

Attachment C

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**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-13636 between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Denise Duffy & Associates, Inc. (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 Professional Services Agreement No. A-13636 with County on July 25, 2017 (hereinafter, "Agreement") to provide an Environmental Impact Report (hereinafter, "EIR") for the LaTourette Subdivision Project (hereinafter, "Project") through June 27, 2019 for an amount not to exceed \$161,304.75; and

WHEREAS, the EIR for the Project has not been completed; and

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

WHEREAS, the Parties wish to amend the Agreement to extend the term for approximately two (2) additional years to June 30, 2021 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. 1.

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 June 27, 2017 to June 30, 2021, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend Paragraph 8.02, "Indemnification for Design Professional Services Claims", of Section 8, "Indemnification", to read as follows:

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 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 the "Business automobile liability insurance" paragraph under Paragraph 9.03, "Insurance Coverage Requirements", of Section 9.0, "Insurance", to read as follows:

Business automobile liability insurance, covering all motor vehicles, including leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

4. The "Schedule" referenced in Exhibit A – Scope of Services/Payment Provisions, of the Agreement is hereby amended to extend through June 30, 2021, to conform to the amended term of the Agreement.
5. Amend the "Invoice" language at the bottom of Paragraph 1, "Invoice Coversheet", in Section B, "Payment Provisions", of Exhibit A – Scope of Services/Payment Provisions, to read as follows:

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Project name and an original hardcopy shall be sent to the following address or via email to RMA-Finance-AP-GP@co.monterey.ca.us:

County of Monterey
Resource Management Agency (RMA) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

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

6. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
7. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as fully set forth in the Agreement.
8. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: 
Interim Chief of Planning Services

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

Date: 8.9.19

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

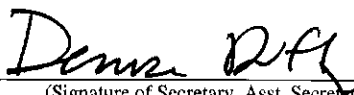
Approved as to Form and Legality
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

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


By: 
Brian P. Briggs
Deputy County Counsel

Date: 5/9/19

Date: 8-6-19

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

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

Approved as to Fiscal Provisions
By: 
Auditor/Controller

Date: 5/9/19

Date: 8/17/19

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: _____

Name: _____

Title: _____

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.

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