

**FUNDING AGREEMENT NO. 2  
FOR THE  
PARAISO HOT SPRINGS RESORT  
ENVIRONMENTAL IMPACT REPORT**

**THIS FUNDING AGREEMENT NO. 2**, hereinafter, “AGREEMENT” or “FUNDING AGREEMENT NO. 2”, is made and entered by and between the County of Monterey, a political subdivision of the State of California, hereinafter, “County”, and Paraiso Springs Resort, LLC, hereinafter, “PROJECT APPLICANT”, (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below and with reference to the following facts and circumstances:

**RECITALS**

A. PROJECT APPLICANT has applied to County for approval of a combined development permit request for the Paraiso Hot Springs Resort, referred to herein as the “PROJECT”. The PROJECT consisted of environmental review of the General Plan Proposal for the reconstruction and redevelopment of the PROJECT located in Soledad, California. Work was identified to process the PROJECT application.

B. Due to the magnitude and complexity of the work for the PROJECT, the Parties agreed that it was necessary and desirable that County engage EMC Planning Group, Inc., hereinafter, “Contractor”, to complete an Environmental Impact Report, hereinafter, “EIR”, attend public hearings and meetings on the PROJECT, and perform related work.

C. The Parties entered into a Funding Agreement, hereinafter, “FUNDING AGREEMENT NO. 1”, on September 11, 2012 to fund all EIR and related work performed by Contractor. All identified work was completed by Contractor with no further funding required from PROJECT APPLICANT. County allowed FUNDING AGREEMENT NO. 1 to expire on June 30, 2018.

D. PROJECT APPLICANT has requested County to obtain further assistance from Contractor to allow attendance at Public Hearings, hereinafter, “services”, through the presentation of the EIR for the PROJECT to the County of Monterey Board of Supervisors.

E. The Parties hereby agree that County shall further engage Contractor to complete the additional services for the PROJECT. Contractor shall perform the Scope of Work specified in the Professional Services Agreement, hereinafter, “PSA”, between County and Contractor, attached to this AGREEMENT as Exhibit “1”, and incorporated herein by reference. County shall manage the PROJECT work performed by Contractor.

F. A fundamental premise of this AGREEMENT is that nothing herein is to be construed as a representation, promise, or commitment on the part of County to give special treatment to, or exercise its discretion favorably for the PROJECT, in exchange for PROJECT APPLICANT’s obligation to cover County’s cost of retaining Contractor and providing County staff to work on the PROJECT.

G. The subject matter of this AGREEMENT is the PROJECT APPLICANT's funding of the Contractor's services for the PROJECT. This AGREEMENT also covers the non-refundable County fee for contract administration.

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

I. The Parties make this AGREEMENT with full knowledge of the requirements of state and local law, including, but not limited to the California Environmental Quality Act (Public Resources Code Section 21000 et seq., hereinafter, "CEQA") and the State CEQA Guidelines (California Code of Regulations Title 14, Section 15000 et seq., hereinafter, "Guidelines") and the Monterey County Code.

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:**

1. Deposits to Fund PSA and County Fee for Contract Administration. PROJECT APPLICANT shall deposit an amount equal to the Contractor's Base Budget and the County's Contract Administration Fee. This amount totals \$17,865.00 and includes:

Contractor's Base Budget:	\$14,695.00
County Contract Administration Fee (non-refundable):	\$ 3,170.00

PROJECT APPLICANT shall deposit a first payment in the amount of \$8,960.00 (\$5,790.00 for Base Budget and \$3,170.00 for Contract Administration Fee) with County Resource Management Agency (RMA), Land Use and Community Development (Planning) upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for December 4, 2018.

PROJECT APPLICANT's deposit of \$8,960.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

PROJECT APPLICANT shall deposit a second payment in the amount of \$4,000.00 (\$4,000.00 for Base Budget) with County RMA, Land Use and Community Development (Planning) within five (5) working days of County's request for funds.

PROJECT APPLICANT's second deposit of \$4,000.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

PROJECT APPLICANT shall deposit a third payment in the amount of \$4,905.00 (\$4,905.00 for Base Budget) with County RMA, Land Use and Community Development (Planning) within five (5) working days of County's request for funds.

PROJECT APPLICANT's third deposit of \$4,905.00 with County shall be a condition precedent to County's obligation under this AGREEMENT.

2. Project Contingency. An additional amount to Contractor's Base Budget shall be included in the PSA between County and Contractor to cover contingencies. This Project Contingency totals \$5,000.00, and is subject to the procedures in *Section 3, Transfer from Project Contingency Account*, specified in "Exhibit A", *Scope of Services/Payment Provisions, for the Paraiso Hot Springs Resort*, of the PSA.

3. Maximum Budget Under AGREEMENT. The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$22,865.00.

Contractor's Base Budget:	\$14,695.00
County Contract Administration Fee (non-refundable):	\$ 3,170.00
Project Contingency:	\$ 5,000.00

<u>Maximum Charge Under AGREEMENT:</u>	<u>\$22,865.00</u>
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4. Within thirty (30) days after the end of each quarter, County shall provide quarterly progress reports to the PROJECT APPLICANT showing Contractor's charges from the prior quarter associated with completion of task(s) as specified in "Exhibit A" of the PSA (Scope of Services/Payment Provisions for the PROJECT). Any Base Budget funds remaining at completion of Contractor's services shall be returned to the PROJECT APPLICANT.

