

CONTRACT FOR CONSULTANT'S SERVICES
Preparation Of An Environmental Impact Review and Permit Processing Services
Contract With Consultant

APPLICANT: Angels Company, LLC/ MR. John Wynn
PROJECT: Ridgemark GC & CC Zone Change & Master Plan
COUNTY FILE NO.: PLN 170008

The County of San Benito ("County") and EMC Planning Group, Inc. ("Consultant") enter into this contract for services as described herein. In consideration of the mutual promises set forth herein, the parties hereto agree as follows:

1. DURATION OF CONTRACT

This contract shall commence upon execution of this contract by all parties and written notice from the County to the Consultant to proceed with the services specified in the contract. This contract shall end June 30, 2020 unless sooner terminated as specified herein.

2. SCOPE OF SERVICES

Consultant shall perform the services specified in Attachment A to this contract for County's benefit. Attachment A is made a part of this contract.

3. COMPENSATION

In consideration for Consultant's performance, County shall pay Consultant according to the terms specified in Attachment B to this contract. Attachment B is made a part of this contract.

4. GENERAL TERMS AND CONDITIONS

The rights and duties of the parties to this contract are governed by the terms and conditions mutually agreed to and listed in Attachment C to this contract. Attachment C is made a part of this contract.

5. SPECIFIC TERMS AND CONDITIONS (check one)

- ☐ There are no additional provisions to this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms and conditions mutually agreed to and listed in Attachment D to this contract. Attachment D is made a part of this contract.
- ☒ The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

6. INSURANCE LIMITS

Consultant shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C to this contract:

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

7. TERMINATION

The number of days of advance written notice required for termination of this contract is 30.

8. CONTRACT ADMINISTRATORS

The following names, titles, addresses, and telephone numbers are the pertinent information for the parties' respective contract administrators:

County's Contract Administrator:

Ray Espinosa
San Benito County
Chief Administrative Officer
481 4th Street
Hollister, CA 95023
(831) 636-4000
(831) 636-4010 (fax)

Consultant's Contract Administrator:

Teri Wissler Adam
EMC Planning Group, Inc.
Vice President and Senior Principal
301 Lighthouse Ave., Suite C
Monterey, CA 93940
(831) 649-1799
(831) 649-3899 (fax)

9. PROJECT MANAGER

Consultant hereby designates the following person as EIR Project Manager:

Name: Ms. Sally Rideout
Title: Principal Planner

Consultant hereby designates the following person as Principal-in-Charge:

Name: Teri Wissler Adam
Title: Vice President and Senior Principal

SIGNATURES

APPROVED BY COUNTY:

Name: Mark Medina
Title: Chair, San Benito County Board of Supervisors
Date: _____

APPROVED AS TO LEGAL FORM:

San Benito County Counsel

By: G. Michael Ziman, Deputy County Counsel

Date: _____

APPROVED BY CONSULTANT:

Name: Teri Wissler Adam
Title: Vice President and Senior Principal
Date: _____

ATTACHMENT A

Scope of Services

Upon approval of this contract, Consultant, for County's benefit shall provide the following environmental review services for the Ridgemark Subdivision Master Plan:

1.0 PROJECT UNDERSTANDING

The proposed project is expected to require the following discretionary approvals from the County:

1. Rezone to add Planned Unit Development (PUD) Combining District (or similar at County's discretion) to Implement New Master Plan
2. Adopt an Affordable Housing Plan
3. Adopt of a Parks & Open Space Master Plan
4. Vesting Tentative Subdivision Map(s)
5. Conditional Use Permit(s) for Non-residential Development
6. Grading permit or other permits as determined necessary by County

The proposed project includes the following major components on one of the 18-hole golf courses, which has ceased operations:

- A. 190 Single-family Residential Lots on approximately 18 acres on land previously used as an 18-hole golf course and driving range.
- B. 161,500 square feet of non-residential development including two hotels, a golf course maintenance and support facilities, and other commercial development not yet identified. Commercial Lot A on the tentative map has already been approved for commercial development and therefore, is not included in the proposed project. Development on Lot A will be treated as an existing condition.
- C. Internal road systems with a new entry gate on Ridgemark Drive after the proposed commercial lots and before entering the residential area. Ridgemark Drive from State Route 25 to west of Marks Drive will be widened to four lanes wherever possible and three lanes if adequate room does not exist, to allow for the four-lane road design.
- D. Relocate the existing driving range to one of the eliminated golf holes.
- E. Sewer and water service would be provided by Sunnyslope County Water District. On site storm water facilities will be developed to county standards.
- F. Street Tree Planting Program.
- G. Sign Program.

