

# Attachment C

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**AMENDMENT NO. 5  
TO AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
RINCON CONSULTANTS, INC.**

**THIS AMENDMENT NO. 5** to Agreement No. A-12548 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Rincon Consultants, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective retroactive to April 14, 2020.

**WHEREAS**, CONTRACTOR entered into Agreement No. A-12548 with County on August 16, 2013 (hereinafter, “Agreement”) to provide permit application review services (hereinafter, “services”) through August 16, 2016 with the option to extend the Agreement for two (2) additional one (1) year period(s), for an amount not to exceed \$100,000 per fiscal year (FY) for a total amount not to exceed \$300,000 for the initial three (3) year term (FY 2013-14, FY 2014-15, and FY 2015-16) in accordance with the terms and conditions of the Agreement; and

**WHEREAS**, Agreement was amended by the Parties on June 28, 2016 (hereinafter, “Amendment No. 1”, including Attachment A-1 – Revised Pricing Sheet, effective August 17, 2016) to extend the term for one (1) additional year through August 16, 2017, to update the Pricing Sheet, and to increase the amount by \$500,000 for the cost of services during that period (FY 2016-17) which resulted in a total not to exceed amount of \$800,000; and

**WHEREAS**, Agreement was amended by the Parties on July 25, 2017 (hereinafter, “Amendment No. 2”) to extend the term for one (1) additional year through August 16, 2018 and to increase the amount by \$300,000 for the cost for services during that period (FY 2017-18) which resulted in a total not to exceed amount of \$1,100,000; and

**WHEREAS**, Agreement was amended by the Parties on July 23, 2018 (hereinafter, “Amendment No. 3”) to update the provisions, to extend the term for approximately eleven (11) additional months through June 30, 2019, and to increase the amount by \$100,000 for the cost for services during that period (FY 2018-19) which resulted in a total not to exceed amount of \$1,200,000; and

**WHEREAS**, Agreement was amended by the Parties on June 25, 2019 (hereinafter, “Amendment No. 4”, including Attachment A-2 Revised Pricing Sheet, effective July 1, 2019) to extend the term for approximately one (1) additional year through June 30, 2020, to update the Pricing Sheet, and to increase the amount by \$100,000 for the cost for services during that period (FY 2019-20) which resulted in a total not to exceed amount of \$1,300,000; and

**WHEREAS**, Agreement expired pursuant to its terms on June 30, 2020; and

**WHEREAS**, no services have been provided since June 30, 2020, and no further services will be provided by CONTRACTOR; and

**WHEREAS**, County desires to pay CONTRACTOR additional compensation for work performed by CONTRACTOR in good faith in the amount of \$5,164.29; and

**WHEREAS**, additional funding is necessary to allow payment to CONTRACTOR for previously rendered services; and

**WHEREAS**, the Parties wish to retroactively amend the Agreement to increase the cost for services by \$5,164.29 for FY 2019-20 for a total amount not to exceed \$1,305,164.29 to allow CONTRACTOR to be compensated for services identified in the Agreement and as amended by this Amendment No. 5.

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

1. Amend Paragraph 4.1 under Section 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both Parties that the CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Attachments A and A-1. The total amount of this AGREEMENT shall not exceed \$100,000 per fiscal year (FY) for the initial three (3) year term (FY 2013-14, FY 2014-15 and FY 2015-16) of this AGREEMENT. Additionally, the total amount of this AGREEMENT shall not exceed \$500,000 for the first additional one (1) year period extension (FY 2016-17), shall not exceed \$300,000 for the second additional one (1) year period extension (FY 2017-18), shall not exceed \$100,000 for the third additional approximate eleven (11) month period extension (FY 2018-19) beyond the initial term, and shall not exceed \$105,164.29 for the fourth additional one (1) year period extension beyond the initial term for a total AGREEMENT amount not to exceed \$1,305,164.29.

2. In all places within the Agreement, any reference to County's email address of [RMA-Finance-AP-GP@co.monterey.ca.us](mailto:RMA-Finance-AP-GP@co.monterey.ca.us) for invoicing, is hereby replaced with [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).
3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 5 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 5 are incorporated into the Agreement and this Amendment No. 5.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

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

By: *Brian P. Briggs*  
B162D1AF861147F... Brian P. Briggs  
Deputy County Counsel

Date: 11/9/2020

**Approved as to Fiscal Provisions**

By: *Gary Giboney*  
D3834BFEC1D8449... Auditor/Controller

Date: 11/9/2020

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

By: \_\_\_\_\_  
Leslie J. Girard  
County Counsel-Risk Manager

Date: \_\_\_\_\_

Rincon Consultants, Inc.

Contractor's Business Name

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

Its: Stephen Svete, AICP, LEED AP ND  
Executive Vice President  
(Print Name and Title)

Date: November 9, 2020

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

Its: Richard Daulton, MURP  
Secretary  
(Print Name and Title)

Date: November 11, 2020

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

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