

**AMENDMENT NO. 9
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
ECOSYSTEMS WEST CONSULTING GROUP**

THIS AMENDMENT NO. 9 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and EcoSystems West Consulting Group (hereinafter, "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 a Professional Services Agreement with County on May 7, 2009 (hereinafter, "Agreement") to provide annual Piperia Plan Studies (hereinafter, "services") for The Pebble Beach Company's Del Monte Forest Preservation and Development Plan (hereinafter, "Project or Plan") through April 30, 2010 for an amount not to exceed \$24,999.00; and

WHEREAS, Agreement was amended by the Parties on April 30, 2010 (hereinafter, "Amendment No. 1", including Exhibit A-1, Scope of Services/Payment Provisions) to extend the term for one (1) additional year through April 30, 2011 and to increase the Agreement amount by \$24,965.00 which resulted in a not to exceed amount of \$49,964.00; and

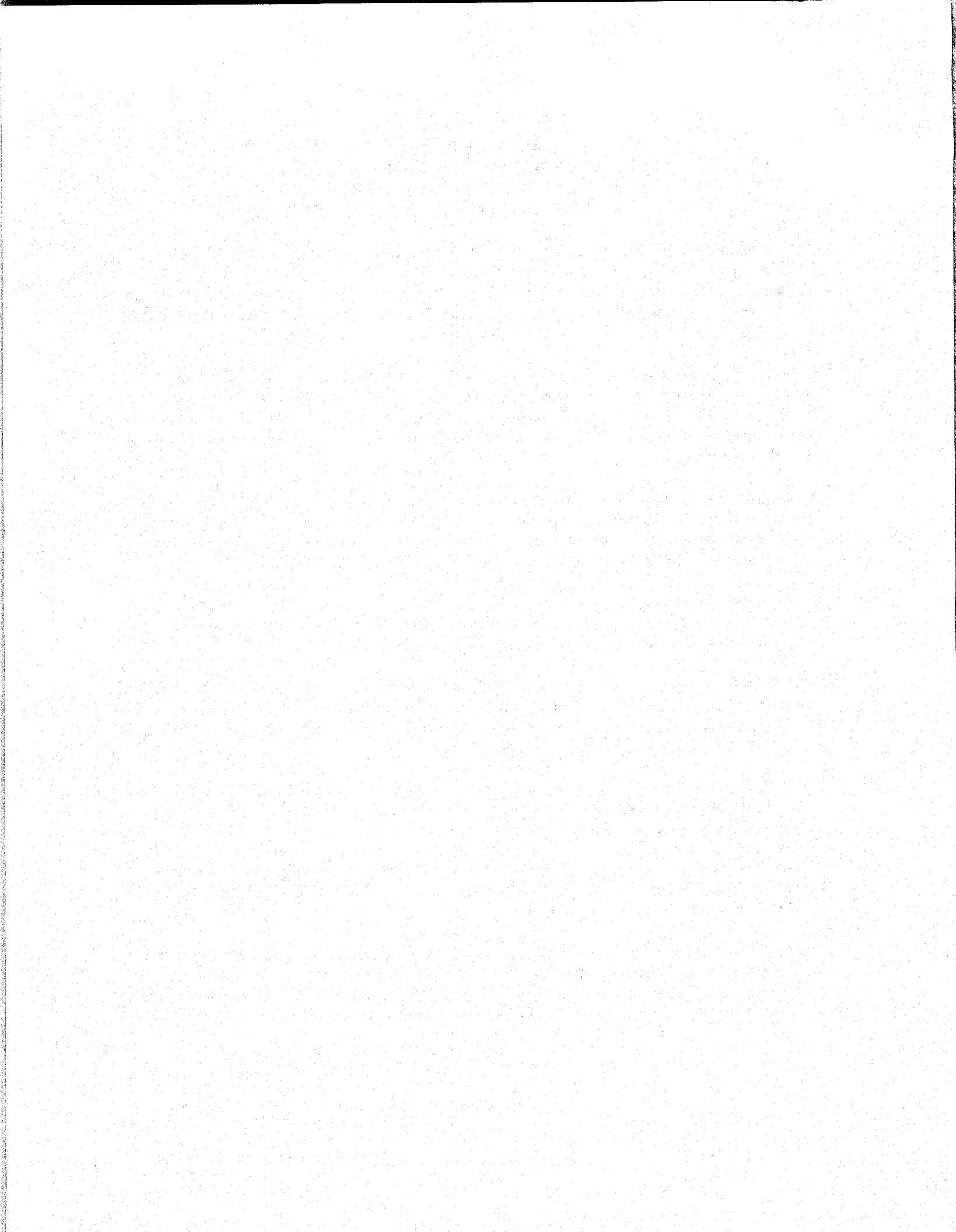
WHEREAS, Agreement was amended by the Parties on April 29, 2011 (hereinafter, "Amendment No. 2") to extend the term for fourteen (14) additional months through June 30, 2012 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on May 11, 2011 (hereinafter, "Amendment No. 3", including Exhibit A-2, Scope of Services/Payment Provisions) to increase the Agreement amount by \$64,165.00 which resulted in a not to exceed amount of \$114,129.00 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on June 27, 2012 (hereinafter, "Amendment No. 4") to extend the term for one (1) additional year through June 30, 2013 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on June 7, 2013 (hereinafter, "Amendment No. 5") to extend the term for two (2) additional years through June 30, 2015 with no increase in the Agreement's not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on December 19, 2014 (hereinafter, "Amendment No. 6", including Exhibit A-3, Scope of Services/Payment Provisions) to extend the term for one (1) additional year through June 30, 2016 and to increase the Agreement amount by \$57,820.00 which resulted in a not to exceed amount of \$171,949.00; and



