.00	\$2,100.00	\$2,500.00	\$3,515.00		\$85,140.00		
Additional Costs										
Production Costs									\$3,600.00	
Travel Costs									\$180.00	
Postal/Deliverables									\$300.00	
Miscellaneous									\$500.00	
Administrative Overhead - 10%									\$458.00	
Total									\$5,038.00	
Subconsultant Fees										
Wallace Group									\$14,160.00	
Hexagon Transportation Consultants									\$5,050.00	
Archaeological Consulting Peer Review (All Arch. Reports)									\$1,000.00	
Subconsultant Overhead - 10%									\$2,026.80	
Total									\$22,236.80	
Total Costs										
									\$139,451.80	

OPTIONAL TASKS

Wallace Group Attendance at Additional Mtgs and Public Hearings \$2,920.00 Per Meeting - Two Attendees plus 10% Overhead; Total \$3,223.00
 Hexagon Attendance at Additional Mtgs and Public Hearings \$800.00 Per Meeting plus 10% Overhead; Total \$880.00
 Total Optional Tasks \$4,103
 Total with Optional Tasks \$143,554.80

3.0 TASKS AND PAYMENTS

The "Additional Costs" and "Subconsultant Fees" on the budget spreadsheet have been incorporated into the appropriate task for milestone billing purposes.

Tasks	Payment
1. Admin, Management, Project Start-Up	\$17,540.00
2. Site Visit/Kick-off Meeting/Weekly Conference Calls	\$9,080.00
3. Peer Review/Edit EIR	\$7,565.00
4. Peer Review Water Treatment Strategies & Alternatives	\$8,532.40
5. Peer Review WW Treatment Plant Documents	\$8,532.40
6. Peer Review New Archaeological and Cultural Reports	\$5,350.00
7. CalBEMod and Air Quality/Climate Change Revisions	\$5,990.00
8. Draft Revisions to Select ADEIR Chapters	\$24,644.00
9. Final Technical Memorandums	\$370.00
10. Screen Check DEIR/Legal Counsel Meeting	\$13,288.00
11. Public Review Draft EIR	\$3,960.00
12. Administrative Final EIR	\$16,320.00
13. Final EIR	\$3,960.00
14. Mitigation Monitoring and Reporting Program and CEQA Findings	\$8,560.00
15. Public Hearing	\$5,760.00
Sub-Total	\$139,451.80
Optional Tasks: Wallace Group and Hexagon attendance at an additional meeting/or public hearing	\$4,103.00
Total with Optional Tasks	\$143,554.80

EXHIBIT A – SCOPE OF SERVICES / PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

*EMC Planning Group, Inc.
The Paraiso Hot Springs Resort Environmental Impact Report*

Date: _____

Invoice No. _____

Agreement Term: September 10, 2012 – June 30, 2013

Agreement Amount: \$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)

This Invoice:	\$ 17,540.00	Task 1: Admin., Management, Project Start-Up	
	\$ 9,080.00	Task 2: Site Visit/Kick-Off Meeting/weekly Conference Calls	
	\$ 7,565.00	Task 3: Peer Review/Edit EIR	
	\$ 8,532.40	Task 4 : Peer Review Water Treatment Strategies & Alternatives	
	\$ 8,532.40	Task 5: Peer Review WW Treatment Plant Documents	
	\$ 5,350.00	Task 6: Peer Review New Archaeological and Cultural Reports	
	\$ 5,990.00	Task 7: CalEEMod and Air Quality/Climate Change Revisions	
	\$ 24,644.00	Task 8: Draft Revisions to Select ADEIR Chapters	
	\$ 370.00	Task 9: Final Technical Memorandums	
	\$ 13,288.00	Task 10: Screen Check DEIR/Legal Counsel Meeting	
	\$ 3,960.00	Task 11: Public Review Draft EIR	
	\$ 16,320.00	Task 12: Administrative Final EIR	
	\$ 3,960.00	Task 13: Final EIR	
	\$ 8,560.00	Task 14: Mitigation Monitoring and Reporting Program and CEQA Findings	
	\$ 5,760.00	Task 15: Public Hearings	
Subtotal:			\$139,451.80
	\$ 4,103.00	Optional Tasks: Wallace Group and Hexagon attendance at an additional meeting/or public hearing (prior written approval must be attached when submitting invoice)	
Grand Total:			\$143,554.80

EXHIBIT 1A

**AMENDMENT NO. 1 THROUGH AMENDMENT
NO. 5 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
EMC PLANNING GROUP, INC.
AND THE COUNTY OF MONTEREY
FOR THE
ENVIRONMENTAL IMPACT REPORT
FOR THE
PARAISO HOT SPRINGS RESORT**



Monterey County

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Agreement No.: A-12306

Upon motion of Supervisor Parker, seconded by Supervisor Calcagno, and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 1 to Professional Services Agreement No. A-12306 with EMC Planning Group, Inc. (EMC) where the Base Budget is increased by \$6,850.00 for a total amount not to exceed \$150,404.80 to provide for new tasks associated with additional analysis to determine consistency with the 1982 General Plan, impact on oak woodlands and stream channel modification for completion of the Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort (PLN040183), in Soledad, and extend the term through June 30, 2014; and
- b. Authorized the Director of Planning to execute Amendment No. 1 to Professional Services Agreement No. A-12306 and future amendments to this Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.
(Contract - REF110063/EMC Planning Group, Inc. and PLN040183/Environmental Impact Report for the Paraiso Hot Springs Resort in Soledad)

PASSED AND ADOPTED on this 12th day of March 2013, by the following vote, to wit:

AYES: Supervisors Calcagno, Salinas, Potter, and Parker

NOES: None

ABSENT: Supervisor Armenta

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on March 12, 2013.

Dated: March 20, 2013
File Number: 13-0210

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 1 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement"); and

WHEREAS, the Paraiso Hot Springs Resort Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed; and

WHEREAS, additional funding and time are required for completion of new tasks associated with additional analysis to determine consistency with the 1982 General Plan, impact on oak woodlands and stream channel modification before completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to June 30, 2014 and increase the amount by \$6,850.00 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 1.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence in Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A and A-1 in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, 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 \$150,404.80.

Amendment No. 1 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning
Term: September 10, 2012 to June 30, 2014
Not to Exceed: \$150,404.80

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 10, 2012 to June 30, 2014, unless sooner terminated pursuant to the terms of this Agreement.
4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
5. The "Paraiso Springs EIR Schedule" referenced in Agreement, Exhibit A - Scope of Services/Payment Provisions, is hereby amended to extend through June 30, 2014 to allow for completion of Activity 6 through 19 on the Schedule, to conform to the amended term of the Agreement.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning
Term: September 10, 2012 to June 30, 2014
Not to Exceed: \$150,404.80

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Professional Services Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Director of Planning

EMC Planning Group, Inc.
Contractor's Business Name

Date: 3/22/13

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

Its: Michael Groves, President
(Printed Name and Title)

Date: February 15, 2013

Approved as to Form and Legality
Office of the County Counsel

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

By: [Signature]
Deputy County Counsel

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: 2-25-13

Date: February 14, 2013

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 2/2/13

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 1 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning
Term: September 10, 2012 to June 30, 2014
Not to Exceed: \$150,404.80

EXHIBIT A-1 - SCOPE OF SERVICES / PAYMENT PROVISIONS



Planting for Success.

February 12, 2013

John Ford, Senior Planner
County of Monterey
Resource Management Agency-Planning Department
168 W. Alisal St., 2nd Floor
Salinas, CA 93901

Re: Paraiso Springs Resort EIR
Professional Services Agreement Amendment No. 1
Second Revision

Dear John:

This is a request for an amendment to our existing professional services agreement. The County has determined that additional analysis is required for completion of the EIR. The specific scope of work and budget are presented in the attached documentation. The following presents a summary of the PSA, budget and amendment.

Professional Services Agreement	\$139,451.80
Amendment No. 1	\$6,850.00
Total	\$146,301.80

I look forward to receiving the PSA amendment.

Sincerely,

Teri Wissler Adam
Senior Principal

Professional Services Agreement amount is \$139,451.80 with an optional task amount of \$4,103.00 for a total amount not to exceed \$143,554.80. The amount of the Professional Services Agreement including Amendment No. 1 totals an amount not to exceed \$150,404.80.

NT / JWA
(Contractors' Initials)

2-15-13 2-15-13
(Date)

EXHIBIT A-1 - SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PSA AMENDMENT No. 1

Task 1 1982 General Plan Consistency Analysis

Consistency analysis with 1982 general plan.

Task 2 Oak Woodland Analysis

The documentation submitted by the applicant did not adequately address impacts to oak woodlands in compliance with Public Resources Code 21083.4. We will address the proposed project's impact on oak woodlands consistent with the County's approach on other projects; e.g. Ferrini Ranch Subdivision EIR and MST-Whispering Oaks EIR.

We understand that the vegetation map data and the impact boundary to calculate the acreage is not available from the applicant or his consultants that conducted the original analysis. We will need to develop the data to perform the calculations.

Note: The biological database searches (California Department of Fish and Wildlife, California Native Plant Society, United States Fish & Wildlife Service) for the project site to determine special-status species known to occur in the project region will be updated to the current year to ensure that all the species now known in the project region have been included in the analysis. If new species occurrences have been reported in the area in the past few years since the original searches, then that new information should be addressed. The task of performing the searches is accommodated within our existing budget; however, if there are new species to address, addressing the impacts to those species is not currently in our scope of work.

Task 3 Stream Channel Modification Analysis

The applicant has not provided an adequate description of the project component for the "re-circulating ornamental stream and waterfalls" as identified on the site plan and Conceptual Rendering of the Project in the ADEIR prepared by RBF in 2010.