2.0 EIR SCOPE OF WORK

Consultant will prepare and deliver the following CEQA documents as part of the CEQA process for preparing an EIR:

- Notice of Preparation;
- Administrative Draft EIR;
- Proof Draft EIR, Notice of Availability, Notice of Completion;
- Draft EIR;
- Administrative Final EIR;
- Final EIR;
- Mitigation Monitoring Program;
- CEQA Findings; and
- Notice of Determination.

Meetings with county staff and agencies, as well as public hearings have been incorporated into this work program. Each component of the work program is discussed below.

Task 1 Project Management

This task includes project management tasks, including but not limited to, client consultation, staff and sub-consultant management, administration, etc.

In addition to project management tasks, Task 9 includes time and budget assumptions for meetings and telephone conferences.

Task 2 Kick-off Meeting/Site Visit

Consultant will attend a kick-off meeting with county staff and the applicant team. The purpose is to further articulate the project description and project schedule, and to discuss other topics including communications protocols, key environmental issues, potential public controversy, potential project alternatives, etc.

Consultant staff would also conduct a site investigation to document existing conditions at the project site and in the vicinity, catalogue land use and resource issues, and prepare photo documentation for use in the EIR.

Task 3 Notice of Preparation

This task includes preparing a draft and final notice of preparation, distribution to the State Clearinghouse with a notice of completion, as well as to local and federal agencies, in accordance with the CEQA statutes and guidelines. County staff will post the notice with the County Clerk.

This task also includes preparation for attendance at a public scoping

meeting. Task 9 includes the time and budget for attendance at the meeting.

Deliverables

- One (1) electronic copy of the draft notice of preparation for county staff review and comment.
- One copy of the notice of completion.
- Up to 40 CDs and one (1) electronic copy of the final notice of preparation.

Task 4 Administrative Draft EIR

Consultant will review all responses to the notice of preparation to ensure that all relevant concerns raised are addressed in the administrative draft EIR.

Consultant will correspond with local, regional, state, and federal agencies to ensure that relevant issues raised by commenting agencies are addressed in the administrative draft EIR. Agencies may include, but not be limited to, Caltrans, U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, City of Hollister, Hollister School District, San Benito High School District, and the Monterey Bay Air Resources District.

The administrative draft EIR will include tables and exhibits as necessary and directed by County. Unless otherwise stated, all technical analysis will be completed by Consultant. All impact topics will include a description of the existing conditions, potential project impacts, significance conclusions, and identification of mitigation measures, as necessary. Consultant will prepare the administrative draft EIR based on the scope of topics summarized below.

Project Description

The proposed project is the development of approximately 80.9 acres of new commercial and residential uses on a converted golf course. The project description will include all project components as proposed by the applicant. In summary, these include 190 single-family residential lots on approximately 54 acres, 161,500 square feet of commercial uses (including two hotels) on approximately 18 acres, and relocation of two existing golf holes.

Preparation of the project description as an initial task is critical, as the project description will form the basis for all of the environmental evaluation under CEQA. Consultant will prepare the EIR project description in partnership with RMA staff and the applicant. Consultant will ensure that the project description is prepared in accordance with CEQA Guidelines Section 15124. Consultant can assist with the detailed summary of the proposed project components using text, tables and graphics as indicated. As

required by CEQA Guidelines Section 15124, the project description will include the following:

- A list of objectives of the project summarizing the underlying purpose of the project that can later be used to devise required alternatives;
- A description of the regional and precise location and boundaries of the proposed project;
- A description of proposed construction and long-term operational activities, along with proposed phasing of development;
- A general description of the project's technical, economic, and environmental characteristics, considering the principal engineering proposals if any supporting public service facilities;
- A statement briefly describing the intended uses of the EIR, including a list of permits requested and responsible agencies, and a list of related environmental review and consultation requirements required by federal, state or local laws, regulations or policies; and
- Supporting illustrative graphics showing the regional location and precise boundaries of the project. These graphics may include location and vicinity maps, photographs depicting existing site conditions, and a site plan provided by the applicant.

The project description will be as specific as possible while maintaining an appropriate level of flexibility, should changes be required in response to preliminary environmental analysis. After assisting County staff in preparing the draft project description, County RMA staff will review the draft project description. Consultant will update and revise the project description based on comments received from County staff.

Consistency with Applicable San Benito County General Plan Environmental Goals and Policies

This section will include an analysis of the proposed project's consistency with relevant general plan environmental goals and policies presented in a table format.

Biological Resources

Background

The project site and surrounding vicinity contain known upland and breeding habitat areas for Federally-listed Threatened and State-listed Species of Special Concern California red- legged frog (*Rana draytonii*) and Federally-listed and State-listed Threatened California tiger salamander (*Ambystoma californiense*).

