

Attachment E

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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>
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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, 6th 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: [Signature]
Director of Planning

Date: 4/9/14

PROJECT APPLICANT:*

CALIFORNIA FLATS SOLAR, LLC

By: [Signature]
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: [Signature]
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

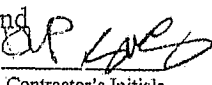
Amendment No. 1 to the Funding Agreement
California Flats Solar, LLC
California Flats Solar Project EIR
RMA — Planning
Term: March 13, 2013 — March 31, 2015
Not to Exceed: \$353,595.75

**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

3/27/14
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

By: _____
Director of Planning

Date: _____

CONTRACTOR*

Rincon Consultants, Inc.
Contractor's Business Name

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

Its: Stephen Svek 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

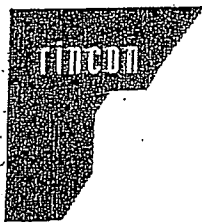
Approved as to Indemnity and Insurance Provisions

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 2:00 PM
(Date)
RSDVP
(Contractors' Initials)

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

Revised 2-14-14


Cost Estimate

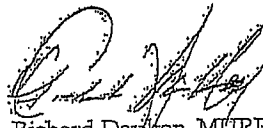
Cost Estimate			Rincon Consultants						
Tasks	Cost	Rincon Labor Hours	St. Principal \$210/hour	Principal \$170/hr	Proj. Mgr./St. Planner II \$130/hour	Enr. & Sol. III \$95/hour	GIS Specialist \$15/hour	Director \$55/hour	
3.7 Review Updated Technical Memoranda									
3.7.1 Biological Resources	\$4,460	34	2	4	20	8			
3.7.2 Cultural Resources	\$3,060	28		2	8	18			
3.7.3 Drainage	\$2,220	14	2	6	6				
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	\$2,680	20		2	18				
4.2 Update Acoustical Analysis	\$1,450	10		2	2	4	2		
7.7 Review and Modify Revised Project Description	\$3,595	37		2	4	12	18	1	
8.6 Second Administrative Draft EIR									
8.6.1 EIR Impact Analysis									
Aesthetics	\$1,170	11		1	2	6	2		
Agricultural Resources	\$1,085	10		1	2	4	3		
Air Quality	\$870	8		1	1	8			
Biological Resources	\$1,910	18	1	1	2	8	6		
Cultural Resources	\$1,170	11		1	2	6	2		
Geology/Soils	\$1,085	10		1	2	4	3		
Greenhouse Gas Emissions	\$880	6		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	\$880	6		1	1	4			
Public Services	\$810	7		1	2	4			
Transportation/Traffic (Rincon Labor Only)	\$880	6		1	1	4			
Utilities and Services	\$810	7		1	2	4			
Effects Found Not to Be Significant	\$310	7		1	2	4			
8.6.2 Intro, Soiling, Other CEQA-Required Sections	\$1,140	13		1	2	4		6	
Second AD EIR 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

<i>This Invoice:</i>			<i>Review Updated Technical Memoranda</i>	
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	_____
	8.6		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, 2nd 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.



Monterey County

Board Order

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

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. 2 to Professional Services Agreement No. A-12432 with Rincon Consultants, Inc. where the Base budget is increased by \$56,530 to \$303,825 and the Contingency budget is increased by \$19,786 to \$122,916, for a total amount not to exceed \$426,741 to complete additional work related to response to comments for the Draft Environmental Impact Report (EIR) and new tasks related to review of the Administrative Final EIR and Appendix to the EIR for the California Flats Solar Project (PLN120294) in South County, and extend the term to September 30, 2015; and
- b. Approved Amendment No. 2 to Funding Agreement No. A-12433 with California Flats Solar, LLC where the Base budget is increased by \$56,530 to \$303,825, the Contingency budget is increased by \$19,786 to \$122,916, and the County Contract Administration Fee is unchanged at \$3,170, for a total amount not to exceed \$429,911 to allow funding to Monterey County for costs incurred by Rincon Consultants, Inc. and County departments to complete additional work related to response to comments for the Draft EIR and new tasks related to review of the Administrative Final EIR and Appendix to the EIR for the California Flats Solar Project (PLN120294) in South County, and extend the term to September 30, 2015; and
- c. Authorized the Director of Planning to execute Amendment No. 2 to Professional Services Agreement No. A-12432, Amendment No. 2 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.
(REF150001/Rincon Consultants, Inc. and PLN120294/EIR for the California Flats Solar Project, in South County)

PASSED AND ADOPTED on this 3rd day of February 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, 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 77 for the meeting on February 3, 2015.

Dated: February 3, 2015
File ID: A 15-012

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

By

Deputy

**AMENDMENT NO. 2
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CALIFORNIA FLATS SOLAR, 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 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, Agreement was amended by the Parties on April 9, 2014 [hereinafter, "Amendment No. 1, including Exhibit 1-A, Amendment No. 1 to Professional Services Agreement between Rincon Consultants, Inc. and the County of Monterey for the California Flats Solar Project Environmental Impact Report (hereinafter, "EIR")"] and incorporated into the Agreement by this reference; 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 EIR; and

WHEREAS, County engaged Rincon Consultants, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, Contractor released the Draft EIR (DEIR) for the Project to the public for review and comment; and

WHEREAS, a greater number of DEIR comments were received than originally anticipated and budgeted for in the Agreement; and

WHEREAS, Contractor has proposed budget increases for existing tasks and the addition of new tasks to accommodate response to DEIR comments and the PROJECT APPLICANT's request to review the Administrative Final EIR and analyze the new Appendix provided by Pacific Gas & Electric Company for the proposed switching station for the Project as outlined in Exhibit 1-B included in this Amendment No. 2; and

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

WHEREAS, the Parties wish to further amend the Agreement to extend the term to September 30, 2015 and increase the amount by \$76,315.50 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. 2.

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 Exhibits "1-A" and "1-B", 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", "1-A" and "1-B" of this AGREEMENT.

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

- d. PROJECT APPLICANT shall make a fourth deposit in the amount equal to the CONTRACTOR's Base Budget in Exhibit A-2 to Exhibit 1-B of Amendment No. 2 to this AGREEMENT. This amount totals \$56,530.00.

PROJECT APPLICANT shall deposit this additional amount of \$56,530.00 with the County of Monterey, Resource Management Agency — Planning upon approval of Amendment No. 2 to this Agreement by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for January 27, 2015.

PROJECT APPLICANT's deposit of \$56,530.00 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-five percent (35%) of the amount of the CONTRACTOR's increase to the Base Budget shall be included in Amendment No. 2 to the PSA between County and CONTRACTOR to cover contingencies. This thirty-five percent (35%) increase in Project Contingency equals \$19,785.50 and increases the Project Contingency budget to a total amount not to exceed \$122,916.25, and is subject to the procedures in *Section 3, "Transfer from Project Contingency Account"*, specified in "Exhibit A", "Exhibit A-1" and "Exhibit A-2", *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. 2, is \$429,911.25.

CONTRACTOR's Base Budget:	\$303,825.00
County Contract Administration Fee (non-refundable):	\$3,170.00
Project Contingency:	\$122,916.25
<u>Maximum Charge Under AGREEMENT:</u>	<u>\$429,911.25</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", "Exhibit A-1" and "Exhibit A-2" 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", Exhibit "1-A" and Exhibit "1-B".

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 \$303,825.00.

Should this AGREEMENT be terminated prior to September 30, 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, an additional thirty thousand dollars (\$30,000.00), and an additional thirty-five percent (35%) of the amount of the CONTRACTOR's increase to the Base Budget in an amount not to exceed \$19,785.50, 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", "Exhibit A-1" and "Exhibit A-2" of the PSA.

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

AGREEMENT shall become effective March 13, 2013 and continue through September 30, 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 September 30, 2015, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.