5. Engagement of Contractor. This AGREEMENT is based on County engaging Contractor in accordance with the PSA between County and Contractor, attached hereto and incorporated by this reference as Exhibit "1". Contractor shall be responsible only to County, and nothing in this AGREEMENT imposes any obligation on County or Contractor to PROJECT APPLICANT other than to devote the time and attention to assisting with the processing of the PROJECT. County shall provide direction and guidance to the Contractor. Contractor's contact(s) with PROJECT APPLICANT shall only be through County. PROJECT APPLICANT, its agents, employees, consultants, representatives or partners shall not contact Contractor directly in any manner unless at a public hearing, meeting, or workshop for the PROJECT.

6. Payments to Contractor and County.

a. Contractor

Contractor's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$14,695.00.

Should this AGREEMENT be terminated prior to May 31, 2019, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

b. County Contract Administration Fee

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

c. Project Contingency

An additional amount to the Contractor's Base Budget, in an amount not to exceed \$5,000.00, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both County and PROJECT APPLICANT, pursuant to Section 3, Transfer from Project Contingency Account, of "Exhibit A" of the PSA. Within five (5) working days of receipt of a request from County, PROJECT APPLICANT shall approve or disapprove the Request for Transfer from Project Contingency and, if approved, at the same time submit a check to the County for the amount requested.

If PROJECT APPLICANT takes more than five (5) working days to respond to a Request for Transfer from Project Contingency, additional costs may accrue to Contractor, which may result in another Request for Transfer from Project Contingency.

d. Land Use Application Fees

The PROJECT APPLICANT agrees that PROJECT APPLICANT will separately pay land use application fees to cover all County staff costs associated with the PROJECT in accordance with the current County of Monterey Land Use Fee Schedule. The fee schedule applicable to the PROJECT is dated July 1, 2012 and is attached to this AGREEMENT as "Exhibit 2". PROJECT APPLICANT agrees to pay any remaining amounts due and owing for the required deposit upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for December 4, 2018.

7. No Promise or Representation. The Parties agree that nothing in this AGREEMENT is to be construed as a representation, promise, or commitment on the part of County to give special treatment to, or exercise its discretion favorably for the PROJECT, it being understood that PROJECT APPLICANT's funding obligation under this AGREEMENT is undertaken without regard to County's actions regarding the PROJECT.

8. Term. AGREEMENT shall become effective December 4, 2018 and continue through May 31, 2019, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

9. Termination. AGREEMENT shall terminate on May 31, 2019, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other. Upon such termination, PROJECT APPLICANT shall immediately pay any outstanding invoices, as well as pay for any work performed by Contractor through effective date of termination.

10. Entire Agreement. AGREEMENT and its attachments constitute the entire agreement between the Parties respecting the matters set forth herein. The Parties each represent that neither has relied on any promise, inducement, representation, or other statement made in connection with this AGREEMENT that is not expressly contained herein.

11. Negotiated Agreement. It is agreed and understood by the Parties that this AGREEMENT has been arrived at through negotiations and that neither is deemed the party which prepared the AGREEMENT within the meaning of Civil Code Section 1654.

12. Assignment. Neither County nor PROJECT APPLICANT shall have the right to assign its respective rights and obligations hereunder without the written consent of the other party. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

13. Amendment. This AGREEMENT may be amended, modified or supplemented only in writing by both the Parties.

14. Contracting Officer. The contracting officer of County, and the only entity authorized by law to make or amend this AGREEMENT on behalf of County, is the County of Monterey Board of Supervisors or a County employee whom they have specifically authorized.

15. Waiver. The failure of a party hereto at any time or times to require performance of any provision hereof shall in no manner affect its right at a later time to enforce the same. No waiver by a party of any condition or of any breach of any term contained in this AGREEMENT shall be effective unless in writing, and no waiver in any one or more instances shall be deemed to be a further or continuing waiver of any such condition or breach in any other instance or a waiver of any other condition or breach of any other term.

16. Governing Law. AGREEMENT shall be construed, interpreted and applied in accordance with the laws of the State of California applicable to commercial contracts entered into and to be performed wholly in California.

17. Construction. The language in all parts of this AGREEMENT shall be construed, in all cases, according to its fair meaning. The Parties acknowledge that each party has reviewed the AGREEMENT and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this AGREEMENT.

18. Conflict with Professional Services Agreement between Contractor and County. In the event of a conflict between the provisions of this AGREEMENT and the PSA between County and Contractor, the provisions of the AGREEMENT shall govern.

19. Relationship of Parties. The Parties agree that this AGREEMENT establishes only a funding arrangement between the parties, and that the Parties are not joint venturers or partners.

20. Indemnification. PROJECT APPLICANT agrees to defend, indemnify and hold County harmless in any action brought by any third party in which the authority of the County to enter into this AGREEMENT or the validity of the AGREEMENT is challenged.

21. Counterparts. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same AGREEMENT.

22. Notices. Notice to the Parties in connection with this AGREEMENT shall be given personally or by regular mail addressed as follows:

TO COUNTY: Carl P. Holm, RMA Director  
County of Monterey Resource Management Agency  
Land Use and Community Development  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

TO PROJECT  
APPLICANT: Paraiso Springs Resort, LLC  
Attn: John Thompson  
P. O. Box 779  
Springhouse, Pennsylvania 19477

WITH A COPY TO:  
TO PROJECT  
APPLICANT'S  
REPRESENTATIVE: Anthony Lombardo, Esq.  
Anthony Lombardo & Associates, Inc.  
144 West Gabilan Street  
Salinas, California 93902

Notice shall be deemed effective at the time of personal delivery or seventy-two (72) hours after mailing.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the day and year written below.

