

Attachment C

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ATTACHMENT C

Professional Services Agreement A-15573

and Amendment No. 1

with

Denise Duffy & Associates, Inc.

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS
(\$100,000 AND MORE)**

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. ("CONTRACTOR").

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

1.0 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:
Provide On-call Planning Consultant Services.

2.0 PAYMENTS BY COUNTY. 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 \$200,000.

3.0 TERM OF AGREEMENT. The term of this Agreement is from November 1, 2021 to October 31, 2024, 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.

4.0 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** **Incorporation of Request for Qualifications #10786 and Statement of Qualification Documents**

5.0 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.

6.0 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.

7.0 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 County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8.0 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 the 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 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 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 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.

9.0 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 Department, 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 the County has approved such insurance. 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 Best’s Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Manager.

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.

Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, 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 \$500,000 per occurrence.

Modification (Justification attached; subject to 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.

Modification (Justification attached; subject to 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.

Modification (Justification attached; subject to approval).

9.04. Other Insurance 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 (30) days in advance of each 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.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR’s work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR’s insurance. The required endorsement form for Commercial General Liability Additional Insured is **ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000)**. The required endorsement form for Automobile Additional Insured endorsement is **ISO Form CA 20 48 02 99**.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County’s Contract Administrator and the 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 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 at all times 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 County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify 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 County, at its sole discretion, to terminate this Agreement immediately.

10.0 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 County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to 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 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 County.

11.0 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, 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.

12.0 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, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 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 County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, worker's 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 County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 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:

FOR COUNTY:	FOR CONTRACTOR:
<hr/> Kathy Nielsen, Management Analyst II Name and Title	<hr/> Erin Harwayne, AICP Name and Title
Housing & Community Development 1441 Schilling Place, South 2 nd Floor Salinas, CA 93901-4527 <hr/> Address	Denise Duffy & Associates, Inc. 947 Cass Street, Suite 5 Monterey, CA 93940 <hr/> Address
(831) 755-4832 <hr/> 194-HCD-Contracts@co.monterey.ca.us Phone	(831) 373-4341 x19 <hr/> eharwayne@ddaplanning.com Phone

15.0 MISCELLANEOUS PROVISIONS.

- 15.01. 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.
- 15.02. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03. 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.
- 15.04. 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.
- 15.05. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06. 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.

- 15.07. 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.
- 15.08. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10. Time is of the Essence. Time is of the essence in each and all the provisions of this Agreement.
- 15.11. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12. Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13. 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.
- 15.14. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15. 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.
- 15.16. 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.
- 15.17. 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.

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

COUNTY OF MONTEREY
 DocuSigned by:
 By: Debra R. Wilson
7E34937A9E413B...
 Contract Purchasing Officer

Date: 11/2/2021

By: _____
 Department Head (if applicable)

Date: _____

Approved as to Form¹
 Office of the County Counsel
 Leslie J. Girard, County Counsel

DocuSigned by:
 By: Kristi Markey
C21D52A9063001...
 County Counsel

Date: 10/6/2021

Approved as to Fiscal Provisions²

DocuSigned by:
 By: Gary Giboney
D3834BFE310E4101...
 Auditor/Controller

Date: 10/6/2021

CONTRACTOR*

Denise Duffy & Associates, Inc.
 Contractor's Business Name

DocuSigned by:
 By: Denise Duffy
1AE402F45393490...
 (Signature of Chair, President, or Vice President)

Denise Duffy, President
 Name and Title

Date: 10/4/2021

DocuSigned by:
 By: Denise Duffy
41E418274D393490...
 (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Denise Duffy, Secretary
 Name and Title

Date: 10/4/2021

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹ Approval by County Counsel is required for all Professional Service Agreements over \$100,000.
² Approval by Auditor-Controller is required for all Professional Service Agreements.