12. Each Party represents and warrants to the other that it has the authority to execute and deliver this Amendment No. 2.
13. All other terms and conditions of the Agreement remain unchanged and in full force.
14. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
15. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 2 to the Agreement as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: [Signature]
Director of Planning

Date: 2/4/15

PROJECT APPLICANT:*

CALIFORNIA FLATS SOLAR, LLC by First Solar Development, LLC
Its Sole member
mgp
1-15-15

By: [Signature]

Its: Brian Kunz, Vice President, Proj. Dev
(Print Name and Title)

Date: December 18, 2014

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

By: [Signature]
Deputy County Counsel
(revised above. mgp 1/15/15
needs applicants initials/date)

Date: 1-15-15

*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.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 2 to the Agreement as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: _____
Director of Planning

Date: _____

PROJECT APPLICANT:*

CALIFORNIA FLATS SOLAR, LLC by First Solar Development LLC
By: Brian Kunz ^(initials) Its Sole Member,

Its: Brian Kunz, Vice President, Proj. Dev.
(Print Name and Title)

Date: December 18, 2014

BK
(Applicant's Initials)

mgp
1-15-15
1/26/15
(Date)

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 1-14-15
1-15-2015 mgp

*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-B

**AMENDMENT NO. 2 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. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 2 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

WHEREAS, Agreement was amended by the Parties on April 9, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) and incorporated into the Agreement by this reference; and

WHEREAS, California Flats Solar, 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, CONTRACTOR released the Draft EIR (DEIR) for the Project to the public for review and comment; and

WHEREAS, a greater number of DEIR comments were received than originally anticipated and budgeted for in the Agreement; and

WHEREAS, CONTRACTOR has proposed budget increases for existing tasks and the addition of new tasks to accommodate response to DEIR comments and the Project Applicant's request to review the Administrative Final EIR and analyze the new Appendix provided by Pacific Gas & Electric Company for the proposed switching station for the Project as outlined in Exhibit A-2, Scope of Services/Payment Provisions included in this Amendment No. 2; 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 further amend the Agreement to extend the term to September 30, 2015 and increase the amount by \$76,315.50 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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, A-1 and A-2** 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, A-1 and A-2**, 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 \$426,741.25.

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 September 30, 2015, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-2, Scope of Services/Payment Provisions".

5. The "Project Schedule" and "EIR Preparation" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, are hereby amended to extend through September 30, 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. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. 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 as of the last date opposite the respective signatures below:

COUNTY OF MONTEREY

By: [Signature]
Director of Planning

Date: 2/4/15

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

Date: 1-14-15

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 4-5-15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

CONTRACTOR*

Rincon Consultants, Inc.
Contractor's Business Name

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

Its: STEPHEN SKETE, VICE
(Print Name and Title) PRESIDENT

Date: 12/17/2014

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

Its: Duane Vander Plighe / CFO
(Print Name and Title)

Date: 12/17/2014

*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-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

This addition to the Agreement's Scope of Work (SOW) for the California Flats Solar Project Environmental Impact Report (EIR) (Project) responds to the number and complexity of comments received on the Draft EIR (DEIR), which exceeded the comments anticipated in the original SOW for this Project. Rincon Consultants, Inc. (Rincon) will prepare responses to the additional unanticipated comments which will require more Rincon staff time than currently allocated for this task. The additional SOW will also respond to the Project Applicant's request to review the Administrative Final EIR (AFEIR), and the new Appendix anticipated from Pacific Gas and Electric (PG&E) analyzing the proposed switching station.

ADDITIONAL SCOPE ITEMS

Task 10.1 AFEIR/Responses to Comments. The County of Monterey (County) received over four hundred (400) pages of comments in twenty-four (24) letters with ten (10) of the letters from public agencies. The letters include new information in the form of three (3) new biological resources studies supplied by the Project Applicant and a one hundred thirty-two (132) page letter provided by Adams, Broadwell, Joseph & Cardozo, including three (3) technical evaluations of biological resources, hazards and air quality, and hydrology. Based on Rincon's thorough review of these comments and discussions with County staff regarding approach to the most substantive comments, Rincon estimates that the responses to comments will require approximately two hundred seventy-four (274) hours of Rincon staff time.

These additional hours are comprised of both the time to draft the responses and the time to conduct additional analysis and/or revisions to the DEIR as warranted by the comments. Rincon understands that some of the technical comments related to biology, hydrology, air quality, and traffic will require additional information to be provided by the Project Applicant's technical consultants, and that Rincon can expect the Project Applicant and their consultants' cooperation in that regard, subject to County oversight and Rincon's review. The estimate of hours does not include the cost for Project Applicant consultant's time or expenses, but does include Rincon time to coordinate with County, including the Project Applicant's team on receipt and review of additional information. This coordination effort includes attendance at the two (2) meetings already held with County staff to discuss the comments (held on September 30 and October 2, 2014), compilation and submittal of a list of specific information requests for the Project Applicant's technical consultants, and one (1) additional meeting with County staff and the Project Applicant team to discuss the Project Applicant comments for which no changes to the EIR are anticipated.

The major components of the responses to comments effort will be as follows:

- Organizing, delineating and summarizing the individual comments;
- Preparing the responses to comments document, as otherwise described generally in Rincon's existing SOW;
- Coordinating with the Project Applicant's technical team to communicate information requests; and
- Peer reviewing (and modifying, where appropriate) responses and other new information provided by the Project Applicant team prior to incorporation into the Final EIR (FEIR).

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 10.3 Peer Review PG&E Technical Appendix. It is Rincon's understanding that PG&E plans to provide a new technical analysis to the County for inclusion in the FEIR. The new technical analysis will assess the impacts of the proposed PG&E switching station separate from the rest of the Project. This new Appendix will require Rincon's peer review prior to attachment to the FEIR.

Rincon will review the technical appendix, which is anticipated to draw heavily from the DEIR. It is assumed that most issue areas will be addressed relatively briefly (one (1) to two (2) pages), and will not require substantial Rincon staff effort to review and confirm findings. More detailed analysis of air quality and traffic is anticipated. Thus, Rincon has assumed additional time to verify new air quality calculations. In addition, Hexagon Transportation Consultants, Inc. (Rincon's subconsultant) will peer review the additional traffic analysis, including updated modeling and qualitative discussion. The findings of the peer review will be presented to the County in a brief memorandum. If revisions to the technical appendix are requested in Rincon's memorandum, six (6) additional Rincon staff hours have been included in this SOW to review the updated technical appendix.

Task 11.1 Revise AFEIR Based on Staff Comments. The Project Applicant's team has requested to review the AFEIR. To account for this review, this SOW includes sixteen (16) hours of Rincon staff time for comparing and synchronizing the Project Applicant and County comments, fifty-five (55) hours to revise the responses to comments and associated EIR textual changes, and thirty (30) hours for conference calls to discuss specific issue areas with the County and Project Applicant's team. This estimate includes one (1) conference call for air quality and Valley Fever, two (2) conference calls for biological resources, and two (2) additional conference calls for other technical issue areas, as needed. Each conference call is anticipated to take approximately two (2) Rincon staff hours and will require up to three (3) Rincon staff members.

Task 11.2 Publication of FEIR. This task includes additional Rincon staff time to address Project Applicant's team comments on the Screencheck FEIR (prepared in Task 11.1).

Task 13 Meetings and Hearings. As a result of ongoing coordination and standing meetings with the Project Applicant's team and County, the budget for Task 13, Meetings and Hearings, has been expended. To account for the need for Rincon staff to attend up to four (4) public hearings to consider the FEIR on the Project, this SOW includes staff time for Rincon's Project Manager and/or Principal-in-Charge to attend the hearings. This request additionally includes staff time for Rincon's Project Manager to attend up to six (6) additional meetings, beyond those previously assumed in tasks 10.1 and 11.1. Each meeting is anticipated to require two (2) Rincon staff hours.

Project Management/Coordination. This SOW includes additional project management and coordination during preparation of the AFEIR, addressing County and Project Applicant comments on the AFEIR, and publication of the FEIR.

TIMELINE

Once required information or supplementary responses are provided by the Project Applicant team, Rincon will complete the AFEIR/Responses to Comments in two (2) weeks. The ability to meet this schedule depends on timely receipt of technical information and responses from the

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Project Applicant's team and County staff's direction on addressing unanticipated issues that may arise during the process.

Once the PG&E technical appendix is received, Rincon will provide a peer review memorandum within two (2) weeks.

The time required to revise the AFEIR in accordance with the County and the Project Applicant's comments will depend on the extent of comments received, and the relative consistency between the sets of comments (with conflicting comments requiring additional time for coordination and resolution). If comments from the Project Applicant's team are generally consistent with the County's comments, it is anticipated that the Screencheck FEIR can be provided within two (2) to three (3) weeks.

