

**AMENDMENT NO. 2
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
THOMPSON HOLDINGS, LLC**

THIS AMENDMENT NO. 2 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Thompson Holdings, LLC (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT applied to the County for approval of a Combined Development Permit for the Paraiso Hot Springs Resort (hereinafter, "Project") requiring an Environmental Impact Report (hereinafter, "EIR"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, PROJECT APPLICANT entered into a Funding Agreement with County on September 11, 2012 (hereinafter, "Agreement") to provide funding for the EIR for the Project through June 30, 2013 for an amount not to exceed \$163,466.93; and

WHEREAS, Agreement was renewed, retroactive to June 30, 2013, by the Parties on January 20, 2016 (hereinafter, "Renewal and Amendment No. 1", including Exhibit 1 – Professional Services Agreement) and amended to extend the term for forty-two (42) additional months through December 31, 2016 and to increase the Agreement amount by \$146,232.28 which resulted in a total not to exceed amount of \$309,699.21; and

WHEREAS, Contractor has completed Project tasks through the circulation of the Project's Draft EIR for Public review; and

WHEREAS, the Parties have identified a need for Contractor to update the Project Draft EIR; and

WHEREAS, the Parties wish to reduce the cost associated with Contractor's subconsultant, Hexagon Transportation Consultants, Inc.'s peer review of the Traffic Impact Analysis and related subconsultant overhead charges in the amount of \$10,805.00, from Exhibit A-3, Scope of Services/Payment Provisions, of Contractor's Professional Services Agreement (PSA) included in Exhibit 1B to this Agreement; and

WHEREAS, the Parties wish to reallocate funding within the Agreement in the amount of \$10,805.00 to expand tasks as included in Exhibit A-4, Scope of Services/Payment Provisions, of Contractor's PSA included in Exhibit 1C to this Agreement; and

WHEREAS, additional time is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to June 30, 2017, and to reallocate funding in the amount of \$10,805.00 with no associated dollar amount increase to allow PROJECT APPLICANT to continue funding County for costs incurred by Contractor and County departments to complete tasks identified in this Agreement and as amended by this Amendment No. 2.

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

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

Due to the magnitude and complexity of the PROJECT, the Resource Management Agency's Chief of Planning, hereinafter, "CHIEF", and PROJECT APPLICANT have agreed that it is necessary and desirable that County engage EMC Planning Group, Inc., hereinafter, "CONTRACTOR", to complete an Environmental Impact Report, hereinafter, "EIR", attend public hearings and meetings on the PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, "PSA", between County and CONTRACTOR, attached to this AGREEMENT as Exhibit "1", Scope of Work specified in Amendment No. 1 through Amendment No. 5 to the PSA, attached to this AGREEMENT as Exhibit "1A", Scope of Work specified in Amendment No. 6 to the PSA, attached to this AGREEMENT as Exhibit "1B", and Scope of Work specified in Amendment No. 7 to the PSA, attached to this AGREEMENT as Exhibit "1C", and incorporated herein by reference as if fully set forth. County shall manage the PROJECT work performed by CONTRACTOR.

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

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

3. Amend the first sentence of Paragraph 3, "Engagement of CONTRACTOR", to read as follows:

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

4. Amend the third paragraph of Section a, "CONTRACTOR", of Paragraph 4, "Payments to CONTRACTOR and County", to read as follows:

Should this AGREEMENT be terminated prior to June 30, 2017, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

5. Amend Paragraph 6, "Term", to read as follows:

AGREEMENT shall become effective September 10, 2012 and continue through June 30, 2017, unless terminated pursuant to Paragraph 7 or amended pursuant to Paragraph 11 of AGREEMENT.