COUNTY OF MONTEREY

By: \_\_\_\_\_

Contracts/Purchasing Officer or  
Contracts/Purchasing Supervisor

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

PROJECT APPLICANT\*

PARAISO SPRINGS RESORT, LLC

By: \_\_\_\_\_

(Signature of Member)

Approved as to Fiscal Provisions

By: \_\_\_\_\_

Auditor/Controller

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

Its: \_\_\_\_\_

(Print Name)

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

By: \_\_\_\_\_

(Signature of Member)

Its: \_\_\_\_\_

(Print Name)

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

Approved as to Form and Legality

Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By: \_\_\_\_\_

Brian P. Briggs  
Deputy County Counsel

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

\*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal 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 or Amendment to said Agreement.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT as of the day and year written below.

COUNTY OF MONTEREY

By:

Debra W. La  
Contracts/Purchasing Officer or  
Contracts/Purchasing Supervisor

Date:

18 Dec 2018

PROJECT APPLICANT\*

PARAISO SPRINGS RESORT, LLC

By:

[Signature]  
(Signature of Member)

Its:

Don M. Thompson, Member  
(Print Name)

Date:

11/15/18

By:

William M. Thompson  
(Signature of Member)

Its:

William M. Thompson, Member  
(Print Name)

Date:

11/15/18

Approved as to Fiscal Provisions

By:

[Signature]  
Auditor/Controller

Date:

11-26-18

Approved as to Form and Legality

Office of the County Counsel-Risk Management  
Charles J. McKee, County Counsel-Risk Manager

By:

[Signature]  
Brian P. Briggs  
Deputy County Counsel

Date:

11-26-18

\*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managing members. If PROJECT APPLICANT is a partnership, the full legal 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 or Amendment to said Agreement.

# **EXHIBIT 1**

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
EMC PLANNING GROUP, INC.  
AND THE COUNTY OF MONTEREY  
TO PROVIDE  
ADDITIONAL SERVICES FOR THE  
PARAISO HOT SPRINGS RESORT  
ENVIRONMENTAL IMPACT REPORT**

**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES  
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS  
(\$100,000 AND LESS)**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

EMC Planning Group, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:

**Provide** attendance at Public Hearings for the Paraiso Hot Springs Resort Environmental Impact Report (EIR)

2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 19,695.00.

3. **TERM OF AGREEMENT.** The term of this Agreement is from December 4, 2018 to May 31, 2019, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A    Scope of Services/Payment Provisions**

**5. PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this

Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## **6. PAYMENT CONDITIONS.**

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

## **7. TERMINATION.**

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

## **8. INDEMNIFICATION.**

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code Sections 2782 or 2782.8, the broadest indemnity protection for the COUNTY under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims; CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

8.03 Indemnification for All Other Claims or Loss; For any claim, loss, injury, damage, expense or liability other than claims arising out of the CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the COUNTY, or defect in a design furnished by the COUNTY.

## 9. INSURANCE.

### 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

### 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

### 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

☐ Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

☐ Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

☐ Modification (Justification attached; subject to approval).

#### 9.04. Other Insurance Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

## **10. RECORDS AND CONFIDENTIALITY.**

10.01. Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02. County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03. Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04. Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05. Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Dalia Mariscal-Martinez, Management Analyst	Teri Wissler Adam, Senior Principal
Name and Title	Name and Title
County of Monterey, Resource Management Agency 1441 Schilling Place, South 2nd Floor, Salinas, CA 93901	EMC Planning Group, Inc. 301 Lighthouse Avenue, Suite C, Monterey, CA 93940
Address	Address
(831) 755-8966	(831) 649-1799
Phone	Phone

## 15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the

effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

*This space left blank intentionally*

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

By: [Signature]  
Contracts/Purchasing Officer

Date: 12-19-18

By: \_\_\_\_\_  
Department Head (if applicable)

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

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

By: [Signature]  
County Counsel

Date: 11-20-18

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

By: [Signature]  
Auditor/Controller

Date: 11-26-18

Approved as to Liability Provisions<sup>3</sup>

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

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

**CONTRACTOR**

EMC Planning Group, Inc.  
Contractor's Business Name\*

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

Michael J. Groves, President

Name and Title

Date: November 16, 2018

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

Teri Wissler Adam, Secretary

Name and Title

Date: November 16, 2018

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

<sup>1</sup>Approval by County Counsel is required only if changes are made to the standard provisions of the PSA

<sup>2</sup>Approval by Auditor/Controller is required for all Professional Service Agreements

<sup>3</sup>Approval by Risk Management is required only if changes are made in paragraph 8 or 9

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between  
County of Monterey, hereinafter referred to as "County"  
and  
EMC Planning Group, 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 associated with the attendance at Public Hearings for the Paraiso Hot Springs Resort (Project) Environmental Impact Report (EIR), as set forth below:

CONTRACTOR shall attend the following Public Hearings: County Planning Commission meetings and County Board of Supervisors meeting related to the Project. CONTRACTOR shall be available to answer questions related to the portions of the EIR prepared under CONTRACTOR's previous scope including the following:

- Air Quality
- Specific biological resource issues (evaluation of wildlife movement corridor, review of the revised wetland delineation prepared by Paraiso Springs Resort, LLC (Project Applicant), and analysis of the Project impacts to habitat values associated with wildland fire clearance
- Noise (construction noise, traffic, and operational noise evaluation (prepared by Illingworth & Rodkin as a subconsultant to CONTRACTOR)
- Greenhouse gas emissions and energy
- Evaluation of an additional Project alternative

CONTRACTOR shall perform the following tasks:

#### **Task 1 Administration and Management**

- Prepare scope and cost estimates
- Execute and manage Agreement
- Initiate and coordinate with County staff
- Obtain all new supplemental Project information from County staff and distribute applicable documentation to CONTRACTOR's staff members

#### **Task 2 Planning Commission Meetings**

- Prepare for Planning Commission meetings to include review of the Public Review Draft EIR, Final EIR, and staff report(s). Preparation shall also include up to one (1) hour of discussion/coordination with County staff.
- Attend two (2) Planning Commission meetings and be prepared to answer questions related to portions of the EIR within CONTRACTOR's previous Project scope.

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

**Assumptions:** CONTRACTOR assumes that the CONTRACTOR's Project Manager and two (2) staff members shall attend the first Planning Commission meeting. The CONTRACTOR's Project Manager and Principal-in-Charge shall attend the second Planning Commission meeting. CONTRACTOR assumes that each meeting will require up to three (3) hours of preparation and County discussion/coordination, and up to six (6) hours of meeting time (including travel).

### **Task 3 Board of Supervisors Meeting**

- Prepare for the meeting to include review of the Public Review Draft EIR, Final EIR, and staff report(s). Preparation will also include up to one (1) hour of discussion/coordination with County staff.
- Attend one (1) Board of Supervisors meeting and be prepared to answer questions related to portions of the EIR within the CONTRACTOR's previous Project scope.

**Assumptions:** CONTRACTOR assumes that the CONTRACTOR's Project Manager and two (2) staff members shall attend one (1) Board of Supervisors meeting. CONTRACTOR assumes that the meeting will require up to three (3) hours of preparation and County discussion/coordination, and up to six (6) hours of meeting time (including travel).

### **Contingency**

A Contingency budget has been established to accommodate County requests for additional staffing and/or meeting(s). This Contingency budget cannot be utilized without prior written approval by the County as described in Section 3 of this Exhibit A.

# EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

Estimated Budget Paraiso EIR - PC and BOS Meetings							
EMC Planning Group Inc.							
Task	Senior Principal Teri	Principal Ron	Principal Planner Polaris	Senior Biologist Andrea	Admin./ Production	Total Hours	Total Cost
Staff							
Billing Rate (Per Hour)	\$210.00	\$205.00	\$190.00	\$150.00	\$95.00		
Task 1. Project Management	1.0	0.0	4.0	0.0	1.0	6.0	\$1,065.00
Task 2. Planning Commission Meetings (2)	9.0	9.0	18.0	9.0	0.0	45.0	\$8,505.00
Task 3. Board of Supervisors Meeting (1)	0.0	9.0	9.0	9.0	0.0	27.0	\$4,905.00
Subtotal (Hours)	10.0	18.0	31.0	18.0	1.0	Total Hours 78.0	Total Cost
Subtotal (Cost)	\$2,100.00	\$3,690.00	\$5,890.00	\$2,700.00	\$95.00		\$14,475.00
Additional Costs							
Production Costs							\$0.00
Travel Costs							\$200.00
Postal/Deliverables							\$0.00
Miscellaneous							\$0.00
Administrative Overhead 10%							\$20.00
Total							\$220.00
Total Costs							\$14,695.00
Contingency Fund							\$5,000.00
Total Costs with Contingency Fund							\$19,695.00

NOTES: Contingency fund will only be utilized upon prior written approval from the County.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### PAYMENT PROVISIONS

Invoices for work products / deliverables under this AGREEMENT shall be submitted when the work product is complete and shall identify the document or work product being delivered. Invoices for services performed in conjunction with a work product / deliverable may be billed monthly (by the tenth day of the month) and will be considered on a time and materials basis. All invoices shall include the following:

#### 1. Invoice Coversheet

**EMC Planning Group, Inc.**  
**Paraiso Hot Springs Resort EIR**

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

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

Agreement Term: December 4, 2018 to May 31, 2019

Agreement Amount: \$ 19,695.00 (\$14,695.00 Base budget plus \$5,000.00 Project Contingency)

***This Invoice:***

\$1,065.00 Task 1: Project Management

\$8,505.00 Task 2: Planning Commission Meetings (2)

\$4,905.00 Task 3: Board of Supervisors Meeting (1)

**Additional Costs**

\$200.00 Travel

\$20.00 Administrative Overhead (10%)

**GRAND TOTAL:**

**\$14,695.00**

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

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

Mike Novo, AICP, Management Specialist

\_\_\_\_\_ Date

#### 2. Invoice Detail

Each invoice for work products / deliverables shall indicate one hundred percent (100%) completion of the task and include the invoice amount in association with the actual work products / deliverables performed and shall be within the "Not to Exceed" budget amount allocated for said work products / deliverables.

Each invoice for services performed shall indicate the hours worked by task and by staff member, with the corresponding billing rates. Payment of these services will be based on the documentation provided by the CONTRACTOR and shall be within the "Not to Exceed" budget amount allocated for the service or services performed.

