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**AMENDMENT NO. 4
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
PARAISO SPRINGS RESORT, LLC**

THIS AMENDMENT NO. 4 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Paraiso Springs Resort, 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's predecessor in interest, Thompson Holdings, LLC, 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, Agreement was amended by the Parties on June 6, 2017 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through June 30, 2018 with no increase in the not to exceed amount; and

WHEREAS, effective May 23, 2017, the PROJECT APPLICANT merged into and is presently conducting business in the name of Paraiso Springs Resort, LLC; 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 for Contractor to update the Draft EIR to include a new approach to the analysis of the Greenhouse Gas (GHG) emissions to meet goals set forth in Assembly Bill (AB) 32, Senate Bill (SB) 32, and to address climate change in the California Environmental Quality Act (CEQA) process for the Project; and

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to revise the PROJECT APPLICANT's name and increase the amount by \$28,944.30 for a total not to exceed \$338,643.51 with no extension to the term 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. 4.

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

1. In all places within the Agreement, and any amendment thereto, any reference to Thompson Holdings, LLC is hereby replaced with Paraiso Springs Resort, LLC.
2. Amend Paragraph B of "Recitals", to read as follows:

Due to the magnitude and complexity of the PROJECT, the Parties 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", "1A", "1B", "1C" and "1D", and incorporated herein by reference as if fully set forth. County shall manage the PROJECT work performed by CONTRACTOR.

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

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

4. Amend the first section of Paragraph 1, "Deposits to Fund PSA, County Contract Administration Fee, Planning Department Staff Costs", to read as follows:

PROJECT APPLICANT shall make payments in an amount equal to the CONTRACTOR's Base Budget, the County's Contract Administration Fee and for Planning Department staff costs payable in seven (7) installments as described below. The total amount of this AGREEMENT is \$316,938.43 and includes:

CONTRACTOR's Base Budget (excluding optional tasks):	\$292,923.30
CONTRACTOR's Base Budget (optional tasks):	\$ 4,103.00
County Contract Administration Fee:	\$ 3,170.00
Planning Department Staff Costs:	<u>\$ 16,742.13</u>
TOTAL:	\$316,938.43

5. Amend the sixth payment in Paragraph 1, "Deposits to Fund, PSA, County Contract Administration Fee, Planning Department Staff Costs", to read as follows:

PROJECT APPLICANT shall make a sixth payment in the amount equal to \$26,313.00 of the maximum charge under this Amendment No. 4 to fund the CONTRACTOR's Base Budget. This sixth payment shall be made with the County Resource Management Agency (RMA) – Land Use and Community Development and is due upon CONTRACTOR's submittal of the Screen Check Draft EIR to County.

PROJECT APPLICANT's payment of \$26,313.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

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

PROJECT APPLICANT shall make a seventh payment in the amount equal to \$37,158.00 of the maximum charge under this Amendment No. 4 to fund the CONTRACTOR's Base Budget. This seventh payment shall be made with the County Resource Management Agency (RMA) – Land Use and Community Development and is due upon CONTRACTOR's submittal of the Administrative Final EIR (AFEIR) to County.

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

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

The maximum amount which may be paid to the CONTRACTOR under the PSA is \$331,591.38.

CONTRACTOR's Base Budget (including optional tasks paid by PROJECT APPLICANT):	\$297,026.30
CONTRACTOR's Base Budget (paid by County):	\$12,860.00*
Project Contingency (paid by PROJECT APPLICANT):	\$ 21,705.08
<u>Maximum Charge (paid to CONTRACTOR) under AGREEMENT:</u>	<u>\$331,591.38</u>

- * PROJECT APPLICANT is not responsible for funding “paid by County” costs for the CONTRACTOR’s Base Budget in the amount of \$12,860.00 as outlined in Amendment No. 1 and Amendment No. 2 to the PSA in 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 \$338,643.51.