6. Amend first sentence of Paragraph 7, "Termination", to read as follows:

AGREEMENT shall terminate on June 30, 2017, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

7. Amend "TO COUNTY" section of Paragraph 20, "Notices" to read as follows:

Carl P. Holm, AICP, Resource Management Agency (RMA) Director and Chief of Planning
County of Monterey RMA
168 West Alisal Street, 2nd Floor
Salinas, California 93901

8. All other terms and conditions of the Agreement remain unchanged and in full force.
9. This Amendment No. 2 and the previous Renewal and Amendment No. 1 to the Agreement shall be attached to this Agreement and incorporated therein as if fully set forth in the Agreement.
10. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Carl P. Holm, AICP
Chief of Planning
John Guenther, Deputy Director
Date: 12-21-16

THOMPSON HOLDINGS, LLC*

By: [Signature]
(Signature of Chair, President or Vice President)
Its: John M. Thompson / President
(Print Name and Title)
Date: 12-14-16

Reviewed as to fiscal provisions 12/21/16
[Signature]
Auditor-Controller
County of Monterey

By: [Signature]
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)
Its: Karen A. Thompson-Harry / Secretary
(Print Name and Title)
Date: 12-14-16

Approved as to Form and Legality
Office of the County Counsel
By: [Signature]
Mary Grace Perry
Deputy County Counsel
Date: 12-16-16

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set for in the Agreement together with the signatures of two specified officers. IF PROJECT 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 PROJECT 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.

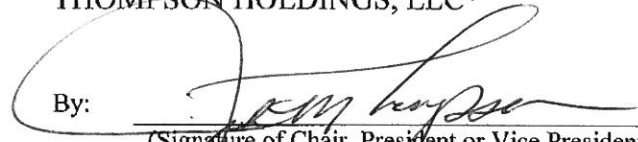
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Carl P. Holm, AICP
Chief of Planning

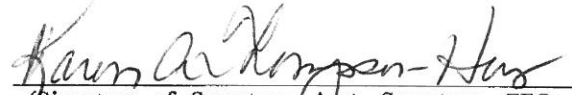
Date: _____

THOMPSON HOLDINGS, LLC*

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

Its: John M. Thompson / President
(Print Name and Title)

Date: 12-14-16

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

Its: Karen A. Thompson-Hurry / Secretary
(Print Name and Title)

Date: 12-14-16

Approved as to Form and Legality
Office of the County Counsel

By: _____
Mary Grace Perry
Deputy County Counsel

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set for in the Agreement together with the signatures of two specified officers. IF PROJECT 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 PROJECT 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 1C

**AMENDMENT NO. 7 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
EMC PLANNING GROUP, INC.
AND THE COUNTY OF MONTEREY
FOR THE
ENVIRONMENTAL IMPACT REPORT
FOR THE
PARAISO HOT SPRINGS RESORT**

**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 7 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on September 11, 2012 (hereinafter, "Agreement") to provide an Environmental Impact Report (EIR) for the Paraiso Hot Springs Resort (hereinafter, "Project") through June 30, 2013 for an amount not to exceed \$143,554.80; and

WHEREAS, Agreement was amended by the Parties on March 22, 2013 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for one (1) additional year through June 30, 2014 and to increase the Agreement amount by \$6,850.00 which resulted in a total not to exceed amount of \$150,404.80; and

WHEREAS, Agreement was amended by the Parties on July 1, 2013 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions) to increase the Agreement amount by \$6,010.00 which resulted in a total not to exceed amount of \$156,414.80 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on May 21, 2014 (hereinafter, "Amendment No. 3") to extend the term for six (6) additional months through December 31, 2014 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on October 28, 2014 (hereinafter, "Amendment No. 4") to extend the term for six (6) additional months through June 30, 2015 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 9, 2015 (hereinafter, "Amendment No. 5") to extend the term for one (1) additional year through June 30, 2016 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on January 20, 2016 (hereinafter, "Amendment No. 6", including Exhibit A-3 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through December 31, 2016 and to increase the Agreement amount by \$146,232.28 which resulted in a total not to exceed amount of \$302,647.08; and

WHEREAS, CONTRACTOR has completed Project tasks through the circulation of the Project's Draft EIR for Public review; and

WHEREAS, the Parties have identified a need to update the Project's Draft EIR; and

WHEREAS, the Parties wish to reduce the cost associated with CONTRACTOR's subconsultant, Hexagon Transportation Consultants, Inc.'s peer review of the Traffic Impact Analysis and related subconsultant overhead charges in the amount of \$10,805.00, from Exhibit A-3, Scope of Services/Payment Provisions, of this Agreement; and

WHEREAS, the Parties wish to reallocate funding within the Agreement in the amount of \$10,805.00 to expand tasks as included in Exhibit A-4, Scope of Services/Payment Provisions, of this Agreement; and

WHEREAS, additional time is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to June 30, 2017, and to reallocate funding in the amount of \$10,805.00 with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 7.

