



# County of Monterey Board of Supervisors

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1st Floor  
Salinas, CA 93901  
831.755.5066

[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

## Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor Glenn Church to:

### Agreement No.: A-17616

- a. Approve a Funding Agreement with Big Sur CG Owner, LLC (PLN240359), to fund the preparation of an environmental evaluation through an Initial Study-Mitigated Negative Declaration and associated fees where the Base Budget is \$30,981 the County Project Management/Contract Administration Fee is \$4,648 (15% of the Base Budget), and the Project Contingency is \$4,648 (15% of the Base Budget) for a not to exceed amount of \$40,276 and a term from execution to August 31, 2026; and
- b. Authorize the Director of Housing and Community Development or designee to execute the Funding Agreement with Big Sur CG Owner, LLC, in the amount of \$40,276 and the Professional Services Agreement with Denise Duffy & Associates, Inc., in the amount of \$35,629 and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not increase the Agreements' amounts of \$40,276 and \$35,629 by more than 10% (\$4,028 and \$3,563, respectively).(DISTRICT 5)

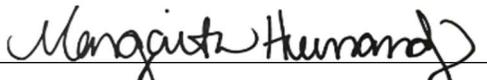
PASSED AND ADOPTED on this 10<sup>th</sup> day of February 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root Askew and Daniels  
 NOES: None  
 ABSENT: None

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 February 10, 2026.

Dated: February 10, 2026  
 File ID: A 26-035  
 Agenda Item No.: 56

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

  
 Margarita Hernandez, Deputy

## **COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California ("County") and Denise Duffy & Associates, Inc., a California Corporation ("CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

- 1. SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The services are generally described as follows:  
Preparation of an Initial Study/Mitigated Negative Declaration and related environmental documents for the redevelopment of the Big Sur Campground Project.
- 2. PAYMENTS BY COUNTY.** The County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$35,628.15**.
- 3. TERM OF AGREEMENT.** The term of this Agreement is from **execution to August 31, 2026**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
- 4. ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A     Scope of Services/Payment Provisions**

**Exhibit B     Insurance Modification**

**5. PERFORMANCE STANDARDS.**

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

**6. PAYMENT CONDITIONS.**

6.01 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to the County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than thirty (30) days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice.

6.02 CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

**7. TERMINATION.**

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which the County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

**8. INDEMNIFICATION.**

8.01 For purposes of the following indemnification provisions ("Indemnification Agreement"), "design professional" has the same meaning as set forth in California Civil Code section 2782.8. If any term, provision, or application of this Indemnification Agreement is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement, and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnity Agreement that is permitted by law shall be provided by CONTRACTOR.

8.02 Indemnification for Design Professional Services Claims: CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONTRACTOR, its employees, subcontractors, and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County, but in no event shall the amount of such CONTRACTOR's liability exceed such CONTRACTOR's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against the County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such CONTRACTOR shall meet and confer with the other parties to such action regarding unpaid defense costs.

8.03 Indemnification for All Other Claims or Loss: For any claim, loss, injury, damage, expense or liability other than claims arising out of CONTRACTOR's performance of design professional services under this Agreement, CONTRACTOR shall indemnify, defend and hold harmless the County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by CONTRACTOR, its employees, subcontractors or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of the County, or defect in a design furnished by the County.

## 9. INSURANCE.

9.01 Evidence of Coverage: Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Division, unless otherwise directed. The CONTRACTOR shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

9.02 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

*(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Automobile Liability Coverage: Must include all motor vehicles, including scheduled, , non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance: If required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other Requirements: All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancelation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status: The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of

insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

## 10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless the County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to the County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to the County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three (3) years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three- (3-) year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor, and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive, and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of the County.

10.06 Format of Deliverables. For this section, “Deliverables” shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines (“WCAG”) 2.1, pursuant to the Americans with Disabilities Act (“ADA”). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format (“PDF”) and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

**11. NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

**12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, the County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

**13. COMPLIANCE WITH APPLICABLE LAWS.**

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement as well as any privacy laws including, if applicable, Health Insurance Portability and Accountability Act (HIPAA). CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County’s Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

**14. INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from the County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

