

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 2 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (“County”) and Rincon Consultants, Inc. (“CONTRACTOR”), is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with the County on March 23, 2021 (“Agreement”) to provide an Initial Study and proposed Mitigated Negative Declaration (“services”) for the Chapin Commercial Cannabis Project (“Project”) through January 31, 2022 for an amount not to exceed \$23,115;

WHEREAS, the Agreement was amended by the Parties on January 11, 2022 (“Amendment No. 1”) to extend the term of the Agreement one (1) year to January 31, 2023 with no associated increase to the not to exceed amount of \$23,115;

WHEREAS, Project Applicant will be submitting an operational plan to include additional uses for the Project;

WHEREAS, additional time is needed to allow Project Applicant to submit an operational plan and to allow CONTRACTOR to update the Initial Study to include the operational plan submitted by the Project Applicant;

WHEREAS, CONTRACTOR’s Standard Fee Schedule requires inclusion effective upon the date of final execution of this Amendment No. 2 which is the last date opposite the respective signatures below and further set out in Exhibit A-2, attached hereto and incorporated herein by reference;

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to January 31, 2024, and to add the Standard Fee Schedule, with no associated dollar amount increase to the total not to exceed amount of \$23,115 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 2.

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

1. Amend the first sentence of Paragraph 3, TERM OF AGREEMENT, to read as follows:

The term of this Agreement is from March 16, 2021 to January 31, 2024.

2. Amend Exhibit A, Paragraph B. Payment Provisions, to include Exhibit A-2, Standard Fee Schedule.

Amendment No. 2 to Professional Services Agreement
Rincon Consultants, Inc.
Chapin Commercial Cannabis Project IS-MND
Housing and Community Development (HCD)
Term: March 16, 2021 – January 31, 2024
Not to Exceed: \$23,115

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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Amendment No. 2 to Professional Services Agreement
Rincon Consultants, Inc.
Chapin Commercial Cannabis Project IS-MND
Housing and Community Development (HCD)
Term: March 16, 2021 – January 31, 2024
Not to Exceed: \$23,115

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: *Erik V. Lundquist*
DocuSigned by:
Erik V. Lundquist, AICP, Director
Housing and Community Development
Date: 1/24/2023

Rincon Consultants, Inc.
Contractor's Business Name
By: *Jennifer Haddow*
DocuSigned by:
Jennifer Haddow
(Signature of Chair, President or Vice President)
Jennifer Haddow, Executive Vice President

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

Date: 1/17/2023

By: *Sean Collins*
DocuSigned by:
Sean M. Collins
Deputy County Counsel
Date: 1/17/2023

By: *Richard Daulton*
DocuSigned by:
Richard Daulton
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)
Richard Daulton, Corporate Secretary

Approved as to Fiscal Provisions

Date: 1/13/2023

By: *Jennifer Forsyth*
DocuSigned by:
Jennifer Forsyth
Auditor-Controller
Date: 1/18/2023

**Approved as to Indemnity and Insurance Provisions
Office of the County Counsel**

By: N/A
Danielle P. Mancuso
Risk Manager

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

Amendment No. 2 to Professional Services Agreement
Rincon Consultants, Inc.
Chapin Commercial Cannabis Project IS-MND
Housing and Community Development (HCD)
Term: March 16, 2021 – January 31, 2024
Not to Exceed: \$23,115

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
AND
Rincon Consultants, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work to prepare an Initial Study and proposed Mitigated Negative Declaration (IS-MND) (Services) for the Chapin Commercial Cannabis Project (Project). The property owners and Project Applicants are Donald D. Chapin and Barbara A. Chapin, Co-trustees of the Chapin Living Trust dated April 27, 1999 (Project Applicants). The proposed Project consists of: a General Plan Amendment to adopt a Special Treatment Area to allow commercial cannabis retail sales; an Administrative Permit to allow commercial cannabis retail sales, commercial cannabis processing, and cannabis cultivation in existing greenhouse for display purposes only; and amendment to a previously approved General Development Plan, to allow the aforementioned uses in place of the existing landscaping business.