The Management Specialist may request documentation on the number of hours worked by task and by staff member, with the corresponding billing rates. The information will be used to complete the file and to ensure proper payment for work products / deliverables / services.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the "County Travel Policy". A copy of the policy is available online at: [https://www.co.monterey.ca.us/auditor/pdfs/County\\_Travel\\_Business\\_Expense\\_Policy\\_12-5-12.pdf](https://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf)

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

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

Transfer of funding from the Project Contingency Account (total contingency of \$5,000.00) requires the prior written approval of the RMA Director or designee and the Project Applicant.

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

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

Within five (5) working days of receipt of the recommendation, the Management Specialist and Contract Administrator will contact CONTRACTOR to discuss the recommendation and will make a recommendation to the RMA Director or designee. Within ten (10) working days thereafter, the RMA Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicant, and CONTRACTOR.

Unless the recommended transfer is denied by the RMA Director or designee, the RMA Director 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 RMA Director 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.

## EXHIBIT A - SCOPE OF SERVICES/PAYMENT PROVISIONS

### 4. CONTRACTOR'S BILLING PROCEDURES

Payment shall be based upon satisfactory acceptance of each work product/deliverable.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us):

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us).

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.

# **EXHIBIT 2**

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

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

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (8)	PWD	WRA	EH	CC	GPU (6)	Total FY10	Notes
Administrative Permit - General	2,151.94	21.52	129.12	434.69	975.90	551.96	182.91	128.92	4,576.96	
Administrative Permit - Senior Citizen Unit	1,129.77	11.30	67.79	434.69	975.90	464.82	182.91	95.64	3,362.82	
Administrative Permit - Signs	1,129.77	11.30	67.79	217.35	0.00	0.00	182.91	45.90	1,655.02	
Airport Land Use Commission Application Review	645.58	6.46	38.73	0.00	0.00	0.00	0.00	19.37	710.14	
Appeal of Fee Determination	645.58	6.46	0.00	0.00	0.00	0.00	146.33	0.00	798.37	
Appeals	3,916.54	39.17	0.00	434.69	365.83	244.25	146.33	0.00	5,146.81	
Appeals of Administrative Determinations	2,507.01	25.07	0.00	0.00	0.00	0.00	146.33	0.00	2,678.41	
Application Request/Appointment	484.19			0.00	0.00	0.00	0.00		484.19	
Big Sur Viewshed Acquisition	1,613.96	16.14	96.84	108.68	244.25	828.49	0.00	83.86	2,992.22	
BP for Additions to existing commercial/industrial	806.98		48.42	217.35	487.42	551.96	0.00	61.91	2,174.04	
BP for Additions to existing residential structures	645.58		38.73	217.35	487.42	278.53	0.00	48.81	1,714.42	
BP for Ground Mounted Solar and Significant Demolition	161.40		9.69	0.00	0.00	0.00	0.00	4.84	175.92	
BP for Minor Review (Dwelling Addition under 500 sf.)	161.40		9.69	0.00	0.00	0.00	0.00	4.84	175.92	
BP for New commercial & industrial development	988.37		58.10	217.35	487.42	551.96	0.00	66.75	2,349.95	
BP for New SFD	806.98		48.42	217.35	731.66	278.53	0.00	60.98	2,141.92	
Certificate of Compliance a) 1-2 Lots	1,613.96	16.14	96.84	0.00	0.00	319.57	1,097.49	90.93	3,234.93	
Certificate of Compliance b) each additional lot above two (2)	484.19	4.84	29.05	0.00	0.00	116.20	365.83	28.99	1,029.10	
Certificate of Correction	645.58	6.46	38.73	163.54	0.00	0.00	0.00	24.27	878.58	
Coastal Administrative Permit	2,151.94	21.52	129.12	434.69	975.90	1,103.96	182.91	145.48	5,145.51	
Coastal Administrative Permit - Senior Unit	1,129.77	11.30	67.79	434.69	975.90	1,103.96	182.91	114.82	4,021.13	
Coastal Administrative Permit - Signs	1,129.77	11.30	67.79	108.68	0.00	0.00	182.91	42.84	1,543.09	
Coastal Development Permit - General	4,841.87	48.42	290.51	650.97	975.90	1,103.96	914.58	254.62	9,080.82	
Coastal Development Permit - Signs	2,259.54	22.60	135.57	217.35	0.00	0.00	182.91	79.79	2,897.76	
Coastal Development Permit - Tree Removal	2,259.54	22.60	135.57	0.00	244.25	0.00	182.91	80.60	2,925.47	
Coastal Implementation Plan Amend - Extraordinary Project	16,139.56	161.40	988.37	5,379.85	7,318.76	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
Code Enforcement activities(per hour)	126.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	126.97	
Conditional Certificate of Compliance	3,227.91	32.28	193.67	650.97	0.00	551.96	548.75	149.39	5,354.93	P&B & CC: fee per lot
Conformance Determination (Specific Plan) - Director	1,129.77	11.30	67.79	0.00	0.00	0.00	548.75	50.36	1,807.97	
Conformance Determination (Specific Plan) - Hearing	3,222.53	32.23	193.35	0.00	0.00	0.00	548.75	113.14	4,110.00	
Corner Record	0.00	0.00	0.00	11.84	0.00	0.00	0.00	0.36	12.20	
Design Approval Requiring Public Hearing	806.98	8.07	48.42	0.00	0.00	0.00	182.91	29.70	1,076.08	
Design Approval, Director's Approval	484.19	4.84	29.05	0.00	0.00	0.00	0.00	14.53	532.61	

