

**FUNDING AGREEMENT
FOR
CARMEL 1 INV, LLC
INITIAL STUDY/MITIGATED NEGATIVE DECLARATION**

THIS FUNDING AGREEMENT (“AGREEMENT”) is made and entered into by and between the County of Monterey, a political subdivision of the State of California (“County”) and Carmel 1 Inv, LLC, a Delaware corporation (“PROJECT APPLICANT”) (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below and with reference to the following facts and circumstances:

RECITALS

- A. PROJECT APPLICANT has applied to the County for consideration of a Combined Development Permit (“Project”), PLN240105, consisting of a residential development spanning five (5) parcels and approximately 13.4 acres located at 26500 and 26550 Val Verde Drive in Carmel, California. The project includes 74 for-sale, all-electric homes, including 59 single-family residences, 15 townhomes, and two (2) acres of open space that includes a neighborhood park and landscaped gathering areas. To support the environmental analysis, the County has required the PROJECT APPLICANT to fund the preparation of an environmental evaluation through an Initial Study and Mitigated Negative Declaration (IS-MND) and associated fees.
- B. A fundamental premise of this AGREEMENT is that nothing is to be construed as a representation, promise, or commitment on the part of the County to give special treatment to, or exercise its discretion favorably for, the Project, in exchange for PROJECT APPLICANT’s obligation to fund the cost of retaining CONTRACTOR.
- C. The 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 of 1970 (Public Resources Code Section 21000 et seq., hereafter “CEQA”) and State CEQA Guidelines (14 California Code of Regulations Section 15000 et seq., hereafter “Guidelines”) and the Monterey County Code.

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

- 1. Deposits to Fund Services and County Fee for Contract Administration
PROJECT APPLICANT shall deposit an amount equal to the base budget amount of the CONTRACTOR’s proposal for preparation of an IS-MND, the Project Contingency fee, and the County Administration fee. This totals \$194,054.90 and includes:

CONTRACTOR's Base Budget	\$149,273.00
Project Contingency (15%)	22,390.95
County Project Management/Contract Administration (15%)	<u>22,390.95</u>
	\$194,054.90

PROJECT APPLICANT shall deposit \$194,054.90 with the County of Monterey Housing and Community Development Department (HCD) upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County.

PROJECT APPLICANT's deposit of \$194,054.90 with the County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget is included in the AGREEMENT between the County and the PROJECT APPLICANT and is allocated for contingencies. Transfer of any Project Contingency funds to the Base Budget requires the approval of both the County and the PROJECT APPLICANT. Within five (5) working days of receipt of the County's request, the PROJECT APPLICANT shall approve or disapprove the request. This fifteen percent (15%) Project Contingency totals \$22,390.95 and is subject to the procedures set forth in this AGREEMENT.

3. County Contract Administration Fee

The fifteen percent (15%) County Project Management/Contract Administration Fee of \$22,390.95 shall be paid by PROJECT APPLICANT upon approval of this Agreement by the County of Monterey. This fee is nonrefundable.

4. Maximum Budget Under AGREEMENT

The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$194,054.90.

CONTRACTOR's Base Budget	\$149,273.00
Project Contingency (15%)	22,390.95
County Project Management/Contract Administration (15%)	<u>22,390.95</u>
MAXIMUM CHARGE UNDER THIS AGREEMENT	\$194,054.90

5. Engagement of CONTRACTOR

CONTRACTOR shall be responsible only to the County, and nothing in this AGREEMENT imposes any obligation on the County or CONTRACTOR to PROJECT APPLICANT other than to devote the time and attention to assisting with the processing of the Project. CONTRACTOR's contact with PROJECT APPLICANT shall only be through the County. PROJECT APPLICANT, its agents, employees, consultants, representatives, or partners shall not contact CONTRACTOR directly in any manner unless at a public hearing, meeting, or workshop for the PROJECT.

6. Payment(s) to CONTRACTOR by County

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from the Base Budget funds deposited by PROJECT APPLICANT and shall be paid in accordance with the terms of Section B of Exhibit "A" of this AGREEMENT.

