

Attachment D

Professional Services Agreement A-16117
with Ascent Environmental, Inc.

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Monterey County Board of Supervisors

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

www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-16117

- a. Approve a Professional Services Agreement with Ascent Environmental, Inc., to provide assistance with the preparation of an Environmental Impact Report related to the Draft Vacation Rental Ordinances Project in an amount not to exceed \$398,650 for the term of December 1, 2022 through June 30, 2024; and
- b. Authorize the Contracts/Purchasing Officer or Contacts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Professional Services Agreement where the amendments do not significantly alter the scope of work or change the approved amount by more than ten percent (10%), subject to review and approval by County Counsel.

PASSED AND ADOPTED on this 6th day of December 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, 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 82 for the meeting December 6, 2022.

Dated: December 8, 2022
File ID: A 22-582
Agenda Item No.: 58

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and Ascent Environmental, Inc. ("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 assistance with the preparation of an Environmental Impact Report related to the Draft Vacation Rental Ordinances Project.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$398,650.
3. **TERM OF AGREEMENT.** The term of this Agreement is from December 6, 2022 to June 30, 2024, 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 the 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 thirty (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 thirty (30) days of receiving the certified invoice.

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 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 County, or defect in a design furnished by County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court,

arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

- 8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR’s performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the 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 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 Division, unless otherwise directed. The CONTRACTOR shall not receive a “Notice to Proceed” with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

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

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

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, 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).

Requestor must check the appropriate Automobile Insurance Threshold:

Requestor must check the appropriate box.

- Agreement Under \$100,000 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.
- Agreement Over \$100,000 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 or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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 (3) 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 (3) 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 (30) days in advance of each endorsed reduction in coverage or limit, cancelation, 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 (5) 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 (5) 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 the 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 (3) 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- (3-) 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 (3) 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, or any other characteristic set forth in California Government code § 12940(a), 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. **COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14. 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.

15. 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:
<hr/> Kathy Nielsen, Management Analyst II Name and Title <hr/> Housing & Community Development 1441 Schilling Place, South 2 nd Floor Salinas, CA 93901-4527 Address <hr/> (831) 755-4832 194-HCD-Contracts@co.monterey.ca.us Phone <hr/>	<hr/> Kathie Washington, Project Manager Name and Title <hr/> Ascent Environmental, Inc. 455 Capitol Mall, Suite 300 Sacramento, CA 95814 Address <hr/> (916) 444-7301916) 444-7301 Kathie.Washington@ascentenvironmental.com Phone <hr/>

16. MISCELLANEOUS PROVISIONS.

16.01 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.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 16.03 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.
- 16.04 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.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 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.
- 16.07 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.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 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.
- 16.12 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.
- 16.13 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.
- 16.14 Integration. This Agreement, including the exhibits, represents 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.

16.15 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.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5; and, California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.

17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

*****THIS SECTION INTENTIONALLY LEFT BLANK*****

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

COUNTY OF MONTEREY

CONTRACTOR

By: DocuSigned by:
W.T. Skinner
30F2300C70875A Contracts/Purchasing Officer

Date: 12/14/2022

By: _____
Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel¹

By: DocuSigned by:
Sean Collins
2EDC94A01B26445 Sean M. Collins
Deputy County Counsel

Date: 11/18/2022

Approved as to Fiscal Provisions²

By: DocuSigned by:
Jennifer Forsyth
4E7E657875454A Auditor-Controller

Date: 11/18/2022

Approved as to Liability Provisions
Office of the County Counsel³

By: _____
Risk Management

Date: _____

County Board of Supervisors' Agreement Number: A-16117

*INSTRUCTIONS: If CONTRACTOR 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 CONTRACTOR 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) managers. If the CONTRACTOR 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 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.

¹ Approval by County Counsel is required for all Professional Service Agreements over \$100,000.

² Approval by Auditor-Controller is required for all Professional Service Agreements.