Based on our discussions with the County, we understand that the renderings are conceptual; however, the applicant's plans do include proposed modification to the stream to the extent that an existing culvert would be removed, and the portion of the stream channel east of the proposed circular drop off, extending to the eastern property line, would be filled with water. Water would

EXHIBIT A-1 - SCOPE OF SERVICES / PAYMENT PROVISIONS

be re-circulated through this portion to provide a year-round stream feature. There would be a small area west of the proposed circular hotel entry, which would probably be included in this so that the entry bridge has the benefit of a water feature.

We understand that some of this drainage currently flows through culverts. One of the culverts would be removed and the channel restored. This culvert consists of two corrugated tin pipes. These will get ripped out essentially restoring this area to its "natural state" (state prior to the installation of the culvert).

A Wetland Delineation Report prepared for the project by the applicant's consultant identifies the stream channel as 5,983 linear ft. of 404 and 401 Jurisdictional Waters and assumes no impact to the stream channel. However the report does not identify the "re-circulating ornamental stream and waterfalls" that utilizes this blue line stream as a component of the project description and therefore does not evaluate this potentially significant impact to biological resources (alteration of a drainage under the jurisdiction of the United States Army Corps of Engineers, California Department of Fish and Wildlife, and Regional Water Quality Control Board). In addition, the ADEIR prepared by RBF (2010) does not evaluate this potential impact.

In order to evaluate the environmental impacts on this component of the proposed project, we will need the following information:

- impacts to riparian vegetation (removal or installation of native or non-native plants along the channel);
- whether the bed of the channel would be lined with some impermeable material to retain water in the channel;
- how many linear feet of the jurisdictional drainage feature will be altered/impacted;
- indicate where on a graphic the culvert removal will occur;
- indicate the length of the portion of the intermittent stream would hold flowing water year-round;
- how water will be cleaned; and
- in general, how will the creek bed or banks be affected.

A description of the water feature will be added to the project description. EMC Planning Group biologists and planning staff will then analyze proposed modifications to identify any new impacts, and propose appropriate mitigation in the EIR. Biology section of the EIR.

EXHIBIT A-1 - SCOPE OF SERVICES / PAYMENT PROVISIONS

Additional Potential Issues

The proposed water feature may also have potential impacts to water supply. In order to assess this, we would need to know how much water will be required to fill and maintain the feature, and how this water would be provided. Finally, we need to know how water would be re-circulated; i.e. will additional infrastructure be required to facilitate the recirculation and where will that infrastructure be constructed?

The attached budget does not address these additional potential issues.

EXHIBIT A-1 - SCOPE OF SERVICES / PAYMENT PROVISIONS

Paraiso Springs Resort EIR PSA Amendment No. 1 Budget (Revised)						
EMC Planning Group Inc.						
Task	St. Principal	Senior Planner	Associate Biologist	Production	Total Hours	Total Cost
Staff	\$195.00	\$150.00	\$125.00	\$125.00		
Billing Rate (Per Hour)	0.0	14.3	0.0	0.0	14.0	\$2,100.00
1982 General Plan Consistency Analysis	0.0	0.0	8.0	8.0	16.0	\$2,000.00
Oak Woodland Analysis	0.0	5.0	16.0	0.0	21.0	\$2,750.00
Stream Channel Modification Analysis	0.0	19.0	24.0	8.0	51.0	\$6,850.00
Subtotal (Hours)	\$0.00	\$2,950.00	\$8,000.00	\$1,000.00	71.0	
Subtotal (Cost)						\$6,850.00
Additional Costs						
Production Costs						\$0.00
Travel Costs						
Postal/Deliverables						
Miscellaneous						
Administrative Overhead 10%						\$0.00
Total						\$0.00
Total Costs						\$6,850.00

EXHIBIT A-1 - SCOPE OF SERVICES / PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

EMC Planning Group, Inc.
The Paradise Hot Springs Resort Environmental Impact Report

Date: _____

Invoice No. _____

Original Agreement Term: September 10, 2012 - June 30, 2013

Original Agreement Amount: \$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)

Amendment No. 1: \$ 6,850.00 (\$ 6,850.00 base budget plus \$0.00 project contingency)
Extension of Term to June 30, 2014

Total Agreement Amount: \$150,404.80 (\$150,404.80 base budget plus \$0.00 project contingency)

This Invoice: \$ 2,100.00 Task 1: 1982 General Plan Consistency Analysis

\$ 2,000.00 Task 2: Oak Woodland Analysis

\$ 2,750.00 Task 3: Stream Channel Modification Analysis

Grand Total:

\$6,850.00

Remaining Balance \$ _____

Approved as to Work/Payment: _____

John H. Ford, Planning Services Manager

Date

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

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.



Monterey County

Board Order

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Agreement No.: A-12306

Upon motion of Supervisor Salinas, seconded by Supervisor Parker and carried by those members present, the Board of Supervisors hereby:

- a. Approved Amendment No. 2 to Professional Services Agreement No. A-12306 with EMC Planning Group, Inc. (EMC) where the Base Budget is increased by \$6,010.00 for a total amount not to exceed \$156,414.80 to provide for new tasks associated with peer review/analysis of ten (10) special-status plant and animal species and stream channel impact for completion of the Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort (PLN040183), for a term through June 30, 2014; and
- b. Authorized the Director of Planning to execute Amendment No. 2 to Professional Services Agreement No. A-12306 and future amendments to this Agreement where the amendments do not significantly alter the scope of work or change the approved Agreement amount.
(REF110063/ EMC Planning Group, Inc. and PLN040183/Environmental Impact Report for the Paraiso Hot Springs Resort)

PASSED AND ADOPTED on this 18th day of June 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on June 18, 2013.

Dated: June 28, 2013
File Number: 13-0628

Gail T. Borkowski, Clerk of the Board of Supervisors
County of Monterey, State of California

By Danise Hancock
Deputy

AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on March 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions); and

WHEREAS, the Paraiso Hot Springs Resort Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed; and

WHEREAS, additional funding is required for completion of new tasks associated with peer review/analysis of ten (10) special-status plant and animal species and stream channel impact for completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$6,010.00 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 2.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence in Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1 and A-2 in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1 and A-2, 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 \$156,414.80.

Amendment No. 2 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA – Planning
Term: September 10, 2012 to June 30, 2014
Not to Exceed: \$156,414.80

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning
Term: September 10, 2012 to June 30, 2014
Not to Exceed: \$156,414.80

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: *[Signature]*
Director of Planning

EMC Planning Group, Inc.
Contractor's Business Name

Date: 7/1/13

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

Its: Michael Groves, President
(Printed Name and Title)

Date: May 29, 2013

Approved as to Form and Legality
Office of the County Counsel

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

By: *[Signature]*
Deputy County Counsel

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: 5-30-2013

Date: May 29, 2013

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 5-30-13

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 2 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning
Term: September 10, 2012 to June 30, 2014
Not to Exceed: \$156,414.80

EXHIBIT A-2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PSA AMENDMENT NO. 2

Task 1 Peer Review/Analysis of 10 Special-Status Plant and Animal Species and Incorporation into EIR

EMC Planning Group biologists recently updated biological database searches (maintained by the California Department of Fish and Wildlife, California Native Plant Society, and U.S. Fish & Wildlife Service) for the project vicinity to determine which special-status species known to occur in the region were not included in the existing project biological analysis. This need to update the searches and analysis of results is often the case when such database searches become dated over the years and do not include recent species occurrence records. Adding any newly recorded species known to occur in the project vicinity into the special-status species table and EIR biological resources section, and analyzing the potential for each additional species to occur and related anticipated project impacts/mitigation, is outside the existing scope of work, which is the reason for this amendment.

The February 2013 updated database searches yielded 10 special-status species that will now be addressed to complete the special-status species project analysis. These species will be analyzed and then added to the EIR biological resources section, both in the special-status species table/information section and impact/mitigation sections. These species include five animals (burrowing owl, California condor, coast horned lizard, golden eagle, and silvery legless lizard) and five plants (chaparral ragwort, Hickman's checkerbloom, San Francisco collinsia, Santa Cruz Mountains pussypaws, and San Lucia dwarf rush) that had not yet been addressed for this project site. Also, the common and scientific names and, in some cases, listing status for several species have changed since the previous searches and EIR preparation, which will also be updated in the special-status species table and throughout the EIR biological resources section.

This task includes a detailed peer review of recently provided background research and biological survey report findings prepared by Regan Biological and Horticultural Consulting regarding the 10 species (including adequacy determination, recommendations and revised/expanded mitigation measures, as necessary), update of all applicable tables and exhibits, and the addition of relevant summary and reference information into the EIR biological resources section.

EXHIBIT A-2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR PSA AMENDMENT NO. 2

Task 2 Peer Review/Analysis of Stream Channel Impact Additional Information and Incorporation into EIR

As approved in Task 3 of PSA Amendment No. 1 (stream channel modification analysis), EMC Planning Group biologists have been working to incorporate stream channel analysis impact information into the EIR biological resources section, assimilating fragmented information from multiple provided sources. Since then, new information has been provided, and the review and analysis of this new stream channel modification information and its addition into the EIR biological resources section, and preparation of mitigation necessary to address anticipated project impacts, is outside the existing scope of work, which is the reason for this amendment.

Based on recently provided additional information, new reports provided by the Applicant will be peer reviewed and incorporated into the EIR biological resources section. Also, appropriate new mitigation measures will be developed in the EIR to holistically address stream channel modification impacts.

This task includes a detailed peer review of recently provided biological survey report findings prepared by CHEZMEHill and WRA Environmental Consultants regarding proposed project impacts on the stream channel, and on associated trees and riparian vegetation. These impacts are associated with several aspects of the proposed project, including: installation of three new bridges, removal of four culverts, installation of a new pond, and development encroaching into the County-mandated 50-foot stream channel setback.

