

**AMENDMENT NO. 18
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ICF JONES & STOKES, INC.**

THIS AMENDMENT NO. 18 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and ICF Jones & Stokes, 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 a Professional Services Agreement with County on May 3, 2005 (hereinafter, "Original Agreement") to provide a legally certifiable Environmental Impact Report (hereinafter, "EIR") for the Rancho Canada Village Subdivision Application (hereinafter, "Project") through December 31, 2006 for an amount not to exceed \$398,508.00; and

WHEREAS, Original Agreement was amended by the Parties on December 28, 2006 (hereinafter, "Amendment No. 1") to extend the term for eight (8) additional months through August 31, 2007 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on October 23, 2007 (hereinafter, "Amendment No. 2") to extend the term for eight (8) additional months through April 30, 2008 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on July 1, 2008 (hereinafter, "Amendment No. 3") to extend the term for six (6) additional months through October 31, 2008 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on December 30, 2008 (hereinafter, "Amendment No. 4") to extend the term for six (6) additional months through April 30, 2009 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on May 14, 2009 (hereinafter, "Amendment No. 5") to extend the term for six (6) additional months through October 31, 2009 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on October 7, 2009 (hereinafter, "Amendment No. 6") to extend the term for six (6) additional months through April 30, 2010 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on April 18, 2010 (hereinafter, "Amendment No. 7") to extend the term for six (6) additional months through October 31, 2010 with no increase in the Original Agreement's not to exceed amount; and

Amendment No. 18 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Rancho Canada Village Subdivision EIR
RMA – Planning
Term: March 29, 2005 – December 31, 2016
Not to Exceed: \$638,692.68

WHEREAS, Original Agreement was amended by the Parties on October 14, 2010 (hereinafter, "Amendment No. 8") to extend the term for six (6) additional months through April 30, 2011 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on April 5, 2011 (hereinafter, "Amendment No. 9") to extend the term for six (6) additional months through October 31, 2011 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on November 1, 2011 (hereinafter, "Amendment No. 10") to extend the term for nine (9) additional months through July 31, 2012 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on July 31, 2012 (hereinafter, "Amendment No. 11") to extend the term for eleven (11) additional months through June 30, 2013 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on June 28, 2013 (hereinafter, "Amendment No. 12") to extend the term for six (6) additional months through December 31, 2013 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on December 17, 2013 (hereinafter, "Amendment No. 13") to extend the term for two (2) additional months through February 28, 2014 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on February 28, 2014 (hereinafter, "Amendment No. 14") to extend the term for four (4) additional months through June 30, 2014 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on June 30, 2014 (hereinafter, "Amendment No. 15") to extend the term for one (1) additional year through June 30, 2015 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on June 25, 2015 (hereinafter, "Amendment No. 16") to extend the term for six (6) additional months through December 31, 2015 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 17", including Exhibit A-1 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through June 30, 2016, and to increase the Agreement amount by \$240,184.68 which resulted in a not to exceed amount of \$638,692.68; and

WHEREAS, Rancho Canada Venture, LLC (hereinafter, "Project Applicant") has applied to the County for approval of various development permits for the Project requiring an EIR; and

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RMA – Planning
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WHEREAS, additional time is necessary to circulate the Revised Draft EIR and to complete and finalize the Final EIR for the Project; and

WHEREAS, the Parties anticipate hearings by the County Planning Commission and Board of Supervisors for approval of the Final EIR to be completed prior to December 31, 2016; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to December 31, 2016 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 18.

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

1. Amend the first sentence of Paragraph 3, "Term of Agreement", to read as follows:

The term of this Agreement is from March 29, 2005 to December 31, 2016, unless sooner terminated pursuant to the terms of this Agreement.
2. The "Project Schedule" referenced in Agreement, Exhibit A – Scope of Work, Budget and Payment Provisions, is hereby amended to extend through December 31, 2016 to allow for completion of the Revised Draft EIR and Final EIR for the PROJECT as set forth in Exhibit A-1.
3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 18, including Exhibit A-1, shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 18 are incorporated into the Agreement and this Amendment No. 18.

Amendment No. 18 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Rancho Canada Village Subdivision EIR
RMA – Planning
Term: March 29, 2005 – December 31, 2016
Not to Exceed: \$638,692.68

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 18 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: Carl P. Holm
Carl P. Holm, AICP
~~Acting~~ Director of Planning

Date: _____

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

By: Mary Grace Perry
Mary Grace Perry
Deputy County Counsel

Date: May 2, 2016

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 4-27-16

Approved as to Indemnity, 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.

