

## **Attachment 2**

Amendment Nos. 1-4  
to Funding Agreement A-13654  
with Jeffrey LaTourette

\*\*\*THIS PAGE INTENTIONALLY LEFT BLANK\*\*\*

**AMENDMENT NO. 1  
TO FUNDING AGREEMENT NO. 3  
BETWEEN COUNTY OF MONTEREY AND  
JEFFREY LATOURETTE**

**THIS AMENDMENT NO. 1** to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Jeffrey LaTourette (hereinafter, "PROJECT APPLICANT") 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**, PROJECT APPLICANT's predecessor in interest, Jeffrey and Monica LaTourette, husband and wife, (hereinafter, "PROJECT APPLICANTS") applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (hereinafter, "Project") requiring an Environmental Impact Report (hereinafter, "EIR"); and

**WHEREAS**, County engaged Denise Duffy & Associates, Inc., (hereinafter, "Contractor") to prepare the EIR for the Project; and

**WHEREAS**, PROJECT APPLICANTS entered into Funding Agreement No. 3 No. A-13654 with County on July 25, 2017 (hereinafter "Agreement") to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75; and

**WHEREAS**, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the Agreement solely to Jeffrey LaTourette; and

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

**WHEREAS**, additional time is necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for approximately two (2) additional years to June 30, 2021 with no associated dollar amount increase to allow PROJECT APPLICANT to continue funding County for costs incurred by Contractor to complete services identified in this Agreement and as amended by this Amendment No. 1.

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

1. In all places within the Agreement, and any amendment thereto, any reference to Jeffrey and Monica LaTourette, husband and wife, (PROJECT APPLICANTS) is hereby replaced with Jeffrey LaTourette (PROJECT APPLICANT).

2. Amend the second paragraph of Section a, "CONTRACTOR", of Paragraph 6, "Payments to CONTRACTOR", to read as follows:

Should this AGREEMENT be terminated prior to June 30, 2021, any unearned balance of the Base Budget deposited by PROJECT APPLICANT to fund the PSA's Base Budget amount shall be returned to PROJECT APPLICANT within sixty (60) days of receipt of notice of termination by County.

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

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2021, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

4. Amend the first sentence of Paragraph 9, "Termination", to read as follows:

AGREEMENT shall terminate on June 30, 2021, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days' written notice to the other.


5. Amend "TO COUNTY" information of Paragraph 22, "Notices", to read as follows:

Resource Management Agency (RMA) Director or Designee  
County of Monterey  
Resource Management Agency – Land Use and Community Development  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.


IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By:   
Interim Chief of Planning Services

Date: 8.9.19

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

By:   
Brian P. Briggs  
Deputy County Counsel

Date: 8-6-19

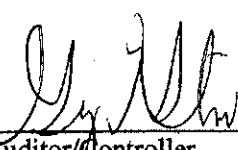
JEFFREY LATOURETTE\*

By:   
Jeffrey LaTourette

Its: Owner

Date: 7/15/19

Approved as to Fiscal Provisions

By:   
Auditor/Controller

Date: 8/17/19

\*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) 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: \_\_\_\_\_  
Interim Chief of Planning Services

Date: \_\_\_\_\_

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

JEFFREY LATOURETTE\*

By:  \_\_\_\_\_  
Jeffrey LaTourette

Its: \_\_\_\_\_  
Owner

By: \_\_\_\_\_  
Brian P. Briggs  
Deputy County Counsel

Date: 7/15/19

Date: \_\_\_\_\_

Approved as to Fiscal Provisions

By: \_\_\_\_\_  
Auditor/Controller

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. 3  
BETWEEN COUNTY OF MONTEREY AND  
JEFFREY LATOURETTE**

**THIS AMENDMENT NO. 2** to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California ( “County”) and Jeffrey LaTourette (“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’s predecessor in interest, Jeffrey and Monica La Tourette, husband and wife (“PROJECT APPLICANTS”) applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (hereinafter, “Project”) requiring an Environmental Impact Report (hereinafter, “EIR”);

**WHEREAS**, PROJECT APPLICANTS entered into Funding Agreement No. 3 No. A-13654 with County on July 25, 2017 (“Funding Agreement”) to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75;

**WHEREAS**, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) with Denise Duffy & Associates, Inc., (“Contractor”) to prepare the EIR for the Project;

**WHEREAS**, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the agreement solely to Jeffrey LaTourette;

**WHEREAS**, the Funding Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term by two years through June 30, 2021 with no increase in the not to exceed amount;

**WHEREAS**, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

**WHEREAS**, additional time and funding are necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project, 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;

**WHEREAS**, the Parties wish to further amend the Funding Agreement to extend the term for approximately two additional years to June 30, 2023 and to increase the amount by \$21,794.00 for

a total amount to exceed \$183,098.75 to provide funding to the County for the Contractor's services under the PSA as amended.