Implementation Approach

The two tasks outlined above involve several basic components:

- Task coordination and client communication – coordinate with project staff and the client to accomplish the overall tasks in a timely and thorough manner.
- Detailed peer review and independent analysis of findings for the new biological and stream channel modification/riparian impact assessment reports recently prepared for the Applicant (Regan Biological and Horticultural Consulting [April 11, 2005], CHEZMEHill [April 10, 2013], and WRA Environmental Consultants [April 26, 2013]) for completeness and adequacy. This task will involve the following subtasks:
 - o Database occurrence record reviews for 10 species – review occurrence record information for the additional 10 species, which will reveal when and where in the project vicinity each species was observed, along with habitat condition information and number of individuals documented.

EXHIBIT A-2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

PARAISO SPRINGS RESORT EIR, PSA AMENDMENT NO. 2

- o In conjunction with the new report findings, confirm the potential for occurrence of the ten species at the project site. Incorporating the information gained during the record review, review habitat suitability requirements for each species to determine the potential for each species to occur on the project site and within the proposed impact area.
- o Assess the stream channel modification impact summaries to determine whether all applicable components are thoroughly addressed.
- If the information submitted is incomplete or if there is inadequate supporting documentation for the findings, EMC Planning Group will provide a technical memorandum to the County outlining the deficiencies and providing recommendations.
- Update of outdated nomenclature throughout the EIR biological resources section and special-status species table: review the common and scientific names for all special-status species and update wherever this information has been changed, reorder the table as appropriate due to name changes, and confirm/update current listing status for all special-status species. Also, peer review and incorporate any pertinent findings of the recent Applicant's three consulting biologist and stream channel modification reports.
- Inclusion of new species background information: add the ten additional species into the special-status species table, including listing status, habitat requirements, and potential to occur. For those new species that may be impacted by the proposed project, add detailed species-specific descriptive information into the report text in the appropriate locations. Similarly, add new information regarding the proposed stream channel modifications.
- Analysis of anticipated species/stream channel impacts and mitigation development -- for the channel and those new species that may be impacted by the proposed project, add the biological resource impact analysis information and develop mitigation measures that will lessen any potentially significant impacts to a less than significant level.
- Quality control review of new information for report consistency: perform a final review of the updated biological resources section to confirm that the information added for the ten species and stream channel modification is consistent with the order, style, and format of the rest of the section. Proofread and revise this new text as needed.

EXHIBIT A-2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

Paraiso Springs Resort EIR FSA Amendment No. 2 Budget						
EMC Planning Group Inc.						
Task	Staff	Senior Planner	Senior Biologist	Associate Biologist	Total Hours	Total Cost
Billing Rate (Per Hour)		\$195.00	\$150.00	\$125.00		
Analysis/Addition of 10 Special-Status Species		2.0	4.0	14.0	20.0	\$3,450.00
Stream Channel Analysis/Additional Information/Mitigation Development		1.0	2.0	6.0	9.0	\$2,325.00
Subtotal (Hours)		3.0	6.0	20.0	29.0	
Subtotal (Cost)		\$585.00	\$900.00	\$1,650.00	\$2,875.00	\$5,775.00
Additional Costs						
Production Costs						\$0.00
Travel Costs						\$0.00
Postal/Deliverables						\$0.00
Miscellaneous						\$0.00
Administrative Overhead 10%						\$0.00
Total						\$0.00
Total Costs						\$5,775.00
Detailed Breakdown of Costs						
Task coordination and client communication		1.5	4	1	3	
Peer review and independent analysis of new IIR and stream reports				3	3	
Update of outdated nomenclature/review and incorporation of new reports				2	2	
Inclusion of new species and wetland background info				2	2	
Analysis of anticipated stream impacts and mitigation development				5	5	
Quality control review of new information for report consistency		1.5	2		2	
TOTAL BUDGET HOURS		3	6	11	23	

EXHIBIT A-2 - SCOPE OF SERVICES / PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

*EMC Planning Group, Inc.
Paraiso Hot Springs Resort Environmental Impact Report*

Date: _____ Invoice No. _____

Original Agreement Term: September 10, 2012 – June 30, 2013
Original Agreement Amount: \$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)
Amendment No. 1: \$ 6,850.00 (\$ 6,850.00 base budget plus \$0.00 project contingency)
Extension of Term to June 30, 2014
Amendment No. 2: \$6,010.00 (\$ 6,010.00 base budget plus \$0.00 project contingency)
Total Agreement Amount: \$156,414.80 (\$156,414.80 base budget plus \$0.00 project contingency)

*This Invoice: \$ 3,490.00 Task 1: Peer Review/Analysis of Ten (10) Special-
Status Plant and Animal Species and Incorporation
into EIR*
*\$ 2,520.00 Task 2: Peer Review/Analysis of Stream Channel
Impact Additional Information and Incorporation
into EIR*

Grand Total: \$6,010.00

Remaining Balance \$ _____

*Approved as to Work/Payment: _____
John H. Ford, Planning Services Manager*

Date

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

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on March 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), and July 1, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions); and

WHEREAS, the Paraiso Hot Springs Resort Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed; and

WHEREAS, additional time is required for review of comments received during the circulation of the Draft EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2014 with no associated dollar amount increase to allow CONTRACTOR additional time for review of comments received during the circulation of the Draft EIR and for completion of the PROJECT.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 10, 2012 to December 31, 2014, unless sooner terminated pursuant to the terms of this Agreement.
2. The "Paraiso Springs EIR Schedule (August 20, 2012)" referenced in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through December 31, 2014, to conform to the amended term of the Agreement.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA – Planning
Term: September 10, 2012 – December 31, 2014
Not to Exceed: \$156,414.80

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement as of the last day opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Director of Planning

EMC Planning Group, Inc.
Contractor's Business Name

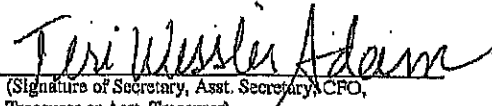
Date: 5/21/14

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

Its: Michael J. Groves, President
(Printed Name and Title)

Date: May 13, 2014

**Approved as to Form and Legality
Office of the County Counsel**

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

By: 
Deputy County Counsel

Its: Teri Wissler Adam, Vice President/Secretary
(Printed Name and Title)

Date: 5/20/14

Date: May 13, 2014

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 5/16/14

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 3 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort BIR
RMA - Planning
Term: September 10, 2012 - December 31, 2014
Not to Exceed: \$156,414.80

**AMENDMENT NO. 4
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 4 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on March 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 - Scope of Services/Payment Provisions), July 1, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 - Scope of Services/Payment Provisions); May 21, 2014 (hereinafter, "Amendment No. 3") and incorporated into the Agreement by this reference; and

WHEREAS, the Paraiso Hot Springs Resort Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed; and

WHEREAS, additional time is required for continued review of comments received during the circulation of the Draft EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2015 with no associated dollar amount increase to allow CONTRACTOR additional time for continued review of comments received during the circulation of the Draft EIR and for completion of the PROJECT.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 10, 2012 to June 30, 2015, unless sooner terminated pursuant to the terms of this Agreement.
2. The "Paraiso Springs EIR Schedule (August 20, 2012)" referenced in Exhibit A - Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through June 30, 2015, to conform to the amended term of the Agreement.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 4 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning
Term: September 10, 2012 - June 30, 2015
Not to Exceed: \$156,414.80

5. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No.4.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: *[Signature]*
Director of Planning

EMC Planning Group, Inc.
Contractor's Business Name

Date: 10/28/14

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

Its: Michael J. Groves, President
(Printed Name and Title)

Date: October 20, 2014

Approved as to Form and Legality
Office of the County Counsel

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

By: *[Signature]*
Deputy County Counsel

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: 10/22/14

Date: October 20, 2014

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 10/22/14

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 4 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning
Term: September 10, 2012 - June 30, 2015
Not to Exceed: \$136,414.80

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 5 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on March 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), July 1, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions); May 21, 2014 (hereinafter, "Amendment No. 3"), and October 28, 2014 (hereinafter, "Amendment No. 4") and incorporated into the Agreement by this reference; and

WHEREAS, the Paraiso Hot Springs Resort Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed; and

WHEREAS, additional time is required to allow for continued negotiation between the Parties to include new tasks into the Agreement which are required to complete the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to June 30, 2016 with no associated dollar amount increase to allow for continued negotiation between the Parties to complete the PROJECT.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 10, 2012 to June 30, 2016, unless sooner terminated pursuant to the terms of this Agreement.
2. The "Paraiso Springs EIR Schedule (August 20, 2012)" referenced in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through June 30, 2016, to conform to the amended term of the Agreement.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 5 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA – Planning
Term: September 10, 2012 – June 30, 2016
Not to Exceed: \$156,414.80

5. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR*

By: *W.C. Morris*
Director of Planning

EMC Planning Group, Inc.
Contractor's Business Name

Date: 6/9/15

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

Its: Michael J. Groves, President
(Printed Name and Title)

Date: 6/4/15

**Approved as to Form and Legality
Office of the County Counsel**

By: *Teri Wissler Adam*
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

By: *[Signature]*
Deputy County Counsel

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: 6-9-2015

Date: 6/4/15

Approved as to Fiscal Provisions

By: *[Signature]*
Auditor/Controller

Date: 6-8-15

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 5 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning
Term: September 10, 2012 - June 30, 2016
Not to Exceed: \$156,414.80

EXHIBIT 1B

**AMENDMENT NO. 6 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
EMC PLANNING GROUP, INC.
AND THE COUNTY OF MONTEREY
FOR THE
ENVIRONMENTAL IMPACT REPORT
FOR THE
PARAISO HOT SPRINGS RESORT**

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 6 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort (hereinafter, "Project"); and

WHEREAS, Agreement was amended by the Parties on March 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), July 1, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions); May 21, 2014 (hereinafter, "Amendment No. 3"), October 28, 2014 (hereinafter, "Amendment No. 4"), and June 9, 2015 (hereinafter, "Amendment No. 5"); and

WHEREAS, CONTRACTOR has completed tasks through the circulation of the Project's Draft EIR for Public review under Exhibit A, Scope of Services/Payment Provisions, of the Agreement; and

WHEREAS, the Parties acknowledge that a total amount of \$22,383.00, originally approved for tasks under Exhibit A of the Agreement, is no longer necessary and will be reallocated to new tasks identified in Exhibit A-3, Scope of Services/Payment Provisions, of the Agreement for completion of the EIR for the Project; and

WHEREAS, new tasks will be included in Exhibit A-3 of the Agreement to allow CONTRACTOR to prepare a Revised Draft EIR to include significant new information to the Biological Resources, Cultural and Historic Resources, Hydrology, Traffic, Water Quality, and Noise sections, and to include evaluation of an additional alternative for completion of the Project; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to December 31, 2016 and to increase the amount by \$146,232.28 to continue to provide tasks identified in this Agreement and as amended by this Amendment No. 6.