CONTRACTOR’s Base Budget:	\$292,923.30
CONTRACTOR’s Base Budget (optional task):	\$ 4,103.00
County Contract Administration Fee:	\$ 3,170.00
Deposit for RMA – Land Use and Community Development:	\$ 16,742.13
Project Contingency:	\$ 21,705.08
<u>Maximum Charge Under AGREEMENT:</u>	<u>\$338,643.51</u>

- 8. 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”, “1C”, and “1D”.

- 9. Amend 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 \$297,026.30.

- 10. Amend “Fifteen Percent (15%) Project Contingency” section of Paragraph 4.a., “CONTRACTOR”, to read as follows:

An additional fifteen percent (15%) to CONTRACTOR’s Base Budget, as noted in Exhibit “1B”, shall be included in the PSA between County and CONTRACTOR to cover contingencies in the amount not to exceed of \$19,073.78. This Project Contingency is increased by \$2,631.30 (10% of Base Budget increase of \$26,313.00) for a total amount not to exceed \$21,705.08, as noted in Exhibit “1D”, and is subject to the procedures in *Section 3, Transfer from Project Contingency Account*, specified in Exhibits “A-3”, “A-4” and “A-5”, *Scope of Services/Payment Provisions, for the Paraiso Hot Springs Resort Project*, of the PSA.

- 11. Amend “TO PROJECT APPLICANT” section of Paragraph 20, “Notices”, to read as follows:

Paraiso Springs Resort, LLC
 Attn: John Thompson
 P.O. Box 779
 Springhouse, Pennsylvania 19477

12. All other terms and conditions of the Agreement remain unchanged and in full force.
13. This Amendment No. 4, the previous Renewal and Amendment No. 1, and all previous amendments to the Agreement shall be attached to this Agreement and incorporated therein as if fully set forth in the Agreement.
14. The recitals to this Amendment No. 4 are incorporated into the Agreement and this Amendment No. 4.

EXHIBIT 1D

**AMENDMENT NO. 9 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. 9
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 9 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 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 amount by \$6,010.00 which resulted in a total not to exceed amount of \$156,414.80 with no extension to the 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 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 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 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 amount by \$146,232.28 which resulted in a total not to exceed amount of \$302,647.08; and

WHEREAS, Agreement was amended by the Parties on December 21, 2016 (hereinafter, "Amendment No. 7", including Exhibit A-4 – Scope of Services/Payment Provisions) 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, Agreement was amended by the Parties on June 6, 2017 (hereinafter, "Amendment No. 8") to extend the term for one (1) additional year through June 30, 2018 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 for CONTRACTOR to update the Draft EIR to include a new approach to the analysis of the Greenhouse Gas (GHG) emissions to meet goals set forth in Assembly Bill (AB) 32, Senate Bill (SB) 32, and to address climate change in the California Environmental Quality Act (CEQA) process for the Project; and

WHEREAS, additional funding is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$28,944.30 for a total not to exceed \$331,591.38 with no extension to the term to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 9.

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, A-3, A-4 and A-5** 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, A-3, A-4 and A-5**, 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 \$331,591.38.
3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-5, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 9 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Jacqueline R. Onciano
Chief of Planning Services

EMC Planning Group, Inc.
Contractor's Business Name

Date: _____

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

Its: _____
(Printed Name and Title)

Date: _____

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

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

By: _____
Brian P. Briggs
Deputy County Counsel

Its: _____
(Printed Name and Title)

Date: _____

Date: _____

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-5 - 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"**

BACKGROUND

The Project Applicant for the Paraiso Hot Springs Resort Development (hereinafter, "Project") submitted an application for development of the proposed Project in 2005. County contracted with another consulting firm to prepare an Environmental Impact Report (EIR) for the Project. An Administrative Draft EIR (ADEIR) was prepared prior to expiration of that Agreement. On September 11, 2012, County entered into an Agreement with CONTRACTOR to revise and/or update limited and specific sections of the ADEIR including the Climate Change Section which had been prepared in 2009. CONTRACTOR completed the Climate Change Analysis Update in late 2012 and the Draft EIR (DEIR) was released to the Public in July 2013.

