

**AMENDMENT NO. 1
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 1 to Professional Services Agreement No. A-17616 between the County of Monterey, a political subdivision of the State of California (“County”) and Denise Duffy & Associates, Inc., a California Corporation (“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-17616 with the County on February 13, 2026 (“Agreement”) to prepare an Initial Study and Mitigated Negative Declaration (“Project”) beginning February 13, 2026, through August 31, 2026, for an amount not to exceed \$35,628.15 (base budget \$30,981 and contingency of \$4,647.15);

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the completion of the environmental documents for the Project;

WHEREAS, certain provisions of the Agreement require updating; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term four (4) months to December 31, 2026, with no change to the Scope of Work or to the Agreement amount of \$35,628.15.

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

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

The term of this Agreement is from February 13, 2026, to December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Section 8, “Indemnification,” subparagraph 8.02, “Indemnification for Design Professional Services Claims,” to read in its entirety as follows:

CONTRACTOR shall indemnify, defend and hold harmless County, its officers, officials, agents, employees, and volunteers from and against any claims that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of CONTRACTOR, its officers, officials, employees, agents, volunteers, or subcontractors, 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.

3. Amend Paragraph 8.0, "Indemnification," subparagraph 8.03, "Indemnification for All Other Claims or Loss," to read in its entirety as follows:

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 officers, officials, agents, employees and volunteers from and 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 officers, officials, employees, agents, volunteers, or subcontractors, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

4. Amend Paragraph 16, "Miscellaneous Provisions," subparagraph 16.04, "Contractor," to read in its entirety as follows:

The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, officials, employees, agents, volunteers, and subcontractors acting on CONTRACTOR's behalf in the performance of this Agreement.

5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
6. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 1 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: N/A
Contracts/Purchasing Officer

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

Date: _____

By: Denise Duffy
(Chair, President or Vice President) *

By: Craig W. Spencer
Craig W. Spencer, Director
(if applicable)

Denise Duffy, President
Name and Title

Date: 8/3/2026

Date: 7/23/2026

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

By: Denise Duffy
(Secretary, Asst. Secretary, CFO, Treasurer
or Asst. Treasurer) *

By: Reed Gallogly
Deputy County Counsel

Denise Duffy, Secretary
Name and Title

Date: 8/3/2026

Date: 7/23/2026

Approved as to Fiscal Provisions²

By: Patricia Ruiz
Auditor-Controller

Date: 8/3/2026

Approved as to Liability Provisions³

By: David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement No. A-17616 approved on February 10, 2026.

*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 either 1) any member, or 2) two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). 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 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 or designee is required.

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