

ATTACHMENT B

Amendment No. 1 to
Funding Agreement A-15746
Harper Canyon Realty, LLC

**AMENDMENT NO. 1
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARPER CANYON REALTY, LLC**

THIS AMENDMENT NO. 1 to the Funding Agreement No. A-15746 between the County of Monterey, a political subdivision of the State of California (“County”) and Harper Canyon Realty, LLC (“PROJECT APPLICANT”), is hereby entered into between the County and the PROJECT APPLICANT (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT entered into Funding Agreement No. A-15746 with the County on April 8, 2022 (“Agreement”) to provide funding for the preparation of California Environmental Quality Act (“CEQA”) documentation, including preparation of Administrative Draft, Screen Check Draft, and update to Final Environmental Impact Report (“FEIR”) focused on wildlife corridors for the Harper Canyon/Encina Hills Subdivision project (“Project”) for a term beginning April 1, 2022 through December 31, 2024 for an amount not to exceed \$47,850.50;

WHEREAS, additional funds are necessary to add Task 8 for document review/desktop analysis of applicable background documentation and data; Task 9 for wildlife camera station reconnaissance, and Task 10 for wildlife camera station monitoring; and

WHEREAS, the Parties wish to further amend the Funding Agreement to increase the amount by \$66,470 for a total not to exceed amount of \$114,320.50 to provide funding to the County for the Contractor’s services under the Professional Services Agreement as amended.

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

1. Amend Section 1, “Deposit to Fund PSA and County Fee for Contract Administration,” to read as follows:

PROJECT APPLICANT shall deposit an amount equal to the base amount of the PSA between the County and CONTRACTOR for preparation of the EIR and the County Administration fees. This totals \$80,667.75.

CONTRACTOR’S Base Budget	\$77,685.00
County Project Management/Contract Administration	<u>2,982.75</u>
	\$80,667.75

Amendment No. 1 to Funding Agreement No. A-15746
Harper Canyon Realty, LLC
Harper Canyon/Encina Hills Subdivision Project
Housing and Community Development
Term: April 8, 2022 – December 31, 2024
Not to Exceed: \$114,320.50

2. Amend second sentence of Section 2, “Fifteen Percent (15%) Project Contingency,” to read as follows:

This fifteen percent (15%) Project Contingency totals \$11,652.75 and is subject to the procedures set forth in this Amendment No. 1.

3. Amend Paragraph 3, “Budget Under Agreement,” to read as follows:

The amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$114,320.50.

CONTRACTOR’s Base Budget	\$77,685.00
Land Use Application Processing Deposit	22,000.00
Project Contingency	11,652.75
Project Management/Contract Administration Fee	2,982.75
Charged Under Agreement	\$114,320.50

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Amendment No. 1 to Funding Agreement No. A-15746
Harper Canyon Realty, LLC
Harper Canyon/Encina Hills Subdivision Project
Housing and Community Development
Term: April 8, 2022 – December 31, 2024
Not to Exceed: \$114,320.50

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Funding Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

PROJECT APPLICANT*

By: _____
Contracts/Purchasing Manager

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

Date: _____

_____ Burt Forester, President
(Print Name and Title)

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

Date: _____

By: _____
Kelly L. Donlon
Assistant County Counsel

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

Date: _____

_____ Sandra Gong, Chief Financial Officer
(Print Name and Title)

Approved as to Fiscal Provisions

Date: _____

By: _____
Auditor-Controller

Date: _____

*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 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 or Amendment to said Agreement.

Amendment No. 1 to Funding Agreement No. A-15746
Harper Canyon Realty, LLC
Harper Canyon/Encina Hills Subdivision Project
Housing and Community Development
Term: April 8, 2022 – December 31, 2024
Not to Exceed: \$114,320.50

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to the Professional Services Agreement No. A-15745 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc. (“CONTRACTOR”), is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-15745 with the County on April 1, 2022 (“Agreement”) to provide services to prepare California Environmental Quality Act (“CEQA”) documentation, including preparation of an Administrative Draft, Screen Check Draft, and update to the Final Environmental Impact Report (“FEIR”) focused on wildlife corridors for the Harper Canyon/Encina Hills Subdivision project (“Project”) for a term beginning April 1, 2022 through December 31, 2024 for an amount not to exceed \$19,885;

WHEREAS, additional funds are necessary to add Task 8 for document review/desktop analysis of applicable background documentation and data; Task 9 for wildlife camera station reconnaissance, and Task 10 for wildlife camera station monitoring; and

WHEREAS, the Parties wish to further amend the Agreement to expand the Scope of Services and to increase the Agreement amount of \$19,885 by \$66,470 for a new total not to exceed amount of \$86,355 to allow CONTRACTOR to provide additional tasks identified in the Agreement and as amended by this Amendment No. 1. The term of the Agreement remains unchanged.

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

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

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A** and **A-1** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, “Payments by County,” to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A** and **A-1** subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$86,355.