WHEREAS, Agreement was amended by the Parties on January 6, 2016 (hereinafter, "Amendment No. 7", including Exhibit A-4, Scope of Services/Payment Provisions) to increase the Agreement amount by \$60,282.50 which resulted in a not to exceed amount of \$232,231.50 with no extension to the Agreement's term; and

WHEREAS, Agreement was amended by the Parties on May 24, 2016 (hereinafter, "Amendment No. 8") to extend the term for six (6) additional months through December 31, 2016 with no increase in the Agreement's not to exceed amount; and

WHEREAS, due to CONTRACTOR's workload, additional time is necessary to allow for completion of the final report for all completed services for the Project for the management, protection and restoration of Yadon's Piperia; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for six (6) additional months to June 30, 2017 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 9.

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

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


The term of this Agreement is from February 1, 2009 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement.

2. All other terms and conditions of the Agreement remain unchanged and in full force.
3. This Amendment No. 9 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
4. The recitals to this Amendment No. 9 are incorporated into the Agreement and this Amendment No. 9.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 9 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

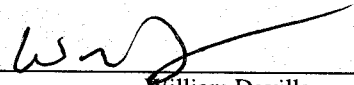
COUNTY OF MONTEREY

CONTRACTOR*

By: 
Carl P. Holm, AICP
Chief of Planning

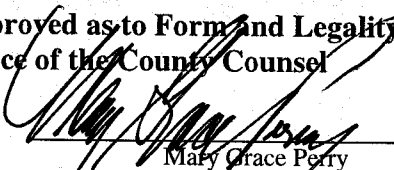
EcoSystems West Consulting Group
Contractor's Business Name