In addition, records in the California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDDB) include observations of western spadefoot (*Spea hammondi*), prairie falcon (*Falco mexicanus*), and California horned lark (*Eremophila alpestris actia*) within the project boundaries. The project site also includes potential habitat for a number of other special-status species.

Approach

The following tasks will be completed:

- Review the applicable responses to the notice of preparation;
- Compile and review all available project information, including site plans and aerial photographs;
- Conduct a background data search to determine biological resources known to occur in the vicinity of the project site. These data will be obtained from the CNDDDB, the California Native Plant Society (CNPS) Rare and Endangered Plant Inventory, the U.S. Fish and Wildlife Service (USFWS) Endangered Species Program and National Wetlands Inventory, and other biological studies conducted in the project vicinity;
- Obtain survey information and mitigation documentation available for the existing Ridgemark development, particularly in regard to California red-legged frog and California tiger salamander;
- Review documentation prepared for permits previously obtained for the existing Ridgemark development and any subsequent monitoring or maintenance activities will be reviewed;
- Contact USFWS and/or CDFW biologists responsible for this region if necessary;
- Consultant biologists will perform a reconnaissance-level field survey of the project site in order to (1) identify the principal plant communities present; (2) evaluate the potential for special-status species and habitats, wildlife movement corridors, jurisdictional wetlands/waterways, regulated trees, and other significant biological resources to occur; and (3) identify and map any observed locations of special-status species and/or habitats. The field survey is not intended to meet specific protocol-level survey requirements established by regulatory agencies for any particular special-status species, does not include an arborist survey, and would not constitute a formal delineation of potentially jurisdictional wetlands/waterways;
- Include applicable tables and a habitat map;
- Present anticipated project impacts and determine their levels of significance; and

- Present appropriate mitigation measures to avoid, minimize, and/or mitigate potentially significant impacts to biological resources.

In addition, Consultant biologists will recommend project alternative(s) that will reduce potential impacts to special-status species to the maximum extent possible. Please note that alternative project scenarios would reduce or eliminate new lot construction in areas around the on-site ponds, which provide habitat for and likely contain sensitive amphibian species. This would reduce the potential for impacts to protected species on the project site; however development within the project boundaries will very likely require Incidental Take Authorization from the USFWS and CDFW for impacts to listed species. These alternatives would be evaluated in the Alternatives section of the EIR.

Optional Tasks

Based on the results of the reconnaissance-level survey, a habitat assessment and/or additional protocol-level surveys may be recommended to determine which ponds are utilized as breeding habitat for California red-legged frog and California tiger salamander and which areas within the project site are used for migration to and from occupied ponds. Approximate cost estimates for these tasks are included as Optional Tasks within the budget spreadsheet, and can be refined based on the results of the reconnaissance-level survey and the needs of the County.

Neither of these tasks is necessary for completion of the EIR, but would be necessary if an Incidental Take Permit is required from the US Fish and Wildlife Service or the California Department of Fish and Wildlife.

Optional Task 1. Special-Status Amphibian Habitat Assessment. A habitat assessment involves reviewing background biological data to search for and list all CTS and CRLF occurrences within 3.1 miles of the site. Aerial photographs, the national wetlands inventory, species inventories, and any other information available will be utilized to search for suitable breeding habitat for these species. Habitats within 1.25 miles of the project boundaries will be described, photographed, and mapped. The assessment will also focus on the potential for species to occur on the project site, including a detailed analysis of suitable habitat within the project boundary, the presence of corridors or barriers from known source populations to the project site, and any land use activities that may promote or prevent use of the site by special-status species. Optional Task 2. Protocol-level Amphibian Surveys. If the habitat assessment demonstrates that special-status species have a low or moderate potential to occur, protocol surveys may be recommended to prove that they do not occur in certain areas

(a negative finding). To proceed with protocol-level surveys, the habitat assessment and a detailed survey design must be submitted to the USFWS and CDFW for review and approval. This process can take several months.

The standard survey protocol for CRLF requires 5 site visits, for a total of 8 surveys (5 night surveys and 3 day surveys; 1 day and 1 night survey in the dry season (July 1 – Sept 30); 4 night and 2 day surveys in the breeding season (Jan 1 – June 30).

The standard survey protocol for CTS surveys on a site without a breeding pond is two winters (Oct 15 – Mar 15) of trapping, 20 nights per season for a total of 40 trapping days.

The estimated cost for protocol-level species surveys depends on the survey design, installation costs, and length and frequency of consultation with USFWS and CDFW. Protocol-level surveys are required to take place over a minimum of two rainy seasons, and may take more than two years to complete.

Transportation

Background

The proposed project would result in an increase in vehicle trips within the existing Ridgemark development, as well as in the immediate project vicinity and the region.

