

Attachment C

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**AMENDMENT NO. 10
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
VARIOUS PROJECT APPLICANTS
FOR THE MOSS LANDING COMMUNITY PLAN UPDATE
ENVIRONMENTAL IMPACT REPORT**

THIS AMENDMENT NO. 10 to Funding Agreement No. A-11927 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 Funding Agreement No. A-11927 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 make 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 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 Maximum Budget Under Agreement not to exceed amount of \$565,088.00; and

WHEREAS, Agreement was amended by the Parties on October 1, 2018 (hereinafter, "Amendment No. 9") to extend the term for twenty (20) additional months through May 31, 2020 with no increase in the not to exceed amount; and

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

WHEREAS, additional funding is necessary to allow Contractor to provide additional tasks related to updates to the water supply and traffic analysis studies to complete the EIR for the Project; and

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

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$70,278.00 for a total amount not to exceed \$635,366.00 with no extension to the term to allow County funding for costs incurred by Contractor to complete tasks identified in the Agreement and as amended by this Amendment No. 10.

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, Parks 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", "1B" and "1C", 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", "1B" and "1C" 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", "1B" and "1C" of this AGREEMENT.

4. Amend Paragraph 1, "**Maximum Budget for THE PROJECT**", to read as follows:

Maximum Budget for THE PROJECT. The maximum amount assessed for THE PROJECT is increased in the amount of \$70,278.00, for a total amount not to exceed \$635,366.00:

| | |
|--|----------------------------|
| 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): | <u>\$ 51,000.00</u> |
| 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 |
| CONTRACTOR's Base Budget (based on Amendment No. 10): | \$ 70,278.00 |
| <u>Maximum Budget Under AGREEMENT:</u> | <u>\$635,366.00</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”, “1B” and “1C”.

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 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.

7. Amend the third paragraph of Paragraph, 3, “**CONTRACTOR – CONTRACTOR’S Base Budget**”, to read as follows:

| | |
|--|---------------------|
| CONTRACTOR’s Base Budget: | \$486,212.00 |
| PROJECT APPLICANTS’ Portion of Base Budget: | \$242,236.70 |

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

Carl P. Holm, AICP
RMA Director
County of Monterey
Resource Management Agency – Land Use and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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


IN WITNESS WHEREOF, the Parties hereby execute this Amendment No. 10 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: _____
Carl P. Holm, AICP
RMA Director

Date: _____

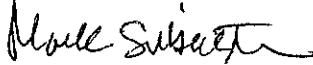
Approved as to Form and Legality
Office of the County Counsel

By: 
Brian P. Briggs
Deputy County Counsel

Date: 3-11-19

PROJECT APPLICANTS*

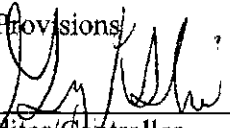
Elkhorn Slough Foundation

By:  for:
(Signature)
Under Authority of the Board

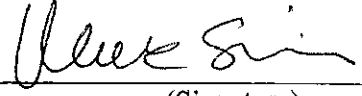
Its: Anne Olsen, President
(Print Name and Title)

Date: 2/13/19

Approved as to Fiscal Provisions

By: 
Auditor/Controller

Date: 3-12-19

By:  for:
(Signature)

Under Authority of the Board.
Subst name
Judith Connor, Vice President
(Print Name and Title)

Date: 2/13/19

*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:

1/17/19

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PROJECT APPLICANT*

Monterey Bay Aquarium Research Institute

By: 
(Signature)

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

Date: 1/17/19

By: 
(Signature)

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

Date: 1-17-19

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PROJECT APPLICANT*

Moss Landing Commercial Park, LLC
d/b/a Moss Landing Business Park

By:

Nader Agha
(Signature)

Its:

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

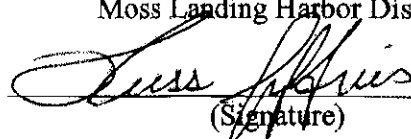
Date:

13 Feb 2019

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PROJECT APPLICANT*

Moss Landing Harbor District

By: 
(Signature)

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

Date: 1.23.19

By: 
(Signature)

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

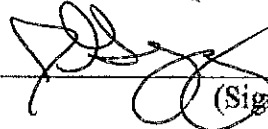
Date: 1.28.19

*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*

Quin Delta, LLC

By:



(Signature)

Its:

John Gregg, Manager

(Print Name and Title)

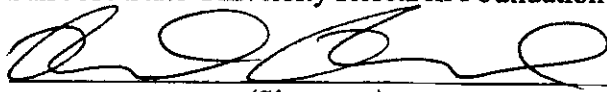
Date:

3/5/19

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PROJECT APPLICANT*

San Jose State University Research Foundation

By: 
(Signature)

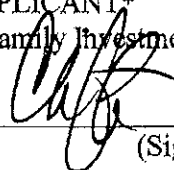
Its: Rajnesh Prasad, Executive Director
(Print Name and Title)

Date: 2/7/19

*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*

Keith Family Investments, LLC and/or assignee

By: 
(Signature)

Its: Chris Keith, Managing Partner
(Print Name and Title)

Date: 1/17/19

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PROJECT APPLICANT*

By: Phil DiGirolamo

(Signature)

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

Date: 1/18/19

*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 1C

**AMENDMENT NO. 10 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. 10
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
EMC PLANNING GROUP, INC.**

THIS AMENDMENT NO. 10 to Professional Services Agreement No. A-11914 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 Professional Services Agreement No. A-11914 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, Agreement was amended by the Parties on December 11, 2017 (hereinafter, "Amendment No. 8", including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for four (4) additional months through September 30, 2018 and to increase the amount by \$91,500 which resulted in a total not to exceed amount of \$460,948; and

WHEREAS, Agreement was amended by the Parties on October 1, 2018 (hereinafter, "Amendment No. 9") to extend the term for twenty (20) additional months through May 31, 2020 with no increase in the not to exceed amount; and

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

WHEREAS, additional funding is necessary to allow CONTRACTOR to provide additional tasks related to updates to the water supply and traffic analysis studies to complete the EIR for the Project; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$70,278 for a total amount not to exceed \$531,226 with no extension to the term to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 10.

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, A-2 and A-3** 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, A-2 and A-3**, 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 \$531,226.

3. Amend Paragraph 4, "**Additional Provisions/Exhibits**", by adding "Exhibit A-3, Scope of Services/Payment Provisions".
4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 10 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. 10 are incorporated into the Agreement and this Amendment No. 10.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 10 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By:

Carl P. Holm, AICP
RMA Director

EMC Planning Group, Inc.
Contractor's Business Name

Date:

By:

(Signature of Chair, President or Vice President)

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

Its:

(Print Name and Title)

By:

Brian P. Briggs
Deputy County Counsel

Date:

By:

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

Date:

Its:

(Print Name and Title)

Approved as to Fiscal Provisions

Date:

By:

Auditor/Controller

Date:

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By:

Name:

Title:

Date:

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EXHIBIT A-3 - 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 costs associated with the preparation of the Moss Landing Community Plan (MLCP) Update (Project) Environmental Impact Report (EIR). Specific costs are additional tasks and technical report updates related to the need for a revised water supply study, updated traffic impact analysis, and revisions to the EIR to reflect possible changes to the Moss Landing Business Park (MLBP) description and an additional meeting at County offices to discuss the process to best address issues that may be determined significant and unavoidable, specifically water supply and traffic.

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

1.6 Administration 2018 - 2020

In accordance with the terms on page 35 of this 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 \$5,780 for additional administrative work through May 31, 2020 to complete the Project.

Please refer to the budget summary table by task and the Cost Proposal at the end of this scope.

