

# Attachment E

This page intentionally left blank.



## Monterey County

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

### Board Order

#### Agreement No's.: A-12432, A-12433

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

- a. Approved Amendment No. 1 to Professional Services Agreement No. A-12432 with Rincon Consultants, Inc. where the Base budget is increased by \$38,350.00 to \$247,295.00 and the Contingency budget is increased by \$30,000.00 to \$103,130.75, for a total amount not to exceed \$350,425.75 to complete new tasks and re-evaluation of the original tasks to accommodate the revision to the project description and site plan for the Environmental Impact Report (EIR) for the California Flats Solar Project (PLN120294) in South County, and extend the term to March 31, 2015; and
- b. Approved Amendment No. 1 to Funding Agreement No. A-12433 with California Flats Solar, LLC where the Base budget is increased by \$38,350.00 to \$247,295.00, the Contingency budget is increased by \$30,000.00 to \$103,130.75, and the County Contract Administration Fee is unchanged at \$3,170.00, for a total amount not to exceed \$353,595.75 to allow funding to Monterey County for costs incurred by Rincon Consultants, Inc. and County departments to complete new tasks and re-evaluation of the original tasks to accommodate the revision to the project description and site plan for the EIR for the California Flats Solar Project (PLN120294) in South County, and extend the term to March 31, 2015; and
- c. Authorized the Director of Planning to execute Amendment No. 1 to Professional Services Agreement No. A-12432, Amendment No. 1 to Funding Agreement No. A-12433 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts. (PLN120294/California Flats Solar Project in South County - PD060202/Rincon Consultants, Inc.)

PASSED AND ADOPTED on this 8th day of April 2014, by the following vote, to wit:

AYES: Supervisors Armenta, Salinas, Parker and Potter

NOES: None

ABSENT: Supervisor Calcagno

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 77 for the meeting on April 8, 2014.

Dated: April 9, 2014  
File Number: A 14-039

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

By

Deputy

**AMENDMENT NO. 1  
TO FUNDING AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
CALIFORNIA FLATS SOLAR, LLC**

**THIS AMENDMENT NO. 1** to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and California Flats Solar, LLC (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") as of the last date opposite the respective signatures below.

**WHEREAS**, PROJECT APPLICANT entered into a Funding Agreement with County on April 17, 2013 (hereinafter, "Agreement"); and

**WHEREAS**, an Agreement and Consent to Assignment of the Agreement was executed on October 8, 2013, pursuant to which PROJECT APPLICANT remained the same but which documented that First Solar Development, LLC had replaced Element Power US, LLC as the party in control of California Flats Solar, LLC; and

**WHEREAS**, PROJECT APPLICANT has applied to the County for approval of a Combined Development Permit for the California Flats Solar Project (hereinafter, "PROJECT") requiring an Environmental Impact Report (hereinafter, "EIR"); and

**WHEREAS**, County engaged Rincon Consultants, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

**WHEREAS**, PROJECT APPLICANT has revised the original project description and site plan for the PROJECT; and

**WHEREAS**, additional time and funding are required to allow CONTRACTOR to continue to provide new tasks and re-evaluation of the original tasks to accommodate the revision to the project description and site plan to complete the PROJECT; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term to March 31, 2015 and increase the amount by \$68,350.00 to allow funding by the PROJECT APPLICANT to the County for costs incurred by the CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.



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

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

CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, "PSA," between County and CONTRACTOR, attached to this Agreement as Exhibit "1," as amended by Exhibit "1-A," and incorporated herein by reference.

2. Amend Paragraph C of "RECITALS", to read as follows:

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

3. Amend Paragraph 1, "Deposits to Fund PSA and County Fee for Contract Administration," to add the following:

- c. PROJECT APPLICANT shall make a third deposit in the amount equal to the CONTRACTOR's Base Budget in Exhibit A-1 to Exhibit 1-A of Amendment No. 1 to this AGREEMENT. This amount totals \$38,350.00.

PROJECT APPLICANT shall deposit this additional amount of \$38,350.00 with the County of Monterey, Resource Management Agency — Planning upon approval of Amendment No. 1 to this Agreement by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for March 11, 2014.

PROJECT APPLICANT's deposit of \$38,350.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

4. Amend Paragraph 2, "Thirty-five Percent (35%) Project Contingency," to add the following:

An additional thirty thousand dollars (\$30,000.00) to CONTRACTOR's additional Base Budget shall be included in Amendment No. 1 to the PSA between County and CONTRACTOR to cover contingencies. This additional thirty thousand dollars (\$30,000.00) increases the Contingency budget and is subject to the procedures in *Section 3, "Transfer from Project Contingency Account"*, specified in "Exhibit A" and "Exhibit A-1," *Scope of Services/Payment Provisions, for the California Flats Solar Project EIR*, of the PSA.

5. Amend Paragraph 3, "Maximum Budget Under AGREEMENT," to read as follows:

The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT, as amended by Amendment No. 1, is \$353,595.75.

|  |              |
|--|--------------|
| CONTRACTOR's Base Budget:                            | \$247,295.00 |
| County Contract Administration Fee (non-refundable): | \$3,170.00   |
| Project Contingency:                                 | \$103,130.75 |

|  |                     |
|--|---------------------|
| <u>Maximum Charge Under AGREEMENT:</u> | <u>\$353,595.75</u> |
|--|---------------------|

6. Amend the first sentence of Paragraph 4 to read as follows:

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" and "Exhibit A-1" of the PSA (Scope of Services/Payment Provisions for the PROJECT).

7. Amend the first sentence of Paragraph 5, "Engagement of CONTRACTOR," to read as follows:

This AGREEMENT is based on County engaging CONTRACTOR in accordance with the PSA between County and CONTRACTOR, attached hereto and incorporated by this reference as Exhibit "1" and Exhibit "1-A."

8. Amend Paragraph 6.a., "CONTRACTOR," to read as follows:

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$247,295.00.

Should this AGREEMENT be terminated prior to March 31, 2015, 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.

9. Amend the first sentence of Paragraph 6.c., "Project Contingency", to read as follows:

An additional thirty-five percent (35%) of CONTRACTOR's Base Budget, in an amount not to exceed \$73,130.75, and an additional thirty thousand dollars (\$30,000.00), covers potential contingencies. 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" and "Exhibit A-1" of the PSA.

10. Amend Paragraph 8, "Term," to read as follows:

AGREEMENT shall become effective March 13, 2013 and continue through March 31, 2015, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of this AGREEMENT.

11. Amend the first sentence of Paragraph 9, "Termination," to read as follows:

AGREEMENT shall terminate on March 31, 2015, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

12. Amend PROJECT APPLICANT section of Paragraph 22, "Notices," to read as follows:

TO PROJECT            Brian Kunz, Vice President, Project Development  
APPLICANT:           First Solar Development, LLC  
                         135 Main Street, 6<sup>th</sup> Floor  
                         San Francisco, CA 94105

13. Each Party represents and warrants to the other that it has the authority to execute and deliver this Amendment No. 1.
14. All other terms and conditions of the Agreement remain unchanged and in full force.
15. This Amendment No. 1 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. 1 to the Agreement as of the last date opposite the respective signatures below:

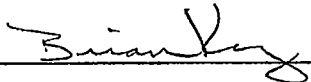
**THE COUNTY OF MONTEREY**

By:   
Director of Planning

Date: 4/9/14

**PROJECT APPLICANT:\***

**CALIFORNIA FLATS SOLAR, LLC**

By:   
Brian Kunz

Its: VICE PRESIDENT  
(Print Name and Title)

Date: 3-27-14



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

By:   
Deputy County Counsel

Date: 3-31-14

\*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-A**

## **AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN RINCON CONSULTANTS, INC. AND THE COUNTY OF MONTEREY FOR THE CALIFORNIA FLATS SOLAR PROJECT ENVIRONMENTAL IMPACT REPORT**

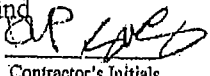
Amendment No. 1 to the Funding Agreement  
California Flats Solar, LLC  
California Flats Solar Project EIR  
RMA — Planning  
Term: March 13, 2013 — March 31, 2015  
Not to Exceed: \$353,595.75

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
RINCON CONSULTANTS, INC.**

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

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on April 17, 2013 (hereinafter, "Agreement"); and

California Flats Solar, LLC

  
Contractor's Initials

3/27 3/27/14  
Date

**WHEREAS**, ~~First Solar Development, LLC~~ (hereinafter, "Project Applicant") has applied to the County for approval of a Combined Development Permit for the California Flats Solar Project (hereinafter, "Project") requiring an Environmental Impact Report (EIR); and

**WHEREAS**, Project Applicant has revised the original project description and site plan for the Project; and

**WHEREAS**, CONTRACTOR has proposed the addition of new tasks and re-evaluation of the original tasks to accommodate the revision to the project description and site plan to complete the Project; and

**WHEREAS**, additional time and funding are required to continue to provide services associated with the completion of the Project; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term to March 31, 2015 and increase the amount by \$68,350 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

1. Amend the first sentence 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 and A-1** in conformity with the terms of this Agreement.

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1; subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$350,425.75.

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

The term of this Agreement is from March 13, 2013 to March 31, 2015, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
5. The "Project Schedule" and "EIR Preparation" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to extend through March 31, 2015, to conform to the amended term of the Agreement.
6. All other terms and conditions of the Agreement remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

COUNTY OF MONTEREY

CONTRACTOR\*

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

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

Rincon Consultants, Inc.  
Contractor's Business Name

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

Its: Stephen Sute, Vice President  
(Print Name and Title)

Date: February 19, 2014

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

Its: Duane Vander Pluym, CFO  
(Print Name and Title)

Date: February 19, 2014

Approved as to Form and Legality  
Office of the County Counsel

By: \_\_\_\_\_  
Deputy County Counsel

Date: 3-31-14

Approved as to Fiscal Provisions

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

Date: 2-20-14

Approved as to Indemnity and Insurance Provisions

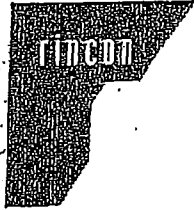
By: \_\_\_\_\_  
Risk Management

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

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



## EXHIBIT A -1 – SCOPE OF SERVICES/PAYMENT PROVISIONS



Rincon Consultants, Inc.  
437 Figueroa Street, Suite 203  
Monterey, California 93940

831 333 0310  
FAX 333 0340

Info@rinconconsultants.com  
www.rinconconsultants.com

February 14, 2014  
Job No. 13-00723

County of Monterey Resource Management Agency  
Planning Department  
168 W. Alisal St., 2nd Floor  
Salinas, CA 93901  
Attn: Delinda Robinson, Senior Planner; Joe Sidor, Associate Planner

SUBJECT: California Flats Solar Project EIR Revised Contract Amendment Request.

Dear Ms. Robinson and Mr. Sidor:

The purpose of this letter is to request an amendment to the March 19, 2013 contract scope of work between Rincon Consultants, Inc. (Rincon) and the County of Monterey for the California Flats Solar Project EIR. The amendment would augment the EIR scope of work and budget to evaluate the revised project description and site plan submitted by the applicant in December 2013. The modifications include the following:

- Increasing the solar panel development area footprint from 2,030 acres to 2,120 acres;
- A new, 157-acre utility corridor to accommodate an above-ground temporary water pipeline, temporary pumping facilities, an electric distribution line, and a redundant communication line;
- A new high-capacity collection system line corridor;
- Relocation of the proposed northern substation and associated switching station;
- Re-alignment of the proposed crossing of Cottonwood Creek;
- Installation of up to four temporary water storage ponds;
- Increasing the construction staging areas located north of State Route (SR) 41; and
- Other minor modifications (e.g., increased height of operations and maintenance building, widened project driveway, elimination of a previously proposed well, elimination of previously proposed on-site water treatment, and the use of mud shaker plates in lieu of a tire washing station).

### ADDITIONAL SCOPE ITEMS

*Task 3.7 Review Updated Technical Memoranda.* To account for the project description modifications, the applicant team will submit memoranda to the County updating the biological resources, cultural resources, drainage, and air quality/greenhouse gas technical analyses. The analyses corresponding to the previous project description were previously peer reviewed by Rincon. It is anticipated that the memoranda will include updated impact calculations and acreage summaries, as well as

Environmental Scientists

Planners

Engineers

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR  
Revised Contract Amendment Request

any additional survey data. Rincon's review of the new memoranda will not include a formal peer review; however, the information will be critically reviewed prior to incorporation into the EIR, and any omissions or substantive errors will be discussed with the County. This task does not include the use of any technical subconsultants.

~~Rincon does not anticipate receiving updated technical memoranda for the following issue areas: geology and soils, water supply, land use and planning, public services, transportation/traffic, and aesthetics. For these areas, Rincon will review the original technical studies (including those for which we provided a formal peer review) and confirm that additional study is not required.~~

*Task 4.2 Update Acoustical Analysis.* Rincon prepared an Acoustical Analysis for the project in August 2013. This report will be updated to reflect the current project description. It is anticipated that the project description changes will not require modifications to the noise modeling or technical analysis; rather, edits will be for consistency with the EIR project description only.

*Task 7.1 Review and Modify Revised Project Description.* As part of this task, Rincon will review the revised project description submitted to the County by the applicant team as track changes to the previously submitted Administrative Draft EIR project description, and accept and/or modify the applicant changed track changes therein, as appropriate. This task will include independent verification of the modifications, as well as revisions to the project description figures to reflect the current proposed site plan. If minor errors or omissions are discovered, Rincon will resolve the error internally as part of this task; however, if fundamental inconsistencies or other substantive errors are discovered, Rincon will alert the County immediately.

applicant team's tracked changes

*Task 8.6 Prepare Second Administrative Draft EIR.* Based on the project description revisions, the previously submitted ADEIR sections will require revision. In addition, sections not submitted to date (including biological resources, alternatives, and the water supply impact) will require updates for consistency with the current project description. For those sections already submitted, it is anticipated that the applicant team will provide track changes revisions to four impact sections reflecting necessary modifications based on the project description changes. As part of this task, Rincon will critically review these tracked changes, accepting and/or modifying them where appropriate. It is assumed that the applicant-provided modifications will generally capture the revisions to the project description, such that Rincon's additional independent effort will be relatively minor. Rincon will review the revised project description, and modify the EIR sections independently, as needed. This will include, but may not be limited to: revising technical information to account for the increased disturbance area and other project description modifications; revising references to project description details that have changed, such as the height of the panels; modifications to existing EIR figures; and other minor consistency edits.

This task additionally includes necessary revisions to the previously submitted ADEIR sections based on comments provided by the applicant to the County, which are

2/19/14  
(Date)  
SRS  
(Consultant Initials)

tracked

## EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR  
Revised Contract Amendment Request

anticipated to be included as part of the forthcoming tracked changes ADEIR sections. It is anticipated that this task will require approximately 24 staff hours. However, if comments are substantial or require additional technical analysis, additional work effort may be required.

Once complete, the Second ADEIR will be submitted to the County for review. This ADEIR will include the previously excluded sections (biological resources, alternatives, water supply impact, and executive summary). This scope of work assumes that comments provided by the applicant on the Second ADEIR will be minor.

*Project Management and Coordination.* This scope amendment includes additional project management and coordination during review of the updated technical memoranda and preparation of the Second ADEIR.

*Screencheck Draft EIR, Draft EIR, Administrative Final EIR, Screencheck Final EIR, and Final EIR.* These tasks will be completed as outlined in the March 19, 2013 scope of work.

### TIMELINE

With the exception of the second Administrative Draft EIR task, the following timeline is consistent with the March 19, 2013 contract scope of work.

- *Second Administrative Draft EIR:* The second Administrative Draft EIR will be completed within four weeks of County receipt of all additional technical information from the applicant. This assumes that review of the technical information does not identify issues that require resolution by the applicant team.
- *Screencheck Draft EIR:* Assuming that the County will deliver comments on the Administrative DEIR within three weeks, Rincon will produce the Screencheck Draft EIR within four weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments, and that no new substantial analysis will be needed as a result.
- *Draft EIR:* Assuming that the County will deliver comments on the Screencheck Draft EIR within one week, Rincon will produce the Draft EIR within one week of receipt of staff screencheck comments. This schedule also assumes that County comments are coordinated into a single consistent set of comments, and that no new substantial analysis will be needed as a result.
- *Administrative Final EIR:* Within six weeks of the close of the Draft EIR circulation period (this period is assumed to extend for seven weeks) and receipt of all written and oral comments, Rincon will deliver a Draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review.

Environmental Scientists

Planners

Engineers

## EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR  
Revised Contract Amendment Request

- *Screencheck Final EIR:* Assuming that the County will deliver comments on the Administrative FEIR within three weeks, Rincon will produce the Screencheck Final EIR within two weeks of receipt of staff comments.
- *Final EIR:* Assuming that the County will deliver comments on the Screencheck Final EIR within one week, Rincon will produce the Final EIR within one week of receipt of staff screencheck comments. This schedule assumes County comments are coordinated into a single consistent set of comments.

Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 33 weeks of receiving the applicant-provided technical memoranda. Assuming this information is received by January 31, 2014, the Final EIR will be complete by mid-September, 2014. Please note that the existing contract expires on September 30, 2014. Therefore, we request that the contract be extended by six months to March 31, 2015.

The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.

### FEE ESTIMATE

We are requesting fees in the amount of \$38,350 to complete this revised scope of work, as shown in the table below. When added to the current authorized budget of \$208,945 (excluding contingency), the total revised budget would be \$247,295.

# EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

California Flats Solar Project EIR  
Revised Contract Amendment Request

## County of Monterey - California Flats Solar Project EIR

Cost Estimate


Revised 2-14-14


| Cost Estimate  |          |                    | Rincon Consultants       |                    |                                      |                         |                           |                 |
|--|----------|--------------------|--------------------------|--------------------|--------------------------------------|-------------------------|---------------------------|-----------------|
| Tasks  | Cost     | Rincon Labor Hours | St. Principal \$219/hour | Principal \$178/hr | Proj. Mgr./St. Planner II \$128/hour | Env. Sci. III \$84/hour | GIS Specialist \$159/hour | Other \$59/hour |
| 3.7 Review Updated Technical Memoranda                                 |          |                    |                          |                    |                                      |                         |                           |                 |
| 3.7.1 Biological Resources   | \$4,460  | 34                 | 2                        | 4                  | 20                                   | 8                       |                           |                 |
| 3.7.2 Cultural Resources   | \$3,090  | 28                 |                          | 2                  | 8                                    | 18                      |                           |                 |
| 3.7.3 Unsealing  | \$2,220  | 14                 | 2                        | 6                  | 8                                    |                         |                           |                 |
| 3.7.4 Air Quality/Greenhouse Gas                                       | \$1,430  | 12                 |                          | 2                  | 4                                    | 6                       |                           |                 |
| 3.7.5 Review Other Reports to Confirm Additional Analysis not Required | \$2,690  | 20                 |                          | 2                  | 18                                   |                         |                           |                 |
| 4.2 Update Acoustical Analysis   | \$1,150  | 10                 |                          | 2                  | 2                                    | 4                       | 2                         |                 |
| 7.1 Review and Modify Revised Project Description                      | \$3,535  | 37                 |                          | 2                  | 4                                    | 12                      | 10                        | 1               |
| 8.6 Second Administrative Draft EIR                                    |          |                    |                          |                    |                                      |                         |                           |                 |
| 8.8.1 EIR Impact Analysis  |          |                    |                          |                    |                                      |                         |                           |                 |
| Aesthetics   | \$1,470  | 11                 |                          | 1                  | 2                                    | 6                       | 2                         |                 |
| Agricultural Resources   | \$1,065  | 10                 |                          | 1                  | 2                                    | 4                       | 3                         |                 |
| Air Quality  | \$270    | 8                  |                          | 1                  | 1                                    | 8                       |                           |                 |
| Biological Resources   | \$1,910  | 18                 | 1                        | 1                  | 2                                    | 8                       | 8                         |                 |
| Cultural Resources   | \$1,470  | 11                 |                          | 1                  | 2                                    | 6                       | 2                         |                 |
| Geology/Soils  | \$1,055  | 10                 |                          | 1                  | 2                                    | 4                       | 3                         |                 |
| Greenhouse Gas Emissions   | \$880    | 8                  |                          | 1                  | 1                                    | 4                       |                           |                 |
| Hazards and Hazardous Materials  | \$810    | 7                  |                          | 1                  | 2                                    | 4                       |                           |                 |
| Hydrology/Water Quality  | \$1,210  | 10                 | 1                        | 1                  | 2                                    | 6                       |                           |                 |
| Land Use and Planning  | \$895    | 8                  |                          | 1                  | 2                                    | 4                       | 1                         |                 |
| Noise  | \$680    | 6                  |                          | 1                  | 1                                    | 4                       |                           |                 |
| Public Services  | \$610    | 7                  |                          | 1                  | 2                                    | 4                       |                           |                 |
| Transportation/Traffic (Rincon Labor Only)                             | \$980    | 8                  |                          | 1                  | 1                                    | 4                       |                           |                 |
| Utilities and Services   | \$810    | 7                  |                          | 1                  | 2                                    | 4                       |                           |                 |
| Effects Found Not to Be Significant                                    | \$910    | 7                  |                          | 1                  | 2                                    | 4                       |                           |                 |
| 8.8.2 Intro, Setting, Other CEQA-Required Sections                     | \$1,140  | 13                 |                          | 1                  | 2                                    | 4                       |                           | 8               |
| Second ADEIR Project Management/Coordination                           | \$3,980  | 28                 |                          | 8                  | 20                                   |                         |                           |                 |
| Subtotal Labor (Base Fee):   | \$38,350 | 328                | 6                        | 44                 | 110                                  | 124                     | 37                        | 7               |
| REQUESTED LABOR + ADDITIONAL COSTS                                     | \$38,350 |                    |                          |                    |                                      |                         |                           |                 |

Per the County's guidance, we are also requesting new contingency funds, in the amount of \$30,000.

Thank you for your consideration of this request to provide additional environmental consulting services for this project. Please call Megan Jones or Richard Daulton directly if you have any questions or need any additional information.

Sincerely,  
RINCON CONSULTANTS, INC.

  
Megan Jones, MPP  
Senior Program Manager

  
Richard Daulton, MURP  
Principal

Environmental Scientists

Planners

Engineers

## EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered or monthly (by the tenth day of the month) and shall include the following:

#### 1. Invoice Coversheet

*Rincon Consultants, Inc.*  
*California Flats Solar Project Environmental Impact Report*

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

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

Original Agreement Term: *March 13, 2013 - December 31, 2014*  
Original Agreement Amount: *\$282,075.75 (\$208,945.00 base budget plus \$73,130.75 project contingency)*  
Amendment No. 1: *\$68,350.00 (\$38,350.00 base budget plus \$30,000.00 project contingency)*  
*Extension of Term to March 31, 2015*

|               |       |            |  |  |  |
|---------------|-------|------------|--|--|--|
| This Invoice: |       | 3.7        | Review Updated Technical Memoranda                               |  |  |
| 1.            | 3.7.1 | \$4,460.00 | Biological Resources   |  |  |
| 2.            | 3.7.2 | \$3,090.00 | Cultural Resources   |  |  |
| 3.            | 3.7.3 | \$2,220.00 | Drainage   |  |  |
| 4.            | 3.7.4 | \$1,430.00 | Air Quality/Greenhouse Gas                                       |  |  |
| 5.            | 3.7.5 | \$2,680.00 | Review Other Reports to Confirm Additional Analysis Not Required |  |  |
| 6.            | 4.2   | \$1,150.00 | Update Acoustical Analysis                                       |  |  |
| 7.            | 7.1   | \$3,585.00 | Review and Modify Revised Project Description                    |  |  |
| 8.            | 8.6   |            | Second Administrative Draft EIR                                  |  |  |
|               | 8.6.1 |            | EIR Impact Analysis  |  |  |
| 8.            |       | \$1,170.00 | Aesthetics   |  |  |
| 9.            |       | \$1,065.00 | Agricultural Resources   |  |  |
| 10.           |       | \$ 870.00  | Air Quality  |  |  |
| 11.           |       | \$1,910.00 | Biological Resources   |  |  |
| 12.           |       | \$1,170.00 | Cultural Resources   |  |  |
| 13.           |       | \$1,065.00 | Geology/Soils  |  |  |
| 14.           |       | \$ 680.00  | Greenhouse Gas Emissions   |  |  |
| 15.           |       | \$ 810.00  | Hazards and Hazardous Materials                                  |  |  |
| 16.           |       | \$1,210.00 | Hydrology/Water Quality  |  |  |
| 17.           |       | \$ 895.00  | Land Use and Planning  |  |  |
| 18.           |       | \$ 680.00  | Noise  |  |  |
| 19.           |       | \$ 810.00  | Public Services  |  |  |
| 20.           |       | \$ 680.00  | Transportation/Traffic (Rincon Labor Only)                       |  |  |
| 21.           |       | \$ 810.00  | Utilities and Services   |  |  |

## EXHIBIT A -1 -- SCOPE OF SERVICES/PAYMENT PROVISIONS

|     |       |            |  |       |
|-----|-------|------------|--|-------|
| 22. |       | \$ 810.00  | Effects Found Not to Be Significant          | _____ |
| 23  | 8.6.2 | \$1,140.00 | Intro, Setting, Other CEQA-Required Sections | _____ |
| 24. |       | \$3,960.00 | Second ADEIR Project Management/Coordination | _____ |

Grand Total:

\$38,350.00

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

Approved as to Work/Payment:

Delinda Robinson, Senior Planner

\_\_\_\_\_  
Date

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

### 2. Invoice Detail

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

### 3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (contingency increased in the amount of \$30,000 for a total amount not to exceed \$103,130.75) 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 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 his absence, designee. Within ten 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 his decision in writing to the Project Applicant, and CONTRACTOR.

## EXHIBIT A -1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Unless he denies the recommended transfer, the Director of Planning or designee 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 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.



**AGREEMENT AND CONSENT TO ASSIGNMENT OF FUNDING AGREEMENT  
(NO. A-12433) DATED APRIL 17, 2013, BETWEEN COUNTY OF MONTEREY AND  
CALIFORNIA FLATS SOLAR, LLC, A DELAWARE LIMITED LIABILITY  
COMPANY, BY ELEMENT POWER US, LLC, ITS MANAGER (ASSIGNOR) TO  
FIRST SOLAR DEVELOPMENT COMPANY LLC, A DELAWARE CORPORATION,  
SOLE MEMBER OF CALIFORNIA FLATS SOLAR, LLC (ASSIGNEE)**

This Agreement and Consent to Assignment is provided by Monterey County (hereinafter, "County") for the benefit of Element Power US, LLC, Manager of California Flats Solar, LLC, a Delaware limited liability company (hereinafter, "Assignor" and sometimes referred to as "PROJECT APPLICANT") and First Solar Development, LLC, a Delaware Corporation, as the Sole Member of California Flats Solar, LLC, (hereinafter, "Assignee") and is effective as of August 15, 2013 (hereinafter, "Assignment Date"), which is the effective date of the "Written Consent of the Sole Member of California Flats Solar, LLC" and the "Amended and Restated Limited Liability Agreement" attached hereto and incorporated by this reference and collectively referred to as Exhibit "A".

**RECITALS**

- A. Whereas, Assignor and County entered into a Funding Agreement, Agreement No. A-12433, dated April 17, 2013, as modified by any and all addendums, amendments and exhibits thereto (collectively and hereinafter, "Funding Agreement") on file with the County of Monterey, Resource Management Agency – Planning Department and incorporated herein by this reference as though fully attached hereto; and
- B. Whereas, on August 15, 2013 ("Assignment Date"), Assignee executed the "Written Consent of the Sole Member of California Flats Solar, LLC" and the "Amended and Restated Limited Liability Agreement" collectively referred to as Exhibit "A" attached hereto and incorporated by this reference; and
- C. Whereas, Assignor has transferred certain of its assets to Assignee as reflected in the "Assignment of Membership Interests" dated as of August 5, 2013 (the "Effective Date") attached hereto and incorporated by this reference as Exhibit "B". In connection with the transfer of such assets, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest in and to the Funding Agreement which relate to the period on or after the Assignment Date (hereinafter, "Assignment"); and,
- D. Whereas, Funding Agreement, at Section 12. Assignment provides that, *"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."*

**PARTIES CONSENT TO ASSIGNMENT**

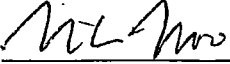
- 1. County hereby consents to the Assignment of said Funding Agreement No. A-12433 to Assignee, effective as of the Assignment Date of August 15, 2013, and acknowledges

that said Assignment shall not constitute or be deemed to be a breach of said Funding Agreement by Assignor.

2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Funding Agreement No. A-12433 arising on or after the Assignment Date of August 15, 2013, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Funding Agreement arising on or after the Assignment Date of August 15, 2013.
3. Assignee consents to the Assignment of Funding Agreement No. A-12433 by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to County under said Funding Agreement dated April 17, 2013 arising on or after the Assignment Date of August 15, 2013:
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment

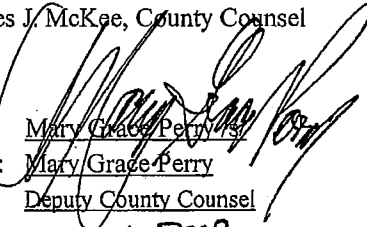
COUNTY:

ASSIGNEE: California Flats Solar, LLC by  
First Solar Development, LLC,  
Its Sole Member

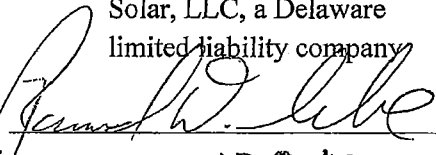
By:   
Name: Mike Novo, AICP  
Title: Director of Planning  
Date: 10/8/13

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Approved as to form and legality:  
Office of the County Counsel  
Charles J. McKee, County Counsel

By:   
Name: Mary Grace Perry  
Title: Deputy County Counsel  
Date: 10-4-2013  
September 23, 2013

ASSIGNOR: Element Power US, LLC,  
Manager of California Flats  
Solar, LLC, a Delaware  
limited liability company

By:   
Name: Raimund D. Grube  
Title: President & COO  
Date: 9/26/13

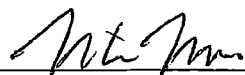
2.2  
Jmg 10.4.13

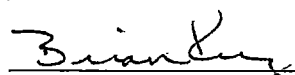
that said Assignment shall not constitute or be deemed to be a breach of said Funding Agreement by Assignor.

2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Funding Agreement No. A-12433 arising on or after the Assignment Date of August 15, 2013, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Funding Agreement arising on or after the Assignment Date of August 15, 2013.
3. Assignee consents to the Assignment of Funding Agreement No. A-12433 by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to County under said Funding Agreement dated April 17, 2013 arising on or after the Assignment Date of August 15, 2013.
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment

COUNTY:

ASSIGNEE: California Flats Solar, LLC by  
First Solar Development, LLC,  
Its Sole Member

By:   
Name: Mike Novo, AICP  
Title: Director of Planning

By:   
Name: Brian Kunz  
Title: Vice President, Project Development

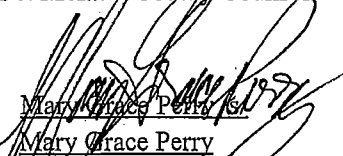
Date: 10/8/13

Date: September 24, 2013

Approved as to form and legality:

Office of the County Counsel

Charles J. McKee/County Counsel

By:   
Name: Mary Grace Perry  
Title: Deputy County Counsel

Date: 10-4-2013  
September 23, 2013

ASSIGNOR: Element Power US, LLC,  
Manager of California Flats  
Solar, LLC, a Delaware  
limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

*neg 10/4/13*  
2.1

**EXHIBIT A**  
**TO THE AGREEMENT AND CONSENT TO ASSIGNMENT**  
**OF FUNDING AGREEMENT NO. A-12433**

**WRITTEN CONSENT  
OF THE SOLE MEMBER OF  
CALIFORNIA FLATS SOLAR, LLC**

**August 15, 2013**

---

The undersigned sole member ("Sole Member") of California Flats Solar, LLC, a Delaware limited liability company (the "Company"), hereby consents to and adopts the following resolutions by written consent in accordance with the Delaware Limited Liability Company Act and the Company's Limited Liability Company Agreement (the "LLC Agreement"):

**Amendment and Restatement of LLC Agreement**

**WHEREAS**, the Sole Member is vested with the power and authority to amend the Company's LLC Agreement and believes it is in the best interests of the Company to amend and restate the LLC Agreement, in the form attached hereto as Exhibit A (the "Amended and Restated LLC Agreement");

**NOW THEREFORE BE IT RESOLVED**, that the Amended and Restated LLC Agreement is hereby adopted and approved.

**Appointment of Officers of the Company**

**WHEREAS**, the Sole Member of the Company is vested with the power and authority to appoint officers of the Company and believes it is in the best interests of the Company to do so;

**NOW THEREFORE BE IT RESOLVED**, that all existing officers of the Company are removed as officers of the Company and each of the following persons is hereby appointed to the office or offices of the Company set forth opposite his or her name, each to hold such position until his or her respective successor is duly appointed or until his or her earlier resignation or removal:

Tim Rebhorn, President

Lou Moore, VP, EPC

Brian Kunz, Vice President Project Development

Alex Bradley, Vice President, Project Finance

Bryan Schumaker, Vice President Corporate Controller

David Brady, Vice President Treasurer

Steve Robertson, Vice President, Tax

Mary Beth Gustafsson, Vice President and Secretary

Beth Deane, Vice President and Assistant Secretary

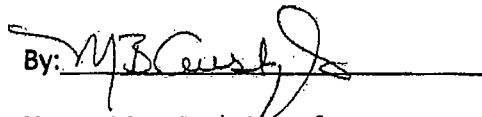
Jason Dymbort, Vice President and Assistant Secretary

Dana Diller, Vice President Business Development

**IN WITNESS WHEREOF**, the undersigned has executed this Written Consent as of the date first written above.

**Sole Member:**

First Solar Development, LLC

By: 

Name: Mary Beth Gustafsson

Title: Vice President and Secretary

**EXHIBIT A**

**Amended and Restated LLC Agreement**

## CALIFORNIA FLATS SOLAR, LLC

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement") dated as of August 15, 2013 of California Flats Solar, LLC (the "Company"), is adopted by First Solar Development, LLC, a Delaware limited liability company (the "Member"), as the sole member.

### Preliminary Statements

The Company was formed on December 5, 2011, pursuant to and in accordance with the Limited Liability Company Act of the State of Delaware, as amended from time to time (the "Act").

The Member desires to amend and restate the existing Limited Liability Company Agreement of the Company, as more particularly set forth herein.

WHEREAS, the Member, by execution of this Agreement, hereby amends and restates the Limited Liability Company Agreement of the Company pursuant to and in accordance with the Act, and hereby agrees as follows:

1. Name; Place of Business. The name of the Company is California Flats Solar, LLC. The principal place of business of the Company shall be c/o First Solar, Inc., 350 West Washington Street, Suite 600, Tempe, Arizona 85281, or such other location as may hereafter be determined by the Member.

2. Purpose. The Company's business and purpose shall be the conduct of any business or activity that may be conducted by a limited liability company organized pursuant to the Act.

3. Registered Office. The registered office of the Company in the State of Delaware is as follows: c/o Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

4. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is as follows: Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Delaware 19801.

5. Certificates of Interest. The Company may issue certificates (each, a "Certificate of Interest") in respect of the Member's ownership interest in and rights with respect to the Company, including its interest in the capital, profits, losses and distributions of the Company (a "Membership Interest"). The Member hereby specifies that any such Certificates of Interest (and the Membership Interests represented thereby) are securities governed by Article 8 and all other provisions of the Uniform Commercial Code as in effect in the State of Delaware and pursuant to the terms of Section 8-103(c) of the Uniform Commercial Code, such interests shall be "securities" for all purposes under such Article 8 and under all other provisions of the Uniform Commercial Code. Any Certificates of Interest shall be recorded in a register thereof maintained



by the Company and shall be subject to such rules for the issuance thereof in compliance with this Agreement and as the Member may from time to time determine.

6. Member. The name and the business, residence or mailing address of the Member is as follows:

Name:  
First Solar Development, LLC.

Address:  
350 West Washington Street, Suite 600  
Tempe, Arizona 85281  
Fax: (602) 414-9400

7. Management. The Company shall be managed by the Member, and the Member may exercise all powers of the Company and do all lawful acts and things as the Member may determine to be necessary or appropriate in the ordinary course of the trade or business of the Company. Any action taken by the Member on behalf of the Company shall constitute an act of and serve to bind the Company. In dealing with the Member on behalf of the Company, no person or entity shall be required to inquire into the authority of the Member to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of the Member as set forth in this Agreement.