Although the Climate Change Section of the DEIR was adequate when prepared, expectations of local agencies to advance their analytical and mitigation approaches to addressing climate change in the California Environmental Quality Act (CEQA) process for land use projects have grown. New State legislation and outcomes of Greenhouse Gas (GHG) related CEQA legal cases have "raised the bar" for analysis and mitigation of GHG impacts. Hence, the 2013 update to the DEIR is now considered outdated. Substantial revisions are necessary for the analysis to be adequate.

AB 32 and SB 32 Guidance

With the adoption of Assembly Bill (AB) 32 in 2006, local and regional agencies began to align their CEQA processes and craft GHG thresholds of significance to be consistent with the year 2020 reduction goal embedded in AB 32 and further operationalized in subsequent Scoping Plans. Senate Bill (SB) 32 is the follow-on legislation to AB 32. It was passed in 2016 and sets the State on a path to reduce GHGs to forty percent (40%) below 1990 levels by 2030. This interim goal is intended to keep the State on a path to meeting a goal of reducing GHGs to eighty percent (80%) below 1990 levels by 2050. Standards of significance for this Project (operational after 2020 at the effective end of the AB 32 GHG reduction goal horizon) will be expected to align with the new 2030 reduction target.

PROPOSED APPROACH

GHG Analysis

CONTRACTOR shall model unmitigated Project GHG emissions using CalEEMod based on an anticipated Project buildout year. Emissions shall be estimated for construction (including demolition), vegetation removal, transportation, energy and water consumption, area sources, solid waste generation, and vegetation removal.

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Construction emissions will be estimated based on the phasing schedule provided by the Project Applicant. Trip generation rates from the traffic study prepared for the proposed Project by Hatch Mott MacDonald (HMM) (2017) shall be used as a model input. CONTRACTOR shall coordinate with the Association of Monterey Bay Area Governments (AMBAG) to confirm if Project site-specific trip distances may be obtained. If not, trip distances in CalEEMod shall be modified to provide a reasonable estimate of vehicle miles traveled. Technical reports supplied by the Project Applicant may be sources of additional model inputs and shall be reviewed for this purpose (County shall provide the name of the reports). Where Project-specific data is not available, CalEEMod default values shall be used.

The fundamental components of the proposed GHG analysis shall include: a baseline GHG inventory using general assumptions of existing land uses within the Project site; an unmitigated Project GHG inventory; calculation of GHG reductions from the Project Applicant proposed mitigation measures where such reductions can be readily quantified based on information within available documentation for credible sources, such as air districts, determination of the GHG volume balance (if any) that must be mitigated to achieve net zero emissions; crafting of a GHG mitigation measure containing performance standards for reducing the balance to zero; and containing a representative menu of additional reduction options that can be considered to reduce emissions to zero. Four (4) hours shall be included in the budget to conduct one (1) additional CalEEMod run to determine whether the additional measures have potential to reduce emissions to zero. The Project Applicant shall be required to prepare a GHG emissions reduction plan which identifies and quantifies the additional measures to be incorporated into the Project that shall reduce emissions to net zero. On-site mitigation of GHG emissions is the priority. Purchase of carbon offsets shall also be addressed as a GHG reduction measure option to the extent that on-site reduction measures are insufficient to achieve the zero emissions goal. The plan shall be subject to review and approval of County staff prior to approval of a grading permit (or other discretionary approval preferred by County).

The Project Applicant shall craft an additional Project objective to achieve a net zero GHG emissions goal. No threshold of significance shall be proposed.

Energy

CEQA section 21100 (b)(3) states, "The environmental impact report shall include a detailed statement setting forth mitigation measures proposed to minimize significant effects on the environment, including, but not limited to, measures to reduce the wasteful, inefficient, and unnecessary consumption of energy."