**15. NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR's Contract Administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
Kathy Nielsen, Management Analyst II	Oliviya Wyse, Deputy Project Manager
Name and Title	Name and Title
1441 Schilling Place, South 2 <sup>nd</sup> Floor Salinas, CA 93901	947 Cass Street, Suite 5 Monterey, CA 93940
Address	Address
(831) 755-4832	(805) 801-0997
<a href="mailto:194-HCD-Contracts@countyofmonterey.gov">194-HCD-Contracts@countyofmonterey.gov</a>	<a href="mailto:owyse@ddaplanning.com">owyse@ddaplanning.com</a>
Phone/Email	Phone/Email

**16. MISCELLANEOUS PROVISIONS.**

16.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

- 16.04 Contractor. The term “CONTRACTOR” as used in this Agreement includes CONTRACTOR’s officers, agents, and employees acting on CONTRACTOR’s behalf in the performance of this Agreement.
- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 16.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 Non-exclusive Agreement. This Agreement is non-exclusive, and both the County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 16.12 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 16.13 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 16.14 Integration. This Agreement, including the exhibits, represents the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

- 16.15 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- 16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

## 17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 17.01 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 USC section 7001 *et seq.*; California Government Code section 16.5, and California Civil Code section 1633.1 *et seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).
- 17.02 Counterparts. The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in PDF via email transmittal.
- 17.03 Form: Delivery by E-Mail or Facsimile. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in PDF by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**

By: N/A  
Chief Contracts and Procurement Officer

DENISE DUFFY & ASSOCIATES, INC.  
Contractor's Business Name\*

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

By: Denise Duffy  
(Signature of Chair, President, or Vice President) \*

By: Craig W. Spencer  
Craig W. Spencer, PE, PFD Director (if applicable)

Denise Duffy, President  
Name and Title

Date: 2/13/2026

Date: 1/26/2026

**Approved as to Form  
Office of the County Counsel<sup>1</sup>  
Susan K. Blicht, County Counsel**

By: Reed Gallogly  
Reed, Gallogly, Deputy County Counsel

By: Denise Duffy  
(Signature of Secretary, ASST. Secretary, CFO,  
Treasurer or Asst. Treasurer)\*

Denise Duffy, Secretary  
Name and Title

Date: 1/28/2026

Date: 1/26/2026

**Approved as to Fiscal Provisions<sup>2</sup>**

By: Patricia Ruiz  
Auditor/Controller

Date: 1/29/2026

**Reviewed as to Liability Provisions  
Office of the County Counsel-Risk Management<sup>3</sup>**

By: N/A  
David Bolton, Risk Manager

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

\*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 (California Corporations Code §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 (Corporations Code §17703.01, subs. (a) and (d)). If the 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 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.

<sup>1</sup> Approval by the Office of County Counsel is required.

<sup>2</sup> Approval by Auditor-Controller is required.

<sup>3</sup> Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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## EXHIBIT A – SCOPE OF WORK/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

**A.1** CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

#### SUMMARY

Project-related activities on APN 419-201-023-000:

- the replacement of the septic systems;
- replacement of seventeen (17) park mobile RVs and four (4) mobile homes;
- redevelopment of 71 RV campsites with Park Mobile RVs;
- conversion of 11 RV sites to rustic tent-only sites;
- interior remodel of three (3) existing cabins;
- demolition of approximately 14,692 square feet of existing campground common spaces;
- construction of a 70 square foot gatehouse;
- 1,020 square foot campground retail store;
- 4,987 square foot cafe/food prep/bathroom building;
- 1,678 square foot game room and history center; and,
- 2,131 square foot lodge and the relocation of existing campsites.

Improvements on APN 419-291-005-000:

- construction of three apartments containing 30 employee housing units (total of 19,849 square feet);
- demolition of 26,637 square feet of existing industrial development; and,
- construction of 87,000- and 88,000-gallon water tanks.

Improvements on APN 419-211-003-000 and 419-211-004-000:

- construction of a replacement drain field;
- replacement of 10 of the 12 cabins with Park Model RVs;
- demolition of 4,734 square feet of existing campground common space;
- replacement facilities (720 square foot camp store, 1,056 square foot bathhouse, 1,000 square foot playground); and,
- conversion of 50 campsites to rustic tent-only sites.