Amendment No. 6 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA – Planning
Term: September 10, 2012 – December 31, 2016
Not to Exceed: \$302,647.08

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2 and A-3 in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A, A-1, A-2 and A-3, 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 \$302,647.08.

3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from September 10, 2012 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions",

5. The "Paraiso Springs EIR Schedule (August 20, 2012)" referenced in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through December 31, 2016, to conform to the amended term of the Agreement.

6. All other terms and conditions of the Agreement remain unchanged and in full force.

7. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

Amendment No. 6 to Professional Services Agreement
BMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA – Planning
Term: September 10, 2012 – December 31, 2016
Not to Exceed: \$302,647.08

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Director of Planning

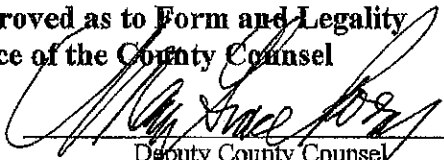
EMC Planning Group, Inc.
Contractor's Business Name


Date: 1/20/16

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

Its: Michael J. Groves, President
(Printed Name and Title)

Date: November 20, 2015

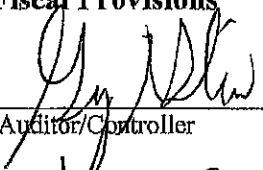
**Approved as to Form and Legality
Office of the County Counsel**
By: 
Deputy County Counsel

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

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: 12-1-15

Date: November 20, 2015

Approved as to Fiscal Provisions
By: 
Auditor/Controller

Date: 1-23-15

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

Amendment No. 6 to Professional Services Agreement
EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA – Planning
Term: September 10, 2012 – December 31, 2016
Not to Exceed: \$302,647.08

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Task 1 Administration, Management, and Project Restart

- Prepare Project Schedule.
- Manage Agreement.
- Initiate subconsultants and coordinate the Project team.
- Provide California Environmental Quality Act (CEQA) consultation and management services for County.
- Obtain all new supplemental Project information (historic report and peer review, hydrogeologic report, wetland delineation, traffic report, alternative Project plans, and visual analysis by County staff) from County staff and/or the Project Applicant and distribute applicable documentation to team members.

Task 2 Restart Meeting/Weekly Conference Calls

- CONTRACTOR's Project Manager and Principal-in-Charge shall attend a Project restart meeting with County staff (Resource Management Agency (RMA) - Planning, Water Resources Agency (WRA), Environmental Health Bureau, and RMA - Public Works) to discuss the Project. Issues expected to be addressed include the following: scheduling, hydrogeology, biology, noise, visual resources, traffic (including the new traffic report by Hatch Mott MacDonald and RMA - Public Works' response to traffic comments on the Draft Environmental Impact Report (EIR)), and alternatives.
- CONTRACTOR shall budget to attend six (6), two (2) hour conference calls. Any additional meetings that may be required shall be requested through a formal request for Project Contingency usage.

Task 3 Aesthetics and Visual Resource Revisions

CONTRACTOR understands that the County will prepare a visual analysis of the proposed Project. CONTRACTOR shall incorporate the analysis and findings prepared by the County into the Aesthetics and Visual Resource section of the Revised Draft EIR.

Task 4 Biological Resource Revisions (Wildlife Corridors)

CONTRACTOR's Biologists shall provide wildlife movement evaluation for the Project site. The evaluation will include the following tasks:

- Review available technical reports and other information on regional wildlife movement corridor research.
- Determine revised level of impact due to proposed Project and development of mitigation measures, if needed.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

The evaluation outlined above assumes that general information on proposed nighttime lighting, proposed site fencing, and domestic animal presence, etc. will be provided by the Project Applicant prior to evaluation. This evaluation will also utilize information from the traffic analysis (included in the Draft EIR) and updated noise analysis (included as part of this scope of services). This analysis will be incorporated into the Revised Draft EIR.

Task 5 Biological Resource Revisions (Wetland Delineation)

CONTRACTOR's Biologists shall review the revised wetland delineation submitted by the Project Applicant. CONTRACTOR's Biologists shall determine revised level of impact due to proposed Project, and adjust mitigation measures, if needed. The new report shall be incorporated into the Revised Draft EIR Biological Resources section (for setting and impact analysis). This assumes that an accurate revised site-wide wetland delineation reflecting all anticipated wetland/waterway impacts for the current Project design shall be provided by the Project Applicant prior to evaluation. CONTRACTOR assumes all information in this report will be updated to include the new wetland/waterway and riparian vegetation impact areas for the current site plans, such as the proposed construction of three (3) bridges, removal of culverts, construction of an in-stream pond, and stream setback encroachment.

Task 6 Biological Resource Supplemental Analysis (Wildland Fire Clearance)

CONTRACTOR's Biologists shall review relevant Project fire clearance comments on the Draft EIR and prepare an analysis of the Project impacts to habitat values associated with wildland fire clearance that will be required around all proposed structures. Because the development footprint is surrounded by vegetation, this required fire clearance/fuel modification area will impact habitats that were not previously analyzed. This task includes coordination with the County and with the California Department of Forestry and Fire Protection (CAL FIRE) to determine specific vegetation clearance requirements in the zero to thirty foot (0-30') zone and thirty to one hundred foot (30-100') zone surrounding all proposed structures.

This task also includes an estimate in Geographic Information Systems (GIS) of the acreage of the different vegetation types that would be impacted in the two (2) fire clearance zones. The GIS analysis will utilize the Paraiso Hot Springs Resort Vegetation Map prepared by Rana Creek (2003) for vegetation type and location, and the Vesting Tentative Map prepared by Hill Glazier Architects (2005, revised 05/18/2012). As these data sources are not available in a georeferenced format (CAD or GIS), the sources will need to "registered," or fit, to a georeferenced base map in ArcGIS. CONTRACTOR shall use aerial imagery data from ArcGIS Online as the base map source.

The following steps will be taken to identify areas of wildland fire clearance and estimate acreages of vegetation types that may be impacted by the clearance:

1. Georeference site map into ArcGIS to determine approximate building locations.
2. Digitize polygons around building clusters using site map as a guideline.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

3. Digitize vegetation boundaries using Vegetation Map (as noted above) and CONTRACTOR - created GIS layer of woodland impact. (Existing woodland impact layer shows some vegetation from previous analysis but does not include all vegetation types.)
4. Create buffers of thirty feet (30') and thirty to one hundred feet (30 - 100').
5. Calculate acreage of buffer areas.
6. Summarize acreage of vegetation lost due to fire clearance requirements.

The GIS evaluation and CONTRACTOR's Biologist findings regarding potential wildland clearance impacts will be incorporated into the EIR Biological Resources section.

Task 7 Cultural Resource Revisions

CONTRACTOR understands that a revised historic analysis will be prepared by Dana Painter for the Project Applicant and peer reviewed by the County Historic Resource Review Board. CONTRACTOR shall incorporate the findings into the Cultural Resources section of the Revised Draft EIR.

Task 8 Hydrogeology Revisions

CONTRACTOR understands that Todd Groundwater is preparing a hydrogeologic study for the Project Applicant. CONTRACTOR's subconsultant, Balance Hydrologics, Inc. shall provide a peer review of the report prior to its incorporation into the Revised Draft EIR.

Should County staff determine that based on the additional environmental analysis, additional alternatives need to be considered, CONTRACTOR shall, upon request by the County and with approval, prepare a new scope of services and budget to prepare a new alternative and revise the Alternatives section of the Draft EIR to process an amendment to this Agreement for this additional service.

Task 9 Noise Revisions

CONTRACTOR's subconsultant, Illingworth & Rodkin, Inc., shall prepare a noise analysis of the proposed Project for use in the Revised Draft EIR. The noise analysis will address construction noise, traffic noise, and operational noise from the resort.

Task 10 Traffic Revisions

CONTRACTOR understands that Hatch Mott MacDonald is preparing a traffic impact analysis for the currently proposed Project for the Project Applicant. CONTRACTOR's subconsultant, Hexagon Transportation Consultants, Inc., shall provide a peer review of the report prior to its incorporation into the Revised Draft EIR.

Note: Should the traffic impact analysis identify trip generation that is significantly higher than what was analyzed in the previous Draft EIR, the Air Quality and Climate Change sections of the EIR may also need to be revised to reflect the higher emissions associated with additional trips. This scope of services does not include the revisions to these sections; a separate scope of services and budget will be prepared upon request by the County and with approval, an amendment to this Agreement will be processed for this additional service.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 11 Additional Project Alternative Evaluation

CONTRACTOR understands that the Project Applicant is proposing a new alternative which will be a variation of the existing reduced density alternative, but with retention of five (5) of the villas in Indian Valley. The alternative will remove structures proposed to be built on the hillside and locate them in the valley at a location already specified for development. CONTRACTOR shall evaluate this as a third (3rd) Project alternative in the Alternatives section of the Revised Draft EIR. CONTRACTOR assumes that no additional traffic counts or other modeling (e.g. air quality, greenhouse gas, biological impact, etc.) are necessary for this evaluation.