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

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (6)	PWD	WRA	EH	CC	GPU (6)	Total FY10	Notes
Design Approval, Reroof	161.40	1.61	9.68	0.00	0.00	0.00	0.00	4.84	177.53	
Development Agreement (7) Hourly Rate - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	7,318.75	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
EIR Review/Contract Admin (1) (7) Hourly Rate - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	7,318.75	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
Emergency Permits	2,420.03	24.21	145.26	0.00	0.00	0.00	91.48	75.37	2,757.23	
Extraordinary Development Applications (7)	16,139.56	161.40	968.37	5,379.85	7,318.75	7,204.70	1,829.15	1,136.16	40,137.94	DEPOSIT
Field Review Before an Application	322.79	3.23	19.37	0.00	0.00	0.00	0.00	9.68	355.07	
Franchise Agreement	0.00	0.00	0.00	2,171.30	0.00	0.00	0.00	65.14	2,236.44	
Franchise Agreement Extension / Amendment	0.00	0.00	0.00	1,085.65	0.00	0.00	0.00	32.57	1,118.22	
General / Area / Specific Plan Amendment - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	7,318.75	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
General Development Plan	3,227.91	32.28	193.67	650.97	1,220.15	828.49	182.91	183.31	6,519.69	
Grading Permits (not in conjunction with BP)	968.37	0.00	58.10	0.00	731.66	0.00	0.00	51.00	1,808.13	
House Number	0.00	0.00	0.00	64.87	0.00	0.00	0.00	1.65	56.52	
Hydrogeologic Report Review	0.00	0.00	0.00	0.00	731.66	0.00	0.00	21.95	753.61	
Hydrogeologic Report Review w/Diminimus Finding	0.00	0.00	0.00	0.00	244.25	0.00	0.00	7.33	251.58	
Improvement Plan Processing	0.00	0.00	0.00	434.69	0.00	0.00	0.00	13.04	447.73	
Improvement Plans(per Square foot of Pavement)	0.00	0.00	0.00	0.05	0.00	0.00	0.00	0.00	0.05	
Initial Study CEQA - Minor Subdivision / Commercial / Industrial	5,987.75	59.88	359.27	434.69	487.42	276.53	1,097.49	248.52	8,951.58	
Initial Study CEQA - Other	4,250.09	42.50	255.01	434.69	487.42	276.53	731.66	185.41	6,863.31	
Initial Study CEQA - SFD, tiered from earlier EIR	1,129.77	11.30	67.79	434.69	487.40	180.33	731.66	88.32	3,111.26	
Initial Study CEQA - SFD, Single Family Dwelling (SFD)	4,250.09	42.50	255.01	434.69	487.42	276.53	365.83	174.44	6,286.51	
Initial Study CEQA - Standard Subdivision	16,139.56	161.40	968.37	1,085.65	487.42	276.53	1,483.32	583.57	21,165.82	DEPOSIT
Landscape/Fuel Mgt. re-inspection (per hour)	161.40	1.61	0.00	0.00	0.00	0.00	0.00	0.00	163.01	
Landscape/Fuel Mgt. Review, Commercial	484.19	4.84	0.00	0.00	0.00	0.00	0.00	0.00	489.03	
Landscape/Fuel Mgt. Review, Residential	242.10	2.42	0.00	0.00	0.00	0.00	0.00	0.00	244.52	
Letters of Public Convenience and Necessity	806.96	8.07	48.42	0.00	0.00	0.00	0.00	24.21	887.68	
License to Cross Non-Access Strip	0.00	0.00	0.00	1,085.65	0.00	0.00	0.00	32.57	1,118.22	
LLA Amendment, Revision or Extension	1,613.96	16.14	96.84	108.68	610.08	413.17	182.91	87.86	3,129.64	
Lot Line Adjustment - General	2,805.12	29.05	174.31	650.97	731.66	828.49	548.75	189.95	6,038.30	
Lot Line Adjustment - Williamson Act	2,582.33	25.82	154.94	650.97	731.66	828.49	1,829.15	198.68	7,002.04	
Mills Act Application	1,291.16	12.91	77.47	0.00	0.00	0.00	182.91	44.22	1,926.87	Total Includes fee of \$358.66 for Parks Dept
Mills Act Selected Contract Processing Fee	645.58	6.46	0.00	0.00	0.00	0.00	731.66	41.32	1,425.02	
Minor and Trivial Amendment (no public hearing)	1,936.75	19.37	116.21	0.00	0.00	0.00	91.46	60.85	2,224.64	

