

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

IN WITNESS WHEREOF, the PROJECT APPLICANTS and County hereto have executed this Amendment No. 1 to the Funding Agreement as of the day and year written below:

THE COUNTY OF MONTEREY

By: *McMinn*
Director of Planning

Date: 5/31/11

PROJECT APPLICANT*

Elkhorn Slough Foundation

By: *Steven J. Dennis*
(Signature)

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

Date: May 24, 2011

By: *Steven F. Green*
(Signature)

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

Date: MAY 24, 2011

Approved as to Form and Legality
Office of the County Counsel

By: *Christina P. Olson*
Deputy County Counsel

Date: 5-31-11

*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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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)

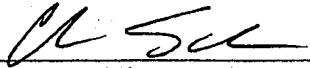
Date: 5/26/11

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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: 5/23/11

By:  for CMP

(Signature)

Its: JAMES R REHKOPF (ASST. DIR. CMP)

(Print Name and Title)

Date: 5/23/11

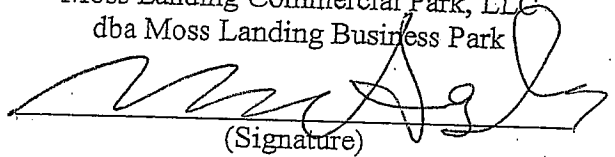
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Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

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

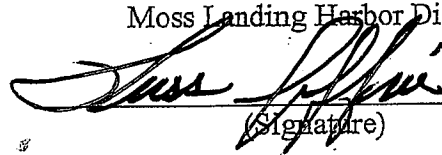
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RMA - Planning Department
Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

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

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Term: May 4, 2010 – May 31, 2012
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PROJECT APPLICANT*

Quin Delta, LLC

By: _____


(Signature)

Its: _____

John Gregg, Manager
(Print Name and Title)

Date: _____

5/25/2011

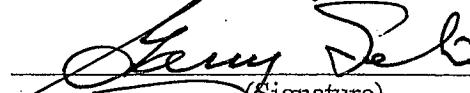
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RMA – Planning Department
Term: May 4, 2010 – May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

San Jose State University Research Foundation

By:


(Signature)

Gerry Selter

Its:

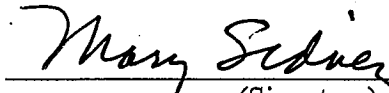
~~Don Kassing, President and Board Chair~~
SJSURF

(Print Name and Title)

Date:

5-26-11

By:


(Signature)

Mary Sidney, COO and Secretary of the
Board SJSURF

(Print Name and Title)

Date:

5-26-11

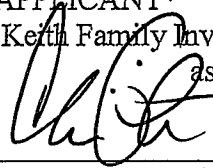
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RMA - Planning Department
Term: May 4, 2010 - May 31, 2012
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Keith Family Investments, LLC and/or
assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner

(Print Name and Title)

Date:

5/19/11

*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*

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 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. 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: *[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. Sean*
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 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. 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 24, 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 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*

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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Amendment No. 2 to Funding Agreement
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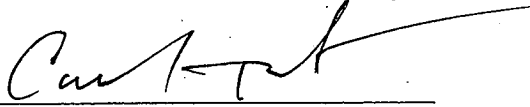
PROJECT APPLICANT*

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. Rehkopf, CFO
(Print Name and Title)

Date: 5/21/12

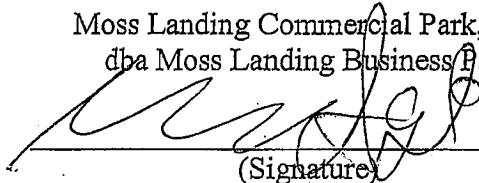
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Moss Landing Community Plan Update EIR
RMA - Planning Department
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PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By:


(Signature)

Its:

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

Date:

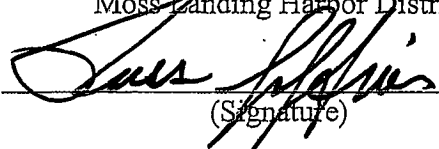
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Term: May 4, 2010 – May 31, 2013
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Moss Landing Harbor District

By: 
(Signature)

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

Date: 5/30/12

By: 
(Signature)

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

Date: 5/30/12

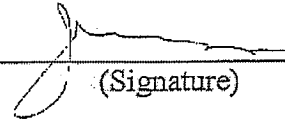
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Term: May 4, 2010 -- May 31, 2013
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Quin Delta, LLC

By:



(Signature)

Its:

John Gregg, Manager

(Print Name and Title)

Date:

5/23/2012

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PROJECT APPLICANT*

San Jose State University Research Foundation

By: Pamela C. Stacks
(Signature)

Its: Pamela C. Stacks, Vice President
~~Gerry Sellar, 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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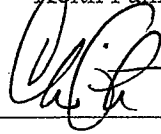
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RMA – Planning Department

Term: May 4, 2010 – May 31, 2013
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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

*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

PROJECT APPLICANT*

Phil DiGirolamo

By: 

(Signature)

Its:

Phil DiGirolamo, Owner

(Print Name and Title)

Date:

5/73/12

*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

**AMENDMENT NO. 3
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
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

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 3 to the Funding Agreement as of the last date opposite the respective signatures below:

THE COUNTY OF MONTEREY

By: MLJms
Director of Planning

Date: 5/29/13

PROJECT APPLICANT*

Elkhorn Slough Foundation

By: Steven J. Dennis
(Signature)

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

Date: May 15, 2013

By: Steven F Green
(Signature)

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

Date: 5/13/13

Approved as to Form and Legality
Office of the County Counsel

By: Mary Sue Perry
Deputy County Counsel

Date: May 28, 2013

*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*

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:

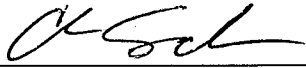
5/7/13

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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*

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

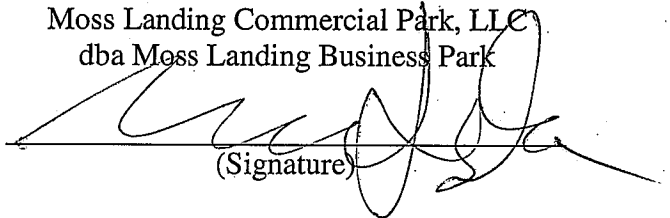
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Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

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:

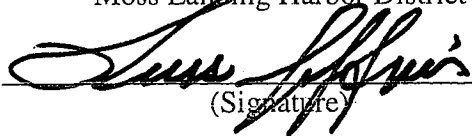
4-24-14

*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. 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

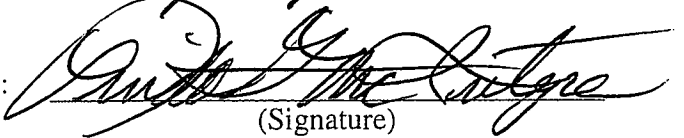
PROJECT APPLICANT*

Moss Landing Harbor District

By: 
(Signature)

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

Date: 4/24/13

By: 
(Signature)

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

Date: 4.22.13

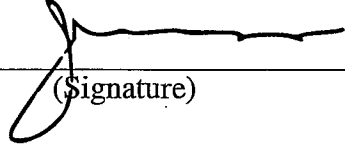
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Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2014
Not to Exceed: \$334,466.50

