

# Attachment D

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

**THIS AMENDMENT NO. 1** to Agreement No. A-12978 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Denise Duffy & Associates, Inc. (hereinafter, "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**, on January 27, 2015, the Board of Supervisors approved a Memorandum of Agreement among the County, Fort Ord Reuse Authority (FORA), and UCP East Garrison LLC (UCP) to fund and implement interim habitat management for California Tiger Salamander (CTS) on approximately 134 acres of County-owned property on the former Fort Ord. The term of the MOA was until an Installation-Wide Multispecies Habitat Conservation Plan (HCP) was adopted by FORA and the wildlife agencies issued incidental take permits based on the HCP or for five (5) years from the effective date of February 2, 2015; and

**WHEREAS**, CONTRACTOR entered into Agreement No. A-12978 with County on November 10, 2015 (hereinafter, "Agreement") to maintain suitable upland habitat for CTS on the 134-acre County-owned property on the former Fort Ord (hereinafter, "services") through and including August 1, 2020 for an amount not to exceed \$103,950; and

**WHEREAS**, CONTRACTOR has provided services to date as required by County; and

**WHEREAS**, FORA dissolved by operation of law on June 30, 2020, and FORA did not adopt the basewide HCP. However, approximately \$20,934 remains in the Interim Habitat Management Fund endowed by UCP for the purpose of managing the CTS habitat on the 134-acre area; and

**WHEREAS**, UCP has agreed, via the *First Extension to Memorandum of Agreement Regarding Habitat Management Of Portions Of The Parker Flats Reserve At The Former Fort Ord, California* (hereinafter, "First Extension") to be considered by the Board of Supervisors concurrently herewith, to authorize the County to utilize these funds to continue the habitat management on the 134-acre area until the funds are expended or June 30, 2021, whichever is earlier; and as not adopted; and

**WHEREAS**, County desires CONTRACTOR to continue the habitat management services on the 134-acre area with the remaining UCP funds until June 30, 2021, while County develops a comprehensive habitat management program for County-owned property on the former Fort Ord; and

**WHEREAS**, the Parties wish to reallocate unused funding for Year 5 under Attachment B in the amount of \$16,100 and further increase the amount by \$1,700 to allow CONTRACTOR to provide services for Year 6, as set forth in Attachment B-1; and

**WHEREAS**, the CONTRACTOR desires to update its Fee Schedule effective August 2, 2020; and

**WHEREAS**, the Parties wish to amend the Agreement to extend the term for approximately eleven (11) months to June 30, 2021, to update the Fee Schedule, to delineate the services for Year 6, and to increase the amount by \$1,700 for a total not to exceed \$105,650 to allow CONTRACTOR to continue to provide services identified in the Agreement as amended by this Amendment No. 1.

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

1. Amend Paragraph 1.1 of Section 1.0, "Performance of the Agreement", to delete "This AGREEMENT with Attachment B – Fee Schedule" and to add "This AGREEMENT with Attachment B-1 – Revised Fee Schedule, effective August 2, 2020."

2. Amend Section 2.0, Scope of Work, to add Paragraph 2.13 as follows:

Task 12. During the extension of the term from August 2, 2020 to June 30, 2021, CONTRACTOR shall provide the services under "Year 6" described in Attachment B-1, attached hereto and incorporated herein by reference.

3. Amend the first sentence of Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The term of the AGREEMENT shall commence with the signing of this AGREEMENT on November 10, 2015 through and including June 30, 2021.

4. Amend Paragraph 4.1 of Section 4.0, "Compensation and Payments", to read as follows:

It is mutually understood and agreed by both parties that CONTRACTOR shall be compensated under this AGREEMENT in accordance with the pricing sheet attached hereto as Attachment B-1 – Revised Fee Schedule, effective August 2, 2020.

5. Amend Paragraph 5.1 of Section 5.0, "Invoices", to read as follows:

Invoices for all services rendered under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 5.2 of the Agreement. All invoices shall reference the Agreement number (A-12978), services/project name (Interim Mitigation Monitoring for the California Tiger Salamander Habitat), and an original hardcopy shall be sent to the following address or via email to [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us):

County of Monterey  
Resource Management Agency (RMA) – Finance Division  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Page 2 of 5

Amendment No. 1 to Agreement No. A-12978  
Denise Duffy & Associates, Inc.

Maintain Suitable Upland Habitat for California Tiger Salamander  
on the 134-Acre County Owned Property on the Former Fort Ord (RFP #10519)

RMA

Term: November 10, 2015 – June 30, 2021

Not to Exceed: \$105,650

Any questions pertaining to invoices under this Agreement should be directed to the RMA Finance Division at (831) 755-4800 or via email to: [RMA-Finance-AP@co.monterey.ca.us](mailto:RMA-Finance-AP@co.monterey.ca.us).

6. Amend Paragraph 6.2, "Indemnification for Design Professional Services Claims", of Section 6.0, "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 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.

