



CITY OF DEL REY OAKS

650 CANYON DEL REY BLVD., DEL REY OAKS, CALIFORNIA 93940
PHONE (831) 394-8511 FAX (831) 394-6421

DATE: March 26, 2024

TO: Honorable Mayor and City Council

FROM: John Guertin, City Manager

SUBJECT: Approve a Reimbursement Agreement with Monterey Peninsula Properties and a Proposal from Denise Duffy & Associates to Contract for Environmental Review on the Former Fort Ord

CEQA: This action does not constitute a "project" as defined by the California Environmental Quality Act (CEQA) guidelines section 15378 as it is an organizational activity of the City that will not result in direct or indirect physical changes in the environment.

Recommendation

It is recommended that the Council approve a reimbursement agreement with Monterey Peninsula Properties (MPP) for contract services with Denise Duffy & Associates (DD&A) for environmental review on MPP's properties on the former Fort Ord. Authorize the City Manager to sign and execute the agreements subject to final review and approval of the City Attorney.

Discussion

Monterey Peninsula Properties wish to engage Denise Duffy & Associates, the City's contracted planning and environmental services provider, to provide biological consulting services for their two properties located in the City of Del Rey Oaks on the former Fort Ord. The two properties total approximately 77 acres. Under the agreement, DD&A will conduct focused special-status plant surveys at the two sites to support the environmental review process.

MPP understands that all work performed by the City and/or DDA related to the project will be under the direction of the City, but at MPP's expense.

The City will utilize the standard reimbursement agreement to be drafted and approved by the City Attorney.

Fiscal Impacts

The cost estimate for the DD&A services is \$27,512. The costs associate with the environmental review will be reimbursed by the property owners, MPP.

Attachments

- DD&A Proposal

Respectfully submitted,

John Guertin
City Manager



DENISE DUFFY & ASSOCIATES, INC.

PLANNING AND ENVIRONMENTAL CONSULTING

March 22, 2024

John Guertin
City Manager
City of Del Rey Oaks
650 Canyon Del Rey Blvd
Del Rey Oaks, CA 93940

SUBJECT: Proposal to Provide Biological Consulting Services for the Monterey Peninsula Properties, LLC.

Dear Mr. Guertin,

Denise Duffy & Associates, Inc. (DD&A) is pleased to submit a proposal to provide biological consulting services for two properties owned by Monterey Peninsula Properties, LLC. (property owner) located in the City of Del Rey Oaks (City). The two properties total approximately 77 acres. The property owner is requesting a proposal to conduct focused special-status plant surveys at the two sites to support the environmental review process.

Please find a proposal to conduct the protocol-level surveys and prepare a memorandum summarizing the survey results enclosed for your consideration. As we discussed, DD&A would contract directly with the City and be reimbursed by the property owner.

Please do not hesitate to contact me at eharwayne@ddaplanning.com if you have any questions regarding the proposal. If the attached proposal is acceptable, please sign and return a copy of the attached Authorization to Proceed form to eharwayne@ddaplanning.com. We look forward to providing continued environmental services to the City.

Sincerely,

Erin Harwayne, AICP
Senior Project Manager/Environmental Scientist/Planner
DENISE DUFFY & ASSOCIATES, INC.

SCOPE OF WORK

Task 1. Project Initiation/Coordination

DD&A will conduct pre-survey research utilizing available resources including the California Department of Fish and Wildlife's (CDFW) California Natural Diversity Data Base (CNDDDB), U.S. Fish and Wildlife (USFWS) and CDFW occurrence reports, California Native Plant Society (CNPS) lists, local experts, and other published and unpublished materials as related to California Environmental Quality Act (CEQA) and other regulatory requirements. This task includes on-going coordination with the City and property owner through the contract, including email and phone communication and up to four (4) meetings.

Task 2. Field Surveys and Data Collection

DD&A biologists will visit the two sites to assess the environmental conditions of the sites and their surroundings. The field review will include an evaluation and mapping of general and sensitive habitat features, and identification of the presence or potential presence of sensitive biological resources within the survey areas and the local vicinity. Additionally, focused botanical surveys will be completed during the appropriate blooming period for special-status plant species with the potential to occur within the survey areas. It is anticipated that early spring, spring, and summer season surveys will be required. This scope of work does not include protocol-level wildlife surveys. If determined necessary and if requested by the property owner, DD&A can prepare an amendment to this scope of work to conduct additional surveys.

Task 3. Survey Memorandum

DD&A will prepare a draft memorandum describing the methods and results of the survey efforts, including figures depicting any rare plants observed. DD&A will provide the draft memorandum to the City and property owner for review and comment, and then submit a final memorandum after incorporating one round of comments.

BUDGET

The cost estimate for the biological services described above is \$27,512.

SCHEDULE

These services will be completed by July 31, 2024.

AUTHORIZATION TO PROCEED



Note: If the scope and fee described in the Denise Duffy & Associates, Inc. attached proposal are acceptable, please sign and return a copy of this authorization form for our files. The signature below also serves as acceptance of Denise Duffy & Associates, Inc. Standard Terms and Conditions, attached. Thank you.

Project Name: Biological Consulting Services for Monterey Peninsula Properties, LLC.

Accepted by (signature): _____ **Dated:** _____

Print Name: _____

Title: _____

On Behalf of: _____

Mailing Address: _____

Phone: _____

Fee/Scope Confirmation: Scope as outlined in proposal dated March 21, 2024, for a not-to-exceed amount of \$27,512.00.