Approach

Sub-consultant will prepare a traffic impact analysis to evaluate the impacts of the proposed project on the roadway network. Consultant would summarize the findings of the traffic report in this section of the EIR.

The purpose of the traffic impact analysis is to evaluate the effects of the proposed development on key transportation facilities in the vicinity of the project area. The study will include an evaluation of intersection levels of service analysis and signal warrant checks at the 19 identified study intersections. In addition, projected changes in volumes due to the project along roadways within the Ridgemark Golf Club and Resort also will be evaluated. Sub-consultant scope and budget includes the evaluation of one development scenario. If the County should determine that a VMT analysis is required for the project, additional time and budget will be required.

Description of Impacts and Recommendations. Based on the results of the level of service calculations and signal warrant analyses, impacts of the site-generated traffic will be identified and described. Recommendations will be formulated that identify the locations and types of improvements or modifications necessary to mitigate significant project impacts.

Draft and Final Reports. Following review and comment (on the administrative draft) by Consultant staff, a draft report will be submitted for review by San Benito County. Sub-consultant will prepare a final report that addresses all of the comments received from Consultant and County staff. This final report will be included in the draft environmental document made available for public circulation

Air Quality

Background

The proposed project would result in an increase in criteria air emissions during its operations, primarily through new vehicle trips generated by development of the land. The proposed project would also result in construction-related air quality impacts.

Approach

The following tasks will be completed:

- Review responses to the notice of preparation pertaining to air quality, especially the Monterey Bay Air Resources District's (air district) responses;
- Conduct a consistency analysis to determine if the proposed project is consistent with the clean air plan;
- Describe the physical and climatological characteristics of the North Central Coast Air Basin, existing air pollutant conditions, health effects of air pollutants, and air quality planning and regulatory requirements;
- Review current air quality planning documents, policies, and procedures applicable to the proposed project;
- Run CalEEMod to calculate air emissions volumes based on existing and future buildout conditions that would be allowed by the project and trip generation information from the traffic impact analysis. The model methodology, assumptions, and results will be presented in a technical memorandum, which will be included in the EIR appendices;
- Compare model results to air district air quality operational impact thresholds to determine if the proposed project would result in significant impacts from criteria air pollutant emissions;

- Identify any project sources of hazardous air pollutants or odors, as well as any existing or planned nearby sensitive receptors that could be affected; and
- Present mitigation measures to reduce or eliminate significant impacts to a less- than-significant level.

Greenhouse Gas Emissions

Background

The proposed project is located within the Monterey Bay Air Resources District (“air district”). The air district has been in the process of developing guidance for evaluation of greenhouse gas (GHG) emissions impacts for several years. To date, the air district has not adopted CEQA guidance for analysis of GHG effects of land use projects (e.g. numerical thresholds of significance) nor has it prepared a qualified GHG reduction plan for use/reference by local agencies.

State CEQA Guidelines Section 15064.4 addresses the approach for evaluating significant GHG emissions effects. Lead agencies are encouraged to use a model or models to estimate GHG emissions volumes then determine whether the emissions exceed a threshold that the lead agency determines to be significant. State CEQA Guidelines Section 15064.7(c) states that when adopting thresholds of significance, a lead agency may consider thresholds of significance previously adopted or recommended by other public agencies, or recommended by experts.

New state legislation and outcomes of GHG related CEQA legal cases have “raised the bar” for how lead agencies analyze and mitigate GHG impacts. This proposal summarizes our approach for considering the GHG impacts of the proposed project in light of a changing state legislative/regulatory environment.

Approach

To account for recent case law, an efficiency-based GHG threshold of significance is being used in the analysis that is specific to assessing impacts from new land use development of the type proposed. Senate Bill 32 (SB 32) is the applicable GHG reduction plan because the proposed project is expected to be operational after 2020 (the operational date is beyond the AB 32 emissions reduction target date of 2020). The efficiency-based threshold is calculated by dividing GHG emissions volumes associated with statewide residential and commercial land uses (sources attributable to land use projects) that must be achieved to meet SB 32 reduction goals for 2030 (40 percent below 1990 levels by 2030) by the sum of projected jobs and residents within the state

in 2030. The sum of jobs and residents is called the “service population.”

The efficiency-based threshold represents the rate of emissions (tons of GHG emissions per service population) from projects within the land use sector at or below which an individual land use project would not impede the State of California’s ability to achieve the GHG emissions reduction target established under SB 32. The efficiency approach allows lead agencies to assess whether any given project or plan would accommodate population and employment growth in a way that is consistent with the emissions reduction goal established under SB 32.

Consultant will model unmitigated project GHG emissions using the California Emissions Estimator Model (CalEEMod) based on an anticipated project buildout year.