The three (3) primary sources of energy consumption from the proposed Project will be fuel use in vehicles traveling to and from the Project site, on-site use of natural gas, and on-site use of electricity in buildings and for other ancillary uses such as lighting. Energy demand from operation sources (on-site use of natural gas and electricity) at buildout of the proposed Project shall be modeled in CalEEMod as described in the GHG Analysis Section above. Vehicle miles traveled (VMT) serves as a general proxy for the magnitude of transportation fuel consumption. The change in VMT with the Project shall be input into the Emissions Factors (EMFAC) model to estimate the change in fuel demand that would result from the VMT increase. Annual average Project-related VMT shall be calculated using CalEEMod. CONTRACTOR assumes that CalEEMod default fleet mix for Monterey County applies to this Project. Other additional

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Project-specific information may be input into the model (e.g., vehicle trips and trip length if available from the Traffic Impact Analysis prepared for the Project or from AMBAG).

Updates to Other EIR Sections

The criteria air emissions results of CalEEMod modeling conducted for the GHG analysis are likely to differ from those produced during the last update of the Air Quality Section of the Recirculated DEIR. Therefore, CONTRACTOR expects that revisions to other sections of the EIR such as the Air Quality, Cumulative Impacts, Alternatives, and Summary Sections will be needed to reflect the updated information.

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 to update the climate change analysis contained in the Recirculated DEIR for the Project, as set forth below:

Task 1 Administration, Management and Meetings

CONTRACTOR shall provide:

- Contract amendment, scope refinement, scope negotiations and management.
- Project team coordination between County staff, CONTRACTOR subconsultants, and CONTRACTOR, including any necessary discussions with Project Applicant.
- Climate change/CEQA consultation and management services for County.
- Conference calls or in-person meetings with County staff in connection with the climate change aspects of the Project. Up to two (2) conference calls or in-person meetings (a maximum of four (4) hours of staff time) is included in this scope.

Task 2 Baseline Modeling, Calculation of GHG Reductions from Project Applicant Proposed Measures, Craft Mitigation Measure and Reduction Options, Additional CalEEMod Run (if needed)

CONTRACTOR shall conduct modeling to estimate baseline emissions and unmitigated GHG emissions that would be generated by construction and operations of the proposed Project. A menu of quantifiable reduction strategies shall be provided to the Project Applicant. Quantifiable Project Applicant proposed reduction strategies shall be incorporated into the model.

The model results shall be summarized in a memorandum suitable for incorporation as an appendix into the CEQA document. The following subtasks shall be included in this task:

- "Menu" of quantifiable on-site GHG reduction measures to illustrate options the Project Applicant can select to incorporate into the Project to reduce emissions as Project Applicant proposed mitigation.
- CalEEMod model development (data collection, model development, identify and describe assumptions and assessment of unmitigated emissions, identify and describe assumptions and assessment of emissions with Project Applicant proposed reduction mitigation measures incorporated). This scope assumes up to four (4) CalEEMod model runs: 1) baseline; 2) unmitigated GHG emissions; 3) GHG emissions with Project Applicant proposed reduction strategies incorporated; and 4) one (1) additional model run, if necessary, to refine or slightly modify Project Applicant proposed mitigation.

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Troubleshoot and refine model.
- Prepare Emissions Assessment Memorandum that includes a summary of baseline emissions, unmitigated emissions, and emissions with Project Applicant proposed reduction mitigation measures incorporated.
- Respond to further comments from County team.

Deliverables: One (1) electronic PDF copy of the CalEEMod outputs suitable for use in the DEIR appendices. Provide one (1) electronic PDF copy of the Emissions Assessment Memorandum.

Deliverables: One (1) electronic PDF copy of summary memo

Task 3 Prepare Administrative Draft of the Climate Change Chapter and Energy Chapters of the DEIR

CONTRACTOR shall:

- Conduct GHG impacts analysis and develop mitigation approach consistent with State CEQA Guidelines Section 15064.4.
- Conduct energy analysis consistent with Public Resources Code Section 21100 (b)(3).
- Prepare ADEIR Climate Change and Energy Chapters.