Date: DEC 9 2016

By: 
William Davilla
Sole Proprietor

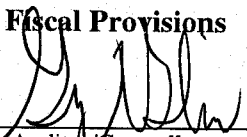
Date: Nov. 30, 2016

**Approved as to Form and Legality
Office of the County Counsel**

By: 
Mary Grace Perry
Deputy County Counsel

Date: December 8, 2016

Approved as to Fiscal Provisions

By: 
Auditor/Controller

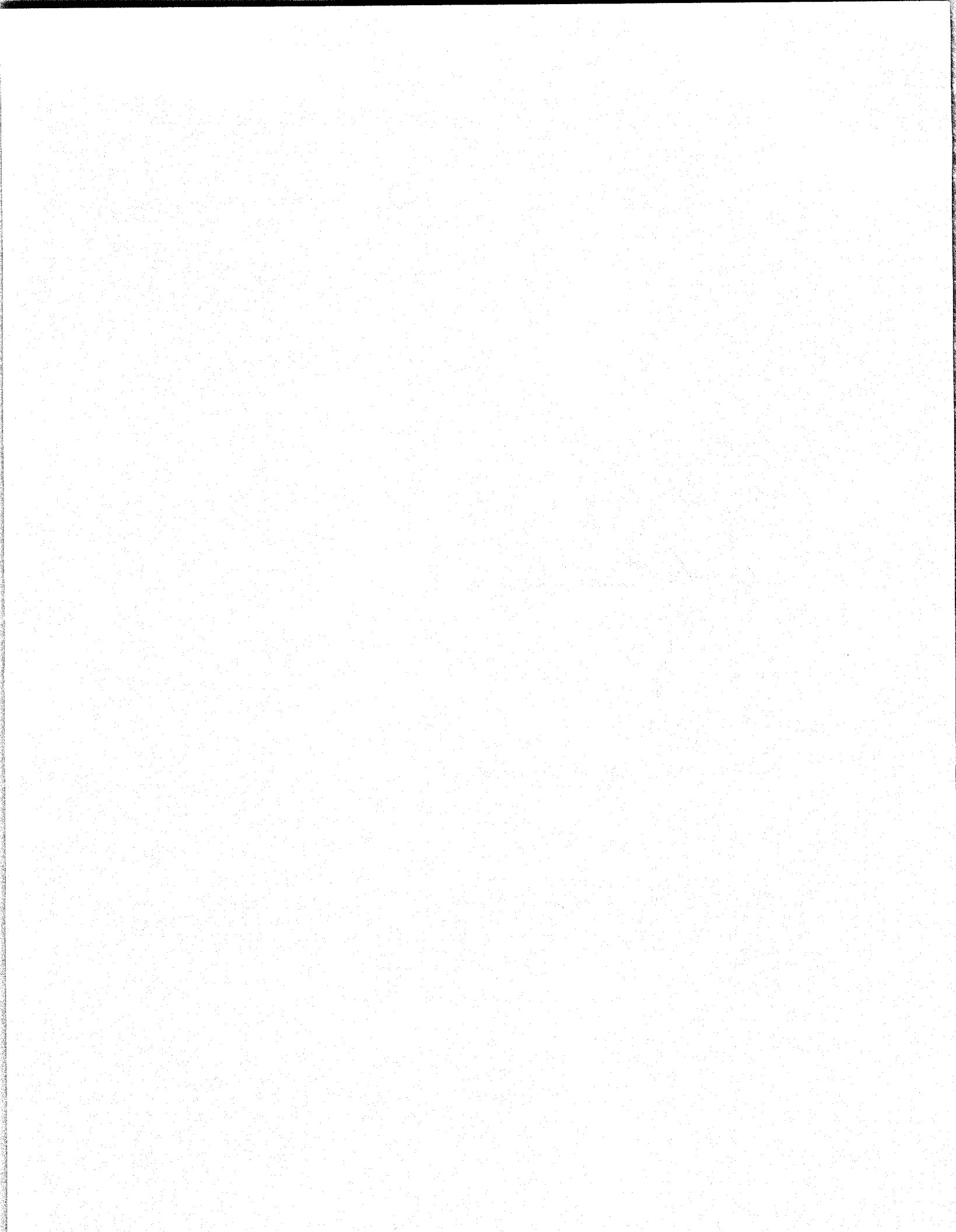
Date: 12-2-16

Approved as to Indemnity, Insurance Provisions

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.





CERTIFICATE OF LIABILITY INSURANCE

DATE(MMDDYYYY)
11/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificateholder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificateholder in lieu of such endorsement(s).

PRODUCER ISU INS SERV - BC ENV BROKERAGE 1037 Suncastr Ln Ste 103 El Dorado Hills, CA 95762	CONTACT NAME DINA ATHEY	
	PHONE (A/C, No, Ext): (916) 939-1080	FAX (A/C, No): (916) 939-1085
EMAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC#
INSURER A:	ADMIRAL INSURANCE COMPANY	24856
INSURER B:	SENTINEL INSURANCE CO. LTD.	11000
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