The CONTRACTOR shall provide the Services associated with the Project as set forth below:

Task 1: Kickoff Meeting and Data Acquisition

CONTRACTOR shall schedule a brief kickoff meeting upon notice to proceed that would be held via conference call. The purpose of the meeting would be to allow County and CONTRACTOR to discuss the project description, and approach to environmental evaluation, existing conditions and baseline for the analysis. This task additionally includes limited coordination to receive additional project information and background studies, as available.

Task 2: Administrative Draft IS-MND

CONTRACTOR shall prepare an Administrative Draft IS-MND for review by County. CONTRACTOR shall use the County’s preferred format. The Administrative Draft IS-MND will address all items on the environmental checklist at a sufficient level of detail to allow for the determination of levels of significance. Where appropriate and necessary, impacts will be quantified, and feasible mitigation measures will be provided. As noted below, assumptions are made; these assumptions are subject to the analysis to be done as part of the Initial Study, and if additional work is needed, it is understood that such additional work may require augmentation of the budget via contract amendment and augmentation of the funds provided by application for CONTRACTOR services. Key issues are anticipated to include: Biological Resources, Cultural Resources, Hazards and Hazardous Materials, Transportation, and Tribal Cultural Resources. Each of these key issue areas are described briefly below.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

- **Biological Resources.** The project site is almost entirely disturbed, with ornamental landscape vegetation throughout the site. It is anticipated that a desktop review of biological resources will be adequate to address potential impacts, as no new construction or ground disturbance would occur as a result of the project. The desktop review will include review of readily available existing information, project plans, aerial imagery, databases (i.e. California Natural Diversity Database [CNDDDB] and California Native Plant Society [CNPS] rare plant inventory) and other available literature. It is also assumed that no trees would be removed or damaged as a result of the project. The site is not expected to provide suitable habitat for special status biological resources.
- **Cultural Resources.** CONTRACTOR understands that some of the existing on-site structures are of a historic age; however, it is assumed that the project would not modify, alter, or remove all or portions of any potentially historic structures, and a formal historic analysis is not required. If this is not the case, a detailed historic resources analysis can be provided for an additional fee upon request.

It is anticipated that a desktop review of archaeological resources will be adequate to address potential impacts to archaeological resources, as no new construction or ground disturbance would occur as a result of the project. It is assumed that a records search with the Northwest Information Center, search of the Native American Heritage Commission's (NAHC) Sacred Lands File, and field survey would not be required, as ground disturbance is not proposed. Should the assumptions described above be incorrect, additional efforts be needed (e.g., records search data, Native American outreach, field survey) can be provided for an additional fee.

- **Hazards and Hazardous Materials.** CONTRACTOR shall conduct a review of the California Department of Toxic Substances Control EnviroStor and California State Water Resources Control Board GeoTracker databases for current published hazardous materials records in the vicinity of the project site. If hazardous sites are identified on or near the project site, this section of the IS-MND will evaluate the potential for significant impacts related to hazardous materials and, if necessary, provide mitigation measures. In addition, the section will assess the potential for exposure of future on-site users to loss, injury, or death as a result of wildland fire and consistency with Fire Department requirements for adequate emergency access. The IS-MND will examine these issues and provide appropriate mitigation.
- **Transportation.** The project will generate vehicle trips during project construction and operations. A Traffic Study completed by Keith Higgins in October 2019 provides the anticipated trip generation and analysis of level of service (LOS) impacts, but does not provide an estimate or analysis of vehicle miles traveled (VMT) impacts. Per Senate Bill (SB) 743, CEQA now requires VMT analysis, thus the Project Applicants will submit a professionally prepared analysis for review

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task 3: Public Review Draft IS-MND

After County staff has prepared comments and suggested revisions to the administrative draft, CONTRACTOR shall edit the document and prepare it for release to the public. CONTRACTOR shall prepare a Notice of Intent (NOI) to Adopt an IS-MND, as well as a notice for publication in a newspaper of general circulation. County will coordinate publication of the notice in a local newspaper and conduct other public noticing requirements (including submitting the IS-MND to the State Clearinghouse (SCH), posting the NOI with the County Clerk, and mailing copies and/or notices to interested parties. CONTRACTOR will provide one electronic PDF copy of the Public Review Draft IS-MND for posting on the County's website. Hard copies of the Public Review Draft IS-MND can be provided for an additional fee.