Note: CONTRACTOR assumes that the proposed uses are consistent with the uses studied in the previous EIR. Project Applicant proposed mitigation measures to reduce GHG emissions shall be identified as well as any other required mitigation.

Deliverables: Provide (1) digital (Word or PDF version) of the ADEIR Climate Change and Energy Chapters for County staff to review and comment. CONTRACTOR assumes that all comments shall be consolidated into one (1) set of comments.

Task 4 Prepare Administrative Draft of Modifications to Other Chapters of the DEIR

The updated CalEEMod data will likely result in slightly different numeric outputs than identified in the Air Quality Section of the 2013 DEIR. Therefore, the Air Quality Section (including associated tables and appendices) will require an update.

CONTRACTOR shall provide the following;

- Prepare ADEIR Air Quality Section
- Minor updates may also be required to the Cumulative Impacts, Alternatives and Summary Sections of the DEIR

Note: This scope assumes that the refined numeric output will not result in changes to the significance level of air quality impacts.

Deliverables: One (1) digital (Word or PDF version) of ADEIR revisions for County staff to review and comment. CONTRACTOR assumes that all comments will be consolidated into one (1) set of comments.

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 5 Prepare DEIR Chapters

CONTRACTOR shall prepare and submit to County draft copies of the following DEIR chapters: Climate Change, Energy, Air Quality, Cumulative Impacts, Alternatives and Summary.

Deliverables: One (1) digital (Word or PDF version) of the Climate Change, Energy, Air Quality Chapters, and relevant portions of the Cumulative Impacts, Alternatives and Summary Sections

Task 6 Assist with Responses to DEIR Comments

CONTRACTOR shall assist County in responding to comments on the Climate Change, Air Quality, Cumulative Impacts, Alternatives, and Summary Sections of the DEIR related to work performed by CONTRACTOR.

Note: This scope assumes a maximum of five (5) comment letters or twelve (12) hours of CONTRACTOR staff time associated with this scope.

Task 7 Public Hearing

CONTRACTOR's Climate Change Specialist, Ron Sisseem, shall attend one (1) Public Hearing in connection with the climate change aspects of the Project.

This scope includes up to two (2) conference calls or in-person meetings (a maximum of four (4) hours of CONTRACTOR's staff time) (Task 1) and four (4) hours for CONTRACTOR's Climate Specialist to attend a Public Hearing.

- 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, AICP, Management Specialist
County of Monterey
Resource Management Agency (RMA) – Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

B. SCHEDULE AND BUDGET

B.1 Schedule

CONTRACTOR shall begin work on this Project when the Notice to Proceed (NTP) is received from County. CONTRACTOR shall complete all modeling, analysis and administrative draft documents within seven (7) weeks of receipt of the executed Agreement and NTP is received from County.

B.2 Budget

A not-to-exceed budget is included on the following page.

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B.3 Assumptions

If any of the Project Applicant proposed mitigation measures result in potentially significant environmental impacts, the potential impacts shall be identified and analyzed in the EIR document. Additional analysis resulting from Project Applicant proposed mitigation is not included in this scope and budget.

Services detailed in Exhibit A-5 – 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 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.

EXHIBIT A-5 - 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 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>Amendment No. 7:</i>	<i>\$ 0.00 (Reallocation of Funding)</i> <i>Extension of Term to June 30, 2017</i>
<i>Amendment No. 8:</i>	<i>Extension of Term to June 30, 2018</i>
<i>Amendment No. 9:</i>	<i>\$ 28,944.30 (\$26,313.00 Base Budget plus \$2,631.30 project contingency)</i>
<i>Total Agreement Amount:</i>	<i>\$331,591.38 (\$309,886.30 base budget plus \$21,705.08 project contingency)</i>