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

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (8)	PWD	WRA	EH	CC	GPU (6)	Total FY10	Notes
Minor Subdivision Tentative Map (exist. sewers)	6,455.82	64.56	387.35	2,387.58	2,927.72	2,071.24	1,646.24	484.66	16,405.17	
Minor Subdivision Tentative Map (new septic or system)	6,455.82	64.56	387.35	2,387.58	2,927.72	2,799.87	1,646.24	486.32	17,114.46	
Mitigation Monitoring -1 to 10 measures	3,227.91	32.28	0.00	542.29	731.68	720.90	365.83	0.00	5,620.87	
Mitigation Monitoring -11 to 30 measures	6,455.82	64.56	0.00	1,085.65	1,463.32	1,440.72	731.66	0.00	11,241.73	
Mitigation Monitoring -31 to 100 measures	9,883.73	96.84	0.00	2,171.30	2,194.99	2,161.63	1,463.32	0.00	17,771.81	
Mitigation Monitoring -over 100 measures	9,883.73	96.84	0.00	2,171.30	2,927.72	2,881.45	1,463.32	0.00	19,224.36	DEPOSIT/WRA: after 24 hrs, \$121.58/hr
Monterey Peninsula Water Mgmt Dist. Allocation Tracking	0.00	0.00	0.00	0.00	182.91	0.00	0.00	5.49	188.40	
MS Ext (exist sewers)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	182.53	5,805.99	
MS Amend, Revisions (exist sewers)	3,227.91	32.28	193.67	1,085.65	610.08	828.49	731.66	184.51	6,904.25	
MS Amend, Revisions (new septic or systems)	3,227.91	32.28	193.67	1,085.65	610.08	1,103.85	731.66	202.78	7,187.98	
MS Amended Parcel Map (EXIST SEWER)	3,227.91	32.28	193.67	1,085.65	610.08	828.49	731.66	194.51	6,904.25	
MS Amended Parcel Map (NEW SEPTIC OR SYSTEM)	3,227.91	32.28	193.67	1,085.65	610.08	1,103.85	731.66	202.78	7,187.98	
MS Ext (new septic or system)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	182.53	5,805.99	
MS Vesting Tentative Map (exist sewers)	9,883.73	96.84	581.02	2,387.58	2,927.72	2,071.24	1,646.24	581.50	19,955.87	
MS Vesting Tentative Map (new septic or system)	9,883.73	96.84	581.02	2,387.58	2,927.72	2,759.87	1,646.24	582.15	20,665.15	
MS Vesting Tentative Map Ext (exist sewers)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	182.53	5,805.99	
MS Vesting Tentative Map Ext (new septic or system)	3,227.91	32.28	193.67	434.69	610.08	413.17	731.66	182.53	5,805.99	
Oak Woodland Guidelines Consistency Certification	322.79	3.23	19.37	0.00	0.00	0.00	182.91		528.30	
Parcel Legality Determination - each additional lot > 2	484.19	4.84	29.05	0.00	0.00	0.00	365.83	25.50	909.41	CC: per each addtl lot
Parcel Legality Determination 1-2 Lots	806.98	8.07	48.42	0.00	0.00	0.00	1,087.49	57.13	2,018.09	CC: 1-2 lots
Parcel Map Processing	0.00	0.00	0.00	1,410.59	0.00	0.00	0.00	42.32	1,452.91	
Parcel Map Processing(per Lot)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-	
Permit Amendment, Renewals, Revisions or Extensions	3,227.91	32.28	193.67	1,085.65	610.08	413.17	365.83	141.77	5,083.39	
Plan check fee for building permit	0.00	0.00	0.00	0.00	365.83	0.00	0.00	10.97	376.80	
Pre/Post Application Conference - change to (per hour)	161.40	0.00	0.00	1,085.65	121.58	143.10	0.00	0.00	534.76	PER HOUR
Preliminary Map	0.00	0.00	0.00	1,085.65	0.00	0.00	0.00	32.57	1,118.22	
Public Service Easement Abandonment	0.00	0.00	0.00	2,171.30	0.00	0.00	0.00	65.14	2,236.44	
Record of Survey	0.00	0.00	0.00	434.69	0.00	0.00	0.00	13.04	447.73	
Research	322.79	3.23	19.37	108.68	0.00	0.00	0.00	12.94	487.01	
Rezoning or Code Text Amendments - Extraordinary Project	16,139.56	0.00	968.37	5,379.85	7,318.75	7,204.70	1,829.15	1,136.16	39,976.54	Extraordinary Proj/ Hourly Rate
Road Abandonment	806.98	8.07	48.42	2,713.59	0.00	0.00	365.83	116.59	4,059.48	
Road Name	0.00	0.00	0.00	1,085.65	0.00	0.00	0.00	32.57	1,118.22	

