

# Attachment B

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**AMENDMENT NO. 7  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DENISE DUFFY & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 7** to Professional Services Agreement No. A-12775 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-12775 with County on August 1, 2014 ("Agreement") to provide environmental documentation, California Environmental Quality Act (CEQA)/National Environmental Quality Act (NEPA), and regulatory permitting for the Carmel River Floodplain Restoration and Environmental Enhancement Project ("Project") beginning July 29, 2014 through June 30, 2016 for an amount not to exceed \$256,769.25; and

**WHEREAS**, Agreement was amended by the Parties on September 11, 2015 ("Amendment No. 1," including Exhibit A-1 - Scope of Services/Payment Provisions, Exhibit B - SAP Contract No. 4600010665, and Exhibit C - Monterey County Drug-Free Workplace Policy) to extend the term for approximately thirteen (13) additional months through July 29, 2017 and to increase the amount by \$65,000.00 which resulted in a not to exceed amount of \$321,769.25; and

**WHEREAS**, Agreement was amended by the Parties on May 6, 2016 ("Amendment No. 2," including Exhibit A-2 - Scope of Services/Payment Provisions) to reallocate funding within the Agreement in the amount of \$33,500.00 from existing tasks to expand tasks required by the United States Fish and Wildlife Service (USFWS) and the California Department of Transportation (Caltrans) and to increase the amount by \$6,095.00 which resulted in a not to exceed amount of \$327,864.25 with no extension to the term; and

**WHEREAS**, Agreement was amended by the Parties on February 9, 2017 ("Amendment No. 3," including Exhibit A-3 - Scope of Services/Payment Provisions) to extend the term for approximately eleven (11) additional months through June 30, 2018, to expand the scope of services, and to increase the amount by \$47,375.00 which resulted in a not to exceed amount of \$375,239.25;

**WHEREAS**, Agreement was amended by the Parties on March 2, 2018 ("Amendment No. 4," including Exhibit A-4 - Scope of Services/Payment Provisions) to extend the term for approximately eighteen (18) additional months through December 31, 2019 and to increase the amount by \$187,488 which resulted in a total not to exceed amount of \$562,727.25; and

**WHEREAS**, Agreement was amended by the Parties on December 11, 2019 ("Amendment No. 5," including Exhibit B-1 - Amendment No. 1 to SAP Contract No. 4600010665," effective June 18, 2018) to extend the term for three (3) additional years to December 31, 2022, with no associated dollar amount increase to allow CONTRACTOR to continue to provide tasks identified in the Agreement as previously amended;

**WHEREAS**, Exhibit D, State Coastal Conservancy Agreement No. 17-024, of Agreement was removed from the Agreement in its entirety and Task 2.1, Natural Environmental Study, Task 3.1, California Environmental Quality Act (CEQA)/National Environmental Protection Act (NEPA) Project and Alternative Descriptions, Task 3.2, Prepare 1<sup>st</sup> Administrative Draft CEQA/NEPA Document, Task 3.3, Prepare 2<sup>nd</sup> Administrative Draft Initial Study (IS)/Mitigated Negative Declaration (MND)/Environmental Assessment (EA)/Finding of No Significant Impact (FONSI), Task 3.5, Respond to Public Comments and Prepare 1<sup>st</sup> Administrative Draft Final Document, Task 3.6, Prepare 2<sup>nd</sup> Administrative Draft Final Document and Draft Mitigation Monitoring and Reporting Program (MMRP), Task 3.7, Prepare Screencheck Draft Final, Task 4.1, Permitting, and Task 6.1, County Staff/Consultants Permitting Meetings, were completed;

**WHEREAS**, due to received comments from permitting agencies, and the need to review historic building preservation mitigation measures, more funds are necessary; and

**WHEREAS**, the Parties wish to further amend the Agreement to expand the Scope of Services, and to increase the not to exceed amount by \$100,000.00 for a new not to exceed amount of \$776,448.25 to allow CONTRACTOR to continue to provide tasks identified in the Agreement as previously amended and as amended by this Amendment No. 7;

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

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A-6**, 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 **\$776,448.25**.

2. Amend Paragraph 4, "Additional Provisions/Exhibits," to add "Exhibit A-6 – Scope of Services/Payment Provisions."
3. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
4. This Amendment No. 7 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 7 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Manager

Denise Duffy & Associates, Inc.  
Contractor's Business Name

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

By: \_\_\_\_\_  
(Signature of Chair, President or Vice President)

**Approved as to Form and Legality  
Office of the County Counsel  
Kristi A Markey, County Counsel**

Its: Denise Duffy, President  
\_\_\_\_\_  
(Print Name and Title)

By: \_\_\_\_\_  
Kristi A. Markey  
Deputy County Counsel

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

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

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Asst. Treasurer)

**Approved as to Fiscal Provisions**

Its: Denise Duffy, Secretary  
\_\_\_\_\_  
(Print Name and Title)

By: \_\_\_\_\_  
Auditor/Controller

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

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 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.

