

**FUNDING AGREEMENT  
FOR THE  
CARMEL RIO ROAD SUBDIVISION PROJECT  
ENVIRONMENTAL IMPACT REPORT**

**THIS FUNDING AGREEMENT**, hereinafter, “**AGREEMENT**”, is made and entered by and between the County of Monterey, a political subdivision of the State of California, hereinafter, “**County**”, and Carmel Rio Road, LLC, hereinafter, “**PROJECT APPLICANT**”, with reference to the following facts and circumstances:

**RECITALS**

A. **PROJECT APPLICANT** has applied to **County** for approval of a Zoning Ordinance Amendment of Section 21.14.050 by adding a clarification that allows an exception to exceed four (4) units/acre on a lot to achieve affordable housing pursuant to Policy CV 1.10 in the Carmel Valley Master Plan, a Combined Development Permit consisting of a standard subdivision of a 7.92 acre property to allow the development of thirty-one (31) units including twenty-four (24) single family lots and one (1) parcel with seven (7) inclusionary units, and an Administrative Permit and Design Approval for development in the “**S**” (Site Control) and “**D**” (Design Control) zoning districts. The property is located at 26500 Val Verde Drive in Carmel (Assessor’s Parcel Numbers 015-021-020-000, 015-021-021-000 and 015-021-015-000) in the Carmel Valley Master Plan area, and is known as the Carmel Rio Road Subdivision, referred to herein as “**PROJECT**”. Additional work has been identified to process the **PROJECT** application.

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

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

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

E. The subject matter of this AGREEMENT is the PROJECT APPLICANT's funding of the CONTRACTOR's services on the PROJECT.

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

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

1. Deposits to Fund PSA. PROJECT APPLICANT shall deposit an amount equal to the CONTRACTOR's Base Budget. This amount totals \$158,386.00 as follows:

CONTRACTOR'S Base Budget: \$158,386.00

- a. PROJECT APPLICANT shall make a first deposit in the amount equal to \$52,796.00 of the maximum charge under the AGREEMENT to fund the CONTRACTOR's Base Budget. This first deposit shall be made with County Planning upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for May 19, 2015.

PROJECT APPLICANT's first deposit of \$52,796.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

- b. PROJECT APPLICANT shall make a second deposit in the amount equal to \$52,795.00 of the maximum charge under the AGREEMENT to fund the CONTRACTOR's Base Budget. This second deposit shall be made with County Planning by no later than July 19, 2015.

PROJECT APPLICANT's second deposit of \$52,795.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

- c. PROJECT APPLICANT shall make a third deposit in the amount equal to \$52,795.00 of the maximum charge under the AGREEMENT to fund the CONTRACTOR's Base Budget. This third deposit shall be made with County Planning by no later than September 19, 2015.

PROJECT APPLICANT's third deposit of \$52,795.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Fifteen Percent (15%) Project Contingency. An additional fifteen percent to CONTRACTOR's Base Budget shall be included in the PSA between County and CONTRACTOR to cover contingencies. This 15% Project Contingency totals \$23,757.90, and is subject to the procedures in *Section 3, Transfer from Project Contingency Account*, specified in "Exhibit A", *Scope of Services/Payment Provisions, for the Carmel Rio Road Subdivision Project EIR*, of the PSA.

3. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$182,143.90.

CONTRACTOR's Base Budget:	\$ 158,386.00
Project Contingency:	\$ 23,757.90

<u>Maximum Charge Under AGREEMENT:</u>	<u>\$ 182,143.90</u>
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4. Within thirty (30) days after the end of each quarter, County shall provide quarterly progress reports to the PROJECT APPLICANT showing CONTRACTOR's charges from the prior quarter associated with completion of task(s) as specified in "Exhibit A" of the PSA (Scope of Services/Payment Provisions for the PROJECT). Any Base Budget funds remaining at completion of CONTRACTOR's services shall be returned to the PROJECT APPLICANT.

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

6. Payments to CONTRACTOR and County.

a. CONTRACTOR

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$158,386.00.

Should this AGREEMENT be terminated prior to May 19, 2017, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

b. Project Contingency

An additional fifteen percent (15%) of CONTRACTOR's Base Budget, in an amount not to exceed \$23,757.90, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both County and PROJECT APPLICANT, pursuant to Section 3, Transfer from Project Contingency Account, of "Exhibit A" of the PSA. Within five (5) working days of receipt of a request from County, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the County for the amount requested.

PROJECT APPLICANT's approval shall not be unreasonably withheld.

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

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

8. Term. AGREEMENT shall become effective May 19, 2015 and continue through May 19, 2017, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on May 19, 2017, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by CONTRACTOR through effective date of termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

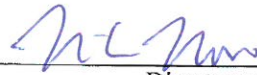
TO COUNTY: Mike Novo, AICP, Director of Planning  
County of Monterey,  
Resource Management Agency - Planning  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

TO PROJECT APPLICANT: Brian Clark  
Carmel Rio Road, LLC  
430 Ortiz Avenue #B  
Sand City, CA 93955

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

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

THE COUNTY OF MONTEREY

By:   
Director of Planning

Date: 5/26/15

CARMEL RIO ROAD, LLC\*

By:   
(Signature of Member)

Its: Brian Clark, LLC Member  
(Print Name and Title)


Date: 4/24/15

By: \_\_\_\_\_  
(Signature of Member)

Its: \_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

Approved as to Form and Legality  
Office of the County Counsel

By:   
Deputy County Counsel

Date: 5/3/15

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

# **EXHIBIT 1**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RINCON CONSULTANTS, INC.  
AND THE COUNTY OF MONTEREY  
TO PROVIDE  
AN ENVIRONMENTAL IMPACT REPORT  
FOR THE  
CARMEL RIO ROAD SUBDIVISION**



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

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:  
Rincon Consultants, Inc.  
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

**Provide** an Environmental Impact Report for the Carmel Rio Road Subdivision

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 182,143.90.

3. **TERM OF AGREEMENT.** The term of this Agreement is from May 19, 2015 to May 19, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A** Scope of Services/Payment Provisions

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

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

\*Approved by County Board of Supervisors on \_\_\_\_\_.

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

## 6. PAYMENT CONDITIONS.

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

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

## 7. TERMINATION.

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

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

## 8. INDEMNIFICATION.

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

8.02 Indemnification for Design Professional Services Claims:

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss:

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

9.0 INSURANCE.

9.01 Evidence of Coverage:

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

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

9.02 Qualifying Insurers:

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

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

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

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

Modification (Justification attached; subject to approval).

#### 9.04 Other Insurance Requirements.

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

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

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

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

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

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

## 10. RECORDS AND CONFIDENTIALITY.

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

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

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

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst II	Stephen Svete, AICP, Vice President
Name and Title	Name and Title
County of Monterey, Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901	Rincon Consultants, Inc. 180 North Ashwood Avenue Ventura, CA 93003
Address	Address
(831) 755-8966	(805) 644-4455
Phone	Phone

15. **MISCELLANEOUS PROVISIONS.**

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

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

This space is left blank, intentionally.