Should this AGREEMENT be terminated prior to December 31, 2026, any unearned balance of the Base Budget deposited by PROJECT APPLICANT shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by the County.

b. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed \$22,390.95, will be allocated to potential project contingencies. Transfer of any Project Contingency funds into the Base Budget requires the approval of both the County and the PROJECT APPLICANT. PROJECT APPLICANT shall approve or disapprove the transfer request within five (5) working days of receiving of the County's request. This fifteen percent (15%) Project Contingency is subject to the procedures set forth in this AGREEMENT.

If PROJECT APPLICANT takes more than five (5) working days to respond to a Request for Transfer from Project Contingency, the CONTRACTOR may incur extra costs, which could result in another Request for Transfer from Project Contingency.

7. Relationship to Other Charges

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

8. No Promise or Representation

The Parties agree that nothing in the AGREEMENT is to be construed as a representation, promise, or commitment on the part of the 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 the County's actions regarding the Project.

9. Term

AGREEMENT shall become effective upon execution, and continue through December 31, 2026, unless terminated pursuant to Paragraph 9 of the AGREEMENT.

9. Termination
AGREEMENT shall terminate on December 31, 2026, but may be terminated earlier by PROJECT APPLICANT or the 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.
10. Entire Agreement
AGREEMENT and its attachments constitute the entire AGREEMENT between the Parties respecting the matters set forth herein. The Parties each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with AGREEMENT that is not expressly contained herein.
11. Negotiated Agreement. It is agreed and understood by the Parties that the AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared AGREEMENT within the meaning of Civil Code Section 1654.
12. Assignment. Neither the County nor PROJECT APPLICANT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns.
13. Amendment. This AGREEMENT may be amended, modified, or supplemented only in writing by both Parties.
14. Contracting Officer. The contracting officer of the County, and the only entity authorized by law to make or amend AGREEMENT on behalf of the County, is the County of Monterey Board of Supervisors or a County employee whom they have specifically authorized.
15. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.
16. Governing Law. AGREEMENT shall be construed, interpreted, and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.
17. Construction. The language in all parts of the AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each party has reviewed the AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of AGREEMENT.

18. 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.
19. Indemnification. PROJECT APPLICANT agrees to defend, indemnify, and hold the 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.
20. 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.
21. Notices. Notice to the Parties in connection with AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Joseph Alameda
County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901
(831) 783-7079
alamedaj@countyofmonterey.gov

TO PROJECT
APPLICANT: Pamela Nieting
Carmel 1 Inv, LLC
1185 Old Mason Street
(650) 465-3628
pnieting@cityventures.com

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

THIS SECTION INTENTIONALLY LEFT BLANK

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

COUNTY OF MONTEREY

By: N/A
Chief Contracts and Procurement Officer

Date: _____

By: _____
Craig W. Spencer, Director

Date: _____

Approved as to Form

County Counsel¹

Susan K. Blitch, County Counsel

Signed by: Reed Gallogly
Reed Gallogly, Deputy County Counsel

Date: 10/9/2025

Approved as to Fiscal Provisions²

DocuSigned by: Patricia Ruiz
E79EF64E57454F6
Auditor/Controller

Date: 10/10/2025

Reviewed as to Liability Provisions

Office of the County Counsel-Risk Management³

By: _____
David Bolton, Risk Manager

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (California Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

¹ Approval by the Office of the County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

ATTACHMENT 1

**Professional Services Agreement
with Rincon Consultants, Inc.
for Carmel Rio Road Project**

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and Rincon Consultants, Inc. ("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:
Prepare environmental documentation under the California Environmental Quality Act (CEQA) for the Carmel Rio Road Project.
2. **PAYMENTS BY COUNTY.** The 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 **\$171,663.95**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from **execution to December 31, 2026**, 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.

- 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 the 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 thirty (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 thirty (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 the County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION.

- 8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

- 8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against the County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.
- 8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County.

9. INSURANCE.

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

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, 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 coverages, 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 A.M. Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Automobile Liability Coverage: Must include all motor vehicles, including scheduled, , 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.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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 (3) years following the expiration or earlier termination of this Agreement.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other 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 (3) 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 (30) 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.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 (5) 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 always 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 the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) 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 the 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 the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the 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 the 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 (3) 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- (3-) 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 (3) 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 the County.