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:

CONTRACTOR shall provide responsible and comprehensive planning-related services, including assistance to process individual development permit applications and related environmental review (exemption determinations and/or initial studies) from the permit application “complete” stage to the final decision on an as-needed basis, initial review of groundwater well applications and related environmental review and advance planning work. CONTRACTOR shall abide by all local, state, and federal regulations.

A.1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than fifty (50) percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A.1.2 The Scope of Work for discretionary development applications includes but is not limited to the following:

A.1.2.1 Project Intake and Initial Contact: County’s Project Planner shall hand out the application and subsequently receive and review application materials and technical reports (e.g., traffic, noise, air quality, soils and geology, archeological, biology) and confirm the permits required and the level of environmental review necessary. County’s Project Planner will prepare the Interdepartmental Review (IDR) Packets and will identify the tasks that are to be performed by CONTRACTOR for the project. CONTRACTOR, before proceeding, shall articulate in writing a statement defining the steps required to process the project, confirming County expectations regarding staff assignment and the definition of the work effort required to process the application and scheduling on a draft budget sheet.

A.1.2.2 Cost/Time Estimate: CONTRACTOR shall submit a budget estimate to include hours to complete the tasks required to process the application as identified by the County’s Project Planner.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

A.1.2.3 Project Evaluation: CONTRACTOR shall review the IDR comments, make a site visit, if deemed necessary by County's Project Planner, or may communicate with County's Project Planner and review photos. In collaboration with County's Project Planner, CONTRACTOR shall determine the project status and whether additional information is required per the State's permit streamlining requirements and CEQA.

A.1.2.4 CEQA Determination: CONTRACTOR and County's Project Planner will determine whether a categorical exemption or initial study is required.

Final determination whether the project is categorically exempt or if further environmental review is required will be made by County's Project Planner.

A.1.2.5 Preparation of Initial Study/Negative/Mitigated Negative Declaration: When an Initial Study is deemed necessary by County, CONTRACTOR, in collaboration with County's Project Planner, shall determine the scope of the initial study and identify potentially significant issues that need to be addressed. CONTRACTOR shall prepare a cost estimate of the Initial Study and present to County for approval. Once approved, CONTRACTOR shall complete an administrative draft Initial Study including impact analysis, mitigation measures and monitoring actions. CONTRACTOR shall submit a completed and finished administrative draft Initial Study to the County's Project Planner for the Project Planner's review. CONTRACTOR shall make such revisions as the County Project Planner directs. The administrative draft Initial Study then will be circulated through the County Clearinghouse (one week). The County Clearinghouse is responsible for distributing environmental documents to other County land use departments for review and collects their comments. Once acceptable to County staff, the administrative draft Initial Study may be forwarded by County's Project Planner to the applicant for a one-week review only to correct or revise factual details in the Project Description and agree to any proposed mitigation measures. If, during the preparation of the Initial Study, it is determined that an Environmental Impact Report (EIR) is required for the project, the County will follow its standard procedure for hiring an EIR consultant. Under RFQ #10786 Contractor shall not be eligible to prepare an EIR for any permits for which CONTRACTOR provides application review.

Set Public Hearing Date for the Application: CONTRACTOR shall work with County's Project Planner to determine an appropriate date to schedule the public hearing. This decision must follow County cutoff dates for staff report submission, review, corrections, and production and meet requirements of the state Permit Streamlining Act.

A.1.2.6 Staff Report Preparation and Review: After the application is deemed complete, and in consultation with the County's Project Planner, the CONTRACTOR shall prepare a draft staff report including all attachments and exhibits as required by County utilizing County templates to produce a clear and

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

concise overview of the proposed project, issues and their resolution. This shall include a summary of the Land Use Advisory Committee (LUAC) action, where necessary. The appropriate Findings and Evidence shall be included in the draft resolution attached to the staff report and completed with comprehensive, clear and concise evidence to support findings. The Condition Compliance/Mitigation Monitoring matrix (i.e., list of conditions of approval, mitigation measures and monitoring actions) shall be completed. CONTRACTOR shall submit the draft staff report, findings and evidence and conditions and mitigation measure matrix to the County's Project Planner and make such revisions as the County's Project Planner directs.