FEE ESTIMATE

As shown in the attached table, Rincon estimates an additional fee of \$56,530 to complete this additional SOW. When added to the Agreement's current authorized Base budget of \$247,295 (excluding contingency), the total revised Base budget of the Agreement shall not exceed \$303,825.00.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey - California Flats Solar Project EIR

Cost Estimate

Revised 10/21/2014

Tasks	Cost	Rincon Labor Hours	Rincon Consultants					
			Sr. Principal \$210/hour	Principal \$170/hr	Proj. Mgr./Sr. Planner II \$130/hour	Env. Sci. III \$95/hour	GIS Specialist \$85/hour	Clerical \$55/hour
10. Administrative FEIR and MMRP								
10.1 Administrative Final EIR/Responses to Comments (increase)	\$23,435	194	1	10	120	60	2	1
10.3 Peer Review PG&E Technical Appendix	\$5,700	48		4	24	20		
11. FEIR								
11.1 Revise AFEIR Based on Staff Comments (increase)	\$12,745	101	2	22	38	36	2	1
11.2 Publication of Final EIR (increase)	\$1,970	15	1	4	6	2		2
13. Meetings (6) and Hearings (4) (increase)	\$5,000	36		8	28			
Project Management/Coordination (increase)	\$6,200	44		12	32			
Subtotal Labor (Base Fee):	\$55,050	438	4	60	248	118	4	4
Additional Costs			\$840	\$10,200	\$32,240	\$11,210	\$340	\$220
Hexagon Transportation Consultants, Inc. - Traffic Peer Review and Analysis	\$1,480							
TOTAL LABOR + ADDITIONAL COSTS	\$56,530							
TOTAL AMENDMENT REQUESTED	\$56,530.00							

EXHIBIT A -2 – 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*

*Amendment No. 2: \$76,315.50 (\$56,530.00 base budget plus \$19,785.50 project contingency)
Extension of Term to September 30, 2015*

<i>This Invoice:</i>	<i>10.</i>		<i>Administrative FEIR and MMRP</i>	
	<i>10.1</i>	<i>\$23,435.00</i>	<i>Administrative Final EIR/Responses to Comments (increase)</i>	
	<i>10.3</i>	<i>\$5,700.00</i>	<i>Peer Review PG&E Technical Appendix</i>	_____
	<i>11.</i>		<i>FEIR</i>	_____
	<i>11.1</i>	<i>\$12,745.00</i>	<i>Revise AFEIR Based on Staff Comments (increase)</i>	_____
	<i>11.2</i>	<i>\$1,970.00</i>	<i>Publication of Final EIR (increase)</i>	_____
	<i>13.</i>	<i>\$5,000.00</i>	<i>Meetings (6) and Hearings (4) (increase)</i>	_____
		<i>\$6,200.00</i>	<i>Project Management/Coordination (increase)</i>	_____
		<i>\$1,480.00</i>	<i>Hexagon Transportation Consultants, Inc. – Traffic Peer Review and Analysis</i>	_____

Grand Total: _____ *\$56,530.00*

Remaining Balance \$ _____

Approved as to Work/Payment: _____

John H. Ford, Planning Services Manager

Date

All Invoices Are To Be Sent To:

*Diana Lemos, Account Clerk
County of Monterey Resource Management Agency - Finance Division
168 W. Alisal Street, 2nd Floor, Salinas, CA 93901
Telephone: (831) 755-5220*

EXHIBIT A -2 – 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 (contingency increased in the amount of \$19,785.50 for a total amount not to exceed \$122,916.25) requires the prior written approval of the Director of Planning and the Project Applicant.

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

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

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

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

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



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

- a. Approved Amendment No. 3 to Professional Services Agreement No. A-12432 with Rincon Consultants, Inc. where the Base budget is increased by \$314,723 to \$618,548 and the Contingency budget is increased by \$110,153 to \$233,069, for a total amount not to exceed \$851,617 to complete new additional tasks associated with the Mitigation Monitoring Reporting Program (MMRP) for the California Flats Solar Project Environmental Impact Report (EIR) (PLN120294) in South County, and extend the term to December 31, 2018; and
- b. Approved Amendment No. 3 to Funding Agreement No. A-12433 with California Flats Solar, LLC where the Base budget is increased by \$314,723 to \$618,548, the Contingency budget is increased by \$110,153 to \$233,069, and the County Contract Administration Fee is unchanged at \$3,170, for a total amount not to exceed \$854,787 to allow funding to Monterey County for costs incurred by Rincon Consultants, Inc. and County departments to complete new additional tasks associated with the MMRP for the California Flats Solar Project EIR (PLN120294) in South County, and extend the term to December 31, 2018; and
- c. Authorized the Director of Planning to execute Amendment No. 3 to Professional Services Agreement No. A-12432, Amendment No. 3 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. (REF150085/Rincon Consultants, Inc. and PLN120294/EIR for the California Flats Solar Project, in South County)

PASSED AND ADOPTED on this 29th day of September 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, 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 78 for the meeting on September 29, 2015.

Dated: September 29, 2015
File ID: A 15-327

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

By *Danise Hancock*
Deputy

**AMENDMENT NO. 3
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
CALIFORNIA FLATS SOLAR, LLC**

THIS AMENDMENT NO. 3 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") and effective 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, Agreement was amended by the Parties on April 9, 2014 [hereinafter, "Amendment No. 1", including Exhibit 1-A, Amendment No. 1 to Professional Services Agreement (PSA) between Rincon Consultants, Inc. and the County of Monterey for the California Flats Solar Project Environmental Impact Report (hereinafter, "EIR")], and February 4, 2015 (hereinafter, "Amendment No. 2", including Exhibit 1-B, Amendment No. 2 to PSA between Rincon Consultants, Inc. and the County of Monterey for the California Flats Solar Project EIR); 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 EIR; and

WHEREAS, Project is located within both Monterey County and San Luis Obispo (hereinafter, "SLO") County; and

WHEREAS, the County engaged Rincon Consultants, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, the County, acting as Lead Agency, certified a Final EIR with mitigation measures and approved the Project subject to a Mitigation Monitoring and Reporting Plan (MMRP); and

WHEREAS, SLO County, a Responsible Agency under the California Environmental Quality Act (CEQA), considered the County's Final EIR for its approval of a Conditional Use Permit DRC2015-00016 for the portion of the Project located within SLO County; and

WHEREAS, SLO County adopted relevant mitigation measures contained in the MMRP applicable to the Project area located within SLO County; and

WHEREAS, Project Applicant, County and SLO County desire to avoid duplication of work in the implementation of the MMRP; and

WHEREAS, the County desires to include new additional tasks associated with Task 10.2, Draft MMRP, of this Agreement; and

WHEREAS, costs associated with CONTRACTOR's work conducted in SLO County, as reflected in the Cost Estimate included in Exhibit 1-C, Amendment No. 3 to PSA between Rincon Consultants, Inc. and the County of Monterey for the Project, will be paid under a separate agreement between SLO County, CONTRACTOR, and Project Applicant; and

WHEREAS, costs associated with CONTRACTOR's work conducted within the County, as reflected in the Cost Estimate included in Exhibit 1-C, Amendment No. 3 to PSA between Rincon Consultants, Inc. and the County of Monterey for the Project, will be paid under this Agreement; and

WHEREAS, a budget cost savings balance in the amount of \$33,019.00 remains from work conducted under the Agreement prior to this Amendment No. 3, and the Parties intend that this balance be reallocated to the new additional tasks associated with the expansion of Task 10.2, Draft MMRP; and

WHEREAS, additional time and funding are necessary to allow Contractor to complete the new additional tasks; and

WHEREAS, the Parties wish to further amend this Agreement to extend the term to December 31, 2018 and to increase the amount by \$424,876.05 to allow funding by the PROJECT APPLICANT to the County for costs incurred by the Contractor and County departments to continue to provide tasks identified in this Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to amend this 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 Exhibits "1", "1-A", "1-B" and "1-C", 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", "1-A", "1-B" and "1-C" of this AGREEMENT.

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

- e. PROJECT APPLICANT shall make a fifth deposit in the amount equal to the CONTRACTOR's Base Budget for tasks identified as Stage 1, Access Road and Northern Photovoltaic (PV) Construction, Stage II, Access Road and Northern PV Construction Monitoring, and Program Management, in Exhibit A-3 to Exhibit 1-C of Amendment No. 3 to this AGREEMENT. This amount totals \$201,522.00.

PROJECT APPLICANT and County understand and agree that PROJECT APPLICANT has a balance of \$33,019.00 on deposit with County.

PROJECT APPLICANT and County understand and agree that PROJECT APPLICANT is entitled to and shall receive credit for the balance of \$33,019.00 and that the amount of \$33,019.00 shall be credited to PROJECT APPLICANT's fifth deposit.