## EXHIBIT A-6 - SCOPE OF SERVICES/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 additional services and staff, and otherwise do all things necessary for or incidental to the performance of work for the Carmel River Floodplain Restoration and Environmental Enhancement Project (hereinafter, “Project”), as set forth below:

#### **Task 4.1 Permitting**

CONTRACTOR will conduct a tree inventory over approximately five acres of forested riparian habitat as required by the California Department of Fish and Wildlife (CDFW).

CONTRACTOR will establish a riparian habitat reference site for determining the success of mitigation and revise the monitoring protocols and success criteria for the riparian habitat compensatory mitigation, including coordination with project consultants and rounds of review with Agency staff, as required by the California Coastal Commission Coastal Development Permit conditions.

*CONTRACTOR has not yet completed this task and requests an additional \$43,250 for completion of Task 4.1.*

#### **Task 4.2 Optional Environmental Coordination**

CONTRACTOR may be assigned in written form by County staff to further conduct environmental permitting coordination or review, in response to unforeseen need by the Project, as required.

*CONTRACTOR has not yet completed this task and requests an additional \$6,750.00 for completion of Task 4.2.*

#### **Task 7. Replacement Mitigation Investigation Services**

CONTRACTOR will hire a subconsultant to evaluate the potential for additional consultation with the State Historic Preservation Officer and will conduct an evaluation of potential substitute mitigation measures in compliance with CEQA/NEPA authorizations and regulatory permits. This will include feedback on design iterations of the physical mitigation structure(s) and assessing potential implications to environmental authorizations already acquired and inform what additional authorizations may be needed.

CONTRACTOR will meet, coordinate, and communicate with County Staff and contractors and with California Department of Parks and Recreation, as well as other parties as necessary.

## EXHIBIT A-6 - SCOPE OF SERVICES/PAYMENT PROVISIONS

*CONTRACTOR has not yet completed this task and requests an additional \$50,000.00 for completion of Task 7.*

### **B. PAYMENT PROVISIONS**

#### **B.1 COMPENSATION/ PAYMENT**

County shall pay an amount not to exceed **\$100,000**, for a total amount not to exceed **\$776,448.25** for the performance of all things necessary for or incidental to the performance of work as set forth in Exhibits A, A-1, A-2, A-3, A-4, A-5, and A-6 Scope of Services/Payment Provisions. CONTRACTOR'S compensation for services rendered shall be based on the attached Cost Estimate.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

#### **B.2 CONTRACTOR'S BILLING PROCEDURES**

Payment shall be based upon satisfactory acceptance of the work completed per task as outlined in the CONTRACTOR's monthly invoice.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, "Payment Conditions", of the Agreement. All invoices shall reference Multi-Year Agreement (MYA) number (MYA #3000\*1375), Project name and associated Purchase Order number, and an original hardcopy shall be sent to the following:

County of Monterey  
Housing and Community Development – Finance  
1441 Schilling Place, South 2<sup>nd</sup> Floor  
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to the HCD Finance Division at (831) 755-4800 or via email to: 194-HCD-Finance@co.monterey.ca.us.

County may, in its sole discretion, terminate the Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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

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.

**EXHIBIT A-6 - SCOPE OF SERVICES/PAYMENT PROVISIONS**

**PAYMENT PROVISIONS**

Invoices for services/work products/deliverables under this Agreement shall be submitted monthly, shall identify the document or work product being delivered, include monthly progress reports, state the percentage of task completion, state the percentage of budget expended to date, and shall include the following:

**1. Invoice Coversheet**

**Denise Duffy & Associates, Inc.**

***Carmel River Floodplain Restoration and Environmental Enhancement Project***

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

Invoice No.: \_\_\_\_\_

Original Agreement Amount/Term: \$256,769.25; July 29, 2014 – June 30, 2016

Amendment No. 1: Increased by \$65,000.00; Extended Term to July 29, 2017

Amendment No. 2: Increased by \$6,095.00 and Reallocated Funds

Amendment No. 3: Increased by \$47,375.00; Extended Term to June 30, 2018

Amendment No. 4: Increased by \$187,488.00; Extended Term to December 31, 2019

Amendment No. 5: Extended Term to December 31, 2022.

Amendment No. 6: Increases by \$113,721.00; Extends Term to December 31, 2023

Amendment No. 7: Increases by \$100,000; adds task 7.

<b>This Invoice:</b>	<b>Task 4</b>	<b>\$43,250</b>	<b>Task 4.1: Permitting</b>	_____
	<b>Task 4.2</b>	<b>\$6,750</b>	<b>Optional Environmental Coordination</b>	_____
	<b>Task 7</b>	<b>\$50,000</b>	<b>Replacement Mitigation Investigation Services</b>	_____
<b>Total Increase:</b>		<b>\$100,000</b>		_____

Remaining Balance \$ \_\_\_\_\_

Approved as to Work/Payment: \_\_\_\_\_

*Shandy Carroll, Management Analyst III*  
Date

**2. Invoice Detail**

Each invoice shall indicate the hours worked by task and by staff member, with the corresponding billing rates.