³ Approval by Risk Manager is required only if changes are made in paragraphs 8 or 9.

Ascent Environmental, Inc.

Contractor's Business Name*

By: DocuSigned by:
Gary Jacobs
(Signature of Chairman, President, or Vice President) *

Gary Jacobs, CEO

Name and Title

Date: 11/18/2022

DocuSigned by:

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

Honey Walters, Secretary

Name and Title

Date: 11/18/2022

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Ascent Environmental, 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 as set forth below:

TASK 1: ADMINISTRATIVE DRAFT EIR

A.1.1 Introduction/Project Description

CONTRACTOR shall prepare the introduction and further refine the project description chapter of the EIR. The Environmental Impact Report (EIR) shall include:

- A.1.1.1 Discussion of the environmental setting/baseline for the plan implementation.
- A.1.1.2 Summary of applicable environmental regulations, including federal, state, regional and local.
- A.1.1.3 Analysis of the potential impacts of plan implementation.

Mitigation will be recommended to reduce or eliminate project impacts where feasible.

A.1.2 Agricultural Resources (Williamson Act Contracts)

- A.1.2.1 CONTRACTOR shall include the updated compatibility list in the EIR.
- A.1.2.2 CONTRACTOR shall include a brief analysis in the Effects Found Not to be Significant chapter of the EIR.

A.1.3 Air Quality

- A.1.3.1 CONTRACTOR shall complete the air quality section of the California Environmental Quality Act (CEQA) document.
- A.1.3.2 CONTRACTOR shall include in this section a discussion of air quality fundamentals; identification of applicable federal, state, and local regulations, and a description of existing air quality conditions.
- A.1.3.3 CONTRACTOR shall focus the air quality analysis on the potential changes in travel patterns and utility consumption compared to traditional residences.
- A.1.3.4 CONTRACTOR shall analyze travel patterns and utility consumption qualitatively if a quantitative analysis of travel patterns and utility consumption is not feasible.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

A.1.4 Energy

- A.1.4.1 CONTRACTOR shall complete the energy section of the CEQA document to include a discussion of energy fundamentals; identification of applicable federal, state, and local regulations; a description of existing transportation and utility energy conditions.
- A.1.4.2 CONTRACTOR shall focus the energy analysis on the potential changes in travel patterns and utility consumption compared with traditional residences, including but not limited to, differing occupancy rates, trip lengths, and general travel patterns.
- A.1.4.3 CONTRACTOR shall analyze transportation energy and utility consumption qualitatively if CONTRACTOR determines that a meaningful quantitative analysis of travel patterns and utility consumption is not feasible.

A.1.5 Greenhouse Gas Emissions (GHG)

- A.1.5.1 CONTRACTOR shall complete the GHG emissions section of the CEQA document to include a discussion of GHG fundamentals; identification of applicable federal, state, and local regulations; a description of existing GHG conditions.
- A.1.5.2 CONTRACTOR shall focus the energy analysis on the potential changes in travel patterns and utility consumption compared with traditional residences due to a variety of factors, including but not limited to, differing occupancy rates, trip lengths, and general travel patterns.
- A.1.5.3 CONTRACTOR shall analyze GHG emissions qualitatively if CONTRACTOR determines that a meaningful quantitative analysis of travel patterns and utility consumption is not feasible.

A.1.6 Hydrology and Water Quality (Groundwater Use)

- A.1.6.1 CONTRACTOR shall address current efforts within the region regarding groundwater management pursuant to the Sustainable Groundwater Management Act (SGMA) based upon the initial study in Phase 1.
- A.1.6.2 CONTRACTOR shall review any available data that may identify the projected amount of water usage for vacation rentals utilizing research and coordination with the County.
- A.1.6.3 CONTRACTOR shall utilize the data to evaluate the potential impacts of implementation of the proposed project with respect to groundwater use and areas within the County that are dependent upon groundwater use.
- A.1.6.4 CONTRACTOR shall analyze groundwater use qualitatively based upon existing data.
- A.1.6.5 CONTRACTOR shall address water supply impacts as part of the Utilities and Service Systems analysis.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