Emissions will be estimated for construction (including demolition), vegetation removal, transportation, energy and water consumption, area sources, and solid waste generation. Where project-specific data is not available, CalEEMod default values will be used.

Consultant will conduct modeling to estimate unmitigated GHG emissions that would be generated by construction and operations of the proposed project. The model results will be summarized in a memorandum and this section of the EIR will include the following GHG analysis:

- CalEEMod development (data collection, model development, identify and describe assumptions and assessment of unmitigated emissions). This scope of work assumes up to five CalEEMod runs: 1) existing conditions; 2) proposed project unmitigated GHG emissions; 3) unmitigated proposed project with standard regulatory compliance reductions (air district fireplace prohibition and model water efficient landscape ordinance; 4) mitigated proposed project based on applicant-proposed GHG reduction measures; and 5) an additional run to respond to refinements as necessary);
- Prepare emissions assessment memorandum;
- Identify a threshold of significance;
- Conduct GHG impact analysis;
- Propose GHG reduction mitigation options for review by the applicant if mitigation is required;
- Coordinate with the applicant regarding GHG reduction mitigation options and refine mitigation options; and
- Finalize GHG impact analysis based on applicant proposed GHG reductions.

Energy

Background

CEQA section 21100 (b)(3) states, “The environmental impact report shall include a detailed statement setting forth ...mitigation measures proposed to minimize significant effects on the environment, including, but not limited to, measures to reduce the wasteful, inefficient, and unnecessary consumption of energy.”

Approach

This section will include an overview of the standard of review for evaluation of energy effects of the project, an overview of related state legislation and regulations, and quantification of energy demand from the proposed project. Mitigation measures included in the EIR that result in reduced energy consumption, if any, as well as any applicant proposed measures that reduce energy consumption will be identified.

Regarding quantification of energy demand, the three primary sources of energy consumption from the proposed project will be fuel use in vehicles traveling to and from the project site, on-site use of natural gas, and on-site use of electricity in buildings and for other ancillary uses such as lighting. Energy demand from on-site use of natural gas and electricity at buildout of the proposed project will be modeled in CalEEMod. Vehicle miles traveled (VMT) data generated through CalEEMod serves as a general proxy for the magnitude of transportation fuel consumption. The change in VMT with the project will be input into the Emissions Factors model to quantify the fuel demand that would result from the VMT increase. It is assumed that CalEEMod default fleet mix for San Benito County applies to this project. Additional project-specific information may be input into CalEEMod, e.g., vehicle trips and trip length, if available from a traffic impact analysis or from the Association of Monterey Bay Area Governments.

Noise

Background

Construction and operation of the proposed project would add to the existing noise environment. If the increase in noise would exceed acceptable noise levels as identified in the county general plan or municipal code, the impact would need to be mitigated.

Approach

Sub-consultant would prepare a noise assessment study to address noise impacts resulting from the proposed project. Consultant would summarize the findings of the traffic report in this section of the EIR.

Groundwater and Water Demand

Background

This section of the EIR will address existing and proposed water demand, and will include an SB 610 water supply assessment, as required by CEQA Guidelines section 15155 to determine the proposed project impacts on the Sunnyslope County Water District water supply capacity and the impacts on the groundwater basin.

Approach

This approach assumes that the water supply assessment will be prepared by the Sunnyslope County Water District and provided to Consultant for incorporation into the EIR.

Geologic Hazards

Background

This section of the EIR will address geotechnical and geological hazards that may be associated with development of the project site. A portion of the project site is located within an Alquist-Priolo Special Studies Zone on the Tres Pinos Quadrangle official map.

Approach

Sub-consultant will prepare a limited study of geotechnical engineering and geologic hazards assessment. Consultant would summarize the findings of the hazards assessment in this section of the EIR.

Aesthetics

Background

This section of the EIR will address the potential for the proposed project to alter visual resource conditions in the project vicinity. State Route 25 runs along the north- northeastern boundary of the project site. Creation of glare that adversely affects day or nighttime views will also be investigated, as will the proposed project's potential to substantially degrade the visual character of the area.

Approach

The following tasks will be completed:

- Review the applicable responses to the notice of preparation;
- Photograph the project area from adjacent roadways (including State Route 25 and Southside Road), photograph surrounding uses, and describe the existing visual setting;

- Describe views to the project area that are available from public areas and rights-of- way;
- Evaluate the visual effects of new housing and commercial development on the project site;
- Identify general plan policies that may serve as mitigation measures; and
- Present mitigation measures to reduce or eliminate significant impacts to a less than significant level.

Cultural Resources

Background

The potential for cultural and tribal resources to be present within the project area that could be adversely affected by proposed development must be evaluated.

