

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 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;

WHEREAS, the Agreement was amended by the Parties on September 25, 2023 (“Amendment No. 1”) to increase the Agreement amount by \$60,000 for a new not to exceed amount of \$260,000 with no change to the term of the Agreement;

WHEREAS, the Agreement was amended by the Parties on October 30, 2024 (“Amendment No. 2,” including Exhibit A-1 – Scope of Work/Payment Provisions) to update the CONTRACTOR’s rates, update the Agreement’s provisions, and extend the Agreement one year to October 31, 2025,

WHEREAS, it is necessary to update certain provisions of the Agreement;

WHEREAS, the County has an ongoing need for services;

WHEREAS, revisions to the CONTRACTOR’s rates are necessary;

WHEREAS, it is necessary to extend the term of the Agreement and allocate additional funding to enable CONTRACTOR to continue providing services; and

WHEREAS, the Parties wish to further amend the Agreement to update the Fee Schedule, update certain provisions of the Agreement, extend the term one (1) additional year to October 31, 2026, and increase the Agreement amount by \$60,000 for a new not to exceed amount of \$380,000.

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

1. Amend the first sentence of Paragraph 1.0, “Services to be Provided,” to read as follows:

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Not to Exceed: \$380,000

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1, and A-2**, in conformity with the terms of this Agreement.

2. Amend Paragraph 2.0, "Payments by County," to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, and A-2** subject to limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$380,000**.

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

The term of this Agreement is from November 1, 2021 to October 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.0, "Additional Provisions/Exhibits," to include **Exhibit A-2, Scope of Work/Payment Provisions**.

5. Replace Paragraph 9.02, "Qualifying Insurers," of Section 9.0, "Insurance Requirements," to read in its entirety 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 Paragraph 9.03, "Insurance Coverage Requirements," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

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.)

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

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

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

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

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

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

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

7. Retitle Paragraph 9.04, "Other Insurance Requirements," to "Other Requirements."
8. Amend Paragraph 9.04, "Other Requirements," subparagraph "Additional Insured Status" of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

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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).

9. Amend Paragraph 9.04, "Other Requirements," subparagraph "Primary Coverage," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

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.

10. Amend Paragraph 9.04, "Other Requirements," subparagraph titled "Waiver of Subrogation," of Section 9.0, "Insurance Requirements," to be retitled "Workers' Compensation Waiver of Subrogation," and to read in its entirety as follows:

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 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 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

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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 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 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.

11. Amend Section 10.0, "Records and Confidentiality," to add subparagraph 10.06, "Format of Deliverables," to read in its entirety as follows:

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

12. Section 15.0, "Miscellaneous Provisions," is hereby amended to delete subparagraph 15.08, "Compliance with Applicable Law," in its entirety. The remaining subparagraphs 15.09 through 15.13 are hereby renumbered 15.08 through 15.12, respectively, to maintain sequential numbering.
13. Section 15.0, "Miscellaneous Provisions," is hereby amended to delete subparagraph 15.14, "Counterparts," in its entirety. The remaining subparagraphs 15.15 through 15.18 are hereby renumbered 15.13 through 15.16, respectively, to maintain sequential numbering.
14. Amend the first sentence of Exhibit A – Scope of Work/Payment Provisions, Section B. "Payment Provisions," paragraph B.1 "Compensation/Payment," to read as follows:

County shall pay an amount not to exceed \$380,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

15. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect.

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16. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****THIS SECTION INTENTIONALLY LEFT BLANK****

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IN WITNESS WHEREOF, the County and CONTRACTOR have executed this Amendment No. 3 as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by:
[Signature]
F81C3DE2534415
Contracts/Purchasing Officer

Date: 10/14/2025

By: N/A
Craig W. Spencer, Director

Date: _____

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

By: Signed by:
[Signature]
35897C88F35402
Reed Canogy, Deputy County Counsel

Date: 10/8/2025

Approved as to Fiscal Provisions²

By: DocuSigned by:
[Signature]
E79EF64E94518
Auditor/Controller

Date: 10/8/2025

**Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management³**

By: N/A
David Bolton, Risk Manager

Date: _____

**DENISE DUFFY & ASSOCIATES,
INC.**

By: Signed by:
[Signature]
C14634039450
(Chair, President, or Vice President)

Denise Duffy, President
Name and Title

Date: 9/24/2025

By: Signed by:
[Signature]
1AF407E4D89380
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Denise Duffy, Secretary
Name and Title

Date: 9/24/2025

County Board of Supervisors' Agreement Number: A-15573 approved on _____.

*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.

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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”**

B. PAYMENT PROVISIONS

B.2 CONTRACTOR’S BILLING PROCEDURES

**County of Monterey
2025-2027
SCHEDULE OF RATES**

	2025/2026	2026/2027
	<i>7/1/25 -6/30/26</i>	<i>7/1/26 -6/30/27</i>
Principal	\$ 286	\$ 295
Project Director	\$ 265	\$ 273
Senior Compliance/NRD Manager	\$ 243	\$ 250
Senior Project Manager	\$ 208	\$ 214
Senior Scientist/Arborist	\$ 191	\$ 196
Deputy Project Manager	\$ 155	\$ 159
Associate Planner/ Environmental Scientist II	\$ 145	\$ 150
Associate Planner/ Environmental Scientist I	\$ 140	\$ 144
Assistant Planner/ Environmental Scientist II	\$ 131	\$ 135
Assistant Planner/ Environmental Scientist I	\$ 127	\$ 130
GIS/Computer Specialist	\$ 136	\$ 140
GIS/Graphics Technician	\$ 101	\$ 104
Administrative Manager	\$ 101	\$ 104
Planning Technician	\$ 93	\$ 95
Field Technician	\$ 88	\$ 90
Publication/Production Editor	\$ 98	\$ 101
Administrative Assistant	\$ 84	\$ 87

Direct reimbursable costs associated with the execution of a project are charged at cost plus 15%. These expenses may include, but are not limited to: subconsultant services, printing and graphic charges, permits, filing fees, authorized travel charges, courier, postage, mileage and field supplies. Mileage will be charged at the current IRS mileage rate.

The above rates are effective from 7/1/25 through 6/30/27, and may be adjusted for thereafter.