10.06 Format of Deliverables. For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

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, or any other characteristic set forth in California Government code § 12940(a), 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, the County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. 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 the 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 the County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

15. 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:
Kathy Nielsen, Management Analyst II	Megan Jones, Managing Principal
Name and Title	Name and Title
1441 Schilling Place, South 2 nd Floor	80 Garden Court, Suite 240
Salinas, CA 93901	Monterey, CA 93940
Address	Address
(831) 755-4832	(831) 920-5424
194-HCD-Contracts@countyofmonterey.gov	mjones@rinconconsultants.com
Phone/Email	Phone/Email

16. MISCELLANEOUS PROVISIONS.

16.01 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.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 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.

16.04 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.

- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 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.
- 16.07 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.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive, and both the County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 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.
- 16.13 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.
- 16.14 Integration. This Agreement, including the exhibits, represents 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.
- 16.15 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.
- 16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary

phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5, and California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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

COUNTY OF MONTEREY

CONTRACTOR

By: N/A
Chief Contracts and Procurement Officer

Date: _____

By: Craig W. Spencer, HCD Director (if applicable)

Date: _____

**Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel**

By: _____
County Counsel

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

**Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management³**

By: N/A
David Bolton, Risk Manager

Date: _____

RINCON CONSULTANTS, INC.

Contractor's Business Name*

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

Jennifer Haddow, Vice President
Name and Title

Date: _____

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

Richard Daulton, Secretary
Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute 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.

¹ Approval by the Office of County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Rincon Consultants, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

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:

BACKGROUND AND PROJECT UNDERSTANDING

PROJECT APPLICANT proposes a residential development at 26500 and 26550 Val Verde Drive in Carmel, spanning five parcels and approximately 13.4 acres. The project includes 74 for-sale, all-electric homes, including 59 single-family residences and 15 townhomes, designed in Spanish Colonial and Renaissance styles that reflect Carmel’s architectural heritage. Val Verde Drive bisects the site and will be improved to serve as the primary access route from Rio Road. The plan incorporates nearly two acres of open space, including a neighborhood park and landscaped gathering areas. The applicant has submitted a Preliminary Application pursuant to Senate Bill 330 and the “builder’s remedy,” establishing vested rights for a standard subdivision and a defined set of objective development standards. By reserving 15 units for lower-income households, the project qualifies for waivers and concessions under State Density Bonus Law and meets the criteria for a Housing Development Project under Government Code §65589.5(h)(2).

In 2017, CONTRACTOR prepared an Environmental Impact Report (EIR) for a similar residential project on the western portion of the current site (SCH #2015071046). That earlier proposal included 31 units, including 24 market-rate and seven affordable units, on 7.9 acres west of Val Verde Drive. The current project expands the development footprint to include parcels east of Val Verde Drive, increasing both the site area and total unit count.

The County has determined that an Initial Study-Mitigated Negative Declaration (IS-MND) provides the appropriate level of CEQA review. The prior EIR addressed significant and unavoidable traffic impacts based on Level of Service (LOS) thresholds, which is no longer considered an environmental impact under CEQA. Since the current project does not trigger similar impacts and no other significant and unavoidable impacts are anticipated, an IS-MND offers an efficient and proportionate approach to environmental evaluation.

CONTRACTOR shall build upon the analysis and background information developed for the 2017 EIR, applying it where relevant to support focused on efficient preparation of the IS-MND.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

TASK 1 – KICKOFF MEETING

CONTRACTOR shall schedule a one-hour kickoff meeting upon notice to proceed, held via conference call. The purpose of the meeting will be to allow the County and CONTRACTOR to discuss the project description, approach to environmental evaluation, and project schedule.

TASK 2 – TECHNICAL STUDIES

Task 2.1 - Air Quality and Greenhouse Gas Emissions Analysis

CONTRACTOR shall consider both temporary construction and long-term operational emissions to address impacts associated with air pollutant and greenhouse gas (GHG) emissions. The analysis will include the following:

- Summarize the existing air quality conditions in the air basin using data for nearby air monitoring stations available from the California Air Resources Board and the Monterey Bay Air Resources District (MBARD).
- Characterize the state of the climate and relevant federal, State, and local climate change regulations. Identify the GHGs of primary concern.
- Summarize the federal, State, and local standards and regulatory review requirements pertinent to air quality and GHG emissions.
- Calculate construction and operational emissions of criteria pollutants and GHG emissions using the California Emissions Estimator Model (CalEEMod). GHG emissions will be provided for informational purposes.
- Evaluate the significance of air quality and GHG emissions impacts based on the thresholds defined by MBARD and the County of Monterey.
- Determine the potential for the project to cause odor impacts to off-site uses.
- A qualitative assessment of localized risk from the construction activities is proposed. However, as the project is adjacent to sensitive receptors and anticipated to have a construction length of more than one year, if the project design does not require construction equipment greater than 50 horsepower to meet USEPA Tier 4 certification or emissions standards, California Air Resources Board Level 3 diesel particulate filters, or alternatively fueled (non-diesel) equipment, a quantitative health risk assessment (HRA) is recommended (see Task 2.3).
- Evaluate the project's compliance with local air quality plans.
- Provide mitigation measures for identified potentially significant air quality and GHG emissions impacts.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

The findings of the air quality and GHG emissions analysis will be summarized in the respective sections of the Initial Study. An appendix with modeling data will be included.

Task 2.2 - Hydrogeological Report

CONTRACTOR shall prepare a comprehensive Hydrogeological Report. The analysis will assess the site's groundwater conditions, evaluate the availability of a sustainable water supply, and identify potential impacts on groundwater and surface water resources. The report will be developed in accordance with Monterey County Code Section 19.03.015(L)(3).

CONTRACTOR shall provide a detailed review of existing data and technical reports, including well pumping tests, water demand analyses, and groundwater assessments.

CONTRACTOR shall analyze site-specific hydrogeologic and hydrometeorological conditions, evaluate groundwater levels, flow, storage, and quality, and assess water demand and balance under current and proposed land uses.

- A Q50 analysis will be conducted to estimate long-term sustainable pumping rates, and a nitrate balance will be calculated to evaluate changes in groundwater quality.
- Mitigation measures will be proposed where necessary to address potential impacts.

CONTRACTOR shall, in addition to preparing the draft and final Hydrogeological Report, finalize review of groundwater-related project documents and provide project coordination support.

Task 2.3 Construction Health Risk Assessment

Potential exposure to substantial concentrations of TACs could arise from the construction of the proposed project. Due to the location of sensitive receptors within 1,000 feet of the project site and an anticipated construction length of over a year, there is a potential for health risk impacts from construction activities.

CONTRACTOR shall prepare a refined HRA in accordance with the latest California Office of Environmental Health Hazard Assessment guidance to address this issue. The analysis will incorporate the estimated construction emissions and dispersion modeling using the USEPA AMS/EPA Regulatory Model (AERMOD) model with meteorological data from the closest meteorological monitoring station. AERMOD dispersion model outputs will be converted into specific cancer risks and non-cancer chronic health hazard impacts in accordance with the Office of Environmental Health Hazard Assessment guidance.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

The results of the HRA will be incorporated into the air quality IS-MND section.

Task 2.4 Peer Review of Applicant Prepared Technical Studies

CONTRACTOR's senior-level staff will peer review the following technical studies submitted by the applicant:

- Biological Resources
 - Val Verde Biological Assessment (Rana Creek Habitat Restoration, May 2024)
 - Due Diligence Biological Assessment Report (Monk & Associates, June 2024)
 - Tree Inventory, Assessment, and Protection Report (Monarch Consulting Arborists, April 2025)
- Cultural Resources
 - Cultural Resources Evaluation (Archaeological Resource Management, February 2025)
 - Cultural Resources Study (Historic Resource Associates, February 2025)
- Geology and Hazards
 - Geologic Hazards and Geotechnical Investigation (Quantum Geotechnical, Inc., April 2025)
 - Geotechnical Investigation (Quantum Geotechnical, Inc., November 2024)
 - Phase II Environmental Site Assessment (Stantec Consulting Services, Inc., May 2024)
- Stormwater and Flooding
 - Preliminary Stormwater Control Plan (Carlson, Barbee & Gibson, Inc., January 2025)
 - Floodplain Impacts Analysis (Schaaf & Wheeler, April 2025)
 - Hydromodification Study (Schaaf & Wheeler, April 2025)
- Sewer Service (Will-Serve Letter) (Carmel Area Wastewater District, March 2025)
- Vehicle Miles Travelled (VMT) Memorandum (Kittelsohn & Associates, June 2025)
- Noise and Vibration Assessment (Illingworth & Rodkin, Inc., April 2025)

CONTRACTOR's peer review will be limited to review for adequacy for compliance with CEQA and will not include an engineering-level technical review of design, modeling methods, or assumptions that are not considered environmental issues under CEQA.