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:



(Signature)

Its:

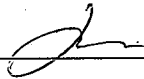
Pamela C. Stacks, Vice President, SJSURF

(Print Name and Title)

Date:

4/24/13

By:



(Signature)

Its:

Jerri Carmo, Interim
~~Mary Sidney~~, COO and Secretary of the
Board SJSURF

(Print Name and Title)

Date:

4/24/13

*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*

Keith Family Investments, LLC and/or
assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner

(Print Name and Title)

Date:

4/23/13

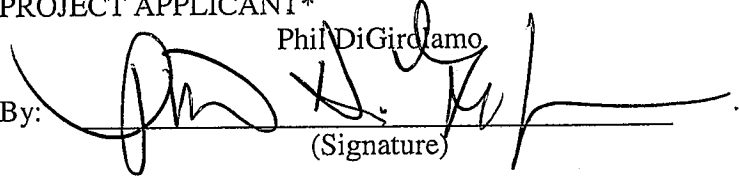
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Amendment No. 3 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA – Planning
Term: May 4, 2010 – May 31, 2014
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Phil DiGirolamo

By:


(Signature)

Its:

Phil DiGirolamo, Owner

(Print Name and Title)

Date:

4/26/13

*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

**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.

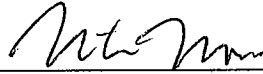
4. All other terms and conditions of the Agreement remain unchanged and in full force.

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:

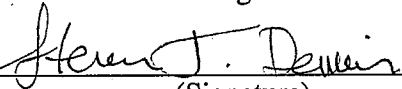
THE COUNTY OF MONTEREY

By: 
Director of Planning

Date: 6/2/14

PROJECT APPLICANT*

Elkhorn Slough Foundation

By: 
(Signature)

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

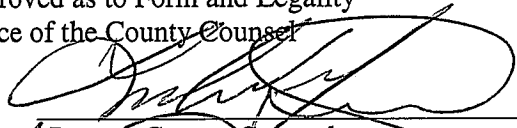
Date: 5/23/14

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)

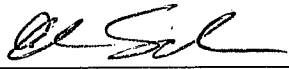
Managing Partner
Date: 4/22/14

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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*

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

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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*

Moss Landing Commercial Park, LLC
dba Moss Landing Business Park

By: 

(Signature)

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

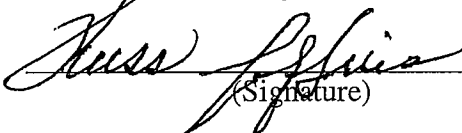
Date: 5/27/14

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

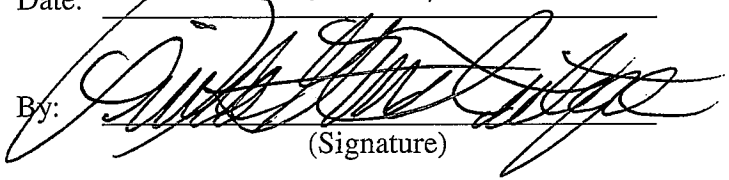
PROJECT APPLICANT*

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

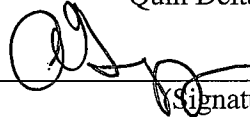
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Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA – Planning
Term: May 4, 2010 – May 31, 2015
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

Quin Delta, LLC

By: _____



(Signature)

Its: _____

ANDREW GREGG, GENERAL COUNSEL

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: 4/28/2014
PCS

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

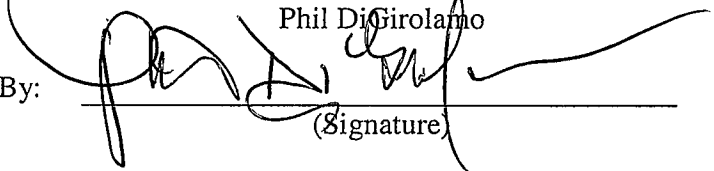
Date:

4/18/14

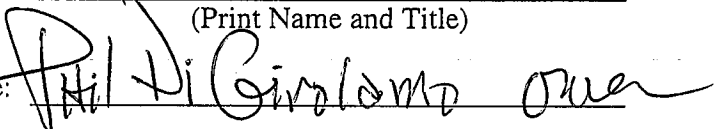
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Amendment No. 4 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2015
Not to Exceed: \$334,466.50

PROJECT APPLICANT*

By: 
Phil DiGirolamo
(Signature)

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

Date: 

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**

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; ~~Hamilton-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.

4/28/15
(Date)
HJD
(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.

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 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.

4/26/2015
(Date)

KS
(Applicant's Initials)

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

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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)

AG CS
(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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INADER ABHA

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

5/31/17
(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; ~~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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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

5/10/15
5/15
(Date)

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(Applicant's Initials)

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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**

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5/11/16
(Date)


(Applicant's initials)

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

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SJSU/MLML

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)

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PCS
(Applicant's Initials)

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Kevin Davelop

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

4/29/15
(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; 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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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)

P.D.
(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; ~~Hammill-Haute~~ Hammill-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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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 if 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)

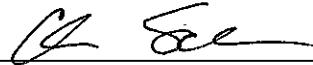
Date:

4/28/15

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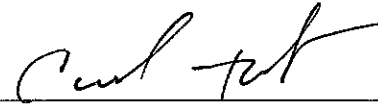
PROJECT APPLICANT*

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)

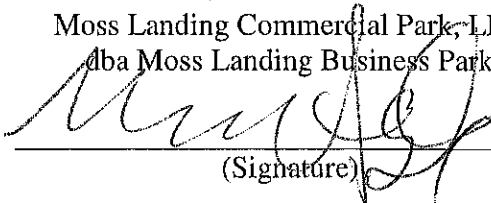
Date: 4/16/15

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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)

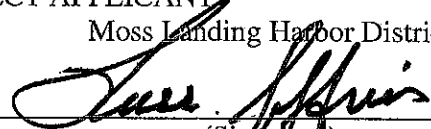
Date: May 15, 2015

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PROJECT APPLICANT*

Moss Landing Harbor District

By:


(Signature)

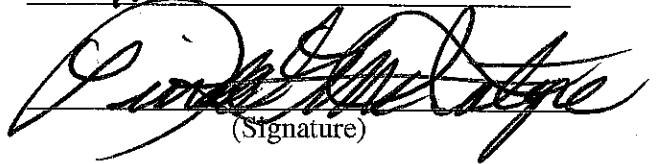
Its:

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:

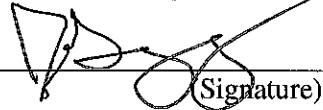
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PROJECT APPLICANT*

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

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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:

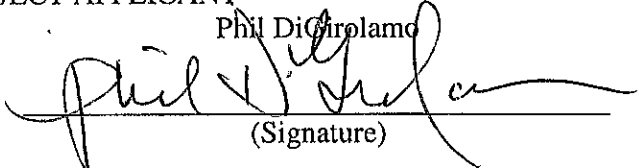
4/17/15

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PROJECT APPLICANT*

Phil DiGirolamo

By:


(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 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.



