



County of Monterey 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 Luis A. Alejo, seconded by Supervisor Kate Daniels to:

Agreement No.: A-13654; Amendment No.: 5 Jeffrey LaTourette

Agreement No.: A-13636; Amendment No.: 5 Denise Duffy & Associates, Inc

- a. Approve Amendment No. 5 to Funding Agreement No. 3 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 \$183,099 is increased by \$26,625 for a new Agreement amount of \$209,724 with no change to the included Contingency Budget of \$21,040;
- b. Authorize the Director of Housing and Community Development or designee to execute Amendment No. 5 to Funding Agreement No. 3 A-13654, Amendment No. 5 to Professional Services Agreement No. A-13636, and future amendments to the Agreements where the amendments do not significantly alter the scope of work and do not increase the Agreement amounts of \$209,724 by more than 10% (\$20,973), subject to review by County Counsel and the Auditor-Controller's Office.

PASSED AND ADOPTED on this 14th day of October 2025, 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 October 14, 2025.

Dated: October 14, 2025

File ID: A 25-397

Agenda Item No.: 36

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


Margarita Hernandez, Deputy

**AMENDMENT NO. 5
TO FUNDING AGREEMENT NO. 3
BETWEEN COUNTY OF MONTEREY AND
JEFFREY LATOURETTE**

THIS AMENDMENT NO. 5 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 (base budget \$140,265 and contingency of \$21,039.75);

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 two (2) years through June 30, 2021 with no change to the Agreement amount of \$161,304.75;

WHEREAS, the Funding Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2” – including Exhibit A-1 – Scope of Services/Payment Provisions), to extend the term two (2) years through June 30, 2023, and increase the not to exceed amount of \$161,304.75 by \$21,039.75 for a new Agreement amount of \$183,098.75;

WHEREAS, the Funding Agreement was amended by the Parties on April 13, 2023 (“Amendment No. 3”) extending the term one (1) year through June 30, 2024, and on May 1, 2024 (“Amendment No. 4”) extending the term two (2) years through June 30, 2026, with no change to the Agreement amount of \$183,098.75;

WHEREAS, the Parties wish to amend the Funding Agreement to expand the Scope of Services to add Task 4.1, Finalize Administrative Draft Final EIR and Mitigation Monitoring and Report Program, and Task 4.2, Prepare Public Draft Final EIR;

WHEREAS, additional funds are necessary to allow CONTRACTOR to continue to provide services associated with the completion of the Project's EIR;

WHEREAS, the Parties wish to further amend the Funding Agreement expand the Scope of Services and increase the not to exceed amount of \$183,098.75 by \$26,624.75 for a new Agreement amount of \$209,723.50 without change to the term end date of June 30, 2026;

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

1. Amend Section 1., "Deposits to Fund PSA," to add the following:
 - 1.b Deposits to Fund Amendment No. 5 to PSA. PROJECT APPLICANT shall deposit an amount equal to the increase of the CONTRACTOR's Base Budget. This amount totals \$26,624.75.

CONTRACTOR's Base Budget:	\$183,098.75
Additional funds required	<u>26,624.75</u>
Total New Base Budget:	\$209,723.50

PROJECT APPLICANT shall deposit an additional **\$26,624.75** with the County upon approval of this Agreement by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for October 14, 2025.

2. Amend Section 1, "Deposits to Fund PSA," fourth and fifth paragraphs, to read as follows:

PROJECT APPLICANT will have a total amount of \$209,723.50 on deposit with the County upon approval of this AGREEMENT by the County of Monterey Board of Supervisors acting on behalf of the County, currently scheduled for October 14, 2025.

PROJECT APPLICANT'S additional deposit of \$26,624.75 with County shall be a condition precedent to County's obligation under this AGREEMENT.

3. Amend Section 3., "Maximum Budget Under AGREEMENT," to read as follows:

The maximum amount which may be charged to PROJECT APPLICANT under this AGREEMENT is \$209,723.50.

CONTRACTOR's Base Budget * \$209,723.50

Maximum Charge Under Agreement: \$209,723.50

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

4. Replace subsection 6.a., CONTRACTOR, of Section 6., "Payments to CONTRACTOR," to read as follows:

CONTRACTOR's invoices shall be paid from Base Budget funds deposited by PROJECT APPLICANT in the amount of \$209,723.50.

Should this AGREEMENT be terminated prior to June 30, 2026, 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.