A.1.2.7 Presentation and Responses to Comments and Last-Minute Issues: CONTRACTOR shall prepare all appropriate presentation materials for the hearing body as requested by County. CONTRACTOR shall be available during office hours one week prior to the public hearing to assist County's Project Planner to resolve any remaining issues or respond to comments in written form from the public and provide support to County as necessary.

A.1.2.8 Public Hearing Follow-up – Appeals: Under the direction of the County's Project Planner, CONTRACTOR shall be responsible for revising and changing any findings, evidence, or conditions/mitigation measures that are a result of the hearing process. CONTRACTOR may be required to prepare a revised staff report and follow recommendations of the hearing body. If the project is appealed to another County hearing body (e.g., from the Planning Commission to the Board of Supervisors) then CONTRACTOR shall respond to the appeal and prepare an appropriate discussion of the appeal topics in a *de novo* type staff report, prepare findings and evidence addressing the appeal and re-insert conditions and mitigations if the Planning Department is submitting an affirmative recommendation.

A.1.2.9 Field Trips: CONTRACTOR shall conduct field trips as needed for each project development application and related environmental review if required. Field trip requirements will ultimately be the decision of the County as appropriate.

A.1.2.10 Responsible Agency Contacts: CONTRACTOR shall be responsible for early contact with interested agencies identified by the County's Project Planner.

A.1.2.11 County Plans, Ordinances, Forms, Templates and Process: It shall be the responsibility of the CONTRACTOR to receive and review all County plans, ordinances, forms (as applicable), and templates for reviewing, analyzing, preparing, and processing the permit application products and documents. It shall be the responsibility of the CONTRACTOR to endeavor to learn and master the County's permitting and related environmental review process to minimize involvement of staff time during the processing of the individual permits.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

A.1.2.12 Files and File Organization: CONTRACTOR shall receive a copy of the Planning Department’s file and all subsequent correspondence. All e-mails and electronic files shall be forwarded immediately to County’s Project Planner.

A.1.3 Scheduled Documents Delivered: CONTRACTOR shall deliver one electronic copy and one clean hard copy original of the staff report with all required attachments per County format and requirements at least two weeks prior to the public hearing as the final completed product with all reviews and required approvals. CONTRACTOR shall deliver one electronic copy and one original hard copy of the Initial Study/Negative Declaration (where required) pursuant to a schedule set at the time the CEQA determination is made. By no later than when the Initial Study is ready for release to the public for the public review and comment period, CONTRACTOR shall provide to the County a complete and accurate copy of all references listed in the environmental review document prepared by CONTRACTOR.

A.1.4 The Scope of Work for groundwater well application includes but is not limited to the following:

Well Permit Review: This task includes review of a well permit application and completion of the screening tool. Each well permit application is anticipated to be complete and provide all information needed for use of the screening tool. Based on the Environmental Health Bureau (EHB) well application review process, each application will include:

- A two-page application form, deemed complete by EHB staff;
- A one-page well routing form/fee worksheet, completed by EHB staff;
- County GIS map (PBI map) with parcel information and identification of potential hazards, historical and cultural resource sensitivity, biological resources, and other information;
- A four-page well construction form, completed by EHB staff, identifying requirements that may be required for the permit, and
- Comments from other County departments, as applicable, including: Monterey County Water Resources Agency, EHB and Monterey Peninsula Water Management District.

It is anticipated that EHB or Housing and Community Development (HCD) will forward permits to CONTRACTOR after completion of the internal review process and will only forward permit applications for wells in the inland areas of the county, outside the Area of Impact. Upon receipt of each well permit application, CONTRACTOR will complete the screening tool prepared by the County and prepare a brief memorandum recommending whether the permit be considered ministerial or discretionary, and for those determined to be discretionary, what level

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

of CEQA review is anticipated. The memorandum and complete screening tool will be submitted within two weeks of receipt of the complete well application package from EHB. If a high volume of permit applications is received at one time, this timeframe may be extended.