1.7 Strategy Meeting

CONTRACTOR shall meet with County staff to discuss an approach to two (2) issues for which a determination of a significant and unavoidable impact may be made: water supply and traffic. This meeting is in addition to the meeting included in Amendment No. 8 to the Agreement, reserving that meeting for review of work products.

Groundwater supplies are over drafted and may not meet the demand anticipated for build-out of the MLCP. In a previous version of the MLCP, policy was written to address phasing of development within the constraints of the water supply. Although recycled water is used for agricultural irrigation to forestall sea water intrusion, and desalinated water facilities are proposed that could provide water to Moss Landing, the EIR's presentation on the timing for delivery of desalinated water should be discussed. Attendance by a Senior Engineer from CONTRACTOR's water sub-consultant, Todd

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

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

5.4.b Water Supply Study Update

CONTRACTOR's water sub-consultant, Todd Groundwater, prepared several versions of a water supply study. The most recent version was completed on December 5, 2015. The build-out capacity for the MLBP site may be increased since the last water supply was completed, and an update to the study is necessary. The Salinas Valley Groundwater Sustainability Plan, authorized by legislation signed less than three (3) months prior to completion of the last water supply study, is now underway and may provide additional data for the water supply study. Additionally, there is now more known about the desalination projects proposed to supplement the existing groundwater and recycled water supplies currently available in the Moss Landing-Castroville area. Because the industrial square footage may increase, Todd Groundwater's updated scope assumes the need to prepare the study in accordance with the requirements of California Water Code Section 10910 (Water Supply Assessments). Todd Groundwater's scope and cost is included in Attachment B. CONTRACTOR shall assist in finding and providing data for the water supply study and incorporate new information in the EIR. CONTRACTOR's water sub consultant's attendance at the Pajaro Sunny Mesa Board meeting for approval of the water supply assessment is included.

5.7 Sea Level Rise Study

The *Moss Landing Community Coastal Climate Change Vulnerability Report* (June 2017) has become available. CONTRACTOR shall review and incorporate information into the EIR.

Product Delivery and Schedule

CONTRACTOR shall prepare a revised schedule of tasks beginning with a second Administrative Draft EIR once Amendment No. 10 to the Agreement is approved and a date certain is known for completion of the updated MLCP and companion Coastal Implementation Plan. CONTRACTOR estimates a six (6) month completion from delivery of the updated MLCP and authorization to continue work through completion of the Administrative Final EIR. CONTRACTOR shall provide deliverables in electronic format to Shelley Glennon, Senior Planner, at glennons@co.monterey.ca.us unless otherwise noted.

The following table summarizes the budget of the tasks described above.

| Amendment No. 10 Tasks | Sub-Consultant Budget | CONTRACTOR Budget |
|---|-----------------------|-------------------|
| Task 1.6 – Administration 2018-2020 | | \$5,780 |
| Task 1.7 – Strategy Meeting | \$3,210 | \$4,820 |
| Task 3.4 – Changes to Project Description | | \$2,535 |
| Task 5.1 - Traffic Impact Analysis | \$25,000 | \$960 |
| Task 5.4 – Water Supply Study | \$23,240 | \$780 |
| Task 5.7 – Sea Level Rise Study | | \$1,275 |
| Direct Costs (including overhead) | | \$105 |
| Sub-Consultant Overhead | | \$2,573 |
| Sub-Total | \$51,450 | \$18,828 |
| Grand Total | | \$70,278 |

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Tasks detailed above shall be provided as noted. Additional services shall not be provided until the additional services are presented to County and with County and Project Applicant approval, amended into this Agreement. Once the amendment to the Agreement is fully executed, CONTRACTOR will receive County's authorization to proceed with the additional services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an additional amount not to exceed \$70,278 for a total amount not to exceed \$531,226 (Base budget amount of \$486,212 and Project 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-3, Scope of Services/Payment Provisions. CONTRACTOR's compensation for services rendered shall be based on the tasks listed above and in the following Cost Proposal.

