

Attachment B  
Amendment No. 11 to  
RA No. A-10548 with  
Domain Corporation

PD060591  
Pacific Municipal Consultants

PLN040758  
Ferrini Ranch

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**AMENDMENT NO. 11  
TO REIMBURSEMENT AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DOMAIN CORPORATION**

**THIS AMENDMENT NO. 11** to the Reimbursement Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Domain Corporation (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the County and PROJECT APPLICANT are referred to as the "Parties") as of the last date opposite the respective signatures below.

**WHEREAS**, PROJECT APPLICANT entered into a Reimbursement Agreement with County on July 21, 2006 (hereinafter "Agreement", including Exhibit 1, Professional Services Agreement (PSA)); and

**WHEREAS**, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1", including Exhibit 1-A, Amendment No. 1 to the PSA), December 31, 2007 (hereinafter, "Amendment No. 2"), October 21, 2008 (hereinafter, "Amendment No. 3"), April 9, 2009 (hereinafter, "Amendment No. 4"), December 10, 2009 (hereinafter, "Amendment No. 5"), September 22, 2010 (hereinafter, "Amendment No. 6"), April 29, 2011 (hereinafter, "Amendment No. 7", including Exhibit 1-B, Amendment No. 7 to the PSA), May 3, 2012 (hereinafter, "Amendment No. 8"), August 23, 2012 (hereinafter, "Amendment No. 9", including Exhibit 1-C, Amendment No. 9 to the PSA), and February 15, 2013 (hereinafter, "Amendment No. 10") and incorporated into the Agreement by this reference; and

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

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

**WHEREAS**, the EIR for the PROJECT has not been completed by the CONTRACTOR due to the number of comments received after initial review of the Draft EIR and the decision to either revise the EIR or develop a response to comments before presentation of the completed EIR; and

**WHEREAS**, additional funding is required for the completion of new tasks associated with final editing, peer review of four (4) technical sections, response to comments, and meeting assistance and attendance of the EIR for the PROJECT; and

**WHEREAS**, the Parties wish to further amend the Agreement to increase the amount by \$58,843.00 to continue to allow reimbursement by the PROJECT APPLICANT to the County for costs incurred by the CONTRACTOR and County departments for services identified in the Agreement and as amended by this Amendment No. 11.

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

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

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

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

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

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

- a. CONTRACTOR'S Invoices

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

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

- b. COUNTY Surcharge

Under Amendment No. 11, PROJECT APPLICANT shall pay COUNTY an additional sum each month equal to forty-eight percent (48%) of the amount of each monthly invoice from CONTRACTOR based on the total Base Budget increase amount of \$36,100.00. The additional amount of COUNTY Surcharge shall be \$17,328.00.

Total COUNTY Surcharge shall not exceed \$248,954.40.

5. Amend Paragraph 2c., "Project Contingency", to include the following:

Under Amendment No. 11, Project Contingency budget is increased by \$5,415.00, and is subject to the procedures in *Transfer from Project Contingency Account* specified in "Exhibits A-1, A-2, A-3 and A-4", *Scope of Services/Payment Provisions, for the Ferrini Ranch Subdivision Environmental Impact Report*, of AGREEMENT between COUNTY and CONTRACTOR, incorporated by this reference as Exhibits "1-A", "1-B", "1-C" and "1-D".

Total CONTRACTOR's Project Contingency budget shall not exceed \$85,977.00.

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

Maximum Reimbursement Under AGREEMENT

The maximum which may be charged to PROJECT APPLICANT under this AGREEMENT is \$856,585.40.

CONTRACTOR'S Budget:	\$521,654.00
County Surcharge:	\$248,954.40
Project Contingency:	\$ 85,977.00

Maximum to be Reimbursed Under AGREEMENT: \$856,585.40

7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 11 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. 11 to the Reimbursement Agreement as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

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

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

PROJECT APPLICANT\* DOMAIN CORPORATION

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

Mark Kelton

Its: Vice President  
(Printed Name and Title)

Date: 4/17/13

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

David Kelton

Its: Vice President & Secretary  
(Printed Name and Title)

Date: 4.17.13

Approved as to Form and Legality  
Office of the County Counsel

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

Date: 4/23/2013

\*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-D**

**AMENDMENT NO. 11 TO THE  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
PACIFIC MUNICIPAL CONSULTANTS  
AND THE COUNTY OF MONTEREY  
FOR THE  
FERRINI RANCH SUBDIVISION EIR**

Amendment No. 11 to Reimbursement Agreement  
Domain Corporation  
Ferrini Ranch Subdivision EIR  
RMA - Planning  
Term: July 11, 2006 - February 28, 2014  
Not to Exceed: \$856,585.40

**AMENDMENT NO. 11  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
PACIFIC MUNICIPAL CONSULTANTS**

THIS AMENDMENT NO. 11 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Pacific Municipal Consultants (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties") as of the last date opposite the respective signatures below.

