

Attachment 2

Draft PSA with Denise Duffy & Associates, Inc.

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**COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
WITH SURVEYORS, ARCHITECTS, ENGINEERS & DESIGN PROFESSIONALS**

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Denise Duffy & Associates, Inc. (hereinafter "CONTRACTOR").

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

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit B** in conformity with the terms of this Agreement. The services are generally described as follows:
Provide consulting services for Interim Mitigation Monitoring for California Tiger Salamander Habitat on County-owned property on the former Fort Ord.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit B**, 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 **\$73,500**.
3. **TERM OF AGREEMENT.** The term of this Agreement is from **July 1, 2026, to June 30, 2028**, 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. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
Exhibit A Prior Agreement Reference & Project Continuity Statement
Exhibit B Scope of Services/Payment Provisions
5. **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. PAYMENT CONDITIONS.

6.01 CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to 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. 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. 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 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 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 (1) 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.

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 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 County, or defect in a design furnished by County.

9. 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 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 such insurance has been approved by the County. 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 A.M. Best Key Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

- 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, 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.)

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 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.

9.04 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, 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.

Additional Insured Status: 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).

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 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.

10. 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 the County.

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/>.

11. 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, 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 in this Agreement shall not be deemed to be prohibited discrimination.

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

13. COMPLIANCE WITH APPLICABLE LAWS.

13.01 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.

13.02 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.

13.03 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.

14. 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 the County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers’ 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.

15. 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:
Kathy Nielsen, Management Analyst II Name and Title	Matt Johnson, Project Manager Name and Title
1441 Schilling Place, South 2 nd Floor Salinas, CA 93901 Address	947 Cass Street Monterey, CA 93940 Address
(831) 755-4832 194-HCD-Contracts@countyofmonterey.gov Phone/Email	(831) 373-4341 x27 mjohnson@ddaplaning.com Phone/Email

16. MISCELLANEOUS PROVISIONS.

16.01 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.

16.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 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.

16.04 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.

- 16.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 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.
- 16.07 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.
- 16.08 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 16.11 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.
- 16.12 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.
- 16.13 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.
- 16.14 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.
- 16.15 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.
- 16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). 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.

17. CONSENT TO USE OF ELECTRONIC SIGNATURES.

- 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.

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18. SIGNATURE PAGE.

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

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Chief Contracts & Procurement Officer

DENISE DUFFY & ASSOCIATES, INC.
Contractor's Business Name

Date: _____

By: _____
Signed by: *Denise Duffy*
1AE402F4D393490...
(Chair, President or Vice President) *

By: _____
Department Head (if applicable)

Denise Duffy, President
Name and Title

Date: _____

Date: 6/3/2026

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

By: _____
Signed by: *Michael Wilden*
0F98C5B5E086F476
County Counsel

By: _____
Signed by: *Denise Duffy*
402A38E930C...
(Secretary, Asst. Secretary, CFO, Treasurer or
Asst. Treasurer) *

Date: 6/8/2026

Denise Duffy, Secretary
Name and Title

Date: 6/3/2026

Approved as to Fiscal Provisions²

By: _____
Signed by: *Andrea Valentine*
25834C99A915119...
Auditor/Controller

Date: 6/8/2026

**Reviewed as to Liability Provisions³
Office of the County Counsel
Risk Management**

By: _____
David Bolton, Risk Manager

Date: _____

*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 (California Corporations Code §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 (Corporations Code §17703.01, subs. (a) and (d)). If the 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 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.

¹Approval by the Office of County Counsel is required.

² Approval by Auditor-Controller is required.

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

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**EXHIBIT A
PRIOR AGREEMENT REFERENCE
and PROJECT CONTINUITY STATEMENT**

**To Agreement by and between
County of Monterey, hereinafter referred to as “County”
and
Denise Duffy & Associates, Inc.,
hereinafter referred to as “CONTRACTOR”**

1. Prior Agreement Identification

This Agreement is a continuation of services previously authorized under Professional Services Agreement A-12978 (“Agreement”), including any and all duly executed amendments thereto (collectively, the “Prior Agreement”), between the County of Monterey and Kimley-Horn and Associates, Inc.

2. Background and Purpose

Under the Prior Agreement, CONTRACTOR provided consulting services for Interim Mitigation Monitoring for California Tiger Salamander Habitat on County-owned property on the former Fort Ord.

The County desires to continue such services without interruption while incorporating updated contractual provisions consistent with current County standards and requirements.