PROJECT APPLICANT shall deposit an additional amount of \$168,503.00, for a total fifth deposit of \$201,522.00, with the County of Monterey, Resource Management Agency – Planning upon approval of Amendment No. 3 to this Agreement by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for September 29, 2015.

PROJECT APPLICANT's deposit of \$201,522.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

- f. PROJECT APPLICANT shall make a sixth deposit in the amount equal to the CONTRACTOR's Base Budget for tasks identified as Stage III, Southern PV Site Preconstruction Review and Stage IV, Southern PV Construction Monitoring, in Exhibit A-3 to Exhibit 1-C of Amendment No. 3 to this AGREEMENT. This amount totals \$146,220.00.

PROJECT APPLICANT shall deposit this additional amount of \$146,220.00 with the County of Monterey, Resource Management Agency prior to the commencement of any CONTRACTOR's services identified in Stage III, Southern PV Site Preconstruction Review or Stage IV, Southern PV Construction Monitoring, in Exhibit A-3 to Exhibit 1-C of Amendment No. 3 to this Agreement.

PROJECT APPLICANT's deposit of \$146,220.00 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-five percent (35%) of the amount of the CONTRACTOR's increase to the Base Budget shall be included in Amendment No. 3 to the PSA between County and CONTRACTOR to cover contingencies. This thirty-five percent (35%) increase in Project Contingency equals \$110,153.05 and increases the Project Contingency budget to a total amount not to exceed \$233,069.30, and is subject to the procedures in *Section 3, "Transfer from Project Contingency Account"*, specified in "Exhibits A, A-1, A-2, and A-3", *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. 3, is \$854,787.30.

CONTRACTOR's Base Budget:	\$618,548.00
County Contract Administration Fee (non-refundable):	\$ 3,170.00
Project Contingency:	\$233,069.30

<u>Maximum Charge Under AGREEMENT:</u>	<u>\$854,787.30</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 "Exhibits A, A-1, A-2 and A-3" 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 Exhibits "1", "1-A", "1-B" and "1-C".

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 \$618,548.00.

Should this AGREEMENT be terminated prior to December 31, 2018, 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 \$233,069.30, 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 Exhibits "A", "A-1", "A-2" and "A-3" of the PSA.
10. Amend Paragraph 8, "Term", to read as follows:

AGREEMENT shall become effective March 13, 2013 and continue through December 31, 2018, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.
11. Amend the first sentence of Paragraph 9, "Termination," to read as follows:

AGREEMENT shall terminate on December 31, 2018, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.
12. All other terms and conditions of the Agreement remain unchanged and in full force.
13. This Amendment No. 3 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.
14. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

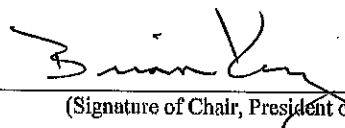
IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Director of Planning


Date: 9/30/15

**CALIFORNIA FLATS SOLAR, LLC
by First Solar Development, LLC, Its Sole Member***

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

Its: Brian Kunz, Vice President, Project Development
(Printed Name and Title)

Date: 9-15-15

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

Its: Beth Deane, VP and Assistant Secretary TAB
(Printed Name and Title)

Date: 9-15-15

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

By: 
Deputy County Counsel

Date: 9-18-15

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

EXHIBIT 1-C

**AMENDMENT NO. 3 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. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 3 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") and effective 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

WHEREAS, Agreement was amended by the Parties on April 9, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions), and February 4, 2015 (hereinafter, "Amendment No. 2", including Exhibit A-2 – Scope of Services/Payment Provisions); and

WHEREAS, California Flats Solar, 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 is located within both Monterey County and San Luis Obispo (hereinafter, "SLO") County; and

WHEREAS, the County, acting as Lead Agency, certified a Final EIR with mitigation measures and approved the Project subject to a Mitigation Monitoring and Reporting Plan (MMRP); and

WHEREAS, SLO County, a Responsible Agency under the California Environmental Quality Act (CEQA), considered the County's Final EIR for its approval of a Conditional Use Permit DRC2015-00016 for the portion of the Project located within SLO County; and

WHEREAS, SLO County adopted relevant mitigation measures contained in the MMRP applicable to the Project area located within SLO County; and

WHEREAS, Project Applicant, County and SLO County desire to avoid duplication of work in implementation of the MMRP; and

WHEREAS, the County desires to include new additional tasks associated with Task 10.2, Draft MMRP, of this Agreement; and

WHEREAS, costs associated with CONTRACTOR's work conducted in SLO County, as reflected in the Cost Estimate included in Exhibit A-3, Scope of Services/Payment Provisions, will be paid under a separate agreement between SLO County, CONTRACTOR, and Project Applicant; and

WHEREAS, costs associated with CONTRACTOR's work conducted within the County, as reflected in the Cost Estimate included in Exhibit A-3, Scope of Services/Payment Provisions, will be paid under this Agreement; and

WHEREAS, a budget cost savings balance in the amount of \$33,019.00 remains from work conducted under the Agreement prior to this Amendment No. 3, and the Parties intend that this balance be reallocated to the new additional tasks associated with the expansion of Task 10.2, Draft MMRP; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to complete the new additional tasks; and

WHEREAS, the Parties wish to further amend this Agreement to extend the term to December 31, 2018 and to increase the amount by \$424,876.05 to continue to provide tasks identified in this Agreement and as amended by this Amendment No. 3.

NOW, THEREFORE, the Parties agree to amend this 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, A-1, A-2 and A-3** 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, A-1, A-2 and A-3**, 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 \$851,617.30.

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 December 31, 2018, unless sooner terminated pursuant to the terms of this Agreement.

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

5. The "Project Schedule" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions, is hereby amended to allow for completion of additional tasks associated with Task 10.2, Draft MMRP, for the Project as set forth in Exhibit A-3, Scope of Services/Payment Provisions.
6. All other terms and conditions of this Agreement remain unchanged and in full force.
7. This Amendment No. 3 shall be attached to this Agreement and incorporated therein as if fully set forth in this Agreement.
8. The recitals to this Amendment No. 3 are incorporated into this Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to this Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: [Signature]
Director of Planning

Date: 9/30/15

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

By: [Signature]
Deputy County Counsel

Date: 9-18-15

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 9-21-15

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.

CONTRACTOR*

Rincon Consultants, Inc.
Contractor's Business Name

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

Its: Michael Gialketsis, President
(Print Name and Title)

Date: 9/11/2015

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

Its: Richard Dawson, Secretary
(Print Name and Title)

Date: 9/14/15

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
Rincon Consultants, Inc., hereinafter referred to as "CONTRACTOR"

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 California Flats Solar Project (hereinafter, "Project"). County and CONTRACTOR acknowledge that all tasks in the current scope of services have been completed and there is a remaining unused budget balance in the amount of \$33,019.00 which will be applied to the budget for the expansion and inclusion of new additional tasks related to Task 10.2, Draft Mitigation Monitoring and Reporting Program (MMRP), of Task 10, Administrative Final Environmental Impact Report (EIR) and MMRP. These tasks will be conducted in four (4) stages as set forth below:

STAGE 1: ACCESS ROAD AND NORTHERN PHOTOVOLTAIC (PV) CONSTRUCTION

Task 10.2.a Technical Document Review for Access Road and Northern PV Construction
CONTRACTOR shall perform detailed peer review of technical documents such as preconstruction survey reports and other technical studies and permits, review of various plans and procedures, and review of documentation that specific conditions have or will be met by California Flats Solar, LLC (hereinafter, Project Applicant"). Peer review of these documents will focus on accuracy of the information as well as the level of compliance with the specified mitigation measures.

CONTRACTOR shall provide technical memoranda summarizing the review of each document and any recommendations for next steps if applicable. Memorandums will be prepared for each document or compilation of documents for similar issue areas (e.g. restoration plans). A complete list of the expected plans, technical documents and survey reports to be reviewed will include the following documents:

- Conservation Basement Lands Habitat Assessment Documents
- Habitat Conservation Plan
- Special Status Plant Survey Report
- Coachwhip and Coast Horned Lizard Preconstruction Survey Report
- Wildlife Friendly Fence Design
- Bat Preconstruction Survey Report
- Nesting Bird and Raptor Preconstruction Survey Report
- Western Pond Turtle Preconstruction Survey Report
- Paleontological Resource Mitigation Plan
- American Badger Preconstruction Survey Report
- San Joaquin Kit Fox Survey Report
- Burrowing Owl Survey Report
- California Red Legged Frog (CRLF) Preconstruction Survey Report
- Vernal Pool Branchiopod Survey Report
- Biological Monitor Resumes
- Habitat Restoration and Revegetation Plan
- Project Vegetation and Invasive Species Management Plan
- Stage III Cultural Data Recovery Reports

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Western Spadefoot Preconstruction Survey Report
- California Tiger Salamander (CTS) and CRLF Relocation Sites Report
- Landslide Survey Report
- Recycling/Disposal Plan
- Emergency Response Training

CONTRACTOR shall also review non-report documentation and memoranda for each compliance measure, as applicable. Attachment A includes a full list of all compliance tasks for all Stages, and specifies the estimated hours to complete each review. Estimated hours for review of each document under each resource area (i.e. Air Quality, Biological Resources, Cultural Resources, Geological Resources, Hazards, Hydrology, Public Safety and Traffic) were used to develop the total cost for each resource area as shown in the cost spreadsheet.