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

WHEREAS, Agreement was amended by the Parties on July 21, 2006 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), December 31, 2007 (hereinafter, "Amendment No. 2"), October 21, 2008 (hereinafter, "Amendment No. 3"), April 1, 2009 (hereinafter, "Amendment No. 4"), December 10, 2009 (hereinafter, "Amendment No. 5"), September 22, 2010 (hereinafter, "Amendment No. 6"), April 29, 2011 (hereinafter, "Amendment No. 7", including Exhibit A-2 – Scope of Services/Payment Provisions), May 3, 2012 (hereinafter, "Amendment No. 8"), August 23, 2012 (hereinafter, "Amendment No. 9", including Exhibit A-3 – Scope of Services/Payment Provisions), and February 15, 2013 (hereinafter, "Amendment No. 10") and incorporated into the Agreement by this reference; and

WHEREAS, the Ferrini Ranch Subdivision Environmental Impact Report (EIR) (hereinafter, "PROJECT") has not been completed due to the number of comments received after initial review of the Draft EIR and the decision to either revise the EIR or develop a response to comments before the presentation of the completed EIR; and

WHEREAS, additional funding is required for the completion of new tasks associated with final editing, peer review of four (4) technical sections, response to comments, and meeting assistance and attendance of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$41,515.00 to allow CONTRACTOR to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 11.

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

Amendment No. 11 to Professional Services Agreement  
Pacific Municipal Consultants  
Ferrini Ranch Subdivision EIR  
RMA – Planning  
Term: July 11, 2006 – February 28, 2014  
Not to Exceed: \$607,631.00



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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibits A-1, A-2, A-3 and A-4 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-1, A-2, A-3 and A-4, subject to the limitation as set forth in this Agreement. The total amount payable by County to CONTRACTOR under this agreement shall not exceed the sum of \$607,631.00.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-4, Scope of Services/Payment Provisions".

4. All other terms and conditions of the Agreement remain unchanged and in full force.

5. This Amendment No. 11 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 11 to Professional Services Agreement  
Pacific Municipal Consultants  
Ferrini Ranch Subdivision EIR  
RMA - Planning  
Term: July 11, 2006 - February 28, 2014  
Not to Exceed: \$607,631.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 11 to the Professional Services Agreement as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

CONTRACTOR\*

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

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

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

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

Its: Philipo Carter, President  
(Printed Name and Title)

Date: 4-17-13

Approved as to Form and Legality  
Office of the County Counsel

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

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

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

Date: 4/23/2013

Date: 4-17-13

Approved as to Fiscal Provisions

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

Date: 4-18-13

Approved as to Indemnity, Insurance Provisions

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

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

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

Amendment No. 11 to Professional Services Agreement  
Pacific Municipal Consultants  
Ferrini Ranch Subdivision EIR  
RMA - Planning  
Term: July 11, 2006 - February 28, 2014  
Not to Exceed: \$607,631.00

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EXHIBIT A-4 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**PMC**<sup>®</sup>

March 18, 2013

John Ford, Senior Planner  
COUNTY OF MONTEREY  
168 W. Alisal Street  
Salinas, CA 93901

**RE: SCOPE AND BUDGET FOR ADDITIONAL SERVICES - FERRINI RANCH EIR**

Dear Mr. Ford:

Per your request and as a follow-up to our meeting December 20, this letter provides a scope of work and cost for providing additional services related to the Ferrini Ranch EIR. PMC understands that the County seeks to recirculate certain sections of the Draft EIR in response to public and agency comments. The County will allow the project applicant to draft the revised sections. These sections will be peer-reviewed by PMC for the County.

Based on your request, we offer the following scope of work to assist the County through the end of the project review process:

**Task 1 - Peer Review of Modified Sections**

Four technical sections—3.2 Air Quality; 3.3 Biological Resources; 3.11 Noise; and 3.13 Greenhouse Gas and Climate Change—will be modified by the applicant to respond to public and agency comments. In addition, the County and applicant will develop a new "wildlife corridor" alternative and provide an analysis of that alternative. PMC will conduct a detailed peer review of each section to confirm factual information, analysis methods, feasibility of mitigation, and consistency with current regulatory requirements. Revisions will also be reviewed in the context of the comments received. For example, revisions to Biological Resources should consider not only protected species issues, but also wildlife corridors and fuel modification. Reviews will be conducted by PMC's project manager and applicable technical staff. Documentation of the peer review will be provided in writing to the County. Any further revisions resulting from the peer review will be the responsibility of the project applicant.