Monterey County

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

Board Order

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. (EMC) 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 Denise 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>

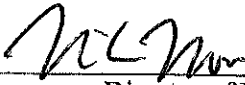
5. Amend the first sentence of Paragraph 3, "CONTRACTOR – CONTRACTOR'S Base Budget", to read as follows:

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.

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

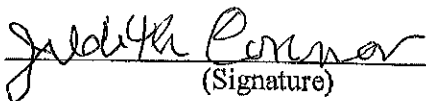
COUNTY OF MONTEREY

By: 
Director of Planning

Date: 2/31/15

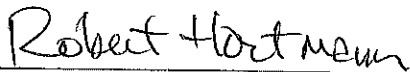
PROJECT APPLICANTS*

Elkhorn Slough Foundation

By: 
(Signature)

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

Date: June 15, 2015

By: 
(Signature)

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

Date: 6/15/15

Approved as to Form and Legality
Office of the County Counsel

By: 
Deputy County Counsel

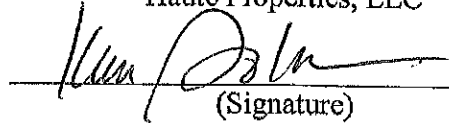
Date: 7-8-15

*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*

Haute Properties, LLC

By:


(Signature)

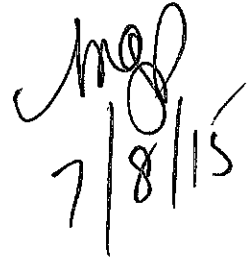
Its:

Kim Solano, Owner
(Print Name and Title)

Date:

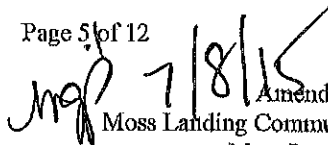
6/10/15

(See page 5.2)



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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 7/18/15

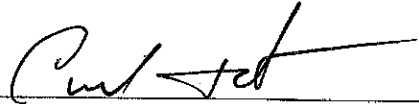
PROJECT APPLICANT*

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 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)

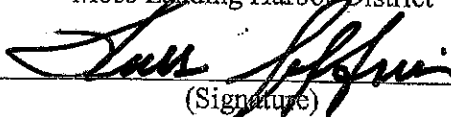
Date:

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

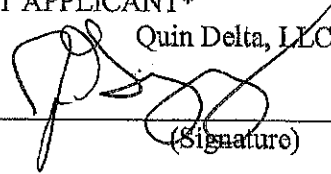
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Amendment No. 6 to Funding Agreement
Moss Landing Community Plan Update EIR Participants
Moss Landing Community Plan Update EIR
RMA - Planning
Term: May 4, 2010 - May 31, 2017
Not to Exceed: \$334,466.50
Not to Exceed (Overall Amount): 473,588.00

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 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*

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)

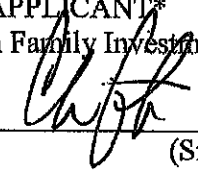
Date: June 11, 2015

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PROJECT APPLICANT*

Keith Family Investments, LLC and/or assignee

By:



(Signature)

Its:

Chris Keith, Managing Partner

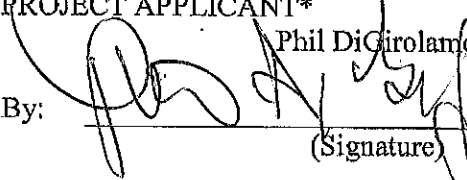
(Print Name and Title)

Date:

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 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*

By:  Phil DiGirolamo
(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 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.

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: 
Director of Planning

EMC Planning Group, Inc.
Contractor's Business Name

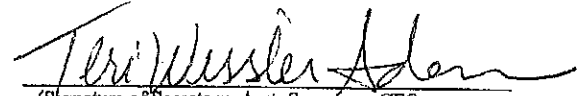
Date: 7/31/15

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

By: 
Deputy County Counsel

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

Date: 6-30-15

Date: June 9, 2015

Approved as to Fiscal Provisions

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

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.

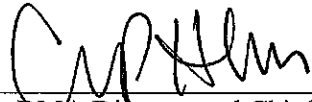
4. Amend the “TO COUNTY” section of Paragraph 23, “**Notices**”, to read as follows:

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.

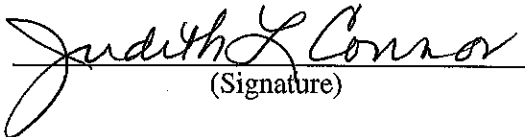
COUNTY OF MONTEREY

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 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.

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*

Haute Properties, LLC

By:



(Signature)

Its:

Kim Solano, Owner, Managing Member

(Print Name and Title)

Date:

4/6/17

*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 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. 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)

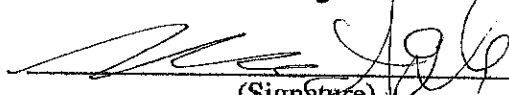
Date: April 6, 2017

*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)

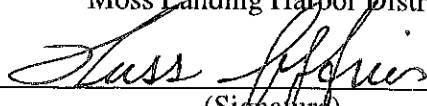
Date:

4-7-17

*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.

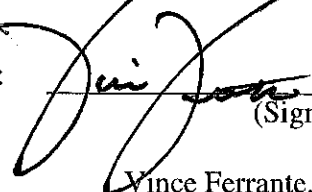
PROJECT APPLICANT*

Moss Landing Harbor District

By: 
(Signature)

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

Date: 4.26.17

By: 
(Signature)

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

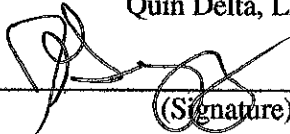
Date: 4.26.17

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set 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*

Quin Delta, LLC

By:



(Signature)

Its:

John Gregg, Manager

(Print Name and Title)


Date:

4/30/17

*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*

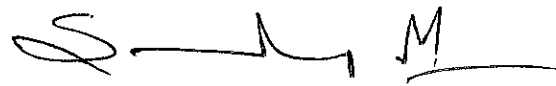
San Jose State University Research Foundation

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)

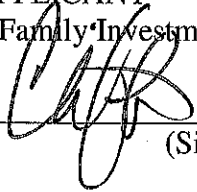
Date: 4/12/17

*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*

Keith Family Investments, LLC and/or assignee

By: _____



(Signature)

Its: _____

Chris Keith, Managing Partner

(Print Name and Title)

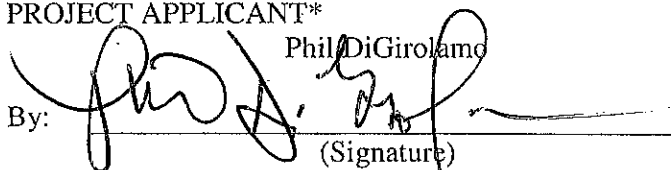
Date: _____

4/12/17

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set 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*

Phil DiGirolamo

By:  (Signature)

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

Date: 4/9/17

*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set 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 of Supervisors

