



Reference

Monterey County Board of Supervisors

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

Board Order

Agreement No.: A-13636; A-13654

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

- a. Approved the Professional Services Agreement with Denise Duffy & Associates, Inc. (Agreement No. A-13636) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019;
- b. Approved Funding Agreement No. 3 with Jeffrey and Monica LaTourette (Agreement No. A-13654) where the Base Budget is \$140,265 and the Contingency Budget is \$21,040 for a total amount not to exceed \$161,305 to allow funding to Monterey County for costs incurred by Denise Duffy & Associates, Inc. to complete the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) in the Prunedale area of North County, for a term of June 27, 2017 to June 27, 2019; and
- c. Authorized the Chief of Planning Services to execute the Professional Services Agreement with Denise Duffy & Associates, Inc. and Funding Agreement No. 3 with Jeffrey and Monica LaTourette and future amendments to the Agreements where the amendments do not significantly alter the scope of work or change the approved amount of the Agreements.

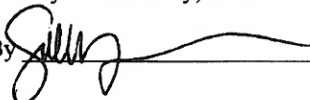
PASSED AND ADOPTED this 11th day of July 2017, by the following vote, to wit:

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 July 11, 2017.

Dated: July 20, 2017
File ID: A 17-298
Revised: July 26, 2017

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

By  Deputy

AGREEMENT AND CONSENT TO ASSIGNMENT OF FUNDING AGREEMENT NO. 3
DATED JULY 25, 2017, BETWEEN
COUNTY OF MONTEREY AND
JEFFREY AND MONICA LATOURETTE (ASSIGNOR) TO
JEFFREY LATOURETTE (ASSIGNEE)

This Agreement and Consent to Assignment is provided by Monterey County (hereinafter, "County") for the benefit of Jeffrey and Monica LaTourette (hereinafter, "Assignor") and Jeffrey LaTourette (hereinafter, "Assignee") and is effective retroactive to **June 27, 2019** (hereinafter, "**Assignment Date**"), which is the effective date of the "**Assignment of Funding No. 3**" attached hereto and incorporated by this reference and referred to as **Exhibit "A"**.

RECITALS

- A. Whereas, Assignor and County entered into Funding Agreement No. 3, dated **July 25, 2017**, as modified by any and all addendums, amendments and exhibits thereto (collectively and hereinafter, "**Agreement**") on file with the County of Monterey, Resource Management Agency (RMA) and incorporated herein by this reference as though fully attached hereto; and
- B. Whereas, on **June 27, 2019** ("**Assignment Date**"), Assignor executed the "**Assignment of Funding No. 3**", referred to as **Exhibit "A"**, attached hereto and incorporated by this reference; and
- C. Whereas, Assignor has transferred certain of its assets to Assignee as reflected in the "**Exhibit A**", dated as of June 27, 2019 (the "**Effective Date**"). In connection with the transfer of such assets, Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, all of Assignor's right, title and interest in and to the **Agreement** which relate to the period on or after the Assignment Date (hereinafter, "**Assignment**"); and
- D. Whereas, **Agreement**, in Paragraph 12, "**Assignment**", provides that, "*Neither of the Parties shall have the right to assign its respective rights and obligations hereunder without the written consent of the other Party*".

PARTIES CONSENT TO ASSIGNMENT

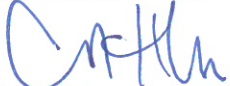
1. County hereby consents to the Assignment of said Agreement to Assignee, effective as of the Assignment Date of June 27, 2019, and acknowledges that said Assignment shall not constitute or be deemed to be a breach of said Agreement by Assignor.
2. Pursuant to said Assignment, Assignor is relieved of all duties, obligations and liabilities under said Agreement arising on or after the Assignment Date of June 27, 2019, and County agrees to look solely to the Assignee to satisfy any such duties, obligations and liabilities under said Agreement arising on or after the Assignment Date of June 27, 2019.
3. Assignee consents to the Assignment of Agreement by Assignor to Assignee and hereby agrees to assume all duties, obligations and liabilities to County under said Agreement, dated July 25, 2017, arising on or after the Assignment Date of June 27, 2019.
4. The Recitals to this Agreement and Consent to Assignment are hereby incorporated into this Agreement and Consent to Assignment.


COUNTY:

County of Monterey
Resource Management Agency
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

ASSIGNEE:

Jeffrey LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

By: 
Name: Carl P. Holm, AICP
Title: RMA Director

By: 
Name: Jeffrey LaTourette
Title: Owner

Date: 8/8/2010

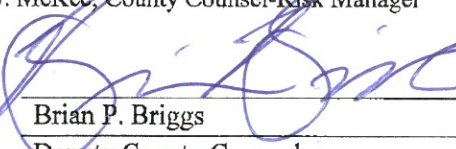
Date: 8-1-19

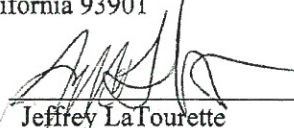
Approved as to Form and Legality:

Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

ASSIGNOR:

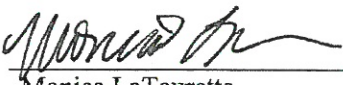
Jeffrey and Monica LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

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

By: 
Name: Jeffrey LaTourette
Title: Owner

Date: 8-6-19

Date: 8-1-19

By: 
Name: Monica LaTourette
Title: Owner

Date: 8-1-19

*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.

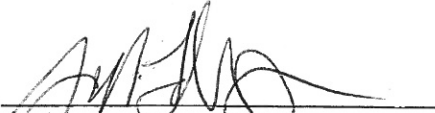
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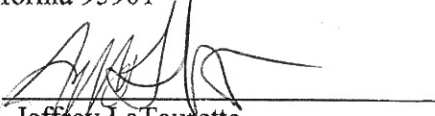
Approved as to Form and Legality:

Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

ASSIGNOR:


Jeffrey and Monica LaTourette
221 South Main Street, Suite 205
Salinas, California 93901

By: _____
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Title: Deputy County Counsel

By: 
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