CONTRACTOR proposes payment for completed milestones as follows:

| | |
|--------------------------------------|-----------------|
| Milestone 1: Water Supply Study | \$24,402 |
| Milestone 2: Traffic Impact Analysis | \$26,250 |
| Milestone 3: Strategy Meeting | <u>\$ 8,191</u> |
| TOTAL: | \$58,843 |

Milestone 4: Remaining Administrative Costs - \$5,885, Data Coordination and Related EIR Revisions - \$1,740, Project Description Changes - \$2,535, and Sea Level Rise Revisions to the EIR - \$1,275, for a total amount not to exceed \$11,435, will be clearly identified as listed herein on a fourth invoice and upon completion of the services.

Travel reimbursement is included in Administrative Overhead. There shall be no further 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-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Moss Landing Community Plan Update EIR - Cost Proposal for Amendment No. 10

| Task | EMC Planning Group Inc. | | | | | Total Hours | Total Cost |
|---|-------------------------|------------|-------------------|------------|----------------|----------------|------------------------|
| Staff | Sr. Principal | Principal | Assistant Planner | Production | Administrative | | |
| Billing Rate (Per Hour) | \$235.00 | \$200.00 | \$95.00 | \$125.00 | \$75.00 | | |
| Task 1.6 Administration 2018-2020 | 8 | 18 | 0 | 0 | 4 | 30 | \$5,780.00 |
| Task 1.7 Strategy Meeting | 12 | 10 | 0 | 0 | 0 | 22 | \$4,820.00 |
| Task 3.4 Changes to the Project Description | 0 | 10 | 3 | 2 | 0 | 15 | \$2,535.00 |
| Task 5.1 b Traffic Impact Analysis Data Coord | 0 | 1 | 8 | 0 | 0 | 9 | \$960.00 |
| Task 5.4 b Water Supply Study Data Coordin | 0 | 2 | 4 | 0 | 0 | 6 | \$780.00 |
| Task 5.7 Incorporate New Sea Level Rise Stu | 0 | 4 | 5 | 0 | 0 | 9 | \$1,275.00 |
| Subtotal (Hours) | 20 | 45 | 20 | 2 | 4 | Total Hours 91 | Total Cost \$16,150.00 |
| Subtotal (Cost) | \$4,700.00 | \$9,000.00 | \$1,900.00 | \$250.00 | \$300.00 | | |

| Additional Costs | |
|----------------------------|-----------------|
| Travel Costs | \$70.00 |
| Miscellaneous | \$30.00 |
| Administrative Overhead 5% | \$5.00 |
| Total | \$105.00 |

| | |
|-------------------------------------|--------------------|
| Todd Groundwater - Report Update | \$21,040.00 |
| Todd Groundwater - Strategy Meeting | \$1,810.00 |
| Todd Groundwater - PSMWD Meeting | \$2,200.00 |
| Fehr and Peers - Report Update | \$25,000.00 |
| Fehr and Peers - Strategy Meeting | \$1,400.00 |
| Subconsultant Overhead 5% | \$2,573.00 |
| Total | \$54,023.00 |

Total Costs \$70,278.00

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

Invoices for work products / deliverables / milestones 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: \$91,500.00 (\$91,500.00 Base Budget plus \$0 Project Contingency)
 Term Extension to September 30, 2018