CONTRACTOR assumes the appropriate County staff also will review the reports for compliance with County requirements and design requirements not related to CEQA. The peer review also will not include validation or verification of all data sources and information cited used to develop the reports. The scope of work assumes report preparers have conducted a thorough quality assurance/quality control review of the documents, all data sources are valid, and all information cited is accurate.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR shall produce a memorandum documenting the findings and recommendations for new or revised analysis, as needed. CONTRACTOR assumes that the PROJECT APPLICANT's consultants will revise their studies to address provided recommendations unless no substantive issues were identified.

CONTRACTOR shall, upon receipt of the revised studies, backcheck to determine if the comments were addressed. CONTRACTOR's cost estimate assumes the PROJECT APPLICANT's consultants will sufficiently address CONTRACTOR's comments and additional reviews of the applicant-prepared studies will not be required.

The following reports will be reviewed by CONTRACTOR as part of Task 2.2 and are excluded from this task.

Hydrology and Water Supply

- Eight-Hour Constant Rate Well Pumping, Aquifer Recovery Test, and Pumping Impact Assessment for Travers Replacement Well (Bierman Hydrogeologic, June 2016)
- Technical Memorandum: Val Verde Development – Water Demand & Supply Analysis (Bierman Hydrogeologic, November 2024)
- Adequate Water Supply System Assessment (Carmel 1 Inv, LLC, November 2024)

Task 2.4 Deliverables

- PDF version of the peer review memoranda.
- Verification that the PROJECT APPLICANT has addressed CONTRACTOR's comments will be transmitted via email.

TASK 3 – INITIAL STUDY

Task 3.1 – Project Description

CONTRACTOR shall coordinate with County staff regarding additional project details needed to complete the analysis, which will use and expand upon the project data and preliminary plans provided by the PROJECT APPLICANT. This will lay the groundwork for the substantive environmental analysis to follow.

- The project description will include project characteristics relevant to the analysis, existing uses on the project site, required discretionary approvals from lead and responsible agencies for the project.
- The project description also will discuss project design features that relate to potential environmental or land use issues, including those that would reduce the project's potential environmental impacts.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR shall prepare up to four graphics illustrating the project location, surrounding land uses, and key project components, based on mapping provided by the PROJECT APPLICANT.

CONTRACTOR shall provide up to two staff to conduct an initial site visit to confirm existing conditions.

CONTRACTOR shall provide the project description to the County for review and will be revised based on one round of consolidated County staff comments.

Task 3.1 Deliverable

Draft and final IS-MND project description in Microsoft Word.

Task 3.2 – Administrative Draft IS-MND

CONTRACTOR shall prepare an Administrative Draft IS-MND in conformance with the State CEQA Guidelines based upon the project description developed in Task 3.1. The Administrative Draft IS-MND will contain all required components and will address on-site and off-site impacts of the project. All CEQA thresholds will be evaluated, but the technical analysis will be focused on the following environmental topics.

- **Agricultural Resources.** According to the Department of Conservation Farmland Mapping and Monitoring Program, the site contains Prime Farmland. This section will evaluate the Project's potential impacts to agricultural resources, including a description of the existing and historical agricultural setting, uses and practices on the site and surrounding area, and a discussion of the potential for the project to convert Important Farmland to non-agricultural use. Mitigation measures will be identified to address potentially significant agricultural resource impacts.
- **Air Quality and GHG Emissions.** These sections of the IS-MND will summarize the air quality and GHG analysis prepared under Task 2.1.
- **Biological Resources.** The project site has been previously disturbed and contains residential and agricultural areas, bordered on the south by woodland habitat. The site is adjacent to undeveloped areas and project construction could impact special status wildlife species. This section of the IS-MND will assess the project's potential to impact biological resources based on the findings of the Val Verde Biological Assessment (Rana Creek Habitat Restoration, May 2024), Due Diligence Biological Assessment Report (Monk & Associates, June 2024), and Tree Inventory, Assessment, and Protection Report (Monarch Consulting Arborists, April 2025), which will be peer reviewed by CONTRACTOR under Task 2.4. This scope assumes the applicant-provided technical documents will be adequate to defensibly evaluate potential impacts to biological resources in accordance with CEQA. Should any additional efforts

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

be needed (e.g., additional records search, field survey), CONTRACTOR shall provide a scope and budget augmentation request to complete any such efforts.