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

1. In all places within the Agreement, Pages 8, 9, 10 and 11 of "Exhibit A-3, Scope of Services/Payment Provisions" are hereby deleted.
2. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A, A-1, A-2, A-3 and A-4 in conformity with the terms of this Agreement.
3. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

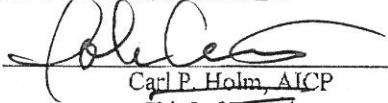
The term of this Agreement is from September 10, 2012 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.
4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4, Scope of Services/Payment Provisions".
5. The "Paraiso Springs EIR Schedule (August 20, 2012)" referenced in Exhibit A – Scope of Services/Payment Provisions of this Agreement is hereby amended to extend through June 30, 2017, 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. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

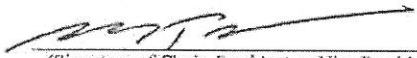
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Carl P. Holm, AICP
Chief of Planning
John Gubert, Deputy Director
Date: 12-21-16

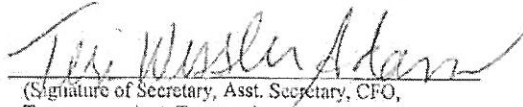
EMC Planning Group, Inc.
Contractor's Business Name

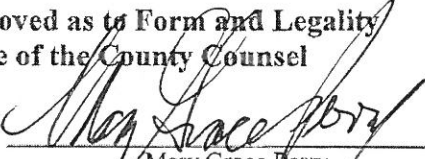
By: 
(Signature of Chair, President or Vice President)

Its: Michael J. Groves, President
(Printed Name and Title)

Date: 12/14/16

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

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

By: 
Mary Grace Perry
Deputy County Counsel

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: 12-16-16

Date: 12/14/16

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 12-14-16

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

8. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Carl P. Holm, AICP
Chief of Planning

EMC Planning Group, Inc.
Contractor's Business Name

Date: _____

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

Its: Michael J. Groves, President
(Printed Name and Title)

Date: 12/14/16

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

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

By: _____
Mary Grace Perry
Deputy County Counsel

Its: Teri Wissler Adam, Secretary
(Printed Name and Title)

Date: _____

Date: 12/14/16

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

County has requested an itemization of tasks from CONTRACTOR necessary for the preparation of a Revised Draft Environmental Impact Report (EIR) as part of the ongoing environmental review process for the proposed Paraiso Springs Resort Project (Project).

As discussed with Mike Novo of County on November 9, 2016, there is currently \$16,800.00 of CONTRACTOR's budget allocated to a peer review of the 2016 Hatch Mott MacDonald (HMM) Traffic Impact Analysis by Hexagon Transportation Consultants, Inc. (Hexagon). County has determined that the peer review is not necessary, therefore, CONTRACTOR is requesting a budget reallocation of a portion of Hexagon's budget to the tasks as identified below:

A. SCOPE OF SERVICES

- A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Project, as set forth below:

TASK 1: Administration, Management and Project Restart

Additional Project Management and Coordination. Time necessary for CONTRACTOR's Project Manager to provide contract management, coordination of the Project team, additional California Environmental Quality Act (CEQA) consultation and management, and obtain and distribute supplemental information for the tasks identified below.

Additional Cost: \$ 900.00

TASK 2: Restart Meeting/Weekly Conference Calls

Additional Weekly Conference Calls. As of August 23, 2016, CONTRACTOR had one (1) hour remaining in the conference call budget. The Project Applicant has indicated that their desire would be to continue with weekly conference calls. CONTRACTOR estimates an additional nineteen (19) hours of staff time will be needed for meeting/conference calls (including meeting preparation; meeting follow-up and review of minutes). Please note that since August 23, 2016, there have been twelve (12) additional weekly meetings that CONTRACTOR has participated in. Thus, a portion of this allocation will be necessary to cover work already completed.

