

Attachment B

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 2 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") as of the last date opposite the respective signatures below.

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on February 13, 2012 (hereinafter, "Agreement") to provide consulting services and technical support for the 2010 Monterey County General Plan implementation (hereinafter, "Project"); and

WHEREAS, Agreement was amended by the Parties on June 19, 2014 (hereinafter, "Amendment No. 1", including Exhibit A-1 – Scope of Services/Payment Provisions) and incorporated into the Agreement by this reference; and

WHEREAS, due to the County's need to address revisions to a night-time noise control ordinance for the Project, additional services are required from the CONTRACTOR in the amount of \$5,610; and

WHEREAS, additional services included in Exhibit A-2 – Scope of Services/Payment Provisions of this Agreement do not require an increase to the Agreement's overall budget funding for the new task; and

WHEREAS, costs associated with the new task will be paid through available funding identified in the Agreement's Contingency budget for the Project; and

WHEREAS, the Parties wish to further amend the Agreement with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and to allow funding for the new task in the amount of \$5,610 to be allocated from the Contingency budget of the Agreement and as amended by this Amendment No. 2.

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

1. Amend the first sentence of Paragraph 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 the first sentence of 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.
3. Amend Paragraph 4, "Additional Provisions/Exhibits" to add Exhibit A-2.
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.
6. The recitals to this Amendment No. 2 are incorporated into the Agreement and this Amendment No. 2.

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

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

EMC Planning Group, Inc.
Contractor's Business Name

Date: _____

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

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

Date: October 20, 2014

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

By: Teri Wissler Adam
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Assistant Treasurer)

By: May Grace Perry
Deputy County Counsel

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

Date: 10-21-2014

Date: October 20, 2014

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: 10/22/14

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 – 2 – SCOPE OF SERVICES/PAYMENT PROVISIONS

SCOPE OF SERVICES:

EMC Planning Group, Inc. (EMC) will provide additional consulting services to the County of Monterey (County) to address revisions to a night-time noise control ordinance for the 2010 General Plan Implementation.

EMC will obtain the subconsulting services of Brown-Buntin Associates, Inc. (BBA) to address night time noise control ordinance revisions as part of General Plan long range planning work program (Work Item 62, "Community Noise Ordinance"). This task partially implements General Plan Goal S-7 and Policy S-7.1. Services as outlined below will be provided and are subject to BBA's hourly rates as follows:

1. Review the existing and proposed revised noise ordinance and consult with the County and others as may be required with regard to the appropriateness and enforceability of the proposed ordinance. Review audio tapes of Planning Commission workshops on April 30, 2014 and May 14, 2014 to become familiar with questions raised in the process to date and prepare to answer these questions. Prepare recommendations for revisions to the proposed ordinance, if appropriate.
2. Attend a Planning Commission workshop in Monterey County to make a short presentation responding to technical questions raised to date, to partner with the Monterey County's Sheriff's Office and the Resource Management Agency (RMA) – Planning as they demonstrate enforcement procedures, and to respond to questions regarding the proposed revised noise ordinance.
3. If required, attend a Monterey County Board of Supervisors meeting to respond to questions regarding the proposed revised noise ordinance.

Hourly rates for BBA:

Principal Consultant:	\$195/hour
Senior Consultant:	\$130/hour
Consultant:	\$105/hour
Associate:	\$95/hour
Technician:	\$80/hour
Clerical:	\$65/hour

EXHIBIT A - 2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

PAYMENT PROVISIONS:

Payment for services of EMC and BBA will be made from the Contingency budget approved in the original Agreement and will be allocated as follows:

SUBCONSULTANT FEE: Review noise ordinance language and attend meetings (BBA) (Nos. 1, 2 and 3 above)	\$ 5,100.00
EMC's Administrative Cost	\$ 510.00
Total for Services paid from Project Contingency Budget:	\$ 5,610.00

Payment: An invoice will be submitted to the County upon completion of services. The invoice will be based on time and materials, including travel expenses, and shall not exceed \$5,610.00. Payment for services are subject to the conditions set forth in Paragraph 6, Payment Conditions, of the Professional Services Agreement. If the County approves travel, lodging and meal reimbursement, EMC shall receive compensation for travel expenses for its subconsultant as per the "Monterey County Travel and Business Expense Reimbursement Policy". To receive reimbursement, EMC must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

A copy of the Monterey County Travel and Business Expense Reimbursement Policy is incorporated into this PSA by this reference and is available online at:

http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

SCHEDULE FOR COMPLETION:

Work will be scheduled in order to prepare for and attend the November 12, 2014 Planning Commission workshop.