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

COUNTY OF MONTEREY

CONTRACTOR

By: \_\_\_\_\_  
Purchasing Officer

Date: \_\_\_\_\_

By: ML Muro  
Department Head (if applicable)

Date: 5/26/15

By: \_\_\_\_\_  
Board of Supervisors (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By: [Signature]  
County Counsel

Date: 5/31/15

Approved as to Fiscal Provisions<sup>2</sup>

By: [Signature]  
Auditor/Controller

Date: 4-30-15

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

Rincon Consultants, Inc.

Contractor's Business Name\*

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

STEP HON SVETE, VICE  
Name and Title PRESIDENT

Date: 4-27-2015

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

Duane Vander Pluym, CFO  
Name and Title

Date: 4/27/2015

County Board of Supervisors' Agreement Number: \_\_\_\_\_

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

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

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

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

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Carmel Rio Road Subdivision Environmental Impact Report (EIR)

In 2009, the Project Applicant submitted an application for a Combined Development Permit (CDP) (GPZ090004) that consisted of a Standard Subdivision for a forty-two (42) unit Project including thirty-one (31) Market Rate lots and one (1) Inclusionary Housing lot containing eleven (11) Inclusionary units (two (2) very low, five (5) low and four (4) moderate) on a 7.92 acre site at 26500 Val Verde Drive in Carmel Valley. The Project Applicant submitted their own Environmental Impact Report (EIR). County of Monterey (County) staff found that the environmental document lacked critical components to be considered adequate under the California Environmental Quality Act (CEQA), and the application was denied by the Planning Commission in 2012. Later that year, the Board of Supervisors (BOS) denied the appeal of the Planning Commission denial. Since the Project was ultimately denied, no environmental document was prepared by the County.

#### Scope of Work

1. **Application Review/Project Scoping.** Under the direction of the County, Rincon Consultants, Inc. (Rincon) will review and become familiar with planning and environmental documentation, maps and other aspects of the Project, including, but not limited to, application materials submitted by the Project Applicant, and the applicable County policies, procedures, and ordinances. Rincon is aware of the basic provisions of the Settlement and Release Agreement between the Project Applicant and the County, including the following from Subsection 10.1:

*'The EIR consultant will be retained by the County to (a) review all existing technical documents listed in Exhibit C ("Previously Submitted Documents"), where feasible, and (b) procure such data and information as the consultant deems necessary ("New Documents") to expeditiously and competently prepare the necessary EIR for the Board's consideration within the Contract Processing Timeline. New documents required by the EIR consultant for the Amended Project shall not include any architectural design plans such as design elements and elevation of individual units.'*

The "Previously Submitted Documents" listed in Exhibit C of the Settlement and Release Agreement are:

- Biological Assessment and Updated Biological Assessment by Rana Creek
- Bierman Hydrologic:
  - Hydrogeological Report
  - 72-Hour Constant Rate Well Pumping, and Aquifer Recovery Test and Pumping Impact Assessment for Dyer Well by Bierman Hydrogeologic
  - Two (2), 8-Hour Constant Rate Well Pumping and Aquifer Recovery Tests with Pumping Impact Assessment for Travers & Gamboa Wells
- Archeological Report by Archaeological Consulting
- Historic Preservation Museum Interpretation by Kent L. Seavey
- Topographic Survey by Rasmussen Land Surveying
- Bestor Engineers Plans (site, utility, grading & erosion control, aerial)
- Geotechnical Engineering Report and Liquefaction Study by Buena Geotechnical Services, LLC

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- *Will Serve Letter by Carmel Area Waste Water District*
- *Mapping and Soil Pesticide Testing by Earth Systems*
- *Siting, Design & Lighting by Ellsworth Associates Architect and or Jerrold Lomax, AIA*
- *Carmel Rio Road LLC Conceptual Site Plan by Design ARC Architecture & Interiors*
- *Val Verde Mutual Water company WWD Engineering:*
  - Exhibit A - Biernan Hydrogeologic Report*
  - Exhibit B - Engineer's Technical Report*
  - Exhibit C - Project Costs and Financial Capacity Study*
  - Exhibit D - Grant Deeds (Proof of Ownership)*
  - Exhibit E - Utility Site Plan - Val Verde Subdivision*
  - Exhibit F - Confirmed Water Rights*
  - Exhibit G - Organizational Chart*
  - Exhibit H - Description of Responsibilities*
  - Exhibit I - Licensing and Training*
  - Map -Val Verde Mutual Water Facilities Plan*
- *Preliminary Water Use Calculations by Anita Kane, Landscape Architect*
- *Val Verde Residential Development Traffic Study by Hexagon Traffic Consultants*
- *Subdivider's Statement with Enclosures:*
  - *Sub-dividers Statement*
  - *Project Consultants List*
  - *Statutory Local & State Wide Disclosures*
  - *Ownership Info*
  - *Legal Descriptions*
  - *Plat Map*
  - *Aerial Map*
- *CEQA Compliance Forms by Consultants covering:*
  - *Aesthetics*
  - *Agriculture Recourses*
  - *Air Quality*
  - *Biological Resources*
  - *Cultural Resources*
  - *Geology/Soils*
  - *Hazards & Hazardous Materials*
  - *Hydrology/Water Quality*
  - *Land Use/Planning*
  - *Mineral Resources*
  - *Noise*
  - *Population/Housing*
  - *Public Services*
  - *Recreation*
  - *Transportation/Traffic*
  - *Utilities/Service Systems*
  - *Mandatory Findings of Significance*
- *Monterey Peninsula Water Management District (MPWMD) related information:*
  - *Horan Legal Letter (Silkwood) to MPWMD (Ms. Stem), dated 3/10/06 re: Water Rights and Historical Amounts*
  - *DeLay & Laredo MPWMD legal counsel letter, dated 8/15/06 re: Historical Water Use Baseline for Alluvial Wells'*

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

- *Clark letter to Ms. Stern, MPWMD, dated 2/19/11 re: Incomplete Water Distribution Application*
- *Recorded instruments:*
  - *Ownership deeds*
  - *Val Verde Easements*
- *Consistency Analysis of Val Verde Drive Sub-division with Draft 2007 Carmel Valley Master Plan File# GPZ090004 - March 2010*
- *Other:*
  - *Ten (10) CD's delivered to County Resource Management Agency (RMA) - Planning (Mr. Mike Novo) 4th quarter of 2013 contents of which are Carmel Rio Road consultant work products*
  - *Draft Environmental Impact by Carmel Rio Road (Volumes 1, 2 & 3)*

Rincon will be prepared to attend up to two (2) meetings with County staff to receive Project materials and discuss Project needs. Rincon will work with County staff to define the specific work program, confirm staff expectations, and define the level of detail required and the Project schedule.