Amendment No. 1 to Professional Services Agreement No. A-15745
Denise Duffy & Associates, Inc.
Harper Canyon/Encina Hills Subdivision Project
Housing and Community Development (HCD)
Term: April 1, 2022 – December 31, 2024
Not to Exceed: \$86,355

3. Amend Paragraph 4, “Additional Provisions/Exhibits,” by adding “**Exhibit A-1, Scope of Services/Payment Provisions**” to the Agreement.
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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Amendment No. 1 to Professional Services Agreement No. A-15745
Denise Duffy & Associates, Inc.
Harper Canyon/Encina Hills Subdivision Project
Housing and Community Development (HCD)
Term: April 1, 2022 – December 31, 2024
Not to Exceed: \$86,355

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

PROJECT APPLICANT*

By: _____
Contracts/Purchasing Manager

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

Date: _____

Denise Duffy, President

(Print Name and Title)

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

Date: _____

By: _____
Kelly L. Donlon
Assistant County Counsel

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

Date: _____

Denise Duffy, Secretary

(Print Name and Title)

Approved as to Fiscal Provisions

Date: _____

By: _____
Auditor-Controller

Date: _____

*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 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 or Amendment to said Agreement.

Amendment No. 1 to Professional Services Agreement No. A-15745
Denise Duffy & Associates, Inc.
Harper Canyon/Encina Hills Subdivision Project
Housing and Community Development (HCD)
Term: April 1, 2022 – December 31, 2024
Not to Exceed: \$86,355

EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Denise Duffy & Associates, 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 8. Document Review/Desktop Analysis

- 8.1 CONTRACTOR shall review applicable background documentation and data to determine the most likely locations for potential wildlife corridors/pathways adjacent to and within the project site.
- 8.2 CONTRACTOR shall, based upon findings from Task 8.1, determine potential locations to deploy wildlife camera trapping stations.
- 8.3 CONTRACTOR shall utilize desktop analysis to determine potential focal species for the wildlife camera trapping survey.
- 8.4 CONTRACTOR shall create cartographic materials to direct the reconnaissance survey in Task 9.

Task 9. Wildlife Camera Station Reconnaissance

- 9.1 CONTRACTOR shall traverse the project site using the cartographic materials created in Task 8 to field-truth the potential wildlife camera trapping stations.
- 9.2 CONTRACTOR shall select sites based upon potential landscape permeability by gauging topography, vegetation, existing infrastructure, and animal sign, including tracks, scat, game trails, bedding areas, feathers, forage areas, and/or burrows.
- 9.3 CONTRACTOR shall record potential locations for wildlife camera stations using survey-grade Trimble Geo7Series GPS collectors, which will be imported into ArcGIS.

Task 10. Wildlife Camera Station Monitoring

- 10.1 CONTRACTOR shall utilize a combination of desktop analysis (Task 8) and the reconnaissance survey (Task 9) to determine appropriate locations for wildlife camera trapping stations.
- 10.2 CONTRACTOR shall deploy a minimum of six (6) motion sensitive, infrared wildlife cameras at the pre-determined locations for a duration of six (6) months totaling at least 1,080 camera trap days. (Camera trap days are determined by multiplying the number of camera traps by the number of days they are operated.) Locations of camera trapping stations may vary throughout the survey period.
- 10.3 CONTRACTOR shall collect data from the camera stations on a weekly basis or greater, as necessary, due to capacity of the on-board hard drives.

EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

- 10.4 CONTRACTOR shall make field observations during monitoring events to include documenting tracks, scat, game trails, bedding areas, feathers, and burrows.
- 10.5 CONTRACTOR shall compile data collected at the wildlife camera trapping stations into a database.
- 10.6 CONTRACTOR shall provide the County with a draft Letter Report and the database for one (1) round of comments.
- 10.7 CONTRACTOR shall provide the County with a Final Letter Report that incorporates the comments from Task 10.5.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$57,800**, plus the increased contingency fee of **\$8,670**, for a total not to exceed **\$86,355** for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibits A and A-1, SCOPE OF SERVICES/PAYMENT PROVISIONS. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

DENISE DUFFY & ASSOCIATES, INC.							
TASKS #	Task Description	Project Manager	Senior Environmental Scientist	Associate Environmental Scientist	Assistant Environmental Scientist	GIS/Computer Specialist	Task Total
	2023 Rates	\$ 175	\$ 143	\$ 117	\$ 104	\$ 111	
1	Document Review/Desktop Analysis	4	8			24	\$4,508
2	Wildlife Camera Station Reconnaissance	4	24	24		8	\$7,828
3	Wildlife Camera Station Monitoring	24	60	120	120	24	\$41,964
<i>Total DDA hours by person</i>		32	92	144	120	56	
Total DDA cost by person		\$ 5,600	\$ 13,156	\$ 16,848	\$ 12,480	\$ 6,216	\$54,300

Expenses		TOTAL COST	\$57,800.00
Equipment			\$1,000.00
Mileage			\$2,500.00
Total Expenses			\$3,500.00

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

EXHIBIT A-1 – SCOPE OF WORK/PAYMENT PROVISIONS

invoices shall reference the Project name, and/or services, and associated Agreement No. 157445, 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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