

Attachment E

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**AMENDMENT NO. 1
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 1 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Hamlin Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the County and PROJECT APPLICANTS are referred to as the "parties").

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR; and

WHEREAS, the Agreement term began on May 4, 2010 but authorization to proceed was not provided to the CONTRACTOR until February 2011 due to delays in obtaining approval of the Agreement by PROJECT APPLICANTS; and

WHEREAS, the Moss Landing Community Plan Update EIR has not been completed and additional time is required to account for time expended for approval of the Agreement during the initial term of the Agreement; and

WHEREAS, the parties wish to amend the Agreement to extend the term to May 31, 2012 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks associated with the completion of the Moss Landing Community Plan Update EIR.

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

Amendment No. 1 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning Department
Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

1. Amend the second sentence of the second paragraph of Paragraph 3, "CONTRACTOR – CONTRACTOR'S Base Budget", to read as follows:

Should AGREEMENT be terminated prior to May 31, 2012, any unearned balance of the \$242,236.70 deposited by PROJECT APPLICANTS to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty days of receipt of notice of termination by COUNTY in proportion to the percentage of funds contributed by each PROJECT APPLICANT.

2. Amend the second sentence of Paragraph 6. a., "Funding Procedures for CONTRACTOR'S Base Budget, Project Contingency, and COUNTY Deposit", to read as follows:

This first deposit shall be made with COUNTY Planning Department upon approval of this AGREEMENT by the Monterey County Board of Supervisors, scheduled on January 11, 2011.

3. Amend the second sentence of Paragraph 6. b., "Funding Procedures for CONTRACTOR'S Base Budget, Project Contingency, and COUNTY Deposit", to read as follows:

This second deposit shall be made with COUNTY Planning Department prior to the issuance of the Draft EIR, currently scheduled for August 1, 2011.

4. Amend the second sentence of Paragraph 6. c.; "Funding Procedures for CONTRACTOR'S Base Budget, Project Contingency, and COUNTY Deposit", to read as follows:

This third deposit shall be made with COUNTY Planning Department prior to the issuance of the Final EIR, currently scheduled for October 1, 2011.

5. Amend Paragraph 9, "Term", to read as follows:

AGREEMENT shall become effective May 4, 2010 and continue through May 31, 2012, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

6. Amend Paragraph 10, "Termination", to read as follows:

AGREEMENT shall terminate on May 31, 2012, but may be terminated earlier by PROJECT APPLICANTS or COUNTY, by giving thirty (30) days' written notice to the other.

7. All other terms and conditions of the Agreement remain unchanged and in full force.

8. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 1 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA – Planning Department
Term: May 4, 2010 – May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Hamlin Properties, LLC

✓ By: Nathan A. Sawyer
(Signature)

Its: Nathan A. Sawyer, Member
(Print Name and Title)

✓ Date: 5/26/11

By: Kim Solano
(Signature)

Its: Kim Solano, Member
(Print Name and Title)

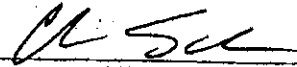
Date: 5/26/11

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

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Moss Landing Community Plan Update EIR
RMA - Planning Department
Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: 

(Signature)

Its: Chris Scholin

President & CEO

(Print Name and Title)

Date: 5/22/11

By: 

(Signature)

Its: JAMES R REHKOPF (ASST. CEO)

(Print Name and Title)

Date: 5/23/11

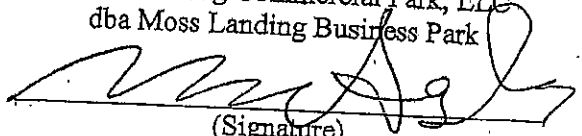
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RMA - Planning Department
Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By:


(Signature)

Its:

Nader Agha, Managing Partner / Member
(Print Name and Title)

Date:

5-31-11

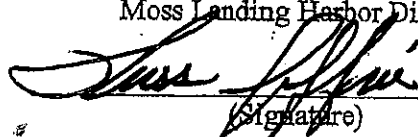
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Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Moss Landing Harbor District

By:


(Signature)

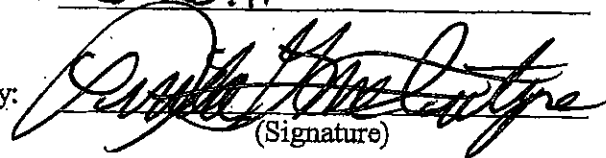
Its:

Russ Jeffries, Board President
(Print Name and Title)

Date:

5-23-11

By:


(Signature)

Its:

Linda G. McIntyre, Board Secretary
(Print Name and Title)

Date:

5-23-11

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

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Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Quin Delta, LLC

By:


(Signature)

Its:

John Gregg, Manager

(Print Name and Title)

Date:

5/25/2011

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RMA - Planning Department
Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

San Jose State University Research Foundation

By:

Gerry Selter
(Signature)

Gerry Selter

Its:

~~Don Kassing, President and Board Chair~~
SJSURF

(Print Name and Title)

Date:

5-26-11

By:

Mary Sidney
(Signature)

Its:

Mary Sidney, COO and Secretary of the
Board SJSURF

(Print Name and Title)

Date:

5-26-11

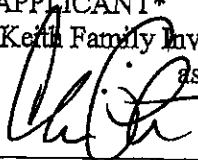
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Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Keith Family Investments, LLC and/or
assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner

(Print Name and Title)

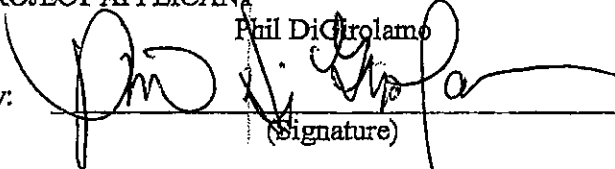
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Moss Landing Community Plan Update EIR
RMA - Planning Department
Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

By: 
Phil DiGirolamo
(Signature)

Its: Phil DiGirolamo, Owner
(Print Name and Title)

Date: 5/21/11

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

Amendment No. 1 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning Department
Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

**AMENDMENT NO. 2
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 2 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Hamlin Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the County and PROJECT APPLICANTS are referred to as the "Parties").

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged CONTRACTOR to prepare the EIR; and

WHEREAS, the EIR for the PROJECT has not been completed; and

WHEREAS, additional time is necessary to allow CONTRACTOR to complete tasks that require review, completion and inclusion into the EIR; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2013 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement for completion of the EIR for the PROJECT.

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

Amendment No. 2 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning Department
Term: May 4, 2010 - May 31, 2013
Not to Exceed: \$334,466.50

1. Amend the second sentence of the second paragraph of Paragraph 3, "CONTRACTOR – CONTRACTOR'S Base Budget", to read as follows:

Should AGREEMENT be terminated prior to May 31, 2013, any unearned balance of the \$242,236.70 deposited by PROJECT APPLICANTS to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty days of receipt of notice of termination by COUNTY in proportion to the percentage of funds contributed by each PROJECT APPLICANT.

2. Amend Paragraph 9, "Term", to read as follows:

AGREEMENT shall become effective May 4, 2010 and continue through May 31, 2013, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

3. Amend Paragraph 10, "Termination", to read as follows:

AGREEMENT shall terminate on May 31, 2013, but may be terminated earlier by PROJECT APPLICANTS or COUNTY, by giving thirty (30) days' written notice to the other.