7. Amend Paragraph 7.3.1.2 of Section 7.0, "Insurance Requirements", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including 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 \$1,000,000 per occurrence.

8. Amend County information under Section 16.0, "Notices", to read as follows:

TO COUNTY:

Dawn Yonemitsu, Management Analyst I  
County of Monterey  
Resource Management Agency  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527  
Phone: (831) 755-5304  
Email: [yonemitsud@co.monterey.ca.us](mailto:yonemitsud@co.monterey.ca.us)

9. Amend the second sentence of Paragraph 19.2 of Section 19.0, "Travel Reimbursement", to read as follows:

A copy of the policy is available online at :  
<https://www.co.monterey.ca.us/home/showdocument?id=69364>.

10. All other terms and conditions of the Agreement, including all Exhibits thereto except as superseded by Attachment B-1 attached hereto and incorporated herein by reference, remain unchanged and in full force.
11. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
12. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

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

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By:

\_\_\_\_\_  
Contracts/Purchasing Officer

Date:

\_\_\_\_\_

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

By:

*Wendy S. Strimling*  
\_\_\_\_\_  
57334300DB194BC  
Wendy S. Strimling  
Assistant County Counsel

Date:

7/16/2020  
\_\_\_\_\_

**Approved as to Fiscal Provisions**

By:

*Gary Giboney*  
\_\_\_\_\_  
D3834BFEC1D8449  
Auditor/Controller

Date:

7/17/2020  
\_\_\_\_\_

**Approved as to Indemnity and Insurance Provisions  
Office of the County Counsel**

By:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Denise Duffy & Associates, Inc.

Contractor's Business Name

*Denise Duffy*  
\_\_\_\_\_  
Digitally signed by Denise Duffy  
DN: cn=Denise Duffy, o=DD&A, Inc., ou=  
email=mechevarria@ddaplanning.com, c=US  
Date: 2020.07.16 14:07:36 -0700

By:

(Signature of Chair, President or Vice President)

Its:

Denise Duffy, President

(Print Name and Title)

Date:

7/16/2020  
\_\_\_\_\_

By:

*Denise Duffy*  
\_\_\_\_\_  
Digitally signed by Denise Duffy  
DN: cn=Denise Duffy, o=DD&A, Inc., ou=  
email=mechevarria@ddaplanning.com, c=US  
Date: 2020.07.16 14:08:07 -0700

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

Its:

Denise Duffy, Secretary

(Print Name and Title)

Date:

7/16/2020  
\_\_\_\_\_

\*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.

**ATTACHMENT B-1 - REVISED FEE SCHEDULE**  
**Effective AUGUST 2, 2020**

Task No.	Task Name	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Total
1	Baseline Biological Field Surveys	\$7,500						\$7,500
2	Baseline Biological Letter Report	\$5,000						\$5,000
3	Initial Land Management Assessment	\$1,500						\$1,500
4	Installation of Barriers and Signs	\$7,000						\$7,000
5	Biannual Field Visits for Monitoring of CTS Habitat	\$1,200	\$1,400	\$1,600	\$1,700	\$1,700	\$1,700	\$9,300
6	Data Analysis and Annual Monitoring Report (includes one meeting with County and CDFW)	\$4,000	\$4,100	\$4,200	\$4,350		\$4,400	\$21,050
7	Biannual Assessment of Land Management Issues (firebreaks, erosion control, vegetation management, barriers & signs, etc.)	\$1,400	\$1,500	\$1,650	\$1,750		\$1,900	\$8,200
8	Perform Land Management Tasks (firebreaks, erosion control/repair, vegetation management, repair/replace barriers & signs, trash pick-up, etc.)	\$4,000	\$4,200	\$4,100	\$4,150		\$4,250	\$20,700
9	Annual Assessment of Fuel-Breaks and Access Roads	\$1,200	\$1,300	\$1,400	\$1,550		\$1,650	\$7,100
10	Perform Maintenance of Fuel-Breaks and Access Roads	\$3,500	\$3,300	\$3,800	\$3,800		\$3,900	\$18,300
<b>TOTAL COST</b>		<b>\$36,300</b>	<b>\$15,800</b>	<b>\$16,750</b>	<b>\$17,300</b>	<b>\$1,700</b>	<b>\$17,800</b>	<b>\$105,650</b>

Reimbursable expenses, including printing and computer plots, delivery services, computer supplies/disks, mileage, etc. will be reimbursed at actual cost WITH NO MARKUP. Mileage cost may not exceed current standard Internal Revenue Service (IRS) rates. Appropriate documents shall accompany requests for reimbursement.

**Services provided under this Agreement shall not exceed the total sum of \$105,650.**

Denise Duffy & Associates, Inc.  
 Maintain Suitable Upland Habitat for California Tiger Salamander  
 on the 134-Acre County Owned Property on the Former Fort Ord (RFP #10519)  
 RMA