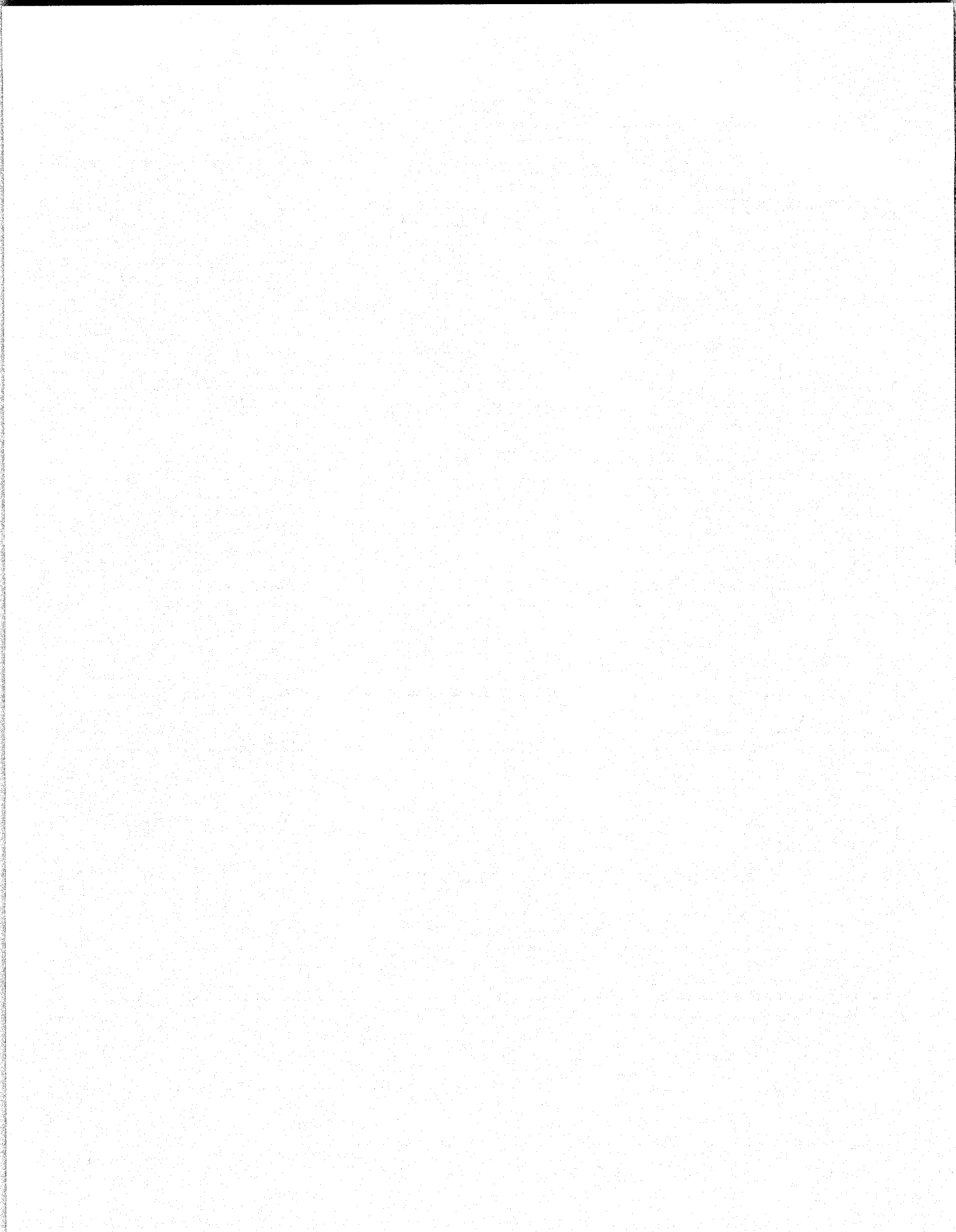
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NR	TYPE OF INSURANCE	APPL	THUR	POLICY EFF	POLICY EXP	LIMITS	
LTR		IND	WED	(MM/DD/YYYY)	(MM/DD/YYYY)		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONT. POLLUTION GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FEI-ECC-16281-03	06/30/16	06/30/17	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OPAGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			FEI-ECC-16281-03 INC. IN GL ABOVE	06/30/16	06/30/17	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	57 WEC DE7081	03/31/16	03/31/17	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input type="checkbox"/> PROF. LIAB. <input type="checkbox"/> CLAIMS MADE			FEI-ECC-16281-03 RETRO: 06/30/04	06/30/16	06/30/17	\$1,000,000 OCCURRENCE \$2,000,000 AGGREGATE
B	<input type="checkbox"/> PROPERTY/IM			57 SBA BA0059 SC	05/01/16	05/01/17	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: All Operations
the County of Monterey, its agents, officers and employees as Additional Insureds with respect to liability arising out of the Contractor's work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the Contractor's insurance. (Endorsements Attached)

CERTIFICATE HOLDER COUNTY OF MONTEREY RESOURCE MANAGEMENT AGENCY 168 W. ALISAL STREET, 2ND FLOOR SALINAS, CA 93901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