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

Board Order

Agreement No. A-11914; A-11927

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

- a. Approved Amendment No. 8 to Professional Services Agreement No. A-11914 with EMC Planning Group, Inc. (EMC) where the Base budget in the amount of \$324,434 is increased by \$91,500 to \$415,934 and the Contingency budget in the amount \$45,014 is unchanged which increases the not to exceed amount of \$369,448 by \$91,500 to a total amount not to exceed \$460,948 to allow for additional services associated with existing tasks to complete the Environmental Impact Report (EIR) for the Moss Landing Community Plan Update (PD080541) in Moss Landing, and extend the expiration date from May 31, 2018 for four (4) additional months through September 30, 2018, for a revised term from May 4, 2010 to September 30, 2018; and
- b. Approved Amendment No. 8 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 at a total not to exceed amount of \$334,466 is unchanged, and the County's portion of the Base budget in the amount of \$139,122 is increased by \$91,500 to \$230,622, for a total amount not to exceed of \$565,088, to allow funding by Monterey County for costs incurred by EMC to allow for additional services associated with existing tasks to complete the EIR for the Moss Landing Community Plan Update (PD080541) in Moss Landing, and extend the expiration date from May 31, 2018 for four (4) additional months through September 30, 2018, for a revised term from May 4, 2010 to September 30, 2018; and
- c. Authorized the Chief of Planning Services to execute Amendment No. 8 to Professional Services Agreement No. A-11914, Amendment No. 8 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.

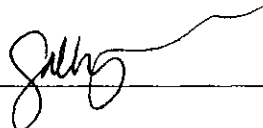
PASSED AND ADOPTED this 7th day of November 2017, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams
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 80 for the meeting November 7, 2017.

Dated: December 4, 2017
File ID: 17-1108

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

By  _____ Deputy

**AMENDMENT NO. 8
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 8 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, 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, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement") to provide funding for an EIR for the 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 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, Agreement was amended by the Parties on May 23, 2017 (hereinafter, "Amendment No. 7") to extend the term for one (1) additional year through May 31, 2018 with no increase in the not to exceed amount; and

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

WHEREAS, additional time and funding are necessary to allow Contractor to continue to provide additional services associated with Task 1, Administration/Management; Task 3, Prepare Complete and Detailed Project Description; Task 5, Prepare Technical Studies; Task 7, Proof Draft EIR, and the addition of Task 12, Optional Tasks, for completion of the Project; and

WHEREAS, the additional services will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for four (4) additional months to September 30, 2018 and increase the amount by \$91,500.00 for a total not to exceed \$565,088.00 to allow County funding for costs incurred by Contractor to complete Tasks 1, 3, 5, 7 and 12 for completion of the Project as identified in the Agreement and as amended by this Amendment No. 8.

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 Parties, in conjunction with the Resource Management Agency (RMA) – Public Works and Facilities, 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", "1A" and "1B", 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:

The Parties hereby agree that COUNTY shall engage CONTRACTOR to provide the services set forth in Exhibits "1", "1A" and "1B" of this AGREEMENT.

3. Amend Paragraph I of "Recitals", to read as follows:

The Parties acknowledge that the County of Monterey, RMA – Land Use and Community Development will fund the CONTRACTOR's Base budget as set forth in Exhibits "1A" and "1B" 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 \$91,500, for a total amount not to exceed \$565,088.00:

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
SUBTOTAL OF COUNTY DEPOSIT:	\$104,140.00
Project Contingency:	\$ 45,014.00
CONTRACTOR's Base Budget (based on Amendment No. 6):	\$ 69,448.00
CONTRACTOR's Base Budget (based on Amendment No. 8):	\$ 91,500.00
<u>Maximum Budget Under AGREEMENT:</u>	<u>\$565,088.00</u>

5. Amend the first sentence of the first paragraph 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", "1A" and "1B".

6. 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 September 30, 2018, any unearned balance of the \$242,236.70 deposited by the PROJECT APPLICANTS to fund the base Professional Services Agreement 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.

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

AGREEMENT shall become effective May 4, 2010 and continue through September 30, 2018, unless terminated earlier by PROJECT APPLICANTS or COUNTY pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

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

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

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

Jacqueline R. Onciano
Chief of Planning Services
County of Monterey
Resource Management Agency – Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

10. All other terms and conditions of the Agreement remain unchanged and in full force.
11. This Amendment No. 8 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. The recitals to this Amendment No. 8 are incorporated into the Agreement and this Amendment No. 8.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: Jacqueline R. Onciano
Jacqueline R. Onciano
Chief of Planning Services

Date: 11 December 2017

Approved as to Form and Legality
Office of the County Counsel

By: Brian P. Briggs
Brian P. Briggs
Deputy County Counsel

Date: 10-26-17

PROJECT APPLICANTS*

Elkhorn Slough Foundation
By: [Signature]
(Signature)

Its: Anne Olsen, President
(Print Name and Title)

Date: 10-16-17

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 11-27-17

By: _____
(Signature)

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

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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) managing members. If PROJECT APPLICANT 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 PROJECT APPLICANT 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.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: Jacqueline R. Onciano
Chief of Planning Services

Date: _____

Approved as to Form and Legality
Office of the County Counsel

By: Brian P. Briggs
Deputy County Counsel

Date: 10-26-17

PROJECT APPLICANTS*
Elkhorn Slough Foundation

By: _____
(Signature)

Its: Anne Olsen, President
(Print Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

By: Robert F. Hartmann
(Signature)

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

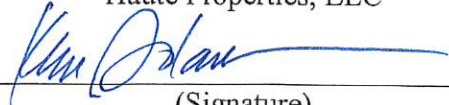
Date: 10-16-17

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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) managing members. If PROJECT APPLICANT 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 PROJECT APPLICANT 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.

PROJECT APPLICANT*

Haute Properties, LLC

By:



(Signature)

Its:

Kim Solano, Owner, Managing Member

(Print Name and Title)

Date:

9/20/17

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PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: 
(Signature)

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

Date: 9/25/17

By: 
(Signature)

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

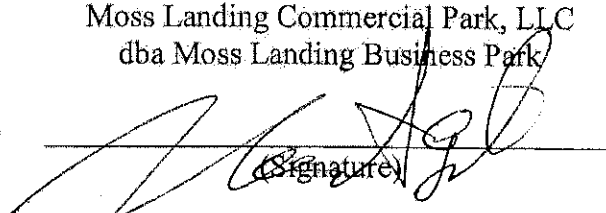
Date: 9-25-17

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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:

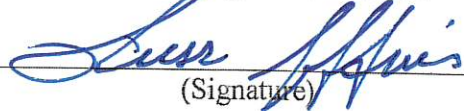
10/24/17

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PROJECT APPLICANT*

Moss Landing Harbor District

By:


(Signature)

Its:

Russ Jeffries, Board President
(Print Name and Title)

Date:

10.25.17

By:


(Signature)

Its:

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

Date:

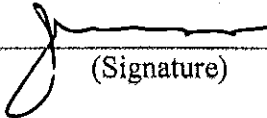
10.26.17

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PROJECT APPLICANT*

Quin Delta, LLC

By:



(Signature)

Its:

John Gregg, Manager /Member

(Print Name and Title)

Date:

9/26/2017

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PROJECT APPLICANT*

San Jose State University Research Foundation

By: 
Rajnesh Prasad (Signature)

Its: Interim Exec. Director & Secretary of the Board, SJSURF
(Print Name and Title)

Date: 9/26/17

By: 
(Signature)

Its: Pamela C. Stacks, AVP of Research, SJSU & Vice President of the Board, SJSURF
(Print Name and Title)

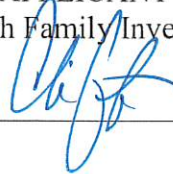
Date: 9/27/2017

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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:

9/27/17

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PROJECT APPLICANT*

By: Phil DiGirolamo
(Signature)

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

Date: October 2, 2017

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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) managing members. If PROJECT APPLICANT 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 PROJECT APPLICANT 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.