8. Officers. The Member may, from time to time, appoint one or more officers with such titles as may be designated by the Member to act in the name and on behalf of the Company. Each officer designated by the Member is authorized by the Member to exercise all powers of the Company and do all lawful acts and things as such officer may determine to be necessary or appropriate in the ordinary course of the trade or business of the Company. Each officer shall act pursuant to such delegated authority until such officer dies, resigns, is no longer employed by the Company or any of its affiliates or is removed by the Member. Any officer may be removed by the Member at any time with or without cause. Any action taken by an officer designated by the Member shall constitute the act of and serve to bind the Company. In dealing with the officers acting on behalf of the Company, no person or entity shall be required to inquire into the authority of the officers to bind the Company. Persons and entities dealing with the Company are entitled to rely conclusively on the power and authority of any officer set forth in this Agreement and any instrument designating such officer and the authority delegated to him or her.

9. Execution of Documents. With respect to all of its obligations, powers and responsibilities under this Agreement, the officers of the Company, and each of them, is authorized to execute and deliver, for and on behalf of the Company, such promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness, contracts, agreements, assignments, documents, deeds, leases, loan agreements, mortgages, security agreements, guaranties, certificates, registrations, applications, notices and other documents, instruments and agreements ("Agreements") on such terms and conditions as the Member or officers deem proper, the execution of such Agreements by such persons to be conclusive evidence of such authorization and approval and ratification thereof by the Member and the Company, all without further act, vote or approval of any person or entity notwithstanding anything to the contrary contained in this Agreement.

10. Actions on behalf of Subsidiaries. If the Company has one or more subsidiaries and is called upon to approve or authorize a matter of a subsidiary, approval or authorization by the Member or any officer designated by the Member shall constitute approval by the Company.

11. Capital Contributions. The Member has contributed the following amounts, in cash, and no other property to the Company: \$1.00.

12. Additional Contributions. The Member is not required to make any additional capital contributions to the Company; provided, however, the Member may elect in its sole and absolute discretion to make additional capital contributions.

13. Tax Treatment. The Member intends that the Company be disregarded as a separate entity for U.S. Federal income tax purposes pursuant to Treasury Regulation Section 301.7701-3, and no election to the contrary shall be filed by or on behalf of the Company. Accordingly, the Member shall, for tax purposes, be treated as the owner of the Company's assets, and all income, gain, loss, deduction and credit of the Company shall be reported by the Member on its own returns.

14. Distribution. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law. The Member shall not have the status of a creditor with respect to any distribution pursuant to this Section 14.

15. Dissolution.

(a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the election of the Member to dissolve the Company or (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act.

(b) The bankruptcy (as defined in Section 18-101(1) of the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

(c) The death, dissolution, liquidation, termination or adjudication of incompetency of a member of the Company shall not cause the termination or dissolution of the Company, and the business of the Company shall continue. Upon any such occurrence, the trustee, receiver, executor, administrator, committee, guardian or conservator of such member shall have all the rights of such member for the purpose of settling or managing its estate or property. In the event that, at any time, there are no members of the Company, the Company shall not be dissolved or wound up and the personal representative of the last remaining member (or its nominee or designee) shall continue the Company and such personal representative (or its nominee or designee) shall be admitted as a member of the Company, effective as of the occurrence of the event that terminated the membership of the last remaining member.

The foregoing provisions of this Article shall govern over any contrary or inconsistent provision in this Agreement or any other document or instrument governing the affairs of the Company.

16. Liquidation. Upon a dissolution pursuant to Section 15, the Company's assets shall be liquidated in an orderly manner. The Member or its designee shall be the liquidator to wind up the affairs of the Company pursuant to this Agreement. In performing its duties, the liquidator is authorized to sell, distribute, exchange or otherwise dispose of the Company's assets in accordance with the Act in any reasonable manner that the liquidator shall determine. The assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

17. Title to Company Property. All property owned by the Company shall be owned by the Company as an entity and, insofar as permitted by applicable law, no Member shall have any ownership interest in any Company property in its individual name or right, and each Member's interest in the Company shall be personal property for all purposes. The foregoing provisions shall govern over any contrary or inconsistent provision in this Agreement or any other document or instrument governing the affairs of the Company.

18. Indemnification.

(a) The Company shall indemnify, defend and hold harmless the Member, each officer of the Company, and each of their respective affiliates, officers, directors, controlling persons, partners, members, employees, and shareholders, together with their respective successors and assigns, heirs, executors and administrators, (each, an "Indemnified Person") from and against any and all losses, claims, costs, damages, liabilities, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from or incurred or imposed upon such Indemnified Person in connection with any and all claims, demands, actions, suits or other proceedings, whether civil, criminal, administrative or investigative, which relate to the status or activities as a Member or officer, or to the Company's property, business or affairs ("Claims"). An Indemnified Person's expenses (including attorneys' fees) paid or incurred in investigating, preparing or defending itself against any Claim shall be reimbursed as paid or incurred. This Section 18 shall not apply with respect to any Indemnified Person for that portion of any Claim determined by the final decision (from which an appeal cannot be taken or is not timely taken) of a court of competent jurisdiction to have been caused by the fraud, gross negligence or willful misconduct of such Indemnified Person. Any payments made to or on behalf of an Indemnified Person who is later determined not to be entitled to such payments shall be refunded to the Company promptly following such determination.

(b) The right to indemnification and the advancement of expenses conferred in this Section 18 shall not be exclusive of any other right which any Indemnified Person may have or hereafter acquire under any statute, agreement, decision of the Member or otherwise.

(c) The Company may maintain insurance, at its expense, to protect any person or entity against any expense, liability or loss, to the extent the Company would have the power to indemnify such person or entity against any such expense, liability or loss under the Act.

19. Limitation of Liability. The Member may exercise any of the powers granted to it by this Agreement either directly or by or through its agents, and shall not be responsible for any

misconduct or negligence on the part of any such agent appointed by the Member (so long as such agent was selected in good faith and with due care). No person or entity who is a member or officer of the Company shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise, solely by reason of being member or officer of the Company. The Member shall not have any liability for the obligations or liabilities of the Company except as provided in the Act and the following sentence: The Member's liability for Company liabilities and losses shall be limited to the Company's assets; provided that the Member shall be required to return to the Company any distributions made to it in violation of the Act.

20. Expenses. The Company shall pay for all expenses incurred in connection with the operation of the Company's business. The Member and the officers, employees and agents of the Company shall be entitled to receive out of Company funds reimbursement of all Company expenses expended by such persons.

21. Amendments. Amendments to this Agreement may be made only by an instrument signed by the Member.

22. Amendment of Certificate. In the event this Agreement shall be amended pursuant to Section 21 hereof, the Member shall amend the Certificate of the Company to reflect such change if it deems such amendment of the Certificate to be necessary or appropriate.

23. Books and Records. The Member shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Member. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor shall be an independent public accounting firm selected by the Member.

24. Assignments. The Member may assign in whole or in part its Membership Interest in the Company. If the Member transfers all of its Membership Interest in the Company pursuant to this Section 24, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Any other transferee shall be admitted only with the consent of the Member and upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement.

25. Resignation. The Member may not resign from the Company except in connection with a transfer of all of its Membership Interest.

26. Admission of Additional Members. One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

27. Benefits of Agreement; No Third-Party Rights. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any

creditor of any Member. Nothing in this Agreement shall be deemed to create any right in any person (other than Indemnified Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third party.

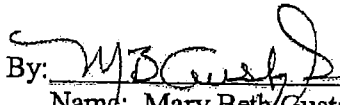
28. Severability of Provisions. Each provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

29. Notices. Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt: (a) in the case of the Company, to the Company at its address in Section 1, (b) in the case of the Member, to the Member at its address in Section 6 and (c) in the case of either of the foregoing, at such other address as may be designated by such party in writing from time to time.

30. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, all rights and remedies being governed by said laws.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first above written.

FIRST SOLAR DEVELOPMENT, LLC, as its sole member,

By:   
Name: Mary Beth Gustafsson  
Title: Vice President and Secretary

**EXHIBIT B**  
**TO THE AGREEMENT AND CONSENT TO ASSIGNMENT**  
**OF FUNDING AGREEMENT NO. A-12433**

## ASSIGNMENT OF MEMBERSHIP INTERESTS

THIS ASSIGNMENT OF MEMBERSHIP INTERESTS (this “**Assignment**”), dated as of August 5, 2013 (the “**Effective Date**”), is made and entered into by and between Element Power Solar, LLC, a Delaware limited liability company (“**US Seller**”), Element Power México S. de R.L. de C.V. (“**EP Mexico**”), and Element Power España, S.L.U. (“**EP España**” and together with US Seller and EP Mexico, the “**Assignors**”), First Solar Development, LLC, a Delaware corporation (“**FSD LLC**”), First Solar Energía México, S. de R.L. de C.V. (“**FS Energía MX**”) and First Solar Mexico Project Holdings, LLC, a Delaware limited liability company (“**FS Mexico Holdings**” and together with FSD LLC and FS Energía MX (“**Assignees**”). Assignors and Assignees are referred to herein, collectively, as the “**Parties**” and each, individually, as a “**Party**”.

### RECITALS

WHEREAS, Assignors own, beneficially and of record, all of the outstanding membership interests in the companies listed in Annex A hereto (collectively, the “**Acquired Interests**”); and

WHEREAS, Assignors and Assignees have entered into that certain Purchase and Sale Agreement, dated as even date herewith (the “**PSA**”), pursuant to which Assignors have agreed to sell and assign and Assignees have agreed to purchase and assume, among other things, the Acquired Interests.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Assignment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Section 1.01 Defined Terms. Capitalized terms used but not defined herein shall have the meaning prescribed to such terms in the PSA.

Section 1.02 Assignment of Acquired Interests. From and after the Effective Date, Assignors hereby transfer, assign, convey and deliver to Assignees all of Assignors’ right, title and interest in and to the Acquired Interests, free and clear of all Liens other than pursuant to applicable securities Laws.

Section 1.03 Assumption of Acquired Interests. From and after the Effective Date, Assignees hereby accept and assume all of Assignors’ obligations and Liabilities, to the extent they arise or relate to periods following the Effective Date, with respect to the Acquired Interests.

Section 1.04 Further Assurances. Assignors hereby agrees to promptly execute and deliver such instruments and documents (in form and substance reasonably acceptable to the parties) and take such further action that may be reasonably necessary or desirable in order to give effect to the intent of this Assignment.

Section 1.05 Successors and Assigns. This Assignment is binding upon, inures to the benefit of and is enforceable by the Parties and their respective successors and assigns.

Section 1.06 Facsimile Signature; Counterparts. This Assignment may be executed by facsimile signature in any number of counterparts (or by combining facsimile and/or original signatures into one or more counterparts), each of which will be deemed an original, but all of which together will constitute one and the same instrument.

Section 1.07 Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the principles of conflicts of laws thereof.

Section 1.08 PSA Terms. This Assignment shall, in every respect, be subject to and governed by the terms of the PSA. To the extent conflict this Assignment conflicts with the PSA, the PSA will control.

*[Signature Page Follows]*



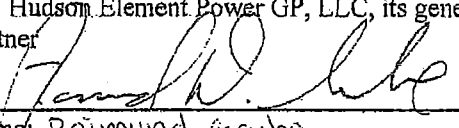
IN WITNESS WHEREOF, the Parties have caused this Assignment to be duly executed and delivered as of the Effective Date.

**"Assignors"**

Element Power Solar, LLC,

By: Element Power US, L.P., its manager

By: Hudson Element Power GP, LLC, its general partner

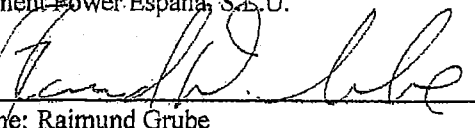
By:   
Name: Raimund Grube  
Title: Director

Element Power México S. de R.L. de C.V.

By:   
Name: Raimund Grube  
Title: Director

By:   
Name: Ismael Rodelgo  
Title: Director

Element Power España, S.L.U.

By:   
Name: Raimund Grube  
Title: Representative

**"Assignees"**

First Solar Development, LLC,  
a Delaware limited liability company

By: Brian Kunz  
Name: Brian Kunz  
Title: Vice President, Project Development

First Solar Energía México, S de R L de C V

By: Brian Kunz  
Name: Brian Kunz  
Title: Vice President, Project Development

First Solar Mexico Project Holdings, LLC,  
a Delaware limited liability company

By: Brian Kunz  
Name: Brian Kunz  
Title: Vice President, Project Development

ANNEX A

PROJECT COMPANIES

|   |
|---|
| Alpine 1 Solar, LLC                             |
| California Flats Solar, LLC                     |
| Copper Rays Solar, LLC                          |
| Great Valley Solar Farm, LLC                    |
| Rocky River Solar, LLC                          |
| Rising Paladin Solar Farm, LLC                  |
| Sun Streams, LLC                                |
| Wheeler, LLC                                    |
| Dixie Baker, LLC                                |
| Illinois Solar, LLC                             |
| Chase Solar, LLC                                |
| Boone Solar, LLC                                |
| Element Power Solar Bizani, S. de R.L. de C.V.  |
| Element Power Solar Costa S. de R.L. de C.V.    |
| Element Power Solar Zopola, S. de R.L. de C.V.  |
| Element Power Solar Viejito, S. de R.L. de C.V. |

This page intentionally left blank



## Monterey County

### Board Order

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

#### Agreement No.: A-12432; A-12433

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

- a. Approved a Professional Services Agreement with Rincon Consultants, Inc. where the Base Budget is \$208,945.00 and the Contingency budget is \$73,130.75, for a total amount not to exceed \$282,075.75 to provide an Environmental Impact Report (EIR) for the California Flats Solar Project (PLN120294) in South County, for a term effective March 13, 2013 through December 31, 2014; and
- b. Approved a Funding Agreement with California Flats Solar, LLC where the Base Budget is \$208,945.00, the Contingency budget is \$73,130.75, and the County contract administration fee is \$3,170.00, for a total amount not to exceed \$285,245.75 to allow funding to Monterey County for costs incurred by Rincon Consultants, Inc. and County departments to provide an EIR for the California Flats Solar Project (PLN120294) in South County, for a term effective March 13, 2013 through December 31, 2014; and
- c. Authorized the Director of Planning to execute the Professional Services Agreement, Funding Agreement and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.  
(PLN120294/Environmental Impact Report for the California Flats Solar Project, in South County)

PASSED AND ADOPTED on this 9th day of April 2013, by the following vote, to wit:

AYES: Supervisors Armenta, Calcagno, Salinas, Parker, and Potter

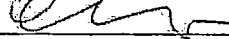
NOES: None

ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 76 for the meeting on April 9, 2013.

Dated: April 17, 2013  
File Number: 13-0316

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

By   
Deputy

**FUNDING AGREEMENT  
FOR THE  
CALIFORNIA FLATS SOLAR 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 California Flats Solar, LLC, hereinafter, "PROJECT APPLICANT", (collectively, "the Parties") with reference to the following facts and circumstances as of the last date opposite the respective signatures:

**RECITALS**

A. PROJECT APPLICANT has applied to County for a Combined Development Permit. The Parties understand and agree that a Development Agreement may be considered as part of this application to construct and operate a 280 megawatt (MW) alternating current (AC) photovoltaic (PV) solar energy project on approximately 2,675 acres of a larger property in southeastern Monterey County, California, near the borders of Monterey County, San Luis Obispo County, Kings County and Fresno County. The proposed California Flats Solar project includes solar arrays, related structures, electrical equipment and infrastructure improvements, including two (2) substations and a switching station that will provide an interconnect to Pacific Gas & Electric Company's (PG&E) 230 Kilovolt (kV) transmission line which transects the project site, and an operations and maintenance (O&M) facility. Project improvements will be located on approximately 1,900 acres of the site. Primary access to the site will be provided from an existing private driveway off of California State Route 41 (SR 41), and emergency access also will be available from Turkey Flat Road, which intersects with Cholame Road, 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 Director of Monterey County 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 completing 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. This AGREEMENT also covers the County fee for contract administration.

F. The County department costs associated with processing the application and completion of the EIR for the PROJECT, other than contract administration, will be funded through separate land use application fees to be paid by the PROJECT APPLICANT pursuant to the current Monterey County Land Use Fee Schedule, attached to this AGREEMENT as "Exhibit 2", and incorporated herein by reference. These land use application fees are separate from and in addition to the funding provided by the PROJECT APPLICANT pursuant to this AGREEMENT.

G. 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 and County Fee for Contract Administration.

- a. PROJECT APPLICANT shall make a first deposit in the amount equal to the CONTRACTOR's Base Budget for Tasks 1 through 8 and the County's Contract Administration Fee. This amount totals \$109,190.00 and includes:

|  |              |
|--|--------------|
| CONTRACTOR'S Base Budget (Tasks 1 - 8):              | \$106,020.00 |
| County Contract Administration Fee (non-refundable): | \$ 3,170.00  |

PROJECT APPLICANT shall deposit a total amount of \$109,190.00 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 April 9, 2013.

PROJECT APPLICANT's deposit of \$109,190.00 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 the CONTRACTOR's Base Budget for Tasks 9 through 14, Project Management/Coordination, and Additional Costs. This amount totals \$102,925.00 and includes:

|   |              |
|---|--------------|
| CONTRACTOR's Base Budget (Tasks 9 – 14):                    | \$ 47,810.00 |
| CONTRACTOR's Base Budget (Project Management/Coordination): | \$ 11,380.00 |
| CONTRACTOR's Base Budget (Additional Costs):                | \$ 43,735.00 |

PROJECT APPLICANT shall deposit a total amount of \$102,925.00 with County Planning. This second deposit shall be made with County on August 1, 2013.

PROJECT APPLICANT's deposit of \$102,925.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Thirty-five Percent (35%) Project Contingency. An additional thirty-five percent to CONTRACTOR's Base Budget shall be included in the PSA between County and CONTRACTOR to cover contingencies. This 35% Project Contingency totals \$73,130.75, 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 California Flats Solar Project EIR*, of the PSA.

3. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$285,245.75.

|  |              |
|--|--------------|
| CONTRACTOR's Base Budget:                            | \$208,945.00 |
| County Contract Administration Fee (non-refundable): | \$ 3,170.00  |
| Project Contingency:                                 | \$ 73,130.75 |

|  |                     |
|--|---------------------|
| <u>Maximum Charge Under AGREEMENT:</u> | <u>\$285,245.75</u> |
|--|---------------------|

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 completing the EIR for the California Flats Solar 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 \$208,945.00.

Should this AGREEMENT be terminated prior to December 31, 2014, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

b. County Contract Administration Fee

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

c. Project Contingency

An additional thirty-five percent (35%) of CONTRACTOR's Base Budget, in an amount not to exceed \$73,130.75, 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.

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.

d. Land Use Application Fees

The PROJECT APPLICANT agrees that PROJECT APPLICANT will separately pay land use application fees to cover all County staff costs associated with the PROJECT in accordance with the current County of Monterey Land Use Fee Schedule. The fee schedule applicable to the PROJECT is dated July 1, 2012 and is attached to this AGREEMENT as "Exhibit 2". PROJECT APPLICANT agrees to pay any remaining amounts due and owing for the required deposit upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for April 9, 2013.

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 March 13, 2013 and continue through December 31, 2014, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on December 31, 2014, 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, for all work completed by the CONTRACTOR that is within the Base Budget or the Project Contingency funds previously approved by the County and the PROJECT APPLICANT.

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 Professional Services Agreement between CONTRACTOR and County. In the event of a conflict between the provisions of AGREEMENT and the Professional Services Agreement between County and CONTRACTOR, the provisions of AGREEMENT shall govern.

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: John Gaglioti, Senior Project Developer  
California Flats Solar, LLC  
421 SW Sixth Avenue, Suite 1000  
Portland, OR 97024

WITH A COPY TO:

TO PROJECT  
APPLICANT'S  
ATTORNEY: Marc Ebbin, Member  
Ebbin Moser + Skaggs, LLP  
550 Montgomery Street, Suite 900  
San Francisco, CA 94111

TO PROJECT  
APPLICANT'S  
REPRESENTATIVE: Denise Duffy, President  
Denise Duffy & Associates, Inc.  
947 Cass Street, Suite 5  
Monterey, CA 93940

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 last date opposite the respective signatures below.

THE COUNTY OF MONTEREY

By:   
Director of Planning

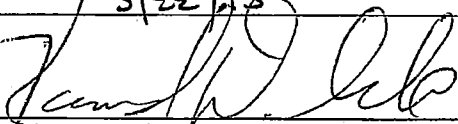
Date: 4/17/13

PROJECT APPLICANT\*

California Flats Solar, LLC By:  By: Element Power  
US, LLC, its Manager  
(Signature of Chair, President or Vice President)

Its: Ty Daul  
Chief Executive Officer  
(Print Name and Title)

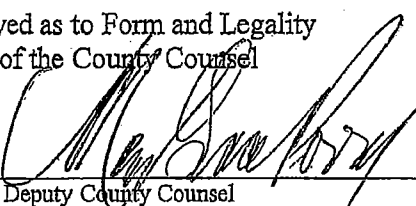
Date: 3/22/13

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

Its: Raymond D. Grobe - President + COO  
(Print Name and Title)

Date: 3/22/13

Approved as to Form and Legality  
Office of the County Counsel

By:   
Deputy County Counsel

Date: 3-25-2013

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

# **EXHIBIT 1**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
RINCON CONSULTANTS, INC. . . . .  
AND THE COUNTY OF MONTEREY  
FOR THE  
CALIFORNIA FLATS SOLAR PROJECT  
ENVIRONMENTAL IMPACT REPORT**

Funding Agreement  
California Flats Solar, LLC  
California Flats Solar Project EIR  
RMA – Planning  
Term: March 13, 2013 – December 31, 2014  
Not to Exceed: \$285,245.75

**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 California Flats Solar Project.

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 \$ 282,075.75.

3. **TERM OF AGREEMENT.** The term of this Agreement is from March 13, 2013 to December 31, 2014, 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.

#### 9.0.1 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 coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current 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  | Richard Daulton, Principal   |
| Name and Title  | Name and Title   |
| County of Monterey Resource Management Agency<br>168 W. Alisal Street, 2nd Floor<br>Salinas, CA 93901 | Rincon Consultants, Inc.<br>437 Figueroa Street, Suite 203<br>Monterey, CA 93940 |
| Address   | Address  |
| (831) 755-8966  | (831) 333-0310   |
| 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: [Signature]  
Department Head (if applicable)

Date: 4/17/13

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

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

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

By: [Signature]  
County Counsel

Date: April 3, 2013

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

By: [Signature]  
Auditor/Controller

Date: 4/17/13

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)\*

Michael P. Galletta, President  
Name and Title

Date: 3/20/2013

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

Dianne VanderPlagen, CFO  
Name and Title

Date: 3/20/2013

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**

### **GENERAL WORK PROGRAM**

This section outlines our general work scope to complete the technical peer review and CEQA process.

#### **Task 1 – Project Initiation and Data Collection**

Our initial task would be to meet with County staff and the applicant team, as appropriate, to determine the availability and status of existing technical studies that have been prepared for the project and that will form the basis for the EIR. This task includes the kickoff meeting, basic data gathering, and data review. Rincon's Project Manager or Principal-in-Charge will be available to attend up to five (5) meetings with County staff to discuss project needs, define the specific work program, confirm staff expectations, and define the level of detail required and schedule.

#### **Task 2 – Notice of Preparation**

Rincon will prepare the Notice of Preparation (NOP) in accordance with CEQA Guidelines Section 15082. The NOP will include a brief project description and summary of issues to be addressed in the EIR. Rincon will provide a draft of the NOP to the County for review and comment, and will incorporate County comments into a final NOP for circulation to concerned agencies and organizations. We assume that County staff will be responsible for circulation of the NOP, though Rincon staff will be available to assist as necessary with this task. As required by CEQA, agencies and organizations will have 30 days from receipt of the NOP to provide an NOP response.

Subsequent to receipt of NOP responses, Rincon will review and assess the responses and provide recommendations on how to address them during the EIR process. The introduction section of the EIR will include a listing of the responses received and how/where they are addressed in the EIR.

We do not anticipate preparing an Initial Study to accompany the NOP. Because the EIR will address most of the issues on the CEQA Guidelines environmental checklist, we recommend foregoing the Initial Study to save time and money. Instead, for any issues that will not be covered in detail in the EIR, we will include a section titled "Issues Found to be Less Than Significant" that will provide a brief explanation of why significant impacts are not anticipated for those issues.

#### **Task 2.1 Community Scoping Meeting**

Rincon will conduct a Scoping Meeting, along with County staff, during the NOP distribution period. Rincon will be prepared to present information, as needed. Rincon will prepare a scoping meeting agenda, comment cards, and sign-in sheet, and will assist with preparation of a PowerPoint presentation if desired by the County. Based on input received from this meeting, Rincon will work with County staff to determine whether any modifications to the proposed EIR scope are required.



## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 3 - Technical Peer Review

Rincon's technical experts and subconsultant specialists will conduct peer reviews of the technical reports and supporting documentation submitted by the applicant. Our review of the technical studies will focus on the methodology and assumptions employed as part of the environmental review, adherence to regulatory standards as appropriate, specificity and appropriateness of recommended mitigation, and completeness and accuracy of the reports. Rincon recognizes that the EIR may receive a high level of public scrutiny. As such, our input will focus on ensuring that the various technical studies provide the appropriate level of analysis for each issue area and are factually accurate, and that the report conclusions are well documented and substantiated, and appropriate for use in the EIR. The review will also identify statements that may be perceived as biased as well as any issues related to internal consistency of the various reports.

The comprehensive peer review of technical reports submitted by the applicant team will allow for earlier resolution of any potential technical disagreements, identification of potential additional data needs for the EIR, and identification of critical path items for completion of the EIR. Our scope of work includes peer review of the following previously submitted reports: Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, Traffic Impact Analysis Report, Preliminary Drainage Report, and Visual Impact Assessment. Rincon will also conduct a peer review of the following additional reports anticipated to be submitted by the applicant: Final Biological Report, Phase 1/Phase 2 Archaeological Investigation Report, and Air Quality/Greenhouse Gas Assessment. Rincon team technical specialists assigned to these peer reviews are described in Table 2. As shown in the table, we propose Principal- or Senior Manager review of each peer review, which will each be prepared by a Rincon Team technical specialist.

Rincon will prepare a memorandum report that contains a peer review of each of these technical studies that are made available during project initiation. The memorandum report will describe the methodology for the peer reviews, and will identify any issues that require resolution prior to incorporation into the EIR, any additional information needs for the EIR, and critical path items for completion of the EIR. Following preparation of the memorandum, Rincon's project manager will meet with County staff to discuss recommendations to efficiently resolve any identified technical issues or disagreements.

Our scope of work for each peer review assumes that no new analysis will be conducted by Rincon to complete the technical reports (although additional analysis likely will be conducted as part of EIR preparation). Our scope of work assumes that the applicant's technical reports are assumed to be generally adequate, requiring only minor revisions. We recommend establishment of a contingency fund in the event that additional coordination and supplemental analysis is required for the applicant's technical reports.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

**Table 2. Technical Specialists for Peer Review**

| Technical Report  | Rincon Team Peer Review Lead   |  |
|---|--|--|
|   | QA/QC  | Lead Technical Specialist  |
| Preliminary Biotic Report                                     | John Dreher, Jr., Principal,<br>Natural Resources<br>Program Manager | Colby Boggs, Principal, Senior Plant<br>Ecologist  |
| Conceptual Restoration<br>Plan for Project<br>Decommissioning |  |  |
| Final Biological Report                                       |  |  |
| Forest Management Plan  | John Dreher, Jr.   | Julie Broughton, PhD Candidate,<br>Certified Arborist  |
| Traffic Impact Analysis<br>Report                             | Richard Daulton, MURP<br>Principal                                   | Robert Del Rio, T.E., Hexagon<br>Transportation  |
| Preliminary Drainage<br>Report                                | Walt Hamann, PG, CEG,<br>CHG, Senior Principal                       | Valerie Huff, Senior Civil Engineer, PE,<br>QSD/P, Wallace Group                             |
| Phase 1 /Phase 2<br>Archaeological Investigation<br>Report    | Kevin Hunt, Cultural<br>Resources Program<br>Manager                 | Robert Ramirez, Registered<br>Professional Archaeologist; Julie<br>Broughton, Paleontologist |
| Air Quality/Greenhouse<br>Gas Emissions Assessment            | Richard Daulton, MURP<br>Principal                                   | Chris Bersbach, MESM   |
| Visual Impact Assessment                                      | Stephen Svete, AICP,<br>Senior Principal                             | Megan Jones, MPPc, Senior<br>Planner/Project Manager   |

### Task 3.1 Peer Review of Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, Final Biotic Report, and Forest Management Plan

Rincon Principals and Senior Biologists John Dreher, Jr. and Colby Boggs will conduct the peer review of the Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, and Final Biotic Report. Rincon will review the methodologies and conclusions of each of these studies, based on existing literature and supplemental field review. We have included up to 12 hours of staff time to conduct biological field work to confirm and acquire data to confirm current baseline conditions for biological resources. The plant community mapping included in the 2012 biological report will be ground-truthed by a Rincon biologist. Mapping will be revised as necessary to reflect, as best as possible, community types, terminology, and status as presented in Sawyer et al. (2009) and CDFG (2013), providing appropriate "cross-walks" to nomenclature of other vegetation classification systems as necessary. The accuracy of mapped and described riparian corridors, native grasslands; oak woodlands, seasonal wetlands, areas with high densities of non-native species, if present, and other potentially regulated biological resources, and project impacts to those resources, will also be confirmed. Rincon will also review the evaluation of project impacts and mitigation, including those related to habitat, sensitive species, and wildlife movement, for accuracy and consistency with County and regulatory agency standards. Dawn K. Reis, MS, Principal Wildlife Biologist at Ecological Studies, will review the sufficiency of the existing reports with regard to the evaluation of potential project impacts and mitigation approaches related to California red-legged frogs.

Rincon certified arborist Julie Broughton will conduct a peer review of the Forest Management Plan. The review will focus on the FMP methodology and tree protection and replacement mitigation requirements, to verify compliance with Monterey County Ordinance 21.64.260.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 3.2 Peer Review of Traffic Impact Analysis Report

Hexagon Transportation Consultants, Inc. (Hexagon) will conduct the peer review of the traffic impact analysis prepared for the project by RBF Consulting dated July 31, 2013. The purpose of the peer review will be to ensure that the traffic report prepared for the project utilizes appropriate methodology and that the conclusions and recommendations presented are appropriate. Monterey County staff reviewed and approved the technical data and assumptions of projections and distribution patterns utilized in the traffic analysis for the proposed project. As such, the analysis methodology will be reviewed by Hexagon to ensure that data and assumptions approved by staff were accurately reflected in the analysis. Hexagon's review will be limited to level of service calculations and conclusions and recommendations provided in the completed traffic analysis. The peer review will include the following tasks:

1. *Review Level of Service Calculations.* The level of service calculation output pages for the study scenarios included in the report will be reviewed for accuracy. Project and cumulative conditions level of service calculations will be reviewed to ensure project traffic and traffic due to future growth are accurately represented within the established traffic volumes.
2. *Review Traffic Study Conclusions and Recommendations.* The conclusions and recommendations for accommodating project-generated traffic, as presented in the traffic report, will be reviewed to determine if they are adequate. The proposed ingress and egress to the project site will be reviewed to identify any traffic safety issues.
3. *Peer Review Memorandum.* The results of the peer review will be documented in a memorandum report.
4. *Second Round of Review.* Upon revision of the traffic study by RBF, Hexagon will review the traffic study a second time to ensure that all issues identified in the in the peer review memorandum were addressed. It is estimated that this task will take a maximum of six hours of staff time.

### Task 3.3 Peer Review of Preliminary Drainage Report

Wallace Group will provide a technical review of the Applicant's Preliminary Drainage Report, addressing hydrology, hydraulics, and stormwater quality. The Drainage Report will be reviewed with respect to Monterey County Standards, State and Regional Water Board criteria, and industry standards. Wallace Group's review will be specific to engineering aspects of stormwater management, and will exclude assessment of other potential environmental concerns such as presence or location of jurisdictional waters, which will be evaluated as part of the biological peer review. The review of the Report will include the following:

- *Appropriate application of modeling software used for the analysis.*
- *Model input parameters compared to industry standards.*
- *Adherence to County Codes and Standards.*
- *Identification of potential stormwater impacts as a result of project development.*
- *Suitability of mitigation concepts presented in the Report.*

Based on a preliminary review of the Preliminary Drainage Report, verification of the hydrologic and hydraulic modeling and subwatershed delineation is not warranted at this time. Therefore, this scope does not include modeling or review of subwatershed delineation. However, Wallace Group will review the overall watershed delineation for the project area.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

Wallace Group can provide a more detailed review of the modeling and project watersheds as an optional task.

Wallace Group will prepare a technical memorandum summarizing their review of the Preliminary Drainage Report. Wallace Group staff will participate in one teleconference with Rincon and County staff to review and discuss comments regarding the memorandum.

Subsequent to the conference call meeting and receipt of comments on the draft memorandum, Wallace Group will prepare responses to one round of comments from Rincon and the County, and will prepare an updated/revised memorandum incorporating comments received.

### Task 3.4 Peer Review of Phase 1/Phase 2 Archaeological Investigation Report

Rincon's senior cultural resources staff has conducted numerous peer reviews of cultural resources technical reports in support of EIR and environmental impact statements (EISs) in California. These peer reviews have included contentious projects, as well as large solar development projects subject to Bureau of Land Management (BLM) oversight. In addition, our staff has completed cultural resources technical studies in Monterey County and in the general vicinity of the current project. Rincon Senior Archaeologist Kevin Hunt will conduct the peer review of the Phase 1/Phase 2 Archaeological Investigation Report to be prepared for the project by Applied Earthworks Inc. The peer review will focus on the adequacy of the technical report for conformance with the cultural resources requirements of CEQA and the County of Monterey General Plan.

Specifically, Rincon understands that the project area is located in an area of high archaeological sensitivity for both historic and prehistoric archaeological resources. We further understand that numerous archaeological resources have been identified within the project area, which are being evaluated by Applied EarthWorks for California Register of Historical Resources (CRHR) and National Register of Historic Places eligibility (NRHP). The results of those eligibility evaluations will be presented in the Phase 1/Phase 2 technical report. Rincon's peer review will be comprehensive but focused on the following aspects of the studies:

- *Understanding of the regulatory setting*
- *Comprehensiveness of the cultural resources survey in addressing all proposed project disturbance to current professional standards. This includes the adequacy of the background research, survey methods and techniques, and resource recording procedures.*
- *Adequacy of Native American scoping*
- *Adequacy of the CRHR/NRHP eligibility evaluations, impacts assessment, and mitigation measures, including the defensibility of the eligibility recommendations under CEQA.*

Rincon's Senior Paleontologist and Cultural Resources Program Manager will conduct a peer review of the paleontological resources technical report prepared for the applicant. The peer review will focus on the adequacy of the technical report for conformance with the paleontological resources requirements of CEQA and the Society of Vertebrate Paleontology's guidelines. The results of the cultural resources peer review will be summarized in a technical memorandum.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 3.5 Peer Review of Air Quality/Greenhouse Gas (GHG) Emissions Assessment

Rincon air quality and greenhouse gas assessment technical specialist Chris Bersbach, MESM, will conduct a peer review of the air quality and greenhouse gas emissions assessment to be provided by the applicant. The peer review will evaluate the appropriateness of modeling (presumed to be the EMFAC, OFFROAD, and/or CalEEMod) assumptions and results. Specifically, Rincon will review model assumptions regarding proposed construction practices to accurately calculate the construction and operational emissions associated with the project. Because most of the emissions associated with the project would occur during the construction phase, a detailed account of the expected numbers and phasing of equipment, equipment type, in terms of horsepower and age (i.e. whether or not equipment are Tier I, II, or III vehicles), and hourly use patterns (how long equipment is in operation per day) will be important in developing the emissions inventory. Where possible, Rincon will use the information provided for other solar projects to calculate emissions if such projects can be considered proportionately equivalent. The report will be reviewed for the inclusion of pertinent criteria pollutants and greenhouse gases. The stationary sources and motor vehicle constituents of concern include ROG, NO<sub>x</sub>, CO, PM<sub>10</sub> and greenhouse gases, primarily CO<sub>2</sub>. The only other notable source of GHG emissions from the project is leakage of sulfur hexafluoride (SF<sub>6</sub>) from the transmission system breakers and switches. Of greatest concern will be the long term generation of fugitive dust that may result from the numerous dirt roads developed to service the solar PV array. Accordingly, we will provide a detailed review of appropriate emissions factors and operational assumptions for fugitive dust.