Task 12 Additional EIR Revisions

CONTRACTOR shall review the Draft EIR in detail and make additional revisions to other sections of the EIR beyond those specified above (aesthetics, biological resources, cultural resources and historic resources; hydrology and water quality; noise, and traffic) to ensure that all applicable comments received on the Draft EIR are addressed in the Revised Draft EIR. Other revisions will include updates to the Introduction, References, Executive Summary, and the CEQA Considerations section for consistency with any changes resulting from the additional evaluation of biological resources, cultural resources, hydrogeology, traffic and noise as identified above. Note: It is anticipated that no revisions to the Air Quality and Climate Change sections of the EIR will be needed as a result of the new traffic impact analysis being prepared by Hatch Mott MacDonald. Should the new traffic analysis identify significantly more trips than previously analyzed, a separate scope of services and budget will be prepared upon request by the County and with approval, an amendment to this Agreement will be processed for this additional service. Refer to Task 10 above.

Task 13 Revised Administrative Draft EIR

CONTRACTOR shall prepare and submit draft copies of the Revised Administrative Draft EIR. Figures, tables, and appendices will be included as necessary to support the recirculated EIR.

Deliverables

- Five (5) bound printed copies

Task 14 Revised Proof Draft EIR/Legal Counsel Meeting

- Produce a Revised Proof Draft EIR, with appendices, which will include the technical memorandums.
- Attend Project meeting with County Counsel.

Deliverables

- Five (5) bound printed copies

Task 15 Public Review Revised Draft EIR

- Based upon County staff comments on the Revised Proof Draft EIR, CONTRACTOR shall revise the document and produce the Public Review Revised Draft EIR, with appendices; and
- Prepare the Notice of Availability and the Notice of Completion.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Compile reference documentation. Electronic copies will be provided when available. Hard copies will be provided where electronic copies are not available. Where the reference is on a website, only the reference to the website will be provided.
- Attend a meeting with County staff.

Deliverables

- One (1) hard copy, single-sided Revised Draft EIR
- Forty-five (45) bound hard copies
- Ten (10) CD copies
- Compendium of reference materials (electronically or electronically and hard copy combination)

Task 16 Administrative Final EIR

- CONTRACTOR shall prepare the response to comments received during the Public Comment period for the Revised Draft EIR and compile into the Administrative Final EIR. Prepare the Administrative Final EIR as a separate document (from the Revised Draft EIR) including a revised summary section, a list of all agencies and individuals commenting on the Revised Draft EIR, comments received during the Public Review period for the Revised Draft EIR, responses to those comments, and changes to the Revised Draft EIR.
- CONTRACTOR shall attend meeting with County staff.

Deliverables

- Five (5) bound printed copies of the Administrative Final EIR.

Task 17 Proof Final EIR/Legal Counsel Meeting

- CONTRACTOR shall comprehensively revise the Administrative Final EIR and produce a proof Final EIR, with appendices, which will include the technical memorandums.
- CONTRACTOR shall attend Project meeting with County Counsel.

Deliverables

- Five (5) bound printed copies

Task 18 Final EIR

- CONTRACTOR shall prepare the Final EIR based upon County staff comments.

Deliverables

- One (1) hard copy, single-sided of the Final EIR
- Forty (40) hard copies of the Final EIR
- Ten (10) CD copies of the Final EIR

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 19 Attend Planning Commission (PC) and Board of Supervisors (BOS) Meetings

- CONTRACTOR shall attend one (1) PC meeting and be prepared to summarize the findings in the EIR and to answer questions.
- CONTRACTOR shall attend one (1) BOS meeting and be prepared to summarize the findings in the EIR and to answer questions.

Services detailed in Exhibit A-3 – 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 Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will be authorized to proceed with the additional services.

- A.2 All written reports required under this Agreement must be delivered in written or hardcopy format as defined above to the following individual in accordance with the schedule above:

John H. Ford
Planning Services Manager
County of Monterey
Resource Management Agency - Planning
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Email: fordjh@co.monterey.ca.us

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

MILESTONE PAYMENTS AND BUDGET

The proposed milestone payments are presented below.

Milestones	Payment
1. Administration, Management, Project Restart	\$7,950.00
2. Noise and Traffic Reports and Hydrologic Peer Review	\$45,058.50
3. Revised Administrative Draft EIR	\$51,803.00
4. Public Review Revised Draft EIR	\$13,385.00
5. Administrative Final EIR	\$15,340.00
6. Final EIR	\$10,765.00
7. PC/BOS Public Hearings	\$5,240.00
Subtotal	\$149,541.50

A detailed budget is provided as attached.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Paraiso Springs Resort Revised EIR Budget for Amendment No. 6 (08/18/15)									
EMC Planning Group Inc.									
Task	Sr. Principal Wissler Adam	Sr. Planner Kinson Brown	Senior Biologist Edwards	Graphics/ GIS	Production Administration	Total Hours	Total Cost		
Staff Billing Rate (Per Hour)	\$203.00	\$150.00	\$150.00	\$125.00	\$56.00				
1. Administration, Management, Protect Restart	4	45	0	0	0	4	\$7,950.00		
2. Restart Meetings/Weekly Conference Calls	12	28	4	0	0	45	\$7,355.00		
3. Aesthetics and Visual Resource Revisions	1	4	0	0	1	7	\$1,025.00		
4. Biological Resource Revisions (Wildlife Corridors)	1	2	10	2	0	15	\$2,255.00		
5. Biological Resource Revisions (Wetland Delineation)	1	2	12	2	0	17	\$2,555.00		
6. Biological Resource Supplemental Analysis (Wildland Fire Clearance)	1	4	12	12	4	33	\$4,485.00		
7. Cultural Resource Revisions	0	4	0	0	0	4	\$900.00		
8. Hydrogeology Revisions	1	24	8	10	0	47	\$8,655.00		
9. Noise Revisions	0	8	0	0	0	8	\$1,200.00		
10. Traffic Revisions	2	12	0	0	2	16	\$2,450.00		
11. Additional Project Alternative Evaluation	2	2	1	1	0	12	\$1,885.00		
12. Additional EIR Revisions (Based on DEIR Comments)	2	2	0	4	4	34	\$4,850.00		
13. Revised Administrative Draft EIR	18	100	0	0	0	124	\$19,040.00		
14. Revised Proof Draft EIR/Legal Counsel Meeting	12	28	0	2	2	52	\$7,880.00		
15. Public Review Revised Draft EIR	4	4	0	0	4	24	\$3,600.00		
16. Administrative Final EIR	8	85	0	0	10	103	\$15,340.00		
17. Proof Final EIR/Legal Counsel Meeting	8	20	0	0	0	28	\$4,640.00		
18. Final EIR	4	4	4	4	4	28	\$4,200.00		
19. PCBOS Meetings	8	24	0	0	0	32	\$5,240.00		
Subtotal (Hours)	87	454	51	38	54	682			
Subtotal (Cost)	\$17,835.00	\$68,100.00	\$7,650.00	\$4,500.00	\$5,130.00		\$103,215.00		

Additional Costs	
Production Costs	\$3,500.00
Travel Costs	\$180.00
Postage/Deliverables	\$500.00
Miscellaneous	\$500.00
Administrative Overhead 10%	\$448.00
Total	\$4,528.00

Subconsultant Fees	
Ungsworth & Rocklin, Inc. (Noise Report)	\$11,000.00
Balance Hydrologics, Inc. (Hydrogeologic Peer Review)	\$9,895.00
Hexagon Transportation Consultants, Inc.	\$16,800.00
Subconsultant Overhead 15%	\$3,763.50
Total	\$41,358.50

Total Costs	\$149,541.50
Credit for Exhibit A Tasks No Longer Required	\$22,983.00
TOTAL INCREASE FOR AMENDMENT NO. 6	\$127,158.50

EMC Planning Group, Inc.
Paraiso Hot Springs Resort EIR
RMA - Planning

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted and shall identify the document or work product being delivered in accordance with the "Milestone Payments and Budget" and shall include the following:

1. Invoice Coversheet

EMC Planning Group, Inc.
Paraiso Hot Springs Resort Environmental Impact Report

Date: _____

Invoice No. _____

<i>Original Agreement Term:</i>	<i>September 10, 2012 – June 30, 2013</i>
<i>Original Agreement Amount:</i>	<i>\$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)</i>
<i>Amendment No. 1:</i>	<i>\$ 6,850.00 (\$ 6,850.00 base budget plus \$0.00 project contingency)</i> <i>Extension of Term to June 30, 2014</i>
<i>Amendment No. 2:</i>	<i>\$6,010.00 (\$ 6,010.00 base budget plus \$0.00 project contingency)</i>
<i>Amendment No. 3:</i>	<i>Extension of Term to December 31, 2014</i>
<i>Amendment No. 4:</i>	<i>Extension of Term to June 30, 2015</i>
<i>Amendment No. 5:</i>	<i>Extension of Term to June 30, 2016</i>
<i>Amendment No. 6:</i>	<i>\$146,232.28 (\$127,158.50 Base Budget plus \$19,073.78 project contingency)</i> <i>Extension of Term to December 31, 2016</i>
<i>Total Agreement Amount:</i>	<i>\$302,647.08 (\$283,573.30 base budget plus \$19,073.78 project contingency)</i>

This Invoice:	Budget	
\$ 7,950.00	Task 1: Administration, Management, Project Restart	_____
\$ 7,355.00	Task 2: Restart Meeting/Weekly Conference Calls	_____
\$ 1,025.00	Task 3: Aesthetics and Visual Resource Revisions	_____
\$ 2,255.00	Task 4: Biological Resource Revisions (Wildlife Corridors)	_____
\$ 2,555.00	Task 5: Biological Resource Revisions (Wetland Delineation)	_____
\$ 4,485.00	Task 6: Biological Resource Supplemental Analysis (Wildland Fire Clearance)	_____
\$ 600.00	Task 7: Cultural Resource Revisions	_____
\$ 6,635.00	Task 8: Hydrogeology Revisions	_____