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA – Planning Department
Term: May 4, 2010 – May 31, 2013
Not to Exceed: \$334,466.50

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 2 as follows:

THE COUNTY OF MONTEREY

By: *W. J. [Signature]*
Director of Planning

Date: 6/4/12

PROJECT APPLICANT*

Elkhorn Slough Foundation

By: *Steven J. Dennis*
(Signature)

Its: Steven J. Dennis, Vice President
(Print Name and Title)

Date: 5/23/12

By: _____
(Signature)

Its: Steven F. Green, Secretary
(Print Name and Title)

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: *Cynthia L. [Signature]*
Deputy County Counsel

Date: 6-1-12

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

Amendment No. 2 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning Department
Term: May 4, 2010 - May 31, 2013
Not to Exceed: \$334,466.50

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 2 as follows:

THE COUNTY OF MONTEREY

By: _____
Director of Planning

Date: _____

PROJECT APPLICANT*

Elkhorn Slough Foundation

By: _____
(Signature)

Its: Steven J. Dennis, Vice President
(Print Name and Title)

Date: _____

By: Steven F. Green
(Signature)

Its: Steven F. Green, Secretary
(Print Name and Title)

Date: May 21, 2012

Approved as to Form and Legality
Office of the County Counsel

By: _____
Deputy County Counsel

Date: _____

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Moss Landing Community Plan Update EIR
RMA - Planning Department
Term: May 4, 2010 - May 31, 2013
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Hamlin Properties, LLC

By: Nathan A. Sawyer
(Signature)

Its: Nathan A. Sawyer, Member
(Print Name and Title)

Date: 5/22/12

By: Kim Solano
(Signature)

Its: Kim Solano, Member
(Print Name and Title)

Date: 5/22/12

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Moss Landing Community Plan Update EIR
RMA - Planning Department
Term: May 4, 2010 - May 31, 2013
Not to Exceed: \$334,466.50


PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: 
(Signature)

Its: Chris Scholin, President & CEO
(Print Name and Title)

Date: May 21, 2012

By: 
(Signature)

Its: James R. Reinke, CFO
(Print Name and Title)

Date: 5/21/12

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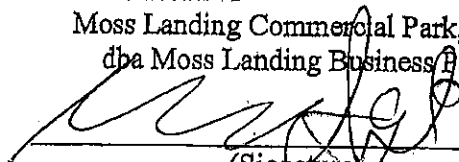
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Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR

RMA - Planning Department
Term: May 4, 2010 - May 31, 2013
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By:



(Signature)

Its:

Nader Agha, Managing Partner / Member
(Print Name and Title)

Date:

May 23, 2012

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Term: May 4, 2010 - May 31, 2013
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Moss Landing Harbor District

By:

Russ Jeffries
(Signature)

Its:

Russ Jeffries, Board President
(Print Name and Title)

Date:

5/30/12

By:

Linda G. McIntyre
(Signature)

Its:

Linda G. McIntyre, Board Secretary
(Print Name and Title)

Date:

5/30/12

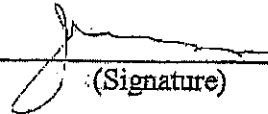
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PROJECT APPLICANT*

Quin Delta, LLC

By:



(Signature)

Its:

John Gregg, Manager

(Print Name and Title)

Date:

5/23/2012

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Moss Landing Community Plan Update EIR

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PROJECT APPLICANT*

San Jose State University Research Foundation

By: Pamela C. Stacks
(Signature)

Its: Pamela C. Stacks, Vice President
~~Gerry Schler, President and Board Chair~~
SJSURF
(Print Name and Title)

Date: 5/22/2012

By: Mary Sidney
(Signature)

Its: Mary Sidney, COO and Secretary of the
Board SJSURF
(Print Name and Title)


Date: 5/23/2012

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PROJECT APPLICANT*

Keith Family Investments, LLC and/or
assignee

By: 
(Signature)

Its: Chris Keith, Managing Partner
(Print Name and Title)

Date: 5/23/12

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PROJECT APPLICANT*

Phil DiGirolamo

By:

(Signature)

Its:

Phil DiGirolamo, Owner
(Print Name and Title)

Date:

5/23/12

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

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ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 3 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Hamlin Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the County and PROJECT APPLICANTS are referred to as the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), and June 4, 2012 (hereinafter, "Amendment No. 2"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR for the PROJECT has not been completed; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR's analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2014 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 3.

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

Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

1. Amend the second sentence of the second paragraph of Paragraph 3, "CONTRACTOR – CONTRACTOR'S Base Budget", to read as follows:

Should AGREEMENT be terminated prior to May 31, 2014, any unearned balance of the \$242,236.70 deposited by PROJECT APPLICANTS to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty days of receipt of notice of termination by COUNTY in proportion to the percentage of funds contributed by each PROJECT APPLICANT.

2. Amend Paragraph 9, "Term", to read as follows:

AGREEMENT shall become effective May 4, 2010 and continue through May 31, 2014, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

3. Amend Paragraph 10, "Termination", to read as follows:

AGREEMENT shall terminate on May 31, 2014, but may be terminated earlier by PROJECT APPLICANTS or COUNTY, by giving thirty (30) days' written notice to the other.

4. All other terms and conditions of the Agreement remain unchanged and in full force.

5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA – Planning
Term: May 4, 2010 – May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Hamlin Properties, LLC

By: Nathan A. Sawyer
(Signature)

Its: Nathan A. Sawyer, Member
(Print Name and Title)

Date: 5/7/13

By: Kim Solano
(Signature)

Its: Kim Solano, Member
(Print Name and Title)


Date: 5/7/13

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

Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: 
(Signature)

Its: Chris Scholin, President & CEO
(Print Name and Title)

Date: April 22, 2013

By: 
(Signature)

Its: JAMES R. RENKOFF, ACTING CFO
C. Michael Pinto, CFO
(Print Name and Title)

Date: 4/23/2013

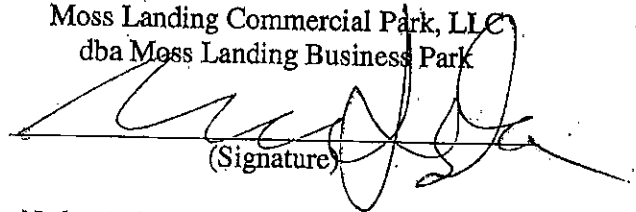
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Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By:


(Signature)

Its:

Nader Agha, Managing Partner / Member
(Print Name and Title)

Date:

4-24-12

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

Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Moss Landing Harbor District

By:

Russ Jeffries
(Signature)

Its:

Russ Jeffries, Board President
(Print Name and Title)

Date:

4/24/13

By:

Linda G. McIntyre
(Signature)

Its:

Linda G. McIntyre, Board Secretary
(Print Name and Title)

Date:

4.22.13

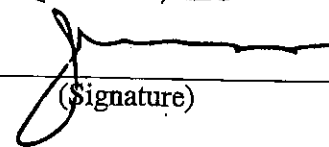
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Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Quin Delta, LLC

By: _____



(Signature)

Its: _____

John Gregg, Manager

(Print Name and Title)

Date: _____

4/23/13

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

Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

San Jose State University Research Foundation

By: Pamela C Stacks
(Signature)

Its: Pamela C. Stacks, Vice President, SJSURF
(Print Name and Title)

Date: 4/24/13

By: Jerri Carmo
(Signature)

Its: Jerri Carmo, Interim
-Mary Sidney, COO and Secretary of the
Board SJSURF
(Print Name and Title)

Date: 4/24/13

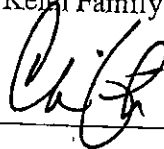
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Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Keith Family Investments, LLC and/or
assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner
(Print Name and Title)

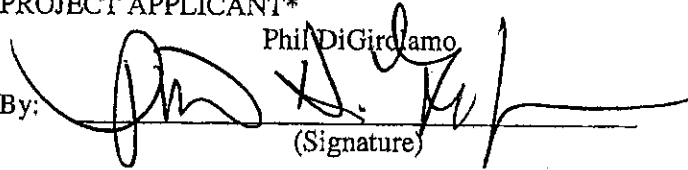
Date:

4/25/13

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

Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

By:  Phil DiGirolamo
(Signature)

Its: Phil DiGirolamo, Owner
(Print Name and Title)

Date: 4/26/13

[Faint, illegible text, possibly a stamp or header]

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

Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

**AMENDMENT NO. 4
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 4 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Hamlin Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), and May 29, 2013 (hereinafter, "Amendment No. 3"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR's analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2015 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 4.

Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

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

1. Amend the second sentence of the second paragraph of Paragraph 3, "CONTRACTOR – CONTRACTOR'S Base Budget", to read as follows:

Should AGREEMENT be terminated prior to May 31, 2015, any unearned balance of the \$242,236.70 deposited by PROJECT APPLICANTS to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty days of receipt of notice of termination by COUNTY in proportion to the percentage of funds contributed by each PROJECT APPLICANT.

2. Amend Paragraph 9, "Term", to read as follows:

AGREEMENT shall become effective May 4, 2010 and continue through May 31, 2015, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

3. Amend Paragraph 10, "Termination", to read as follows:

AGREEMENT shall terminate on May 31, 2015, but may be terminated earlier by PROJECT APPLICANTS or COUNTY, by giving thirty (30) days' written notice to the other.

4. All other terms and conditions of the Agreement remain unchanged and in full force.

5. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA – Planning
Term: May 4, 2010 – May 31, 2015
Not to Exceed: \$334,466.50

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 4 to the Agreement as of the last date opposite the respective signatures below:

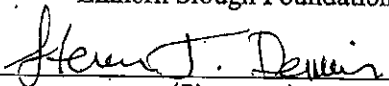
THE COUNTY OF MONTEREY

By: 
Director of Planning

Date: 4/2/14

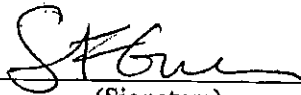
PROJECT APPLICANT*

Elkhorn Slough Foundation

By: 
(Signature)

Its: Steven J. Dennis, Vice President
(Print Name and Title)

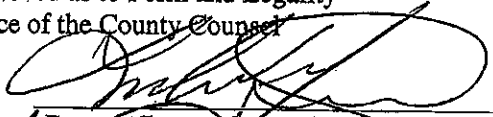
Date: 5/23/14

By: 
(Signature)

Its: Steven F. Green, Secretary
(Print Name and Title)

Date: 5/23/14

Approved as to Form and Legality
Office of the County Counsel

By: 
Deputy County Counsel

Date: 5/30/14

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

Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Hamlin Properties, LLC

By: n/a
(Signature)

Its: Nathan A. Sawyer, Member
(Print Name and Title)

Date: _____

By: Kim Solano
(Signature)

Its: Kim Solano, Member
(Print Name and Title)

Managing Partner
Date: 4/22/14

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

Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: 
(Signature)

Its: Chris Scholin, President & CEO
(Print Name and Title)

Date: 4/25/14

By: 
(Signature)

Its: C. Michael Pinto, CFO
(Print Name and Title)

Date: 4/21/14

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

Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By: 

(Signature)

Its: Nader Agha, Managing Partner / Member
(Print Name and Title)

Date: 5/27/14

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

Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

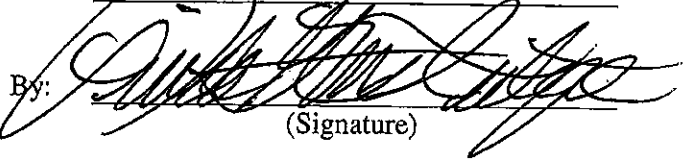
PROJECT APPLICANT*

Moss Landing Harbor District

By: 
(Signature)

Its: Russ Jeffries, Board President
(Print Name and Title)

Date: 5-28-14

By: 
(Signature)

Its: Linda G. McIntyre, Board Secretary
(Print Name and Title)

Date: 5-28-14

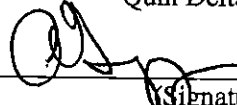
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Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Quin Delta, LLC

By:



(Signature)

ANDREW GREGG, GENERAL COUNSEL

Its:

John Gregg, Manager

(Print Name and Title)

Date:

5/1/14

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Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

San Jose State University Research Foundation

By:

Pamela C Stacks

(Signature)

Its:

Pamela C. Stacks, Vice President, SJSURF

(Print Name and Title)

Date:

4/29/2014

By:

Pamela C Stacks

(Signature)

Its:

Pamela C. Stacks, Interim COO and Secretary
of the Board, SJSURF

(Print Name and Title)

Date:

4/29/2014

PCS

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

Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR

RMA - Planning

Term: May 4, 2010 - May 31, 2015

Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Keith Family Investments, LLC and/or
assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner

(Print Name and Title)

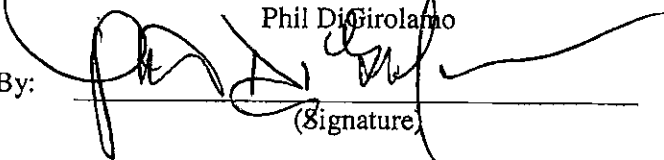
Date:

4/18/14

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Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

By: 
Phil DiGirolamo
(Signature)

Its: Phil DiGirolamo, Owner
(Print Name and Title)

Date: Phil DiGirolamo Owner

April 24, 2014

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

Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

Elkhorn Slough

AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT

4/28/15
(Date)

[Signature]
(Applicant's initials)

[Signature]

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; ~~Hamlin-Haute~~ Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), and June 2, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

Haute

**AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; ~~Hamlin-Haute~~ Haute Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

[Signature]
4/26/2015
(Date)

[Signature]
(Applicant's Initials)

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), and June 2, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

MBARI

**AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

4/23/17
(Date)

AGS
(Applicant's Initials)

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Hamlin-Haute Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), and June 2, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

INADER ABIA

**AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

[Handwritten Signature]
(Date)

[Handwritten Signature]
(Applicant's Initials)

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Hamlin-Haute Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

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WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), and June 2, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

ML Harbor Dist.

AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT

5/15/15
5/15/15
(Date)

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; ~~Harbin-Harte~~ Harbin-Harte Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.


(Applicant's Initials)

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"); June 4, 2012 (hereinafter, "Amendment No. 2"); May 29, 2013 (hereinafter, "Amendment No. 3"); and June 2, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

Quinn
Delta

**AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; ~~Herrin-Haute~~ Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quinn Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

5/11/16
(Date)

[Signature]
(Applicant's initials)

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), and June 2, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

SJSU/MLM

AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT

5/5/2015
(date)

PCS
(Applicant's initials)

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Hamlin-Haute Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Kelth Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

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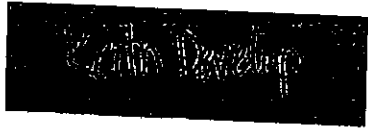
WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged BMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.



**AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; ~~Hamlin-Haute~~ Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

4/29/15
(date)

[Signature]
(Applicant's Initials)

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), and June 2, 2014 (hereinafter, "Amendment No. 4"); and

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WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

Phil DiGirolamo

**AMENDMENT NO. 5
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

5/21/15
(Date)

[Signature]
(Applicant's Initials)

THIS AMENDMENT NO. 5 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; ~~Hawthorne~~ Haute Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quia Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), and June 2, 2014 (hereinafter, "Amendment No. 4"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, additional time is necessary to allow for the CONTRACTOR to continue analysis of compiled information for preparation of the Draft EIR and completion of the EIR for the PROJECT; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term to May 31, 2017 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANTS to the County for costs incurred by CONTRACTOR and County Departments to continue to provide tasks identified in the Agreement and as amended by this Amendment No. 5.

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

1. Amend the second sentence of the second paragraph of Paragraph 3, "CONTRACTOR – CONTRACTOR'S Base Budget", to read as follows:

Should AGREEMENT be terminated prior to May 31, 2017, any unearned balance of the \$242,236.70 deposited by PROJECT APPLICANTS to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty days of receipt of notice of termination by COUNTY in proportion to the percentage of funds contributed by each PROJECT APPLICANT.

2. Amend Paragraph 9, "Term", to read as follows:

AGREEMENT shall become effective May 4, 2010 and continue through May 31, 2017, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

3. Amend Paragraph 10, "Termination", to read as follows:

AGREEMENT shall terminate on May 31, 2017, but may be terminated earlier by PROJECT APPLICANTS or COUNTY, by giving thirty (30) days' written notice to the other.

4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 5 shall be attached to the Agreement and incorporated therein as fully set forth in the Agreement.
6. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

PROJECT APPLICANT*

Haute Properties, LLC

By:

Kim Solano
(Signature)

Its:

Kim Solano, Owner
(Print Name and Title)


Date:

9/28/15

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


PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: 
(Signature)

Its: Chris Scholin, President & CEO
(Print Name and Title)

Date: 4/16/15

By: 
(Signature)

Its: C. Michael Pinto, CFO
(Print Name and Title)

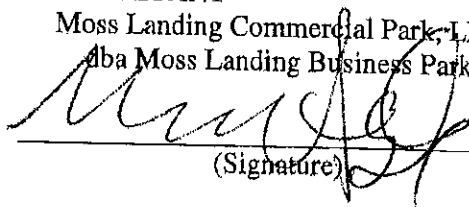
Date: 4/16/15

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

PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By:


(Signature)

Its:

Nader Agha, Managing Partner / Member
(Print Name and Title)

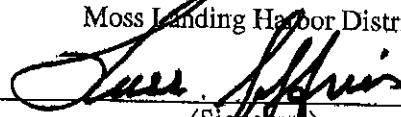
Date: May 15, 2015

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

PROJECT APPLICANT*

Moss Landing Harbor District

By:


(Signature)

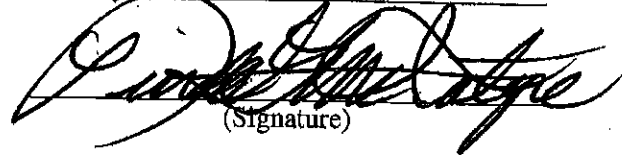
Its:

Russ Jeffries, Board President
(Print Name and Title)

Date:

4.22.15

By:


(Signature)

Its:

Linda G. McIntyre, Board Secretary
(Print Name and Title)

Date:

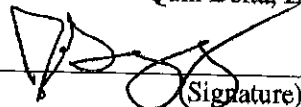
4.22.15

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PROJECT APPLICANT*

Quin Delta, LLC

By:



(Signature)

Its:

John Gregg, Manager
(Print Name and Title)

Date:

5/11/15

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PROJECT APPLICANT*

San Jose State University Research Foundation

By: Pamela C Stacks
(Signature)

Its: Pamela C. Stacks, Vice President, SJSURF
(Print Name and Title)

Date: May 5, 2015

By: Pamela C Stacks
(Signature)

Its: Pamela C. Stacks, Interim COO
and Secretary of the Board, SJSURF
(Print Name and Title)

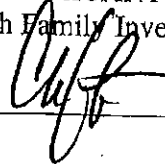
Date: May 5, 2015

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

PROJECT APPLICANT*

Keith Family Investments, LLC and/or assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner

(Print Name and Title)

Date:

4/17/15

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

PROJECT APPLICANT*

By: Phil DiGirolamo
(Signature)

Its: Phil DiGirolamo, Owner
(Print Name and Title)

Date: 4-28-16

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



Monterey County

Board Order

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

Agreement No.: A-11914 & A-11927

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

- a. Approved Amendment No. 6 to Professional Services Agreement No. A-11914 with EMC Planning Group, Inc. (BMC) where the Base budget is increased by \$69,448 to \$324,434 and the Contingency budget is unchanged at \$45,014, for a total amount not to exceed \$369,448 to complete a County-funded Corridor Traffic Study and revise the impact analysis contained in the Environmental Impact Report (EIR) for the Moss Landing Community Plan Update EIR (PD080541) in Moss Landing, for a term through May 31, 2017;
- b. Approved Amendment No. 6 to Funding Agreement No. A-11927 with various Project Applicants where the Project Applicants' portion of the Base budget, Contingency budget and Deposits for County Staff services is unchanged at a total amount not to exceed \$334,467, and the County's portion of the Base budget is increased by \$69,448 to \$139,121, for a total overall budget not to exceed amount of \$473,588 to allow funding by Monterey County for costs incurred by EMC to complete a County-funded Corridor Traffic Study and revise the impact analysis contained in the EIR for the Moss Landing Community Plan Update EIR (PD080541) in Moss Landing, for a term through May 31, 2017; and
- c. Authorized the Director of Planning to execute Amendment No. 6 to Professional Services Agreement No. A-11914, Amendment No. 6 to Funding Agreement No. A-11927 and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved Agreement amounts.
(REF150043/EMC Planning Group, Inc. - PD080541/Environmental Impact Report (EIR) for the Moss Landing Community Plan Update, in Moss Landing)

PASSED AND ADOPTED on this 21st day of July 2015, by the following vote, to wit:

AYES: Supervisors Armenta, Phillips, Salinas, Parker and Potter
NOES: None
ABSENT: None

I, Gail T. Borkowski, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 78 for the meeting on July 21, 2015.

Dated: July 29, 2015
File ID: A 15-250

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

By *Danise Hancock*
Deputy

**AMENDMENT NO. 6
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 6 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Haute Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 4, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), June 2, 2014 (hereinafter, "Amendment No. 4"), and May 26, 2015 (hereinafter, Amendment No. 5"); and

WHEREAS, an Environmental Impact Report (EIR) is required for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") to prepare the EIR for the PROJECT; and

WHEREAS, the EIR has not been completed for the PROJECT; and

WHEREAS, County has identified a need to complete a County-funded Corridor Traffic Study in the Moss Landing Area to better understand options for implementation of the Moss Landing Community Plan Update; and

WHEREAS, County has identified a need to revise the impact analysis to be contained in the EIR to account for a revised project description; and

WHEREAS, due to the CONTRACTOR's detailed knowledge and work history with the PROJECT and as a cost saving measure, County will further engage CONTRACTOR to complete the Corridor Traffic Study as well as the revised impact analysis for the Moss Landing Project; and

WHEREAS, data collected by the CONTRACTOR for the completion of the Corridor Traffic Study may, as time allows, be incorporated into the Final EIR for the PROJECT; and

WHEREAS, the Corridor Traffic Study and the revised impact analysis for the Draft EIR will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$69,448.00 to allow County funding for costs incurred by CONTRACTOR to complete the Corridor Traffic Study and revise the impact analysis for the Draft EIR for completion of the PROJECT as identified in the Agreement and as amended by this Amendment No. 6.