2. **Notice of Preparation (NOP)/Scoping Meeting.** Rincon will be responsible for the preparation of the NOP in accordance with the requirements of CEQA Guidelines §15082. Rincon will provide an Administrative Draft copy of the NOP to the County for review and comment. Rincon will be responsible for incorporating County comments and finalizing the NOP. County staff will be responsible for distributing the NOP, receiving comments, and transmitting comments received to Rincon. During the course of the NOP comment period, Rincon will be responsible for conducting a Community Scoping Meeting.
3. **Field Trips.** Rincon will conduct field trips to the Project site to prepare an adequate site and/or environmental analysis in consultation with County RMA-Planning staff.
4. **Meetings/Conference Calls/Public Hearings**

County/Rincon Meeting Schedule

Bi-Weekly Conference Calls	One (1) hour every two (2) weeks
Community Scoping Meeting	Four (4) hours (location to be determined)
Review Administrative Draft EIR (ADEIR) Comments	Four (4) hours (at County office)
Administrative Final EIR (AFEIR) Comments	Four (4) hours (at County office)
Public Hearings – Planning Commission & BOS	Three (3) hours each for four (4) total meetings (twelve (12) hours total)

5. **Technical Report Peer Reviews.** Rincon will be responsible for conducting peer reviews of technical reports and supporting documentation submitted by the Project Applicant, as outlined in the Request for Proposals (RFP) for this Project. Rincon will provide peer review services of the technical reports, as applicable, that have been submitted to date including those previously submitted documents listed above, as appropriate.

Rincon’s Scope of Work will clearly identify technical reports that will be peer-reviewed and which reports require updates to be applicable to the current Scope of Work, a detailed

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

description of peer review and additional services, including any potential sub-consultants that will be retained for each technical report.

6. **Technical Reports.** Rincon is in receipt of a number of technical reports transmitted by the County. Rincon's approach to the use of these will be to provide expert peer review and to incorporate accurate and useful data as needed. As such, these original reports will be referenced in the EIR document when they are sufficient for use. Rincon will conduct original research as necessary in a number of issue areas, including a new technical report for groundwater. The full scope of the original research is described below in Attachment A of this Exhibit A, Section B, *Technical Approach to EIR Topical Issue Areas*.

Groundwater. After review of pertinent groundwater-related technical reports and material, **Todd Groundwater** will prepare a brief Groundwater Supply Technical Report summarizing independent reviews of relevant reports. The technical report will include a summary of groundwater conditions and identify data gaps and potential unknowns related to the long-term supply sufficiency of the proposed Project. Todd Groundwater will rely on available information and analyses and will alert Rincon and the County if any significant data gaps or issues are identified. Rincon understands that water will be supplied by the on-site wells. The focus of the Technical Report will be the long-term sustainability of groundwater supply for the Project. Accordingly, the report will address proposed Project water demands relative to historical water demands. Establishment of a meaningful baseline is implicit, and Rincon anticipates working with the EIR team and MPWMD in setting a baseline. The standard for review will be consistency with General Plan Policies PS3-1 and PS-3.2; accordingly, the Technical Report will explicitly address proof of water supply. The Technical Report will also address potential impacts of the Project on groundwater and related surface water resources. The proposed supply wells will provide groundwater from the Carmel River alluvium (effectively tapping subterranean flows of an overdrafted system) with potential impacts on river flows. These impacts will be addressed and if warranted, monitoring and mitigation may be suggested. The Groundwater Supply Technical Report will be an appendix to the EIR and will contain information suitable for inclusion in the EIR.

- 6.1 **Prepare Administrative Draft Groundwater Supply Technical Report.** Todd Groundwater will prepare an administrative draft version of the Groundwater Supply Technical Report. The report will be submitted to Rincon for review. The text of the report will be concise and focused on relevant data. Graphics may be limited to a study area map. For purposes of costing, Todd Groundwater assumes submittal of an electronic version of the report.
- 6.2 **Prepare Public Draft Groundwater Supply Technical Report.** Todd Groundwater will address comments on the administrative draft and subsequently submit a draft report in electronic format to Rincon.
- 6.3 **Prepare Final Groundwater Supply Technical Report.** Todd Groundwater will address comments on the Public draft and deliver a final report to Rincon. The final report will be submitted electronically. Rincon's cost estimate assumes minimal comments on the Public draft report.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

7. **Required Documents.** Rincon will prepare a legally-sound EIR as required by State law. Rincon will deliver the documents to RMA-Planning in printed and electronic form as specified below. Rincon will submit all products in electronic form (PDF and/or Microsoft Word on a CD or flash drive). RMA-Planning staff will distribute the copies.

7.1 **Administrative Draft Project Description/Draft Project Description.** The Project Description will be submitted within one (1) week of the kick-off meeting and receipt of all relevant descriptive information regarding the Project.

7.2 **Prepare ADEIR.** Rincon will prepare an ADEIR for County staff review, in accordance with the *State CEQA Guidelines*, which set the standards for adequacy of an EIR. The ADEIR will focus on those environmental factors for which potentially significant impacts may result. Based on the overall Project impacts, a series of mitigation measures will be developed and/or modified from the previous Draft EIR (DEIR). This task includes the following:

Executive Summary. The EIR will contain a summary of the proposed Project and associated environmental consequences. This information will be presented in tabular format to simplify review by decision-makers and the general Public. This section will:

- *Summarize the Project Description and list the alternatives studied in the EIR*
- *Identify each potential environmental impact*
- *Identify the level of significance of each impact*
- *List the mitigation measures required for each potentially significant impact*
- *Identify residual impacts after mitigation*

The summary will note areas of known controversy and will identify the environmentally superior alternative and the rationale for its selection as such.

Introduction and Environmental Setting. The EIR will provide introductory sections (required by CEQA) that lay the groundwork for and summarize the substantive analysis to follow. The introduction will describe the purpose and legal authority of the study, and provide a discussion of lead, responsible, and trustee agencies. The environmental setting will provide a general description of the existing geographic character of the general region, the site and immediate surroundings, as well as describing planned and pending development in the area.

Environmental Impact Analysis. Each environmental issue addressed in the EIR will have four (4) main subsections:

- *Setting*
- *Impact analysis*
- *Mitigation measures*
- *Level of significance after mitigation*

The setting will be based on existing data sources, including available technical studies, the General Plan, and other recent EIRs with relevant data. Where possible and warranted, impacts will be quantified. If existing data does not allow definitive

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

quantification, reasonable assumptions will be used to qualitatively forecast potential impacts. Cumulative impacts will be discussed within this analysis, but at a lesser level of detail than the analysis of Project-specific impacts. All mitigation measures will be presented in wording that can be directly applied to conditions of approval and will include monitoring requirements.

### Alternatives.

A range of alternatives not to exceed four (4) will be analyzed that could feasibly attain most of the basic objectives of the Project but would avoid or substantially lessen any of the significant effects of the Project pursuant to CEQA *Guidelines* Section 15126.6. At a minimum, the EIR will include the following alternatives:

1. A Rincon/County staff modified design alternative (thirty-one (31) units on seven (7) lots). This alternative will include on-site recreational facilities.
2. Two (2) reduced-density design alternatives for the purpose of reducing one (1) or more of the cumulative impacts:
  - a. No Zoning Code Amendment. Without the Zoning Ordinance Amendment, the Project Applicant would be allowed a maximum of twenty-eight (28) units on the site: seven (7) lots with a minimum one (1) acre and a maximum of four (4) units per lot.
  - b. Base Zoning. The underlying density (without applying CV-1.10) is one (1) dwelling unit per acre (seven (7) units), which requires 1.75 affordable units to meet inclusionary requirements (pursuant to General Plan Policy LU 2.13).
  - c. Density Bonus. Applying a density bonus to the underlying density would allow nine (9) units.
3. One (1) of the above alternatives may include or be replaced by a Project similar to the proposed Project but with a different water supply source than the proposed Project.
4. A "No Project" alternative (no subdivision, three (3) existing legal lots, two (2) new homes).