Existing Contract Date, if applicable: _____

If invoice should be sent to a different person or location, please complete below:

Mailing Address: _____

Attention: _____

Return to: Denise Duffy & Associates, Inc.
947 Cass Street, Suite 5
Monterey, CA 93940

Or email: mechevarria@ddaplanning.com

DENISE DUFFY & ASSOCIATES, Inc.
STANDARD TERMS AND CONDITIONS

Invoices	Denise Duffy & Associates, Inc. will submit progress invoices to Client at least as frequently as monthly and a final bill upon completion of services. Each invoice is due on presentation and is past due thirty (30) days from invoice date. Client agrees to pay a finance charge equal to 1.5% on undisputed past-due accounts.								
Workers' Compensation Insurance	Denise Duffy & Associates, Inc is protected by Worker's Compensation Insurance as required by applicable state law. Proof of insurance will be provided to Client upon request.								
General Liability Insurance and Limitation	<p>Denise Duffy & Associates, Inc. is covered by, and agrees to maintain, general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with limits as specified below. Certificates of insurance shall be provided to Client upon request. Denise Duffy & Associates, Inc. shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance as noted below. Denise Duffy & Associates, Inc. shall not be responsible for any loss, damage or liability arising from any act or omission by Client, its agents, staff; other consultants, independent contractors, third parties or others working on the project that have not been hired by Denise Duffy & Associates, Inc. and over which Denise Duffy & Associates, Inc. has no supervision or control.</p> <table border="0" data-bbox="553 1037 1234 1444"> <thead> <tr> <th data-bbox="553 1037 909 1066"><u>COVERAGES</u></th> <th data-bbox="909 1037 1234 1066"><u>LIMITS OF LIABILITY</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="553 1066 909 1192"><u>General Liability</u> (Including Bodily Injury, Property Damage and Contractual Liability)</td> <td data-bbox="909 1066 1234 1192">\$1,000,000 each Occurrence \$2,000,000 Aggregate</td> </tr> <tr> <td data-bbox="553 1226 909 1352"><u>Automobile Liability</u> (Including Bodily Injury and Property Damage)</td> <td data-bbox="909 1226 1234 1352">\$1,000,000 each Occurrence</td> </tr> <tr> <td data-bbox="553 1381 909 1444"><u>Professional Liability</u></td> <td data-bbox="909 1381 1234 1444">\$1,000,000 each Occurrence \$1,000,000 Aggregate</td> </tr> </tbody> </table>	<u>COVERAGES</u>	<u>LIMITS OF LIABILITY</u>	<u>General Liability</u> (Including Bodily Injury, Property Damage and Contractual Liability)	\$1,000,000 each Occurrence \$2,000,000 Aggregate	<u>Automobile Liability</u> (Including Bodily Injury and Property Damage)	\$1,000,000 each Occurrence	<u>Professional Liability</u>	\$1,000,000 each Occurrence \$1,000,000 Aggregate
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Termination	This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure of performance by the other party or if the Client suspends the work for more than three months. In the event of termination, Denise Duffy & Associates, Inc. shall be paid for the services performed prior to the termination notice date plus reasonable termination expenses, including the cost of completing analysis, records and reports necessary to document job status at the time of termination.								

Fees	Denise Duffy & Associates, Inc. agrees to provide services covered by this Agreement on a time and material basis. If the project requirements expand beyond the scope of services covered by this Agreement, an additional Service Agreement or a written addendum to this Agreement shall be entered into to cover the revised scope and fee. Should Client authorize a revision in the scope of services without a revision to this agreement, Denise Duffy & Associates, Inc. shall be compensated for the services actually performed.
Notices	Communications from the Client shall be to Denise Duffy & Associates, Inc. designated Project Manager or to the Denise Duffy & Associates, Inc. Principal-in-Charge of the project. Verbal communications shall be confirmed in writing.
Disputes	If a dispute arises regarding the performance of the services covered by this Agreement, and legal or other costs are incurred, it is agreed that the prevailing party shall be entitled to recover all reasonable costs incurred in the defense of the claim, including staff time at current billing rates, court costs, attorney's fees, and other claim-related expenses.
Indemnification	Client and Denise Duffy & Associates, Inc. each agrees to indemnify and hold harmless the other (Indemnitor and Indemnitee), and their respective officers, directors, partners, authorized agents and employees from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys' fees, costs and expenses), arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by the Indemnitor's negligent acts, errors or omissions, or willful misconduct in the performance of services under this Agreement and anyone for whom the Indemnitor is legally liable. Indemnitor shall only be required to reimburse Indemnitee for its reasonable defense fees and costs, including reasonable attorney's fees, costs and expenses, in direct proportion to Indemnitor's negligence on a percentage basis as ultimately determined by a court of competent jurisdiction and further, only to the extent such fees and costs were directly attributable to Indemnitee's defense of a suit based on Indemnitor's actual negligence. The Indemnitor is not obligated to indemnify the Indemnitee for the Indemnitee's own negligence or willful misconduct
Entire Agreement	These General Conditions shall be used in combination with a Service Agreement, a proposal, or a contract. These combined documents shall be the entire Agreement and shall supersede any other agreement between Client and Denise Duffy & Associates, Inc. relating to the subject matter. In case of conflict or inconsistency between these General Conditions and any other contract documents, the stricter provisions shall control.