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

1. Amend Paragraph B of "Recitals", to read as follows:

Due to the magnitude and complexity of THE PROJECT, the County of Monterey, Resource Management Agency (RMA), Director of Planning, hereinafter, "DIRECTOR", in conjunction with the RMA - Public Works, and PROJECT APPLICANTS have agreed that it is necessary and desirable that COUNTY engage EMC Planning Group, Inc., hereinafter, "CONTRACTOR", to prepare an Environmental Impact Report, hereinafter, "EIR", attend public hearings and meetings on THE PROJECT, and perform related work. CONTRACTOR shall perform the Scope of Work specified in the Professional Services Agreement between COUNTY and CONTRACTOR, attached to this AGREEMENT as Exhibits "1" and "1A", and incorporated herein by reference as if fully set forth. COUNTY shall manage THE PROJECT work performed by CONTRACTOR.

2. Amend Paragraph C of "Recitals", to read as follows:

COUNTY and PROJECT APPLICANTS hereby agree that COUNTY shall engage CONTRACTOR to provide the services set forth in Exhibits "1" and "1A" of this AGREEMENT.

3. Add Paragraph I to "Recitals", as follows:

COUNTY and PROJECT APPLICANTS acknowledge that the County of Monterey, RMA - Planning will fund the CONTRACTOR's Base budget as set forth in Exhibit "1A" of this AGREEMENT.

4. Amend Paragraph 1, "Maximum Budget for THE PROJECT", to read as follows:

1. **Maximum Budget for THE PROJECT.** The maximum amount assessed for THE PROJECT is increased in the amount of \$69,448.00, for a total amount not to exceed \$473,588.00:

CONTRACTOR's Base Budget:	\$254,986.00
COUNTY Deposit (based on time and materials):	\$ 53,140.00
COUNTY Deposit: (based on percentage of CONTRACTOR's Base Budget and Project Contingency):	\$ 51,000.00
Project Contingency:	\$ 45,014.00
CONTRACTOR's Base Budget (based on Amendment No. 6):	\$ 69,448.00
<u>Maximum Budget Under AGREEMENT:</u>	<u>\$473,588.00</u>

5. Amend the first sentence of Paragraph 3, "CONTRACTOR – CONTRACTOR'S Base Budget", to read as follows:

COUNTY shall engage CONTRACTOR in accordance with the Professional Services Agreement between COUNTY and CONTRACTOR, attached hereto and incorporated by this reference as Exhibits "1" and "1A".

6. All other terms and conditions of the Agreement remain unchanged and in full force.


7. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

8. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

PROJECT APPLICANT*

Haute Properties, LLC

By:


(Signature)

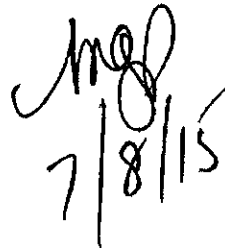
Its:

Kim Solano, Owner
(Print Name and Title)

Date:

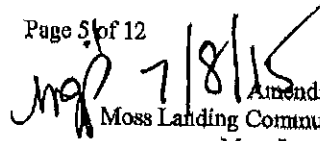
6/10/15

(See page 5.2)



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

Page 5 of 12



Amendment No. 6 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA -- Planning
Term: May 4, 2010 -- May 31, 2017
Not to Exceed: \$334,466.50
Not to Exceed (Overall Amount): 473,588.00

PROJECT APPLICANT*

Haute Properties, LLC

By:

Kim Solano
(Signature)

Its:

Kim Solano, Owner, Managing Member
(Print Name and Title)

Date:

6/10/15

KS
Project Applicant's Initials

7/1/15
Date

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

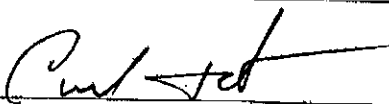
msp 7/8/15

PROJECT APPLICANT*
Monterey Bay Aquarium Research Institute

By: 
(Signature)

Its: Chris Scholin, President & CEO
(Print Name and Title)

Date: June 9, 2015

By: 
(Signature)

Its: C. Michael Pinto, CFO
(Print Name and Title)

Date: 6/9/15

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

PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By: 
(Signature)

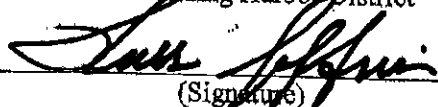
Its: Nader Agha, Managing Partner / Member
(Print Name and Title)

Date: 6-26-15

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

PROJECT APPLICANT*

Moss Landing Harbor District

By: 
(Signature)

Its: Russ Jeffries, Board President
(Print Name and Title)

Date: 6.24.15

By: 
(Signature)

Its: Linda G. McIntyre, Board Secretary
(Print Name and Title)

Date: 6.24.15

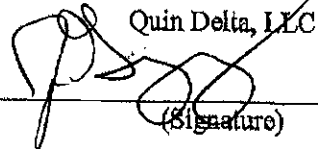
*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth in the Agreement together with the signatures of two specified officers. If PROJECT APPLICANT is a partnership, the name of the partnership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

Amendment No. 6 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2017
Not to Exceed: \$334,466.50
Not to Exceed (Overall Amount): 473,588.00

PROJECT APPLICANT*

Quin Delta, LLC

By:


(Signature)

Its:

John Gregg, Manager

(Print Name and Title)

Date:

6/22/15

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

Amendment No. 6 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2017
Not to Exceed: \$334,466.50
Not to Exceed (Overall Amount): 473,588.00

PROJECT APPLICANT*

San Jose State University Research Foundation

By: Pamela C Stacks
(Signature)

Its: Pamela C. Stacks, Vice President, SJSURF
(Print Name and Title)

Date: June 11, 2015

By: Pamela C Stacks
(Signature)

Its: Pamela C. Stacks, Interim COO
and Secretary of the Board, SJSURF
(Print Name and Title)

Date: June 11, 2015

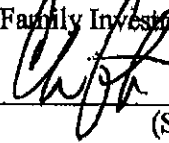
*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth in the Agreement together with the signatures of two specified officers. IF PROJECT APPLICANT is a partnership, the name of the partnership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

Amendment No. 6 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2017
Not to Exceed: \$334,466.50
Not to Exceed (Overall Amount): 473,588.00

PROJECT APPLICANT*

Keith Family Investments, LLC and/or assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner

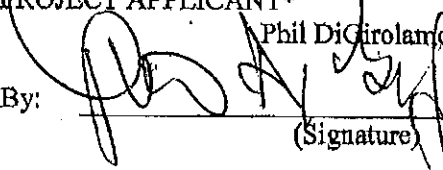
(Print Name and Title)

Date:

6/9/15

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

PROJECT APPLICANT*

By: 
(Signature)

Its: Phil DiGirolamo, Owner
(Print Name and Title)

Date: June 16, 2015

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

Amendment No. 6 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2017
Not to Exceed: \$334,466.50
Not to Exceed (Overall Amount): 473,588.00

EXHIBIT 1A

**AMENDMENT NO. 6 TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
EMC PLANNING GROUP, INC.
AND THE COUNTY OF MONTEREY
FOR THE
MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

**AMENDMENT NO. 6
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 6 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EMC Planning Group, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 9, 2011 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1"), June 5, 2012 (hereinafter, "Amendment No. 2"), May 29, 2013 (hereinafter, "Amendment No. 3"), June 2, 2014 (hereinafter, "Amendment No. 4"), and May 26, 2015 (hereinafter, "Amendment No. 5"); and

WHEREAS, the Environmental Impact Report (EIR) has not been completed for the Moss Landing Community Plan Update (hereinafter, "PROJECT"); and

WHEREAS, County has identified a need to complete a County-funded Corridor Traffic Study in the Moss Landing Area to better understand options for implementation of the Moss Landing Community Plan Update; and

WHEREAS, County has identified a need to revise the impact analysis to be contained in the EIR to account for a revised project description; and

WHEREAS, due to the CONTRACTOR's detailed knowledge and work history with the PROJECT and as a cost savings measure, County will further engage CONTRACTOR to complete the Corridor Traffic Study as well as the revised impact analysis for the Moss Landing Project; and

WHEREAS, data collected by the CONTRACTOR for the completion of the Corridor Traffic Study may, as time allows, be incorporated into the Final EIR for the PROJECT; and

WHEREAS, the Corridor Traffic Study and the revised impact analysis for the Draft EIR will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$69,448.00 to complete the Corridor Traffic Study and revise the impact analysis for the Draft EIR for completion of the PROJECT as identified in the Agreement and as amended by this Amendment No. 6.