**AUTOMATIC ADDITIONAL INSURED –
OWNERS, LESSEES OR CONTRACTORS**

This endorsement, effective 06/30/16 attaches to and forms a part of Policy Number FEI-ECC-16281-03. This endorsement changes the Policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS POLLUTION LIABILITY COVERAGE PART**

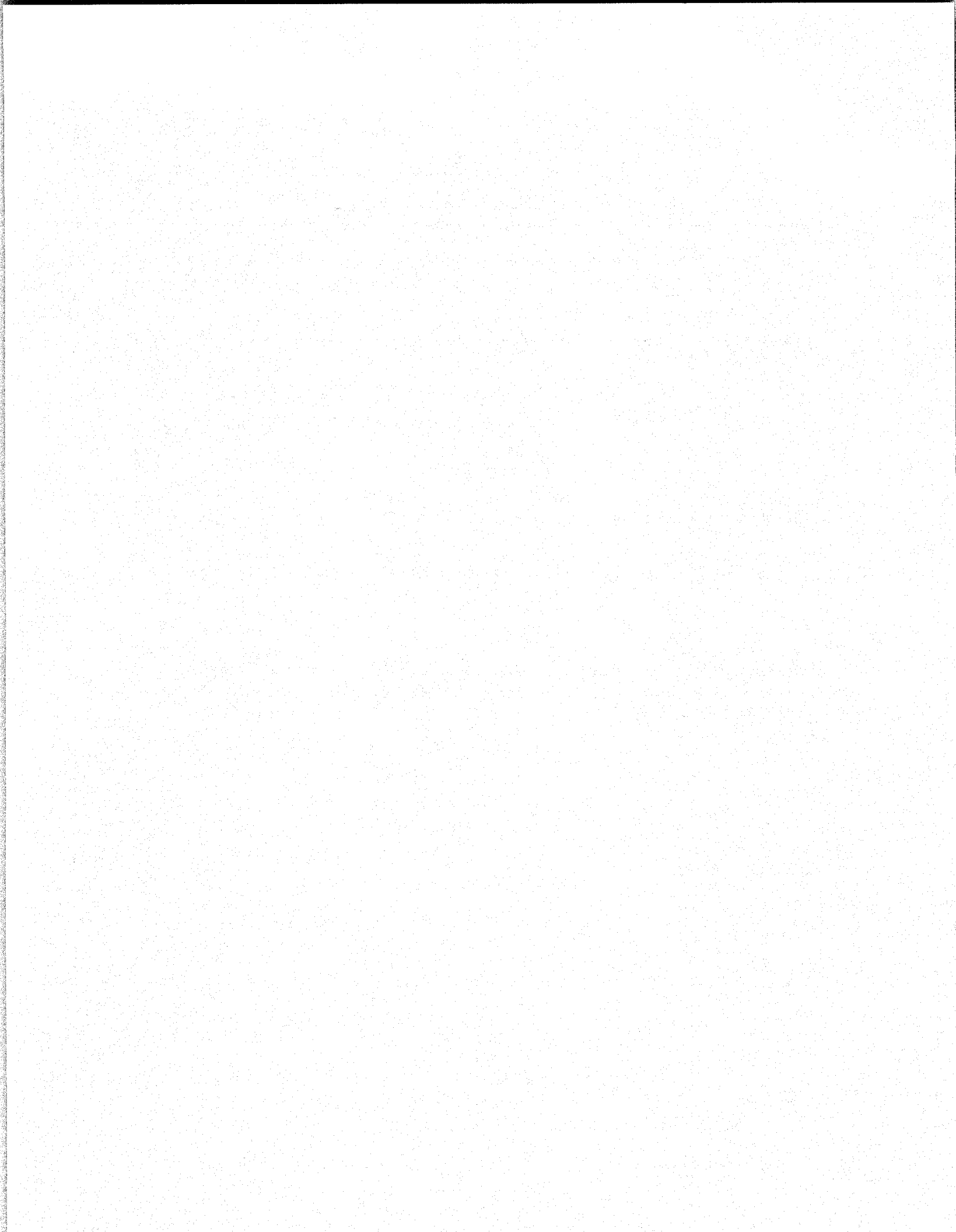
SCHEDULE

Name of Person or Organization:

County of Monterey, its agents, officers and employees

The person or organization shown in this Schedule is included as an insured, but only with respect to that person's or organization's vicarious liability arising out of your ongoing operations performed for that insured.

FEI-319-ECC-0712



**Additional Insured – Owners, Lessees or Contractors –
Completed Operations**

This endorsement, effective 06/30/16 attaches to and forms a part of Policy Number FEI-ECC-16281-03. This endorsement changes the Policy. Please read it carefully.