Amendment No. 9: Term Extension to May 31, 2020

This Invoice: ***Task 1: Administration/Management***

1.6 Administration 2018 - 2020

\$ 5,780.00 -CONTRACTOR _____

1.7 Strategy Meeting

\$ 4,820.00 -CONTRACTOR _____

\$ 1,400.00 -Traffic Sub-Consultant (Fehr & Peers) _____

\$ 1,810.00 -Water Sub-Consultant (Todd Groundwater) _____

Task 3: Prepare Complete and Detailed Project Description

3.4 Changes to Project Description

\$ 2,535.00 -CONTRACTOR _____

Task 5: Prepare Technical Studies

5.1.b Traffic Impact Analysis Update

\$ 960.00 -CONTRACTOR _____

\$ 25,000.00 -Traffic Sub-Consultant (Fehr & Peers) _____

EXHIBIT A-3 - SCOPE OF SERVICES/PAYMENT PROVISIONS

| | | | |
|---------------|--------------|--|-------|
| | | 5.4.b Water Supply Update | |
| \$ | 780.00 | -CONTRACTOR | _____ |
| \$ | 21,040.00 | -Water Sub-Consultant (Todd Groundwater) | _____ |
| \$ | 2,200.00 | -PSMWD Meeting (Todd Groundwater) | _____ |
| | | 5.7 Sea Level Rise Study | |
| \$ | 1,275.00 | -CONTRACTOR | _____ |
| | | Additional Costs | |
| \$ | 105.00 | -Administrative Overhead | _____ |
| \$ | 2,573.00 | -Sub-Consultant Overhead (5%) | _____ |
| Total: | \$ 70,278.00 | | _____ |

Remaining Balance \$ _____

Approved as to Work/Payment: _____ Date: _____
Shelley Glennon, Senior Planner

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 address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

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 or via email to RMA-Finance-AP-GP@co.monterey.ca.us.



August 16, 2018

Richard James
EMC Planning Group
301 Lighthouse Avenue, Suite C
Monterey, CA 93940

Subject: Additional Transportation Services for the Moss Landing Community Plan Environmental Impact Report (EIR), in Moss Landing, California SJ11-1242

Dear Richard:

Thank you for the opportunity to submit this proposal to provide additional transportation planning and engineering services not covered under our current contract to support the Moss Landing Community Plan EIR.

The Moss Landing Community Plan project has been on hold since 2016 and Monterey County would like to now finalize it and the associated Environmental Impact Report (EIR). This will require an update the Transportation Impact Analysis (TIA) prepared in 2015 to include new intersection counts and updated forecasts. In addition, it is our understanding that the land use assumptions for the Community Plan have been refined and requiring the project trip generation estimates to be revised. The project descriptions for the three near-term developments (Monterey Bay Aquarium Research Institute (MBARI), Moss Landing Marine Lab (MLML), and Gregg Drilling) have not changed and we will rely on the previously prepared trip estimates for these three developments.

The analysis will include the four intersections previously analyzed in the TIA:

1. Highway 1 / Dolan Road
2. Highway 1 / Moss Landing (North)
3. Highway 1 / Moss Landing (South) – Potrero Road
4. Highway 1 / Merritt Road (Highway 183)

The intersections will be evaluated under the scenarios in the previous TIA:

Scenario 1: *Existing Conditions* – Existing traffic volumes obtained from April 2018 counts.



- Scenario 2a:** *Existing + MBARI conditions* – Existing volumes plus volumes generated by the MBARI development project.
- Scenario 2b:** *Existing + MLML conditions* – Existing volumes plus volumes generated by MLML development projects.
- Scenario 2c:** *Existing + Gregg conditions* – Existing volumes plus volumes generated by the Gregg Marine development project.
- Scenario 3:** *No Project Cumulative Analysis* – Year 2030 cumulative traffic volumes consisting of Existing volumes with through traffic adjusted by a growth factor, plus traffic from approved (but not constructed projects) within the Moss Landing Community Plan Area.
- Scenario 4:** *Community Plan Cumulative Analysis* – Year 2030 cumulative traffic volumes plus volumes generated by the full Community Plan build-out and the three individual development projects listed above (MBARI, MLML and Gregg).

Our scope of work to revise the Moss Landing Community Plan TIA is outlined below.