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

### **Task 1 - Project Initiation (Consultation/Data Collection)**

- 1.1 CONTRACTOR shall conduct an initial review of the Proposed Project and consult with the County to collect relevant project background and site information and develop a schedule.
- 1.2 CONTRACTOR assumes that all technical documentation necessary for evaluation of the Proposed Project will be provided by the County.
- 1.3 CONTRACTOR shall complete a review of provided technical documents to confirm sufficient detail and analysis.
- 1.4 CONTRACTOR assumes that the County will conduct a peer review of the reports and documentation for the following resources:
  - Acoustics/Noise
  - Geotechnical and Geological
  - Transportation
  - Hydrology
  - Water and Wastewater
- 1.5 CONTRACTOR shall conduct a peer review of the arborist and biological resource reports (see *Task 2*, below). If additional documentation is needed, CONTRACTOR shall coordinate with County staff prior to initiating preparation of the Administrative Draft Initial Study (ADIS) (see *Task 3*).

### **Task 2 – Technical Resource Report – Peer Review**

- 2.1 CONTRACTOR shall review the Applicant-prepared biological resource report(s) and the arborist report to ensure they adequately evaluate the Proposed Project, and that impacts are identified and recommendations for minimization are appropriate.
- 2.2 CONTRACTOR assumes that the County will perform a peer review of the remaining technical documents.
- 2.3 CONTRACTOR shall review the remaining documents during preparation of the ADIS (see *Task 3* below) to confirm that they are sufficient for California Environmental Quality Act's (CEQA) purposes.
- 2.4 CONTRACTOR shall coordinate with County staff to request clarification and/or revisions to these technical documents.

### **Task 3 – Prepare Administrative Draft Initial Study**

- 3.1 CONTRACTOR shall prepare an ADIS for the Proposed Project in accordance with CEQA and Monterey County procedures. CONTRACTOR shall submit an

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

electronic copy of the ADIS to the County for review and comment. The proposed ADIS shall contain the following mandated sections:

- Project Description. Describe the Proposed Project background, location, and objectives, supplemented with graphics. This section will describe the characteristics of the Proposed Project based on information provided by the Applicant.
- Environmental Setting, Impacts, and Mitigation. Characterize the setting for each impact area in the CEQA Checklist, evaluate impacts based on established CEQA thresholds, and identify mitigation for potentially significant impacts, if required.
- Graphics. Prepare appropriate graphics and tables to present the environmental analysis.
- References. Identify all sources and persons contacted during the preparation of the document.

3.2 The ADIS shall address all issue areas identified in the most current version of the CEQA Guidelines Appendix G Environmental Checklist Form (2025). The key areas of analysis for the Proposed Project ADIS are summarized below.

***Aesthetics***: The ADIS will describe the existing visual characteristics of the Proposed Project. The ADIS will evaluate the visual effects of the Proposed Project and its consistency with applicable Monterey County General Plan policies, zoning requirements, and design guidelines.

***Biological Resources***: Implementation of the Proposed Project could, directly and indirectly, affect biological resources. The ADIS shall evaluate the potential impacts based on the results of the Applicant’s Biological Report. It also shall summarize the results of the Biological Report and identify any mitigation measures to reduce impacts to a less-than-significant level if required.

***Cultural and Tribal Cultural Resources***: It is assumed that the Proposed Project would not develop sites that contain any known cultural or tribal resources; however, there is the potential to encounter unknown cultural or tribal cultural resources during construction. The ADIS will evaluate the potential effects to cultural resources based on the available data and records, including the cultural resources report prepared for the Proposed Project. This scope of work does not include a peer review of the cultural resources report. The ADIS also will summarize the results of AB 52 outreach conducted by the County for the Proposed Project. The ADIS shall identify any mitigation measures necessary to reduce impacts to a less-than-significant level.

***Geology and Soils***: Construction of the Proposed Project could result in impacts related to the geological conditions of the site. The ADIS shall address the

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

soil/geotechnical characteristics of the project site based on the geotechnical evaluation provided by the Applicant. Mitigation would be identified as needed for potentially significant impacts.

**Hydrology and Water Quality:** The ADIS shall evaluate the Proposed Project's hydrology and water quality effects. The ADIS also shall describe the proposed stormwater control system based on the hydraulic and drainage analysis prepared by the Project Applicant and shall identify the potential drainage and water quality impacts from the Proposed Project. The ADIS shall identify local and regional programs for the maintenance of water quality and the Proposed Project's adherence to these programs.

**Land Use/Consistency with Plans:** The ADIS shall review all applicable land use plans, the Monterey County General Plan, as well as all applicable policies and regulations to determine whether the Proposed Project would conflict with any of those adopted to avoid or mitigate an environmental impact.