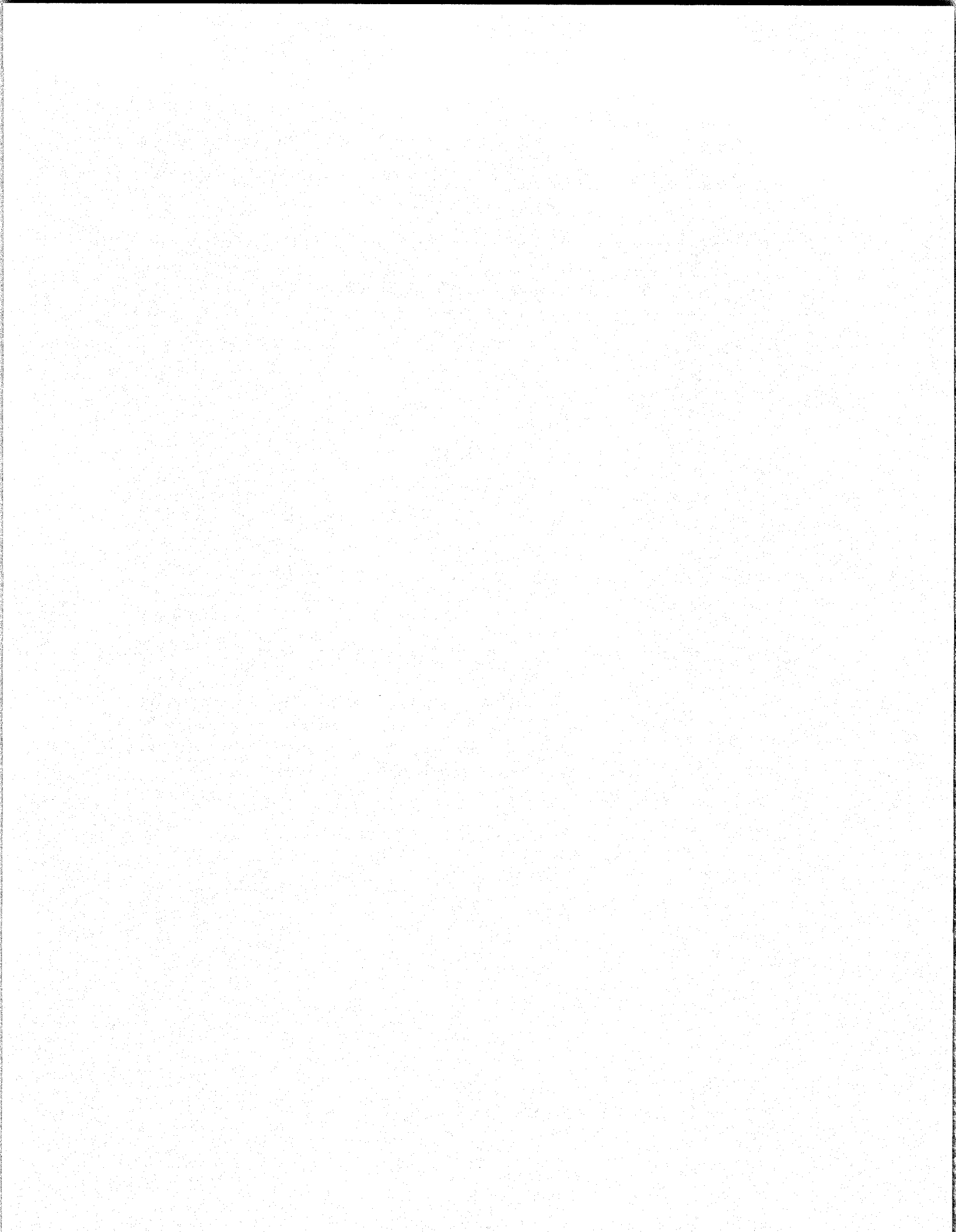
In consideration of an additional premium of, this endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
County of Monterey, its agents, officers and employees	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".



**AUTOMATIC PRIMARY AND NON-CONTRIBUTORY
INSURANCE ENDORSEMENT –
DESIGNATED WORK OR PROJECT(S)**

This endorsement, effective 06/30/16 attaches to and forms a part of Policy Number FEI-ECC-16281-03. This endorsement changes the Policy. Please read it carefully.

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