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 \$369,448.00.

3. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement remain unchanged and in full force.
5. This Amendment No. 6 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 6 are incorporated into the Agreement and this Amendment No. 6.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 6 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: [Signature]
Director of Planning

BMC Planning Group, Inc.
Contractor's Business Name

Date: 7/3/15

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

Its: Teri Wissler Adam, Vice President
(Print Name and Title)

Date: June 9, 2015

Approved as to Form and Legality
Office of the County Counsel

By: [Signature]
Deputy County Counsel

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

Its: Teri Wissler Adam, Secretary
(Print Name and Title)

Date: 6-30-15

Date: June 9, 2015

Approved as to Fiscal Provisions

By: [Signature]
CNSF DEPUTY Auditor/Controller

Date: 6/16/15

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, Resource Management Agency – Planning,
hereinafter referred to as “County”

and

EMC Planning Group, Inc., hereinafter referred to as “CONTRACTOR”

A. SCOPE OF SERVICES

CONTRACTOR will provide a Corridor Traffic Study and a revised impact analysis for the Moss Landing Community Plan Update Environmental Impact Report (EIR) to reflect changes in build-out capacity of the Community Plan.

- 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:

Weekend Traffic Counts:

Conduct one (1) day of weekend peak period traffic counts (11:00 a.m. to 3:00 p.m.) to support possible analysis of weekend traffic in Moss Landing. Advise whether an analysis of weekend traffic is justified for the Moss Landing Community Plan Update EIR.

Cost: \$2,500

Weekend Traffic Analysis (Optional Task):

After weekend traffic counts are concluded, a need to analyze weekend traffic for the Moss Landing Community Plan Update EIR may be required. Once a determination of the need for the analysis is made, CONTRACTOR shall prepare the analysis of weekend traffic to be included in the Moss Landing Community Plan Update EIR being prepared to support the adoption of the Moss Landing Community Plan.

Optional services described above shall not be provided unless authorized in writing by the County's Project Planner prior to optional services being provided.

Cost: \$4,500

Traffic Report:

Prepare a Corridor Traffic Study for the portion of State Route 1 from Jetty Road to just south of Potrero Road, and update the traffic impact analysis related to the Community Plan build-out, and to separate out Phase III projects from the Existing Plus Monterey Bay Aquarium Research Institute (MBARI) scenario.

Cost: \$50,000

Noise Report:

Review of revised traffic report, re-calculation of traffic noise exposures, and revision of report.

Cost: \$1,000

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Water Supply:

Review the County's revised water use numbers and update the prior work product as a water supply evaluation.

Cost: \$2,760

CaleEMod Air Quality and Greenhouse Gas Emission Modeling:

Update CaleEMod computer modeling. New Community Plan development assumptions will be entered in the CaleEMod air and greenhouse gas emissions modeling program and provide new emission data generated as a .pdf file for County use. The MBARI model run will be revised to remove Phase III components, consistent with the traffic report. This work will be conducted by CONTRACTOR.

Cost: \$2,500

Sub-Consultant Overhead:

A five percent (5%) sub-consultant overhead will be charged to administer contracts, coordinate work, review work products, and for communication with sub-consultants.

Cost: \$2,688

Excess Administrative Costs through May 31, 2017:

Additional administrative costs will be accrued and are expected to be incurred through May 31, 2017 in accordance with the Agreement.

Cost: \$3,500

A.2 CONTRACTOR shall produce the following deliverables as indicated below:

Report Preparation:

For all tasks involving revised reports or data, CONTRACTOR will provide the revised reports and/or data outputs in electronic format (.pdf and/or Microsoft Word) to the County to allow the County to make revision to the proof Draft EIR. All information will be forwarded to the following individual:

Martin Carver, AICP
Management Specialist
County of Monterey, Resource Management Agency – Planning
168 West Alisal Street, 2nd Floor
Salinas, CA 93901
Email: carverm@co.monterey.ca.us
Telephone: (831) 796-6049

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$69,448 for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibit A-1, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the following costs:

Cost	
Task	Task Total
Weekend Traffic Counts	\$ 2,500
Weekend Traffic Analysis (Optional)	\$ 4,500
Traffic Report	\$ 50,000
Noise Report	\$ 1,000
Water Supply	\$ 2,760
CalEEMod Air Quality and Greenhouse Gas Emission Modeling	\$ 2,500
Sub-Consultant Overhead	\$ 2,688
Excess Administrative Costs	\$ 3,500
Grand Total:	\$ 69,448

There shall be no travel reimbursement allowed during this Agreement.

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

EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoices for work products / deliverables under the Agreement shall be submitted when the work product is complete, shall identify the document or work product being delivered and shall include the following:

1. Invoice Coversheet

EMC Planning Group, Inc.
Moss Landing Community Plan Update Environmental Impact Report

Date: _____ Invoice No. _____

Original Agreement Term: May 4, 2010 to May 31, 2011
Original Agreement Amount: \$ 300,000.00 (\$254,986.00 base budget plus \$45,014.00 project contingency)

- Amendment No. 1: Term Extension to May 31, 2012*
- Amendment No. 2: Term Extension to May 31, 2013*
- Amendment No. 3: Term Extension to May 31, 2014*
- Amendment No. 4: Term Extension to May 31, 2015*
- Amendment No. 5: Term Extension to May 31, 2017*

<i>This Invoice:</i>	<i>\$ 2,500.00</i>	<i>Weekend Traffic Counts</i>	_____
	<i>\$ 4,500.00</i>	<i>Weekend Traffic Analysis (Optional)</i>	_____
	<i>\$ 50,000.00</i>	<i>Traffic Report</i>	_____
	<i>\$ 1,000.00</i>	<i>Noise Report</i>	_____
	<i>\$ 2,760.00</i>	<i>Water Supply</i>	_____
	<i>\$ 2,500.00</i>	<i>CalEEMod Air Quality and Greenhouse Gas Emission Modeling</i>	_____
	<i>\$ 2,688.00</i>	<i>Sub-Consultant Overhead</i>	_____
	<i>\$ 3,500.00</i>	<i>Excess Administrative Costs</i>	_____
Total:			<u>\$69,448.00</u>

Remaining Balance \$ _____

Approved as to Work/Payment: _____ Date: _____
Martin Carver, Management Specialist

All Invoices Are To Be Sent To:
 Diana Lemos, Account Clerk
 County of Monterey Resource Management Agency - Planning
 168 West Alisal Street, 2nd Floor, Salinas, CA 93901
 Telephone: (831) 755-5220

2. Invoice Detail

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.