- **Cultural Resources.** The cultural resources discussion in the IS-MND will assess the project's potential to impact historical built environment and archaeological resources based on the findings of the Cultural Resources Evaluation (Archaeological Resource Management, February 2025) and Cultural Resources Study (Historic Resource Associates, February 2025), which will be peer reviewed by CONTRACTOR under Task 2.4. This scope assumes the applicant-provided technical documents will be adequate to defensibly evaluate potential impacts to historical resources and unique archaeological resources in accordance CEQA, and that no additional cultural resources studies will be required to support the IS-MND.

This proposal does not include completion of additional research, a survey or subsurface archaeological testing/excavation. The IS-MND will incorporate mitigation required to minimize potential impacts to archaeological or historical resources, if necessary.

The tribal cultural resources analysis will summarize AB 52 consultation to be performed by the County.

- **Hazards and Hazardous Materials.** The hazards and hazardous materials section of the IS-MND will address potential risk of upset based on construction and operation of the proposed project. The analysis will include a review of the Phase II Environmental Site Assessment (Stantec Consulting Services, Inc., May 2024), a review of historical resources (aerial photographs and topographic maps) available online, and a review of regulatory records that are readily available from online databases such as, but not limited to, Monterey County Environmental Health Bureau, Department of Toxic Substances Control (EnviroStor website), and State Water Resources Control Board (GeoTracker website) concerning past contaminant spills and/or cleanup activities within the proposed project area and adjacent properties. Specific information regarding Cortese sites, landfills, hazardous material pipelines, per- and polyfluoroalkyl substances (PFAS), and California Geologic Energy Management Division oil well records will be included. The nearby presence of educational facilities and airports also will be researched for potential hazardous material impacts. Mitigation measures will be identified, if necessary, to reduce any potentially significant impacts to a less-than-significant level.
- **Hydrology and Water Quality.** The hydrology and water quality section of the IS-MND will evaluate the project's potential impacts related to drainage, erosion, flooding, and water quality, consistent with CEQA Guidelines Appendix G. The analysis will be based on the findings of the Preliminary Stormwater Control Plan prepared by Carlson, Barbee & Gibson, Inc. (January

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

2025), the Floodplain Impacts Analysis prepared by Schaaf & Wheeler (April 2025), and the Hydromodification Study also prepared by Schaaf & Wheeler (April 2025). These documents will be reviewed to determine whether the proposed project would alter existing drainage patterns in a manner that could result in substantial erosion, siltation, or flooding; create or contribute runoff that would exceed the capacity of existing or planned stormwater systems; or degrade surface water quality during construction or operation. This scope assumes the applicant-provided documents are sufficient to support a defensible CEQA analysis and no additional hydrologic or water quality studies will be required.

With respect to groundwater resources and water supply, the IS-MND will assess the Project's consistency with General Plan Policies PS-3.1 and PS-3.2, which require demonstration of a long-term, sustainable water supply in both quality and quantity. The analysis will rely on the Hydrogeological Report prepared by CONTRACTOR under Task 2.2, as well as other existing technical documents including the 8-Hour Constant Rate Well Pumping, Aquifer Recovery Test, and Pumping Impact Assessment for the Travers Replacement Well (Bierman Hydrogeologic, June 2016); the Technical Memorandum: Val Verde Development – Water Demand & Supply Analysis (Bierman Hydrogeologic, November 2024); and the Adequate Water Supply System Assessment (Carmel 1 Inv, LLC, November 2024). The IS-MND will evaluate whether the Project would substantially deplete groundwater supplies or interfere with groundwater recharge, result in a net deficit in aquifer volume or a lowering of the local groundwater table, or require new or expanded water entitlements beyond existing allocations. Mitigation measures will be identified, if necessary, to reduce any potentially significant impacts to a less-than-significant level.

- **Land Use and Planning.** This section of the IS-MND will consider consistency with the Monterey County Zoning Code (Title 21), 2010 Monterey County General Plan, and Carmel Valley Master Plan. The consistency analysis will discuss whether the Project is consistent as designed, as conditioned or mitigated, is inconsistent, or the policy does not apply to the Project.
- **Noise.** The Noise section of the IS-MND will assess potential short-term and long-term noise impacts of the Project based on findings of the Noise and Vibration Assessment (Illingworth & Rodkin, Inc., April 2025), which will be peer reviewed by CONTRACTOR under Task 2.4.