Scope of Work

Task 1 – Update Existing Conditions

We will update the analysis results for Existing Conditions (Scenario 1) with new intersection count data collected in April 2018. The intersection analysis will be conducted using Synchro analysis software incorporating analysis methods from the Highway Capacity Analysis HCM 6th Edition.

Task 2 – Develop Trip Generation Estimates for the Community Plan

We will update the trip generation estimates for the Community Plan area (not including MBARI, MLML, and Greggs Drilling)-based on the new programming proposed by the Community Plan. Trip generation estimates will be developed using Institute of Transportation Engineers (ITE) rates or other engineering sources, as applicable.

Task 3 – Update Cumulative No Project Conditions

We will update the analysis for Cumulative No Project Conditions (Scenario 3) to the year 2030 by applying a growth rate. The growth rate will be determined using historical traffic counts and information from the Association of Monterey Bay Area Governments (AMBAG) travel demand model. We will confirm these growth rates with the County.



Task 4 – Update Plus Project Analysis scenarios

Based on the trip estimates from Task 2 and baseline scenarios developed in Task 1 and 3, we will conduct intersection level of service analysis for the four study intersections for Scenarios 2a, 2b, 2c, and 4.

Task 5 – Identify Impacts and Mitigation Measures

Significant impacts will be identified using appropriate criteria for each travel mode and circulation issue. Project impacts will be identified by comparing the results of the level of service calculations for Existing Conditions to the results for individual Project Conditions. Year 2030 (cumulative) impacts of the proposed Community Plan will be identified by comparing the results of the level of service calculations for Scenario 4 to Existing Conditions. County and Caltrans TIA guidelines will be used to identify impacts for their roadway facilities.

For significant impacts, feasible mitigation measures will be recommended to reduce impacts to a less than significant level where possible. Since there are proposed and planned improvements within the study area, an assessment will be made as to how well these improvements address either impacts or safety concerns. This assessment will be included in the study documentation.

Project impacts to the surrounding transit, bicycle, pedestrian facilities and parking will also be identified. Measures to mitigate project impacts on these facilities will be recommended including providing appropriate linkages to adjacent land uses, and improving facilities for all modes including bus turnouts, shelters, etc.

Task 6 – Update TIA Report

Based on the analysis results we will update TIA report. An administrative draft of the report will be submitted for review and comment. Fehr & Peers will address comments and make corrections to the document and prepare a draft report for review by County staff. Fehr & Peers will address County staff questions/comments and any corrections and prepare a final TIA for public review and circulation with the environmental document.

This proposal includes up to a total of 12 staff hours to respond to comments on the administrative draft and draft reports. Responding to comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered an additional service.

Richard James
August 16, 2018
Page 4 of 4



Task 7 – Respond to Comments

This proposal includes up to a total of 8 staff hours to respond to comments generated during the public review process of the environmental document. Responding to comments requiring additional technical analysis or additional staff time beyond the number of hours budgeted will be considered an additional service.

Task 8 – Attend Meetings

Fehr & Peers will attend one public meeting (workshop or hearing). Attendance at additional public meetings or any project meetings will be conducted as an additional service.

Fee and Terms

The time-and-material budget to complete the tasks above is \$25,000, and includes all staff time, as well as direct expenses. This increases the total project budget to \$122,360. Additional services will be conducted with written authorization and billed on a time-and-materials basis. This agreement will be governed by the terms of our original contract dated February 8, 2011.

Should you have any questions, please feel free to call me at (408) 645-7014. Otherwise, please provide a contract amendment at your earliest convenience. We anticipate that we can complete the analysis outlined above within ten weeks after our receipt of a contract amendment or written notice to proceed. We appreciate the opportunity to continue to work with you on this project.