A.1.7 Land Use/Planning

- A.1.7.1 CONTRACTOR shall coordinate with the County and utilize the County's existing completed analysis to conduct an updated review of all relevant land use planning documents to prepare a consistency review with the intent that the review will identify any environmental impacts that would result due to a conflict of the proposed regulations with any existing land use plan, policy, and regulations adopted for the purpose of reducing or avoiding environmental impacts.
- A.1.7.2 CONTRACTOR would work with County staff to determine which plans and policies will be reviewed for this analysis.

A.1.8 Noise

- A.1.8.1 CONTRACTOR shall complete the noise and vibration section of the CEQA document to include a discussion of noise fundamentals and descriptors; identification of applicable federal, state, and local regulations, and a description of existing noise and vibration conditions.
- A.1.8.2 CONTRACTOR shall coordinate with the County to determine expected types of on-site noise-generating activity associated with implementation of the proposed project.
- A.1.8.3 CONTRACTOR shall estimate the distance at which noise thresholds would be exceeded within the outdoor activity areas of noise-sensitive receptors using standard attenuation rates.
- A.1.8.4 CONTRACTOR shall prepare mitigation measures that clearly identify timing, responsibility, and performance standards where potentially significant impacts are identified.

A.1.9 Population and Housing

- A.1.9.1 CONTRACTOR shall review best available data to determine the estimated number of existing people or housing that may be displaced as a result of the allowed increase of commercial vacation rentals within the County.
- A.1.9.2 CONTRACTOR shall prepare a qualitative analysis for this section if no available data is found.

A.1.10 Transportation

- A.1.10.1 CONTRACTOR shall prepare the transportation section of the CEQA document pursuant to Senate SB 743, Public Resources Code section 21099 and California Code of Regulations section 15064.3(a). The transportation analysis within the EIR will evaluate impacts using Vehicle Miles Traveled (VMT) and will not include Level of Service (LOS) or delay-based impact analysis.
- A.1.10.2 CONTRACTOR shall evaluate the proposed project for consistency with VMT guidance and thresholds adopted by the County. In the absence of such adopted guidance and thresholds,

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CONTRACTOR will work collaboratively with the County to determine the appropriate significance threshold for the purposes of the VMT analysis.

- A.1.10.3 CONTRACTOR shall research and develop trip generation rates and trip lengths associated with vacation rentals based on existing data sources, previously completed transportation analysis of similar land uses, and published studies.
- A.1.10.4 CONTRACTOR shall coordinate with the County and Association of Monterey Bay Area Governments (AMBAG) to determine relevant information and data that could be utilized in developing VMT estimates.
- A.1.10.5 CONTRACTOR shall estimate the effect of the project on VMT and review those estimates with County staff to ensure concurrence.
- A.1.10.6 Should CONTRACTOR determine that existing models or methods are not available to estimate the VMT for the project, the lead agency may analyze the project's VMT qualitatively.
- A.1.10.7 CONTRACTOR shall conduct a qualitative analysis evaluating the impacts to bicycle, pedestrian, and transit facilities, roadway hazards and obstructions, and emergency access resulting from implementation of the proposed project.

A.1.11 Tribal Cultural Resources

CONTRACTOR shall disclose in this section the AB 52 process and identify any potential impacts determined as a result of consultation (if any) with a tribe.

A.1.12 Utilities and Service Systems (Water Use)

- A.1.12.1 CONTRACTOR shall address current efforts within the region regarding groundwater management pursuant to the Sustainable Groundwater Management Act (SGMA).
- A.1.12.2 CONTRACTOR shall review any available data that may identify the projected amount of water usage for vacation rentals, based upon research and coordination with the County.
- A.1.12.3 CONTRACTOR shall evaluate the potential impacts of implementation of the proposed project with respect to groundwater use and areas within the County that are dependent upon groundwater use as well as water supply impacts.