**Traffic:** The ADIS shall evaluate traffic related impacts based on review of the analysis prepared by the Applicant. Mitigation would be identified as needed for potentially significant impacts.

**Other CEQA Requirements:** The ADIS will also address all other CEQA-required issues, including mandatory findings of significance and references. 4

### **Task 4 – Revise the Draft Administrative Initial Study**

- 4.1 CONTRACTOR shall revise the ADIS based on comments received from the County and prepare the Public Review Draft IS/MND. This scope of work assumes no more than one (1) round of comments.
- 4.2 CONTRACTOR shall review the document to ensure State Clearinghouse accessibility requirements are addressed. CONTRACTOR shall provide an electronic copy in both Word and Portable Document Format (PDF) of the Public Review Draft IS/MND to the County for public distribution.
- 4.3 CONTRACTOR assumes that County staff shall be responsible for finalizing the Draft IS/MND for public circulation, preparing and filing all necessary notices, and uploading to the State Clearinghouse.

### **Task 5 – Administrative Draft Final Initial Study (Optional)**

- 5.1 CONTRACTOR shall prepare an Administrative Draft Final IS with responses to public comments received on the Public Draft IS/MND.
- 5.2 CONTRACTOR assumes that no more than fifteen (15) comment letters will be received. If additional comment letters are received, a scope amendment will be necessary.

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

### Task 6 – Meeting

CONTRACTOR shall be available to attend meetings upon request, including internal coordination calls. This scope of work does not include attendance or presentations at any public hearings. This scope assumes attendance by CONTRACTOR and staff at a maximum of two (2) meetings.

#### A.2 Schedule

CONTRACTOR shall complete review of materials within three (3) weeks of notification to proceed.

CONTRACTOR shall complete preparation of the ADIS within six (6) weeks upon confirmation that all necessary documentation has been provided and is sufficient for purposes of evaluation (see Tasks 1 and 2 above).

### B. PAYMENT PROVISIONS

#### B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$35,628.15 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. This amount includes a 15% contingency of \$4,647.15. CONTRACTOR’S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

### Cost Breakdown Big Sur Campground Project (PLN240359)

Task	Principal	Project Director	Deputy Project Manager	Arborist	Asst. Planner	GIS/Computer Specialist	Admin/Editing	Hours Per Task	Cost Per Task
1 Project Initiation	2	8	8					20	\$ 4,166
2 Technical Resource Report - Peer Review (Biologist/Arborist Only)		2	4	5	4			15	\$ 2,646
3 Prepare Administrative Draft IS	4	10	40		15	8		77	\$ 13,254
4 Revise Administrative Draft IS	2	4	8		8	2	4	28	\$ 4,660
5 Administrative Draft Final IS (Optional Task)		8	15		4		2	29	\$ 5,208
6 Meetings		2	2					4	\$ 846
Total Hours	8	26	62	5	27	10	6	144	
Total Hours w/Optional Task	8	34	77	5	31	10	8	173	
Hourly Rate	\$ 289	\$ 267	\$ 156	\$ 192	\$ 132	\$ 151	\$ 102		
Total Labor	\$ 2,312	\$ 6,942	\$ 9,672	\$ 960	\$ 3,564	\$ 1,510	\$ 612		\$ 25,572
Total Labor w/Optional Task	\$ 2,312	\$ 9,078	\$ 12,012	\$ 960	\$ 4,092	\$ 1,510	\$ 816		\$ 30,780
<b>Expenses</b>									\$ 175
Reproduction									\$ 50
Mileage (at current IRS mileage rate)									\$ 75
Miscellaneous (phone, fax, cellular, postage, courier, etc.)									\$ 50
<b>Subtotal</b>									\$ 175
<b>Administrative Fee</b>									\$ 26
<b>Total Budget</b>									\$ 25,773
<b>Total Budget w/Optional Task</b>									\$ 30,981

(2) Does not include attendance at meetings or public hearings; either can be authorized separately on a time and materials basis.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

## EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

### B.2 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement 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/or services, and associated Delivery Order number. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey  
Housing and Community Development – Finance  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
[194-HCD-Finance@countyofmonterey.gov](mailto:194-HCD-Finance@countyofmonterey.gov)

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at **(831) 755-4800** or via email to [194-HCD-Finance@countyofmonterey.gov](mailto:194-HCD-Finance@countyofmonterey.gov):

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

**DISALLOWED COSTS:** CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.