Sincerely,

FEHR & PEERS



Franziska Church, AICP

Senior Associate



January 6, 2019

MEMORANDUM

Transmitted via e-mail

To: Richard James, EMC Planning Group
From: Kate White, PE and Iris Priestaf, PhD, President
Re: Revised Proposal to Update the Water Supply Assessment for the Moss Landing Community Plan, Moss Landing, California

Todd Groundwater (previously called Todd Engineers) has prepared various versions of a Water Supply Assessment (WSA) or a Water Supply Evaluation (WSE) for the Moss Landing Community Plan (MLCP or Project) over the last seven years. The most recent is the December 4, 2015 Public Draft Update WSE. Since 2015, changes have occurred to the proposed MLCP, including an increase in industrial square footage that warrants an updated WSA.

This proposal outlines the scope and estimated costs to update our 2015 MLCP WSE. The proposed increase in additional square footage at the Moss Landing Business Park may trigger the need for a full Water Supply Assessment (rather than a Water Supply Evaluation) in accordance with California Water Code Section 10912(a)¹ because the increase in square footage at the Moss Landing Business Park may be over 650,000 square feet (sf). The provided cost estimate includes increased detail needed to comply with the full WSA reporting requirements.

The California Water Code Section 10910 (also termed Senate Bill 610 or SB610) requires that a WSA be prepared for a project that is subject to the CEQA and is considered a project subject to SB610 as defined in Water Code Section 10912. The MLCP is subject to CEQA and is a project according to Water Code Section 10912 because it contains industrial land having more than 650,000 sf of floor space. This WSA will provide a comparison of projected water supplies and demands to form the basis for an assessment of water supply sufficiency for the Project. The analysis will extend to 2045 and address water demands in five-year increments and fulfill SB 610 WSA requirements. The Sustainable Groundwater Management Act (SGMA) and status of the Sustainable Groundwater Management Plan (GSP) being prepared by the Salinas Basin Sustainable Groundwater Agency (GSA) will be summarized as important context for water

¹(5) (A) industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 sf of floor space except as otherwise provided in subparagraph (B)

resource planning and management in the Moss Landing area. We note that the basin is designated by DWR as critically overdrafted.

The following sections outline our scope of work, staffing, schedule, and budget for the WSA.

Scope of Work

Todd Groundwater will work closely with the Monterey County Resource Management Agency and EMC Planning Group, preparer of the Environmental Impact Report, to update the 2015 Public Draft Update of the WSE. The update will incorporate revised information regarding Project buildout size and water use as well as extending the projections to 2045 (from 2035). The baseline (current) water use may be updated from those of 2012 to current conditions, if warranted. The update also may include review of relevant GSP information as available. Our scope will be compliant with full WSA requirements and will follow the Department of Water Resources (DWR) *Guidebook* for Implementation of SB 610 and 221, where applicable.

Task 1 Data Acquisition and Review

In this task, we will acquire and review relevant updated information. We will request projected buildout conditions to update our MLCP Additional Water Demand Projections at Buildout table (Table 2 in the 2015 Public Draft Update WSE). This will include updated square footages of commercial and industrial development and updated number of residential units. We will also request projected water use rates for the additional development. If they are not available, we can use reasonable water use rates from similar developments. We will also request updated population projections to update Table 4 of the 2015 WSE to 2045.

Task 2 Water Supply and Demand Assessment

This task involves evaluation of water supply and demand for the Project during normal and drought conditions with projection to the year 2045. Water supply and demand will be compared to assess the sufficiency of water supply for the MLCP in light of the Moss Landing area's total water supply and demand. If the supply is deemed insufficient, we will appropriately document Pajaro Sunny Mesa Community Services District (PSMCSD) plans for water supply augmentation. A brief discussion of the County's policies regarding development in the MLCP area and a discussion of the Salinas Valley GSA Groundwater Sustainability Plan preparation status will also be included.

2a. Assess Water Demand. We will compare provided Project water demand numbers to general water duty factors to assess reasonableness of the Project water use estimates for the various water uses. If water demand numbers are not available, we will use reasonable estimates. Tables 1 and 2 of the 2015 WSE will be updated with the new Project information. In addition, Tables 5 and 6 of the 2015 WSE will be updated with updated current and projected PSMCSD demand information.

