

**AMENDMENT NO. 9  
TO REIMBURSEMENT AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DOMAIN CORPORATION**

**THIS AMENDMENT NO. 9** to the Reimbursement Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Domain Corporation (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the County and PROJECT APPLICANT are referred to as the "Parties").

**WHEREAS**, PROJECT APPLICANT entered into a Reimbursement Agreement with County on July 21, 2006 (hereinafter "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1"), December 31, 2007 (hereinafter, "Amendment No. 2"), October 21, 2008 (hereinafter, "Amendment No. 3"), April 9, 2009 (hereinafter, "Amendment No. 4"), December 10, 2009 (hereinafter, "Amendment No. 5"), September 22, 2010 (hereinafter, "Amendment No. 6"), April 29, 2011 (hereinafter, "Amendment No. 7"), and May 3, 2012 (hereinafter, "Amendment No. 8"); and

**WHEREAS**, PROJECT APPLICANT has applied to the County for approval of various development permits for the Ferrini Ranch Subdivision (hereinafter, "PROJECT") requiring an Environmental Impact Report (EIR); and

**WHEREAS**, County engaged Pacific Municipal Consultants (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

**WHEREAS**, the EIR has not been completed; and

**WHEREAS**, additional funding is required for completion of new additional tasks associated with final editing and preparation of the EIR which require review, completion and inclusion into the EIR prior to publication; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$22,022.40 to continue to allow reimbursement by the PROJECT APPLICANT to the County for costs incurred by the CONTRACTOR and County departments for services identified in the Agreement and as amended by this Amendment No. 9.

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

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

CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibit 1, as amended by Exhibit 1-A, Exhibit 1-B and Exhibit 1-C, and incorporated herein by reference as if fully set forth.

2. Amend the first sentence of Paragraph 1, "Engagement of CONTRACTOR", to read as follows:

COUNTY shall engage CONTRACTOR in accordance with the contract between COUNTY and CONTRACTOR dated April 25, 2006, attached hereto and incorporated by this reference as Exhibit 1, as amended by Exhibit 1-A, Exhibit 1-B and Exhibit 1-C.

3. Amend Paragraph 2a., "CONTRACTOR'S Invoices", to read as follows:

- a. CONTRACTOR'S Invoices

PROJECT APPLICANT shall reimburse COUNTY the full cost of employing CONTRACTOR in accordance with the terms of Exhibits "1-A", "1-B" and "1-C" of this AGREEMENT.

4. Amend Paragraph 2b., "COUNTY Surcharge", to include the following:

- b. COUNTY Surcharge

Under Amendment No. 9, PROJECT APPLICANT shall pay COUNTY an additional sum each month equal to forty-eight percent (48%) of the amount of each monthly invoice from CONTRACTOR based on the total Base Budget increase amount of \$14,880.00. The additional amount of COUNTY Surcharge shall be \$7,142.40.

Total COUNTY Surcharge shall not exceed \$231,626.40.

5. Amend "Maximum Reimbursement Under AGREEMENT" section of Paragraph 2c., "Project Contingency", to read as follows:

Maximum Reimbursement Under AGREEMENT

The maximum which may be charged to PROJECT APPLICANT under this AGREEMENT is \$797,742.40.

CONTRACTOR'S Budget:	\$485,554.00
County Surcharge:	\$231,626.40
Project Contingency:	\$ 80,562.00

Maximum to be Reimbursed Under AGREEMENT: \$797,742.40

6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 9 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 9 as follows:

**THE COUNTY OF MONTEREY**

By: \_\_\_\_\_  
Director of Planning

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

**PROJECT APPLICANT\* DOMAIN CORPORATION**

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

Its: Mark Kelton, Vice President  
(Printed Name and Title)

Date: 5/18/12

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

Its: Mark Leekley, Vice President & Assistant Secretary  
(Printed Name and Title)

Date: 5/18/12

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

By: Cynthia J. Olson  
Deputy County Counsel

Date: 6-5-12

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

# **EXHIBIT 1-C**

**AMENDMENT NO. 9 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
PACIFIC MUNICIPAL CONSULTANTS  
AND THE COUNTY OF MONTEREY  
FOR THE  
FERRINI RANCH SUBDIVISION EIR**