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

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

- 1.a. Deposits to Fund Amendment No. 2 to PSA. PROJECT APPLICANT shall deposit an amount equal to the Contractor's additional Base Budget. This amount totals \$21,794.00 and includes:

Contractor's Base Budget:	\$ 21,794.00
---------------------------	--------------

PROJECT APPLICANT shall deposit a total amount of \$21,794 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 \$21,794.00 with County shall be a condition precedent to County's obligation under this Agreement as amended by this Amendment No. 2.

2. 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 \$183,098.75, which consists of the following amounts:

Contractor's Base Budget (*):	\$162,059.00
Project Contingency:	<u>\$21,039.75</u>

<b><u>Maximum Charge Under Agreement:</u></b>	<b><u>\$183,098.75</u></b>
---	----------------------------

- \* Partially funded by Project Applicant funds on deposit (\$28,787.42) with County per Funding Agreement No. 2.

3. 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 prior quarter associated with completion of task(s) as specified in "Exhibits A and A-1" of the PSA as amended (Scope of Services/Payment Provisions for the Project).



4. 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.

5. 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 \$162,059.00.

6. Amend Paragraph 8, “Term”, to read as follows:

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2023, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

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

AGREEMENT shall terminate on June 30, 2023 but may be terminated earlier by PROJECT APPLICANTS or County, by giving thirty (30) days’ written notice to the other.

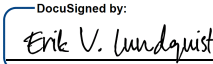
8. Amend “TO COUNTY” information of Paragraph 22, “Notices”, to read as follows:

Anna V. Quenga, Planning Services Manager  
County of Monterey, Housing and Community Development  
Phone: (831) 755-5175  
Email: [QuengaAV@co.monterey.ca.us](mailto:QuengaAV@co.monterey.ca.us)

9. All references to the Resource Management Agency (RMA) 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, including all Exhibits thereto, remain unchanged and in full force and effect.
11. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

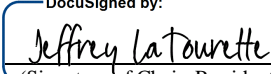
**COUNTY OF MONTEREY**

By:   
Erik V. Lundquist ~~Mike Novo, AICP~~  
~~Interim~~ Director of Housing and Community Development

Date: 7/7/2021

**PROJECT APPLICANT\***

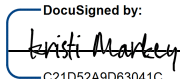
JEFFREY LATOURETTE

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

Its: Jeffrey LaTourette, Owner  
(Print Name and Title)

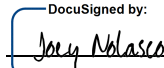
Date: 6/8/2021

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

By:   
Kristi A. Markey  
Deputy County Counsel

Date: 6/8/2021

**Approved as to Fiscal Provisions**

By:   
Joey Nolasco  
Auditor/Controller

Date: 6/8/2021

**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.

## **EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Denise Duffy & Associates, 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 an Environmental Impact Report (“EIR”) (“services”) for the LaTourette Subdivision Project ( “Project”) to satisfy the requirements of the California Environmental Quality Act (CEQA) as set forth below:

Based on unexpected delays, an additional work effort will be required beyond what was anticipated in the Agreement with the CONTRACTOR. This Amendment No. 2 to the Agreement incorporates additional staff time required for completion of the tasks outlined in the attached Cost Estimate dated April 9, 2021.

Assumptions: This Scope of Services incorporates the same assumptions as the original Exhibit A to the Agreement.

### **B. PAYMENT PROVISIONS**

#### **COMPENSATION/ PAYMENT**

County shall pay an increased amount not to exceed \$21,794.00 (for base budget) 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 amount not to exceed \$183,098.75 (\$162,059.00 base budget and \$21,039.75 project contingency). 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 Section 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](mailto: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

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

**EXHIBIT A-1 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**DD&A, Inc. Cost Estimate**  
**for County of Monterey**  
**LaTourette Subdivision Administrative Draft EIR Project**  
**April 9, 2021**

