

Attachment A

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**ATTACHMENT A
RENEWAL AND AMENDMENT NO. 1
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
UCP EAST GARRISON, LLC**

THIS AMENDMENT NO. 1 to Funding Agreement No. A-16313 between the County of Monterey, a political subdivision of the State of California (“County”) and UCP East Garrison, LLC (“PROJECT APPLICANT”) is hereby entered into between the County and the PROJECT APPLICANT (collectively, the “Parties”) and retroactive to of July 1, 2024.

WHEREAS, PROJECT APPLICANT received approval for a Combined Development Permit (PLN030204) from the Board of Supervisors on October 4, 2005, for the East Garrison Specific Plan and Combined Development Permit Amendment Project (“Project”);

WHEREAS, PROJECT APPLICANT requested the County contract with a qualified planning and environmental consultant to provide additional application processing and environmental support services necessary to timely expedite reviewing and processing the application, including California Environmental Quality Act (CEQA) documentation;

WHEREAS, PROJECT APPLICANT entered into Funding Agreement A-16313 with the County to provide funding for the planning and environmental services of the Project in an amount not to exceed \$240,295.90 for a term of May 22, 2023 through June 30, 2024;

WHEREAS, concurrent with approval of the Funding Agreement, the County entered into Professional Services Agreement A-16313 with Denise Duffy & Associates, Inc., (“CONTRACTOR”) to provide environmental services for the Project in an amount not to exceed \$184,843 for a term of May 22, 2023 through June 30, 2024;

WHEREAS, the Agreement expired by its own terms on June 30, 2024;

WHEREAS, the Agreement’s provisions require updating;

WHEREAS, additional planning services are necessary to provide ongoing pre-construction condition compliance related to services through recordation of the final map; and

WHEREAS, additional funds are necessary for CONTRACTOR to continue to provide services; and

WHEREAS, the Parties wish to further amend the Funding Agreement to extend the term for two (2) years to June 30, 2026, with a retroactive start date of July 1, 2024, and increase the Agreement amount of \$240,295.90 by \$161,791.50 for a new Agreement amount of \$402,087.40; and

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

1. This Agreement A-16313 is hereby renewed retroactive to July 1, 2024, and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.
2. Amend the last sentence and update the table in Paragraph 1, “Deposits to Fund PSA and County Fee for Contract Administration,” to read as follows:

This totals \$269,032.15 and includes:

CONTRACTOR's Base Budget (excluding optional task)	\$233,941.00
County Project Management/Contract Administration	<u>35,091.15</u>
Total Deposit	\$269,032.15

PROJECT APPLICANT shall deposit \$269,032.15 with the County of Monterey Housing and Community Development Department (HCD) upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County.

PROJECT APPLICANT's deposit of \$269,032.15 with the County shall be a condition precedent to County's obligation under this AGREEMENT.

- Amend the last sentence of Paragraph 2, "Fifteen Percent (15%) Project Contingency," to read as follows:

This fifteen percent (15%) Project Contingency totals \$35,091.15 and is subject to the procedures set forth in this AGREEMENT.

- Amend Paragraph 3, "Budget Under AGREEMENT," to read as follows:

The amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$402,087.40.

CONTRACTOR'S Base Budget	\$233,941.00
Project Mgmt/Contract Admin Fee (15% of Base Budget)	<u>\$35,091.15</u>
<i>Subtotal Due Upon Approval</i>	<i>\$269,032.15</i>
Project Contingency Fee (15% of Base Budget)	<u>\$35,091.15</u>
<i>Subtotal Base Budget Contingency</i>	<i>\$35,091.15</i>
Optional Tasks	\$75,357.00
Project Contingency (15% of Optional Task)	<u>\$11,303.55</u>
Project Mgmt/Contract Admin Fee (15% of Optional Task)	<u>\$11,303.55</u>
<i>Subtotal Optional Task</i>	<i>\$97,964.10</i>
TOTAL Budget Under AGREEMENT	\$402,087.40

- Amend Paragraph 7, "Payment(s) to CONTRACTOR and County," to add item "e., Payments to County," to read as follows:

Project Applicant shall respond to reimbursement requests promptly and within thirty (30) days of receipt of the request. Failure to timely reply with payment may result in additional fees.

6. Amend Paragraph 9, “Term,” to read as follows:

AGREEMENT shall become effective May 22, 2023 and continue through June 30, 2026, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

7. Amend the first sentence of Paragraph b, “County Contract Administration Fee,” of Paragraph 7, “Payment(s) to CONTRACTOR and County,” to read as follows:

The County Project Management and Contract Administration Fee of \$35,091.15 (base budget) associated with the PSA between the County and CONTRACTOR shall be paid by PROJECT APPLICANT upon approval of this Agreement by the County of Monterey Board of Supervisors.

8. Amend the first sentence of Paragraph c, “Project Contingency,” of Paragraph 7, “Payment(s) to CONTRACTOR and County,” to read as follows:

An additional fifteen percent (15%) of CONTRACTOR’s Base Budget, in an amount not to exceed \$35,091.15, covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of both the County and PROJECT APPLICANT.

9. Amend the first sentence of Paragraph 10, “Termination,” to read as follows:

AGREEMENT shall terminate on June 30, 2026, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days written notice to the other.

10. In all places within the Agreement, any reference to the County’s email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.

11. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.

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

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Funding Agreement which shall be retroactively effective July 1, 2024.

COUNTY OF MONTEREY

UCP EAST GARRISON, LLC

By: N/A
Contracts/Purchasing Officer

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

Date: _____

Daniel Turpin, Division President
Name and Title

By: _____
Craig W. Spencer, Director

Date: _____

Date: _____

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

Approved as to Form
County Counsel
Susan K. Blitch, County Counsel

Dean Mills, Vice President
Name and Title

By: _____
Michael Whilden, Deputy County Counsel

Date: _____

Date: _____

Approved as to Fiscal Provisions

Approved as to Form

By: _____
Auditor/Controller

By: _____
Holly Traube Cordova
Regional Legal Counsel

Date: _____

Date: _____

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

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) managers. 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.