A.1.13 Cumulative Impacts

- A.1.13.1 CONTRACTOR shall evaluate the impacts of cumulative development on the resource issues evaluated in the EIR while working closely with County staff, and coordinate with other agencies as appropriate, to identify reasonably foreseeable related development based on existing land use plans and/or a list of cumulative projects (proposed, approved, and under construction).

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A.1.13.2 CONTRACTOR shall include a description of cumulative effects and determine whether the project contribution is cumulatively considerable.

A.1.14 Alternatives

CONTRACTOR shall work with County staff during preparation of the Administrative Draft EIR, as well as Task 1, to describe a range of reasonable alternatives to the project as required by CEQA.

A.1.15 Growth Inducement

CONTRACTOR shall conduct an analysis using best available data to determine if the project would result in any potential growth inducement impacts pursuant to CEQA Guidelines Section 15126[d].

A.1.16 Significant and Unavoidable Impacts

CONTRACTOR shall summarize any significant and unavoidable environmental effects of the plan and alternatives as evaluated in the EIR.

A.1.17 CEQA Required Sections of EIR

A.1.17.1 CONTRACTOR shall provide the County with a complete EIR containing all CEQA-required sections (A.1.1 through A.1.17) to include:

- Table of Contents
- Executive Summary
- Introduction
- Effects not found to be significant
- Discussion of irreversible commitment of resources
- References
- Individual and agencies consulted

A.1.17.2 CONTRACTOR shall include with the EIR visual aids such as maps and diagrams for a clear presentation to stakeholders, responsible agencies, and the public.

Deliverable:

Administrative Draft EIR	Electronic Submittal (MS Word and PDF versions of each chapter of the Administrative Draft EIR)
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TASK 2 – SCREENCHECK DRAFT EIR

A.2.1 CONTRACTOR shall revise the Administrative Draft EIR based upon one consolidated set of reconciled comments received from the County.

A.2.2 CONTRACTOR shall prepare a Screencheck Draft EIR as well as a draft Notice of Availability (NOA) and Notice of Completion (NOC) for County review.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS***Deliverable:***

Notice of Completion	MS Word and PDF Versions
Notice of Availability	MS Word and PDF Versions
Screencheck Draft EIR	Electronic Submittal (MS Word and PDF versions)

TASK 3 – PUBLIC REVIEW DRAFT EIR

- A.3.1** CONTRACTOR shall revise the Screencheck Draft EIR upon receipt of a consolidated set of reconciled comments.
- A.3.2** CONTRACTOR shall prepare a Draft EIR suitable for public review.
- A.3.3** County shall be responsible for posting the EIR on the County’s website, distributing the EIR, as appropriate, as well as posting the EIR at the County Clerk’s office.
- A.3.4** County shall upload an electronic version of the EIR and NOA to the Office of Planning and Research (OPR), State Clearinghouse office.
- A.3.5** CONTRACTOR shall, at the time of publication, provide the County with a complete electronic record of all references used in the environmental analysis.
- A.3.6** CONTRACTOR shall finalize the NOA and NOC of the Draft EIR for posting in a local publication and with OPR.

Deliverable:

Draft EIR	Electronic Submittal (MS Word and PDF)
Notice of Availability Notice of Completion	Electronic submittal (MS Word and PDF)
Record of References	Electronic (via flash drive/USB)

TASK 4 – ADMINISTRATIVE FINAL EIR

- A.4.1** CONTRACTOR shall review all comments received during the Draft EIR comment period as well as any late comments that require response.
- A.4.2** CONTRACTOR shall include the Draft EIR and a Responses to Comments volume in the Final EIR. Reproduction of a revised Draft EIR is not required.
- A.4.3** CONTRACTOR shall include in the Responses to Comments Volume four (4) major sections consisting of:
- Introduction (includes a matrix of comment letters received and a summary of the environmental issues raised by each letter).
 - Responses to comments (includes individually bracketed and numbered comments with corresponding responses and any master responses).