For those applications recommended as ministerial, a notice of exemption will be prepared and provided to HCD for signature with the memorandum. For those recommended as discretionary, CONTRACTOR will request email authorization from County to proceed with steps as outlined in Sections 1.1 and 1.2.

A.1.5 The Scope of Work for advance planning services includes but is not limited to the following:

A.1.5.1 Initial Contact: HCD shall provide a project specific scope of work and will identify the tasks that are to be performed by CONTRACTOR for the project. CONTRACTOR, before proceeding, shall articulate in writing a statement defining the steps required to process the project, confirming County expectations regarding staff assignment and the definition of the work effort required to process the application and scheduling on a draft budget sheet.

A.1.5.2 Cost/Time Estimate: CONTRACTOR shall submit their budget estimate to include hours to complete the tasks required to complete the project as identified by HCD.

A.1.5.3 Notice to Proceed: HCD shall provide CONTRACTOR a notice to proceed with the work within the scope and budget as identified in sections 3.4.1 and 3.4.2.

A.2 All written reports required under this Agreement must be delivered to:

Craig Spencer, Chief of Planning
County of Monterey
Housing and Community Development
1441 Schilling Place, South 2nd Floor
Salinas, CA 93901-4527
SpencerC@co.monterey.ca.us
(831) 755-5233

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$200,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the attached Pricing Sheet and Schedule of Rates, including Fee Schedules for subcontractors.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

County and CONTRACTOR agree that CONTRACTOR shall be reimbursed for travel expenses during this Agreement. CONTRACTOR shall receive compensation for travel expenses as per the “County Travel Policy.” A copy of the policy is available online at <https://www.co.monterey.ca.us/home/showdocument?id=69364>.

To receive reimbursement, CONTRACTOR must provide a detailed breakdown of authorized expenses, identifying what was expended and when.

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

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 Multiyear Agreement (MYA) number, 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@co.monterey.ca.us:

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@co.monterey.ca.us:

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.

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

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.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**Pricing Sheet**

Service:	Range of Cost Per Service
Permit Review (regular)	\$3,500 - \$1,000+ depending on complexity.
Advance Planning (regular)	\$5,500 – 17,500+ depending on complexity
Other (indicate)	TBD

Service:	Rate in Dollars Per Each Hour
Permit Review (regular)	See attached rate sheet.
Advance Planning (regular)	See attached rate sheet.
Other (indicate)	See attached rate sheet.

2021 Schedule of Rates
1/1/2021 through 12/31/2021

Principal	\$233.00
Senior Project Manager/Engineering Specialist	\$196.00
Principal Planner	\$176.00
Senior Project Manager	\$168.00
Senior Botanist	\$156.00
Senior Planner/Scientist II	\$155.00
Project Manager	\$147.00
Senior Planner/Scientist	\$137.00
Assistant Project Manager	\$123.00
Environmental Biologist	\$117.00
Associate Planner/Scientist	\$112.00
Assistant Planner/Scientist	\$100.00
GIS/Computer Specialist	\$107.00
Administrative Manager	\$ 87.00
Database/Designer/Graphics	\$ 82.00
Planning Technician	\$ 74.00
Field Technician	\$ 70.00
Administrative Assistant	\$ 65.00

Direct reimbursable costs associated with the execution of a project are charged at cost plus 10% to cover general and administrative services. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permit charges and filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate. Communication and miscellaneous office expenses (including cell phones, phone, fax, electronic data transmittal, photos etc.) are billed at 3% of total labor.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

