

Attachment A

Amendment No. 1 to
Funding Agreement A-15124

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**AMENDMENT NO. 1
TO FUNDING AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND
THE DON CHAPIN COMPANY, INC.**

THIS AMENDMENT NO. 1 to Funding Agreement A-15124 between the County of Monterey, a political subdivision of the State of California (“County”) and The Don Chapin Company, Inc. (“PROJECT APPLICANT”) (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below.

WHEREAS, PROJECT APPLICANT applied to the County for approval of development permits for the Charolais Ranch Subdivision Project (“Project”) (PLN050692) consisting of twenty-six (26) residential lots and three (3) separate open space areas totaling 73.23 acres requiring the preparation of an Environmental Impact Report (EIR);

WHEREAS, PROJECT APPLICANT entered into Funding Agreement A-15124 with the County on March 12, 2021 (“Funding Agreement”) to provide funding for the EIR for the Project through March 9, 2026 for an amount not to exceed \$170,832.30;

WHEREAS, concurrent with approval of the Funding Agreement, the County approved a Professional Services Agreement (“PSA”) A-15123 with Rincon Consultants, Inc., to prepare the EIR for the Project;

WHEREAS, the Administrative Draft EIR for the Project requires revisions to the analysis and modeling in the EIR and will need additional rounds of review prior to publication of the Draft EIR;

WHEREAS, additional funds are necessary to expand Task 5 – Second Administrative Draft EIR, Task 7 – Responses to Comments/Administrative Final EIR, Task 8 – Final EIR and MMRP, and Task 10 – Project Management; and

WHEREAS, the Parties wish to further amend the Funding Agreement to expand the Scope of Services and to increase the Agreement amount of \$170,832.30 by \$36,365 for a new not to exceed amount of \$207,197.30 to provide funding to the County for the Contractor’s services under the Professional Services Agreement 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 read as follows:

PROJECT APPLICANT shall deposit an amount equal to the CONTRACTOR’s Base Budget, excluding the optional task, and the County’s Contract Administration Fee. This amount totals \$169,231.00 and includes:

CONTRACTOR’s Base Budget (excluding optional task)	\$165,807.00
County Contract Administration Fee (non-refundable)	<u>3,424.00</u>
	\$169,231.00

PROJECT APPLICANT’s deposit of \$169,231.00 with the County shall be a condition precedent to the County’s obligation under this Agreement as amended by this Amendment No. 1.

- Amend Paragraph 3, “Maximum Budget Under AGREEMENT,” to read as follows:

The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT as amended by this Amendment No. 1 is \$207,197.30.

Contractor’s Base Budget	\$165,807.00
County Contract Administration Fee (non-refundable)	3,424.00
Contractor’s Base Budget (optional task)	18,550.00
Project Contingency	<u>19,416.30</u>
<u>Maximum Charge Under AGREEMENT</u>	<u>\$207,197.30</u>

- 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 the 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).

- 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 the County and the CONTRACTOR and Amendment No. 1, including Exhibit A-1, and incorporated by reference.

- 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 \$165,807.00.

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

Kathy Nielsen, Management Analyst II
 County of Monterey, Housing and Community Development
 1441 Schilling Place, South 2nd Floor

Phone: (831) 755-4832

Email: 194-HCD-Contracts@countyofmonterey.gov

7. 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.
8. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
9. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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