**AMENDMENT NO. 9  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
PACIFIC MUNICIPAL CONSULTANTS**

**THIS AMENDMENT NO. 9** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Pacific Municipal Consultants (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on July 21, 2006 (hereinafter, "Agreement"); and

**WHEREAS**, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1"), December 31, 2007 (hereinafter, "Amendment No. 2"), October 21, 2008 (hereinafter, "Amendment No. 3"), April 1, 2009 (hereinafter, "Amendment No. 4"), December 16, 2009 (hereinafter, "Amendment No. 5"), September 22, 2010 (hereinafter, "Amendment No. 6"), April 29, 2011 (hereinafter, "Amendment No. 7"), and May 3, 2012 (hereinafter, "Amendment No. 8"); and

**WHEREAS**, the Ferrini Ranch Subdivision Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed; and

**WHEREAS**, additional funding is required for completion of new additional tasks associated with final editing and preparation of the EIR which require review, completion and inclusion into the EIR prior to publication; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$14,880.00 to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 9.

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

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

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

Amendment No. 9 to Professional Services Agreement  
Pacific Municipal Consultants  
Ferrini Ranch Subdivision EIR  
RMA - Planning Department  
Term: July 11, 2006 - February 28, 2013  
Not to Exceed: \$566,116.00

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A-1, A-2 and A-3, subject to the limitation as set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$566,116.00.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 9 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 9 to Professional Services Agreement  
Pacific Municipal Consultants  
Ferrini Ranch Subdivision EIR  
RMA – Planning Department  
Term: July 11, 2006 – February 28, 2013  
Not to Exceed: \$566,116.00

*pw*

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Professional Services Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Director of Planning

\_\_\_\_\_  
Pacific Municipal Consultants  
Contractor's Business Name

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

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

Its: Philip O. Carter, President  
(Printed Name and Title)

Date: May 18, 2012

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

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

By: Cynthia L. Olson  
Deputy County Counsel

Its: Jennifer LeBoeuf, Secretary  
(Printed Name and Title)

Date: 6-5-12

Date: May 18, 2012

**Approved as to Fiscal Provisions**

By: \_\_\_\_\_  
Auditor/Controller

Date: 5-22-12

**Approved as to Indemnity, Insurance Provisions**

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

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

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

Amendment No. 9 to Professional Services Agreement  
Pacific Municipal Consultants  
Ferrini Ranch Subdivision EIR  
RMA - Planning Department  
Term: July 11, 2006 - February 28, 2013  
Not to Exceed: \$566,116.00

PW

## EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS



March 28, 2012

Carl Holm, Assistant Director  
**MONTEREY COUNTY RMA**  
168 W. Alisal Street  
Salinas, CA 93901

**RE: FERRINI RANCH DRAFT EIR COMPLETION**

Dear Carl:

Based on our meetings of November 21, 2011 and March 26, 2012, we understand that the County is considering additional edits or clarifications within the Ferrini Ranch EIR document prior to public review. Both the County and PMC understand that the Administrative Draft EIR as delivered to the County in November 2011 meets the conditions of our contract, incorporating early rounds of County comments. However, we also understand that this is a large and complex document that requires adequate review and attention. Additional edits at this juncture are understandable, but represent an additional round of review not anticipated in the scope of work. As such, additional text or figure edits will require additional PMC staff time and budget to complete.

The revisions will address the following issues. We understand that discussions with other departments may be necessary prior to public review.

### **TASK A – Make Final EIR Edits and Prepare Document for Publication**

1. **Oak Woodlands.** County and PMC to consider method of calculation of oak woodland habitat impacted. PMC to consult with in-house biologist on biology issues raised by applicant.
2. **Aesthetics.** County to review and consider treatment of development in areas of "critical viewshed" to ensure that County policy is being applied consistently to all local projects. County will also review treatment of impacts relative to common public viewing areas, impact of berms, and proposed height limits. We anticipate modifications to the Aesthetics analysis based on this information and our discussions.
3. **Visual Simulations.** County to consider if images adequately serve the purpose of assessing potential environmental impacts. May result in modifications to simulations to address materials or colors used.
4. **Water Use.** County to research if "capping" water use for entire subdivision is feasible mitigation based on system design and operations.
5. **Existing Well.** County to confirm that existing well on property will continue to be used for grazing livestock.