Rincon will also review the methodology and analysis of the diesel particulate emissions and other air toxics associated with site construction and its effect on the residential receptors nearest to the site where the potential for impacts would be highest. Average annual concentrations determined during the construction period at the nearest sensitive receptors will be reviewed. Calculations of human health risk that could result from heavy equipment use during the construction phase, based on the average annual concentrations, will also be reviewed.

Rincon will contact Monterey Bay Unified Air Pollution Control District (MBUAPCD) staff to verify the appropriateness of the study methodology and conclusions. The appropriateness of the thresholds of significance used in the study will be evaluated. Impacts and mitigation measures, if identified in the applicant's report, will also be verified. Quantification of the reduction of air contaminant and greenhouse emissions due to the solar project, as compared to non-renewable energy, will also be evaluated.

Rincon will review the appropriateness of recommended mitigation measures and/or project features to reduce identified impacts. These measures may include specific worker transportation control measures during the construction period, dust control measures during construction and operation, measures to minimize or avoid stationary source emission impacts, and/or measures to minimize engine idling during construction.

### Task 3.6 Peer Review of Visual Impact Assessment

Rincon Senior Project Manager Megan Jones, MPPC, will lead the peer review of the Visual Impact Assessment prepared by Denise Duffy & Associates. The proposed project site is located in a remote portion of rural Monterey County and is topographically isolated from nearly all

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

potentially sensitive visual receptors known at this time, including the nearby community of Parkfield, as well as Cholame Road and most other public roads in the area. Although the Monterey County General Plan includes policies to protect scenic quality, particularly of designated scenic areas and routes, no such designated areas or routes lie within the potential project viewshed, and the number of receptors is limited.

The characterization of existing visual resources, off-site viewing areas, and view corridors, will be reviewed. The appropriateness of visual simulation viewpoint locations as representative viewing locations will be discussed. The peer review will also evaluate the study methodology, including impact assessment based on vividness, intactness, and unity, visual quality, and viewer sensitivity. In addition, we will verify that all project features, including off-site road improvements, were appropriately included in the analysis. The assessment of project light and glare impacts will also be reviewed.

### Task 4 - Technical Reports

Rincon will prepare technical studies/reports not already available that will be necessary to evaluate project impacts and complete the EIR. While technical information will be prepared for several environmental issue areas and appended to the EIR, this scope of work assumes that the only original technical study that is necessary for the EIR is an Acoustical Analysis.

Task 4.1 Acoustical Analysis. The general noise environment of the project area is characterized as open space, rural residential, or agricultural with ambient noise levels that are expected to be at or below 40 decibels during the evening and nighttime hours. Noise generators during the day could include those typically associated with minor agricultural activities, and local passenger and heavy-duty truck traffic along Highway 41. In addition, occasional off-highway vehicle travel may contribute to local noise levels. A photovoltaic project is not a noise sensitive use and the noise environment would not be expected to adversely affect the proposed project.

Noise sensitive land uses near the site are expected to be limited. We have assumed that the site has two rural residential uses within 750 feet of the project site, and additional residences along the Turkey Flat secondary access road (off-site).

Ambient noise measurements will be taken in the field to characterize the existing noise conditions using an ANSI Type II sound level meter. We propose to take a minimum of four ambient noise measurements at the site. These measurements will be taken in accordance with standard protocols and will typically involve 20 minute samples at the individual locations. The locations will be chosen for proximity to existing noise sources (roads, highways, and existing facilities) or in areas adjacent to potential sensitive receptors.

Noise impacts could occur during both the construction phase of each project and the long term operation of the project, but the significance of impacts is dependent on the location of sensitive noise receptors relative to the noise sources. Construction noise will be generated primarily by the transport of personnel and materials to the site, and by grading and construction activities within the site. Rincon will estimate sound levels at the nearest residences associated with both the transport activities along nearby roads and construction activity at the site. Site construction noise will be estimated based on a literature search of sound levels used in prior

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

environmental documents for this type of construction, or actual ambient measurements if a project is in progress that can be measured. Based on the sound levels generated at individual construction locations within the site, Rincon will calculate off-site sound levels using standard distance sound level attenuation factors.

The construction traffic noise impact evaluation will be based upon construction traffic volumes determined during the Traffic Impact Analysis peer review phase. Construction traffic will be input into the federal Traffic Noise Model (TNM ver. 2.5) to quantify the effects of construction traffic along local roadways. Similarly, the effects of long-term operational traffic will also be calculated.

Long term operational noise generation is expected to be limited to stationary equipment, such as a transformer or inverter, and maintenance vehicle travel. Rincon's noise specialists will use information acquired from literature and other sources regarding the noise generation of the various facilities and increased sound associated with increased power levels in local transmission lines to estimate project-generated noise. Where necessary, we will also research equipment manufacturers to identify likely noise specifications for noise-generating equipment that may be required as part of the project.

The significance criteria for the noise evaluation will be based on Monterey County's Noise Element and/or Noise Ordinance. The Noise Element contains goals, policies, and implementation measures to protect noise-sensitive land uses from excessive noise, and the Noise Ordinance contains development and performance standards setting specific noise level thresholds on operations near residential uses.

Mitigation requirements will be established for incorporation into project design or as agreed upon conditions of development, if necessary. Mitigation measures may include restrictions on construction equipment usage, the construction of temporary sound barriers, recommendations for alternative transportation modes, and use of sound-dampening paving materials.

A stand-alone technical report will be created that summarizes the project's characteristics for noise generation and impact.

### Task 5 – Responsible Agencies/Trustee Agencies/Other Agency Contacts

Rincon will coordinate with relevant public agencies and interested persons during the EIR process, as determined by the County Project Planner. All discussions between the Rincon team and project applicant will include the County Project Planner or their designee. Coordination with agencies may include requests for exchange of technical information, answering agency questions, and understanding agency staff concerns and/or interpretation of CEQA and other permitting requirements.

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 6 – Administrative Draft Project Description

Rincon will review the applicant's project description and prepare an Administrative Draft Project Description in accordance with CEQA Guidelines Section 15124. This review is critical, since the project description will form the basis for environmental evaluation under CEQA. The project description will provide a detailed summary of the proposed project components, using text, tables and graphics as needed. The project description will include:

- A description of proposed construction and long-term operational activities, including the regulatory basis for such activities;
- A thorough explanation of proposed land development under County regulatory controls;
- Development phasing plans;
- Features that have been incorporated into the proposed project to minimize potential environmental impacts or land use conflicts;
- A list of permits requested and responsible agencies;
- A description of a Development Agreement, if proposed;
- Tables illustrating proposed project characteristics and the degree of change from the existing condition; and
- Supporting graphics

County staff will review and comment on the Administrative Draft Project Description.

### Task 7 – Draft Project Description

Rincon will update and revise the project description based on comments received from County staff. This version of the project description will be used for the purposes of the CEQA impact analysis. Any modifications of the project description would be coordinated with the County.

### Task 8 – Administrative Draft EIR

Rincon will prepare the Administrative Draft EIR, in accordance with CEQA Guidelines Sections 15120 through 15131, for review by the County. The Administrative Draft EIR will include all CEQA requirements, including:

- (1) Executive Summary;
- (2) Introduction;
- (3) Project Description;
- (4) Environmental Setting;
- (5) Environmental Impact Analysis (including analysis of all technical issues – see below);
- (6) Discussion of Growth Inducing Impacts, Irreversible Changes, and Other Impacts: potential energy impacts of the project, and the project's consistency with sustainability and smart growth practices;
- (7) Alternatives Analysis (up to three alternatives); and
- (8) List of References/Preparers.





## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

*Deliverable: Six hard copies, and one compact disc or electronic file stored on a flash or thumb drive in MS Word format.*

### Task 8.1 - 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 identify:

- Each potential environmental impact;
- The level of significance of each impact;
- Mitigation measures required; and
- Residual impacts after mitigation.

The summary will also note areas of known controversy and an assessment of the alternatives reviewed and their associated impacts. The summary will note the environmentally superior alternative of the alternatives discussed in the EIR and the rationale for its selection as such. The summary will also differentiate impacts and mitigation measures by those related to the project's construction, and those related to long-term operations.

### Task 8.2 - 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. It will also provide a discussion of lead, responsible and trustee agencies. The environmental setting will provide a general description of the existing geographic character of the project study area and its immediate vicinity.

### Task 8.3 - EIR Impact Analysis

The main body of the EIR will consist of the assessment of potential environmental impact analysis of the proposed project. As outlined above, for each issue area, the analysis will include a project-specific examination and an assessment of the potential for cumulative impacts associated with the project, together with other anticipated development in the project area. The project-specific analysis will have four main subsections: (1) setting; (2) impact analysis; (3) mitigation measures; and (4) level of significance after mitigation.

The setting section will describe the applicable environmental conditions of the study area, and will incorporate information from recent technical studies for the area whenever possible. The impact analysis section will include a statement of the significance thresholds that were used to determine if an impact would have the potential to result in a significant environmental effect. Impacts of the proposed project when compared to existing conditions in the area will be identified, as will cumulative impacts resulting from the development of other solar power projects and other pending development in the vicinity. The basis for the cumulative analysis will be developed in conjunction with County staff.

Mitigation measures will include County and other agency requirements (as appropriate) and measures developed by the Rincon team. Mitigation measures will be presented so that they can be directly applied as conditions of approval and will include monitoring requirements. Conditions where the proposed mitigation measures would not reduce the identified impacts to

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

a less than significant level will be clearly identified. Secondary impacts of mitigation measures will also be discussed.

The final subsection in the impact analysis will describe the level of significance after mitigation. This will be a brief statement noting whether any significant impacts would remain after mitigation measures are applied. This section will also note whether impacts related to each issue are significant and unmitigable (Class I), significant but mitigable (Class II), less than significant (Class III), or beneficial (Class IV).

Cumulative impacts will be discussed in the context of full buildout of the County's General Plan, the potential development of other projects that may currently be under consideration, and in certain instances, from the perspective of a greater regional context. The cumulative impact discussion will be included in the main body of the analysis to avoid unnecessary repetition.

### Task 8.4 – Alternatives

This section will be prepared in accordance with the requirements of the *CEQA Guidelines*, Section 15126.6 and recent court decisions. The purpose of this section will be to promote informed decision-making and to evaluate a reasonable range of project alternatives.

We assume that three (3) alternatives will be evaluated. These could include, but not be limited to:

1. *No Project;*
2. *Redesigned Project (to address significant impacts associated with the proposed project);*
3. *Mitigated Project (implements mitigation measures associated with the proposed project)*

It is recognized that additional variants of these alternatives may be considered, including project redesign. The precise alternatives to be examined will be developed in conjunction with County staff during the preparation of the Administrative Draft EIR.

Per the *CEQA Guidelines*, the alternatives will generally not be addressed to the same level of detail as the proposed project; however, where impacts have been identified as significant for the proposed project, the alternatives will identify applicable mitigation requirements for the alternatives, so that a meaningful comparison can be made, and if necessary, *CEQA Findings* in support of the alternatives can be prepared. The analysis will identify whether the alternatives would result in impacts that are less than, similar to, or greater than the proposed project; the level of significance, and mitigation requirements. A matrix that depicts the magnitude of impacts associated with the alternatives when compared to the proposed project will be provided. At the conclusion of the alternatives analysis, the environmentally superior alternative will be identified.

The alternatives section will also include a detailed discussion of "Alternatives Considered but Eliminated from Further Consideration" that identifies potential sites and alternative solar technologies or approaches (e.g., distributed solar, parabolic trough, solar power tower, etc.) considered for the project but eliminated due to environmental and/or other factors.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 8.5 - Other CEQA-Required Sections

The EIR will also include other sections required by CEQA, such as growth inducing impacts, consistency with locally adopted plans and policies, table of contents, references, persons contacted, and list of preparers.

Coordination with County Staff. A meeting (or meetings) with County staff will be scheduled following the submittal of the ADEIR. The purpose of the meeting(s) would be to focus on the content of the ADEIR and allow for addressing any issues or questions regarding the content or analysis.

### Task 9 - Draft EIR

This task entails the steps necessary to respond to staff comments on the ADEIR and publish the Draft EIR. Specific subtasks are described below.

#### Task 9.1 - Revise ADEIR based on Staff Comments

Rincon will respond to County comments on the Administrative Draft EIR and prepare the Draft EIR. This subtask assumes all staff comments are consolidated by the County project manager into a single document; and that the various comments do not conflict with one another. Our scope assumes two rounds of revisions (a Screencheck Draft EIR and Public Draft EIR, as described in Subtask 9.2) to accommodate a project of this scope and complexity.

#### Task 9.2 - Draft EIR Publication

After receiving staff comments regarding the Administrative Draft EIR, Rincon will produce the public Draft EIR. Rincon will prepare the Notice of Completion and Notice of Availability for the EIR. The County will be responsible for distribution of the EIR, but Rincon will be available to assist with the process.

*Deliverable: 25 printed bound copies, one unbound camera-ready copy, and one compact disc or electronic file stored on a flash or thumb drive. One DVD disk of the DEIR in HTML Web-ready format for posting on the County Website will also be provided. Operational links or electronic copies of all documents and reports used in preparing the DEIR will be submitted (one each in .pdf format and MS Word for the DEIR.*

### Task 10 - Administrative Final EIR and Mitigation Monitoring and Reporting Program

Upon receipt of public comments on the Draft EIR, Rincon will prepare draft responses for County review. A meeting with staff is anticipated either prior to or following submittal of the Administrative Final EIR. The purpose of the meeting would be to incorporate staff input on responses to comments, and potentially on other sections of the Administrative FEIR. The Administrative Final EIR will contain the comment letters on the DEIR and the responses to comments, and will also contain the proposed Mitigation Monitoring and Reporting Program (MMRP). Changes to the text of the Draft EIR in response to comments will be marked in strike-through and underline format, if desired by the County. Our experience suggests it may be more cost-effective and efficient to deliver the Responses to Comments in advance of making

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

the revisions to the EIR, to avoid the duplicative effort of having to coordinate the changes to the text that may arise out of staff direction to modify the Responses to Comments document.

### Task 10.1 - Responses to Comments/Administrative Final EIR

Rincon staff, in conjunction with County staff, will respond to public and agency review comments on the Draft EIR, including the draft mitigation monitoring program, in accordance with Section 15088 of the CEQA Guidelines. The Rincon team subconsultants will assist with responses that pertain to their areas of technical expertise. Responses shall be prepared in a format approved by staff and will be contained in a separate document. The Responses to Comments document, together with the Draft EIR, will comprise the Final EIR.

### Task 10.2 - Draft Mitigation Monitoring and Reporting Program

This task will involve the preparation of a mitigation monitoring plan prepared in a format that complies with County requirements, consistent with CEQA Guidelines requirements. The plan will include a table that lists each mitigation measure, agency responsible for each condition, when monitoring must occur, the frequency of monitoring, and criteria to determine compliance with the condition. Where necessary, the plan will include post-construction monitoring to confirm the effectiveness of the proposed measures. The MMRP will be structured in such a way to differentiate monitoring requirements associated with each phase of the project. We will make it clear what the project proponent is responsible for as well as the role that agencies (County or other) will have in implementing and/or monitoring the prescribed mitigation measures. Rincon will enter the MMRP information directly into the County's permit tracking database.

*Deliverable: Six hard copies, and one compact disc or electronic file stored on a flash or thumb drive in MS Word format.*

### Task 11 - Final EIR

Rincon will respond to County comments on the Administrative Final EIR and prepare the Proposed Final EIR. Copies of the screencheck FEIR will be prepared and submitted for staff review and comment prior to production of the Proposed FEIR. Rincon will prepare the Notice of Determination, which the County will file with the County Clerk.

### Task 11.1 - Revise AFER based on Staff Comments

Rincon will respond to County comments on the Administrative Final EIR and prepare the Proposed Final EIR.

### Task 11.2 - Publication of the Final EIR

Prior to certification of the EIR, Rincon will deliver the Final EIR in the formats noted below.

*Deliverable: 25 printed bound copies, one unbound camera-ready copy, and one compact disc or electronic file stored on a flash or thumb drive. One DVD disk of the FEIR in HTML Web-ready format for posting on the County Website will also be provided. Operational links or electronic copies of all documents and reports used in preparing the DEIR will be submitted (one each in pdf format and MS Word for the DEIR).*

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### Task 12 - CEQA Findings

Our proposed budget includes up to 44 hours of professional time to prepare CEQA Findings, including any statement of overriding consideration for potentially unmitigable impacts. The Findings will include information related to whether the significant impacts identified in the EIR will be reduced to below a level of significance by mitigation measures identified in the EIR. The draft findings would comply with Section 15091 and 15093 of the *State CEQA Guidelines* and would be submitted in County-approved hard-copy and electronic formats for County review. Based in County comments, Rincon will revise and submit a final version of the CEQA Findings.

*Deliverable: One final copy will be provided in electronic format for staff use for project hearings (in MS Word format).*

### Task 13 - Meetings and Hearings

In addition to the five (5) meetings identified in Task 1 and the scoping meeting identified in Task 2.1, Rincon's Project Manager or Principal in Charge will attend 12 meetings or hearings at key points throughout the EIR process. This is anticipated to include one site visit meeting, four meetings with staff and County legal counsel, four meetings to discuss the Administrative Draft EIR, and four public hearings. In addition, Rincon's Project Manager will be available for monthly meetings with the County and applicant to discuss project status, technical issues, and other items deemed appropriate by the County and applicant. Our scope of work assumes that over the 12-month duration of the EIR, 12 monthly meetings will be attended by Rincon's Project Manager. Additionally, our scope of work assumes that one technical expert will attend up to 4 of these meetings. On weeks when a meeting is not scheduled, Rincon's Project Manager will provide a weekly e-mail update, or will lead a weekly telephone meeting to review progress and discuss issues. The proximity of our Monterey office to County offices and proximity of our San Luis Obispo office to the project site will facilitate responsive and efficient meeting attendance. We will work closely with the County for the duration of the project to ensure that progress is carefully tracked, attention is drawn to any difficulties encountered, and the project is conducted in a highly professional manner.