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

\$	1,200.00	Task 9: Noise Revisions	_____
\$	2,460.00	Task 10: Traffic Revisions	_____
\$	1,885.00	Task 11: Additional Project Alternative Evaluation	_____
\$	4,890.00	Task 12: Additional EIR Revisions	_____
\$	19,040.00	Task 13: Revised Administrative Draft EIR	_____
\$	7,860.00	Task 14: Revised Proof Draft EIR/Legal Counsel Meeting	_____
\$	3,600.00	Task 15: Public Review Revised Draft EIR	_____
\$	15,340.00	Task 16: Administrative Final EIR	_____
\$	4,640.00	Task 17: Proof Final EIR/Legal Counsel Meeting	_____
\$	4,200.00	Task 18: Final EIR	_____
\$	5,240.00	Task 19: PC/BOS Meetings	_____
\$	4,928.00	<u>Additional Costs</u>	_____
	\$3,500.00	Production Costs	_____
	\$180.00	Travel Costs	_____
	\$300.00	Postal/Deliverables	_____
	\$500.00	Miscellaneous	_____
	\$448.00	Administrative Overhead 10%	_____
\$	41,398.50	<u>Subconsultant Fees</u>	_____
	\$11,000.00	Illingworth & Rodkin, Inc.	_____
	\$9,835.00	Balance Hydrologics, Inc.	_____
	\$16,800.00	Hexagon Transportation Consultants, Inc.	_____
	\$3,763.50	Subconsultant Overhead (10%)	_____
TOTAL COSTS:			<u>\$149,541.50</u>
CREDIT FOR EXHIBIT A APPROVED TASKS NO LONGER NECESSARY:			<u>\$ 22,383.00</u>
GRAND TOTAL:			<u>\$127,158.50</u>

Remaining Balance \$ _____

Approved as to Work/Payment: _____
John H. Ford, Planning Services Manager _____
Date

All Invoices Are To Be Sent To:
 Diana Lemos, Account Clerk
 County of Monterey, Resource Management Agency - Planning
 168 West Alisal Street, 2nd Floor, Salinas, CA 93901
 Telephone: (831) 755-5220

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

2. Invoice Detail

Prior to the CONTRACTOR exceeding a payment amount from the "Milestone Payments and Budget", CONTRACTOR shall contact the County's Planning Services Manager to obtain pre-approval to exceed the payment budget amount. If County approval is obtained, CONTRACTOR shall adjust the "Milestone Payments and Budget" payment amounts to reflect the overage and adjust the remaining "Milestone Payments and Budget" payment amounts to ensure that the total Project budget does not exceed the overall approved budget amount. CONTRACTOR shall forward the revised "Milestone Payments and Budget" with the pre-approved invoice to the County's Planning Services Manager for final approval for payment.

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

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (total contingency of \$19,073.78) requires the prior written approval of the Director of Planning and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Planning Services Manager, 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 Planning Services Manager and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Director of Planning, or in the Director's absence, designee. Within ten (10) working days thereafter, the Director of Planning or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

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

Upon receipt of the Project Applicant's written approval by the Director of Planning or designee, payment for 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.

**AMENDMENT NO. 2
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THOMPSON HOLDINGS, LLC**

THIS AMENDMENT NO. 2 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Thompson Holdings, LLC (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT applied to the County for approval of a Combined Development Permit for the Paraiso Hot Springs Resort (hereinafter, "Project") requiring an Environmental Impact Report (hereinafter, "EIR"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, PROJECT APPLICANT entered into a Funding Agreement with County on September 11, 2012 (hereinafter, "Agreement") to provide funding for the EIR for the Project through June 30, 2013 for an amount not to exceed \$163,466.93; and

WHEREAS, Agreement was renewed, retroactive to June 30, 2013, by the Parties on January 20, 2016 (hereinafter, "Renewal and Amendment No. 1", including Exhibit 1 – Professional Services Agreement) and amended to extend the term for forty-two (42) additional months through December 31, 2016 and to increase the Agreement amount by \$146,232.28 which resulted in a total not to exceed amount of \$309,699.21; and

WHEREAS, Contractor has completed Project tasks through the circulation of the Project's Draft EIR for Public review; and

WHEREAS, the Parties have identified a need for Contractor to update the Project Draft EIR; and

WHEREAS, the Parties wish to reduce the cost associated with Contractor's subconsultant, Hexagon Transportation Consultants, Inc.'s peer review of the Traffic Impact Analysis and related subconsultant overhead charges in the amount of \$10,805.00, from Exhibit A-3, Scope of Services/Payment Provisions, of Contractor's Professional Services Agreement (PSA) included in Exhibit 1B to this Agreement; and

WHEREAS, the Parties wish to reallocate funding within the Agreement in the amount of \$10,805.00 to expand tasks as included in Exhibit A-4, Scope of Services/Payment Provisions, of Contractor's PSA included in Exhibit 1C to this Agreement; and

WHEREAS, additional time is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to June 30, 2017, and to reallocate funding in the amount of \$10,805.00 with no associated dollar amount increase to allow PROJECT APPLICANT to continue funding County for costs incurred by Contractor and County departments to complete tasks identified in this Agreement and as amended by this Amendment No. 2.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend Paragraph B of "Recitals", to read as follows:

Due to the magnitude and complexity of the PROJECT, the Resource Management Agency's Chief of Planning, hereinafter, "CHIEF", and PROJECT APPLICANT have agreed that it is necessary and desirable that County engage EMC Planning Group, Inc., hereinafter, "CONTRACTOR", to complete an Environmental Impact Report, hereinafter, "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, hereinafter, "PSA", between County and CONTRACTOR, attached to this AGREEMENT as Exhibit "1", Scope of Work specified in Amendment No. 1 through Amendment No. 5 to the PSA, attached to this AGREEMENT as Exhibit "1A", Scope of Work specified in Amendment No. 6 to the PSA, attached to this AGREEMENT as Exhibit "1B", and Scope of Work specified in Amendment No. 7 to the PSA, attached to this AGREEMENT as Exhibit "1C", and incorporated herein by reference as if fully set forth. County shall manage the PROJECT work performed by CONTRACTOR.

2. Amend Paragraph D of "Recitals", to read as follows:

County and PROJECT APPLICANT hereby agree that County shall engage CONTRACTOR to complete the services set forth in Exhibits "1", "1A", "1B", and "1C" of this AGREEMENT

3. Amend the first sentence of Paragraph 3, "Engagement of CONTRACTOR", to read as follows:

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 Exhibits "1", "1A", "1B", and "1C".

4. Amend the third paragraph of Section a, "CONTRACTOR", of Paragraph 4, "Payments to CONTRACTOR and County", to read as follows:

Should this AGREEMENT be terminated prior to June 30, 2017, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

5. Amend Paragraph 6, "Term", to read as follows:

AGREEMENT shall become effective September 10, 2012 and continue through June 30, 2017, unless terminated pursuant to Paragraph 7 or amended pursuant to Paragraph 11 of AGREEMENT.

6. Amend first sentence of Paragraph 7, "Termination", to read as follows:

AGREEMENT shall terminate on June 30, 2017, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

7. Amend "TO COUNTY" section of Paragraph 20, "Notices" to read as follows:

Carl P. Holm, AICP, Resource Management Agency (RMA) Director and Chief of Planning
County of Monterey RMA
168 West Alisal Street, 2nd Floor
Salinas, California 93901

8. All other terms and conditions of the Agreement remain unchanged and in full force.
9. This Amendment No. 2 and the previous Renewal and Amendment No. 1 to the Agreement shall be attached to this Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Carl P. Helm, AICP
Chief of Planning
John Guertin, Deputy Director
Date: 12-21-16

THOMPSON HOLDINGS, LLC*

By: [Signature]
(Signature of Chair, President or Vice President)
Its: John M. Thompson / President
(Print Name and Title)
Date: 12-14-16

Reviewed as to fiscal provisions
[Signature] 12/21/16
Auditor-Controller
County of Monterey

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Its: Karen A. Thompson-Harry / Secretary
(Print Name and Title)
Date: 12-14-16

Approved as to Form and Legality
Office of the County Counsel
By: [Signature]
Mary Grace Perry
Deputy County Counsel
Date: 12-16-16

*INSTRUCTIONS: IF PROJECT APPLICANT is 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 PROJECT APPLICANT is a partnership, the name of the partnership shall be set forth in the Agreement together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign this Agreement.