2022 Schedule of Rates
1/1/2022 through 12/31/2022

Principal	\$238.00
Senior Project Manager/Engineering Specialist	\$200.00
Principal Planner	\$180.00
Senior Project Manager	\$171.00
Senior Botanist	\$159.00
Senior Planner/Scientist II	\$158.00
Project Manager	\$150.00
Senior Planner/Scientist	\$140.00
Assistant Project Manager	\$125.00
Environmental Biologist	\$119.00
Associate Planner/Scientist	\$114.00
Assistant Planner/Scientist	\$102.00
GIS/Computer Specialist	\$109.00
Administrative Manager	\$ 89.00
Database/Designer/Graphics	\$ 84.00
Planning Technician	\$ 75.00
Field Technician	\$ 71.00
Administrative Assistant	\$ 66.00

Direct reimbursable costs associated with the execution of a project are charged at cost plus 10% to cover general and administrative services. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permit charges and filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate. Communication and miscellaneous office expenses (including cell phones, phone, fax, electronic data transmittal, photos etc.) are billed at 3% of total labor.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

2023 Schedule of Rates
1/1/2023 through 12/31/2023

Principal	\$242.00
Senior Project Manager/Engineering Specialist	\$204.00
Principal Planner	\$183.00
Senior Project Manager	\$175.00
Senior Botanist	\$162.00
Senior Planner/Scientist II	\$161.00
Project Manager	\$153.00
Senior Planner/Scientist	\$143.00
Assistant Project Manager	\$128.00
Environmental Biologist	\$122.00
Associate Planner/Scientist	\$117.00
Assistant Planner/Scientist	\$104.00
GIS/Computer Specialist	\$111.00
Administrative Manager	\$ 91.00
Database/Designer/Graphics	\$ 85.00
Planning Technician	\$ 77.00
Field Technician	\$ 73.00
Administrative Assistant	\$ 68.00

Direct reimbursable costs associated with the execution of a project are charged at cost plus 10% to cover general and administrative services. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permit charges and filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate. Communication and miscellaneous office expenses (including cell phones, phone, fax, electronic data transmittal, photos etc.) are billed at 3% of total labor.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS**Billing Rates**

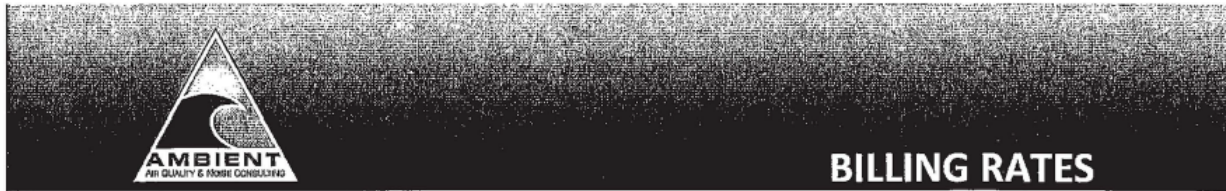
	2021	2022	2023
Professional Classification	Rate per Hour		
President	\$290	\$295	\$300
Principal	\$250	\$255	\$260
Senior Associate II	\$230	\$235	\$240
Senior Associate I	\$215	\$220	\$225
Associate II	\$195	\$200	\$205
Associate I	\$175	\$180	\$185
Planner/Engineer II	\$155	\$160	\$165
Planner/Engineer I	\$125	\$130	\$135
Admin/Graphics	\$110	\$115	\$120
Senior CAD Tech	\$95	\$100	\$105
Technician	\$75	\$80	\$85

Direct expenses are billed at actual costs, with the exception of mileage, which is reimbursed at the current rate per mile set by the IRS.