Approach

Consultant will prepare a cultural resource evaluation. The following tasks would be performed as part of this analysis:

- Review responses to the notice of preparation related to cultural resources;
- Review the general plan and other relevant sources for information regarding cultural resources;
- Conduct a records/literature search to identify historic or archaeological resources recorded in the project vicinity;
- Contact the Native American Heritage Commission to identify traditional or cultural lands within the project area and provide a list of interested local Native American representatives, contacting individual representatives, and following up the letters by phone;
- Perform a surface reconnaissance of the project area as a means of evaluating potential adverse effects on cultural resources;
- Prepare a report describing the findings for use in the EIR to summarize potential cultural resources impacts; and
- Present mitigation measures as appropriate.

Law Enforcement and Fire Protection Facilities

Background

The proposed project would require law enforcement and fire protection services, possibly requiring additional personnel, equipment, and new or expanded facilities in order to maintain acceptable service ratios, response times or other performance objectives.

Approach

This section of the EIR will address whether the proposed project would result directly, or indirectly, in substantial adverse *physical* impacts associated with the provision of new or physically altered fire and police facilities.

The following steps will be taken to complete this section of the EIR:

- Review responses to the notice of preparation related to public services;
- Review the general plan and general plan EIR;
- Contact the Sheriff's Department and the county fire providers regarding facilities, staffing, and response times;
- Present the police and fire protection setting;
- Summarize the proposed project's police and fire protection needs;
- Determine if the proposed project would require new and/or expanded police and fire protection facilities; and
- Identify impacts and present mitigation measures as appropriate.

Public School Facilities

Background

The residential portion of the proposed project would result in school children that would attend area schools (Hollister School District and San Benito High School District), possibly requiring additional personnel and new or expanded facilities.

Approach

This section of the EIR will address whether the proposed project would result directly, or indirectly, in substantial adverse physical impacts associated with the provision of new or physically altered public school facilities.

The following steps will be taken to complete this section of the EIR:

- Review responses to the notice of preparation related to school facilities;
- Review the general plan and general plan EIR;
- Consult with both school districts regarding existing and planned schools, capacity and enrollment, and student generation;
- Present the school services setting including existing facilities and capacities;
- Summarize the proposed project's public school facility needs;

- Determine if the proposed project would require new and/or expanded public school facilities; and
- Identify impacts and present mitigation measures as appropriate.

Wastewater

Background

The proposed project will require wastewater infrastructure and wastewater treatment from the Sunnyslope County Water District.

Approach

This section of the EIR will address whether the Sunnyslope County Water District has adequate capacity to serve the project's projected demand in addition to the district's existing commitments. If the district does not have adequate capacity, the EIR will provide a general evaluation of the environmental impacts associated with expanding the district's capacity. The following steps will be taken to complete this section of the EIR:

- Review responses to the notice of preparation related to wastewater facilities;
- Review the general plan and general plan EIR;
- Consult with the Sunnyslope County Water District regarding sewer generation and whether the district has the capacity to provide treatment;
- If capacity is not available, discuss expansion needs;
- Present the environmental impacts associated with expansion; and
- Identify mitigation measures as appropriate.

Effects Found to be Less than Significant

A number of environmental effects of the proposed project are anticipated to be less than significant or related effects would be addressed in the detailed analysis of other environmental topics (e.g. agricultural resources, hazards and hazardous materials, flooding, mineral resources, recreation, and solid waste, etc.). Where this is the case, an abbreviated evaluation of the effects will be provided in this section.

Additional Required CEQA Topics

The additional CEQA topics to be addressed in the EIR include the following:

- Cumulative Impacts;
- Significant and Unavoidable Impacts;
- Growth-Inducing Impacts; and
- Alternatives (up to 3 alternatives are included).

Deliverables

Three (3) hardcopies, five (5) CDs, and one (1) electronic copy of the administrative draft EIR for county staff review and comment.

Assumptions

- If comments on the notice of preparation suggest that new technical analyses are required or that the scope of the EIR must be expanded beyond the scope identified in this proposal, a contract amendment may be required, which would require modification of the budget and schedule.
- County staff would provide one consolidated set of comments on the administrative draft EIR.
- Review of county staff comments would be conducted via a conference call as needed.

Task 5 Proof Draft EIR, Notice of Availability, Notice of Completion

Prepare the proof draft EIR by incorporating county staff comments on the administrative draft EIR. Provide one (1) electronic version to county staff for review and approval.

Deliverables

One (1) electronic copy of the proof draft EIR for county staff review and comment.

Task 6 Draft EIR

Prepare the draft EIR by incorporating county staff comments on the proof draft EIR. Prepare a State Clearinghouse Project Summary form and 15 CDs of the draft EIR for delivery to the State Clearinghouse via overnight delivery.