This scope assumes the applicant-provided technical documents will be adequate to defensibly evaluate potential noise and vibration impacts in accordance with CEQA, and that no additional noise modeling or analysis will be required to support the IS-MND. If necessary, appropriate mitigation measures will be identified, which may include sound barriers or other mitigation options to reduce noise levels to County standards.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- **Transportation.** CONTRACTOR shall provide a CEQA-compliant transportation impact analysis based on the VMT Memorandum (Kittelson & Associates, June 2025). In addition, the transportation discussion in the IS-MND will discuss relevant project information regarding emergency access and potential hazards due to design features of the project. This scope assumes the applicant-provided VMT Memorandum will be adequate to defensibly evaluate potential transportation impacts in accordance with CEQA.

For the remaining environmental topics included in the State CEQA Guidelines, the associated impact evaluations will describe potential environmental impacts based on information provided for recent projects in the Project site vicinity, other literature review, original research, and/or analysis. This scope of work presumes that environmental impact areas associated with other issue areas would not exceed applicable thresholds of significance, either with or without the application of standard conditions of approval or other existing regulatory requirements.

If additional issue areas are identified as requiring further analysis or if the level of effort required for the above key issues must increase to support a legally defensible analysis, a scope amendment may be required.

Task 3.2 Deliverable

Administrative Draft IS-MND in Microsoft Word.

Task 3.3 Screencheck Draft IS-MND

CONTRACTOR shall revise the Administrative Draft IS-MND based on the comments received from County staff and submit a “Screencheck” Draft IS-MND with revisions shown in track changes.

This task assumes that the County will provide one set of consolidated comments on the Administrative Draft IS-MND, and that any conflicting comments will be resolved prior to submittal to CONTRACTOR. Upon County staff approval of the edits (shown in track changes), CONTRACTOR shall prepare a clean PDF for publication.

CONTRACTOR assumes that the County will prepare required notices (including Notice of Completion and Notice of Intent) and file the appropriate notices with the State Clearinghouse and County Clerk.

Task 3.3 Deliverable

- Screencheck Draft IS-MND in Microsoft Word, with edits shown in track changes.
- Draft IS-MND in PDF format (remediated pursuant to Task 6, below).

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Task 3.4 Responses to Comments and Final IS-MND

CONTRACTOR shall prepare responses to public comments on the Draft IS-MND after the close of the public comment period. These responses will detail changes, clarifications, or additions to the Draft IS-MND that may be necessary considering the comments received.

CONTRACTOR assumes that any changes to the IS-MND will be minor and will not necessitate new or supplemental environmental analysis.

The previous Draft EIR, circulated in 2017, received 34 individual comment letters, including two from public agencies, six from organizations and businesses, 15 from the PROJECT APPLICANT (Brian Clark), and 11 from members of the public. Based on this precedent and excluding applicant-generated comments, CONTRACTOR anticipates receiving up to 20 comment letters for the Draft IS-MND. Of these, up to three may be lengthy and/or technically complex (e.g., submitted by a CEQA attorney or technical expert).

CONTRACTOR has allocated up to 80 professional staff hours to prepare responses, with the actual level of effort dependent on the volume, detail, and complexity of the comments received.

Task 3.4 Deliverables

- Responses to comments on the Draft IS-MND in Microsoft Word.
- Final IS-MND in Microsoft Word and/or PDF formats.

TASK 4 – PROJECT MANAGEMENT

This task includes management and coordination through the duration of the project, including coordination with the County and internal project team; project oversight; budget and schedule management; and project accounting.

This task includes attendance of the CONTRACTOR's Project Manager and/or Principal-in-Charge at up to two half-hour virtual check-in meetings with the County to discuss project status (in addition to the kickoff meeting).

Task 4 Deliverable

Monthly invoices and progress reports.

TASK 5 – HEARING ATTENDANCE

The CONTRACTOR's Project Manager and/or Principal-in-Charge will attend in-person Planning Commission and Board of Supervisors' hearings for the Project.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

This scope of work assumes that CONTRACTOR shall not prepare the hearing presentations or present at the hearings but will be available to answer CEQA-related questions.