5. Except as amended herein, all other terms and conditions of the Agreement, including all on Exhibits thereto, remain unchanged and in full force and effect.
6. This Amendment No. 5 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. 5 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

By: N/A
Chief Contracts & Procurement Officer

Date: _____

By: *Craig Spencer*
Craig W. Spencer, Director

Date: 10/21/2025

PROJECT APPLICANT

Signed by: *[Signature]*
5D80C74F7E824A7 Owner

Jeffrey LaTourette, Owner
Name and Title

Date: 9/18/2025

Approved as to Form
Office of the County Counsel¹
Susan K. Blich, County Counsel

Signed by: *Reed Gallogly*
3F68D0B3C1EC406 Reed Gallogly, Deputy County Counsel

Date: 9/24/2025

Approved as to Fiscal Provisions²

DocuSigned by: *Patricia Ruiz*
E79EF64EE7451F6 Auditor/Controller

Date: 9/25/2025

Reviewed as to Liability Provisions³
Office of the County Counsel-Risk Management

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 either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If 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.

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor-Controller required.

³Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Attachment to Funding Agreement

Amendment No. 5 to
Professional Services Agreement
with Denise Duffy & Associates, Inc.

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**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 5 to Professional Services Agreement No. A-13636 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc., a California Corporation (“CONTRACTOR”) is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

WHEREAS, CONTRACTOR entered into Professional Services Agreement No. A-13636 with the County on July 25, 2017 (“Agreement”) to provide an Environmental Impact Report (“EIR”) for the LaTourette Subdivision Project (“Project”) beginning June 27, 2017, through June 27, 2019 for an amount not to exceed \$161,304.75 (base budget \$140,265 and contingency of \$21,039.75);

WHEREAS, the Agreement was amended by the Parties on August 9, 2019 (“Amendment No. 1”) to extend the term two (2) additional years, through June 30, 2021, and to update the indemnification provision and auto insurance requirements;

WHEREAS, the Agreement was amended by the Parties on July 7, 2021 (“Amendment No. 2” – including Exhibit A-1 – Scope of Services/Payment Provisions), to extend the term for two (2) additional years to June 30, 2023, and increase the base budget by \$21,794 for a new Agreement amount not to exceed \$183,098.75;

WHEREAS, the Agreement was amended by the Parties on April 13, 2023 (“Amendment No. 3”) to extend the term one (1) year to June 30, 2024, with no increase to the Agreement amount of \$183,098.75;

WHEREAS, the Agreement was amended by the Parties on May 1, 2024 (“Amendment No. 4”) to extend the term two (2) additional years to June 30, 2026, with no increase to the not to exceed amount of \$183,098.75 and no change to the Scope of Services;

WHEREAS, additional funds are necessary to allow CONTRACTOR to continue to provide services associated with the completion of the EIR for the Project;

WHEREAS, the Parties wish to expand the Scope of Services to add Task 4.1, Finalize Administrative Draft Final EIR and Mitigation Monitoring and Report Program, and Task 4.2, Prepare Public Draft Final EIR;

WHEREAS, an update to the Agreement’s provisions is necessary; and

WHEREAS, the Parties wish to further amend the Agreement to increase the not to exceed amount of \$183,098.75 by \$26,624.75 for a new Agreement amount of \$209,723.50 and update the Scope of Services with no change to the term end date of June 30, 2026.

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

1. Amend the second sentence of Section 2, "Payments by County," to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$209,723.50.

2. Amend Section 4, "Additional Provisions/Exhibits," to add:

Exhibit A-2 Scope of Services/Payment Provisions

3. Amend paragraph 8.2, "Indemnification for Design Professional Services Claims," of Section 8, "Indemnification," to read as follows:

CONTRACTOR shall indemnify, defend and hold harmless 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 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 County, or defect in a design furnished by 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 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.

4. Amend the second paragraph of subsection 9.01, "Evidence of Coverage," of Section 9, "Insurance," to read as follows:

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.

5. Amend subsection 9.02, "Qualifying Insurers," of Section 9, "Insurance," to read as follows:

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 Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

6. Replace in its entirety subsection 9.03 of Section 9, "Insurance," to read as follows:

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.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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 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 services 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.

7. Rename subsection 9.04, "Other Insurance Requirements," of Section 9, "Insurance," to "Other Requirements" and replace in its entirety to read as follows:

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 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 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.

8. Amend Section 10.0, "Records and Confidentiality," to add subsection 10.06, "Format of Deliverables," to read as follows:

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/>.

9. Replace in its entirety, Section 11, "Non-Discrimination," to read as follows:

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), 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.

10. Remove subsection 15.08, "Compliance with Applicable Law."
11. Renumber subsection 15.09, "Headings," to 15.08.
12. Renumber subsection 15.10, "Time is of the Essence," to 15.09.
13. Renumber subsection 15.11, "Governing Law," to 15.10.
14. Renumber subsection 15.12, "Non-exclusive Agreement," to 15.11.
15. Renumber subsection 15.13, "Construction of Agreement," to 15.12.
16. Remove subsection 15.14, "Counterparts," in its entirety.
17. Renumber subsection 15.15, "Authority," to 15.13.
18. Renumber subsection 15.16, "Integration," to 15.14.
19. Renumber subsection 15.17, "Interpretation of Conflicting Provisions," to 15.15.
20. Add subsection 15.16, "Independent Contractor Compliance with Government Code Section 10976.6(c)," to read as follows:

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.