Deliverables

- Project Summary and 15 CDs of the draft EIR for the State Clearinghouse.
- Twenty-five (25) hard copies, 15 CDs, and one (1) electronic copy of the draft EIR for distribution.
- Provide a digital compilation of all sources cited in the draft EIR.

Task 7 Administrative Final EIR and Mitigation Monitoring Program

Upon completion of the 45-day public review period, Consultant will evaluate the comments received and prepare written responses in consultation with County staff. Consultant will also identify additions and corrections to the draft EIR that may be necessary in response to comments. The administrative final

EIR will be delivered to the county for review and comment.

Prepare a draft mitigation monitoring program for review by county staff.

Deliverables

- Three (3) hard copies and one (1) electronic copy of the administrative final EIR.
- One (1) electronic copy of the mitigation monitoring program.

Assumptions

- If the level of effort needed to respond to comments exceeds that assumed in the project budget contained in this proposal, a contract amendment may be required, which would require modification of the budget and schedule.
- Review of county staff comments on the administrative final EIR would be conducted via conference call.

Task 8 Final EIR and Mitigation Monitoring Program

Consultant will incorporate county staff comments into a final EIR. A final mitigation monitoring program will be prepared based on county staff comments. Deliver a copy of the final EIR to each of the responsible agencies that submitted comments on the draft EIR.

Deliverables

- Twenty five (25) hard copies, fifteen (15) CDs, and one (1) electronic copy of the final EIR.

Task 9 Meetings/Phone Conferences

Consultant has budgeted to attend up to six meetings with county staff and the applicant team, including a project kick-off meeting and a public scoping meeting. The other four meetings can be “floating” meetings to be utilized at the discretion of county staff and as may be needed to communicate with responsible/trustee agencies or other interests.

In addition, Consultant has budgeted for up to 24 hours of phone conference time associated with preparation of the EIR.

Task 10 CEQA Findings

Consultant will prepare draft and final CEQA findings, and if required, a statement of overriding considerations.

Deliverables

- One (1) electronic copy of the draft CEQA findings for county staff review and comment.
- One (1) electronic copy of the final CEQA findings for the planning commission and board of supervisors packages.

Task 11 Public Hearings

Consultant has budgeted to attend two (2) public hearings for certification of the final EIR. Consultant will be prepared to support county staff with responses to questions from the public and decision makers, prepare CEQA related inputs to county staff's project presentation, etc.

Task 12 Notice of Determination

Prepare the notice of determination and file the notice with the State Office of Planning and Research. The filing of the notice of determination and the posting of such notice will start a 30-day statute of limitation on court challenges to approval of the project. The County Clerk will require a filing fee. This, and any other filing fees that may be required, are not included in the budget. County staff will file the notice with the County Clerk.

Deliverables

- One (1) electronic copy of draft and final notice of determination. County staff will file the notice of determination with the County Clerk.

Task 13 Records Package

This task includes compiling the CEQA project record and providing it in a series of binders and CDs.

Schedule

Barring delays beyond Consultant's control, we believe that the environmental review process can be completed in approximately 12 months. A general schedule is provided below.

Activity	Number of Weeks
Authorization to Proceed	0
Kick-off Meeting/Site Investigation	2
Draft Project Description	2
County Staff Review	1
Final Project Description	2
Draft Notice of Preparation	1
County Staff Review	1
Final Notice of Preparation	1
30-day Public Comment Period	4
Administrative Draft EIR	13
County Staff Review	2
Proof Draft EIR/NOA/NOC	2
County Staff Review	1
Draft EIR/NOA/NOC	1
45-day Public Review Period	7
Administrative Final EIR and MMRP	6
County Staff Review	2
Final EIR and MMRP	2
Draft CEQA Findings	2
County Staff/Council Review	2
Final CEQA Findings	1
Public Hearings	4
Notice of Determination	1
Records Package	1
Total	51 Weeks (12 months)

END OF ATTACHMENT A.

ATTACHMENT B

Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (*check one*)

☒ [X] One month in arrears, on the basis specified in paragraph B-4 below.

☐ [] One month in arrears, on the basis specified in paragraphs B-4 and B-5 below.

B-2. PAYMENT

County shall make payment to Consultant at the address specified in paragraph 8 of this contract or to such other location as Consultant designates in writing, net thirty (30) days from the invoice date.

B-3. COMPENSATION

County shall pay to Consultant a total sum not to exceed \$292,435.00 (as broken down by milestones in Paragraph B-4) for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. PROGRESS PAYMENTS

County shall make periodic progress payments to Consultant in accordance with the following schedule:

- (a) The Consultant will invoice the County for payment based on the milestone percentage amounts listed on the following page. If there is deliverable delay, partial payments may be made.