EXHIBIT 1B

**AMENDMENT NO. 8 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. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 8 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") to provide an Environmental Impact Report (EIR) for the Moss Landing Community Plan Update (hereinafter, "Project") through May 31, 2011 for an amount not to exceed \$300,000; 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 5, 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

WHEREAS, Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 6"; including Exhibit A-1 - Scope of Services/Payment Provisions) to increase the amount by \$69,448 which resulted in a total not to exceed amount of \$369,448 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 23, 2017 (hereinafter, "Amendment No. 7") to extend the term for one (1) additional year through May 31, 2018 with no increase in the not to exceed amount; and

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

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide additional services associated with Task 1, Administration/Management; Task 3, Prepare Complete and Detailed Project Description; Task 5, Prepare Technical Studies; Task 7, Proof Draft EIR, and the addition of Task 12, Optional Tasks, for completion of the Project; and

WHEREAS, the additional services will be funded by the County; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for four (4) additional months to September 30, 2018 and increase the amount by \$91,500 for a total not to exceed \$460,948 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 8.

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, A-1 and A-2 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, A-1 and A-2, 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 \$460,948.
3. Amend the first sentence of Paragraph 3, "**Term of Agreement**", to read as follows:

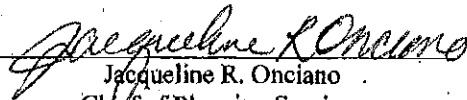
The term of this Agreement is from May 4, 2010 to September 30, 2018, unless sooner terminated pursuant to the terms of this Agreement.
4. Amend Paragraph 4, "**Additional Provisions/Exhibits**", by adding "Exhibit A-2, Scope of Services/Payment Provisions".
5. The "Schedule" referenced in the Agreement, Exhibit A – Scope of Services/Payment Provisions is hereby amended to extend through September 30, 2018, to conform to the amended term of the Agreement.
6. In all places within the Agreement, any reference to the County's address at 168 West Alisal Street, 2nd Floor, Salinas, California, 93901, is hereby replaced with 1441 Schilling Place, South 2nd Floor, Salinas, California, 93901-4527
7. All other terms and conditions of the Agreement remain unchanged and in full force.
8. This Amendment No. 8 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 8 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Jacqueline R. Onciano
Chief of Planning Services

EMC Planning Group, Inc.
Contractor's Business Name

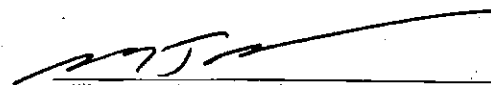
Date: 11 Dec 2017

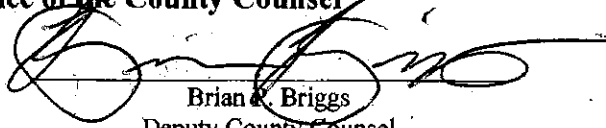
By: 
(Signature of Chair, President or Vice President)

Its: Michael J. Groves, President
(Print Name and Title)

Date: September 28, 2017

**Approved as to Form and Legality
Office of the County Counsel**

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

By: 
Brian R. Briggs
Deputy County Counsel

Its: Michael J. Groves, Treasurer
(Print Name and Title)

Date: 10-26-17

Date: September 28, 2017

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 10-27-17

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

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EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

To Agreement by and between
County of Monterey, hereinafter referred to as "County"
and
EMC Planning Group, Inc., hereinafter referred to as "CONTRACTOR"

BACKGROUND

CONTRACTOR shall provide additional effort and out-of-scope costs associated with the preparation of the Moss Landing Community Plan Update (Project) Environmental Impact Report (EIR). Specific out-of-scope costs are related to additional water supply study revisions, revisions to the EIR related to changes in the Project Description, preparation of additional proof drafts of the EIR, and additional administrative time related to these out-of-scope costs and length of the Agreement term.

A detailed description of the methodology to be used to continue to prepare this EIR is included in the scope presented below.

A. SCOPE OF SERVICES

CONTRACTOR shall provide additional services and staff, and otherwise do all things necessary for or incidental to the performance of work to update the tasks associated with the Project, as set forth below:

Task 1: Administration/Management

Task 1.5 Administrative Time

An Agreement between County and CONTRACTOR for this Project was approved by the County Board of Supervisors for the Project on January 11, 2011. The Agreement was executed on February 9, 2011 with an Agreement term of May 4, 2010 to May 31, 2011. In accordance with the terms on page 35 of the Agreement, CONTRACTOR requests an amendment to the Agreement due to the significant expansion of the original scope and term of the Agreement. CONTRACTOR requests an additional administrative budget in the amount of \$19,500 for additional administrative work through the upcoming Agreement term (through September 30, 2018) to complete the Project.

Please refer to the summary tables at the end of this scope and the attached spreadsheet.

Task 3 Prepare Complete and Detailed Project Description

3.3 Past Changes to the Project Description

CONTRACTOR received full authorization to proceed on the EIR for the Project from County on September 19, 2012 (a partial authorization was provided earlier for preliminary Biological Resources work). Throughout the course of the Project, the Project Description changed repeatedly, resulting in unanticipated changes to the EIR. A chronology of key Project Description changes and milestone events that have occurred during CONTRACTOR's work on the Project are as follows:

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

October 18, 2012	Updated Community Plan
January 22, 2013	Plans from Moss Landing Marine Lab (MLML) do not match those in Community Plan
February 15, 2013	County Roads Project Description received
March 6, 2013	CONTRACTOR finalizes Notice of Preparation (NOP) Project Description
March 11, 2013	Quin Delta, LLC/Gregg Drilling (Gregg) site expanded to north (contingency transfer)
April 8, 2013	Revised design guidelines received
April 8, 2013	Build-out table version 4 replaces Table ML-2. Buildout Estimate
April 15, 2013	NOP distributed
May 10, 2013	Additional information regarding Monterey Bay Aquarium Research Institute (MBARI)
May 13, 2013	Build-out table version 5 replaces version 4
June 26, 2013	Build-out table version 6 replaces version 5
January 2, 2014	Administrative Draft EIR delivered to County
April 17, 2014	Public Works requests Traffic Impact Analysis (TIA) revisions (Amendment No. 6 to Agreement)
April 21, 2014	Revised Land Use Map
May 6, 2014	Updated Community Plan
June 5, 2014	Summary of Community Plan changes
July 1, 2014	Proof Draft EIR delivered to County

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

August 12, 2014	Revised seawater intake figure provided for Business Park
March 9, 2015	Request for revised TIA, Noise, Water, and Greenhouse Gas (GHG) analysis - Amendment No. 6 to Agreement
April 9, 2015	Build-out table version 7 replaces version 6
April 21, 2015	Revised NOP circulated
May 6, 2015	Revised Draft Community Plan and Implementation Plan
June 8, 2015	County mark-up of Proof Draft EIR Project Description
August 5, 2015	Build-out table version 8 replaces version 7
September 28, 2015	Build-out table version 9 replaces version 8
September 28, 2015	New plans for Phil's Fish Market at Gregg site
September 10, 2015	Revisions to Phil's Fish Market and Gregg description
December 7, 2015	Build-out table version 9a per Todd Groundwater corrections

Most of the Project Description changes have been individually small and incremental, but cumulatively significant in terms of additional accumulated cost. The difficulty of attempting to assess an ever-changing Project Description has been time consuming and costly. CONTRACTOR has estimated at least fourteen (14) changes to the Project Description which resulted in at least three (3) hours of additional work for each Project Description change at a rate of \$200 per hour. These Project Description changes amount to an increase of \$8,400.00.

