



## Monterey County Board of Supervisors

### Board Order

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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 Chris Lopez, as amended to approve consent calendar item No. 70:

#### Agreement No.: A-15192

- a. Approve Professional Services Agreement with Denise Duffy & Associates, Inc. to provide biological consulting services to facilitate the County's implementation of the Installation-Wide Multispecies Habitat Management Plan for former Fort Ord, California, for an amount not to exceed \$616,205.00 for an initial term of fourteen (14) months from April 20, 2021 to June 30, 2022 with the option to extend the Agreement for not more than a total of five (5) years; and as amended to add the following language to 3.1 Support adding to the list of stakeholders the scope of services Land Watch Monterey County; and to 3.2 Comments on the identification and definition of potential future development assumptions within habitat management areas shall be solicited from stakeholders.
- b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to execute the Professional Services Agreement and future amendments to the Agreement to extend the term beyond the original term where the amendments do not significantly alter the scope of work or increase the amount by more than ten percent (10%) of the approved Agreement amount, subject to review and approval of the Office of the County Counsel and the Auditor-Controller's Office.

PASSED AND ADOPTED on this 20<sup>th</sup> day of April 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, and Lopez

NOES: Supervisors Askew and Adams

ABSENT: None

(Government Code 54953)

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 April 20, 2021.

Dated: May 12, 2021

File ID: A 21-107

Agenda Item No.: 70

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

  
Julian Lorenzana, Deputy

**AMENDMENT NO. 4  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DENISE DUFFY & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 4** to Professional Services Agreement No. A-15192 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-15192 with the County on April 20, 2021 (“Agreement”) to provide biological consulting services to facilitate the County’s implementation of the installation-wide multispecies Habitat Management Plan for the former Fort Ord in the amount of \$616,205 with a term end date of June 30, 2022;

**WHEREAS**, the Parties amended the Agreement on May 3, 2022 (“Amendment No. 1”), April 20, 2023 (“Amendment No. 2”), and March 28, 2024 (“Amendment No. 3”) each to extend the Agreement one (1) year with no change to the Scope of Work or to the Agreement amount of \$616,205;

**WHEREAS**, additional time is necessary to allow CONTRACTOR to continue to provide services identified in the Agreement;

**WHEREAS**, the Agreement’s provisions require updating; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to June 30, 2026, with no change to the Scope of Work, and no increase to the Agreement amount of \$616,205.

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

1. Amend the first sentence of Paragraph 3, “Term of Agreement,” to read as follows:

The term of this Agreement is from April 20, 2021 to June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 9.0, “Insurance,” to replace the second paragraph of Paragraph 9.01, “Evidence of Coverage,” 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 the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

Amendment No. 4 to Professional Services Agreement No. A-15192  
Denise Duffy & Associates, Inc.  
Housing and Community Development  
Term: April 20, 2021-June 30, 2026  
Not to Exceed: \$616,205

3. Amend Section 9.0, "Insurance," to replace in its entirety Paragraph 9.02, "Qualifying Insurers," 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.

4. Amend Section 9.0, "Insurance," to replace Paragraph 9.03, "Insurance Coverage Requirements," in its entirety 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 (3) years following the expiration or earlier termination of this Agreement.

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

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

5. Amend Section 9.0, “Insurance,” to rename Paragraph 9.04, “Other Insurance Requirements,” 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 (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured 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 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:**

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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 calendar days after any change is made to 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 the 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, 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 the County, at its sole discretion, to terminate this Agreement immediately.

6. Amend Section 10, "Records and Confidentiality," to add Paragraph 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 Forman ("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 the Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility>.

7. 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 to this Agreement shall not be deemed to be prohibited discrimination.
8. Amend Section 15, “Miscellaneous Provisions,” to remove in its entirety Paragraph 15.08, “Compliance with Applicable Law.”
9. Amend Section 15, “Miscellaneous Provisions,” to renumber Paragraph 15.09, “Headings,” to 15.08.
10. Amend Section 15, “Miscellaneous Provisions,” to renumber Paragraph 15.10, “Time is of the Essence,” to 15.09.
11. Amend Section 15, “Miscellaneous Provisions,” to renumber Paragraph 15.11, “Governing Law,” to 15.10.
12. Amend Section 15, “Miscellaneous Provisions,” to renumber Paragraph 15.12, “Non-Exclusive Agreement,” to 15.11.
13. Amend Section 15, “Miscellaneous Provisions,” to renumber Paragraph 15.13, “Construction of Agreement,” to 15.12.
14. Amend Section 15, “Miscellaneous Provisions,” to remove Paragraph 15.14, “Counterparts,” in its entirety.
15. Amend Section 15, “Miscellaneous Provisions,” to renumber Paragraph 15.15, “Authority,” to 15.13.
16. Amend Section 15, “Miscellaneous Provisions,” to renumber Paragraph 15.16, “Integration,” to 15.14.
17. Amend Section 15, “Miscellaneous Provisions,” to renumber Paragraph 15.17, “Interpretation of Conflicting provisions,” to 15.15.

18. Amend Section 15, "Miscellaneous Provisions," to add Paragraph 15.16, "Independent Contractor Compliance with Government Code Section 1097.6(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.

19. Amend the Agreement to add Section 16, "Compliance with Applicable Laws," to read as follows:

16.01 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.

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

16.03 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.

20. Amend the Agreement to 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.
21. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
22. This Amendment No. 4 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. 4 as of the day and year written below.

**COUNTY OF MONTEREY**  
 DocuSigned by:  
 By: Angelica Ruelas  
 4DFC1176E799451  
 Contracts/Purchasing Officer

Date: 4/25/2025

By: N/A  
 Craig W. Spencer, Director

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

**Approved as to Form  
 County Counsel<sup>1</sup>**  
**Susan K. Blich, County Counsel**  
 Signed by:  
 By: Reed Gallogly  
 1E68D0B3C15C1C  
 Reed Gallogly, Deputy County Counsel

Date: 4/25/2025

**Approved as to Fiscal Provisions<sup>2</sup>**  
 DocuSigned by:  
 By: Patricia Ruiz  
 E79EF6456718FF6  
 Auditor/Controller

Date: 4/25/2025

**Reviewed as to Liability Provisions  
 Office of the County Counsel-Risk  
 Management<sup>3</sup>**  
 By: N/A  
 David Bolton, Risk Manager

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

**DENISE DUFFY & ASSOCIATES, INC.**  
 Signed by:  
 By: Denise Duffy  
 1AE402F4D393480  
 (Chair, President, or Vice President)

Denise Duffy, President  
 Name and Title

Date: 4/25/2025

Signed by:  
 By: Denise Duffy  
 1AE402F4D393480  
 (Secretary, Asst. Secretary, CFO, Treasurer or  
 Asst. Treasurer)

Denise Duffy, Secretary  
 Name and Title

Date: 4/25/2025

\*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.

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

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

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

Amendment No. 4 to Professional Services Agreement No. A-15192  
 Denise Duffy & Associates, Inc.  
 Housing and Community Development  
 Term: April 20, 2021-June 30, 2026  
 Not to Exceed: \$616,205