3. Continuity of Services

This Agreement supersedes the Prior Agreement with respect to all services performed on or after the effective date set forth herein. All services performed under this Agreement shall be governed exclusively by the terms and conditions of this Agreement, including updated provisions required by County policy, state law, and applicable regulations.

4. No Duplication of Compensation

The County shall not compensate CONTRACTOR for any services performed under the Prior Agreement that were previously invoiced or paid. Compensation under this Agreement shall be limited to services performed during the term of this Agreement and in accordance with the terms set forth herein.

5. Incorporation by Reference

This Exhibit A is incorporated into and made a part of this Agreement. It is intended solely to document the relationship between the Prior Agreement and this Agreement and does not modify the substantive scope, compensation, or obligations set forth in other provisions of this Agreement.

**EXHIBIT A
PRIOR AGREEMENT REFERENCE
and PROJECT CONTINUITY STATEMENT**

6. Amendment History

The Prior Agreement was amended as follows:

- Amendment No. 1 – Executed 07/28/20 – Increased Agreement amount by \$1,700 for a new Agreement amount of \$105,650; extended term one year to 06/30/21.

- Amendment No. 2 – Executed 07/19/21 – Increased Agreement amount by \$112,522 for a new Agreement amount of \$218,172; updated Exhibit A - Scope of Work/Payment Provisions; and, extended the term three years to 06/30/24.

- Amendment No. 3 – Executed 05/30/24 – Extended the term two years to 06/30/26.

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Exhibit B

Scope of Work/Payment Provisions

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EXHIBIT B – 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 to provide for preservation and management of 134 acres of parcel E.19.a.4 (“the CTS Preservation and Habitat Restoration Area”) for its value as habitat for California Tiger Salamander (CTS), as set forth below:

The conservation goal for the 134-acre CTS Preservation and Habitat Restoration Area (the “Property”) is to maintain suitable upland habitat for CTS through implementation of management specified in the “East Garrison CTS Mitigation Monitoring Plan,” dated December 19, 2013 updated September 2, 2014, including a monitoring program that informs how the site can be adaptively managed (e.g., modifications to management activities that are informed by findings from the monitoring component). The following tasks will be undertaken by DD&A and a landscaping sub-contractor to implement the Interim MMP and satisfy permit requirements over the next three years.

TASK 1. MAMMAL BURROW AND CTS NIGHTTIME SURVEYS

Per CONTRACTOR’S discussions with the California Department of Fish and Wildlife (CDFW) regarding survey methodology for the small mammal burrow surveys and California Tiger Salamander (CTS) nighttime surveys, the following methods are identified to keep costs low while meeting CDFW permit requirements:

- **Small mammal burrow surveys:** CONTRACTOR assessed the distribution of small mammal burrows using a systematic sampling approach. Data collection included documenting small mammal burrows that occur within the sample plot (quadrat) at each sampling point along transects. Transects will continue to follow the existing locations identified in the Baseline Biological Report. CONTRACTOR will use a three by three-meter quadrat in the oak woodland as well as maritime chaparral, and a five by five-meter quadrat will be used in the grassland habitat. The location of each sampling point has been mapped using a Trimble Geo 7 Series Global Positioning System (GPS). Data collection will include documenting small mammal burrows that occur within the quadrat at each sampling point along the transects.
- **CTS Nighttime Survey:** Because the Property does not contain any aquatic habitat for CTS, nighttime surveys in the rain would require walking the entire 134 acres with a flashlight looking for CTS dispersing through the site from the adjacent breeding sites to the south. This would potentially harm CTS, and CTS would be difficult to find in the understory. Therefore, CONTRACTOR proposes two (2) nighttime surveys in the rain for a period of six (6) hours along Gigling Road, the southern boundary of the Property. Surveyors would more easily detect CTS crossing the road from the breeding sites, and

EXHIBIT B – SCOPE OF WORK/PAYMENT PROVISIONS

because there is no unauthorized vehicle traffic along Gigling Road, there is no safety issue.