Once the sections are completed to the County's satisfaction, PMC will assume limited time and effort to assist in packaging the material, and any related background reports or appendices, for circulation.

**Task 2 - Participate and Support County in Consultation Meetings with Resource Agencies**

PMC will serve as a technical resource to the County in further discussions with the California Department of Fish and Wildlife and/or the US Fish and Wildlife Service. The subject of any such meetings is anticipated to include project-specific impacts, state and federal permit requirements, and structure of the mitigation strategies necessary to satisfy the County's obligations under CEQA. Joyce

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## EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

John Ford, Senior Planner  
March 18, 2013  
Page 2

Hunting, PMC's Director of Biological Services, will participate in these meetings. We anticipate up to one phone conference with County staff, and up to two additional meetings with the agencies either in Salinas or at agency regional offices.

### Task 3 – Response to Comments on Recirculated Material/Prepare Final EIR

Following receipt of comments on the recirculated sections, PMC will provide responses for inclusion in the Final EIR. These responses will be organized separately from other material in the Final EIR to clearly distinguish the two review periods. All responses, errata, and any necessary supporting documentation will be compiled into the Final EIR document. The level of effort assumes that no new significant issues will be raised and that the comments received are not excessive in scope or content.

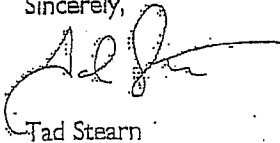
### Task 4 – Additional Meetings and Public Hearing Assistance

Due to the long project timeline and number of meetings required, the meeting budget has been exhausted. For budgeting purposes, PMC assumes four (4) additional staff-level meetings and up to four (4) public hearings will be required to finalize the documents and present the EIR to decision-makers.

### Budget Proposal

Task	Hours	Cost
1. Peer Review Modified Sections	60	\$9,000
2. Resource Agency Consult Meetings	30	\$4,500
3. Responses – Recirculated Material	80	\$12,000
4. Additional Meetings/Hearings	60	\$9,000
Hatch Mott MacDonald (support)	n/a	\$1,600
<b>Total Additional</b>	<b>230</b>	<b>\$36,100</b>

Sincerely,



Tad Stearn  
Principal/Project Manager

TS:acjm

Cc: David Mack, County of Monterey  
Philip O. Carter, PMC

W:\Monterey County\Planning Department\Projects - CURRENT\26-0101, PLN040758 Ferrini Ranch EIR\Proposal & Contract

EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Payment Provisions

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

1. Invoice Coversheet

*Pacific Municipal Consultants  
Ferrini Ranch Subdivision EIR*

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

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

Original Agreement Term:	February 15, 2006 – December 31, 2007
Original Agreement Amount:	<u>\$ 507,113.00</u> (\$440,968 Base Budget plus \$66,145 Project Contingency)
Amendment #1:	
Revised Agreement Term:	July 11, 2006 – December 31, 2007
Revised Agreement Amount:	<u>\$ 496,655.00</u> (\$431,874 Base Budget plus \$64,781 Project Contingency)
Amendment #2:	Extension of Term to September 30, 2008
Amendment #3:	Extension of Term to March 31, 2009
Amendment #4:	Extension of Term to December 31, 2009
Amendment #5:	Extension of Term to September 30, 2010
Amendment #6:	Extension of Term to April 30, 2011
Amendment #7:	<u>\$ 54,581.00</u> (\$38,800 Base Budget plus \$15,781 Project Contingency) Extension of Term to April 30, 2012
Amendment #8:	Extension of Term to February 28, 2013
Amendment #9:	<u>\$ 14,880.00</u> (\$14,880 Base Budget plus \$0 Project Contingency)
Amendment #10:	Extension of Term to February 28, 2014
Amendment #11:	<u>\$ 41,515.00</u> (\$36,100 Base Budget plus \$5,415.00 Project Contingency)
Total Agreement Amount:	<u>\$607,631.00</u> (\$521,654 Base Budget plus \$85,977.00 Project Contingency)

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

Approved as to Work/Payment: \_\_\_\_\_

*John H. Ford, Senior Planner*

\_\_\_\_\_  
Date

## EXHIBIT A-4 – SCOPE OF SERVICES/PAYMENT PROVISIONS

### All Invoices Are To Be Sent To:

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

### 2. Transfer from Project Contingency Account

Transfer of funding from the Project Contingency Account (increased by \$5,415.00 for a total amount not to exceed \$85,977.00) requires the prior written approval of the Director of the Monterey County Planning Department, and the Project Applicant.

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

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

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

Unless he denies the recommended transfer, the Director or Assistant Director of Planning Department will ask the Project Applicant to make a decision within five working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

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