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

<i>This Invoice:</i>	<u>Budget</u>	
\$ 3,680.00	Task 1: Administration, Management, and Meetings	_____
\$ 7,255.00	Task 2: Baseline Modeling, Calculation of GHG Reductions from Project Applicant Proposed Measures, Craft Mitigation Measure and Reduction Options, Additional CALFEEMod Run (if needed)	_____
\$ 7,860.00	Task 3: Prepare Administrative Draft of the Climate Change Chapter and Energy Chapters of the DEIR	_____
\$ 2,015.00	Task 4: Prepare Administrative Draft of Modifications to Other Chapters of the DEIR	_____
\$ 1,950.00	Task 5: Prepare DEIR Chapters	_____
\$ 2,665.00	Task 6: Assist with Responses to DEIR Comments	_____
\$ 800.00	Task 7: Public Hearing	_____
\$ 88.00	<u>Additional Costs</u>	_____
	\$25.00 Production Costs	_____
	\$30.00 Travel Costs	_____
	\$25.00 Postal/Deliverables	_____
	\$0.00 Miscellaneous	_____
	\$8.00 Administrative Overhead 10%	_____
GRAND TOTAL:		<u>\$26,313.00</u>

Remaining Balance \$ _____

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

2. Invoice Detail

Prior to the CONTRACTOR exceeding a payment amount from the Base 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 Base Budget payment amounts to reflect the overage and adjust the remaining Base Budget payment amounts to ensure that the total Project budget does not exceed the overall approved budget amount. CONTRACTOR shall forward the revised "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 the invoices sent to the following:

EXHIBIT A-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
RMA – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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.

3. **Transfer from Project Contingency Account**

Transfer of funding from the Project Contingency Account (increased in the amount of \$2,631.30 for a total Contingency budget amount of \$21,705.08) requires the prior written approval of either the RMA Director or the Chief of Planning Services 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 RMA Director or Chief of Planning Services, or in their absence, designee. Within ten (10) working days thereafter, the RMA Director, Chief of Planning Services or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

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

Upon receipt of the Project Applicant's written approval by the RMA Director, Chief of Planning Services 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-5 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Paraiso Climate Change/Energy Analysis		EMC Planning Group Inc.						
		Sr. Principal	Principal	Principal Planner	Admin/Production	Total Hours	Total Cost	
Staff								
Billing Rate (Per Hour)		\$210.00	\$200.00	\$190.00	\$95.00			
Task 1 - Administration, Management and Meetings		0.0	7.0	12.0	0.0	19.0	\$3,680.00	
Task 2 - Baseline Modeling, Calculation of GHG Reductions from Applicant Proposed Measures, Craft Mitigation Measure and Reduction Options, Additional CalEEMod Run (if needed)		0.0	13.0	24.0	1.0	38.0	\$7,255.00	
Task 3 - Prepare Administrative Draft of the Climate Change Chapter and Energy Chapters of the Draft EIR		1.0	24.0	14.0	2.0	41.0	\$7,860.00	
Task 4 - Prepare Administrative Draft of Modifications to Other Chapters of the Draft EIR		0.0	2.0	8.0	1.0	11.0	\$2,015.00	
Task 5 - Prepare Draft EIR Chapters		1.0	3.0	6.0	0.0	10.0	\$1,950.00	
Task 6 - Assist with Responses to Draft EIR Comments		0.0	10.0	3.0	1.0	14.0	\$2,665.00	
Task 7 - Public Hearing		0.0	4.0	0.0	0.0	4.0	\$800.00	
Subtotal (Hours)		2.0	63.0	67.0	5.0	137.0		
Subtotal (Cost)		\$420.00	\$12,600.00	\$12,730.00	\$475.00	\$17.0	\$26,225.00	
Additional Costs								
Production Costs							\$25.00	
Travel Costs							\$30.00	
Postal/Deliverables							\$25.00	
Miscellaneous							\$0.00	
Administrative Overhead 10%							\$8.00	
Total							\$88.00	
Total Costs							\$26,313.00	