TASK 2. BIENNIAL FIELD VISITS FOR MONITORING OF CTS HABITAT

CONTRACTOR will perform biannual monitoring of CTS habitat on the Property. As the Property does not support CTS breeding habitat, surveys for breeding CTS individuals are not required. A qualified CONTRACTOR'S biologist will conduct a habitat assessment twice a year in the active season for CTS to evaluate changes to both habitat and wildlife for the explicit purpose of noting any changes to the conservation value of the Property for CTS. As part of each monitoring event, CONTRACTOR will assess the following:

- Conditions and locations of existing barriers and signage and identify locations for future installation to restrict access by off-road vehicles and pedestrians.
- Conditions and locations of existing fuel-breaks and access roads.
- Areas within the site exhibiting potential erosion control issues (along trails and fuelbreaks).
- Areas with populations of invasive non-native plant species, focusing on jubata/pampas grass, ice plant, and French broom potentially in need of removal (along trails and fuel-breaks).
- Volunteer trails that should be signed and monitored for trespass and erosion issues.
- Vegetation/Habitat
 - plant species diversity (compile a species list of dominant species)
 - soil erosion noting the extent and location
 - non-native invasive plant species noting extent and location
 - natural disturbances such as fire or significant soil shifts
- Wildlife
 - wildlife species diversity (species noted during monitoring events)
 - nighttime surveys of upland habitat for CTS during the rainy season
 - distribution status (if any) of listed species
 - approximate distribution of small mammal burrows

TASK 3. LAND MANAGEMENT/FUEL BREAK ASSESSMENT MEMO

CONTRACTOR will annually assess the need for erosion control along firebreaks, trails, and other bare-earth areas on the Property, repair or replacement of barriers and signs, and document areas in need of invasive non-native plant removal. This assessment will be conducted based on the recommendations of the Baseline Biological Report, subsequent Annual Reports, monitoring results, field visits, and discussions with the County and CDFW. CONTRACTOR will prepare a draft memorandum of the assessment and submit to the County for review and comment. After receiving one round of comments from the County, CONTRACTOR will prepare a final memorandum and submit to CDFW, County, and UCP East Garrison, LLC.

TASK 4. PROPERTY MAINTENANCE

As necessary, CONTRACTOR, through a landscaping subcontractor will install erosion

EXHIBIT B – SCOPE OF WORK/PAYMENT PROVISIONS

controls to prevent erosion of bare-earth areas that may result in erosion of these features and/or siltation of off-site CTS breeding ponds. Erosion control measures may include, but are not necessarily limited to, earthen berms, mulch, waddles with biodegradable netting, or biodegradable erosion blankets.

CONTRACTOR will assess barriers and signs placed at all existing road and illegal trail entrances as described above and will replace and/or repair signs as necessary.

CONTRACTOR will implement removal and/or management measures of invasive non-native plant species as may be required in areas identified during the baseline surveys. Such removal and/or management measures will be limited to the areas along firebreaks and any existing pedestrian trails within the Property. Such plants will be removed via hand pull or hand tools only. CONTRACTOR, through their landscaping subcontractor, will implement all required repairs and maintenance, as appropriate and recommended in the Annual Report and agreed to by CDFW. Repairs and maintenance to fuelbreaks and access roads on the Property will be performed in summer months only and any plant removal will be completed via hand pull or hand tools only. No heavy equipment will be permitted. Fuelbreak and access road maintenance is limited to summer months to avoid impacts to CTS. To the extent possible, use of hand tools to implement maintenance activities will avoid earth movement within the drip line of oak trees and will avoid excavation in the root zone of oak trees. CONTRACTOR shall perform trash pick-up on the Property as necessary, but no less than twice per year.

During all land management activities, to the extent possible, CONTRACTOR will avoid earth movement within the dripline of oak trees and will avoid excavation in the root zone of oak trees. This task assumes materials will be funded by the allocated budget and will not be provided by the County. The budget includes the materials and costs for installation.

This task does not include controlled burns as the cost is anticipated to be above the allocated budget, oak woodland is not required to be burned under the HMP or Draft HCP, and there does not seem to be a clear benefit for CTS upland habitat at the Property. There is the potential for local fire departments to participate in a controlled burned as a training exercise, but this activity would be outside this proposed scope and budget.

TASK 5. DATA ANALYSIS AND ANNUAL MONITORING REPORT

No later than December 1 of each year, CONTRACTOR will submit to the County an Annual Monitoring Report, along with any other additional documentation. CONTRACTOR will prepare a Draft Annual Monitoring Report and submit electronically to the County for review and comment. CONTRACTOR will revise the Annual Report in response to one round of comments from the County and submit to the County for circulation to the Permitting Agencies by December 31 of each year. After receiving comments, CONTRACTOR will prepare a final annual monitoring report and submit to CDFW, County, and UCP East Garrison, LLC.

CONTRACTOR will note any measurable change due to abnormal variation in small mammal populations (e.g., unexplained or unusual crash of the population) or changes in

EXHIBIT B – SCOPE OF WORK/PAYMENT PROVISIONS

habitat composition and structure that may reduce the conservation value of the Property for the CTS and will submit to the County any appropriate recommendations for modifying future management activities.

