

Attachment B

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**AMENDMENT NO. 2
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RANCHO CANADA VENTURE, LLC**

THIS AMENDMENT NO. 2 to Funding Agreement No. A-14700 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”), and Rancho Canada Venture, LLC (hereinafter, “PROJECT APPLICANT”) (collectively the “Parties”) is hereby entered into between the County and the PROJECT APPLICANT as of the last date opposite the respective signatures.

WHEREAS, PROJECT APPLICANT entered into Funding Agreement No. A-14700 with County (hereinafter, “Funding Agreement”) to provide funding for the preparation of a Second Revised Environmental Impact Report (EIR) (hereinafter, “SREIR”) for the Rancho Canada Village Subdivision Project (hereinafter, “Project”) for a term of March 10, 2020 through September 30, 2021 for an amount not to exceed \$77,043; and

WHEREAS, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) with Rincon Consultants, Inc. (hereinafter, “Contractor”) to prepare a SREIR; and

WHEREAS, The Second Revised Draft EIR (SRDEIR) has since been prepared and circulated for public review. The comment period closed on August 11, 2020; and

WHEREAS, the Funding Agreement was amended by the Parties on September 30, 2020 (hereinafter, “Amendment No. 1”) to increase the funding to the County for the Contractor’s services under the PSA by the amount of \$19,819, plus a contract administration fee, which resulted in a not to exceed amount of \$97,308, with no extension to the term; and

WHEREAS, based on the comments received on the SRDEIR, the Contractor needs additional funding to prepare responses to comments, prepare the screen check Second Revised Final EIR (SRFEIR), support staff in preparation of the staff report, and continue coordination with County staff, and accordingly, concurrently herewith, the County and Contractor have entered into Amendment No. 2 to the PSA to increase the amount payable to Contractor, as further set out in Exhibit 1B attached hereto and incorporated herein by reference; and

WHEREAS, the Parties wish to further amend the Funding Agreement to increase the amount by \$20,194 for a total amount not to exceed \$116,610 to provide funding to the County for the Contractor’s services under the PSA as amended and to add a contract administration fee for a total contract administration fee not to exceed \$1,338.

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

1. Amend Paragraph 1, “Deposits to Fund PSA and County Fee for Contract Administration”, to add the following:

Amendment No. 2 to Funding Agreement No. A-14700
Rancho Canada Venture, LLC
Second Revised DEIR for the Rancho Canada Village Subdivision Project
Housing and Community Development (HCD)
Term: March 10, 2020 – September 30, 2021
Not to Exceed: \$117,948.00

- 1.b. Deposits to Fund Amendment No. 2 to PSA and County Fee for Contract Administration. PROJECT APPLICANT shall deposit an amount equal to the Contractor’s additional Base Budget and the County’s Contract Administration Fee. This amount totals \$15,640 and includes:

Contractor’s Base Budget:	\$ 15,194
Office of the County Counsel	
Contract Administration Fee (non-refundable):	\$ 446

PROJECT APPLICANT shall deposit a total amount of \$15,640 with County of Monterey Housing and Community Development (HCD) – Planning upon approval of this Amendment No. 2 to Agreement by the County of Monterey Board of Supervisors.

PROJECT APPLICANT’s deposit of \$15,640 with County shall be a condition precedent to County’s obligation under this Agreement as amended by this Amendment No. 2.

2. Amend Paragraph 2, “Twenty Thousand Dollar (\$20,000) Project Contingency”, to read as follows:

Twenty-five Thousand Dollar (\$25,000) Project Contingency. An additional twenty-five thousand dollars (\$25,000) shall be included in the PSA between County and Contractor to cover contingencies. This twenty-five thousand-dollar (\$25,000) Project Contingency amount is subject to the procedures in *Section 3, Transfer from Project Contingency Account*, specified in “Exhibit A”, *Scope of Services/Payment Provisions*, of the PSA, as amended by Amendment No. 2 to the PSA, which is attached hereto as Exhibit 1B and incorporated herein by reference.

3. Amend Paragraph 3, “Maximum Budget Under Agreement”, to read as follows:

Maximum Budget Under Agreement. The maximum amount which may be charged to PROJECT APPLICANT under this Agreement as amended by this Amendment No. 2 is \$117,948, which consists of the following amounts:

Contractor’s Base Budget:	\$91,610
Office of the County Counsel	
Contract Administration Fee (non-refundable):	\$1,338
Project Contingency:	<u>\$25,000</u>

Maximum Charge Under Agreement: \$117,948

4. Amend the first sentence of Paragraph 4 to read as follows:

Within thirty (30) days after the end of each quarter, County shall provide quarterly progress reports to the PROJECT APPLICANT showing Contractor’s charges from the

Amendment No. 2 to Funding Agreement No. A-14700
 Rancho Canada Venture, LLC
 Second Revised DEIR for the Rancho Canada Village Subdivision Project
 Housing and Community Development (HCD)
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prior quarter associated with completion of task(s) as specified in “Exhibits A, A-1, and A-2” of the PSA as amended (Scope of Services/Payment Provisions for the Project).