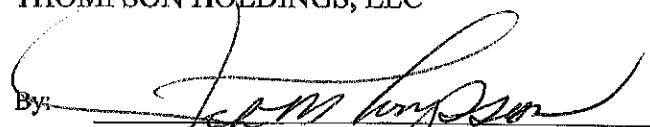
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Carl P. Holm, AICP
Chief of Planning

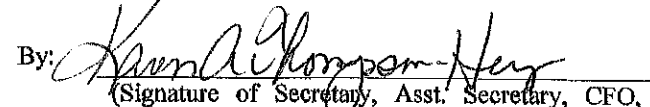
Date: _____

THOMPSON HOLDINGS, LLC*

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

Its: John M. Thompson / President
(Print Name and Title)

Date: 12-14-16

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

Its: Karen A. Thompson-Harry / Secretary
(Print Name and Title)

Date: 12-14-16

Approved as to Form and Legality
Office of the County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

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

EXHIBIT 1C

**AMENDMENT NO. 7 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
EMC PLANNING GROUP, INC.
AND THE COUNTY OF MONTEREY
FOR THE
ENVIRONMENTAL IMPACT REPORT
FOR THE
PARAISO HOT SPRINGS RESORT**

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 7 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort (hereinafter, "Project") through June 30, 2013 for an amount not to exceed \$143,554.80; and

WHEREAS, Agreement was amended by the Parties on March 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for one (1) additional year through June 30, 2014 and to increase the Agreement amount by \$6,850.00 which resulted in a total not to exceed amount of \$150,404.80; and

WHEREAS, Agreement was amended by the Parties on July 1, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions) to increase the Agreement amount by \$6,010.00 which resulted in a total not to exceed amount of \$156,414.80 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on May 21, 2014 (hereinafter, "Amendment No. 3") to extend the term for six (6) additional months through December 31, 2014 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on October 28, 2014 (hereinafter, "Amendment No. 4") to extend the term for six (6) additional months through June 30, 2015 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 9, 2015 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through June 30, 2016 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 20, 2016 (hereinafter, "Amendment No. 6", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through December 31, 2016 and to increase the Agreement amount by \$146,232.28 which resulted in a total not to exceed amount of \$302,647.08; and

WHEREAS, CONTRACTOR has completed Project tasks through the circulation of the Project's Draft EIR for Public review; and

WHEREAS, the Parties have identified a need to update the Project's Draft EIR; and

WHEREAS, the Parties wish to reduce the cost associated with CONTRACTOR's subconsultant, Hexagon Transportation Consultants, Inc.'s peer review of the Traffic Impact Analysis and related subconsultant overhead charges in the amount of \$10,805.00, from Exhibit A-3, Scope of Services/Payment Provisions, of this Agreement; and

WHEREAS, the Parties wish to reallocate funding within the Agreement in the amount of \$10,805.00 to expand tasks as included in Exhibit A-4, Scope of Services/Payment Provisions, of this Agreement; and

WHEREAS, additional time is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to June 30, 2017, and to reallocate funding in the amount of \$10,805.00 with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 7.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

1. In all places within the Agreement, Pages 8, 9, 10 and 11 of "Exhibit A-3, Scope of Services/Payment Provisions" are hereby deleted.
2. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3 and A-4 in conformity with the terms of this Agreement.
3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:


The term of this Agreement is from September 10, 2012 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.
4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4, Scope of Services/Payment Provisions".
5. The "Paraiso Springs EIR Schedule (August 20, 2012)" referenced in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through June 30, 2017, to conform to the amended term of the Agreement.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Carl P. Holm, AICP
Chief of Planning
John G. Wente, Deputy Director
Date: 12-21-16


EMC Planning Group, Inc.
Contractor's Business Name

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

Its: Michael J. Groves, President
(Printed Name and Title)

Date: 12/14/16

**Approved as to Form and Legality
Office of the County Counsel**

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

By: 
Mary Grace Perry
Deputy County Counsel

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: 12-16-16

Date: 12/14/16

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 12-14-16

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

8. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Carl P. Holm, AICP
Chief of Planning

EMC Planning Group, Inc.
Contractor's Business Name

Date: _____

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

Its: Michael J. Groves, President
(Printed Name and Title)

Date: 12/14/16

**Approved as to Form and Legality
Office of the County Counsel**

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

By: _____
Mary Grace Perry
Deputy County Counsel

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: _____

Date: 12/14/16

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

County has requested an itemization of tasks from CONTRACTOR necessary for the preparation of a Revised Draft Environmental Impact Report (EIR) as part of the ongoing environmental review process for the proposed Paraiso Springs Resort Project (Project).

As discussed with Mike Novo of County on November 9, 2016, there is currently \$16,800.00 of CONTRACTOR's budget allocated to a peer review of the 2016 Hatch Mott MacDonald (HMM) Traffic Impact Analysis by Hexagon Transportation Consultants, Inc. (Hexagon). County has determined that the peer review is not necessary, therefore, CONTRACTOR is requesting a budget reallocation of a portion of Hexagon's budget to the tasks as identified below:

A. SCOPE OF SERVICES

- A.1 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: Administration, Management and Project Restart

Additional Project Management and Coordination. Time necessary for CONTRACTOR's Project Manager to provide contract management, coordination of the Project team, additional California Environmental Quality Act (CEQA) consultation and management, and obtain and distribute supplemental information for the tasks identified below.

Additional Cost: \$ 900.00

TASK 2: Restart Meeting/Weekly Conference Calls

Additional Weekly Conference Calls. As of August 23, 2016, CONTRACTOR had one (1) hour remaining in the conference call budget. The Project Applicant has indicated that their desire would be to continue with weekly conference calls. CONTRACTOR estimates an additional nineteen (19) hours of staff time will be needed for meeting/conference calls (including meeting preparation; meeting follow-up and review of minutes). Please note that since August 23, 2016, there have been twelve (12) additional weekly meetings that CONTRACTOR has participated in. Thus, a portion of this allocation will be necessary to cover work already completed.

Additional Cost: \$2,850.00

TASK 10: Traffic Revisions

Additional Review of 2016 HMM Traffic Analysis Report(s). County determined that Hexagon's peer review of the HMM (June 22, 2016) Traffic Report was not needed. Hexagon's peer review was included in

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR's scope of work with a budget of \$16,800.00. As CONTRACTOR worked to incorporate the HMM traffic information into the EIR, several inconsistencies were identified with the report. These errors and inconsistencies were summarized in an email to County on July 27, 2016. The Project Applicant responded to the comments on the report on August 1, 2016 and submitted a revised Traffic Report on August 3, 2016. A list of additional inconsistencies and omissions were submitted to County via email on August 10, 2016. CONTRACTOR understands that the Project Applicant is currently working on responding to these comments and anticipate a third updated Traffic Analysis Report. This review and comment by CONTRACTOR staff was not anticipated in CONTRACTOR's scope of work. Approximately twenty (20) hours of staff time has been utilized for review and documentation of the Traffic Report thus far and CONTRACTOR anticipates an additional eight (8) hours will be needed for a total of forty-four (44) hours for the final review.

Additional Cost: \$4,365.00

TASK 12: Additional EIR Revisions

Incorporation of New Biological Information. On July 20, 2016, the Project Applicant submitted two (2) additional biological reports: *Paraiso Springs 2016 California Tiger Salamander and California Red-Legged Frog Habitat Assessment - Supplementary Update* (Brian Mori Consulting, April 2016) and *Paraiso Springs Resort - PLN040183 - Biological Update* (Pat Regan, June 2016). CONTRACTOR's Biologist reviewed the reports and it was agreed that this information should be incorporated into the revised EIR particularly since there is new proposed mitigation for Coast Horned Lizard protection.

Additional Cost: \$ 900.00

Update of RBF Consulting's (RBF) Written Mitigation Measure for Monterey Dusky-Footed Woodrat. This mitigation is poorly written, outdated and requires agency coordination where none is needed. CONTRACTOR recommends this impact discussion and mitigation be updated.

Additional Cost: \$ 725.00

TASK 13: Revised Administrative Draft EIR

Administrative Draft Revised DEIR. Based on the level of effort to date, CONTRACTOR anticipates additional time will be needed with this task and requests eight (8) hours for a total of one hundred thirty-two (132) hours of time to be reallocated to this task.

Additional Cost: \$1,065.00

TOTAL INCREASE: \$10,805.00

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Reallocation of \$9,822.73 of Hexagon's current \$16,800.00 budget would leave a remaining amount of \$6,977.00 in Hexagon's budget. Reallocation of \$982.27 of the associated Subconsultant Overhead ten percent (10%) (Overhead) current \$3,763.50 budget would leave a remaining amount of \$2,781.23 in the Overhead budget. The total reallocation amounts of Hexagon and Overhead budgets would total an amount not to exceed \$10,805.00. CONTRACTOR's overall contracted budget with the County in the amount of \$149,541.50 would remain unchanged. A budget amendment spreadsheet identifying the proposed reallocations is attached.

TOTAL DECREASE: \$10,805.00

- A.2 All written reports required under this Agreement must be delivered in written or hardcopy format as defined above to the following individual:

Mike Novo, Management Specialist
County of Monterey
Resource Management Agency - Planning
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Email: novom@co.monterey.ca.us

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted and shall identify the document or work product being delivered in accordance with the "Milestone Payments and Budget" and shall include the following:

1. Invoice Coversheet

EMC Planning Group, Inc.
Paraiso Hot Springs Resort Environmental Impact Report

Date: _____

Invoice No. _____

Original Agreement Term: September 10, 2012 -- June 30, 2013
Original Agreement Amount: \$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)
Amendment No. 1: \$ 6,850.00 (\$ 6,850.00 base budget plus \$0.00 project contingency)
Extension of Term to June 30, 2014
Amendment No. 2: \$ 6,010.00 (\$ 6,010.00 base budget plus \$0.00 project contingency)
Amendment No. 3: Extension of Term to December 31, 2014
Amendment No. 4: Extension of Term to June 30, 2015
Amendment No. 5: Extension of Term to June 30, 2016
Amendment No. 6: \$146,232.28 (\$127,158.50 Base Budget plus \$19,073.78 project contingency)
Extension of Term to December 31, 2016
Amendment No. 7: \$ 0.00 (Reallocation of Funding)
Extension of Term to June 30, 2017
Total Agreement Amount: \$302,647.08 (\$283,573.30 base budget plus \$19,073.78 project contingency)

This Invoice:

**Reallocated Budget under
 Amendment No. 7**

New Total	Increase/ Decrease Amount	Original Total	
\$8,850.00	\$900.00	\$7,950.00	Task 1: Admin, Management, Project Restart
\$10,205.00	\$2,850.00	\$7,355.00	Task 2: Meetings/Conference Calls
\$1,025.00	\$0	\$1,025.00	Task 3: Aesthetics and Visual Resource Revisions
\$2,255.00	\$0	\$2,255.00	Task 4: Biological Resource Revisions (Wildlife Corridors)