CONTRACTOR*

ICF Jones & Stokes, Inc.
Contractor's Business Name

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

Its: Chris Elliott, Vice President
(Printed Name and Title)

Date: 4/25/16

By: Steve Wirt
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Its: Steve Wirt, Assistant Secretary
(Printed Name and Title)

Date: 4/20/16

Amendment No. 18 to Professional Services Agreement
ICF Jones & Stokes, Inc.
Rancho Canada Village Subdivision EIR
RMA – Planning
Term: March 29, 2005 – December 31, 2016
Not to Exceed: \$638,692.68



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/24/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME:	
	PHONE (A/C, No. Ext): (866) 283-7122	FAX (A/C, No.): (800) 363-0105
INSURED ICF Jones & Stokes, Inc. 9300 Lee Highway Fairfax VA 22031-1207 USA	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A: Great Northern Insurance Co.	20303
	INSURER B: Federal Insurance Company	20281
	INSURER C: Pacific Indemnity Co	20346
	INSURER D: AXIS Surplus Insurance Company	26620
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER: 570058354087** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			3581-24-09 Package - Domestic	06/25/2015	07/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			7352-29-55 Automobile - All States	06/25/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			9363-00-18 Umbrella Liability	06/25/2015	07/01/2016	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A		7175-43-37 Workers Comp	06/25/2015	06/25/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
D	E&O-MPL-Primary			EBZ768043/01/2015 Errors & Omissions	06/25/2015	07/01/2016	Prof Liab Agg - All \$3,000,000 Overall policy aggr \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

1 - Professional Liability is a Claims Made policy. There is no Additional Insured status on the Professional Liability coverage.

2 - County of Monterey, its officers, agents and employees are included as Additional Insureds as their interest may appear with respect to liability arising out of the work performed by or on behalf of the Named Insured.

3 - Subject to the standard terms and conditions of the individual policies, the indicated coverage is primary but only as

CERTIFICATE HOLDER**CANCELLATION**

County of Monterey Resource Management Agency 168 West Alisal Street, 2nd Floor Salinas, CA 93901 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>

Holder Identifier:

Certificate No : 570058354087

**ADDITIONAL REMARKS SCHEDULE**

Page _ of _

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED ICF Jones & Stokes, Inc.
POLICY NUMBER See Certificate Number: 570058354087		EFFECTIVE DATE:
CARRIER See Certificate Number: 570058354087	NAIC CODE	

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance****Additional Description of Operations / Locations / Vehicles:**

respects work being done by Jones & Stokes Associates Inc. for the County of Monterey.

Liability Insurance

Endorsement

Policy Period	JUNE 25, 2015 TO JULY 1, 2016
Effective Date	JUNE 25, 2015
Policy Number	3581-24-09 EUC
Insured	ICF INTERNATIONAL INC. ICF JONES & STOKES, INC.
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JUNE 25, 2015

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

County of Monterey, its agents, officers and employees

Authorized Representative



POLICY NUMBER: (15) 7352-29-55

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURE

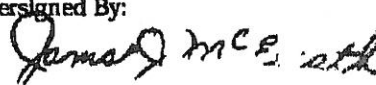
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "Insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 6/25/15	Countersigned By: 
Named Insured: ICF International, Inc. ICF Jones & Stokes, Inc.	(Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s):

"ANY PERSON OR ORGANIZATION AS REQUIRED BY INSURED CONTRACT".

The County Monterey, its officers, agents and employees.

Such insurance as is afforded by this insurance is primary and no other insurance of the Additional Insured will be called upon to contribute to a loss

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

**AMENDMENT NO. 18
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RANCHO CANADA VENTURE, LLC**

THIS AMENDMENT NO. 18 to the Funding Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Rancho Canada Venture, LLC (hereinafter, "PROJECT APPLICANT") is hereby entered into between the County and the PROJECT APPLICANT (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT entered into a Funding Agreement with County on April 21, 2005 (hereinafter "Original Agreement") to provide a legally certifiable Environmental Impact Report (hereinafter, "EIR") for the Rancho Canada Village Subdivision Application (hereinafter, "Project") through December 31, 2006 for an amount not to exceed \$422,468.00; and