5. Amend the first sentence of Paragraph 5, “Engagement of Contractor”, to read as follows:

This Agreement as amended is based on County engaging Contractor in accordance with the PSA between County and Contractor and Amendment No. 1 and Amendment No. 2 to the PSA, attached hereto respectively as Exhibits “1”, “1A”, and “1B” and incorporated by this reference.

6. Amend the first sentence of Paragraph 6.a., “Contractor”, of Paragraph 6, “Payments to Contractor and County”, to read as follows:

Contractor’s invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$91,610.

7. Amend the first sentence of Paragraph 6.b., “County Contract Administration Fee”, of Paragraph 6, “Payments to Contractor and County”, to read as follows:

The County Contract Administration Fee, in an amount not to exceed \$1,338, shall be paid by PROJECT APPLICANT in accordance with this Agreement as amended.

8. Amend the first sentence of Paragraph 6.c., “Project Contingency”, of Paragraph 6, “Payments to Contractor and County”, to read as follows:

An additional not to exceed amount of twenty-five thousand dollars (\$25,000) in Project Contingency covers potential contingencies, and transfer of any Project Contingency funds into the Base Budget shall require the approval of the Parties, pursuant to Section 3, Transfer from Project Contingency Account, of “Exhibit A”, “Exhibit A-1”, and Section B.1 of “Exhibit A-2” of the PSA as amended.

9. All references to the Resource Management Agency in the Agreement or Amendment No. 1 shall be understood to mean Housing and Community Development (HCD) to the extent applicable.

10. Except as amended herein, all other terms and conditions of the Agreement and Amendment No. 1, including all Exhibits thereto, remain in full force and effect.

11. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Funding Agreement No. A-14700
Rancho Canada Venture, LLC
Second Revised DEIR for the Rancho Canada Village Subdivision Project
Housing and Community Development (HCD)
Term: March 10, 2020 – September 30, 2021
Not to Exceed: \$117,948.00

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Funding Agreement as of the day and year written below:

COUNTY OF MONTEREY

PROJECT APPLICANT*

By: _____
Mike Novo, AICP
Interim Director of Housing and Community
Development

Rancho Canada Venture, LLC

Date: _____

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

Its: _____
R. Alan Williams, Sole Manager
(Print Name and Title)

Date: 2-19-21

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

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

By: Wendy S. Strimling
Wendy S. Strimling
Assistant County Counsel

Its: _____
(Print Name and Title)

Date: 2/19/2021

Date: _____

Approved as to Fiscal Provisions

By: Gary Giboney
Auditor/Controller

Date: 2/19/2021

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

By: _____
Leslie J. Girard
County Counsel-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

Amendment No. 2 to Funding Agreement No. A-14700
Rancho Canada Venture, LLC
Second Revised DEIR for the Rancho Canada Village Subdivision Project
Housing and Community Development (HCD)
Term: March 10, 2020 – September 30, 2021
Not to Exceed: \$117,948.00

EXHIBIT 1B

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
RINCON CONSULTANTS, INC.
AND THE COUNTY OF MONTEREY
TO PROVIDE A SECOND REIR
FOR THE
RANCHO CAÑADA VILLAGE SUBDIVISION
PROJECT**

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
RINCON CONSULTANTS, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-14699 between the County of Monterey, a political subdivision of the State of California (hereinafter, “County”) and Rincon Consultants, Inc. (hereinafter, “CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the “Parties”) as of the last date opposite the respective signatures.

WHEREAS, on May 14, 2020, CONTRACTOR entered into Professional Services Agreement No. A-14699 with County (hereinafter, “Agreement”) to prepare a Second Revised Environmental Impact Report (hereinafter, “SREIR”) for the Rancho Village Subdivision Project (hereinafter, “Project”) for a term of March 10, 2020 through September 30, 2021 for an amount not to exceed \$76,597, and concurrently, County approved a Funding Agreement with Rancho Canada Venture, LLC, the Project Applicant, to fund the services provided by CONTRACTOR; and

WHEREAS, the Second Revised Draft EIR (SRDEIR) has been prepared and circulated for public review. The comment period closed on August 11, 2020; and

WHEREAS, Agreement was amended by the Parties on September 30, 2020 (hereinafter, “Amendment No. 1”, including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$19,819 which resulted in a not to exceed amount of \$96,416 with no extension to the term; and

WHEREAS, based on the comments received on the SRDEIR, the CONTRACTOR needs additional funding to prepare responses to comments, prepare the screen check Second Revised Final EIR (SRFEIR), support staff in preparation of the staff report, and continue coordination with County staff, as further set out in Exhibit A-2, attached hereto and incorporated herein by reference; and

WHEREAS, the Parties wish to further amend the Agreement to increase the amount by \$20,194 for a total amount not to exceed \$116,610 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by Amendment No. 1 and this Amendment No. 2; and

WHEREAS, the County is concurrently herewith processing an amendment to the Funding Agreement with the Project Applicant to provide funding for the services under this Amendment No. 2.