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

\$2,555.00	\$0	\$2,555.00	Task 5: Biological Resource Revisions (Wetland Delineation)	_____
\$4,485.00	\$0	\$4,485.00	Task 6: Biological Resource Revisions (Fire Clearance)	_____
\$600.00	\$0	\$600.00	Task 7: Cultural Resource Revisions	_____
\$6,635.00	\$0	\$6,635.00	Task 8: Hydrology Revisions	_____
\$1,200.00	\$0	\$1,200.00	Task 9: Noise Revisions	_____
\$6,825.00	\$4,365.00	\$2,460.00	Task 10: Traffic Revisions	_____
\$1,885.00	\$0	\$1,885.00	Task 11: Additional Project Alternative	_____
\$6,515.00	\$	\$4,890.00	Task 12: Additional Revisions to DEIR (Based on DEIR Comments)	_____
	\$900.00		-Incorporation of New Biological Information	_____
	\$725.00		-Update of RBF Consulting's (RBF) Written Mitigation Measure for Monterey Dusky-Footed Woodrat	_____
\$20,105.00	\$1,065.00	\$19,040.00	Task 13: Admin Revised DEIR	_____
\$7,860.00	\$0	\$7,860.00	Task 14: Proof Revised DEIR/Legal Counsel Meeting	_____
\$3,600.00	\$0	\$3,600.00	Task 15: Public Review Revised DEIR	_____
\$15,340.00	\$0	\$15,340.00	Task 16: Administrative Final EIR	_____
\$4,640.00	\$0	\$4,640.00	Task 17: Proof FEIR/Legal Counsel Meeting	_____
\$4,200.00	\$0	\$4,200.00	Task 18: Final EIR	_____
\$5,240.00	\$0	\$5,240.00	Task 19: PC/BOS Public Hearings	_____
Total Increase:	\$10,805.00			
\$4,928.00	\$0	\$4,928.00	Additional Costs	
		\$3,500.00	Production Costs	_____
		\$180.00	Travel Costs	_____
		\$300.00	Postal/Deliverables	_____
		\$500.00	Miscellaneous	_____
		\$448.00	Administrative Overhead 10%	_____
\$30,593.50		\$41,398.60	Subconsultant Fees	
		\$11,000.00	Illingworth & Rodkin, Inc.	_____
		\$9,835.00	Balance Hydrologics, Inc.	_____

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

	<u>New Total</u>	<u>Decrease</u>		
	\$6,977.27	-\$9,822.73	\$16,800.00	Hexagon Transportation Consultants, Inc.
	\$2,781.23	-\$982.27	\$3,763.50	Subconsultant Overhead (10%)
Total Decrease:		<u>-\$10,805.00</u>		
TOTAL COSTS:				\$149,541.50
CREDIT FOR EXHIBIT A APPROVED TASKS NO LONGER NECESSARY (see Exhibit A-3 for details)				\$ 22,383.00
GRAND TOTAL:				<u>\$127,158.50</u>
Remaining Balance	\$			

Approved as to Work/Payment: _____
Mike Novo, Management Specialist
Date

2. Invoice Detail

Prior to the CONTRACTOR exceeding a payment amount from the "Milestone Payments and Budget", CONTRACTOR shall contact the County's Management Specialist to obtain pre-approval to exceed the payment budget amount. If County approval is obtained, CONTRACTOR shall adjust the "Milestone Payments and Budget" payment amounts to reflect the overage and adjust the remaining "Milestone Payments and Budget" payment amounts to ensure that the total Project budget does not exceed the overall approved budget amount. CONTRACTOR shall forward the revised "Milestone Payments and Budget" with the pre-approved invoice to the County's Management Specialist for final approval for payment.

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

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Project name with an original hardcopy of invoices sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
168 West Alisal Street, 2nd Floor
Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA -- Finance Division at (831) 755-4800.

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.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (no increase to the total contingency of \$19,073.78) requires the prior written approval of the Chief of Planning and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Management Specialist, 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 Management Specialist and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the Chief of Planning, or in the Chief's absence, designee. Within ten (10) working days thereafter, the Chief of Planning or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

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

Upon receipt of the Project Applicant's written approval by the Chief of Planning or designee, payment for the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Paraiso Springs Resort Revised EIR Budget PSA Amendment #7 (11/09/16)							
Task	EMC Planning Group Inc.						
Staff	Sr. Principal Wissler Adam	Principal Kinson Brown	Senior Biologist Edwards	Graphics/GIS	Production Administration	Total Hours	Total Cost
Billing Rate (Per Hour)	\$205.00	\$150.00	\$150.00	\$125.00	\$95.00		
1. Admin. Management, Project Restart	4	57	0	0	4	59	\$6,860.00
2. Meetings/Conference Calls	14	43	4	0	3	64	\$10,205.00
3. Aesthetics and Visual Resource Revisions	1	4	0	1	1	7	\$1,025.00
4. Biological Resource Revisions (Wildlife Corridors)	1	2	10	2	0	15	\$2,255.00
5. Biological Resource Revisions (Wetland Delineation)	1	2	12	2	0	17	\$2,565.00
6. Biological Resource Revisions (Fire Clearance)	1	4	12	12	4	33	\$4,485.00
7. Cultural Resource Revisions	0	4	0	0	0	4	\$800.00
8. Hydrology Revisions	1	24	8	10	4	47	\$8,635.00
9. Noise Revisions	0	8	0	0	0	8	\$1,200.00
10. Traffic Revisions	6	37	0	2	0	44	\$8,825.00
11. Additional Project Alternative	2	8	1	1	0	12	\$1,885.00
12. Additional Revisions to DEIR (Based on DEIR Comments)	2	24	10	5	4	45	\$6,515.00
13. Admin Revised DEIR	18	105	0	1	10	132	\$20,105.00
14. Proof Revised DEIR/Legal Counsel Meeting	12	28	0	2	10	52	\$7,880.00
15. Public Review Revised DEIR	4	16	0	0	4	24	\$3,600.00
16. Administrative Final EIR	8	85	0	0	10	103	\$15,340.00
17. Proof Revised FEIR/Legal Counsel Meeting	8	20	0	0	0	28	\$4,640.00
18. Final EIR	4	18	4	0	4	28	\$4,200.00
19. PC/BOB Public Hearings	8	24	0	0	0	32	\$5,240.00
Subtotal (Hours)	92	505	61	30	68	754	
Subtotal (Cost)	\$18,860.00	\$75,750.00	\$9,150.00	\$4,750.00	\$5,510.00		\$114,020.00

Additional Costs	
Production Costs	\$3,500.00
Travel Costs	\$180.00
Postal/Deliverables	\$300.00
Miscellaneous	\$600.00
Administrative Overhead 10%	\$448.00
Total	\$4,928.00

Subconsultant Fees	
Illingworth & Rodkin (Noise Report)	\$11,000.00
Balanco Hydrologics (Hydrogeologic Peer Review)	\$9,835.00
Hexagon Transportation Consultants, Inc.	\$6,977.27
Subconsultant Overhead 10%	\$2,781.23
Total	\$30,593.50

Total Costs	\$149,641.60
--------------------	---------------------

**AMENDMENT NO. 3
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THOMPSON HOLDINGS, LLC**

THIS AMENDMENT NO. 3 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Thompson Holdings, LLC (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT applied to the County for approval of a Combined Development Permit for the Paraiso Hot Springs Resort (hereinafter, "Project") requiring an Environmental Impact Report (hereinafter, "EIR"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, PROJECT APPLICANT entered into a Funding Agreement with County on September 11, 2012 (hereinafter, "Agreement") to provide funding for the EIR for the Project through June 30, 2013 for an amount not to exceed \$163,466.93; and

WHEREAS, Agreement was renewed, retroactive to June 30, 2013, by the Parties on January 20, 2016 (hereinafter, "Renewal and Amendment No. 1", including Exhibit 1 – Professional Services Agreement, Exhibit 1A – Amendment No. 1 through Amendment No. 5 to the Professional Services Agreement, and Exhibit 1B – Amendment No. 6 to the Professional Services Agreement) and amended to extend the term for forty-two (42) additional months through December 31, 2016 and to increase the amount by \$146,232.28 which resulted in a total not to exceed amount of \$309,699.21; and

WHEREAS, Agreement was amended by the Parties on December 21, 2016 (hereinafter, "Amendment No. 2", including Exhibit 1C, Amendment No. 7 to the Professional Services Agreement) to extend the term for six (6) additional months through June 30, 2017 and to reallocate funding in the amount of \$10,805.00 with no increase in the not to exceed amount; and

WHEREAS, Contractor has completed Project tasks through circulation of the Project's Recirculated Draft EIR for Public review; and

WHEREAS, the Parties have identified a need to update the Project's Draft EIR; and

WHEREAS, additional time is necessary to allow the Parties to further negotiate additional new tasks to the Scope for completion of the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2018 with no associated dollar amount increase to allow PROJECT APPLICANT to continue funding County for costs incurred by Contractor and County departments to complete tasks identified in this Agreement and as amended by this Amendment No. 3.

NOW THEREFORE, the Parties agree to amend the Agreement as follows:

1. Amend the third paragraph of Section a, "CONTRACTOR", of Paragraph 4, "Payments to CONTRACTOR and County", to read as follows:

Should this AGREEMENT be terminated prior to June 30, 2018, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

2. Amend Paragraph 6, "Term", to read as follows:

AGREEMENT shall become effective September 10, 2012 and continue through June 30, 2018, unless terminated pursuant to Paragraph 7 or amended pursuant to Paragraph 11 of AGREEMENT.

3. Amend the first sentence of Paragraph 7, "Termination", to read as follows:

AGREEMENT shall terminate on June 30, 2018, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

4. Amend "TO COUNTY" section of Paragraph 20, "Notices", to read as follows:

Jacqueline R. Onciano
Chief of Planning Services
County of Monterey Resource Management Agency
Land Use and Community Development
1441 Schilling Place-South, 2nd Floor
Salinas, California 93901-4527

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 3, the previous Renewal and Amendment No. 1, and Amendment No. 2 to the Agreement shall be attached to this Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