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- Revisions to the Draft EIR (includes excerpts of Draft EIR text that require revision)
- Mitigation Monitoring and Reporting Program.

A.4.4 CONTRACTOR shall submit the Administrative Final EIR to the County for review.

Deliverable:

Administrative Final EIR	Electronic Submittal (MS Word and PDF versions of each chapter of the Administrative Draft Final EIR
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TASK 5 – Screencheck Final EIR

CONTRACTOR shall incorporate written comments on the Administrative Draft Final EIR, based on one set of consolidated and reconciled comments from the County, to produce a Screencheck Final EIR to be submitted to the County.

Deliverable:

Screencheck Final EIR	Electronic Submittal (MS Word and PDF versions of each chapter of the Screencheck Final EIR.
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TASK 6 – Final EIR

A.6.1 CONTRACTOR shall revise the Screencheck Final EIR based upon one set of consolidated comments from the County to prepare the Final EIR.

A.6.2 County shall submit electronically either the Final EIR or excerpted formal responses to any agencies that submitted comments on the DRAFT EIR no less than ten (10) days prior to consideration of the EIR for certification by the Board of Supervisors.

A.6.3 County shall arrange for electronic posting of the Final EIR at OPR.

Deliverable:

Final EIR	Electronic Submittal (MS Word and PDF versions of each section of the EIR.
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TASK 7 – NOTICE OF DETERMINATION

A.7.1 CONTRACTOR shall prepare the Notice of Determination (NOD) for the EIR to be submitted electronically for review by the County.

A.7.2 CONTRACTOR shall revise the NOD based on County staff comments.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

- A.7.3** County shall arrange for electronic posting at OPR within five (5) days of EIR certification.
- A.7.4** County shall arrange for posting at the County Clerk and remit required California Department of Fish and Wildlife fees.

Deliverable:

Administrative Draft NOD	Electronic submittal (PDF)
Final NOD	Electronic submittal (PDF)

TASK 8 – FINDINGS OF FACT AND STATEMENT OF OVERRIDING CONSIDERATIONS

- A.8.1** CONTRACTOR shall prepare a draft CEQA Findings of Fact.
- A.8.2** CONTRACTOR shall prepare a Statement of Overriding Considerations (SOC) if significant and unavoidable impacts are found in Task A.8.1.
- A.8.3** CONTRACTOR shall specify which mitigation measures are incorporated into the plan and which measures are not incorporated, and will explain why certain measures, if any, are found to be infeasible.
- A.8.4** If applicable, CONTRACTOR shall identify which of the feasible project alternatives could reduce adverse environmental effects but are not being implemented to include an explanation as to why they would be infeasible in the Findings/SOC.
- A.8.5** CONTRACTOR shall prepare draft and final versions of the Findings/SOC and will submit each electronically to the County to be finalized and approved by County Counsel.

Deliverables:

Draft Findings/SOC	Electronic submittal (MS Word)
Revised Findings/SCO	Electronic submittal (MS Word)

TASK 9 – PROJECT MANAGEMENT AND MEETINGS**A.9.1 Project Management**

CONTRACTOR shall prepare monthly progress reports to include the project schedule, status of technical studies, information needs, and status of the contract.

A.9.2 Meetings/Hearings Related to the EIR

A.9.2.1 CONTRACTOR shall, as needed, attend up to fifteen (15) (once every three weeks) virtual team meetings/conference calls for coordination/information gathering purposes, review comments received, and discussion of the EIR process. The Project Manager

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

shall attend all virtual meetings and the Person in Charge (PIC) will attend half of the virtual meetings.