Deliverable: CONTRACTOR shall provide technical memoranda summarizing the review of each document and any recommendations for next steps if applicable. Memorandums will be prepared for each document or compilation of documents for similar issue areas (e.g., restoration plans). A complete list of the expected plans, technical documents and survey report are noted above. Deliverables will be provided to the County's Project Manager, Delinda Robinson, in electronic format within five (5) working days of completion. Hard copy documents will be provided via the United States Postal Service on a monthly basis.

Task 10.2.b Compliance Tracking for Access Road and Northern PV Construction

CONTRACTOR shall track over eighty (80) mitigation measures within the MMRP, including tracking the preparation and timing of a wide range of documents, reports and notifications that must be submitted to the Project Applicant and/or the construction contractors to the County. CONTRACTOR shall develop a compliance tracking spreadsheet to track the status of all compliance measures, and maintain a full compliance binder of all final approved compliance documents. The compliance tracker will include a minimum of the following information: 1) Mitigation Measure number and name; 2) Timing of required compliance (i.e. pre-permit, preconstruction, construction, operation); 3) Name of reviewer; 4) Review deadlines; 5) Approval check boxes for CONTRACTOR and County reviewers; and 6) Notes for comments/recommendations for revisions or non-compliance issues. The compliance tracker can be expanded as needed following initial kick-off meeting coordination with County staff, and to be modified for the Stage II Construction Monitoring. CONTRACTOR shall identify and coordinate with County on any measures that have not been met through specified documentation, and communicate issues of non-compliance with County and Project Applicant through an approved non-compliance protocol developed during the Project initial kick-off meeting (see Compliance Management below).

Deliverable: CONTRACTOR shall provide brief memorandums that summarize the results of document review and provided recommendations for approval or revisions. A single memorandum for each of the documents listed in Task 10.2.a, Technical Document Review for Access Road and Northern PV Construction shall be provided to the County. The status of all other conditions will be addressed through the compliance tracker and/or direct communications with County. All written deliverables will be provided to the County's Project Manager, Delinda Robinson, in electronic format within five (5) working days of completion. Hard copy documents will be provided via the United States Postal Service on a monthly basis.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 10.2.c Compliance Management for Access Road and Northern PV Construction

CONTRACTOR shall participate in an initial kick-off meeting with County to develop a protocol for communication, review, and approval of compliance documents, and to develop a plan for addressing deficiencies in compliance reports, studies, and documents, and for communicating and correcting non-compliance issues.

CONTRACTOR shall provide the direct oversight and management of Project compliance activity including coordination of staff for management of compliance process, technical review, tracking and documentation of Project Applicant compliance with Project conditions, coordination with the Project Applicant and County for submission and review of compliance documents, regular communications with County on status of compliance review and overall status of Project Applicant's compliance, tracking and record keeping for compliance documents and approvals. CONTRACTOR shall also work on budget control, CONTRACTOR'S staffing needs and internal review timing and processes. CONTRACTOR assumes two (2) regularly scheduled meetings with County per week during Stage I preconstruction compliance review, and regular (up to daily) communications with County for coordinating submission, review, revisions requests, and final approvals of compliance documents. CONTRACTOR assumes compliance management and weekly compliance status report will require four (4) hours per week for the duration of the Project (4 hours/week x 56 weeks = 224 hours).

Deliverable: CONTRACTOR shall prepare weekly status reports to County to be used for communication to the Public regarding the ongoing status of compliance activity on this Project. Weekly status reports will be provided to the County's Project Manager, Delinda Robinson, in electronic format within five (5) working days of completion. Hard copy documents will be provided via the United States Postal Service on a monthly basis.

STAGE II: ACCESS ROAD AND NORTHERN PV CONSTRUCTION MONITORING

Task 10.2.d On-Site Compliance Monitoring

CONTRACTOR shall provide one (1) on-site Professional Staff (Compliance Monitor) at the initiation of construction to confirm and ensure that the Project site and construction activity is in compliance with all Project conditions, and that the appropriate monitoring staff have been contracted and are conducting environmental monitoring in an appropriate and professional manner. CONTRACTOR'S Professional Staff (Compliance Monitor) shall communicate directly with CONTRACTOR'S Senior Staff III (Compliance Manager) for information relating to Project activities, timing of construction activity, anticipated completion of critical compliance activities, and site orientations for scheduled and surprise site visits. CONTRACTOR'S Professional Staff (Compliance Monitor) shall inspect the site for compliance with Project conditions including, but not limited to the following:

- Signage
- Construction Lighting
- Conditions within Construction Management Plan
- Environmental Sensitive Area (ESA) fencing
- Wildlife avoidance and minimization measures
- Security fencing
- Dust control measures (including valley fever measures)
- Habitat Conservation Plan measures
- Biological monitoring activity
- Carcass removal
- CRLF and CTS construction barriers

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- Habitat Mitigation Monitoring Plan • PVIMP implementation (HMMP) implementation
- Riparian, wetland and stream setbacks
- Wildlife-friendly fencing
- Cultural resources data recovery program
- Unexpected archeological discoveries
- Paleontological monitoring
- Emergency access
- Maintenance of fire suppression equipment
- Frac-out plan
- Avoidance of archeological sites
- Cultural resources monitoring activity
- Paleontological monitoring
- Landslide avoidance
- Vehicle maintenance
- Peak-hour control measures

CONTRACTOR assumes that one (1) full-time Professional Staff I (Compliance Monitor) will be required during the first four (4) weeks of construction activity. During this period all construction activity located in San Luis Obispo (SLO) County is expected to be completed. Any work located and conducted in SLO County will be invoiced to SLO County according to the Cost Estimate, as reflected on Page 7 (below). At the completion of the first four (4) weeks of construction activity, and assuming the construction contractor and Project Applicant contracted Compliance Monitors are meeting all Project conditions and the Project is in good standing regarding environmental compliance, on-site monitoring will be reduced to three (3) days per week for spot-checks for the following ten (10) weeks, and then twice-weekly spot-checks from that point on for the duration of the northern PV site (fifty-six (56) weeks total through December 31, 2016) for a total of ninety-two (92) monitoring days (assuming five (5) day work weeks during the initial month of construction and eight (8) hour work days inclusive of travel time).

Task 10.2.e Ongoing Review of Monitoring Logs, Monitoring Reports, and Other Documents

CONTRACTOR shall have a dedicated, office-based, Senior Staff III (Compliance Manager) to review all daily logs, and weekly, monthly and annual reports, and to coordinate directly with County staff on submission of electronic copies of all monitoring reports and other Project documents, and the ongoing tracking of construction-phase compliance with Project conditions. CONTRACTOR'S Senior Staff III (Compliance Manager) will work directly with the County and the Project's on-site Compliance Monitors (contracted directly to the Project Applicant) for submission of regular monitoring reports and daily logs, and for procedures and notifications of non-compliance issues. CONTRACTOR assumes that, in addition to a review of any specific construction phase technical reports, this task will require an average of six (6) hours per week for review of daily logs and eight (8) hours per month for review of monitoring reports and coordination with the County for a total of four hundred thirty-two (432) hours.

STAGE III: SOUTHERN PV SITE PRECONSTRUCTION REVIEW

Task 10.2.f Southern Construction Phase Preconstruction Document Review and Compliance Tracking

CONTRACTOR shall provide detailed peer review of technical documents such as preconstruction survey reports and other technical studies and permits, review of various plans and procedures, and review of documentation that specific conditions have or will be met by the Project Applicant. The task will involve the coordination of a variety of technical specialists, and oversight and management by a primary point of contact with support by an Assistant Project Manager. This task will be completed as detailed above in Tasks 10.2.a, b and c, for all

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

documents prepared and submitted by the Project Applicant prior to the construction phase for the southern PV site, estimated to commence in May 2017. CONTRACTOR shall provide review of technical documents and permits, as well as oversight, coordination, and management by the Senior Staff III (Compliance Manager) and Professional Staff III (Assistant Compliance Manager) to document the Project's compliance with all conditions of approval, and communicate environmental compliance activity with County.