### Task 14 - Assemble Administrative Record

Rincon Consultants will assist County staff with assembly of the administrative record for the project by compiling relevant documents and correspondence from the EIR process. The compiled Administrative Record will be provided in electronic format.

## **PROJECT SCHEDULE**

---

Rincon proposes to adhere to a schedule that allows the Draft EIR to be circulated within about 20 weeks of the Kickoff Meeting, and the EIR process to be concluded within approximately 12 months (see Anticipated Schedule table following this section).

**Kickoff Meeting:** Rincon will arrange and manage a project kickoff meeting within one week of the notice of contract award. This meeting will likely include County staff, possibly members of the applicant team (if determined appropriate by the County), and key members of the consultant team.

**Notice of Preparation:** Rincon will prepare a draft Notice of Preparation (NOP) for County review within one week of the kickoff meeting. The scoping meeting will be held within the 30-day NOP review period. This schedule assumes that preparation of the project description and ADEIR will be initiated concurrent with the 30-day public review period for the NOP.

**Administrative Draft Project Description:** Within two weeks of the kickoff meeting, Rincon will submit the draft project description for staff review. The project description will contain information required by *CEQA Guidelines* Section 15124 and will form the basis for all technical analysis. Rincon assumes a two-week review period by the County.

**Draft Project Description:** Rincon will revise the Project Description based on County comments and submit a Draft Project Description within one week. Thus, we assume that the project description will be approved by the County five weeks after the Kickoff Meeting.

**Administrative Draft EIR:** The Administrative Draft EIR will be completed within 15 weeks of County approval of the EIR project description, assuming that all technical information has been provided to allow us to complete our analysis in a timely fashion. The technical peer reviews and technical study will be completed within this timeframe. This schedule assumes delivery of the ADEIR about 20 weeks after the kickoff meeting.

**Screencheck Draft EIR:** Assuming that the County will deliver comments on the Administrative DEIR within three weeks, Rincon will produce the Screencheck Draft EIR within four weeks of receipt of staff comments. This schedule assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result.

**Draft EIR:** Assuming that the County will deliver comments on the Screencheck Draft EIR within one week, Rincon will produce the Draft EIR within one week of receipt of staff screencheck comments. This schedule also assumes that County comments are coordinated into a single consistent set of comments and that no new substantial analysis will be needed as a result. This schedule would allow for publication and initiation of public review approximately 29 weeks after the kickoff meeting.

**Administrative Final EIR:** Within six weeks of the close of the Draft EIR circulation period (this period is assumed to extend for seven weeks) and receipt of all written and oral comments, Rincon will deliver a Draft Response to Comments report. Together with any changes that might be required to the Draft EIR, this will constitute the Administrative Final EIR for County staff review. This milestone is expected to be reached 42 weeks after the kickoff meeting, assuming a seven week public review period for the Draft EIR.

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

---

**Screencheck Final EIR:** Assuming that the County will deliver comments on the Administrative FEIR within three weeks, Rincon will produce the Screencheck Final EIR within two weeks of receipt of staff comments.

**Final EIR:** Assuming that the County will deliver comments on the Screencheck Final EIR within one week, Rincon will produce the Final EIR within one week of receipt of staff screencheck comments. This schedule would allow for circulation of the Final EIR approximately 50 weeks, after the kickoff meeting. Adhering to this schedule, the EIR will be prepared, reviewed by the public and decision-makers, and could be certified within about 12 months. The ability to meet this schedule depends on the level of public comment, the number of public hearings needed, timely receipt of technical information, and staff's direction on addressing unanticipated issues that may arise during the process.

# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

| EIR PREPARATION  |                           |                          |
|--|---------------------------|--------------------------|
| Milestone  | Scheduled Initiation Date | Expected Completion Date |
| NOP / Scoping Meeting / Project Description / ADEIR Preparation (5 Months) | 13 March 20, 2013         | August 23, 2013          |
| ADEIR County Review (3 weeks)  | August 26, 2013           | September 13, 2013       |
| DEIR Preparation (4 weeks)   | September 16, 2013        | October 14, 2013         |
| DEIR Screen check Review (5 Days)  | October 14, 2013          | October 18, 2013         |
| DEIR Production (5 days)   | October 21, 2013          | October 25, 2013         |
| DEIR Circulation (50 days)   | October 28, 2013          | December 16, 2013        |
| FEIR Preparation (6 weeks)   | December 16, 2013         | January 27, 2014         |
| ADFEIR County Review (3 weeks)   | January 27, 2014          | February 14, 2014        |
| FEIR Screen Check Review (5 days)  | February 17, 2014         | February 21, 2014        |
| FEIR Production (5 days)   | February 24, 2014         | February 28, 2014        |
| FEIR Circulation (10 days min before hearing)                              | March 3, 2014             | March 14, 2014           |
| PROJECT CONSIDERATION  |                           |                          |
| PC Staff Report Preparation  | March 2, 2014             | March 26, 2014           |
| PC Hearing and EIR Certification and CDP Approval                          |                           | April 9, 2014            |
| PC Hearing (2 <sup>nd</sup> ) (If needed or continued)                     |                           | April 30, 2014           |
| Board of Supervisors Staff Report  | May 5, 2014               | May 23, 2014             |
| Board of Supervisors Hearing   |                           | June 24, 2014            |
| NOD to be filed  |                           | June 25, 2014            |
| CEQA Appeal Period   | June 25, 2014             | July 25, 2014            |

\_\_\_\_\_  
(Contractors' Initials)

\_\_\_\_\_  
(Date)



# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

## County of Monterey - California Flats Solar Project EIR

Cost Estimate

Revised 2/21/2013

| Tasks  | Cost             | Rincon Labor Hours | Rincon Consultants       |                    |                                      |                         |                          |                    |
|--|------------------|--------------------|--------------------------|--------------------|--------------------------------------|-------------------------|--------------------------|--------------------|
|  |                  |                    | Sr. Principal \$210/hour | Principal \$170/hr | Proj. Mgr./Sr. Planner II \$130/hour | Env. Sci. III \$85/hour | GIS Specialist \$85/hour | Clerical \$55/hour |
| 1. Project Initiation and Data Collection (Includes 5 meetings)  | \$6,810          | 52                 | 2                        | 8                  | 32                                   | 8                       |                          | 2                  |
| 2. Notice of Preparation   | \$980            | 9                  |                          | 1                  | 2                                    | 4                       | 2                        |                    |
| 2.1 Community Scoping Meeting  | \$2,680          | 20                 |                          | 8                  | 8                                    |                         | 2                        | 2                  |
| 3. Technical Peer Review   |                  |                    |                          |                    |                                      |                         |                          |                    |
| 3.1. Preliminary Biotic Report, Conceptual Restoration Plan for Project Decommissioning, Final Biotic Report, and Forest Management Plan | \$7,930          | 68                 | 2                        | 12                 | 12                                   | 40                      |                          | 2                  |
| 3.2. Traffic Impact Analysis Report  |                  |                    |                          |                    |                                      |                         |                          |                    |
| 3.3. Preliminary Drainage Report   |                  |                    |                          |                    |                                      |                         |                          |                    |
| 3.4. Phase 1/Phase 2 Archaeological Investigation Report   | \$8,335          | 72                 | 1                        | 4                  | 32                                   | 34                      |                          | 1                  |
| 3.5. Air Quality/Greenhouse Gas Emissions Assessment   | \$3,520          | 28                 |                          | 4                  | 16                                   | 8                       |                          |                    |
| 3.6. Visual Impact Assessment  | \$3,220          | 24                 | 2                        | 2                  | 16                                   | 4                       |                          |                    |
| 4. Technical Reports   |                  |                    |                          |                    |                                      |                         |                          |                    |
| 4.1 Acoustical Analysis  | \$4,065          | 34                 |                          | 2                  | 18                                   | 10                      | 2                        | 1                  |
| 5. Responsible Agencies/Trustee Agencies/Other Agency Contacts   | \$2,970          | 21                 | 1                        | 4                  | 16                                   |                         |                          |                    |
| 6. Administrative Draft Project Description  | \$3,995          | 36                 | 2                        | 4                  | 8                                    | 14                      | 8                        | 1                  |
| 7. Draft Project Description   | \$1,415          | 12                 |                          | 2                  | 2                                    | 4                       | 2                        | 1                  |
| 8. Administrative Draft EIR  |                  |                    |                          |                    |                                      |                         |                          |                    |
| 8.1 Executive Summary  | \$2,600          | 28                 |                          | 2                  | 6                                    | 10                      |                          | 4                  |
| 8.2 Introduction and Environmental Setting   | \$2,330          | 22                 |                          | 2                  | 6                                    | 8                       | 4                        | 2                  |
| 8.3 EIR Impact Analysis  |                  |                    |                          |                    |                                      |                         |                          |                    |
| Aesthetics   | \$2,280          | 20                 |                          | 1                  | 6                                    | 8                       | 4                        |                    |
| Agricultural Resources   | \$4,420          | 37                 |                          | 2                  | 20                                   | 8                       | 6                        |                    |
| Air Quality  | \$2,470          | 21                 |                          | 2                  | 6                                    | 12                      |                          |                    |
| Biological Resources   | \$5,310          | 48                 |                          | 4                  | 8                                    | 28                      | 8                        |                    |
| Cultural Resources   | \$3,660          | 33                 |                          | 2                  | 8                                    | 20                      | 2                        |                    |
| Geology/Soils  | \$3,590          | 32                 |                          | 2                  | 6                                    | 18                      | 4                        |                    |
| Greenhouse Gas Emissions   | \$3,110          | 27                 |                          | 2                  | 8                                    | 16                      |                          |                    |
| Hazards and Hazardous Materials  | \$3,610          | 33                 |                          | 2                  | 6                                    | 24                      |                          |                    |
| Hydrology/Water Quality  | \$3,780          | 35                 |                          | 2                  | 6                                    | 24                      | 2                        |                    |
| Land Use and Planning  | \$4,870          | 48                 |                          | 2                  | 16                                   | 20                      | 4                        |                    |
| Noise  | \$2,020          | 18                 |                          | 1                  | 4                                    | 10                      | 2                        |                    |
| Public Services  | \$3,180          | 30                 |                          | 1                  | 4                                    | 24                      |                          |                    |
| Transportation/Traffic (Rincon Labor Only)   | \$2,320          | 21                 |                          | 2                  | 4                                    | 8                       | 8                        |                    |
| Utilities and Services   | \$1,400          | 12                 |                          | 1                  | 2                                    | 8                       |                          |                    |
| Effects Found Not to Be Significant  | \$1,840          | 13                 |                          | 2                  | 4                                    | 6                       |                          |                    |
| 8.4 Alternatives (3)   | \$5,920          | 56                 | 1                        | 4                  | 16                                   | 24                      | 4                        | 8                  |
| 8.5 Other CEQA-Required Sections   | \$1,710          | 15                 |                          | 1                  | 8                                    | 8                       |                          |                    |
| 9. Draft EIR   |                  |                    |                          |                    |                                      |                         |                          |                    |
| 9.1 Revise ADEIR Based on Staff Comments   | \$5,740          | 50                 | 2                        | 4                  | 16                                   | 24                      | 2                        | 2                  |
| 9.2 Draft EIR Publication  | \$3,480          | 35                 | 1                        | 2                  | 6                                    | 16                      | 2                        | 8                  |
| 10. Administrative Final EIR and MMRP  |                  |                    |                          |                    |                                      |                         |                          |                    |
| 10.1 Administrative Final EIR/Responses to Comments  | \$8,180          | 72                 | 2                        | 8                  | 24                                   | 32                      | 4                        | 4                  |
| 10.2 Draft Mitigation Monitoring and Reporting Program   | \$2,210          | 19                 | 1                        | 2                  | 4                                    | 12                      |                          |                    |
| 11. Final EIR  |                  |                    |                          |                    |                                      |                         |                          |                    |
| 11.1 Revise AFEIR Based on Staff Comments  | \$4,670          | 40                 | 2                        | 4                  | 12                                   | 16                      | 2                        | 4                  |
| 11.2 Publication of Final EIR  | \$2,840          | 30                 | 1                        | 3                  | 6                                    | 8                       |                          | 14                 |
| 12. CEQA Findings  | \$5,200          | 44                 | 2                        | 6                  | 12                                   | 22                      |                          | 2                  |
| 13. Meetings and Hearings (24)   | \$13,740         | 102                |                          | 12                 | 90                                   |                         |                          |                    |
| 14. Assemble Administrative Record   | \$1,880          | 15                 | 1                        | 2                  | 8                                    | 2                       |                          | 2                  |
| Project Management/Coordination  | \$11,380         | 80                 | 6                        | 20                 | 50                                   |                         |                          | 4                  |
| <b>Subtotal Labor (Base Fee)</b>   | <b>\$165,210</b> | <b>1,401</b>       | <b>48</b>                | <b>149</b>         | <b>532</b>                           | <b>538</b>              | <b>72</b>                | <b>82</b>          |
| <b>Additional Costs</b>  |                  |                    |                          |                    |                                      |                         |                          |                    |
| Hexagon Transportation Consultants, Inc. - Traffic Peer Review and Analysis  | \$9,840          |                    |                          |                    |                                      |                         |                          |                    |
| Ecological Studies - Biological Impact Analysis Peer Review  | \$4,969          |                    |                          |                    |                                      |                         |                          |                    |
| Wallace Group - Preliminary Drainage Report Peer Review  | \$8,600          |                    |                          |                    |                                      |                         |                          |                    |
| Printing: ADEIR  | \$640            |                    |                          |                    |                                      |                         |                          |                    |
| DEIR   | \$2,760          |                    |                          |                    |                                      |                         |                          |                    |
| AFEIR  | \$820            |                    |                          |                    |                                      |                         |                          |                    |
| FEIR   | \$3,530          |                    |                          |                    |                                      |                         |                          |                    |
| Supplies, Mileage, and Miscellaneous Expenses  | \$6,781          |                    |                          |                    |                                      |                         |                          |                    |
| General & Administrative   | \$5,705          |                    |                          |                    |                                      |                         |                          |                    |
| <b>Subtotal Additional Costs (Base Fee)</b>  | <b>\$43,785</b>  |                    |                          |                    |                                      |                         |                          |                    |
| <b>TOTAL LABOR + ADDITIONAL COSTS</b>  | <b>\$208,995</b> |                    |                          |                    |                                      |                         |                          |                    |

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS RINCON CONSULTANTS, INC.

### Standard Fee Schedule for Environmental, Biological, and Planning Services

Rincon Consultants' fee schedule is based on the time that is charged to projects by our professionals and support staff. Direct costs associated with completing a project are also billed to the project as outlined under Reimbursable Expenses below. The following sets forth the billing rates for our personnel.

| <u>Professional and Technical Personnel</u>                          | <u>Rate</u> |
|--|-------------|
| Principal II.....  | \$ 210/hour |
| Principal I.....   | \$ 170/hour |
| Senior/Supervising Environmental Scientist/Planner/Biologist II..... | \$ 150/hour |
| Supervising Environmental Scientist/Planner/Biologist I.....         | \$ 140/hour |
| Senior Environmental Scientist/Planner/Biologist II.....             | \$ 135/hour |
| Senior Environmental Scientist/Planner/Biologist I.....              | \$ 120/hour |
| Environmental Scientist/Planner/Biologist III.....                   | \$ 105/hour |
| Environmental Scientist/Planner/Biologist II.....                    | \$ 90/hour  |
| Environmental Scientist/Planner/Biologist I.....                     | \$ 70/hour  |
| Environmental Technician.....  | \$ 60/hour  |
| Environmental Field Aide.....  | \$ 55/hour  |
| Senior GIS Specialist.....   | \$ 105/hour |
| GIS Specialist.....  | \$ 85/hour  |
| CAD Specialist.....  | \$ 70/hour  |
| Graphic Designer.....  | \$ 70/hour  |
| Technical Editor.....  | \$ 80/hour  |
| Clerical/Administrative Assistant.....                               | \$ 55/hour  |
| Production Technician.....   | \$ 55/hour  |

Expert witness services consisting of depositions and in-court testimony are charged at a rate of \$295/hour.

### Photocopying and Printing

Photocopies will be charged at a rate of \$0.08/copy for single-sided copies and \$0.16 for double-sided copies. Colored copies will be charged at a rate of \$1.00/copy for single-sided and \$2.00/copy for double-sided or 11"x17" copies. Oversized maps or display graphics will be charged at a rate of \$8.00/square foot.

### Reimbursable Expenses

Expenses associated with completing a project are termed Reimbursable Expenses. These expenses do not include the hourly billing rates described above. Reimbursable expenses include, but are not limited to, the following:

1. Direct costs associated with the execution of a project are billed at cost plus 15% to cover General and Administrative services. Direct costs include, but are not limited to, laboratory and drilling services charges, subcontractor services, authorized travel expenses, permit charges and filing fees, printing and graphic charges, mailings and postage, performance bonds, sample handling and shipment, equipment rental other than covered by the above charges, etc. Communications charges and miscellaneous office expenses (including PDAs, cell phones, phone, fax, and electronic data transmittals, digital cameras, photo processing, etc.) are billed at 3% of total labor.
2. Vehicle use in company-owned vehicles will be billed at a day rate of \$85/day for regular terrain vehicle use and \$135 per day for 4-WD off-road vehicle use. For transportation in employee-owned automobiles, automobile mileage will be charged at the current standard IRS rate. Rental vehicles will be billed at cost plus 15%.

**EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS  
RINCON CONSULTANTS, INC.**

**Equipment Schedule for Environmental, Biological, and Planning Services**

|   | Rate    | Unit                |
|---|---------|---------------------|
| <b>Environmental Site Assessment</b>  |         |                     |
| Bailer  | \$ 25   | Day                 |
| Brass Sample Sleeves  | \$ 10   | Each                |
| DC Purge Pump   | \$ 35   | Day                 |
| Disposable Bailer   | \$ 20   | Each                |
| Flame Ionization Detector   | \$ 200  | Day                 |
| Four Gas Monitor  | \$ 120  | Day                 |
| Hand Auger Sampler  | \$ 55   | Day                 |
| Level C Health and Safety   | \$ 60   | Person per day      |
| Oil-Water Interface Probe   | \$ 85   | Day                 |
| Photo-Ionization Detector   | \$ 120  | Day                 |
| Soil Vapor Extraction Monitoring Equipment  | \$ 140  | Day                 |
| Water Level Indicator   | \$ 35   | Day                 |
| <b>Water Resources</b>  |         |                     |
| Dissolved Oxygen Meter  | \$ 45   | Day                 |
| Refractometer (salinity)  | \$ 30   | Day                 |
| Sterilized Sample Jar   | \$ 5    | Each                |
| Temp-pH-Conductivity Meter  | \$ 50   | Day                 |
| Turbidity Meter   | \$ 30   | Day                 |
| <b>Biological Field Equipment</b>   |         |                     |
| Fiberoptic Scope  | \$ 90   | Day                 |
| Infrared Sensor Digital Camera  | \$ 50   | Day                 |
| Field Equipment Package, amphibian survey (digital camera, GPS, thermometer, decon chlorine, waders, float tube, hand net)        | \$ 150  | Day                 |
| Field Equipment Package, construction monitoring (digital camera, GPS, thermometer, binoculars, field computer, safety equipment) | \$ 95   | Day                 |
| Field Equipment Package, standard (digital camera, GPS, thermometer, binoculars, and botanic collecting equipment)                | \$ 45   | Day                 |
| Laser Rangefinder/Altitude  | \$ 10   | Day                 |
| Mammal trap, large  | \$ 1.50 | Each per trap cycle |
| Mammal trap, small  | \$ 0.50 | Each per trap cycle |
| Minnow trap   | \$ 85   | Each per job        |
| Net, hand   | \$ 10   | Day                 |
| Net, large seine  | \$ 50   | Day                 |
| Pettersson Bat Ultrasound Detector/Recording Equipment  | \$ 150  | Job                 |
| Pit-fall Trap   | \$ 5    | Each per trap cycle |
| Scent Station   | \$ 20   | Station             |
| Spotlight   | \$ 5    | Day                 |
| Trimble® GPS (submeter accuracy)  | \$ 190  | Job                 |
| Spotting Scope  | \$ 150  | Job                 |
| <b>Multi-Services Field Equipment</b>   |         |                     |
| Anemometer  | \$ 5    | Day                 |
| Computer Field Equipment  | \$ 45   | Day                 |
| GPS unit, standard field  | \$ 10   | Day                 |
| Offroad 4x4 Mule  | \$ 75   | Day                 |
| Sound Level Meter   | \$ 50   | Day                 |
| Standard Field GPS  | \$ 5    | Day                 |

## EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted when the work product is complete, shall identify the document or work product being delivered or monthly (by the tenth day of the month) and shall include the following:

#### 1. Invoice Coversheet

*Rincon Consultants, Inc.*  
*California Flats Solar Project Environmental Impact Report*

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

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

Agreement Term: *March 13, 2013 – December 31, 2014*

Agreement Amount: *\$282,075.75. (\$208,945.00 base budget plus \$75,130.75 project contingency)*

|               |     |            |   |       |
|---------------|-----|------------|---|-------|
| This Invoice: | 1.  | \$6,810.00 | Project Initiation and Data Collection                      | _____ |
|               | 2.  | \$ 980.00  | Notice of Preparation Meeting                               | _____ |
|               | 2.1 | \$2,680.00 | Community Scoping Meeting                                   | _____ |
|               | 3.  |            | Technical Peer Review                                       | _____ |
|               | 3.1 | \$7,930.00 | Biotic Report and Forest Management Plan, etc.              | _____ |
|               | 3.2 | *          | Traffic Impact Analysis Report                              | _____ |
|               | 3.3 | **         | Preliminary Drainage Report                                 | _____ |
|               | 3.4 | \$8,335.00 | Phase 1 / 2 Archaeological Investigation Report             | _____ |
|               | 3.5 | \$3,520.00 | Air Quality/Greenhouse Gas Emissions Assessment             | _____ |
|               | 3.6 | \$3,220.00 | Visual Impact Assessment                                    | _____ |
|               | 4.  |            | Technical Reports   | _____ |
|               | 4.1 | \$4,065.00 | Acoustical Analysis   | _____ |
|               | 5.  | \$2,970.00 | Responsible Agencies/Trustee Agencies/Other Agency Contacts | _____ |
|               | 6.  | \$3,995.00 | Administrative Draft Project Description                    | _____ |
|               | 7.  | \$1,415.00 | Draft Project Description                                   | _____ |
|               | 8.  |            | Administrative Draft EIR                                    | _____ |
|               | 8.1 | \$2,500.00 | Executive Summary   | _____ |
|               | 8.2 | \$2,330.00 | Introduction and Environmental Setting                      | _____ |
|               | 8.3 |            | EIR Impact Analysis   | _____ |
|               |     | \$2,260.00 | Aesthetics  | _____ |
|               |     | \$4,420.00 | Agricultural Resources                                      | _____ |
|               |     | \$2,470.00 | Air Quality   | _____ |
|               |     | \$5,310.00 | Biological Resources  | _____ |
|               |     | \$3,660.00 | Cultural Resources  | _____ |
|               |     | \$3,590.00 | Geology/Soils   | _____ |
|               |     | \$3,110.00 | Greenhouse Gas Emissions                                    | _____ |
|               |     | \$3,610.00 | Hazards and Hazardous Materials                             | _____ |
|               |     | \$3,780.00 | Hydrology/Water Quality                                     | _____ |
|               |     | \$4,870.00 | Land Use and Planning                                       | _____ |
|               |     | \$2,020.00 | Noise   | _____ |

*\*See Additional Costs*

# EXHIBIT A – SCOPE OF SERVICES/PAYMENT PROVISIONS

|                      |             |   |                     |
|----------------------|-------------|---|---------------------|
| <i>This Invoice:</i> | \$3,180.00  | Public Services                                   |                     |
|                      | \$2,320.00  | Transportation/Traffic (Rincon Labor Only)        |                     |
|                      | \$1,400.00  | Utilities and Services                            |                     |
|                      | \$1,640.00  | Effects Found Not to Be Significant               |                     |
| 8.4                  | \$5,920.00  | Alternatives (3)                                  |                     |
| 8.5                  | \$1,710.00  | Other CEQA-Required Services                      |                     |
| 9.                   |             | Draft EIR   |                     |
| 9.1                  | \$5,740.00  | Revise ADEIR Based on Staff Comments              |                     |
| 9.2                  | \$3,460.00  | Draft EIR Publication                             |                     |
| 10.                  |             | Administrative Final EIR and MMRP                 |                     |
| 10.1                 | \$8,160.00  | Administrative Final EIR/Responses to Comments    |                     |
| 10.2                 | \$2,210.00  | Draft Mitigation Monitoring and Reporting Program |                     |
| 11.                  |             | Final EIR   |                     |
| 11.1                 | \$4,570.00  | Revise AFEIR Based on Staff Comments              |                     |
| 11.2                 | \$2,840.00  | Publication of Final EIR                          |                     |
| 12.                  | \$5,200.00  | CEQA Findings                                     |                     |
| 13.                  | \$13,740.00 | Meetings and Hearings (24)                        |                     |
| 14.                  | \$1,890.00  | Assemble Administrative Record                    |                     |
|                      | \$11,380.00 | Project Management/Coordination                   |                     |
|                      |             | <u>Additional Costs</u>                           |                     |
|                      |             | Hexagon Transportation Consultants, Inc. –        |                     |
| *                    | \$9,940.00  | Traffic Peer Review and Analysis                  |                     |
|                      |             | Ecological Studies –                              |                     |
|                      | \$4,969.00  | Biological Impact Analysis Peer Review            |                     |
| **                   | \$8,600.00  | Wallace Group – Preliminary Report Peer Review    |                     |
|                      |             | Printing  |                     |
|                      | \$640.00    | ADEIR   |                     |
|                      | \$2,750.00  | DEIR  |                     |
|                      | \$820.00    | AFEIR   |                     |
|                      | \$3,530.00  | FEIR  |                     |
|                      |             | Miscellaneous                                     |                     |
|                      | \$6,781.00  | Supplies, Mileage, and Miscellaneous Expenses     |                     |
|                      | \$5,705.00  | General & Administrative                          |                     |
| <b>Grand Total:</b>  |             |   | <b>\$208,945.00</b> |

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

Approved as to Work/Payment: Taven M. Kinison Brown, Senior Planner \_\_\_\_\_ Date

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

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

### **2. Invoice Detail**

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

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

Transfer of funding from the Project Contingency Account (total contingency of \$73,130.75) 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 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 his absence, the Assistant Director. Within ten working days thereafter, the Director of Planning 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 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 Planning 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.

# **EXHIBIT 2**

## **APPLICABLE FEE SCHEDULE, DATED JULY 1, 2012**

Funding Agreement  
California Flats Solar, LLC  
California Flats Solar Project EIR  
RMA – Planning  
Term: March 13, 2013 – December 31, 2014  
Not to Exceed: \$285,245.75

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

| Permit Type  | PLAN     | Doc. Mgt<br>(\$) | Technology<br>Fee (\$) | Plan<br>Stamp | Env.<br>Stamp | CC     | GPU<br>(\$) | Total<br>FY10 | Notes                           |
|--|----------|------------------|------------------------|---------------|---------------|--------|-------------|---------------|---------------------------------|
| Administrative Permit - General                                | 2161.94  | 21.52            | 129.12                 | 434.69        | 97.50         | 182.91 | 129.92      | 4,576.96      |                                 |
| Administrative Permit - Senior Citizen Unit                    | 1129.77  | 11.30            | 67.79                  | 217.35        | 97.50         | 182.91 | 95.64       | 3,362.82      |                                 |
| Administrative Permit - Signs                                  | 1129.77  | 11.30            | 67.79                  | 217.35        | 0.00          | 0.00   | 45.90       | 1,655.02      |                                 |
| Airport Land Use Commission Application Review                 | 845.98   | 6.46             | 38.73                  | 0.00          | 0.00          | 0.00   | 19.37       | 710.14        |                                 |
| Appeal of Fee Determination                                    | 645.98   | 6.46             | 0.00                   | 0.00          | 0.00          | 146.33 | 0.00        | 798.37        |                                 |
| Appeals  | 3,916.94 | 39.17            | 0.00                   | 434.69        | 97.50         | 146.33 | 0.00        | 5,146.81      |                                 |
| Appeals of Administrative Determinations                       | 2,507.01 | 25.07            | 0.00                   | 0.00          | 0.00          | 146.33 | 0.00        | 2,678.41      |                                 |
| Application Request/Appointment                                | 464.19   |                  |                        | 0.00          | 0.00          | 0.00   |             | 484.19        |                                 |
| Big Sur Viewshed Acquisition                                   | 1,613.96 | 16.14            | 96.84                  | 1,085.68      | 2,242.55      | 828.49 | 83.86       | 2,992.22      |                                 |
| BP for Additions to existing commercial/Industrial             | 806.98   |                  | 48.42                  | 217.35        | 467.42        | 551.96 | 0.00        | 2,174.04      |                                 |
| BP for Additions to existing residential structures            | 645.98   |                  | 38.73                  | 217.35        | 467.42        | 227.63 | 0.00        | 1,714.42      |                                 |
| BP for Ground Mounted Solar and Significant Demolition         | 614.00   |                  | 9.88                   | 0.00          | 0.00          | 0.00   | 0.00        | 175.92        |                                 |
| BP for Minor Review (Dwelling Addition under 500 sq.)          | 161.40   |                  | 9.88                   | 0.00          | 0.00          | 0.00   | 4.84        | 175.92        |                                 |
| BP for New commercial & Industrial development                 | 968.37   |                  | 58.10                  | 217.35        | 467.42        | 551.96 | 0.00        | 2,349.85      |                                 |
| BP for New SFD   | 806.98   |                  | 48.42                  | 217.35        | 467.42        | 276.53 | 0.00        | 2,141.52      |                                 |
| Certificate of Compliance a) 1-2 Lots                          | 1,613.96 | 16.14            | 96.84                  | 1,085.68      | 2,242.55      | 828.49 | 83.86       | 2,992.22      |                                 |
| Certificate of Compliance b) each additional lot above two (2) | 464.19   | 4.84             | 29.05                  | 0.00          | 0.00          | 16.20  | 365.83      | 3,234.93      |                                 |
| Certificate of Correction                                      | 645.98   | 6.46             | 38.73                  | 0.00          | 0.00          | 0.00   | 28.99       | 1,029.10      |                                 |
| Coastal Administrative Permit                                  | 2,151.94 | 21.52            | 129.12                 | 434.69        | 97.50         | 182.91 | 145.48      | 5,145.51      |                                 |
| Coastal Administrative Permit - Senior Unit                    | 1,129.77 | 11.30            | 67.79                  | 217.35        | 97.50         | 182.91 | 114.82      | 4,021.13      |                                 |
| Coastal Administrative Permit - Signs                          | 1,129.77 | 11.30            | 67.79                  | 217.35        | 0.00          | 0.00   | 42.64       | 1,543.09      |                                 |
| Coastal Development Permit - General                           | 4,841.87 | 48.42            | 280.51                 | 1,650.97      | 97.50         | 914.59 | 254.62      | 9,080.82      |                                 |
| Coastal Development Permit - Signs                             | 2,259.54 | 22.60            | 135.57                 | 217.35        | 0.00          | 182.91 | 79.79       | 2,997.76      |                                 |
| Coastal Development Permit - Tree Removal                      | 2,259.54 | 22.60            | 135.57                 | 217.35        | 0.00          | 182.91 | 80.80       | 2,925.47      |                                 |
| Coastal Implementation Plan Amend - Extraordinary Project      | 1,614.00 | 16.14            | 96.84                  | 1,085.68      | 2,242.55      | 828.49 | 1,136.16    | 40,137.94     | Extraordinary Proj/ Hourly Rate |
| Code Enforcement activities(per hour)                          | 1,126.97 | 0.00             | 0.00                   | 0.00          | 0.00          | 0.00   | 0.00        | 126.97        |                                 |
| Conditional Certificate of Compliance                          | 3,227.91 | 32.28            | 193.67                 | 1,650.97      | 97.50         | 548.75 | 149.39      | 5,354.93      | P&B & CC: fees per lot          |
| Conformance Determination (Specific Plan) - Director           | 1,129.77 | 11.30            | 67.79                  | 217.35        | 0.00          | 548.75 | 50.36       | 1,807.97      |                                 |
| Conformance Determination (Specific Plan) - Hearing            | 2,222.63 | 32.23            | 193.35                 | 1,650.97      | 97.50         | 548.75 | 113.14      | 4,110.00      |                                 |
| Corner Record  | 0.00     | 0.00             | 0.00                   | 0.00          | 0.00          | 0.00   | 0.36        | 12.20         |                                 |
| Design Approval Requiring Public Hearing                       | 806.98   | 8.07             | 48.42                  | 217.35        | 467.42        | 182.91 | 29.70       | 1,076.08      |                                 |
| Design Approval, Director's Approval                           | 464.19   | 4.84             | 29.05                  | 0.00          | 0.00          | 0.00   | 14.53       | 532.61        |                                 |



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

| Permit Type   | PLAN      | Doc. Mgt<br>(3) | Technology<br>Fee (8) | PWD      | NRA      | PH       | CG       | GPU<br>(6) | Total<br>FY10 | Notes   |
|---|-----------|-----------------|-----------------------|----------|----------|----------|----------|------------|---------------|---|
| Design Approval, Reroof   | 16,139.56 | 1.61            | 9.88                  | 0.00     | 0.00     | 0.00     | 0.00     | -4.84      | 177.53        |   |
| Development Agreement (7) Hourly Rate - Extraordinary Project         | 16,139.56 | 161.40          | 968.37                | 5,379.85 | 7,204.70 | 7,204.70 | 1,829.15 | 1,136.16   | 40,137.94     | Extraordinary Proj/ Hourly Rate               |
| EIR Review/Contract Admin (1) (7) Hourly Rate - Extraordinary Project | 16,139.56 | 161.40          | 968.37                | 5,379.85 | 7,204.70 | 7,204.70 | 1,829.15 | 1,136.16   | 40,137.94     | Extraordinary Proj/ Hourly Rate               |
| Emergency Permits   | 2,420.08  | 24.21           | 145.26                | 0.00     | 0.00     | 0.00     | 91.46    | 75.37      | 2,767.23      |   |
| Extraordinary Development Applications (7)                            | 16,139.56 | 161.40          | 968.37                | 5,379.85 | 7,204.70 | 7,204.70 | 1,829.15 | 1,136.16   | 40,137.94     | DEPOSIT                                       |
| Field Review Before an Application                                    | 3,227.91  | 3.23            | 19.37                 | 0.00     | 0.00     | 0.00     | 0.00     | 9.68       | 355.07        |   |
| Franchise Agreement   | 0.00      | 0.00            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 65.14      | 2,236.44      |   |
| Franchise Agreement Extension / Amendment                             | 0.00      | 0.00            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 32.57      | 1,118.22      |   |
| General / Area / Specific Plan Amendment - Extraordinary Project      | 16,139.56 | 161.40          | 968.37                | 5,379.85 | 7,204.70 | 7,204.70 | 1,829.15 | 1,136.16   | 40,137.94     | Extraordinary Proj/ Hourly Rate               |
| General Development Plan  | 3,227.91  | 32.28           | 193.67                | 550.97   | 2,220.05 | 2,220.05 | 182.91   | 183.31     | 6,519.69      |   |
| Grading Permits (not in conjunction with BP)                          | 968.37    | 0.00            | 58.10                 | 0.00     | 0.00     | 0.00     | 0.00     | 51.00      | 1,809.13      |   |
| House Number  | 0.00      | 0.00            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 1.65       | 56.52         |   |
| Hydrogeologic Report Review   | 0.00      | 0.00            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 21.95      | 753.61        |   |
| Hydrogeologic Report Review w/Diminution Finding                      | 0.00      | 0.00            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 7.33       | 251.58        |   |
| Improvement Plan Processing   | 0.00      | 0.00            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 13.04      | 447.73        |   |
| Improvement Plans (per Square foot of Pavement)                       | 5,987.78  | 59.88           | 359.27                | 0.00     | 0.00     | 0.00     | 0.00     | 0.00       | 0.05          |   |
| Initial Study CEQA - Minor Subdivision / Commercial / Industrial      | 4,250.09  | 42.50           | 255.01                | 0.00     | 0.00     | 0.00     | 0.00     | 248.52     | 8,951.58      |   |
| Initial Study CEQA - Other  | 1,129.77  | 11.30           | 67.79                 | 0.00     | 0.00     | 0.00     | 0.00     | 185.41     | 6,663.31      |   |
| Initial Study CEQA - SFD, filed from earlier EIR                      | 4,250.09  | 42.50           | 255.01                | 0.00     | 0.00     | 0.00     | 0.00     | 86.32      | 3,111.26      |   |
| Initial Study CEQA - Single Family Dwelling (SFD)                     | 4,250.09  | 42.50           | 255.01                | 0.00     | 0.00     | 0.00     | 0.00     | 174.44     | 6,286.51      |   |
| Initial Study CEQA - Standard Subdivision                             | 16,139.56 | 161.40          | 968.37                | 5,379.85 | 7,204.70 | 7,204.70 | 1,829.15 | 583.57     | 21,185.82     | DEPOSIT                                       |
| Landscape/Fuel Mgt. re-inspection (per hour)                          | 161.40    | 1.61            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 0.00       | 163.01        |   |
| Landscape/Fuel Mgt. Review, Commercial                                | 4,250.09  | 42.50           | 255.01                | 0.00     | 0.00     | 0.00     | 0.00     | 0.00       | 489.03        |   |
| Landscape/Fuel Mgt. Review, Residential                               | 2,420.08  | 24.21           | 145.26                | 0.00     | 0.00     | 0.00     | 0.00     | 0.00       | 244.52        |   |
| Letters of Public Convenience and Necessity                           | 805.99    | 8.07            | 48.42                 | 0.00     | 0.00     | 0.00     | 0.00     | 24.21      | 887.66        |   |
| License to Cross Non-Access Strip                                     | 0.00      | 0.00            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 32.57      | 1,118.22      |   |
| LLA Amendment, Revision or Extension                                  | 16,139.56 | 161.40          | 968.37                | 5,379.85 | 7,204.70 | 7,204.70 | 1,829.15 | 87.86      | 3,128.64      |   |
| Lot Line Adjustment - General   | 2,805.12  | 28.05           | 174.31                | 0.00     | 0.00     | 0.00     | 0.00     | 169.95     | 6,038.30      |   |
| Lot Line Adjustment - Williamson Act                                  | 2,805.12  | 28.05           | 174.31                | 0.00     | 0.00     | 0.00     | 0.00     | 198.68     | 7,002.04      |   |
| Mills Act Application   | 1,291.35  | 12.91           | 77.47                 | 0.00     | 0.00     | 0.00     | 0.00     | 44.22      | 1,926.87      | Total includes fee of \$358.66 for Parks Dept |
| Mills Act Selected Contract Processing Fee                            | 845.88    | 8.46            | 0.00                  | 0.00     | 0.00     | 0.00     | 0.00     | 41.32      | 1,405.02      |   |
| Minor and Trivial Amendment (no public hearing)                       | 956.75    | 9.57            | 116.21                | 0.00     | 0.00     | 0.00     | 0.00     | 60.85      | 2,224.84      |   |