Additional Cost: \$2,850.00

TASK 10: Traffic Revisions

Additional Review of 2016 HMM Traffic Analysis Report(s). County determined that Hexagon's peer review of the HMM (June 22, 2016) Traffic Report was not needed. Hexagon's peer review was included in

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

CONTRACTOR's scope of work with a budget of \$16,800.00. As CONTRACTOR worked to incorporate the HMM traffic information into the EIR, several inconsistencies were identified with the report. These errors and inconsistencies were summarized in an email to County on July 27, 2016. The Project Applicant responded to the comments on the report on August 1, 2016 and submitted a revised Traffic Report on August 3, 2016. A list of additional inconsistencies and omissions were submitted to County via email on August 10, 2016. CONTRACTOR understands that the Project Applicant is currently working on responding to these comments and anticipate a third updated Traffic Analysis Report. This review and comment by CONTRACTOR staff was not anticipated in CONTRACTOR's scope of work. Approximately twenty (20) hours of staff time has been utilized for review and documentation of the Traffic Report thus far and CONTRACTOR anticipates an additional eight (8) hours will be needed for a total of forty-four (44) hours for the final review.

Additional Cost: \$4,365.00

TASK 12: Additional EIR Revisions

Incorporation of New Biological Information. On July 20, 2016, the Project Applicant submitted two (2) additional biological reports: *Paraiso Springs 2016 California Tiger Salamander and California Red-Legged Frog Habitat Assessment - Supplementary Update* (Brian Mori Consulting, April 2016) and *Paraiso Springs Resort - PLN040183 - Biological Update* (Pat Regan, June 2016). CONTRACTOR's Biologist reviewed the reports and it was agreed that this information should be incorporated into the revised EIR particularly since there is new proposed mitigation for Coast Horned Lizard protection.

Additional Cost: \$ 900.00

Update of RBF Consulting's (RBF) Written Mitigation Measure for Monterey Dusky-Footed Woodrat. This mitigation is poorly written, outdated and requires agency coordination where none is needed. CONTRACTOR recommends this impact discussion and mitigation be updated.

Additional Cost: \$ 725.00

TASK 13: Revised Administrative Draft EIR

Administrative Draft Revised DEIR. Based on the level of effort to date, CONTRACTOR anticipates additional time will be needed with this task and requests eight (8) hours for a total of one hundred thirty-two (132) hours of time to be reallocated to this task.

Additional Cost: \$1,065.00

TOTAL INCREASE: \$10,805.00

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Reallocation of \$9,822.73 of Hexagon's current \$16,800.00 budget would leave a remaining amount of \$6,977.00 in Hexagon's budget. Reallocation of \$982.27 of the associated Subconsultant Overhead ten percent (10%) (Overhead) current \$3,763.50 budget would leave a remaining amount of \$2,781.23 in the Overhead budget. The total reallocation amounts of Hexagon and Overhead budgets would total an amount not to exceed \$10,805.00. CONTRACTOR's overall contracted budget with the County in the amount of \$149,541.50 would remain unchanged. A budget amendment spreadsheet identifying the proposed reallocations is attached.

TOTAL DECREASE: \$10,805.00

- A.2 All written reports required under this Agreement must be delivered in written or hardcopy format as defined above to the following individual:

Mike Novo, Management Specialist
County of Monterey
Resource Management Agency - Planning
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Email: novom@co.monterey.ca.us

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

Invoices for services / work products / deliverables under the AGREEMENT shall be submitted and shall identify the document or work product being delivered in accordance with the "Milestone Payments and Budget" and shall include the following:

1. Invoice Coversheet

EMC Planning Group, Inc.
Paraiso Hot Springs Resort Environmental Impact Report

Date: _____

Invoice No. _____

Original Agreement Term: September 10, 2012 – June 30, 2013
Original Agreement Amount: \$143,554.80 (\$143,554.80 base budget plus \$0.00 project contingency)
Amendment No. 1: \$ 6,850.00 (\$ 6,850.00 base budget plus \$0.00 project contingency)
Extension of Term to June 30, 2014
Amendment No. 2: \$ 6,010.00 (\$ 6,010.00 base budget plus \$0.00 project contingency)
Amendment No. 3: Extension of Term to December 31, 2014
Amendment No. 4: Extension of Term to June 30, 2015
Amendment No. 5: Extension of Term to June 30, 2016
Amendment No. 6: \$146,232.28 (\$127,158.50 Base Budget plus \$19,073.78 project contingency)
Extension of Term to December 31, 2016
Amendment No. 7: \$ 0.00 (Reallocation of Funding)
Extension of Term to June 30, 2017
Total Agreement Amount: \$302,647.08 (\$283,573.30 base budget plus \$19,073.78 project contingency)