Task		Principal	Sr. Project Manager, Regulatory Specialist	Sr. Planner/Scientist	Assistant Project Manager	Asst Planner	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Subtask	Cost Per Task
1	2nd Admin Draft EIR	2	8	4	32	24	4		74		9,402.00
2	Draft EIR	2	6	2	12	8	2		32		4,430.00
3	Meetings	6	6		8				20		3,546.00
4	Project Management and Coordination	4	10		6			4	24		3,870.00
	Total Hours	14	30	6	58	32	6	4	150		
	Hourly Rate	\$233.00	\$194.00	\$155.00	\$123.00	\$100.00	\$107.00	\$65.00			
	Total Labor	\$ 3,262	\$ 5,820	\$ 930	\$ 7,134	\$ 3,200	\$ 642	\$ 260			\$ 21,248
Subconsultants											\$ -
None										\$ -	
Expenses											\$ 475
Printing/Copies										\$ 200	
Mileage (at current IRS mileage rate)										\$ 125	
Miscellaneous (phone, fax, cellular, postage, courier etc)										\$ 150	
Subtotal											\$ 475
Administration Fee											\$ 71
Total Budget											\$ 21,794



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
www.co.monterey.ca.us

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor John M. Phillips to:

**Agreement No.: A-13636; Amendment No.: 2 and Agreement No.: A-13654; Amendment No.: 2**  
a. Approve Amendment No. 2 to Professional Services Agreement No. A-13636 with Denise Duffy & Associates, Inc. to prepare the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and  
b. Approve Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654) with Jeffrey LaTourette for preparation of the Environmental Impact Report for the LaTourette Subdivision Project (PLN020090) where the Base Budget in the amount of \$140,265 is increased by \$21,794 to \$162,059, with no increase in the Contingency Budget of \$21,040, for a total amount not to exceed \$183,099 and to extend the term for two additional years for a revised term of June 27, 2017 to June 30, 2023; and  
c. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 2 to Professional Services Agreement No. A-13636, Amendment No. 2 to Funding Agreement No. 3 (Agreement No. A-13654), and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not exceed the original Agreement amounts.

PASSED AND ADOPTED on this 22<sup>nd</sup> day of June 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams

NOES: None

ABSENT: None

(Government Code 54953)

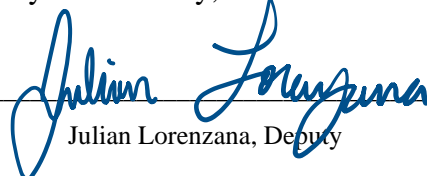
I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 22, 2021.

Dated: June 30, 2021

File ID: A 21-318

Agenda Item No.: 91

Valerie Ralph, Clerk of the Board of Supervisors  
County of Monterey, State of California

  
Julian Lorenzana, Deputy

\*\*\*THIS PAGE LEFT BLANK INTENTIONALLY\*\*\*

**AMENDMENT NO. 3  
TO FUNDING AGREEMENT NO. 3  
BETWEEN COUNTY OF MONTEREY AND  
JEFFREY LATOURETTE**

**THIS AMENDMENT NO. 3** to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (“County”) and Jeffrey LaTourette (“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’s predecessor in interest, Jeffrey and Monica LaTourette, husband and wife (“PROJECT APPLICANTS”) applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (“Project”) requiring an Environmental Impact Report (“EIR”);

**WHEREAS**, PROJECT APPLICANTS entered into Funding Agreement No. 3 No. A-13654 with the County on July 25, 2017 (“Funding Agreement”) to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75;

**WHEREAS**, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) with Denise Duffy & Associates, Inc., (“Contractor”) to prepare the EIR for the Project;

**WHEREAS**, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the agreement solely to Jeffrey LaTourette;

**WHEREAS**, the Funding Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term by two years through June 30, 2021 with no increase in the not to exceed amount;

**WHEREAS**, the Funding Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2”) to extend the term by two years to June 30, 2023 and increase the amount by \$21,794 for a not to exceed amount of \$183,098.75;

**WHEREAS**, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

**WHEREAS**, additional time is necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project;

**WHEREAS**, the Parties wish to further amend the Funding Agreement to extend the term for one additional year to June 30, 2024.