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Applied EarthWorks, Inc. - Rate Table

Position	2021 Rate	2022 Rate	2023 Rate
Principal Archaeologist	\$ 195.68	\$ 205.46	\$ 215.74
Laboratory Director	\$ 151.28	\$ 158.84	\$ 166.79
Project Manager	\$ 143.43	\$ 150.60	\$ 158.13
Publication Manager	\$ 108.83	\$ 114.27	\$ 119.99
GIS Supervisor	\$ 108.81	\$ 114.25	\$ 119.96
Senior Archaeologist	\$ 105.36	\$ 110.63	\$ 116.16
Senior Architectural Historian	\$ 95.90	\$ 100.70	\$ 105.73
Field Supervisor	\$ 81.15	\$ 85.21	\$ 89.47
Architectural Historian	\$ 77.05	\$ 80.90	\$ 84.95
Laboratory Supervisor	\$ 77.00	\$ 80.85	\$ 84.89
Associate Archaeologist	\$ 76.80	\$ 80.64	\$ 84.67
GIS Data Analyst	\$ 75.90	\$ 79.70	\$ 83.68
Staff Archaeologist	\$ 69.62	\$ 73.10	\$ 76.76
Lead Field Tech/Crew Chief	\$ 68.75	\$ 72.19	\$ 75.80
Editor/Project	\$ 63.37	\$ 66.54	\$ 69.87
Monitor	\$ 60.20	\$ 63.21	\$ 66.37
Administrative Assistant	\$ 59.70	\$ 62.69	\$ 65.82
Field Technician	\$ 55.04	\$ 57.79	\$ 60.68
Laboratory Technician	\$ 55.04	\$ 57.79	\$ 60.68



Staff	Billing Rates		
	2021	2022	2023
Kurt Legleiter, Principal Air Quality & Noise Specialist	\$155/hour	\$160/hour	\$165/hour
Air Quality & Noise Analyst	\$60/hour	\$62/hour	\$64/hour
Travel	Based on Federal per diem rates		
Mileage			

EXHIBIT A – SCOPE OF WORK/PAYMENT PROVISIONS

Cultural Resource Specialist 3.1	70.90	73.00	75.20
Cultural Resource Specialist 2	64.90	66.80	68.80
Cultural Resource Specialist 1	51.30	52.80	54.40
Contract Manager	179.50	184.90	190.40
Administrative Assistant	79.20	81.60	84.00
Cultural Advisor	150.80	155.30	160.00

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-15573 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc. (“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-15573 with the County on November 2, 2021 (“Agreement”) to provide On-Call Planning Consultant Services through October 31, 2024, for an amount not to exceed \$200,000; and

WHEREAS, the Parties wish to further amend the Agreement to increase the total not to exceed amount of \$200,000 by \$60,000 for a new not to exceed amount of \$260,000 without change to the term of the Agreement.

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

1. Amend the second sentence of Paragraph 2.0, PAYMENTS BY COUNTY, to read as follows:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$260,000.

2. Amend the first sentence of Exhibit A – Scope of Services/Payment Provisions, section B. PAYMENT PROVISIONS, B.1 COMPENSATION/PAYMENT to read as follows:

County shall pay an amount not to exceed \$260,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

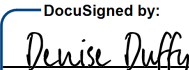
Amendment No. 1 to Professional Services Agreement A-15573
Denise Duffy & Associates, Inc.
On-Call Planning Consultant Services RFQ #10786
Housing and Community Development
Term: November 1, 2021 – October 31, 2024
Not to Exceed: \$260,000

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

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Manager

By: 

(Signature of Chief, President or Vice President)


Date: _____

Denise Duffy, President

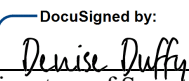
(Print Name and Title)

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

Date: 8/24/2023

By: 

5C29050B5BA0 Reed Gallogly
Deputy County Counsel

By: 

(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)

Date: 8/28/2023

Denise Duffy, Secretary

(Print Name and Title)

Approved as to Fiscal Provisions

Date: 8/24/2023

By: 

4E7E6578759444 Jennifer Forsyth
Auditor/Controller

Date: 8/28/2023

*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 per California Corporations Code Section 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. 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 this Agreement 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 the Agreement or Amendment to said Agreement.

Amendment No. 1 to Professional Services Agreement A-15573
Denise Duffy & Associates, Inc.
On-Call Planning Consultant Services RFQ #10786
Housing and Community Development
Term: November 1, 2021 – October 31, 2024
Not to Exceed: \$260,000