Task 5 Prepare Technical Studies

5.1 Conduct TIA (Fehr & Peers)

5.1. a Traffic Count Update

County Traffic Engineer reviewed the TIA and draft components of the State Route 1 Corridor Study and determined that the traffic counts used in those efforts are dated. Therefore, County's Traffic Engineer requested that new counts be conducted to validate the data used in the preparation of the TIA and Corridor Study. New counts shall be conducted at four (4) intersections during the morning and evening commute periods, and a memorandum documenting findings with respect to the validity of the traffic count data shall be prepared by CONTRACTOR. Preparation of any additional traffic operations analysis or evaluations of mitigation measures is not included.

5.4 Senate Bill (SB) 610 Water Supply Assessment (Todd Engineers)

5.4.a Water Supply Study

As part of County's preparation of the second Proof Draft EIR, CONTRACTOR's sub-consultant, Todd Engineers, was requested to make changes to the water supply report to reflect Project changes. The cost of this additional work is reflected in the scope of the Agreement. However, while undertaking this task, Todd Engineers discovered discrepancies in the Project build-out table, which the

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

County then corrected (the corrected build-out table was identified as table version 9a). As a result of this change in the Project build-out table, additional funding is required to allow Todd Engineers to re-do the analysis of the water supply report.

Task 7 Proof Draft EIR

7.3 Additional Proof Draft EIR

CONTRACTOR's scope includes a proof Draft EIR, which was completed and submitted to County on June 30, 2014. More than ten (10) months after submittal of the proof Draft EIR, on May 16, 2015, County completed extensive changes to the Community Plan (and by extension the EIR Project Description) which necessitated preparation of a second proof Draft EIR. In anticipation of the changes to the Community Plan, County issued a revised NOP on April 21, 2015.

County also made changes to the EIR Word files to reflect the revised Community Plan and returned those to CONTRACTOR for review, acceptance, formatting, and production. Per County request, CONTRACTOR reviewed and began work on finalizing the second proof Draft EIR, which required considerable editing, formatting, and the creation of new graphics. The level of effort was far in excess of that expected for a proof Draft EIR, and included significant changes that had not been directed when the Administrative Draft was reviewed and the first proof Draft EIR was prepared. Work on the second proof Draft EIR is not included in the original scope. Some of CONTRACTOR's work was completed, and additional work remained to be completed before County staffing assignments changed and work was effectively stopped on the Project at the end of March 2016. The work expended on the second proof Draft EIR is summarized in the following table:

County has subsequently determined that additional changes to the Community Plan are required. Given the changes in the Project over time, CONTRACTOR recommends preparation of a second Administrative Draft EIR, followed by a final proof Draft EIR. CONTRACTOR anticipates the following additional tasks shall be required to finalize the second Administrative Draft EIR:

- Review revised Community Plan (and related Implementation Plan and Design Guidelines), noting changes from the October 2012 version on which the Administrative Draft and first proof Draft EIR were based;
- Review current Project plans for MBARI, MLML, Gregg, and County Road and Drainage project, noting changes from projects as described in the Administrative Draft and first proof Draft EIR;
- Prepare redline file comparing first proof Draft EIR with in-progress second proof Draft EIR to identify significant changes, and determine extent to which second proof Draft EIR changes should be carried forward;
- Update Project Description and associated figures;
- Update NOP references to reflect issuance of second NOP and additional NOP comments, and ensure that comments in response to the second NOP have been addressed;
- Confirm status of the 1984 sewer allocation system;
- Update the environmental and regulatory settings throughout EIR;
- Review EIR analysis for consistency with revised Project Description, noting in

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

- particular any mitigation measures from the initial proof Draft EIR that have been included within the Community Plan as policy, and making changes as necessary;
- Update GHG Emissions Section to current analysis and threshold methodologies;
 - Confirm analysis and impact assessment approach for water supply;
 - Confirm analysis and impact assessment approach for State Route 1 level of service;
 - Update the Transportation Section based on the completed State Route 1 Corridor Study and revised TIA;
 - Update the alternatives text and table to the extent that any changes to the Project Description or analysis may affect comparison of alternatives to the Project;
 - Update sources and references;
 - Update the summary and summary table to reflect all other changes;
 - Meet with County staff to discuss Project changes, approaches, and/or review work products [one (1) meeting]; and
 - Conduct a follow-up site visit to confirm and update conditions.

The second Administrative Draft EIR shall be submitted to County electronically. The second Administrative Draft EIR shall include a list of appendices, but the actual appendices shall not be included.

A final proof Draft EIR shall be prepared to reflect County comments on the second Administrative Draft EIR. The proof Draft EIR shall be submitted to the County electronically and five (5) printed copies shall be submitted with appendices on a CD (which will be inserted in a sleeve inside the rear cover of the document).

CONTRACTOR shall produce the above mentioned deliverables to the following individual:

Brandon Swanson, RMA Services Manager
County of Monterey
Resource Management Agency (RMA) – Land Use and Community Development
1441 Schilling Place, South 2nd Floor, Salinas, California 93901-4527
Email: swansonb@co.monterey.ca.us
Telephone: (831) 755-5334

Please refer to the "Summary of All Request Items" table and the attached Cost Proposal.

Task 12 Optional Tasks

The following optional tasks were suggested but not included in the original Agreement.

- Notice of Completion, Notice of Availability, and Notice of Determination – Preparation and Circulation (does not include filing fees)
- Prepare draft California Environmental Quality Act (CEQA) Findings and Statement of Overriding Considerations for County finalization
- Attend one (1) additional Moss Landing Community Plan Committee and/or Community Meeting (includes mileage cost at the standard IRS mileage rate)

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

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Request Summary

For this amendment request, CONTRACTOR continues to honor the 2009 rate schedule that was in effect when the Agreement was originated. Staff assignments have been updated to current positions. Please also refer to the attached Cost Proposal.