The Annual Monitoring Report will include the following:

- A list of management activities performed, with dates of tasks including management of firebreaks, invasive weed removal, prescribed burns, installation of erosion barriers, etc.
- Recommendations regarding any habitat enhancement measures deemed to be warranted. Any recommendations for weed abatement shall be consistent with the USFWS 4(d) rule to avoid harm to CTS.
- Recommendations regarding any problems that need near, short, and/or long-term attention.
- Any changes in the monitoring or management program that appear to be warranted based on monitoring results to date.

This task includes one (1) meeting with County and CDFW, if necessary.

A.2 Budget

**DD&A, Inc. Cost Estimate
for County of Monterey
Interim Mitigation for California Tiger Salamander Habitat on County-Owned Property on**

Task	Fiscal Year 2026-2027	Cost Per Task
1	Mammal Burrow and CTS Nighttime Surveys	10,500.00
2	Biannual Field Visits for Monitoring of CTS Habitat	8,400.00
3	Land Management/Fuel Break Assessment Memo	5,250.00
4	Property Maintenance	2,100.00
5	Data Analysis and Annual Monitoring Report	10,500.00
	Total Labor	\$ 36,750
<i>Expenses Included Above</i>		
	Field Equipment	
	Mileage (at current IRS mileage rate)	
	Miscellaneous (signage, materials, etc.)	
Total Budget		\$ 36,750

EXHIBIT B – SCOPE OF WORK/PAYMENT PROVISIONS

Task	Fiscal Year 2027-2028	Cost Per Task
1	Mammal Burrow and CTS Nighttime Surveys	10,500.00
2	Biannual Field Visits for Monitoring of CTS Habitat	8,400.00
3	Land Management/Fuel Break Assessment Memo	5,250.00
4	Property Maintenance	2,100.00
5	Data Analysis and Annual Monitoring Report	10,500.00
	Total Labor	\$ 36,750
Expenses Included Above		
	Field Equipment	
	Mileage (at current IRS mileage rate)	
	Miscellaneous (signage, materials, etc.)	
Total Budget		\$ 36,750

Fiscal Year	Amount
FY 2026-27	\$36,750
FY 2027-28	\$36,750
TOTAL	\$73,500

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$73,500 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 following rates or in accordance with the following terms:

**DENISE DUFFY & ASSOCIATES, INC.
Rate Schedule**

Name / Job Title / Classification ¹	BILLING INFORMATION			CALCULATION INFORMATION				
	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ²	OT (1.5x)	OT (2.0x)	From	To			
Denise Duffy Principal Exempt	286.53	N/C	N/C	1/1/2026	6/30/2026	96.75	0%	N/A
	295.12	N/C	N/C	7/1/2026	6/30/2027	99.65	3.00%	N/A
	306.93	N/C	N/C	7/1/2027	6/30/2028	103.64	4.00%	N/A
Harwayne or Johnson Senior Compliance Manager Exempt	237.66	N/C	N/C	1/1/2026	6/30/2026	80.25	0%	N/A
	244.80	N/C	N/C	7/1/2026	6/30/2027	82.66	3.00%	N/A
	254.60	N/C	N/C	7/1/2027	6/30/2028	85.97	4.00%	N/A
Staff Senior Project Manager Exempt	204.35	N/C	N/C	1/1/2026	6/30/2026	69.00	0%	N/A
	210.48	N/C	N/C	7/1/2026	6/30/2027	71.07	3.00%	N/A
	218.89	N/C	N/C	7/1/2027	6/30/2028	73.91	4.00%	N/A
Staff Senior Planner/Scientist II Exempt	186.58	N/C	N/C	1/1/2026	6/30/2026	63.00	0%	N/A
	192.17	N/C	N/C	7/1/2026	6/30/2027	64.89	3.00%	N/A
	199.87	N/C	N/C	7/1/2027	6/30/2028	67.49	4.00%	N/A
Staff Arborist Exempt	186.58	N/C	N/C	1/1/2026	6/30/2026	63.00	0%	N/A
	192.17	N/C	N/C	7/1/2026	6/30/2027	64.89	3.00%	N/A
	199.87	N/C	N/C	7/1/2027	6/30/2028	67.49	4.00%	N/A