A discussion of the feasibility of an alternative site in Carmel Valley will be included.

Other alternatives may be presented by County staff or Rincon, in consultation with the Project Applicant to determine feasibility.

### Other CEQA-Required Sections

The EIR will include other sections required by the CEQA *Guidelines*, including growth-inducing impacts and irreversible effects.

Rincon will deliver eight (8) printed copies and one (1) electronic copy of the ADEIR to the County.

- 7.3 **Prepare DEIR.** Rincon will revise the ADEIR based on comments provided by the County. Rincon will be responsible for preparing a Screencheck DEIR for review and approval prior to Public circulation. The County will provide final written comments, if necessary, on the Screencheck DEIR. Rincon will incorporate all final comments and

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

prepare the Public-review DEIR for distribution. Rincon will prepare all associated notices as part of this task, including the Notice of Completion (NOC) and Notice of Availability (NOA). The County will be responsible for distribution of the EIR.

Rincon will provide twenty-five (25) printed, bound copies, one (1) unbound print-ready copy, and one (1) electronic copy on a CD or flash drive (PDF and Microsoft Word format) to the County. Additionally, one (1) electronic copy on a CD (Microsoft Word format) of the NOC and the NOA will be provided. In addition, a DVD disk of the DEIR in HTML web-ready format for posting on the County website will be provided. Operational links, electronic copies, or hard copies, to/of all documents and reports used in preparing the DEIR will be included.

- 7.4 **AFEIR.** Upon conclusion of the Public review period, Rincon will prepare an AFEIR that addresses Public comments received on the DEIR. All Public comments will be codified and responses will be provided in accordance with the requirements of CEQA. The AFEIR will consist of revisions to the EIR text, as necessary; a list of individuals and agencies commenting on the DEIR; copies of letters received on the DEIR; and written responses to comments received during the Public review period. The Final EIR (FEIR) will be prepared in accordance with the requirements of CEQA Guidelines §15132 and applicable County requirements. The County will review and comment on the AFEIR.

Rincon will provide eight (8) printed copies and one (1) electronic copy on a CD (Microsoft Word format) to the County.

- 7.5 **FEIR & Mitigation Monitoring and Reporting Program (MMRP).** Based on comments received on the AFEIR, Rincon will revise the FEIR and incorporate revisions, as appropriate. Subsequently, Rincon will provide the County with a Screencheck FEIR for final review. Based on any comments received on the Screencheck FEIR, Rincon will finalize the FEIR for production. The County will provide all commenting agencies and decision-makers with copies of the FEIR at least ten (10) days prior to any Public hearing certifying the EIR. This document, together with the DEIR, will constitute the FEIR. As part of this task, Rincon will also prepare a MMRP. The MMRP will identify responsibility, timing, funding, and reporting of mitigation measures identified in the EIR. The MMRP will be prepared in accordance with the County's format. Rincon will also be responsible for preparing the Notice of Determination (NOD) as part of this task.

Rincon will provide twenty-five (25) printed, bound copies, one (1) unbound print-ready copy, and one (1) electronic copy on a CD or flash drive (PDF and Microsoft Word format) of the FEIR, including the MMRP, to the County. Additionally, one (1) electronic copy on a CD (Microsoft Word format) of the NOD will be provided. In addition, a DVD disk of the FEIR in HTML web-ready format for posting on the County website will be provided. Operational links, electronic copies, or hard copies, to/of all documents and reports used in preparing the FEIR will be included.



## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

- 7.6 **CEQA Findings (OPTIONAL TASK).** Rincon is available to prepare the CEQA findings for the Project. CEQA Guidelines §15091 requires that no Public agency approve or carry out a Project, for which an EIR has been completed and identifies one (1) or more significant effects, unless the Public agency prepares findings for each significant effect. The findings would include information related to whether those significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. CEQA Guidelines §15093 requires that when an agency approves a project that will have a significant adverse environmental effect that is unavoidable, the agency must make a Statement of Overriding Considerations. If a significant and unavoidable impact is identified in the EIR, Rincon will prepare a Statement of Overriding Considerations. Rincon will provide an administrative draft of the CEQA findings to the County for review and comment.

OPTIONAL TASK (above) shall not be provided unless authorized in writing by the County's Project Planner and the Project Applicant prior to optional services being provided.

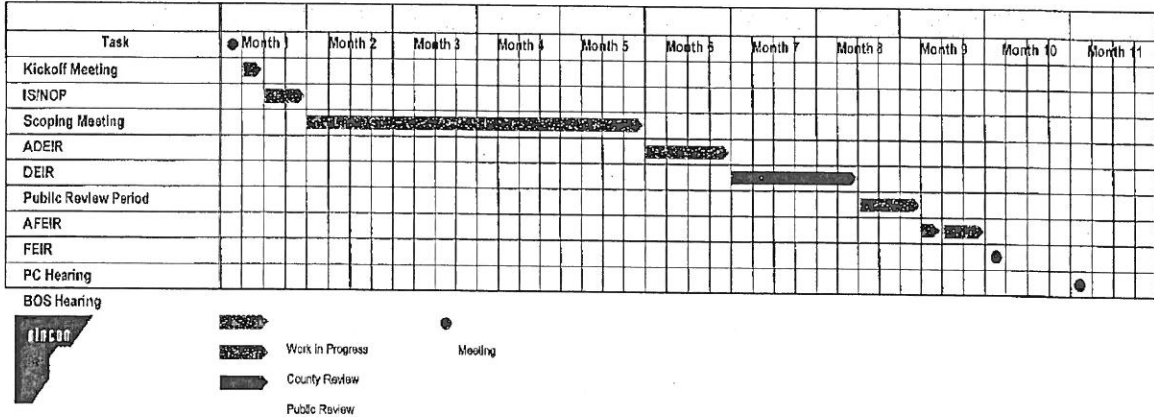
If optional task is provided, Rincon will provide one (1) electronic copy on a CD (Microsoft Word format) of the CEQA findings to the County.