**AMENDMENT NO. 7
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 7 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Elkhorn Slough Foundation; Haute Properties, LLC; Monterey Bay Aquarium Research Institute; Moss Landing Commercial Park, LLC dba Moss Landing Business Park; Moss Landing Harbor District; Quin Delta, LLC; San Jose State University Research Foundation; Keith Family Investments, LLC and/or assignee; and Phil DiGirolamo (hereinafter, "PROJECT APPLICANTS") is hereby entered into between the County and the PROJECT APPLICANTS (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement") to provide an Environmental Impact Report (hereinafter, "EIR") for the Moss Landing Community Plan Update (hereinafter, "Project") through May 31, 2011 for an amount not to exceed \$334,466.50; and

WHEREAS, Agreement was amended by the Parties on May 31, 2011 (hereinafter, "Amendment No. 1") to extend the term for one (1) additional year through May 31, 2012 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 4, 2012 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through May 31, 2013 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 29, 2013 (hereinafter, "Amendment No. 3") to extend the term for one (1) additional year through May 31, 2014 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 2, 2014 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through May 31, 2015 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 26, 2015 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through May 31, 2017 with no increase in the not to exceed amount, and also made a change in name only replacing Hamlin Properties, LLC with Haute Properties, LLC; and

WHEREAS, Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 6", including Exhibit 1A, Amendment No. 6 to the Professional Services Agreement between EMC Planning Group, Inc. and the County of Monterey for the Moss Landing Community Plan Update Environmental Impact Report) to increase the amount of the Contractor's Base Budget by \$69,448.00 (County funded amount) which resulted in a total of the Maximum Budget Under Agreement in the amount of \$473,588.00 with no extension to the term; and

WHEREAS, County engaged EMC Planning Group, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, the EIR has not been completed for the Project; and

WHEREAS, County has identified a need to complete a County-funded Corridor Traffic Study in the Moss Landing Area to better understand options for any needed infrastructure improvements to incorporate into the Project Description; and

WHEREAS, County has identified a need to revise the impact analysis to be contained in the EIR to account for a revised Project Description; and

WHEREAS, due to the Contractor's detailed knowledge and work history with the Project and as a cost saving measure, County will further engage Contractor to complete the Corridor Traffic Study as well as the revised impact analysis for the Project; and

WHEREAS, data collected by the Contractor for the completion of the Corridor Traffic Study may be incorporated into the Draft EIR for the Project; and

WHEREAS, the Corridor Traffic Study and the revised impact analysis for the Draft EIR will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to May 31, 2018 with no associated dollar amount increase to the PROJECT APPLICANTS nor the County and allow County Departments and Contractor to continue to provide the services identified in the Agreement and as amended by this Amendment No. 7.

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

1. Amend the second sentence of the second paragraph of Paragraph 3, "**CONTRACTOR – CONTRACTOR'S Base Budget**", to read as follows:

Should AGREEMENT be terminated prior to May 31, 2018, any unearned balance of the \$242,236.70 deposited by the PROJECT APPLICANTS to fund the base contract of CONTRACTOR shall be returned to PROJECT APPLICANTS within sixty (60) days of receipt of notice of termination by COUNTY in proportion to the percentage of funds contributed by each PROJECT APPLICANT.

2. Amend Paragraph 9, "**Term**", to read as follows:

AGREEMENT shall become effective May 4, 2010 and continue through May 31, 2018, unless terminated earlier by PROJECT APPLICANTS or COUNTY pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

3. Amend Paragraph 10, "**Termination**", to read as follows:

AGREEMENT shall terminate on May 31, 2018, but may be terminated earlier by PROJECT APPLICANTS or COUNTY, by giving thirty (30) days' written notice to the other.

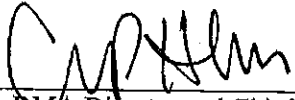
4. Amend the "TO COUNTY" section of Paragraph 23, "**Notices**", to read as follows:

Carl P. Holm, AICP
RMA Director and Chief of Planning
County of Monterey
Resource Management Agency – Land Use and Community Development
168 West Alisal Street, 2nd Floor
Salinas, CA 93901

5. All other terms and conditions of the Agreement remain unchanged and in full force.
6. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
7. The recitals to this Amendment No. 7 are incorporated into the Agreement and this Amendment No. 7.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

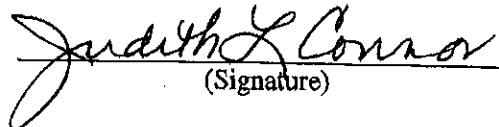
COUNTY OF MONTEREY

By: 
RMA Director and Chief of Planning

Date: 23 May 2017

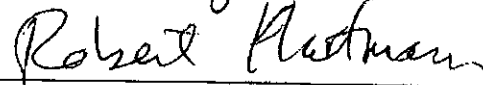
PROJECT APPLICANTS*

Elkhorn Slough Foundation

By: 
(Signature)

Its: Judith Connor, Vice President
(Print Name and Title)

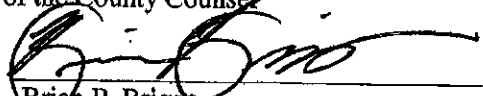
Date: 10 May 2017

By: 
(Signature)

Its: Robert Hartmann, Secretary
(Print Name and Title)

Date: 15 May 2017

Approved as to Form and Legality
Office of the County Counsel

By: 
Brian P. Briggs
Deputy County Counsel

Date: 5-18-17

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

PROJECT APPLICANT*

Haute Properties, LLC

By:



(Signature)

Its:

Kim Solano, Owner, Managing Member

(Print Name and Title)

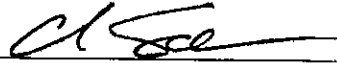
Date:

4/6/17

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Amendment No. 7 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2018
Not to Exceed: \$334,466.50
Not to Exceed (Overall Amount): 473,588.00

PROJECT APPLICANT*
Monterey Bay Aquarium Research Institute

By: 
(Signature)

Its: Chris Scholin, President & CEO
(Print Name and Title)

Date: 4/6/17

By: 
(Signature)

Its: Basilio Martinez, CFO
(Print Name and Title)

Date: April 6, 2017

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PROJECT APPLICANT*

**Moss Landing Commercial Park, LLC
dba Moss Landing Business Park**

By: 
(Signature)

Its: Nader Agha, Managing Partner / Member
(Print Name and Title)

Date: 4-7-17

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Not to Exceed: \$334,466.50
Not to Exceed (Overall Amount): 473,588.00

PROJECT APPLICANT*

Moss Landing Harbor District

By: *Russ Jeffries*
(Signature)

Its: Russ Jeffries, Board President
(Print Name and Title)

Date: 4.26.17

By: *Vince Ferrante*
(Signature)

Its: Vince Ferrante, Board Secretary
(Print Name and Title)

Date: 4.26.17

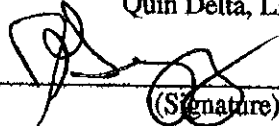
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Not to Exceed (Overall Amount): 473,588.00

PROJECT APPLICANT*

Quin Delta, LLC

By:



(Signature)

Its:

John Gregg, Manager

(Print Name and Title)

Date:

4/30/17

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PROJECT APPLICANT*

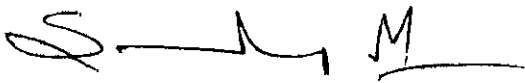
San Jose State University Research Foundation

By:  4/12/17
(Signature)

Its: Pamela C. Stacks,
Associate Vice President for Research,
SJSURF

(Print Name and Title)