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

1. Amend Paragraph 2, “Payments by County”, to read as follows:

Amendment No. 2 to Professional Services Agreement No. A-14699
Rincon Consultants, Inc.
Second Revised EIR for the Rancho Canada Village Subdivision Project
Housing and Community Development (HCD)
Term: March 10, 2020 – September 30, 2021
Not to Exceed: \$116,610

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, and A-2**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement as amended shall not exceed the sum of \$116,610.

2. Amend Paragraph 4, “Additional Provisions/Exhibits”, to add “Exhibit A-2, Scope of Services/Payment Provisions”.
3. All references to the Resource Management Agency in the Agreement or Amendment No. 1 shall be understood to mean Housing and Community Development (HCD) to the extent applicable.
4. Except as amended herein, all other terms and conditions of the Agreement and Amendment No. 1, including all Exhibits thereto, remain in full force and effect.
5. This Amendment No. 2 and the previous Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

Amendment No. 2 to Professional Services Agreement No. A-14699
Rincon Consultants, Inc.
Second Revised EIR for the Rancho Canada Village Subdivision Project
Housing and Community Development (HCD)
Term: March 10, 2020 – September 30, 2021
Not to Exceed: \$116,610

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Professional Services Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Mike Novo, AICP
Interim Director of Housing and Community
Development

Rincon Consultants, Inc.
Contractor's Business Name

Date: _____

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

Its: _____
(Print Name and Title)

Date: _____

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

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

By: _____
Wendy S. Strimling
Assistant County Counsel

Its: _____
(Print Name and Title)

Date: _____

Date: _____

Approved as to Fiscal Provisions

By: _____
Auditor/Controller

Date: _____

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

By: _____
Leslie J. Girard
County Counsel-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.

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Rincon Consultants, Inc., hereinafter referred to as “CONTRACTOR”**

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, to complete a Second Revised Environmental Impact Report (EIR) (Second REIR) (services) for the Rancho Cañada Village Subdivision Project (Project) to satisfy requirements of the California Environmental Quality Act (CEQA) and to comply with the Monterey County Superior Court judgement as set forth below:

Based on the extent of public comments received and the approach for responding, additional work effort will be required beyond what was anticipated in the Agreement with the CONTRACTOR. This Amendment No. 2 to the Agreement incorporates the additional staff time required for completion of the tasks below.

Task 6: Screencheck Second Final EIR

Additional staff time to address County staff comments on the Responses to Comments/Administrative Second Final EIR. The estimate of staff hours to address comments is based on our preliminary review of staff comments.

Task 9: Project Management and Hearings

Additional time for project management and coordination during preparation of the Screencheck Second Final EIR and Second Final EIR, as well as during staff report preparation to support staff in their work.

Assumptions:

This Scope of Services incorporates the same assumptions as the original Exhibit A to the Agreement and Exhibit A-1 to Amendment No. 1.

B. PAYMENT PROVISIONS

COMPENSATION/ PAYMENT

County shall pay an increased amount not to exceed \$20,194.00 (\$15,194.00 for Base Budget and \$5,000.00 in Project Contingency) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Services as amended, for a total contract amount not to exceed \$116,610.00. CONTRACTOR's compensation for services rendered shall be based on the attached Cost Estimate.

CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement as amended 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 194-HCD-Finance@co.monterey.ca.us:

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

EXHIBIT A-2 - SCOPE OF SERVICES/PAYMENT PROVISIONS

B.1 Transfer from Project Contingency Account

Transfer of funding from the **Project Contingency Account totaling \$25,000.00** (\$5,000 added to the previous amount of \$20,000) requires the prior written approval of the HCD Director or designee and the Project Applicant.

Except as amended by Amendment No. 1 and Amendment No. 2, all other payment provisions of the Agreement remain in full force and effect.



RINCON CONSULTANTS, INC.

Rancho Cañada Scope Amendment Request

Cost Estimate

1/13/2021

Tasks	Labor Description →		Senior Prof I or II, Supervisor I, Sr Supervisor II, or Principal I	Senior Professional II	Professional III or IV	Associate I, II, or III; Professional I or II	Production Specialist	Clerical
	Labor Cost	Hours						
Task 6: Screencheck Second Final EIR	\$15,002	98	16	6	60	12	4	
Task 9: Project Management and Hearings	\$3,800	24	8		12			4
Subtask 9.1: Staff Reports	\$6,392	44	8		20	12	4	
SUBTOTAL COST	\$ 25,194	166	7,040	1,050	13,340	2,760	704	300

Direct Cost Summary	
Printing and Reproduction	\$ -
Subtotal Additional Costs:	\$ -
Summary	
Professional Fees Subtotal	\$ 25,194
Direct Costs Subtotal	\$ -
TOTAL PROJECT BUDGET	\$ 25,194

Professional Services - are based on Rincon's standard fee schedule and labor classifications. The above is provided as an estimate of Rincon's effort per task. Rincon may reallocate budget between staff and tasks, with the County's written approval, prior to the reallocation as long as the total contract price is not exceeded.

Authorized Use of Existing Contingency Budget	\$10,000
Amendment No. 2 – Base Budget Dollar Amount Increase	\$15,194