Summary of All Request Items	
Item	Request
Excess Administrative Time - Past	\$10,500.00
Excess Administrative Time - Future	\$9,000.00
Past Changes to the Project Description	\$8,400.00
Traffic Count Update	\$8,400.00
Water Supply Study Revisions	\$2,714.00
Work to Date on Second Proof Draft EIR	\$7,471.00
Second Administrative Draft EIR	\$30,930.00
Final Proof Draft EIR	\$6,135.00
Total	\$83,550.00
Optional Tasks	\$7,950.00
GRAND TOTAL	\$91,500.00

For all deliverables related to this scope, CONTRACTOR shall provide the revised reports and or data outputs in electronic format to County. The following tables provide summaries of the individual request items:

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

<u>Excess Administrative Time – Past</u>	
Item	Request
2010-2011 Administrative Time – No Request – covered by the original	\$0.00
2011-2012 Administrative Time	\$3,500.00
2012-2013 Administrative Time	\$3,500.00
2013-2014 Administrative Time – No Request – received with transfer dated 2/5/2014	\$0.00
2014-2015 Administrative Time	\$3,500.00
2015-2016 Administrative Time – No Request – received with CA#6 dated 6/9/2015	\$0.00
2016-2017 Administrative Time – No Request – received with CA#6 dated 6/9/2015	\$0.00
Total	\$10,500.00

<u>Excess Administrative Time – Future</u>	
Item	Request
2017-2018 Administrative Time	\$9,000.00
Total	\$9,000.00

<u>Changes to the Project Description</u>	
Item	Request
Changes not yet covered	\$8,400.00
Total	\$8,400.00

<u>Traffic Count Update</u>	
Item	Request
Fehr and Peers Counts and Memo	\$8,000.00
Subconsultant Overhead 5%	\$400.00
Total	\$8,400.00

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

<u>Water Supply Study Revisions</u>	
Item	Request
Todd Groundwater extra analysis	\$1,632.00
Subconsultant Overhead 5%	\$82.00
EMC Planning Group EIR edits	\$1,000.00
Total	\$2,714.00

<u>Work to Date on Second Proof Draft</u>	
Item	Request
Editing and formatting	\$5,523.00
Graphics revisions	\$1,948.00
Total	\$7,471.00

<u>Second Administrative Draft and Final Proof Draft</u>	
Item	Request
Second Administrative Draft	\$30,930.00
Total	\$30,930.00
Proof Draft	\$6,135.00
Total	\$6,135.00

The following table provides a summary of Optional Tasks.

<u>Summary of Optional Tasks</u>	
CEQA Notices (not including NOD filing fees)	\$1,500.00
Draft CEQA Findings and Statement(s) of Overriding Considerations	\$4,550.00
Moss Landing Community Plan Committee or Community Meetings (each including/paid at the standard IRS mileage rate)	\$1,900.00
Total	\$7,950.00

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Delivery Schedule

CONTRACTOR shall prepare a fully revised schedule of tasks beginning with a second Administrative Draft EIR once Amendment No. 8 to the Agreement is approved. CONTRACTOR estimates from delivery of the updated Community Plan and authorization to continue work through completion of the Final EIR will take approximately six (6) months.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an additional amount not to exceed \$91,500 for a total amount not to exceed \$460,948 (Base budget amount of \$415,934 and Contingency budget amount of \$45,014) for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibit A-2, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the tasks listed above and in following Cost Proposal.

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-2 - 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

Amendment No. 6: \$69,448.00 (\$69,448.00 base budget plus \$0 project contingency)

Amendment No. 7: Term Extension to May 31, 2018

Amendment No. 8: \$91,500 (\$91,500.00 base budget plus \$0 project contingency)
 Term Extension to September 30, 2018

This Invoice:		Task 1: Administration/Management	
	\$ 10,500.00	Administrative Time (Past)	_____
	\$ 9,000.00	Administrative Time (Future)	_____
		Task 3: Prepare Complete and Detailed Project Description	
	\$ 8,400.00	3.3 Past Changes to the Project Description	_____
		Task 5: Prepare Technical Studies	
		5.1 Conduct TIA (Fehr & Peers)	
	\$ 8,400.00	5.1.a Traffic Count Update	_____
		5.4 Senate Bill (SB) 610 Water Supply Assessment (Todd Engineers)	
	\$ 2,714.00	5.4.a Water Supply Study	_____
		Task 7: Proof Draft EIR	
		7.3 Additional Proof Draft EIR	
	\$ 7,471.00	Work to Date on Second Proof Draft EIR	_____
	\$ 30,930.00	Second Administrative Draft EIR	_____

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

\$	6,135.00	Final Proof Draft EIR	_____
\$	7,950.00	Task 12: Optional Tasks	_____
		CEQA Notices (\$1,500.00)	_____
		Draft CEQA Findings and Statement(s) of Overriding Considerations (\$4,550.00)	
		Moss Landing Community Plan Committee or Community Meetings (\$1,900.00)	

Total: _____

Remaining Balance \$ _____

Approved as to Work/Payment: _____ Date: _____
Brandon Swanson, RMA Services Manager

2. Invoice Detail

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

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the RMA Finance Division at (831) 755-4800.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Moss Landing Community Plan Update EIR CA#8										
EMC Planning Group, Inc.										
Task	SC Budget	Approved	Principal Planner	Senior Planner	Assistant Planner	Production	Administrative	Total Hour	Total Cost	
Building Basis (Per Hour)	\$355.00	\$200.00	\$180.00	\$125.00	\$103.00	\$75.00	\$75.00			
Task 1: Administration FY 2011-12, 12-13, 14-15	10	31	0	0	0	0	0	6	\$19,400.00	
Task 3: Changes to the Project Description	0	0	0	0	0	0	0	0	\$0.00	
Task 5: Water Supply Study Revisions	0	5	0	0	0	0	0	5	\$8,400.00	
Task 7: Work to Date on Second Flood Draft	0	0	0	0	0	0	0	0	\$0.00	
Task 8: Second Admin and Final Flood Draft EIRs	0	0	0	0	0	0	0	0	\$0.00	
Task 9: Review current project plans	0	0	0	0	0	0	0	0	\$0.00	
Task 10: Prepare response file	1	0	0	0	0	0	0	1	\$75.00	
Task 11: Adjust EIR project description	0	3	0	0	0	0	0	3	\$2,085.00	
Task 12: Confirm status of the 1984 sewer allocation system	0	0	0	0	0	0	0	0	\$0.00	
Task 13: Update environmental/regulatory settings	0	0	0	0	0	0	0	0	\$0.00	
Task 14: Review/adjust EIR analysis	3	40	0	0	0	0	0	43	\$15,075.00	
Task 15: Update greenhouse gas emissions section	1	30	0	0	0	0	0	31	\$9,225.00	
Task 16: Confirm approach on water/water	0	0	0	0	0	0	0	0	\$0.00	
Task 17: Update the transportation section	0	0	0	0	0	0	0	0	\$0.00	
Task 18: Update alternatives section	0	0	0	0	0	0	0	0	\$0.00	
Task 19: Update sources and references	0	0	0	0	0	0	0	0	\$0.00	
Task 20: Update summary	0	0	0	0	0	0	0	0	\$0.00	
Task 21: Meeting with Staff	0	0	0	0	0	0	0	0	\$0.00	
Task 22: Follow-up Site Visit	0	0	0	0	0	0	0	0	\$0.00	
Task 23: Final Flood Draft	2	0	0	0	0	0	0	2	\$700.00	
Task 24: Additional (Hours)	13	188	0	0	0	0	0	201	\$70,350.00	
Subtotal (Cost)	\$1,055.00	\$31,800.00	\$0.00	\$0.00	\$0.00	\$1,875.00	\$150.00	188	\$70,350.00	
Additional Costs										
Task 25: Production Costs									\$160.00	
Task 26: Travel Costs									\$100.00	
Task 27: Permits/fees									\$50.00	
Task 28: Miscellaneous									\$100.00	
Task 29: Administrative Overhead 10%									\$35.00	
Task 30: Total									\$385.00	
Subcontractors										
Task 31: Field Supervisor									\$7,850.00	
Task 32: Field and Party									\$9,000.00	
Task 33: Subcontractor Overhead 5%									\$482.00	
Task 34: Total									\$18,332.00	
Total Costs										
Task 35: Optional Tasks									\$1,500.00	
Task 36: CEOA Notice and Circulation									\$4,500.00	
Task 37: CEOA Funding/SCC									\$1,900.00	
Task 38: MCFP Committee/Community Meeting (1.mtg)									\$7,950.00	
Task 39: Total									\$15,850.00	
GRAND TOTAL										
									\$97,500.00	