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

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (8)	PWD	WRA	EH	CC	GPU (6)	Total FY10	Notes
Scenic Easement Amendment	1,813.98	16.14	96.84	0.00	0.00	0.00	365.83	59.39	2,152.16	
Sewage treatment & reclamation facility -Application	0.00	0.00	0.00	0.00	0.00	1,103.95	0.00	33.12	1,137.07	
Sewage treatment & reclamation facility -Permit fee /yr.	0.00	0.00	0.00	0.00	0.00	828.49	0.00	24.85	853.34	
Soils Testing (per hour)	0.00	0.00	0.00	0.00	0.00	143.10	0.00	4.29	147.39	
Specific Plan (2) (7) Hourly Rate - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	7,318.75	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
Specific Plan Amendment (2) (7) Hourly Rate - Extraordinary Project	16,139.56	161.40	968.37	5,379.85	7,318.75	7,204.70	1,829.15	1,136.16	40,137.94	Extraordinary Proj/ Hourly Rate
Specific Plan Conformance Determination	0.00	0.00	0.00	0.00	0.00	0.00	548.75	16.46	565.21	
Standard Sub Preliminary Map (exist sewers)(4)	6,445.08	64.45	386.70	1,085.65	2,927.72	2,759.87	0.00	396.55	14,066.00	WRA: After 24 hrs, \$121.58/hr
Standard Sub Preliminary Map (new septic or system)	6,445.08	64.45	386.70	1,085.65	2,927.72	3,450.63	0.00	417.27	14,777.48	WRA: After 24 hrs, \$121.58/hr
Standard Sub Project Review Map (CVMP)	2,238.01	22.38	134.28	2,171.30	0.00	0.00	0.00	132.28	4,698.25	
Standard Sub Tentative Map (exist sewers)	12,911.65	129.12	774.70	3,357.03	3,659.38	2,759.87	3,658.29	780.39	28,040.43	PW: -\$335.70/lot/ WRA: After 30 hrs, \$121.58/hr
Standard Sub Tentative Map (new septic or system)	12,911.65	129.12	774.70	3,357.03	3,659.38	3,450.63	3,658.29	811.11	28,751.91	PW: -\$335.70/lot/ WRA: After 30 hrs, \$121.58/hr
Standard Sub Vesting Tentative Map (exist sewers)	12,911.65	129.12	774.70	3,357.03	4,878.45	2,759.87	3,658.29	826.96	29,296.07	PW: -\$335.70/lot/ WRA: After 40 hrs, \$121.58/hr
Standard Sub, Amended Final Map (ON SEPTIC)	3,873.49	38.73	232.41	2,171.30	610.08	1,517.11	1,463.32	289.08	10,195.50	
Standard Sub, Amended Final Map (ON SEWER OR EXIST SYSTEM)	3,873.49	38.73	232.41	2,171.30	610.08	1,242.74	1,463.32	280.83	9,912.90	
Std Sub Amendment or Revision (exist sewers)	3,873.49	38.73	232.41	1,303.00	610.08	1,242.74	1,463.32	254.78	9,018.55	WRA: After 5 hrs, \$121.58/hr
Std Sub Amendment or Revision (new septic or system)	3,873.49	38.73	232.41	1,303.00	610.08	1,517.11	1,463.32	263.01	9,301.15	WRA: After 5 hrs, \$121.58/hr
Std Sub Extension (exist sewers)	3,873.49	38.73	232.41	866.30	610.08	413.17	914.68	200.39	7,151.15	WRA: After 5 hrs, \$121.58/hr
Std Sub Extension (new septic or system)	3,873.49	38.73	232.41	866.30	610.08	413.17	914.68	200.39	7,151.15	WRA: After 5 hrs, \$121.58/hr
Std Sub Final Map Processing (4)	0.00	0.00	0.00	1,678.51	0.00	529.38	1,828.15	121.11	4,158.15	PW: -\$167.85/lot
Std Sub Vesting Tentative Map (new septic or system)	12,911.65	129.12	774.70	3,357.03	4,878.45	3,450.63	3,658.29	847.68	30,007.55	PW: -\$335.70/lot/ WRA: After 40 hrs, \$121.58/hr
Surface Mine Annual Inspection	3,227.91	32.28	193.87	0.00	0.00	0.00	0.00	98.84	3,550.70	
Surface Mine Reclamation Plan	12,911.65	129.12	774.70	0.00	0.00	0.00	0.00	409.30	14,966.43	
Tree Removal, Director's Approval (Inland)	258.23	2.58	15.49	0.00	0.00	0.00	0.00	7.75	284.05	
Tree Waiver, Coastal	258.23	2.58	15.49	0.00	0.00	0.00	0.00	7.75	284.05	
Use Permit - General	4,034.89	40.35	242.09	650.97	975.90	1,103.95	548.75	219.43	7,816.33	
Use Permit - Signs	2,289.54	22.80	135.57	217.35	0.00	0.00	182.91	79.79	2,897.76	
Use Permit - Tree Removal	2,289.54	22.80	135.57	0.00	0.00	0.00	182.91	73.27	2,673.89	
Variance	3,227.91	32.28	193.87	434.68	854.32	551.96	182.91	157.55	5,635.29	
Vested Rights Determination	6,455.82	64.56	387.35	0.00	0.00	0.00	1,828.15	248.55	8,985.43	
Well Construction/Destruction Database Maintenance	0.00	0.00	0.00	0.00	365.93	0.00	0.00	10.97	376.90	
Well Construction-over 5 acre ft production in zone 2A	0.00	0.00	0.00	0.00	610.08	0.00	0.00	18.30	628.38	

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

Permit Type	PLAN	Doc. Mgt (3)	Technology Fee (8)	PWD	WRA	EH	CC	GPU (6)	Total FY10	Notes
Well Reconstruction/Destruction for zone 2A	0.00	0.00	0.00	0.00	365.83	0.00	0.00	10.97	376.80	
Williamson Act. or Farmland Security Zone Contract	1,452.56	14.53	87.15	0.00	0.00	0.00	1,463.32	87.48	3,105.04	
Williamson Act Amendments	1,452.56	14.53	87.15	0.00	0.00	0.00	914.58	71.01	2,539.83	

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

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

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

- Effective 7/1/2009: .8% increase
- Effective 7/1/2010: 1.7% increase
- Effective 7/26/2010: BOS Resolution No. 10-130 (New fees for Mills Act, Oak Woodland Certification, and Ground Mounted Solar review)
- Effective 7/1/2011: 2.8% increase
- Effective 7/1/2012: 2.4% increase