Task 4: Project Management

This task includes management and coordination through the duration of the project, including coordination with County staff; project oversight; budget and schedule management; and project accounting including billing and accounts receivable efforts.

SCHEDULE

CONTRACTOR proposes an approximate twenty-three (23) week schedule for preparation of the IS-MND, as presented in the table below. Delays in receiving requested information or responses by others may result delays in the overall schedule.

CONTRACTOR assumes a two-week turnaround by the County of internal review work products and a 30-day public review period.

CONTRACTOR shall respond to one round of comments on each deliverable.

The following outlines the schedule for completion of the work program.

Task	Timing	Total Time Elapsed
Notice to Proceed	----	---
Kickoff Meeting	1 week after Notice to Proceed	1 week
County Comments	2 weeks	3 weeks
Administrative Draft IS-MND	Within 8 weeks of receipt of project details or within 2 weeks of receipt of a VMT study, whichever is later.	Approximately 10 weeks
County Comments	2 weeks	12 weeks

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Task	Timing	Total Time Elapsed
Public Review Draft IS-MND	Within 2 weeks of receipt of comments on the Amin Draft IS-MND.	14 weeks
➤ Public Review Period	30 days (5 weeks)	19 weeks
County Comments	2 weeks	21 weeks
Contractor Response	2 weeks	23 weeks

ASSUMPTIONS

This scope and budget make various assumptions, as listed below. These assumptions are subject to the analysis to be done as part of the Initial Study, and if additional work is needed, it is understood that such additional work may require augmentation of the budget via contract amendment and augmentation of the funds provided by application for CONTRACTOR services.

The existing on-site structures are not considered historic for the purposes of CEQA, and no modification, alteration, or removal of on-site structures is proposed.

No new construction or ground disturbance is proposed as part of the project.

No special status species, their habitat, or jurisdictional waters are present on the project site or would be affected by the proposed project.

No trees will be removed or damaged as part of the project.

An updated Traffic Study that includes an analysis of VMT will be provided for incorporation into the IS-MND.

County shall conduct government-to-government tribal noticing under AB 52, the results of which will be made available for use in preparation of the Tribal Cultural Resources section of the IS-MND.

The analysis will rely on existing technical studies, photographs, and information from staff; this scope does not include formal peer review, a site visit, agency consultation, or permitting assistance.

CONTRACTOR'S attendance at public hearings will not be needed.

County shall assume responsibility for the approved IS-MND and will solely defend the document if legal challenges are presented.

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Only digital copies will be submitted.

County shall not require CONTRACTOR to prepare a Final IS-MND and County shall respond to comments on the Draft IS-MND as needed. However, CONTRACTOR shall be responsible for making minor amplifications and clarifications to the initial study if warranted after the public review period.

All written reports required under this Agreement must be delivered in accordance with the above Task schedule to the following individual:

Son Pham-Gallardo, Associate Planner
County of Monterey
Housing and Community Development (HCD)
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527
Email: Pham-GallardoS@co.monterey.ca.us

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed \$23,115.00 (\$18,115.00 for Base Budget plus \$5,000.00 in Project Contingency) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the attached Cost Estimate.

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 to any other client for the same services performed by the same individuals.

B.2 CONTRACTOR'S BILLING PROCEDURES

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

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

Invoices under this Agreement shall be submitted promptly and in accordance with Paragraph 6, "Payment Conditions", of this Agreement. All invoices shall reference the

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Project name and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@co.monterey.ca.us:

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

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

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.2.1 Invoice Detail

Each invoice for deliverables shall indicate percentage of completion of the task and include the invoice amount in association with the actual deliverables performed and shall be within the “Not to Exceed” budget amount allocated for the Project.