**AMENDMENT NO. 9
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 9 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, 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, PROJECT APPLICANTS entered into a Funding Agreement with County on February 9, 2011 (hereinafter, "Agreement") to provide funding for an EIR for the 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 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 not to exceed amount of \$473,588.00 with no extension to the term; and

WHEREAS, Agreement was amended by the Parties on May 23, 2017 (hereinafter, "Amendment No. 7") to extend the term for one (1) additional year through May 31, 2018 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on December 11, 2017 (hereinafter, "Amendment No. 8", including Exhibit 1B, Amendment No. 8 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 extend the term for four (4) additional months through September 30, 2018 and to increase the amount of the Contractor's Base Budget by \$91,500.00 (County funded amount) which resulted in a total of the Maximum Budget Under Agreement not to exceed amount of \$565,088.00; and

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

WHEREAS, additional time is required to allow County staff to revise the Moss Landing Community Plan and to allow Contractor to continue to provide services for completion of the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for twenty (20) additional months to May 31, 2020 with no associated dollar amount increase to allow funding for costs incurred by Contractor to continue to provide services identified in the Agreement and as amended by this Amendment No. 9.

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, 2020, any unearned balance of the \$242,236.70 deposited by the PROJECT APPLICANTS to fund the base Professional Services Agreement 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, 2020, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

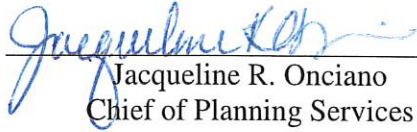
3. Amend Paragraph 10, "**Termination**", to read as follows:

AGREEMENT shall terminate on May 31, 2020, 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. 9 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
6. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.

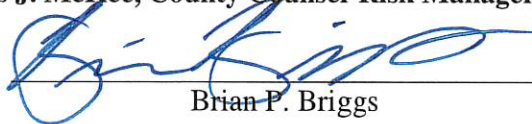
IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: 
Jacqueline R. Onciano
Chief of Planning Services

Date: 1 October 2018

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: 
Brian P. Briggs
Deputy County Counsel

Date: 9-28-18

PROJECT APPLICANTS*
Elkhorn Slough Foundation

By: _____
(Signature)

Its: Anne Olsen, President
(Print Name and Title)

Date: _____

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 9-29-18

By: _____
(Signature)

Its: Bruce Welden, Secretary
(Print Name and Title)

Date: _____

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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) managing members. If PROJECT APPLICANT 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 PROJECT APPLICANT 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.

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY.

By: _____
Jacqueline R. Onciano
Chief of Planning Services

Date: _____

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____
Brian P. Briggs
Deputy County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

PROJECT APPLICANTS*
Elkhorn Slough Foundation

By: _____
(Signature)

Its: _____
Anne Olsen, President
(Print Name and Title)

Date: 9-5-18

By: _____
(Signature)

Its: _____
Bruce Welden, Secretary
(Print Name and Title)

Date: _____

IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:

Jacqueline R. Onciano
Chief of Planning Services

Date:

Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By:

Brian P. Briggs
Deputy County Counsel

Date:

PROJECT APPLICANTS*

Elkhorn Slough Foundation

By:

(Signature)

Its:

Anne Olsen, President
(Print Name and Title)

Date:

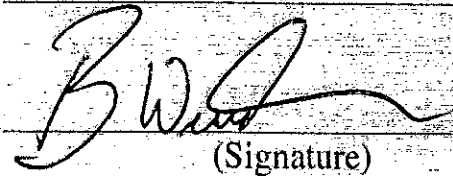
Approved as to Fiscal Provisions

By:

Auditor/Controller

Date:

By:


(Signature)

Its:

Bruce Welden, Secretary
(Print Name and Title)

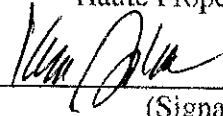
Date:

September 4, 20

PROJECT APPLICANT*

Haute Properties, LLC

By:



(Signature)

Its:

Kim Solano, Owner, Managing Member

(Print Name and Title)

Date:

9/21/14

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PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: 
(Signature)

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

Date: _____

By: 
(Signature)

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

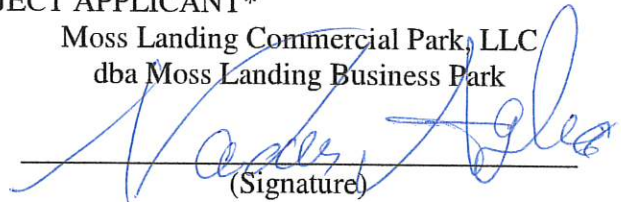
Date: 8-21-18

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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: _____

8/27/18

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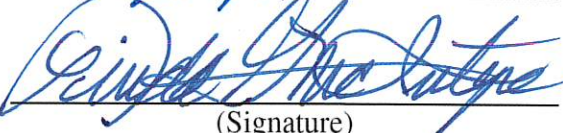
PROJECT APPLICANT*

Moss Landing Harbor District

By: 
(Signature)

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

Date: 9/26/18

By: 
(Signature)

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

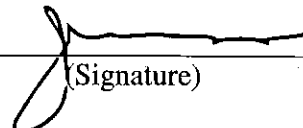
Date: 9.27.18

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PROJECT APPLICANT*

Quin Delta, LLC

By: _____



(Signature)

Its: _____

John Gregg, Member
(Print Name and Title)

Date: _____

9/27/2018

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PROJECT APPLICANT*

San Jose State University Research Foundation

By: Pamela C Stacks
(Signature)

Its: Pamela C. Stacks, AVP of Research, SJSU &
Vice President of the Board, SJSURF
(Print Name and Title)

Date: 9/12/18

By: [Signature]
(Signature)

Its: Rajnish Prasad,
Interim Executive Director & Secretary of the
Board, SJSURF
(Print Name and Title)

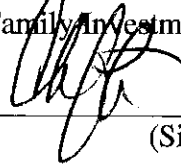
Date: 9/12/18

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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:

8/21/18.

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PROJECT APPLICANT*

By: Phil DiGirolamo
(Signature)

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

Date: 8/21/18

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