A.9.2.2 CONTRACTOR shall provide up to 20 hours of additional senior staff time as required to address topics such as traffic analysis, air quality, noise and GHGs.

A.9.2.3 Project Manager and PIC staff shall prepare for and attend up to two virtual public hearings for the project where County prepares any presentation materials pertaining to the plan itself.

A.9.2.4 CONTRACTOR shall capture and prepare summary notes of public and agency comments.

Deliverables:

Monthly Progress Reports	Submitted electronically with monthly invoices
Meeting Notes	Electronic (MS Word and PDF)

CONTINGENCY

- CONTRACTOR has included a contingency budget in the cost estimate to cover any additional resource topics or additional analysis identified during the scoping process. The scope of work and cost estimate are based on the Initial Study released for public review.
- CONTRACTOR shall obtain prior written authorization from the County prior to using the contingency budget.

B. PAYMENT PROVISIONS**B.1 COMPENSATION/PAYMENT**

County shall pay an amount not to exceed \$398,650 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

TASK	TOTAL
Task 1: Administrative Draft EIR	\$184,550
Task 2: Screencheck Draft EIR	38,220
Task 3: Public Review Draft EIR	19,580
Task 4: Administrative Final EIR	37,440
Task 5: Screencheck Final EIR	14,650
Task 6: Final EIR	10,650
Task 7: Notice of Determination	1,430
Task 8: Findings of Fact and Statement of Overriding Considerations	12,330
Task 9: Project Management, Meetings and Hearings	57,100
Contingency	20,000
Reimbursable Expenses (reproduction, mileage/travel and postage)	2,700
TOTAL	\$398,650

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

ASSUMPTIONS

1. **Lump-Sum Price.** The proposal is a lump-sum price to perform the proposed scope of work. Monthly invoices will be submitted based on percentage of progress toward completion occurring in each billing period.
2. **Price and Staff Allocation to Tasks.** Labor and other direct costs have been allocated to tasks to determine the total budget. Ascent may reallocate costs and labor resources, as needed, as long as the total contract price is not exceeded.
3. **Billing Rates.** Costs were determined based on the proposed scope of work and Ascent's current billing rates. Any budget augmentations or contract amendments in subsequent years will be calculated using updated billing rates, unless precluded by contract terms.
4. **Changes to the Description of the Project or Alternatives.** After the description of the project and alternatives are approved by the County for use in the environmental document, it is assumed they will not change over the course of analysis and document preparation. If changes are necessary, amendment of the budget will be warranted to the extent that already completed analysis and document preparation would need to be revised or redone.
5. **Changes in the Scope of Analysis:** The proposed project is based on the potentially significant impacts identified in the Initial Study released to the public for review on September 6, 2022. The proposed price assumes that no new environmental resources areas, technical issues, modeling, or topical areas of research or analysis will be identified through the scoping process or by other affected agencies after contract execution.
6. **References Cited in the Deliverables.** Ascent will maintain electronic copies of reference documents or portions of documents cited and will make the electronic files available during public review. Ascent will submit electronic copies of references to the County for project files upon completion of the authorized work.
7. **Reproduction Costs.** Because of the increasing trend to exchange, edit, and post deliverables electronically, reproduction of hard copies of deliverables is not included. This scope of work assumes that reproduction needed would be done by the County, if requested. Ascent can produce hard copies with an amendment to this scope and cost.
8. **Final Environmental Document.** The final environmental document will consist of a Responses to Comments volume with excerpted text changes to the Draft EIR and a Mitigation Monitoring and Reporting Program (MMRP). Modification and/or reproduction of the draft environmental document is not needed.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR warrants that the cost charged for services under the terms of this contract 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

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 Multiyear Agreement (MYA) number, Project name, and/or services, and associated Delivery Order number, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to 194-HCD-Finance@co.monterey.ca.us:

County may, in its sole discretion, terminate this 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 to be provided under this Agreement shall be made by the County.

The 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.

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