STAGE IV: SOUTHERN PV CONSTRUCTION MONITORING

Task 10.2.g Southern PV Construction Phase Compliance Monitoring and Compliance Tracking

CONTRACTOR shall provide on-site inspection of the Project Applicant's compliance with Project conditions and the office-based review of daily monitoring logs and regular monitoring reports as detailed in Tasks 10.2.d and e above, for the construction of the southern PV site scheduled to commence in May 2017 and end in July 2018. During this stage, CONTRACTOR shall support County by making site inspections to ensure Project conditions are consistent with measures outlined in the conditions of approval, MMRP and the various monitoring and mitigation plans.

CONTRACTOR assumes that one (1) full-time Professional Staff I (Compliance Monitor) will be required during the first four (4) weeks of construction activity on the southern PV site. At the completion of the first four (4) weeks of construction activity, and assuming the construction contractor and Project Applicant contracted compliance monitors are meeting all Project conditions and the Project is in good standing regarding environmental compliance, CONTRACTOR shall reduce on-site monitoring to three (3) days per week for spot-checks for the following ten (10) weeks, and then twice-weekly spot-checks from that point on for the duration of the construction on the southern PV site (sixty-four (64) weeks total through July 31, 2018) for a total of one hundred (100) monitoring days (assuming five (5) day work weeks during the initial month of construction and eight (8) hour work days inclusive of travel time). CONTRACTOR assumes that, in addition to a review of any specific construction phase technical reports, this task will also require an average of six (6) hours per week for review of daily logs and eight (8) hours per month for review of monitoring reports and coordination with the County for a total of five hundred four (504) hours.

PROGRAM MANAGEMENT

Task 10.2.h Program Management and Administration

CONTRACTOR shall provide senior oversight of program management, quality assurance/quality control, and administration required to manage the administrative and other internal and external aspects of the compliance program. CONTRACTOR shall participate in teleconference meetings to coordinate Project changes or other issues that may arise throughout the Project, and assumes not more than two (2) meetings during Stage I, Access Road and Northern PV Construction. CONTRACTOR's Senior Staff II (Program Manager) shall regularly review compliance status; and shall be available to County to address any potential concerns the County may have. CONTRACTOR shall provide general consulting, principal review and oversight, coordination, and general contract administration.

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

SCHEDULE AND ASSUMPTIONS

At the County's direction, CONTRACTOR shall be immediately available to commence Stage I, Access Road and Northern PV Construction, including preliminary compliance oversight, review of review of preconstruction compliance reports and technical documents, and planning for Stage II, Access Road and Northern PV Construction, activity. CONTRACTOR understands that Project Applicant is actively submitting Project documents, and CONTRACTOR proposes an initial coordination meeting with County RMA - Planning Staff to establish a communication protocol, procedures for document transfer and review, procedures for document printing and storage, and procedures for recording compliance with Project conditions. After completion of the initial kick-off meeting, CONTRACTOR shall commence with document review, and, if the County does not have a procedure in place for recording and storing compliance data, CONTRACTOR shall develop a database in consultation with County RMA - Planning to meet the Project needs and existing County systems. Specific details on the need and type of data and document storage would be developed in concert with the County for inclusion during Stage II, Access Road and Northern PV Construction.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an increased amount of \$424,876.05 (\$314,723.00 for Base Budget and \$110,153.05 for Contingency) for a total amount not to exceed \$851,617.30 (\$618,548.00 for Base Budget and \$233,069.30 for Contingency) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the attached Cost Estimate.

All trip travel, including mileage, to and from the worksite will be billed at the hourly rate listed in the attached Cost Estimate and will be considered towards the total number of hours worked per day. There shall be no other type of travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

Billing procedures are outlined in the following Payment Provisions.

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.

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

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

County of Monterey Planning Department
California Flats Solar Project Environmental Compliance Review and Oversight
Cost Estimate

costs calculated as follows: Review stage 50% Monterey/50% San Luis Obispo; Compliance Monitoring/Maintenance 98.7% Monterey/1.3% San Luis Obispo; On-site monitoring 2 weeks full time San Luis Obispo, Monterey to cover all remaining Stage II monitoring and all Stage III excess.

EXHIBIT A-3 - 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
Amendment No. 2: \$76,315.50 (\$56,530.00 base budget plus \$19,785.50 project contingency)
Extension of Term to September 30, 2015
Amendment No. 3: \$424,876.05 (\$314,723.00 base budget plus \$110,153.05 project contingency)
Extension of Term to December 31, 2018

This Invoice:

10.

Administrative FEIR and MMRP

10.2

Draft MMRP

STAGE I: ACCESS ROAD AND NORTHERN PHOTOVOLTAIC (PV) CONSTRUCTION

10.2.a \$33,880.00 Technical Document Review for Access Road and Northern PV Construction

10.2.b \$0.00 Compliance Tracking for Access road and Northern PV Construction
(cost captured under Task 10.2.c, Compliance Management)

10.2.c \$26,284.00 Compliance Management for Access Road and Northern PV Construction

STAGE II: ACCESS ROAD AND NORTHERN PV CONSTRUCTION MONITORING

10.2.d \$64,470.00 On-Site Compliance Monitoring

10.2.e \$43,764.00 Ongoing Review of Monitoring Logs, Monitoring Reports, and Other Documents

STAGE III: SOUTHERN PV SITE PRECONSTRUCTION REVIEW

10.2.f \$12,840.00 Southern Construction Phase Preconstruction Document Review and Compliance Tracking

STAGE IV: SOUTHERN PV CONSTRUCTION MONITORING

10.2.g \$133,380.00 Southern PV Construction Phase Compliance Monitoring and Compliance Tracking

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PROGRAM MANAGEMENT

10.2.h	\$33,124.00	Program Management and Administration
Total Costs:	\$347,742.00	
Credit for Unused Budget from Previously Identified Tasks	-\$33,019.00	
Total Increase for Amendment No. 3	\$314,723.00	

Remaining Balance \$ _____

Approved as to Work/Payment: _____
Delinda Robinson, Senior Planner Date

All Invoices Are To Be Sent To:

Diana Lemos, Account Clerk

County of Monterey Resource Management Agency - Finance Division

168 W. Alisal Street, 2nd Floor, Salinas, CA 93901

Telephone: (831) 755-5220

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 \$110,153.05 for a total amount not to exceed \$233,069.30) requires the prior written approval of the Director of Planning and the Project Applicant.

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

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

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

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

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

ATTACHMENT A

County Conditions

1. PD001- Specific Uses Only

- *Stage II and IV Ensure adherence to conditions and uses specified in the permit (no additional hours)*

Aesthetics

9. AES-1 Temporary Fencing At SR 41 Staging Areas

- *Stage II and IV Review fencing in the field prior to construction (captured in monitoring estimate)*
- *Stage II and IV Review fencing in the field during construction (ongoing)*

10. AES-3 Minimize Construction Lighting

- *Stage II and IV Review construction lighting in the field (captured in monitoring estimate) – may require separate nighttime visits.*

Air Quality

11. AQ-2(A) Dust Control Measures

- Review construction drawings to ensure dust control measures are included on all plans and specifications (already completed by County)
- *Stage II and IV Spot check in the field to verify compliance (captured in monitoring estimate)*

12. AQ-2(B) Emission-Reduction Measures for Construction Equipment

- Review construction drawings to ensure measures are included on all plans and specifications (already completed by County)
- *Stage II and IV Spot check in the field to verify compliance (captured in monitoring estimate)*

13. AQ-2(C) Tier 3 Construction Equipment

- Review signed written correspondence and list of construction to be used and associated EPA tier (already completed by County)
- *Stage II and IV Review list of construction submitted quarterly during construction (2 hours each time)*

14. AQ-6(A) Valley Fever Management Plan

- Review VFMP (already completed by County)
- Confirm Health Department has approved VFMP (2 hours of coordination with Health Dept)

15. AQ-6(B) Additional Valley Fever Dust Suppression Measures

- Review final Construction Management Plan to confirm dust suppression measures are included (already completed by County)
- *Stage II and IV Spot check during construction (captured in monitoring estimate)*