8. **Public Hearings.** Rincon's Project Manager will attend three (3) Public hearings, or twelve (12) hours of formal meeting time, to assist in the decision-maker deliberation process. Additional hearings can be added on a time and materials basis.
9. **Project Management.** Rincon will provide Project management at several professional levels to ensure that analysis, communications between client and consultant team members, and incidental professional activity related to the completion of the CEQA process is ensured. Level of effort for this task is illustrated in the Cost Estimate.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Project Schedule

County of Monterey  
 Carmel Rio Road Subdivision EIR  
 Proposed Schedule



### Cost Proposal

Rincon will prepare the EIR for the Carmel Rio Road Subdivision Project, in accordance with the proposed Scope of Work, for an estimated cost of \$158,386, inclusive of the Optional Task. The Project will be billed on a time and materials basis, not to be exceeded without written authorization from the County for usage of Contingency funds for any overage in costs for a defined task or by amendment for new tasks not currently defined. A detailed cost breakdown is provided below.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**Carmel Rio Road Subdivision EIR  
County of Monterey**

Cost Estimate	Cost	Hours	Rincon Consultants				
			Principal	PM/ Sen. Supervisor	Environmental Scientist III	Graphics	Admin
1. Application Review/Project Scoping	\$3,550	26	\$160/hour	\$150/hour	\$105/hour	\$70/hour	\$55/hour
2. Notice of Preparation/Scoping Meeting	\$2,160	20	2	18	4		2
3. Field Trips	\$4,780	40	2	12	24	6	0
4. Meetings/Conference Calls	\$6,380	48	8	20	20	2	
5. Technical Report Peer Reviews	\$8,700	68	10	24	32		
6. Technical Reports (groundwater, traffic: see Add'l Costs)							
7. Required Documents							
7.1 Administrative Draft Project Description							
7.2 Prepare Administrative Draft EIR (ADEIR)							
Executive Summary	\$930	8		2	6		
Introduction/Environmental Setting	\$570	5		1	4		
Environmental Impact Analysis							
Aesthetics/Visual Resources (Rincon labor only)	\$2,230	20	6	4		8	2
Air Quality	\$2,750	26		2	22	2	
Biological Resources	\$3,400	33	1	2	24	6	
Climate Change	\$3,510	30		8	22		
Cultural Resources	\$1,860	17	1	2	12	2	
Geology and Soils	\$3,200	28	4	4	16	4	
Hydrology and Water Quality (Rincon labor only)	\$1,500	12	2	6		4	
Land Use and Planning	\$3,640	24	4	20			
Noise	\$4,240	40		4	32	4	
Population and Housing	\$2,280	20		4	16		
Public Services	\$2,700	26		4	16	6	
Recreation	\$1,690	17		1	12	4	
Traffic and Circulation (Rincon labor only)	\$1,320	12		6		6	
Utilities and Service Systems	\$3,280	29	1	4	24		
Effects found Less than Significant	\$1,140	10		2	8		
Alternatives (4)	\$6,700	62	2	8	44	8	
Other CEQA-Required Sections	\$850	9		1	4	4	
7.3 Prepare Draft EIR (DEIR)	\$1,680	22		2	4	4	12
Noticing: NOC, NOA	\$570	5		1	4		
Draft Responses to Comments (Estimate)	\$6,920	60	4	12	40	4	
7.4 Administrative Final EIR	\$1,520	16		4	4	4	4
7.5 Final EIR & Mitigation Monitoring and Reporting Program	\$2,900	29	1	6	12	2	8
7.6 OPTIONAL TASK: CEQA Findings and Statement of O.C.	\$4,000	26	10	16			
8. Public Hearings	\$2,120	14	2	12			
9. Project Management	\$7,700	58	12	30	8		8
<b>Subtotal Labor</b>	<b>\$100,750</b>	<b>860</b>	<b>72</b>	<b>248</b>	<b>422</b>	<b>82</b>	<b>36</b>
<b>Additional Costs</b>							
Pinnacle Traffic Engineering (Traffic Peer Review)	\$5,675						
Balance Hydrologics (Hydrology)	\$20,182						
Todd Groundwater (Groundwater Report)	\$18,960						
Printing:							
ADEIR (8 hard copies, 1 CD)	\$295						
DEIR (26 hard copies, 1 CD)	\$925						
AFEIR (8 hard copies, 1 CD)	\$295						
FEIR (26 hard copies, 1 CD)	\$925						
Supplies and Miscellaneous Expenses	\$3,861						
General & Administrative	\$7,518						
<b>Subtotal Additional Costs:</b>	<b>\$57,836</b>						
<b>TOTAL LABOR + ADDITIONAL COSTS including Optional Task 7.6</b>	<b>\$158,386</b>						

The proposed Scope of Work and associated costs are fully negotiable to meet the needs of the County. Additional work, not included within Rincon's proposed work program, will be completed only upon written County authorization and amended into the Agreement in accordance with Rincon's standard fee schedule (as approved in Request for Qualifications

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

(RFQ) #10403, Environmental Consultant Services). The County gives Rincon the express permission to use and modify any image, map, or other graphic provided by the Project Applicant or Project Applicant's subcontractors or subconsultants for use in developing graphics for the EIR.

Optional Task described in Exhibit A - Scope of Services/Payment Provisions of this Agreement shall not be provided unless authorized in writing by the County's Project Planner and the Project Applicant prior to Optional Task being provided.

**EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS**

**PAYMENT PROVISIONS**

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

**1. Invoice Coversheet**

**Rincon Consultants, Inc.**  
**Carmel Rio Road Subdivision Project Environmental Impact Report**

Date: \_\_\_\_\_ Invoice No. \_\_\_\_\_

Agreement Term: May 19, 2015 through May 19, 2017

Agreement Amount: \$ 182,143.90 (\$158,386.00 base budget plus \$23,757.90 project contingency)

This Invoice:	1.	\$3,550.00	Application Review/Project Scoping	_____
	2.	\$2,160.00	Notice of Preparation/Scoping Meeting	_____
	3.	\$4,780.00	Field Trips	_____
	4.	\$6,380.00	Meetings/Conference Calls/Public Hearings	_____
	5.	\$8,700.00	Technical Report Peer Reviews	_____
	6.	\$0.00	Technical Reports (Groundwater, Traffic; see Additional Costs)	_____
	7.	\$0.00	Required Documents	_____
	7.1.	\$0.00	Administrative Draft Project Description	_____
	7.2	\$0.00	Prepare Administrative Draft EIR (ADEIR)	_____
		\$930.00	Executive Summary	_____
		\$570.00	Introduction/Environmental Setting	_____
		\$0.00	Environmental Impact Analysis	_____
		\$2,230.00	-Aesthetics/Visual Resources (Rincon labor only)	_____
		\$2,750.00	-Air Quality	_____
		\$3,400.00	-Biological Resources	_____
		\$3,510.00	-Climate Change	_____
		\$1,860.00	-Cultural Resources	_____
		\$3,200.00	-Geology and Soils	_____
		\$1,500.00	-Hydrology and Water Quality (Rincon labor only)	_____
		\$3,640.00	-Land Use and Planning	_____
		\$4,240.00	-Noise	_____
		\$2,280.00	-Population and Housing	_____
		\$2,700.00	-Public Services	_____
		\$1,690.00	-Recreation	_____
		\$1,320.00	-Traffic and Circulation (Rincon labor only)	_____