2b. Assess Water Supply. Groundwater is the existing source of supply; accordingly, we will update the documentation of groundwater required by Water Code Section 10910 with updated information (Table 9 of the 2015 WSE) and any insights from the GSP process. The climate data in the 2015 WSE will be updated from 2012 to current conditions (Figure 4 and

Table 3 of the 2015 WSE). A summary table will document existing and planned water supplies in 5-year increments to 2045 (update of Table 7 in the 2015 WSE). The analysis will address water supply for normal and dry years (update Table 8 in the 2015 WSE).

2c. Comparison of Supply and Demand and Sufficiency Determination. The WSA will provide a discussion of the sufficiency of water supply for the Project. This will involve comparison of total water supply and demand for the PSMCSD service area with and without the Project under normal conditions with a projection in 5-year increments to 2045. The discussion will also address the projected water supply and demand under single-year and multiple-year drought conditions (update Tables 8 and Table 10 of 2015 WSE).

2d. Potential Mitigations

If the analysis indicates that water supply is insufficient, we will describe ongoing water management planning and PSMCSD plans for acquiring additional water supply. Brief discussions will be included of the County's policies regarding development in the MLCP area and the Salinas Valley GSA GSP preparation status with emphasis on potential projects that will affect the Moss Landing area.

We will work with the County and EMC to identify potential project alternatives, such as a reduction in proposed development, that would reduce overall Project water use. This may be in the form of a simple table showing various reductions in Project development and the associated reduction in proposed water use. The table may also include the option of a phased approach to the development where later phases may only occur if alternative water supplies are secured or regional efforts to resolve overdraft are amenable to more water use.

Task 3 Reporting

3a. Administrative Draft. We will provide the County and EMC with an administrative draft version of the report for internal review. The text of the report will be concise and focused on relevant tables. For purposes of costing, we assume submittal of an electronic version of the report (pdf).

3b. Draft Report. Comments on the Administrative Draft WSA will be incorporated and the Draft Report will be provided to the County and EMC. For purposes of costing, we assume submittal of an electronic version of the draft report (pdf).

3c. Final Report. We will address comments on the Draft WSA and subsequently submit a final WSA in electronic format to the County and EMC. The costs for this task assume minimal comments on the WSA.

Task 4 Project Coordination and Meetings

This task includes project management and coordination among Todd Groundwater, County staff, and EMC; we assume that much communication will occur via email. We have included attending two meetings in our scope and budget. One meeting would be a County staff strategy meeting in Salinas and the other meeting would be a PSMCSD Board meeting in Royal Oaks. We would be happy to support the County and EMC in additional meetings on a time and materials basis.

Staffing

Kate White, Senior Engineer, will serve as project manager with responsibility for the accurate and timely completion of the Project within the cost estimate. She will be assisted by other staff as needed. Iris Priestaf, PhD, President, will provide project oversight.

Schedule

We can complete the Administrative Draft WSA within eight weeks of notice to proceed, assuming timely provision of needed information.

WSA Budget

Our proposed budget for the WSA is \$25,050. This budget assumes no significant changes in the project description in terms of water demand during the WSA process. Todd Groundwater submits monthly invoices on a time and materials basis and we regard this as a not-to-exceed budget. If we complete the project under the budget, unused funds will not be billed.

| | |
|---|-----------------|
| Task 1 Data Acquisition and Review | \$ 2,600 |
| Task 2 Water Supply and Demand Assessment | \$ 8,690 |
| Task 3 Reporting | \$ 8,030 |
| Task 4 Project Coordination and Meetings | <u>\$ 5,730</u> |
| Total: | \$25,050 |

We appreciate the opportunity to continue to work with EMC and Monterey County RMA.

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