EXHIBIT B – SCOPE OF WORK/PAYMENT PROVISIONS

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Staff	176.21	N/C	N/C	1/1/2026	6/30/2026	59.50	0%	N/A
Project Manager	181.51	N/C	N/C	7/1/2026	6/30/2027	61.29	3.00%	N/A
Exempt	188.77	N/C	N/C	7/1/2027	6/30/2028	63.74	4.00%	N/A
Staff	167.33	N/C	N/C	1/1/2026	6/30/2026	56.50	0%	N/A
Senior Planner/Scientist	172.36	N/C	N/C	7/1/2026	6/30/2027	58.20	3.00%	N/A
Exempt	179.26	N/C	N/C	7/1/2027	6/30/2028	60.53	4.00%	N/A
Staff	151.04	N/C	N/C	1/1/2026	6/30/2026	51.00	0%	N/A
Assistant Project Manager	155.57	N/C	N/C	7/1/2026	6/30/2027	52.53	3.00%	N/A
Exempt	161.79	N/C	N/C	7/1/2027	6/30/2028	54.63	4.00%	N/A
Staff	142.89	N/C	N/C	1/1/2026	6/30/2026	48.25	0%	N/A
Associate Planner/Scientist II	147.19	N/C	N/C	7/1/2026	6/30/2027	49.70	3.00%	N/A
Exempt	153.08	N/C	N/C	7/1/2027	6/30/2028	51.69	4.00%	N/A
Staff	136.97	N/C	N/C	1/1/2026	6/30/2026	46.25	0%	N/A
Associate Planner/Scientist I	141.09	N/C	N/C	7/1/2026	6/30/2027	47.64	3.00%	N/A
Exempt	146.74	N/C	N/C	7/1/2027	6/30/2028	49.55	4.00%	N/A
Staff	128.09	N/C	N/C	1/1/2026	6/30/2026	43.25	0%	N/A
Assistant Planner/Scientist II	131.94	N/C	N/C	7/1/2026	6/30/2027	44.55	3.00%	N/A
Exempt	137.21	N/C	N/C	7/1/2027	6/30/2028	46.33	4.00%	N/A

Name / Job Title / Classification ¹	Hourly Billing Rates			Effective date of Hourly Rate		Actual or Avg Hourly Rate ⁴	% or \$ Increase	Hourly Range for Classifications Only
	Straight ³	OT (1.5x)	OT (2.0x)	From	To			
Staff	124.38	N/C	N/C	1/1/2026	6/30/2026	42.00	0%	N/A
Assistant Planner/Scientist I	128.12	N/C	N/C	7/1/2026	6/30/2027	43.26	3.00%	N/A
Exempt	133.24	N/C	N/C	7/1/2027	6/30/2028	44.99	4.00%	N/A
Staff	122.16	N/C	N/C	1/1/2026	6/30/2026	41.25	0%	N/A
GIS/Computer Specialist	125.84	N/C	N/C	7/1/2026	6/30/2027	42.49	3.00%	N/A
Exempt	130.87	N/C	N/C	7/1/2027	6/30/2028	44.19	4.00%	N/A
Staff	103.65	N/C	N/C	1/1/2026	6/30/2026	35.00	0%	N/A
Administrative Manager	106.76	N/C	N/C	7/1/2026	6/30/2027	36.05	3.00%	N/A
Exempt	111.03	N/C	N/C	7/1/2027	6/30/2028	37.49	4.00%	N/A
Staff	84.40	N/C	N/C	1/1/2026	6/30/2026	28.50	0%	N/A
Administrative Assistant	86.95	N/C	N/C	7/1/2026	6/30/2027	29.36	3.00%	N/A
Exempt	90.42	N/C	N/C	7/1/2027	6/30/2028	30.53	4.00%	N/A

Notes:

- Key personnel must be marked with an asterisk (*) and employees that are subject to prevailing age requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended.
- Billing rate = actual hourly rate * (1+ ICR) * (1+ Fee). Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans. All costs must comply with the Federal cost principles for reimbursement.
- For named employees and key personnel enter the actual hourly rate. For classifications only, enter the Average Hourly Rate for that classification.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not more than those charged 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, 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. Invoices shall be submitted either by mail or in Portable Document Format (PDF) to:

County of Monterey
Housing & Community Development – Finance
1441 Schilling Place, 2nd Floor South
Salinas, CA 93908-4725
194-HCD-Finance@countyofmonterey.gov:

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance by email or phone (831) 755-4800.

EXHIBIT B – SCOPE OF WORK/PAYMENT PROVISIONS

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.

The County 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 30 days of receiving the certified invoice.

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

The 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.

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