16. AQ-6 (C) Monterey County Health Department Notification

- Confirm notice is provided to Health Officer and County not more than 60 days nor less than 30 days prior to construction (already completed by County)
- Coordinate with Health Officer as needed to confirm they provide educational outreach (already completed by County)

ATTACHMENT A

17. AQ-6(D) Valley Fever Worker Training Program and Safety Measures
 - Review copies of all educational training materials (already completed by County)
 - *Stage II and IV Review evidence that new employees are provided training (captured in monitoring estimate)*
18. AQ-6(E) Valley Fever Information Handout
 - Review informational handout (already completed by County)
 - Coordinate with Health Department for their approval of the handout (already completed by County)
 - Confirm handout is mailed to existing residences within three miles of project (will be completed by County)
19. AQ-9 Construction Management Plan Requirements
 - Review Construction Management Plan to confirm inclusion of required measures (already completed by County)
 - *Stage II and IV Spot check during construction (captured in monitoring estimate)*

Biological Resources

- 20/21. B-1(A) Compensatory Mitigation.
 - Review calculated acreages for compensatory mitigation. (16 hours)
 - Review/approve conservation land locations (16 hours)
 - Review conservation easement purchases or payments to qualified conservation easement holder. (4 hours)
 - Review qualifications of conservation easement holder. (4 hours)
 - Review studies documenting habitat conditions and suitability of conservation lands for all species (see costs for individual species conditions below).
 - Evaluate the sufficiency of provided conservation funds for necessary land management (8 hours)
 - Review the plans for enhanced habitat if proposed. (20 hours)
22. B-1(B) Habitat Conservation Plan
 - Review HCP for consistency with County conditions (8 hours)
 - *Stage II and IV Review implementation of all conditions within the HCP (8 hours)*
23. B-1(C) Special status Plant Surveys
 - Review results of Special Status Plant surveys on utility corridor (2 hours in both Stage I and Stage III)
24. B-1(D) Special Status Plant Species Avoidance and Minimization
 - Review botanical ESAs on site plans (2 hours in both Stage I and Stage III)
 - *Stage II and IV Review fencing of botanical ESAs in the field prior to construction (captured in monitoring estimate)*
 - *Stage II and IV Periodic checking that ESA fencing remains in tack during construction (captured in monitoring estimate)*
25. B-1(E) Special status Plant Compensatory Mitigation
 - Review of technical report identifying extent of compensatory mitigation for plants and the species for which mitigation is required. (8 hours)
26. B-1(F) American Badger Preconstruction Surveys
 - Review American badger preconstruction survey report (not specified in B-1[F] but required under B-1[G]) (2 hours in both Stage I and Stage III)

ATTACHMENT A

27. B-1(G) American Badger Avoidance and Minimization
- *Stage II and IV If required, ensure avoidance and minimization measures have been implemented in the field. (captured in monitoring estimate)*
28. B-1(H) San Joaquin Kit Fox Surveys
- Review San Joaquin Survey Report (Not required under B-1(H) but should be reviewed to evaluate avoidance in measure B-1(I) (2 hours in both Stage I and Stage III)
- 29/30. B-1(I) San Joaquin Kit Fox Avoidance and Minimization
- *Stage II and IV If required, ensure avoidance and minimization measures have been implemented in the field. (captured in monitoring estimate)*
31. B-1(J) San Joaquin Kit Fox Compensatory Mitigation
- Review the calculations of total required mitigation lands and suitability of mitigation lands for San Joaquin kit fox compensatory mitigation (8 hours)
32. B-1(K) Removal of wildlife and livestock carcasses
- *Stage II and IV Periodic field checks to ensure ongoing carcass removal is being conducted. (captured in monitoring estimate)*
33. B-1(L) Burrowing Owl Surveys
- Review burrowing owl preconstruction survey reports. (2 hours in both Stage I and Stage III)
34. B-1(M) Burrowing Owl Avoidance and Minimization
- *Stage II and IV If required, ensure avoidance and minimization measures have been implemented in the field. (captured in monitoring estimate)*
35. B-1(N) Burrowing Owl Compensatory Mitigation
- Review the calculations of total required mitigation lands and suitability of mitigation lands for burrowing owl compensatory mitigation (4 hours)
36. B-1(O) Coachwhip and Coast Horned Lizard Preconstruction surveys
- Review Coachwhip and Coast Horned Lizard Preconstruction surveys report. (2 hours in both Stage I and Stage III)
37. B-1(P) Wildlife Friendly Fence Design
- Review of project fence design for consistency with wildlife movement standards. (2 hours in both Stage I and Stage III)
38. B-1(Q) Bat Preconstruction Surveys and Avoidance
- Review of preconstruction bat survey report (2 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for bat species. (captured in monitoring estimate)*
39. B-1(R) Preconstruction Survey for Raptors and Other Special Status Bird
- Review of preconstruction nesting bird and raptor survey report (4 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for nesting birds and raptors. (captured in monitoring estimate)*

ATTACHMENT A

40. B-1(S) Special Status Bird Species Impact Avoidance and Minimization
 - Review project design for avian avoidance features (2 hours in both Stage I and Stage III)
41. B-1(T) Preconstruction Surveys and Avoidance of Western Pond Turtle
 - Review of preconstruction western pond turtle survey report (2 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for western pond turtle. (captured in monitoring estimate)*
42. B-1(U) Preconstruction Surveys and Avoidance of Western Spadefoot
 - Review of preconstruction western spadefoot survey report (2 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for western spadefoot. (captured in monitoring estimate)*
43. B-1(V) Compensatory Mitigation for Western Spadefoot
 - Review compensatory mitigation plan and HMMP for consistency with western spadefoot impacts. (4 hours)
44. B-1(W) California Tiger Salamander and California Red-Legged Frog Relocation Sites
 - Review information on CDFW and USFWS approved relocation sites (8 hours in both Stage I and Stage III)
45. B-1(X) California Red-Legged Frog Construction Barriers
 - Review documentation that fencing has been installed prior to ground disturbance (2 hours in both Stage I and Stage III)
 - *Stage II and IV On-site monitoring of fence to ensure barriers are correctly installed and located. (captured in monitoring estimate)*
46. B-1(Y) Construction Timing, Preconstruction Surveys and Avoidance Measures for CRLF
 - Review of CRLF preconstruction survey report (2 hours in both Stage I and Stage III)
 - *Stage II and IV If applicable, review and monitor the avoidance measures for CRLF. (captured in monitoring estimate)*
47. B-1(Z) Compensatory Mitigation for California Red-Legged Frog
 - Review calculations for impacts to CRLF habitat and required mitigation acreages (8 hours in both Stage I and Stage III)
 - Review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to CRLF (4 hours)
48. B-1(AA) California Tiger Salamander Construction Barriers
 - Review USFWS and CDFW approval of CTS construction barriers. (1 hours in both Stage I and Stage III)
 - *Stage II and IV Field checks to evaluate extent and design of CTS barriers (captured in monitoring estimate)*
49. B-1(BB) California Tiger Salamander Daily Pre-Activity Surveys
 - *Stage II and IV Review daily monitoring reports for CTS pre-activity surveys (in conjunction with regular reporting oversight)*
50. B-1(CC) Compensatory Mitigation for California Tiger Salamander
 - Review calculations for impacts to CTS habitat and required mitigation acreages (8 hours in both Stage I and Stage III)
 - Review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to CTS (4 hours)