This Invoice:

**Reallocated Budget under
Amendment No. 7**

New Total	Increase/ Decrease Amount	Original Total	
\$8,850.00	\$900.00	\$7,950.00	Task 1: Admin, Management, Project Restart
\$10,205.00	\$2,850.00	\$7,355.00	Task 2: Meetings/Conference Calls
\$1,025.00	\$0	\$1,025.00	Task 3: Aesthetics and Visual Resource Revisions
\$2,255.00	\$0	\$2,255.00	Task 4: Biological Resource Revisions (Wildlife Corridors)

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

\$2,555.00	\$0	\$2,555.00	Task 5: Biological Resource Revisions (Wetland Delineation)	_____
\$4,485.00	\$0	\$4,485.00	Task 6: Biological Resource Revisions (Fire Clearance)	_____
\$600.00	\$0	\$600.00	Task 7: Cultural Resource Revisions	_____
\$6,635.00	\$0	\$6,635.00	Task 8: Hydrology Revisions	_____
\$1,200.00	\$0	\$1,200.00	Task 9: Noise Revisions	_____
\$6,825.00	\$4,365.00	\$2,460.00	Task 10: Traffic Revisions	_____
\$1,885.00	\$0	\$1,885.00	Task 11: Additional Project Alternative	_____
\$6,515.00	\$	\$4,890.00	Task 12: Additional Revisions to DEIR (Based on DEIR Comments)	_____
	\$900.00		-Incorporation of New Biological Information	_____
	\$725.00		-Update of RBF Consulting's (RBF) Written Mitigation Measure for Monterey Dusky-Footed Woodrat	_____
\$20,105.00	\$1,065.00	\$19,040.00	Task 13: Admin Revised DEIR	_____
\$7,860.00	\$0	\$7,860.00	Task 14: Proof Revised DEIR/Legal Counsel Meeting	_____
\$3,600.00	\$0	\$3,600.00	Task 15: Public Review Revised DEIR	_____
\$15,340.00	\$0	\$15,340.00	Task 16: Administrative Final EIR	_____
\$4,640.00	\$0	\$4,640.00	Task 17: Proof FEIR/Legal Counsel Meeting	_____
\$4,200.00	\$0	\$4,200.00	Task 18: Final EIR	_____
\$5,240.00	\$0	\$5,240.00	Task 19: PC/BOS Public Hearings	_____
Total Increase:	\$10,805.00			
\$4,928.00	\$0	\$4,928.00	<u>Additional Costs</u>	
		\$3,500.00	Production Costs	_____
		\$180.00	Travel Costs	_____
		\$300.00	Postal/Deliverables	_____
		\$500.00	Miscellaneous	_____
		\$448.00	Administrative Overhead 10%	_____
\$30,593.50		\$41,398.60	<u>Subconsultant Fees</u>	
		\$11,000.00	Illingworth & Rodkin, Inc.	_____
		\$9,835.00	Balance Hydrologics, Inc.	_____

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

	<u>New Total</u>	<u>Decrease</u>		
	\$6,977.27	-\$9,822.73	\$16,800.00	Hexagon Transportation Consultants, Inc.
	\$2,781.23	-\$982.27	\$3,763.50	Subconsultant Overhead (10%)
Total Decrease:		<u>-\$10,805.00</u>		
TOTAL COSTS:				<u>\$149,541.50</u>
CREDIT FOR EXHIBIT A APPROVED TASKS NO LONGER NECESSARY <i>(see Exhibit A-3 for details)</i>				\$ 22,383.00
GRAND TOTAL:				<u>\$127,158.50</u>

Remaining Balance \$ _____

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

2. Invoice Detail

Prior to the CONTRACTOR exceeding a payment amount from the "Milestone Payments and Budget", CONTRACTOR shall contact the County's Management Specialist to obtain pre-approval to exceed the payment budget amount. If County approval is obtained, CONTRACTOR shall adjust the "Milestone Payments and Budget" payment amounts to reflect the overage and adjust the remaining "Milestone Payments and Budget" payment amounts to ensure that the total Project budget does not exceed the overall approved budget amount. CONTRACTOR shall forward the revised "Milestone Payments and Budget" with the pre-approved invoice to the County's Management Specialist for final approval for payment.