Milestone	Percentage
Task 2. Kick off Meeting/Project Description	5%
Task 3. Notice of Preparation	5%
Task 4. 1 st Administration Draft EIR	55%
Task 5. 2 nd Administration Draft EIR	10%
Task 6. Public Draft EIR	5%
Task 7. Administrative Final EIR	5%
Task 8, 10 & 12. Final EIR, Findings and NOD	5%
Tasks 9 & 11. Public Hearings	10%
Total	100%

(b) The payments shall be applied to the total contract price set forth in paragraph B-3 above.

B-5. SPECIAL COMPENSATION TERMS (*check one*)

☒ [X] There are no additional terms of compensation.

☐ [] The following specific terms of compensation shall apply: (*see attached*).

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or

- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also

represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to, or after, the execution of this contract. For purposes of this paragraph, obligations arising prior to, or after, the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY, at the time of making a reduced payment, shall give CONTRACTOR notice of the amount of any off-set and the reason for the reduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D
Specific Terms and Conditions

The following specific terms and conditions shall apply: (*specify*).

1. This contract is based on the Request for Proposals issued by the County of San Benito on July 5, 2019. Public and agency comments submitted in response to the Notice of Preparation (NOP) and/or scoping meeting may identify additional necessary EIR scope items. Additional scope items may require additional budget and, if so, Consultant will provide the County with an estimated budget for the additional scope of work. Additional scope of work and budget will require an amendment to this contract.
2. The parties understand that the project applicant, not the Consultant, will be responsible for payment of CEQA document filing fees, including California Department of Fish and Game Filing Fees, with the County Clerk's Office.

END OF ATTACHMENT D

ATTACHMENT E
Communications Protocol
for the preparation of
Ridgemark Golf Course and Country Club Master Plan and EIR

PURPOSE

The purpose of this Communications Protocol is to establish clearly the roles, responsibilities and ground rules for communication between the primary parties for the preparation of the Ridgemark Golf Course and Country Club Master Plan project and EIR funded by the applicant, Angels Company, LLC via an executed reimbursement agreement. To be clear, the County's RMA is the central point of all communications so that there will be a complete and transparent public administrative record.

The fundamental intent of this Communications Protocol is to establish an "arms-length" policy between the applicant or their representatives, and the various consultants under contract to the County either directly or indirectly as subconsultants. The consultants are solely under contract as the County's consultants. The consultants are to take direction on the project only from the County.

PARTIES AND ROLES

County RMA
Consultants to the County
Angels Company, LLC
Angels Company Representatives
Other Parties

County – The preparation of the project level EIR is a County managed, directed and led project for the preparation of County documents, EIR and related supporting materials and the processing of the development applications. It is the County's responsibility as a public agency to ensure a fair, objective and transparent process and to maintain a complete public administrative record. The County also must ensure stakeholders are provided opportunities to participate in the process. The County and RMA staff in particular is the central point of contact and communication between all parties. County staff is to be included in all communication regarding this project. There is to be no direct communication between the consultants and other interested parties without County's knowledge and pre-approval. Any conference calls are to be pre-arranged to include County staff on the line. The County's primary contact will be Darryl Boyd as the Project Manager with Taven Kinison Brown as the secondary point of contact.

All County Consultants – The consultants with County contracts are working on behalf of the County. Even though Angels Company has funded the project via the reimbursement agreement, the consultants are not working for the applicant or their

representatives. Consultants are not to take any direction or guidance from Angels Company or their representatives. Consultants are not to have any communication or contact with Angels Company or their representatives without inclusion or advance knowledge and pre-approval of County staff. If any consultant needs information from Angels Company, or to arrange a meeting or site visit, etc., the meeting or information request is to be made to RMA staff (Darryl or Taven) with a copy to Angels Company or their representatives. Any conference calls are to be pre-arranged to include County staff on the line. The County has instructed the consultants to report to the County any attempts by Angels Company or their representatives to influence or direct consultant work without the County's knowledge.

Angels Company Representatives - There is not to be any direct communications between any Angels Company Representatives and the County consultants regarding this project. Any need to communicate about the project on behalf Angels Company is to be made through County staff. The consultants may be copied in e-mails or other communication that is directed to County Staff. Any conference calls are to be pre-arranged to include County staff on the line. If the Angels Company Representatives are attorneys, the San Benito County Counsel's office is to be included in the communication, to the attention of *G. Michael Ziman, Deputy County Counsel*.

Other Parties - This communication protocol also is to apply to all communications with other County Departments and County Counsel.

CONSEQUENCES

Any discovery or finding by the County that there have been communications contrary to the above stated protocols may delay the project and/or may result in the replacement of the County's consultant(s).

END OF ATTACHMENT E.