ATTACHMENT A

51. B-1(DD) Vernal Pool Branchiopod Avoidance and Mitigation
- Review any documentation related to the identification of potential impacts to VPFS (4 hours in both Stage I and Stage III)
 - Review and proposed avoidance measures for VPFS habitat (2 hours in both Stage I and Stage III)
 - If avoidance is not feasible: review calculations for impacts to VPFS habitat and required mitigation acreages and review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to VPFS (8 hours in both Stage I and Stage III)
52. B-1(EE) Construction Biological Monitoring
- Review biological monitor qualifications (16 hours)
 - *Stage II and IV Review monthly summary monitoring reports (captured in review estimate)*
 - *Stage II and IV Review annual monitoring reports (captured in review estimate)*
53. B-1(FF) Special Status Animal Species General Avoidance Measures and Construction BMPs
- *Stage II and IV On site monitoring of biological monitoring activities for compliance with all avoidance measures and BMPs (captured in monitoring estimate)*
 - *Stage II and IV Review of monthly and annual monitoring Reports (captured in review estimate)*
54. B-1(GG) Worker Environmental Awareness Program
- Review the WEAP (already completed by County)
 - *Stage II and IV Review WEAP administration to construction staff (captured in review estimate)*
 - Review documentation that all construction staff are WEAP trained
55. B-2 (A) Valley Needlegrass Grassland and Wildflower Field Habitat Mitigation
- Review and approve location and easement holders for mitigation (48 hours)
 - Review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to needlegrass and wildflower habitat (24 hours)
56. B-2(B) Habitat Restoration and Revegetation Plan
- Review and approval of HRRP (24 hours)
 - *Stage II and IV Field-based review of implementation of HMMP (8 hours)*
57. B-2(C) Project Vegetation and Invasive Species Management Plan
- Review and approval of PVIMP (16 hours)
 - *Stage II and IV Field-based review of implementation of PVIMP (8 hours)*
58. B-2(D) Mixed Oak Woodland Avoidance and Minimization
- Review of documentation on oak woodland impacts (4 hours)
 - *Stage II and IV If necessary, field-based review that all oak woodland avoidance measures are in place (captured in monitoring estimate)*
59. B-2(E) Riparian/Stream Habitat Setbacks
- Review documentation of riparian/stream avoidance measures (4 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of setbacks and avoidance for riparian/stream habitat (captured in monitoring estimate)*

ATTACHMENT A

60. B-2(F) Stream Channel Avoidance and Minimization
- Review documentation of stream channels avoidance measures (4 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of setbacks and avoidance for stream channels (captured in monitoring estimate)*
61. B-2(G) Directional Boring Avoidance and Minimization
- Review of Frac-out plan (8 hours)
 - *Stage II and IV Field-based review of implementation of frac-out plan (captured in monitoring estimate)*
62. B-2(H) Show Streams and Riparian Habitat, and Associated Setbacks, on Construction Plans
- Review construction plans for inclusion of streams and riparian habitat setbacks (4 hours in both Stage I and Stage III)
63. B-2(I) Riparian/Stream Mitigation
- Review and approve location and easement holders for mitigation (16 hours)
 - Review analyses of proposed mitigation lands [concurrent with B-1(A) and B-1(B)] for suitability to riparian/stream habitat (16 hours)
64. B-3(A) Wetland Avoidance and Minimization
- Review documentation wetland avoidance measures (2 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of setbacks and avoidance for wetland habitat (captured in monitoring estimate)*
65. B-3(B) Well Placement Hydrology Study (WPHS)
- Review of WPHS (8 hours)
66. B-3(C) Monitor Well Impacts To Wetlands
- Review documentation of avoidance if feasible. (2 hours)
 - Review compensatory mitigation measures if avoidance is not possible (4 hours)
 - *Stage II and IV Field-based review of avoidance measures or compensatory mitigation (captured in monitoring estimate)*
67. B-3(D) Wetland Habitat Mitigation
- Review wetland habitat compensatory mitigation under B-1(A) (16 hours)
68. B-4(A) Pronghorn Calving Ground Avoidance and Minimization
- Review documentation of preconstruction surveys for pronghorn calving grounds, or (2 hours in both Stage I and Stage III)
 - Review avoidance measures for pronghorn calving (2 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of avoidance measures (captured in monitoring estimate)*
69. B-4(B) Pronghorn-Friendly Fence Design
- Review HMMP for inclusion of pronghorn-friendly fence design (2 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of implementation of pronghorn friendly fence design (captured in monitoring estimate)*
70. B-5(A) Oak/Riparian Tree Protection Zone
- Review contracting of arborist and proposed TPZs (4 hours in both Stage I and Stage III)
 - *Stage II and IV Field-based review of monitoring of TPZs (captured in monitoring estimate)*

ATTACHMENT A

71. B-5(B) Oak/Riparian Tree Mitigation

- Review documentation of oak tree avoidance, or (2 hours)
- *Stage II and IV Review mitigation planting plans and implementation (8 hours)*

Cultural Resources

72. CR-1(A) Archaeological Site Avoidance

- Review of avoidance feasibility assessment. *(Excluded per Monterey County request)*
- *Stage II and IV Field-based review of avoidance of archeological sites (site flagging and avoidance measures) (captured in monitoring estimate)*

73. CR-1(B) Site Capping and Data Indexing

- *Stage II and IV Field-based review of capping and indexing of cultural resources that cannot be avoided (Excluded per Monterey County request)*

74. CR-1(C) Data Recovery Excavation

- Review of Phase III data recovery program documents and plans (already completed by County)
- *Stage II and IV Field-based review of implementation of data recovery program (8 hours)*
- *Stage II and IV Review of technical reports (including any attached special studies) (16 hours)*

75. CR-1(D) Archaeological Resource Worker Environmental Awareness Program

- Review WEAP for Cultural Resource sections (already completed by County)
- *Stage II and IV Ensure all workers have attended WEAP training (captured in review estimate)*

76. CR-1(E) Archaeological Resource Construction Monitoring

- *Stage II and IV Field-based review of cultural resource monitoring (captured in monitoring estimate)*

77. CR-1(F) Native American Construction Monitoring

- Review that NA monitors have been contracted for project monitoring (16 hour)
- *Stage II and IV Field-based review that NA monitors are present on site (captured in monitoring estimate)*
- *Stage II and IV Review weekly monitoring status updates (captured in review estimate)*

78. CR-2 Previously Unidentified Archaeological Resources

- *Stage II and IV Available for review of unexpected archeological discoveries throughout the project (16 hours; assumes two unexpected discoveries)*

79. CR-4(A) Paleontological Resource Mitigation Plan

- Review PRMP (8 hours)

80. CR-4(B) Paleontological Resource Construction Monitoring

- *Stage II and IV Field-based review of paleontological monitoring (captured in monitoring estimate)*

Geologic Resources

81. GE0-2 Landslide Avoidance and Hazard Minimization

- Review landslide survey (10 hours in both Stage I and Stage III)
- Review proposed design modifications, if any (4 hours)
- *Stage II and IV Verify construction with approved plans (8 hours)*

ATTACHMENT A

Hazards

82. HAZ-3 Locate Underground Utilities

- Review proof of underground utility location (3 hours in both Stage I and Stage III)
- Confirm plans avoid underground utilities (2 hours)

83. HAZ-4(A) Final Fuel Management Plan

- Review final Fuel Management Plan (already completed by County)

84. HAZ-4(B) Emergency Access

- *Stage II and IV Spot check emergency access in accordance with Final Fuel Management Plan during construction and operation (captured in monitoring estimate)*

85. HAZ-5 Disposal of PV Modules and Support Structures

- Review recycling/disposal plan (8 hours in both Stage I and Stage III)
- Confirm long-term decommissioning bond is posted (2 hours [coordination])

Hydrology

86. HYD-2(B) Maintain Vehicles and Equipment

- *Stage II and IV Confirm vehicles are properly maintained during construction (captured in monitoring estimate) Stage II Review vehicle and equipment log monthly during construction (captured in monitoring estimate)*

Public Safety

87. PS-1(A) Construction Management Plan

- Review final Construction Management Plan to confirm inclusion of fire protection measures (8 hours in both Stage I and Stage III)
- Confirm CAL FIRE reviews and approves Construction Management Plan (2 hours [coordination])
- *Stage II and IV Spot check in field to confirm compliance with CMP (captured in monitoring estimate)*

88. PS-1(B) Emergency Response Training

- Review verification of emergency response training (2 hours)
- Confirm applicant has consulted with South Monterey County FPD/CAL FIRE (2 hours [coordination])
- *Stage II and IV Review verification on an annual basis during operation (captured in review estimate)*
- *Stage II and IV Confirm on-site fire suppression equipment properly maintained (captured in monitoring estimate)*

89. PS-1(C) Fire Protection During Construction

- Review final, executed agreement with CAL FIRE (2 hours)

Traffic

90. T-2 Friday Peak Hour Control Measures- Construction Stage

- *Stage II and IV Confirm compliance with control measures in the field (construction, Fridays between 4:35-5:35 PM) (captured in monitoring estimate)*

ATTACHMENT A

91. T-4 Friday Peak Hour Control Measures- Operation Stage

- *Stage II and IV Confirm compliance with control measures in the field (operation until Caltrans SR 41/46 improvements complete, Friday between 4:35-5:35 PM) (captured in monitoring estimate)*

92. T-7 Park and Ride Facility Siting

- Review plans showing proposed park and ride facilities for compliance with siting requirements (12 hours)

93. LT -1 Worker Housing Program

- Review Worker Housing Program (already completed by County)

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