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	\$3,280.00	-Utilities and Service Systems	_____
	\$1,140.00	-Effects found Less than Significant	_____
	\$6,700.00	-Alternatives (4)	_____
	\$850.00	-Other CEQA-Required Sections	_____
7.3	\$1,660.00	Prepare Draft EIR (DEIR)	_____
	\$570.00	Noticing, NOC, NOA	_____
	\$6,920.00	Draft Responses to Comments (Estimate)	_____
7.4	\$1,520.00	Administrative Final EIR (AFEIR)	_____
7.5	\$2,900.00	Final EIR & Mitigation Monitoring and Reporting Program	_____
7.6	\$4,000.00	OPTIONAL TASK: CEQA Findings and Statement of Overriding Conditions	_____
8.	\$2,120.00	Public Hearings	_____
9.	\$7,700.00	Project Management	_____
		<b><u>ADDITIONAL COSTS</u></b>	_____
	\$6,675.00	Pinnacle Traffic Engineering (Traffic)	_____
	\$20,182.00	Balance Hydrologics (Hydrology)	_____
	\$16,960.00	Todd Groundwater (Groundwater Report)	_____
		<b><u>PRINTING/MISCELLANEOUS</u></b>	_____
	\$295.00	ADEIR (8 hard copies, 1 CD)	_____
	\$925.00	DEIR (26 hard copies, 1 CD)	_____
	\$295.00	AFEIR (8 hard copies, 1 CD)	_____
	\$925.00	FEIR (26 hard copies, 1 CD)	_____
	\$3,861.00	Supplies and Miscellaneous Expenses	_____
	\$7,518.00	General & Administrative	_____
<b>GRAND TOTAL:</b>			<b>\$158,386.00</b>

Remaining Balance \$ \_\_\_\_\_

Approved as to Work/Payment: \_\_\_\_\_ Date \_\_\_\_\_  
 Bob J. Schubert, Senior Planner

All Invoices Are To Be Sent To:  
 Diana Lemos, Account Clerk  
 County of Monterey Resource Management Agency  
 Finance Division  
 168 W. Alisal Street, 2<sup>nd</sup> Floor, Salinas, CA 93901  
 Telephone: (831) 755-5220

**2. Invoice Detail**

Each invoice for services/work products/deliverables performed shall indicate the hours worked by task and by staff member, with the corresponding billing rates. Payment of these services will be based on the documentation provided by the CONTRACTOR and within the "Not to Exceed" budget allocated for the service.

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

The Project Planner may request documentation of the number of hours worked by task and by staff member, with the corresponding billing rates and/or the Subconsultant costs. The information will be used to complete the file and to ensure proper payment for work products/deliverables/services.

### 3. **Transfer from Project Contingency Account**

Transfer of funding from the Project Contingency Account (total contingency of \$23,757.90) requires the prior written approval of the Director of Planning and the Project Applicant.

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

- The dollar amount;
- The anticipated date the funded work would begin;
- The duration of the work;
- The entity (CONTRACTOR or subconsultant) to whom the funds would be transferred/allocated; and
- The justification for the expenditure.

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

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

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

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**SECTION B:**

**Technical Approach to EIR Topical Issue Areas**

The Scope of Work for the environmental and land use issues to be examined during the environmental review process is based upon the RFP. The following issue areas will be analyzed in the EIR:

- *Aesthetics/Visual Resources*
- *Air Quality*
- *Biological Resources*
- *Climate Change*
- *Cultural Resources*
- *Geology and Soils*
- *Hazards/Hazardous Materials*
- *Hydrology and Water Quality*
- *Land Use and Planning*
- *Noise*
- *Population and Housing*
- *Public Services*
- *Recreation*
- *Traffic and Circulation*
- *Utilities and Service Systems*

This list would be confirmed as the analysis progresses and in consultation with County staff.

**Aesthetics.** The site is relatively flat and is presently developed with a single-family residence and barn, both of which are located in the southeast corner of the site. Several mature trees (cypress, live oaks, others) are located in the vicinity of the house and barn, while the remainder of the site is clear of trees or other mature landscaping and is used for seasonal agriculture. Existing land uses on surrounding properties are the following: single-family detached residential and undeveloped/seasonal agricultural parcels immediately to the north; undeveloped property to the east, across Val Verde Drive; single-family residential immediately to the south of the Project site with higher-density attached/townhouse residential further to the south, across Rio Road. Properties immediately west of the site are developed with office and commercial uses of a more intensive suburban scale.

The EIR will include an evaluation of potential impacts to aesthetics based on the setting of the Project, including impacts as viewed from Public roads (including Carmel Valley Road and Highway 1) and nearby residences.

**Air Quality.** The Monterey Bay Unified Air Pollution Control District (MBUAPCD) has prepared an Air Quality Management Plan (AQMP) for the Monterey Bay Region. The AQMP addresses the attainment and maintenance of State and Federal ambient air quality standards within the North Central Coast Air Basin (NCCAB). Consistency with the AQMP is an indication of a Project's cumulative adverse impact on regional air quality (ozone levels). It is



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not an indication of Project-specific impacts, which are evaluated according to the MBUAPCD's adopted thresholds of significance.

The development on the Project site for detached and attached residential units must be in accordance with the Association of Monterey Bay Area Governments (AMBAG) population projections, which is accommodated in the AQMP. Consistency of a residential project is determined by comparing the project population at the year of project completion with the population forecast for the appropriate five (5) year increment that is listed in the AQMP. If the population increase resulting from the project would not cause the estimated cumulative population to exceed the relevant forecast, the project would be consistent with the population forecasts in the AQMP.

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

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

The EIR will include an evaluation of potential impacts to air quality based on the results of the traffic impact analysis and consultation with resource agencies. Mitigation measures will be identified, if needed to reduce impacts on air quality to less than significant.

**Biological Resources.** The site is relatively flat and is presently developed with a single-family residence and barn, both of which are located in the southeast corner of the site. Several mature trees (cypress, live oaks, others) are located in the vicinity of the house and barn, while the remainder of the site is clear of trees or other mature landscaping and is used for seasonal agriculture.

The EIR will include an evaluation of potential impacts to biological resources based on the results of the Project Applicant's technical reports (Biological Assessment and Updated Biological Assessment by Rana Creek), peer review of those reports and consultation with resource agencies. In addition, this assessment needs to evaluate biological impacts from using well water and any effects of drawing water from the over-drafted Carmel River. Mitigation measures will be identified, if necessary.

**Balance Hydrologics, Inc.** (Balance) habitat hydrologists (both surface and groundwater) will provide limited consultation to Rincon biologists; in particular Balance will assist with extracting pertinent information relevant to the groundwater study and drainage study. In particular, Balance will provide feedback concerning how the proposed Project may affect groundwater levels, both generally, and for specific year types.

**Climate Change.** The analysis of greenhouses gases (GHGs) and climate change will discuss the general nature and sources of climate change, current efforts to regulate GHGs (including recent Office of Planning and Research publications and guidelines relating to how climate change should be addressed in CEQA documents), and the proposed Project's potential

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contribution to this cumulative issue. The MBUAPCD has not formally adopted thresholds to evaluate GHG emissions, but recommends using the San Luis Obispo County Air Pollution Control District (SLOAPCD) thresholds. Using the calculations results from CalEEMod, Rincon will compare Project emissions to these thresholds and prepare a GHG section that focuses on the impacts of the proposed Project on climate change, as well as the impacts of climate change on the Project region.