Date: _____

By: 
(Signature)

Its: Sandeep Muju, Ph.d.
Secretary of the Board
SJSURF

(Print Name and Title)

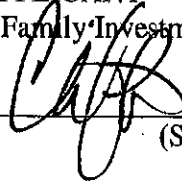
Date: 4/12/17

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PROJECT APPLICANT*

Keith Family Investments, LLC and/or assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner

(Print Name and Title)

Date:

4/12/17

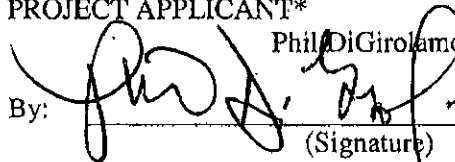
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PROJECT APPLICANT*

Phil DiGirolamo

By:


(Signature)

Its:

Phil DiGirolamo, Owner

(Print Name and Title)

Date:

4/17/17

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Page 12 of 12

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Riley-Olms, Karen x5132

From: Olvera, Christopher@DWR <Christopher.Olvera@water.ca.gov>
Sent: Wednesday, September 20, 2017 9:54 AM
To: Riley-Olms, Karen x5132; Beretti, Melanie x5285
Subject: RE: Prop 1 QR 1

Karen,

Here are my notes on the package.

- Unsure what pg 13 of the PDF is for. I believe it is proof of payment but unclear how. All I would need for proof of payment is a paid stamp on the invoice with a date. If you want to include items like pg 13 then put a text box in the PDF on that page that explains what is going on in it.
- Invoice 04_2016 has the wrong Invoice date. I believe it should be June and not January on the invoice from WRA. If that is correct please strike out the Jan date and replace it with Jun.
- PDF 24 and 27 are duplicates of pg 20 and 21
- Monterey county time statements (e.g., p. 22-23) are included to back-up the county invoices, I believe. If they you are going to include these, you should include them for all county invoices, and it should be clear that they cover the same time period. The time statement on p. 22 is for the period of 3/5/16 to 4/29/16, which coincides with invoice No. 04_2016, not invoice No. 06_2016, where it is located in the package.
- The last two USGS invoices in the pack are missing descriptions of work. Is the work still in TAC meetings or is it some other task 3 work? Adding a text box in the invoices with short description of work would help.
- All work done, that is represented by the invoices in the pack, should be called out by the Progress Report. You don't have to talk about each one just something like 'WRA worked on such and such task during the months of ...'. I should be able to pick up an invoice and match it up to something within the PR.
- Add paid date column. I need this to easily group invoices to DWR invoice because we are going off of paid date and not invoice date. Keep the invoice date column.
- Add page numbers to invoice pack and include the page numbers to the summary table.
- Fill out a DWR invoice for this pack, convert it to PDF, and then place it as the first page of this pack.

Once items are complete, email the PDF of the Invoice pack, the Progress report that covers the Invoice date, and all deliverables that are called out in the Progress Report.

I will not be in my office for the remainder of the day because I will be helping with the DWR SGMA meeting in Clovis. If you have any questions please email me or leave a phone message and I will get back to you tomorrow.

Chris Olvera
Engineering Geologist
Department of Water Resources
3374 East Shields Avenue
Fresno, California 93726
(559) 230-3373

From: Riley-Olms, Karen x5132 [mailto:Rileyka@co.monterey.ca.us]
Sent: Wednesday, September 20, 2017 8:58 AM
To: Beretti, Melanie x5285; Olvera, Christopher@DWR
Subject: RE: Prop 1 QR 1

Hi Chris,
Yes, that is the correct package.

Thanks,
Karen

Karen Riley-Olms
Management Analyst

County of Monterey
Resource Management Agency
1441 Schilling Place
Salinas, CA 93901
831.755.5132 (o)
831.383.2020 (c)

Look up permit status online: <https://aca.accela.com/monterey>

From: Beretti, Melanie x5285
Sent: Tuesday, September 19, 2017 2:00 PM
To: Olvera, Christopher@DWR <Christopher.Olvera@water.ca.gov>; Riley-Olms, Karen x5132 <Rileyka@co.monterey.ca.us>
Subject: RE: Prop 1 QR 1

Hi Chris,
Karen has been out of the office yesterday and today, and will follow up when she returns to work.
Kindly,
Melanie

Melanie Beretti | Special Programs Manager
Office | 831-755-5285

From: Olvera, Christopher@DWR [<mailto:Christopher.Olvera@water.ca.gov>]
Sent: Tuesday, September 19, 2017 1:59 PM
To: Riley-Olms, Karen x5132 <Rileyka@co.monterey.ca.us>
Cc: Beretti, Melanie x5285 <BerettiM@co.monterey.ca.us>
Subject: RE: Prop 1 QR 1

Karen,

You didn't get back to me about the invoice package so I just did the review assuming that it was the proper one. I have comments on the package but let me know if I got the right one before I write my eval for it.

Also, it looks like Ben Gooding will be back on Wednesday. I will give him updates and hand the grant back to him.

Thank you

Chris Olvera
Engineering Geologist
Department of Water Resources
3374 East Shields Avenue
Fresno, California 93726
(559) 230-3373

From: Olvera, Christopher@DWR
Sent: Monday, September 18, 2017 11:13 AM
To: Riley-Olms, Karen x5132
Cc: Beretti, Melanie x5285
Subject: RE: Prop 1 QR 1

I just reread my email to you. So sorry for all the typos. The typo that needs attention is the end date of my third bullet. It should be December 31, 2016 and not December 13, 2016.

Attached is the invoice package that I have on file for Monterey. Is this the current one?

-Chris

From: Olvera, Christopher@DWR
Sent: Monday, September 18, 2017 10:57 AM
To: 'Riley-Olms, Karen x5132'
Cc: Beretti, Melanie x5285
Subject: Prop 1 QR 1

Karen,

I created a partial progress report 1 for you using the template that was provided in kick off materials and PR period 7/1/2015 to 12/31/2016. Please use this format going forward. Notes to complete PR1:

- Fill in 'prepared date'.
 - Because the prepared date of the PR should be after the reporting period, deliverable of PR1 should not be reported in PR1. The deliverable for PR1 should be reported in the PR that has a reporting period that covers the date prepared.
- 1. *Project description* should never change on any PR unless the project is amended
- 2. *Project progress*- Use format given for Task 1/ sub task 1.1 for the remaining subtasks of Task 1 as well as Task 2 and 3.
 - *Include descriptions of work done that dates back to July 1 2015 (earliest date claimed in DWR invoice) and up December 13, 2016.*
- 3. *Issues or concerns...* : Let the PM know if there are or maybe scheduling or budget changes. From our conversation last week I don't believe this is an issue with you yet.
- 4. *Activities*. Place all projected activities for the following PR.
- 5. *Deliverables* : I created a table that shows all deliverables that handed in to with the progress report. Please fill in task number, deliverable name which is exactly the same as in the agreement, and the file name. You can change the table design to make it look pretty; I used the most simple way to display the info.

- Include all deliverables, in state PDFs per deliverable, when submitting the PR.
 - One item that is not on the deliverable list is the Rate Sheet. I will need that for the first Invoice submittal and resubmit if there are any changes to it during the grant.

Once this is done convert the doc into a PDF, assign proper naming convention, and email to me. I know this seems like a lot of work but after the first PR, the rest get much easier. Let me know if you have any questions.

Chris Olvera
Engineering Geologist
Department of Water Resources
3374 East Shields Avenue
Fresno, California 93726
(559) 230-3373