TASK 6 – DOCUMENT ACCESSIBILITY REMEDIATION

CONTRACTOR shall provide the Public Draft IS-MND and Final IS-MND in PDF format, remediated for digital accessibility compliance pursuant to the Americans with Disabilities Act (ADA) Title II and Section 508 requirements. The PDFs will be remediated to meet digital accessibility standards in compliance with ADA Title II and Section 508. For cost estimation purposes, we assume compliance with WCAG 2.0 and PDF/UA standards, and that the document will not exceed 150 pages. If a higher level of remediation or inclusion of appendices is required, additional budget will be necessary.

Task 6 Deliverable

Draft and Final IS-MND in remediated PDF format.

ASSUMPTIONS

This scope of work incorporates the following assumptions:

- Applicant-provided materials, including project plans and applicant-prepared technical analyses, will be generally adequate for incorporation into the environmental analysis, such that no further analysis of these topics or field review of the Project site will need to be completed by CONTRACTOR. The base scope of work does not include formal peer review.
- The County will conduct government-to-government tribal noticing under AB 52, the results of which will be made available for use in preparation of the Tribal Cultural Resources section of the IS-MND.
- The County will provide one set of consolidated comments on the Administrative Draft IS-MND and any conflicting comments will be resolved prior to submittal to CONTRACTOR.
- The County will prepare required notices (including Notice of Completion and Notice of Intent) and file the appropriate notices with the State Clearinghouse and County Clerk.
- Up to 20 comment letters may be received on the Draft IS-MND. Of these, up to three may be lengthy and/or technically complex (e.g., submitted by a CEQA attorney or technical expert). CONTRACTOR has allocated up to 80 professional staff hours to prepare responses, with the actual level of effort dependent on the volume, detail, and complexity of the comments received.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- Only digital copies will be submitted. PDF deliverables will be formatted to comply with Section 508 accessibility requirements, specifically WCAG 2.0 and PDF/UA standards. The IS-MND will not exceed 150 pages. Appendices are excluded.

SCHEDULE

CONTRACTOR shall adhere to the following turnaround times for key deliverables. Depending upon the County review times, turnaround time for revisions to applicant-prepared technical studies (if needed), and other external variables, the Final IS-MND can be completed within 11 to 12 months according to the schedule below.

- Kickoff Meeting: 1 week (following notice to proceed)
- Project Description: 3 weeks
- Technical Studies: 12 weeks (draft); 4 weeks (revised)
- Peer Review: 6 weeks (concurrent with Technical Studies)
- Administrative Draft IS-MND: 3 weeks¹
- Screencheck Draft IS-MND: 3 weeks
- Public Draft IS-MND (accessible PDF): 2 weeks
- Public Review: 30 days
- Responses to Comments: 4 weeks
- Final IS-MND (accessible PDF): 2 weeks

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$171,663.95** for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. The not to exceed amount includes a 15% project contingency of \$22,390.95. CONTRACTOR's compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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¹ Following completion of CONTRACTOR-prepared technical studies and receipt of revised applicant-prepared technical studies that sufficiently address CONTRACTOR's peer review comments.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**COST SUMMARY**

Task	Estimated Cost
Task 1 Kickoff Meeting	\$766
Task 2 Technical Studies	\$77,198
Task 2.1 Air Quality and GHG Emissions Analysis	\$10,080
Task 2.2 Hydrogeological Report	\$35,508
Task 2.3 Construction Health Risk Assessment	\$11,115
Task 2.4 Peer Review of Applicant Prepared Technical Studies	\$20,495
Task 3 Initial Study	\$54,656
Task 3.1 Project Description	\$3,366
Task 3.2 Administrative Draft IS-MND	\$27,878
Task 3.3 Screencheck Draft IS-MND	\$6,212
Task 3.4 Responses to Comments and Final IS-MND	\$17,200
Task 4 Project Management	\$4,161
Task 5 Hearing Attendance (2)	\$10,380
Task 6 Document Accessibility Remediation (Draft and Final IS-MND)	\$2,112
Total	\$149,273

There shall be no travel reimbursement allowed during this Agreement.

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

B.2 CONTRACTOR’S BILLING PROCEDURES

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, and/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey
Housing and Community Development – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
194-HCD-Finance@countyofmonterey.gov

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at **(831) 755-4800** or via email to 194-HCD-Finance@countyofmonterey.gov:

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

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

The County 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.

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

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

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

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