PW



## EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Carl Holm, Assistant Director

March 28, 2012

Page 2

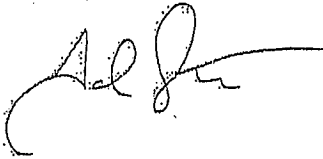
6. **Hazards.** County and PMC to review mitigation requirements relative to past farming practices in the context of the subdivision design.
7. **Noise.** PMC to explore mitigation alternatives for construction noise.
8. **Cultural Resources.** County to review data recovery plan with PMC relative to resulting significance after mitigation.
9. **Traffic.** County to review "one trip" impact at policy level. Consistent application and language regarding payment of traffic impact fees also to be reviewed relative to other recent projects.
10. **Air Quality/GHG Mitigation.** County to review mitigation language relative to Title 24 requirements. PMC to review GHG analysis to ensure use of current analysis methods.
11. **Alternatives.** Any and all EIR text changes will need to be compared to the Alternatives section to ensure internal consistency.
12. **General.** PMC to make minor changes/edits/clarifications based on continued reviews. All changes will require formatting and cross referencing of document prior to public review.

The budget to complete the additional changes prior to public review is based on the following:

Task/Issue	Hours	Cost
Review/Coordination Mtgs	16	\$2,400
Update 3.1 Aesthetics and Sims	16	\$2,400
Update Other Sections/Issues	30	\$4,500
PMC Biology Consult	6	\$900
GHG Review	6	\$900
Alternatives Edits	6	\$900
Document Format Revisions	24	\$2,880
<b>Total</b>	<b>104</b>	<b>\$14,880</b>

This work will be completed within four (4) weeks of authorization. If this approach and proposal is acceptable to both the County and the Applicant, we will work with you to immediately amend our Professional Services Agreement prior to the April 30, 2012 expiration date.

Sincerely,



Tad Stearn  
Project Manager

Cc: David Mack, Monterey County  
Phillip O. Carter, PMC

**EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

Payment Provisions

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

**1. Invoice Coversheet**

*Pacific Municipal Consultants  
Ferrini Ranch Subdivision EIR*

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

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

Original Agreement Term:	February 15, 2006 – December 31, 2007
Original Agreement Amount:	<u>\$ 507,113.00</u> (\$440,968 Base Budget plus \$66,145. Project Contingency)
Amendment #1:	
Revised Agreement Term:	July 11, 2006 – December 31, 2007
Revised Agreement Amount:	<u>\$ 496,655.00</u> (\$431,874 Base Budget plus \$64,781 Project Contingency)
Amendment #2:	Extension of Term to September 30, 2008
Amendment #3:	Extension of Term to March 31, 2009
Amendment #4:	Extension of Term to December 31, 2009
Amendment #5:	Extension of Term to September 30, 2010
Amendment #6:	Extension of Term to April 30, 2011
Amendment #7:	<u>\$ 54,581.00</u> (\$38,800 Base Budget plus \$15,781 Project Contingency) Extension of Term to April 30, 2012
Amendment #8:	Extension of Term to February 28, 2013
Amendment #9:	<u>\$ 14,880.00</u> (\$14,880 Base Budget plus \$0 Project Contingency)
Total Agreement Amount:	<u>\$566,116.00</u> (\$485,554 Base Budget plus \$80,562 Project Contingency)

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

Approved as to Work/Payment: \_\_\_\_\_  
*David Mack, Associate Planner*

\_\_\_\_\_  
Date

*pw*

## **EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS**

### **All Invoices Are To Be Sent To:**

Jaime Martinez, Accounting Technician  
County of Monterey Resource Management Agency  
Planning Department  
168 W. Alisal Street, 2<sup>nd</sup> Floor  
Salinas, CA 93901

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

Transfer of funding from the Project Contingency Account (not increased for Amendment No. 9 for a total amount not to exceed \$80,562.00) requires the prior written approval of the Director of the Monterey County Planning Department, and the Project Applicant.

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

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

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

Unless he denies the recommended transfer, the Director or Assistant Director of Planning Department will ask the Project Applicant to make a decision within five 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 the Monterey County Planning Department or the Assistant Director, 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.