21. Add Section 16, "Compliance with Applicable Laws," to read as follows:

- 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 or 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.

22. Add Section 17, "Consent to Use of Electronic Signatures," to read as follows:

- 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.

23. 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.

24. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
25. This Amendment No. 5 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, County and CONTRACTOR have executed this Amendment No. 5 as of the day and year written below.

COUNTY OF MONTEREY

DENISE DUFFY & ASSOCIATES, INC.

By: N/A
Chief Contracts & Procurement Officer

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

Date: _____

Denise Duffy, President
Name and Title

By: _____
Craig W. Spencer, Director

Date: _____

Date: _____

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

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

Denise Duffy, Secretary
Name and Title

By: _____
Reed Gallogly, Deputy County Counsel

Date: _____

Date: _____

Approved as to Fiscal Provisions²

By: _____
Auditor/Controller

Date: _____

Reviewed as to Liability Provisions³
Office of the County Counsel-Risk Management

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 either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If 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.

¹Approval by the Office of the County Counsel is required.

²Approval by Auditor-Controller required.

³Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

EXHIBIT A-2 – 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 additional work as set forth below.

Due to unanticipated revisions and additional analysis such as refinement of air quality modeling, updates to the Biological Resources section, and coordination with the Project Applicant and County to address newly submitted project information and incorporate agency information, the following tasks are being added to the Scope of Work under Task 4, ‘Prepare Final EIR (FEIR).’

4.1 Finalize Administrative Draft Final EIR and Mitigation Monitoring and Reporting Program

CONTRACTOR shall complete the Administrative Draft Final EIR and associated Mitigation Monitoring and Reporting Program (“MMRP”) for submittal to the County, the CEQA Lead Agency, for internal review, and comment which includes the following:

- 4.1.1** Finalize responses to public comments received during the Draft EIR public review period, including comments from responsible agencies and the public.
- 4.1.2** Incorporate revisions to the EIR text, tables, and exhibits, as appropriate, to address public and agency comments.
- 4.1.3** Update the Biological Resources section to respond to specific comments from the California Department of Fish and Wildlife (“CDFW”).
- 4.1.4** Integrate clarifications and supplemental information provided by the Applicant and the County to ensure completeness and consistency.
- 4.1.5** Prepare draft MMRP that reflects all revised and adopted mitigation measures.
- 4.1.6** Compile the above into a complete Administrative Draft Final EIR and MMRP for submittal to the County for internal review.

Meetings: This task includes two (2) meetings with County staff to discuss the Final EIR, as well as receiving a single, consolidated set of County comments on the Administrative Draft Final EIR and MMRP.

If additional meetings or rounds of review are requested or if substantive new information arises requiring further analysis, a separate budget amendment may be required.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

4.2 *Prepare Public Draft Final EIR*

CONTRACTOR shall prepare the Public Draft Final EIR following completion of the Administrative Draft Final EIR for review by the County. Upon receipt of consolidated County comments, CONTRACTOR shall revise the Administrative Draft Final EIR and MMRP to produce a Screencheck version for final County review which includes the following:

- 4.2.1 Incorporate County comments on the administrative Draft Final EIR and MMRP.
- 4.2.2 Prepare a Screencheck Draft Final EIR and MMRP for County review to ensure all comments have been addressed.
- 4.2.3 Finalize the Public Draft Final EIR and MMRP based on County direction, including all responses to comments, revised text, and supporting appendices.
- 4.2.4 Deliver the Public Draft Final EIR and MMRP in electronic format (PDF) for publication and distribution.

This task assumes that County comments will be provided in a single, consolidated format and that no new substantive changes to the project or analysis will be required. If substantial revisions are requested or if additional review cycles are needed, a supplemental budget may be required.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an increased amount to the base budget not to exceed \$26,624.75 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 \$209,723.75. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Task	Description	Cost Per Task
	Additional Funds Required, Public Review Draft EIR	\$3,628.75
4.1	Finalize Administrative Draft Final EIR & Mitigation Monitoring & Reporting Program	\$12,568.00
4.2	Prepare Public Draft Final EIR	\$10,428.00
	Total Labor	\$26,624.75
	Subconsultants – None	
	Expenses – None	
	Total Budget	\$26,624.75

There shall be no travel reimbursement allowed during this Agreement.

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-2 – 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, and an original hardcopy shall be sent to the following address or via email to 194-HCD-Finance@countyofmonterey.gov:

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

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.

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.