WHEREAS, Original Agreement was amended by the Parties on December 28, 2006 (hereinafter, "Amendment No. 1") to extend the term for eight (8) additional months through August 31, 2007 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on October 23, 2007 (hereinafter, "Amendment No. 2") to extend the term for eight (8) additional months through April 30, 2008 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on July 1, 2008 (hereinafter, "Amendment No. 3") to extend the term for six (6) additional months through October 31, 2008 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on December 30, 2008 (hereinafter, "Amendment No. 4") to extend the term for six (6) additional months through April 30, 2009 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on May 14, 2009 (hereinafter, "Amendment No. 5") to extend the term for six (6) additional months through October 31, 2009 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on October 27, 2009 (hereinafter, "Amendment No. 6") to extend the term for six (6) additional months through April 30, 2010 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on April 18, 2010 (hereinafter, "Amendment No. 7") to extend the term for six (6) additional months through October 31, 2010 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on October 14, 2010 (hereinafter, "Amendment No. 8") to extend the term for six (6) additional months through April 30, 2011 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on April 5, 2011 (hereinafter, "Amendment No. 9") to extend the term for six (6) additional months through October 31, 2011 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on November 1, 2011 (hereinafter, "Amendment No. 10") to extend the term for nine (9) additional months through July 31, 2012 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on July 31, 2012 (hereinafter, "Amendment No. 11") to extend the term for eleven (11) additional months through June 30, 2013 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on June 28, 2013 (hereinafter, "Amendment No. 12") to extend the term for six (6) additional months through December 31, 2013 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on December 17, 2013 (hereinafter, "Amendment No. 13") to extend the term for two (2) additional months through February 28, 2014 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on February 28, 2014 (hereinafter, "Amendment No. 14") to extend the term for four (4) additional months through June 30, 2014 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on June 30, 2014 (hereinafter, "Amendment No. 15") to extend the term for one (1) additional year through June 30, 2015 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on June 25, 2015 (hereinafter, "Amendment No. 16") to extend the term for six (6) additional months through December 31, 2015 with no increase in the Original Agreement's not to exceed amount; and

WHEREAS, Original Agreement was amended by the Parties on July 31, 2015 (hereinafter, "Amendment No. 17", including Exhibit B – Amendment No. 17 to the Professional Services Agreement between ICF Jones & Stokes, Inc. and the County of Monterey) to extend the term for six (6) additional months through June 30, 2016 and to increase the Agreement amount by \$240,184.68 which resulted in a not to exceed amount of \$662,652.68; and

WHEREAS, PROJECT APPLICANT has applied to the County for approval of various development permits for the Project requiring an EIR; and

WHEREAS, County engaged ICF Jones & Stokes, Inc. (hereinafter, "Contractor") to prepare the EIR for the Project; and

WHEREAS, additional time is necessary to circulate the Revised Draft EIR and to complete and finalize the Final EIR for the Project; and

WHEREAS, the Parties anticipate hearings by the County Planning Commission and Board of Supervisors for approval of the Final EIR to be completed prior to December 31, 2016; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to December 31, 2016 with no associated dollar amount increase to continue to allow funding by the PROJECT APPLICANT to the County and County departments for costs incurred by the Contractor for services identified in the Agreement and as amended by this Amendment No. 18.

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

1. Amend Paragraph 8, "Term", to read as follows:

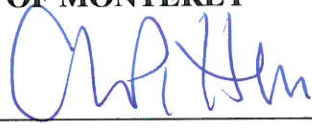
AGREEMENT shall become effective **March 29, 2005** and continue through **December 31, 2016**.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 18 shall be attached to Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 18 are incorporated into the Agreement and this Amendment No. 18.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 18 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
Acting Director of Planning

Date: _____

5/4/2016

RANCHO CANADA VENTURE, LLC*

By: _____


(Signature of Chair, President or Vice President)

Its: R. Alan Williams, Member and Manager
(Printed Name and Title)

Date: _____

4/28/16

By: _____

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

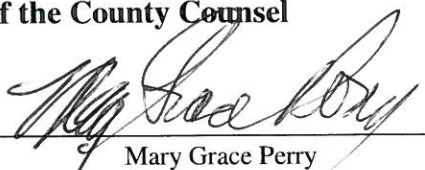
Its: _____

(Printed Name and Title)

Date: _____

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

By: _____


Mary Grace Perry
Deputy County Counsel

Date: _____

May 2, 2016

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 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.