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

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

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2024, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

2. Amend the first sentence of Paragraph 9, "Termination", to read as follows:

AGREEMENT shall terminate on June 30, 2024 but may be terminated earlier by PROJECT APPLICANTS or County, by giving thirty (30) days written notice to the other.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
4. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*



IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By:

DocuSigned by:



188DB67439610 Craig W. Spencer

Working out of class as Director of  
Housing and Community Development

Date:

4/13/2023

**PROJECT APPLICANT\***

JEFFREY LATOURETTE

By:

DocuSigned by:



(Signature of Chair, President or Vice President)

**Approved as to Form**

**Office of the County Counsel**

Leslie J. Girard, County Counsel

By:

DocuSigned by:



2EDC94A01B26488 Sean M. Collins

Deputy County Counsel

Date:

4/13/2023

Jeffrey LaTourette, Owner

(Print Name and Title)

Date:

4/11/2023

**Approved as to Fiscal Provisions**

By:

DocuSigned by:



2617DD077D6840511 Auditor/Controller

Date:

4/13/2023

**Approved as to Indemnity and Insurance Provisions**

**Office of the County Counsel-Risk Manager**

By:

N/A

Danielle P. Mancuso  
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.

\*\*\*THIS PAGE LEFT BLANK INTENTIONALLY\*\*\*

**AMENDMENT NO. 4  
TO FUNDING AGREEMENT NO. 3  
BETWEEN COUNTY OF MONTEREY AND  
JEFFREY LATOURETTE**

**THIS AMENDMENT NO. 4** to Funding Agreement No. 3 No. A-13654 between the County of Monterey, a political subdivision of the State of California (“County”) and Jeffrey LaTourette (“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’s predecessor in interest, Jeffrey and Monica LaTourette, husband and wife (“PROJECT APPLICANTS”), applied to the County for a permit for a standard subdivision for the LaTourette Subdivision (“Project”) requiring an Environmental Impact Report (“EIR”);

**WHEREAS**, PROJECT APPLICANTS entered into Funding Agreement No. 3 A-13654 with the County on July 25, 2017 (“Funding Agreement”) to provide funding for the EIR for the Project through June 27, 2019 for an amount not to exceed \$161,304.75;

**WHEREAS**, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) A-13636 with Denise Duffy & Associates, Inc., (“Contractor”) to prepare the EIR for the Project;

**WHEREAS**, effective June 27, 2019, the PROJECT APPLICANTS executed an Agreement and Consent to Assignment of Funding Agreement No. 3, dated July 25, 2017, to assign all rights, title and interest in the agreement solely to Jeffrey LaTourette;

**WHEREAS**, the Funding Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term by two (2) years through June 30, 2021; July 7, 2021 (“Amendment No. 2”) to extend the term by two (2) years through June 30, 2023 and increase the not to exceed amount to \$183,098.75; April 13, 2023 (“Amendment No. 3”) extending the term by one (1) year through June 30, 2024;

**WHEREAS**, the EIR for the Project has not been completed and is pending completion of the supporting technical analysis and evaluations;

**WHEREAS**, additional time is necessary to allow Contractor to continue to provide services associated with the completion of the EIR for the Project; and

**WHEREAS**, the Parties wish to further amend the Funding Agreement to extend the term for two (2) additional years to June 30, 2026 with no increase in the Agreement amount of \$183,098.75.

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

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

AGREEMENT shall become effective retroactive from June 27, 2017 and continue through June 30, 2026, unless terminated pursuant to Paragraph 9 or amended pursuant to Paragraph 13 of AGREEMENT.

2. Amend the first sentence of Paragraph 9, "Termination," to read as follows:

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

3. In all places within the Agreement, any reference to the County's email address that includes @co.monterey.ca.us is hereby replaced with @countyofmonterey.gov.
4. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
5. This Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

By: N/A  
Contracts/Purchasing Officer

Date: \_\_\_\_\_

By: Craig Spencer  
Craig W. Spencer, Director

Date: 5/1/2024

**PROJECT APPLICANT**

By: Jeffrey LaTourette  
(Chair, President, or Vice President)

Jeffrey LaTourette, Owner  
Name and Title

Date: 4/16/2024

**Approved as to Form**

**County Counsel**

**Susan K. Blitch, Acting County Counsel**

By: Reed Gallegly  
Reed Gallegly, Deputy County Counsel

Date: 4/17/2024

**Approved as to Fiscal Provisions**

By: Jennifer Forsyth  
Jennifer Forsyth, Auditor/Controller

Date: 4/17/2024

**Approved as to Liability Provisions**

By: N/A  
David Bolton, Risk Manager

Date: \_\_\_\_\_

\*INSTRUCTIONS: IF PROJECT APPLICANT is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If PROJECT APPLICANT is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If PROJECT APPLICANT is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. IF PROJECT APPLICANT is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

\*\*\*THIS PAGE LEFT BLANK INTENTIONALLY\*\*\*