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

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, Payment Conditions, of the Agreement. All invoices shall reference the Project name with an original hardcopy of invoices sent to the following:

County of Monterey
 Resource Management Agency (RMA) – Finance Division
 168 West Alisal Street, 2nd Floor
 Salinas, California 93901

Any questions pertaining to invoices under this Agreement shall be directed to the RMA – Finance Division at (831) 755-4800.

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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

3. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (no increase to the total contingency of \$19,073.78) requires the prior written approval of the Chief of Planning and the Project Applicant.

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

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

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

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

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

EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Paraiso Springs Resort Revised EIR Budget PSA Amendment #7 (11/09/16)								
Task	EMC Planning Group Inc.						Total Hours	Total Cost
	Sr. Principal Wissler Adam	Principal Planner Kinison Brown	Senior Biologist Edwards	Graphics/GIS	Production Administration			
Staff								
Billing Rate (Per Hour)	\$205.00	\$150.00	\$150.00	\$125.00	\$95.00			
1. Admin, Management, Project Restart	4	51	0	0	4	59	\$8,850.00	
2. Meetings/Conference Calls	14	43	4	0	3	64	\$10,205.00	
3. Aesthetics and Visual Resource Revisions	1	4	0	1	1	7	\$1,025.00	
4. Biological Resource Revisions (Wildlife Corridors)	1	2	10	2	0	15	\$2,255.00	
5. Biological Resource Revisions (Wetland Delineation)	1	2	12	2	0	17	\$2,555.00	
6. Biological Resource Revisions (Fire Clearance)	1	4	12	12	4	33	\$4,485.00	
7. Cultural Resource Revisions	0	4	0	0	0	4	\$600.00	
8. Hydrology Revisions	1	24	8	10	4	47	\$8,635.00	
9. Noise Revisions	0	8	0	0	0	8	\$1,200.00	
10. Traffic Revisions	5	37	0	2	0	44	\$8,825.00	
11. Additional Project Alternative	2	8	1	1	0	12	\$1,885.00	
12. Additional Revisions to DEIR (Based on DEIR Comments)	2	24	10	5	4	45	\$8,515.00	
13. Admin Revised DEIR	16	105	0	1	10	132	\$20,105.00	
14. Proof Revised DEIR/Legal Counsel Meeting	12	28	0	2	10	52	\$7,860.00	
15. Public Review Revised DEIR	4	16	0	0	4	24	\$3,600.00	
16. Administrative Final EIR	8	85	0	0	10	103	\$15,340.00	
17. Proof Revised FEIR/Legal Counsel Meeting	8	20	0	0	0	28	\$4,540.00	
18. Final EIR	4	16	4	0	4	28	\$4,200.00	
19. PC/BOS Public Hearings	8	24	0	0	0	32	\$5,240.00	
Subtotal (Hours)	92	506	61	38	58	754		
Subtotal (Cost)	\$18,960.00	\$75,750.00	\$9,150.00	\$4,750.00	\$5,510.00		\$114,020.00	

Additional Costs	
Production Costs	\$3,500.00
Travel Costs	\$180.00
Postal/Deliverables	\$300.00
Miscellaneous	\$500.00
Administrative Overhead 10%	\$448.00
Total	\$4,928.00

Subconsultant Fees	
Illingworth & Rockin (Noise Report)	\$11,000.00
Balance Hydrologics (Hydrogeologic Peer Review)	\$9,835.00
Hexagon Transportation Consultants, Inc.	\$6,977.27
Subconsultant Overhead 10%	\$2,781.23
Total	\$30,593.50

Total Costs	\$149,541.50
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