

ATTACHMENT 1

Amendment No. 2 to
Funding Agreement A-16313
with UCP East Garrison, LLC

THIS PAGE INTENTIONALLY LEFT BLANK

**AMENDMENT NO. 2
TO FUNDING AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
UCP EAST GARRISON, LLC**

THIS AMENDMENT NO. 2 to Funding Agreement No. A-16313 between the County of Monterey, a political subdivision of the State of California (“County”) and UCP East Garrison, LLC (“PROJECT APPLICANT”) is hereby entered into between the County and the PROJECT APPLICANT (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

WHEREAS, PROJECT APPLICANT received approval for a Combined Development Permit (PLN030204) from the Board of Supervisors on October 4, 2005, for the East Garrison Specific Plan and Combined Development Permit Amendment Project (“Project”);

WHEREAS, PROJECT APPLICANT requested the County contract with a qualified planning and environmental consultant to provide additional application processing and environmental support services necessary to timely expedite reviewing and processing the application, including California Environmental Quality Act (CEQA) documentation;

WHEREAS, PROJECT APPLICANT entered into Funding Agreement A-16313 with the County to provide funding for the planning and environmental services of the Project in an amount not to exceed \$240,295.90 for a term of May 22, 2023 through June 30, 2024;

WHEREAS, concurrent with approval of the Funding Agreement, the County entered into Professional Services Agreement A-16313 with Denise Duffy & Associates, Inc., (“CONTRACTOR”) to provide environmental services for the Project in an amount not to exceed \$184,843 for a term of May 22, 2023, through June 30, 2024;

WHEREAS, the Parties renewed and amended the Agreement on May 18, 2025, to extend the term two (2) years to June 30, 2026, and increased the Agreement amount by \$161,791.50 for a new not-to-exceed amount of \$402,087.40 as additional services were necessary; and

WHEREAS, the Parties wish to further amend the Funding Agreement to extend the term two (2) years to June 30, 2028.

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

1. Amend Paragraph 9, “Term,” to read as follows:

AGREEMENT shall become effective May 22, 2023, and continue through June 30, 2028, unless terminated pursuant to Paragraph 10 or amended pursuant to Paragraph 14 of AGREEMENT.

2. Amend the first sentence of Paragraph 10, "Termination," to read as follows:

AGREEMENT shall terminate on June 30, 2028, but may be terminated earlier by PROJECT APPLICANT or County, by giving thirty (30) days written notice to the other.

3. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
4. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 2 to the Funding Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: N/A
Contracts/Purchasing Officer

Date: _____

By: _____
Craig W. Spencer, Director

Date: _____

**Approved as to Form
County Counsel
Susan K. Blitch, County Counsel**

Signed by:
By: Michael Wilden
Michael Wilden, Deputy County Counsel

Date: 5/15/2026

Approved as to Fiscal Provisions

DocuSigned by:
By: Patricia Ruiz
Patricia Ruiz, Auditor/Controller

Date: 5/18/2026

Approved as to Liability Provisions

By: N/A
David Bolton, Risk Manager

Date: _____

UCP EAST GARRISON, LLC

DocuSigned by:
By: Daniel Turpin
(Chair, President, or Vice President)

Daniel Turpin, Division President
Name and Title

Date: 5/14/2026

DocuSigned by:
By: Dean Mills
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Dean Mills, Vice President
Name and Title

Date: 5/14/2026

Approved as to Form

DocuSigned by:
By: Holly T. Cordova
Holly T. Cordova
Regional Legal Counsel

Date: 5/14/2026

*INSTRUCTIONS: IF PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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 PROJECT APPLICANT 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.

THIS PAGE LEFT BLANK INTENTIONALLY

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE COUNTY OF MONTEREY AND
DENISE DUFFY AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-16313 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, the County entered into Funding Agreement A-16313 with UCP East Garrison, LLC (“Project Applicant”) to provide funding for the East Garrison Specific Plan and Combined Development Permit Project (“Project”) (PLN030204) in an amount not to exceed \$240,295.90 for a term of May 22, 2023, through June 30, 2024;

WHEREAS, CONTRACTOR entered into Professional Services Agreement A-16313 (“PSA”) with the County to provide environmental services for the Project in an amount not to exceed \$184,843 and for a term of May 22, 2023, through June 30, 2024;

WHEREAS, the Parties renewed and amended the Agreement on May 20, 2025, to update the Agreement’s provisions, expand the scope of services, extend the Agreement two (2) years to June 30, 2026, and increase the Agreement amount of \$184,843 by \$124,455 for a new not to exceed amount of \$309,298;

WHEREAS, the County has an ongoing need for services;

WHEREAS, certain provisions of the Agreement require updating; and

NOW, THEREFORE, the Parties wish to extend the term of the Agreement two (2) years to June 30, 2028, to allow CONTRACTOR to continue to provide services and update the Agreement’s provisions.

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

The term of this Agreement is from May 22, 2023, to June 30, 2028, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend paragraph titled “Auto Liability Coverage,” of subparagraph 9.03, “Insurance Coverage Requirements,” of Section 9.0, “Insurance,” to read in its entirety as follows:

Must include all 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.)

3. Amend paragraph titled “Additional Insured Status,” of subparagraph 9.04, “Other Requirements,” of Section 9.0, “Insurance Requirements,” to read in its entirety as follows:

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).

4. Amend paragraph titled “Primary Coverage,” of subparagraph 9.04, “Other Requirements,” of Section 9.0, “Insurance Requirements,” to read in its entirety as follows:

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.

5. Amend and retitle paragraph titled “Waiver of Subrogation,” of subparagraph 9.04, “Other Requirements,” of Section 9.0, “Insurance Requirements,” to read in its entirety as follows:

Workers’ Compensation Insurance Waiver of Subrogation: The Workers’ Compensation Insurance policy required hereunder shall be endorsed to state that the Workers’ Compensation Insurance carrier waives its right of subrogation against

County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for Workers' Compensation Insurance, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

6. Amend Section 10, "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/>.

7. Amend subparagraph 16.16, "Independent Contractor Compliance with Government Code Section 1097.6(c)," of Section 16, "Miscellaneous Provisions," to read in its entirety 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.

8. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
9. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

THIS PAGE LEFT BLANK INTENTIONALLY