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

| Permit Type  | PLAN      | Doc. Mgt.<br>(3) | Technology<br>Fee (8) | PRD       | WRA      | EH       | CC       | GPU<br>(6) | Total<br>FY10 | Notes                                  |
|--|-----------|------------------|-----------------------|-----------|----------|----------|----------|------------|---------------|--|
| Minor Subdivision Tentative Map (exst. sewers)           | 6,455.82  | 64.56            | 387.35                | 12,397.58 | 2,927.72 | 2,071.24 | 1,646.24 | 484.66     | 16,405.17     |  |
| Minor Subdivision Tentative Map (new septic or system)   | 6,455.82  | 64.56            | 387.35                | 12,397.58 | 2,927.72 | 2,759.67 | 1,646.24 | 485.32     | 17,114.46     |  |
| Mitigation Monitoring - 1 to 10 measures                 | 3,227.91  | 32.28            | 0.00                  | 6,192.29  | 1,463.32 | 1,720.90 | 365.83   | 0.00       | 5,620.87      |  |
| Mitigation Monitoring - 11 to 30 measures                | 6,455.82  | 64.56            | 0.00                  | 12,385.65 | 2,927.72 | 3,440.72 | 731.66   | 0.00       | 11,241.73     |  |
| Mitigation Monitoring - 31 to 100 measures               | 9,683.73  | 96.84            | 0.00                  | 18,671.30 | 4,394.99 | 5,161.63 | 1,463.32 | 0.00       | 17,771.81     |  |
| Mitigation Monitoring - over 100 measures                | 9,683.73  | 96.84            | 0.00                  | 18,671.30 | 4,394.99 | 5,161.63 | 1,463.32 | 0.00       | 17,771.81     |  |
| Monterey Peninsula Water Mgmt Dist. Allocation Tracking  |           |                  |                       |           |          |          |          |            |               | DEPOSIT/WRA: after 24 hrs, \$121.58/hr |
| MS Ext (exst. sewers)                                    | 3,227.91  | 32.28            | 0.00                  | 6,192.29  | 1,463.32 | 1,720.90 | 365.83   | 0.00       | 5,620.87      |  |
| MS Amend, Revisions (exst. sewers)                       | 3,227.91  | 32.28            | 193.67                | 3,434.68  | 826.01   | 1,131.17 | 731.66   | 182.53     | 5,805.99      |  |
| MS Amend, Revisions (new septic or systems)              | 3,227.91  | 32.28            | 193.67                | 3,434.68  | 826.01   | 1,131.17 | 731.66   | 182.53     | 5,805.99      |  |
| MS Amended Parcel Map (EXIST SEWER)                      | 3,227.91  | 32.28            | 193.67                | 3,434.68  | 826.01   | 1,131.17 | 731.66   | 182.53     | 5,805.99      |  |
| MS Amended Parcel Map (NEW SEPTIC OR SYSTEM)             | 3,227.91  | 32.28            | 193.67                | 3,434.68  | 826.01   | 1,131.17 | 731.66   | 182.53     | 5,805.99      |  |
| MS Ext (new septic or system)                            | 3,227.91  | 32.28            | 193.67                | 3,434.68  | 826.01   | 1,131.17 | 731.66   | 182.53     | 5,805.99      |  |
| MS Vesting Tentative Map (exst. sewers)                  | 9,683.73  | 96.84            | 581.02                | 18,367.58 | 4,394.99 | 5,161.63 | 1,646.24 | 561.50     | 19,955.87     |  |
| MS Vesting Tentative Map (new septic or system)          | 9,683.73  | 96.84            | 581.02                | 18,367.58 | 4,394.99 | 5,161.63 | 1,646.24 | 582.15     | 20,655.15     |  |
| MS Vesting Tentative Map Ext (exst. sewers)              | 3,227.91  | 32.28            | 193.67                | 3,434.68  | 826.01   | 1,131.17 | 731.66   | 182.53     | 5,805.99      |  |
| MS Vesting Tentative Map Ext (new septic or system)      | 3,227.91  | 32.28            | 193.67                | 3,434.68  | 826.01   | 1,131.17 | 731.66   | 182.53     | 5,805.99      |  |
| Oak Woodland Guidelines Consistency Certification        | 3,227.91  | 3.23             | 19.37                 | 10.00     | 0.00     | 0.00     | 0.00     | 0.00       | 528.30        |  |
| Parcel Legality Determination - each additional lot > 2  | 806.98    | 8.07             | 29.05                 | 10.00     | 0.00     | 0.00     | 365.83   | 25.50      | 909.41        | CC: per each addtl lot                 |
| Parcel Legality Determination 1-2 Lots                   | 806.98    | 0.00             | 48.42                 | 10.00     | 0.00     | 0.00     | 1,097.49 | 57.13      | 2,018.09      | CC: 1-2 lots                           |
| Parcel Map Processing                                    | 0.00      | 0.00             | 0.00                  | 10.00     | 0.00     | 0.00     | 0.00     | 42.32      | 1,452.91      |  |
| Parcel Map Processing (per Lot)                          | 0.00      | 0.00             | 0.00                  | 10.00     | 0.00     | 0.00     | 0.00     | 0.00       | 0.00          |  |
| Permit Amendment, Renewals, Revisions or Extensions      | 3,227.91  | 32.28            | 193.67                | 3,434.68  | 826.01   | 1,131.17 | 365.83   | 141.77     | 5,093.39      |  |
| Plan check fee for building permit                       | 0.00      | 0.00             | 0.00                  | 10.00     | 0.00     | 0.00     | 0.00     | 10.97      | 376.80        |  |
| Pre/Post Application Conference - change to (per hour)   | 16,139.58 | 0.00             | 0.00                  | 10.00     | 0.00     | 0.00     | 0.00     | 0.00       | 534.76        | PER HOUR                               |
| Preliminary Map  | 0.00      | 0.00             | 0.00                  | 10.00     | 0.00     | 0.00     | 0.00     | 32.57      | 1,118.22      |  |
| Public Service Easement Abandonment                      | 0.00      | 0.00             | 0.00                  | 10.00     | 0.00     | 0.00     | 0.00     | 65.14      | 2,286.44      |  |
| Record of Survey   | 0.00      | 0.00             | 0.00                  | 10.00     | 0.00     | 0.00     | 0.00     | 13.04      | 447.73        |  |
| Research   | 3,227.91  | 3.23             | 19.37                 | 10.00     | 0.00     | 0.00     | 0.00     | 12.94      | 467.01        |  |
| Rezoning or Code Text Amendments - Extraordinary Project | 16,139.58 | 0.00             | 968.37                | 15,379.86 | 3,635.93 | 4,204.47 | 1,820.15 | 1,135.16   | 39,976.54     | Extraordinary Proj/ Hourly Rate        |
| Road Abandonment   | 806.98    | 8.07             | 48.42                 | 10.00     | 0.00     | 0.00     | 365.83   | 116.59     | 4,059.48      |  |
| Road Name  | 0.00      | 0.00             | 0.00                  | 10.00     | 0.00     | 0.00     | 0.00     | 32.57      | 1,118.22      |  |

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

| Permit Type   | PLAN      | Doc. Mgt<br>(3) | Technology<br>Fee (8) | ENV<br>15 | WATER<br>16 | CC       | GPU<br>(6) | Total<br>FY10 | Notes  |
|---|-----------|-----------------|-----------------------|-----------|-------------|----------|------------|---------------|--|
| Scenic Easement Amendment   | 16,139.96 | 16.14           | 96.84                 | 0.00      | 0.00        | 0.00     | 59.39      | 2,152.16      |  |
| Sewage treatment & reclamation facility - Application               | 0.00      | 0.00            | 0.00                  | 0.00      | 0.00        | 0.00     | 33.12      | 1,137.07      |  |
| Sewage treatment & reclamation facility - Permit fee /yr.           | 0.00      | 0.00            | 0.00                  | 0.00      | 0.00        | 0.00     | 24.85      | 853.34        |  |
| Soils Testing (per hour)  | 0.00      | 0.00            | 0.00                  | 0.00      | 0.00        | 0.00     | 4.29       | 147.39        |  |
| Specific Plan (2) (7) Hourly Rate - Extraordinary Project           | 16,139.96 | 16.14           | 96.84                 | 0.00      | 0.00        | 0.00     | 1,136.46   | 40,137.94     | Extraordinary Proj/ Hourly Rate                  |
| Specific Plan Amendment (2) (7) Hourly Rate - Extraordinary Project | 16,139.96 | 16.14           | 96.84                 | 0.00      | 0.00        | 0.00     | 1,136.46   | 40,137.94     | Extraordinary Proj/ Hourly Rate                  |
| Specific Plan Conformance Determination                             | 0.00      | 0.00            | 0.00                  | 0.00      | 0.00        | 0.00     | 15.46      | 565.21        |  |
| Standard Sub Preliminary Map (exist sewers)(4)                      | 16,139.96 | 64.46           | 386.70                | 1,085.65  | 2,527.72    | 2,759.87 | 396.55     | 14,066.00     | WRA: After 24 hrs, \$121.58/hr                   |
| Standard Sub Preliminary Map (new septic or system)                 | 16,139.96 | 64.46           | 386.70                | 1,085.65  | 2,527.72    | 2,759.87 | 477.27     | 14,777.48     | WRA: After 24 hrs, \$121.58/hr                   |
| Standard Sub Project Review Map (CVMP)                              | 12,911.65 | 22.38           | 134.28                | 2,174.30  | 3,300.00    | 3,300.00 | 132.28     | 4,698.25      |  |
| Standard Sub Tentative Map (exist sewers)                           | 12,911.65 | 129.12          | 774.70                | 3,457.03  | 3,659.98    | 2,759.87 | 790.39     | 28,040.43     | PW: +\$335.70/60' WRA: After 30 hrs, \$121.58/hr |
| Standard Sub Tentative Map (new septic or system)                   | 12,911.65 | 129.12          | 774.70                | 3,457.03  | 3,659.98    | 2,759.87 | 811.11     | 28,751.91     | PW: +\$335.70/60' WRA: After 30 hrs, \$121.58/hr |
| Standard Sub Vesting Tentative Map (exist sewers)                   | 12,911.65 | 129.12          | 774.70                | 3,457.03  | 3,659.98    | 2,759.87 | 826.96     | 29,296.07     | PW: +\$335.70/60' WRA: After 40 hrs, \$121.58/hr |
| Standard Sub, Amended Final Map (ON SEPTIC)                         | 3,873.49  | 38.73           | 232.41                | 2,217.40  | 3,610.08    | 1,517.11 | 289.06     | 10,195.50     |  |
| Standard Sub, Amended Final Map (ON SEWER OR EXIST SYSTEM)          | 3,873.49  | 38.73           | 232.41                | 2,217.40  | 3,610.08    | 1,517.11 | 280.83     | 9,912.90      |  |
| Std Sub Amendment or Revision (exist sewers)                        | 3,873.49  | 38.73           | 232.41                | 2,217.40  | 3,610.08    | 1,517.11 | 254.78     | 9,018.55      | WRA: After 5 hrs, \$121.58/hr                    |
| Std Sub Amendment or Revision (new septic or system)                | 3,873.49  | 38.73           | 232.41                | 2,217.40  | 3,610.08    | 1,517.11 | 263.01     | 9,301.15      | WRA: After 5 hrs, \$121.58/hr                    |
| Std Sub Extension (exist sewers)                                    | 3,873.49  | 38.73           | 232.41                | 2,217.40  | 3,610.08    | 1,517.11 | 200.39     | 7,151.15      | WRA: After 5 hrs, \$121.58/hr                    |
| Std Sub Extension (new septic or system)                            | 3,873.49  | 38.73           | 232.41                | 2,217.40  | 3,610.08    | 1,517.11 | 200.39     | 7,151.15      | WRA: After 5 hrs, \$121.58/hr                    |
| Std Sub Final Map Processing (4)                                    | 0.00      | 0.00            | 0.00                  | 1,676.51  | 3,610.08    | 1,517.11 | 121.11     | 4,158.15      | PW: +\$167.85/lot                                |
| Std Sub Vesting Tentative Map (new septic or system)                | 12,911.65 | 129.12          | 774.70                | 3,457.03  | 3,659.98    | 2,759.87 | 847.66     | 30,007.55     | PW: +\$335.70/60' WRA: After 40 hrs, \$121.58/hr |
| Surface Mine Annual Inspection                                      | 3,873.49  | 32.28           | 193.67                | 2,217.40  | 3,610.08    | 1,517.11 | 96.84      | 3,550.70      |  |
| Surface Mine Reclamation Plan                                       | 12,911.65 | 129.12          | 774.70                | 3,457.03  | 3,659.98    | 2,759.87 | 409.30     | 14,956.43     |  |
| Tree Removal, Director's Approval (Inland)                          | 12,911.65 | 2.58            | 15.49                 | 0.00      | 0.00        | 0.00     | 7.75       | 284.05        |  |
| Tree Waiver, Coastal  | 12,911.65 | 2.58            | 15.49                 | 0.00      | 0.00        | 0.00     | 7.75       | 284.05        |  |
| Use Permit - General  | 4,034.89  | 40.35           | 242.09                | 2,650.97  | 3,610.08    | 1,517.11 | 219.43     | 7,816.33      |  |
| Use Permit - Signs  | 3,259.54  | 22.60           | 135.57                | 2,174.30  | 3,610.08    | 1,517.11 | 79.79      | 2,897.76      |  |
| Use Permit - Tree Removal   | 3,259.54  | 22.60           | 135.57                | 2,174.30  | 3,610.08    | 1,517.11 | 73.27      | 2,673.89      |  |
| Variance  | 3,259.54  | 32.28           | 193.67                | 2,217.40  | 3,610.08    | 1,517.11 | 157.55     | 5,635.28      |  |
| Vested Rights Determination   | 16,455.82 | 64.56           | 387.35                | 1,085.65  | 2,527.72    | 2,759.87 | 248.55     | 9,985.43      |  |
| Well Construction/Destruction Database Maintenance                  | 0.00      | 0.00            | 0.00                  | 0.00      | 0.00        | 0.00     | 10.97      | 375.80        |  |
| Well Construction-over 5 acres ft production in zone 2A             | 0.00      | 0.00            | 0.00                  | 0.00      | 0.00        | 0.00     | 18.30      | 628.38        |  |

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

| Permit Type  | PLAN    | Doc. Mgt<br>(3) | Technology<br>Fee (8) | PWD  | IMP  | SET  | CC       | GPU<br>(6) | Total<br>FY10 | Notes |
|--|---------|-----------------|-----------------------|------|------|------|----------|------------|---------------|-------|
| Well Reconstruction/Destruction for zone 2A        | 0.00    | 0.00            | 0.00                  | 0.00 | 0.00 | 0.00 | 0.00     | 10.97      | 376.80        |       |
| Williamson Act. or Farmland Security Zone Contract | 1452.56 | 14.53           | 87.15                 | 0.00 | 0.00 | 0.00 | 1,463.32 | 87.46      | 3,105.04      |       |
| Williamson Act Amendments                          | 1452.56 | 14.53           | 87.15                 | 0.00 | 0.00 | 0.00 | 1,463.32 | 71.01      | 2,539.83      |       |

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

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

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

- Effective 7/1/2009: .8% Increase
- Effective 7/1/2010: 1.7% Increase
- Effective 7/1/2011: 2.8% Increase
- Effective 7/1/2012: 2.1% Increase