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

Any subconsultant services must be invoiced based on the Subconsultant fee and the allowable overhead cost.

The HCD Director or designee may request documentation of the number of hours worked by task and by staff member, with the corresponding billing rates and/or the subconsultant costs. The information will be used to complete the file and to ensure proper payment for deliverables/services.

B.3 Transfer from Project Contingency Account

EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

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

A recommendation for such a transfer shall be presented in writing by CONTRACTOR to the HCD Director and/or Project Planner, with a duplicate original delivered to the Contract Administrator, at the earliest possible date. The recommendation shall include:

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

Within five (5) working days of receipt of the recommendation, the HCD Director and/or Project Planner and Contract Administrator will have contacted CONTRACTOR to discuss its recommendation and will have made a recommendation to the HCD Director or designee. Within ten (10) working days thereafter, the HCD Director or designee will approve, deny, or approve a revised version of the recommendation received from CONTRACTOR, and will send a written decision to the Project Applicants and CONTRACTOR.

Unless the recommended transfer is denied by the HCD Director or designee, the HCD Director or designee will ask the Project Applicants to make a decision within five (5) working days regarding the recommended transfer from the Project Contingency Account. If necessary, reasonable efforts will be made to reach a compromise.

Upon receipt of the Project Applicants' written approval by the HCD Director or designee, the funding transfer will be made. At the same time, a letter authorizing the work funded by the approved transfer will be sent to CONTRACTOR.

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EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS



RINCON CONSULTANTS, INC.
Chapin Commercial Cannabis Project IS-MND

Cost Estimate

Revised 1/4/2021

Tasks	Rincon Labor Classification →		Principal I	Senior Professional II	Professional III	Professional II	Production Specialist	Senior GIS Specialist	Clerical
	Labor Cost	Hours							
Task 1 Kickoff Meeting and Data Acquisition	\$ 876	6	2		2				2
Task 2 Administrative Draft IS-MND									
Biological Resources	\$ 1,193	8	1	2	1	4			
Cultural Resources	\$ 1,193	8	1	2	1	4			
Hazards and Hazardous Materials	\$ 833	6	1		1	4			
Transportation	\$ 833	6	1		1	4			
Tribal Cultural Resources	\$ 597	4	1		1	2			
Other CEQA Topics (15)	\$ 8,192	58	6	8	6	30	2	6	
Task 3 Public Review Draft IS-MND	\$ 2,110	17	2		3	6	6		
Task 4 Project Management	\$ 2,288	16	4		8				4
Subtotal Cost	\$ 18,115	129	\$ 4,313	\$ 2,160	\$ 3,216	\$ 6,372	\$ 728	\$ 864	\$ 462

Summary

Professional Fees Subtotal	\$ 18,115
Direct Costs Subtotal	\$ -
Total Project Budget	\$ 18,115

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, as long as the total contract price is not exceeded.

Annual Escalation – Standard rates subject to 3% escalation annually

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EXHIBIT A-2 – SCOPE OF SERVICES/PAYMENT PROVISIONS**Standard Fee Schedule for Environmental Sciences and Planning Services**

Professional, Technical and Support Personnel*	Hourly Rate
Principal II	\$295
Director II	\$295
Principal I	\$285
Director I	\$285
Senior Supervisor II	\$268
Supervisor I	\$250
Senior Professional II	\$234
Senior Professional I	\$218
Professional IV	\$194
Professional III	\$180
Professional II	\$160
Professional I	\$143
Associate III	\$120
Associate II	\$107
Associate I	\$100
Field Technician	\$86
Data Solutions Architect	\$180
Senior GIS Specialist	\$172
GIS/CADD Specialist II	\$153
GIS/CADD Specialist I	\$138
Technical Editor	\$135
Project Accountant	\$115
Billing Specialist	\$98
Publishing Specialist	\$110
Clerical	\$98

* Professional classifications include environmental scientists, urban planners, biologists, geologists, marine scientists, GHG verifiers, sustainability experts, cultural resources experts, and other professionals. Expert witness services consisting of depositions or in-court testimony are charged at the hourly rate of \$380.

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