**Cultural Resources.** Two (2) reports were prepared for the site (report by Archaeological Consulting in 2007 and report by Kent Seavey in 2010). The EIR will include an evaluation of potential impacts to cultural resources based on the results of the Project Applicant's technical reports, peer review of those reports and consultation with resource agencies. Mitigation measures will be identified, if necessary.

**Geology and Soils.** A geotechnical report was prepared for the site (Geotechnical Engineering Report and Liquefaction Study by Buena Geotechnical Services, LLC). The site is located within a highly seismically active region. The Project will be expected to meet the goals of the Conservation and Open Space Element Section OS-3 (Soils) and Safety Element Section S-1 (Seismic and Other Geologic Hazards) as designated in the Monterey County General Plan.

The EIR will include an evaluation of potential geology/soils impacts based on the results of the Project Applicant's technical report, peer review of that report and consultation with resource agencies. Mitigation measures will be identified, if necessary.

**Hazards/Hazardous Materials.** The Scope of Work will not include use of hazardous materials that would constitute a threat of explosion or other significant release that would pose a threat to neighboring properties. The site location is not included on any list of hazardous materials sites; however, County staff is aware of an underground plume that may affect the site with Methyl Tertiary Butyl Ether (MTBE). These issues will be discussed in the analysis. No additional impacts, or additional analysis, are anticipated regarding this matter.

**Hydrology and Water Quality.** As set forth in General Plan Policies PS-3.9 and PS-3.13 (Water Yield and Quality), a tentative subdivision map will not be approved until the Project Applicant provides evidence of a long-term sustainable water supply in terms of yield and quality for all lots that are to be created through subdivision. This Project requires a water system which has two (2) water sources that meet all of the required regulations. The Environmental Health Bureau (EHB) has requested additional information regarding water quality and quantity before the application can be deemed complete according to the memorandum from EHB dated February 24, 2014.

As set forth in General Plan Policies PS-3.1 and PS-3.2 (Long Term Sustainable Water Supply), development will be prohibited without proof, based upon specific findings and supported by evidence, that there is a long-term, sustainable water supply, both in quality and quantity to serve the development. The Project Applicant has submitted several documents addressing water quality and quantity (including the reports from Bierman Hydrogeologic, WWD Engineering and Anita Kane). The EIR will establish an appropriate baseline and available water use in consultation with the MPWMD, and include an evaluation of potential impacts to

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hydrology/water quality based on the results of the Project Applicant's technical reports, peer review of those reports and consultation with resource agencies. Mitigation measures will be identified, if necessary.

County staff has requested the Project Applicant to submit a preliminary drainage plan as part of the tentative subdivision map. Compliance with the County's new storm water requirements may require changes to the site plan (e.g., if an on-site storm water retention pond is required). The Project is located within the 100-year floodplain of the Carmel River. It is also located in an urbanized area for purposes of National Pollutant Discharge Elimination System (NPDES) implementation. An appropriate baseline for runoff should be established to assess retention requirements and how said design impacts wells as the potable water source.

Balance will provide senior peer review of the Hydrology and Water Quality section for the EIR. Balance's work plan is as follows:

*Prepare Preliminary Stormwater Management Plan.* The compiled information will be further reviewed and augmented with necessary hydrologic calculations to prepare a Preliminary Stormwater Management Plan summarizing the regulatory setting, existing conditions, and pertinent environmental issues related to drainage, flood control, and water quality.

Conversion of the site is not expected to create significant increases in peak stormwater flow rates or volumes if appropriately managed. However, the Project will require an entirely new storm drainage system and will need to show that the changes in drainage patterns do not engender adverse impacts. This will be particularly important at the post-Project storm drain outlet locations where changes in the contributing drainage area and the conveyance infrastructure could potentially lead to changes in the quantity and timing of runoff.

Rincon's understanding is that a detailed drainage and stormwater management plan for the site will likely not be available at this point. However, Balance staff has extensive experience with site conversion and high-density land use projects and workable measures that can be incorporated into a state-of-the-art stormwater management strategy. Specific Best Management Practices (BMPs) and performance standards will be identified at a general level of detail, including those measures that will need to be included in the construction-phase Storm Water Pollution Prevention Plan (SWPPP) and the post-construction Storm Water Management Plan (SWMP). However, impacts to groundwater will not be directly assessed by Balance as Rincon understands those issues will be addressed by others.

A portion of the site is presently located in a Federal Emergency Management Agency (FEMA) Special Flood Hazard Area and protection of the Project from flood hazards will be an important element of the development plan. Balance staff will review pertinent documents in this regard in order to describe how the Project location is impacted by flooding and how the flood risk may be changing due to ongoing flood control activities along the Carmel River. If the flood hazard documentation provided by the Project Applicant is found to be inadequate for purposes of analysis, Balance will either request that the proponents provide additional information, or conduct the supplemental analyses on a time-and-materials basis.

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Balance will also review the County's stormwater management plans and requirements in light of changing requirements from the Central Coast Regional Water Quality Control Board (CCRWQCB). The requirements for stormwater management BMPs during construction and afterward will be an important constraint that must be addressed given the state of current regulations.

*Project Initiation.* Balance staff will carry out one (1) reconnaissance visit to the Project site and vicinity to observe existing conditions related to drainage pathways and patterns, soils and existing water quality infrastructure. Balance will review the available site-specific information and collect necessary data to prepare the preliminary stormwater management plan. Balance will also coordinate with the County's RMA -Public Works staff, regarding any existing constraints in the local storm drain systems.

*Project management and meetings.* Balance has allowed budget for general Project management needs.

*Land Use and Planning.* The Project's requested entitlements will be consistent with the requirements of Monterey County Zoning Code (Title 21). Consistency with the 2010 Monterey County General Plan Land Use Element (Section 1.0) must be ensured, with particular attention to the Goals listed within LU-1 (General Land Use), LU-2 (Residential) and LU-8 (Open Space).

Consistency with the Carmel Valley Master Plan (CVMP) is also of key importance. As set forth in Policy CV-1.6 of the CVMP, residential subdivision in Carmel Valley is limited to the creation of one hundred ninety (190) new units. Of the one hundred ninety (190) new units, twenty-four (24) are reserved for the Delfino property. There are several other subdivisions in Carmel Valley with complete applications containing units that exceed the Carmel Valley buildout potential (i.e., one hundred ninety (190) new units).

The CDP application has been submitted pursuant to Policy CV-1.10 of the CVMP which states that a density of up to four (4) units/acre on the subject property may be allowed provided that at least twenty-five percent (25%) of the units are developed for individuals of low and moderate income or for workforce housing.

The Project site is in the Low Density Residential Zoning District, with a minimum lot size of one (1) acre per dwelling unit (LDR/1). The site is also included in the Design Control (D), Site Plan Review (S) and Residential Allocation Zoning District overlays (RAZ); therefore, the site's full zoning designation is expressed as LDR/1-D-S-RAZ. The Project Applicant has requested an amendment of Section 21.14.050 of the Zoning Ordinance by adding a clarification that allows an exception to exceed four (4) units/acre on a lot if it is done to achieve affordable housing pursuant to Policy CV 1.10 in the CVMP. Policy CV-1.10 requires the Project to provide at least twenty-five percent (25%) affordable units (including workforce housing), and the inclusionary requirement establishes ratios required for twenty percent (20%) of the units.

Rincon will conduct an assessment of the Project's consistency with Monterey County General Plan and CVMP policies. The Consistency Analysis will be included as an Appendix in the EIR. The Consistency Analysis will analyze whether the Project is consistent as designed, as conditioned or mitigated, is inconsistent, or the policy does not apply to the Project.

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The issue of water supply will be cross-referenced in this section as well, using information from the Todd Groundwater report and other sources.

**Noise.** Noise analysis will typically include evaluations of temporary impacts associated with construction and long-term impacts associated with Project operation. Operational impacts may include both increased noise due to the proposed Project (typically, due to traffic increases or stationary noise sources) and/or exposure of new sensitive uses to high ambient levels (most typically a concern for new noise-sensitive uses such as residences and schools adjacent to noisy roadways or commercial/industrial facilities). The criteria used to determine the significance of any impacts will be from the County's Noise Element and ordinances and from other published metrics as necessary (Environmental Protection Agency (EPA), Federal Highway Administration (FHWA) etc.). Rincon will verify noise levels on-site and at nearby sensitive receptors with field measurements.

Temporary noise impacts associated with construction will typically be estimated based upon typical noise levels reported by the United States (US) EPA and standard noise attenuation factors. Noise levels associated with construction activities will be quantified and projected at sensitive use areas and compared to County standards.

Mitigation requirements will be identified, if necessary. Mitigation measures may include restrictions on construction equipment use, the construction of temporary sound barriers, recommendations for the re-routing of traffic, and the use of noise attenuation features and sound barriers to reduce traffic noise levels.

**Population and Housing.** The Project proposes the construction of thirty-one (31) housing units, including twenty-four (24) market rate, single-family detached residences and seven (7) attached inclusionary units. As such, the Project is expected to provide a local population increase. The Project is not expected to create a demand for additional housing. The Project will be expected to meet the goals of the Housing Element Section 5.2 (Assist in the Development of Housing) as designated in the Monterey County General Plan.

The EIR will include an evaluation of potential impacts to population/housing based on the Project Description and consultation with resource agencies. Mitigation measures will be identified, if necessary.

**Public Services.** The Project consists of the construction of thirty-one (31) housing units which will be served by the Cypress Fire Protection District (CFPD) and the Monterey County Sheriff's Department. The CFPD has provided preliminary comments on the Project and has indicated that fire hydrant(s) on the site must be connected to the existing Cal Am water line located in Val Verde Drive. In addition, the proposed Project is expected to generate additional attendance at local schools. Additional usage of other local Public services, including hospitals and libraries is also anticipated.

The EIR will include an evaluation of potential impacts to Public services based on the Project Description and consultation with service companies and agencies. Mitigation measures will be identified, if necessary.

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**Recreation.** The Project does not currently propose the construction of any on-site recreational facilities. The EIR will include an evaluation of potential impacts to recreational facilities, and the potential benefits of on-site recreational facilities, particularly on the inclusionary parcel, based on the Project plans and description and consultation with relevant agencies. Mitigation measures will be identified, if necessary.

**Traffic and Circulation.** With the proposed construction of thirty-one (31) housing units, the Project is expected to generate additional vehicle trips within the immediate Project area. Additional usage on public transit, primarily buses (both Public transit and school buses), will also likely result from the Project. The Project will be expected to meet the goals of the General Plan Transportation Element (Section 2.0), particularly as designed within the polices of and goals in Sections C-1 (Level of Service), C-2 (Transportation Facilities), C-3 (Road and Highway Transportation), C-6 (Public Transit Services) and C-9 (Bicycle Transportation), as well as policies contained in Section 2.0 (Circulation) of the CVMP. Traffic impacts may be significant since the Project will add traffic to Segment 7 on Highway 1 which is currently at Level of Service (LOS) F during the PM peak hour.

With the understanding that Rincon will be provided a traffic study prepared directly for the Project Applicant by a traffic consultant selected by the Project Applicant, this Scope of Work includes a peer review of that study by Pinnacle Traffic Engineering, per County request. The Scope of Work for the peer review will be as follows:

*Review Existing Conditions:* This task involves verifying all existing intersection and roadway conditions (ie: number of lanes, traffic control devices, etc). The new peak hour traffic count data will also be reviewed and compared to historical data where available. Consultation with County and Caltrans staff will also be conducted regarding signal phasing and timing.

*Review Project Trip Generation Estimates:* The Project trip generation estimates and assignment of Project trip to the study street system will be reviewed to verify validity. The percent contribution of Project trips to future cumulative traffic projections will also be reviewed for traffic impact fee purposes if necessary.

*Review Background and Cumulative Traffic Projections:* This task includes a review of the background (approved and pending) Projects list and related traffic projections at the study intersections and roadway segments. A review of the cumulative (2035) traffic projection data will also be conducted and compared to the latest AMBAG Regional Travel Demand Model (RTDM) data.

*Review Level of Service (LOS) Calculations:* This task includes a detailed review of the study intersection (8) and roadway segment (9) LOS calculations. The review will verify peak hour traffic volumes and coding of intersection/roadway LOS parameters (number of lanes, traffic control, signal phasing and timing, etc.). The review will be limited to the "existing", "existing plus Project," and "cumulative plus Project" study scenarios. The review of LOS calculations will also be performed for any required mitigation measures, as deemed necessary to fully identify the potential impacts associated with the Project. A brief overview of the

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analysis of impacts to other transportation modes (pedestrian, bicycle and transit) will also be provided.

*Prepare Peer Review Memorandum:* A brief memorandum will be prepared to present the findings of the peer review. Information in the memorandum may be used to make revisions to the traffic study and/or incorporated into the EIR. This task also includes a review of any appropriate response to comment material submitted by Hatch Mott MacDonald, LLC (HMM) on the draft Peer Review Report.

This Scope of Work includes coordination with Rincon and County, Caltrans and AMBAG staff, as needed. The Project will be discussed with these Public agency representatives regarding the scope and data used for the traffic study. The proposed Scope of Work does not include the collection of any traffic count or accident data, a Project area site visit, an analysis of intersection or roadway segment LOS, the layout or design of any improvements, Pinnacle staff's attendance at any Project meetings or Public hearings, or any other tasks not specifically listed above.

**Utilities and Service Systems.** Two (2) wells are currently located on the site which would provide water to the residences. Water for the fire hydrant(s) would be provided via an existing Cal Am water line in Val Verde Drive. The Project would be connected to an existing sanitary sewer line (Carmel Area Waste Water District) in Val Verde Drive. Gas and electricity for the proposed development are expected to be provided by Pacific Gas & Electric Company (PG&E).

The EIR will include an evaluation of potential impacts to utilities/service systems based on the Project plans and description, other information provided by the Project Applicant and consultation with relevant agencies. Mitigation measures will be identified, if necessary.