

# Attachment 1

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**RENEWAL AND AMENDMENT NO. 9  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
DENISE DUFFY & ASSOCIATES, INC.**

**THIS RENEWAL AND AMENDMENT NO. 9** to Professional Services Agreement No. A-12442 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-12442 with the County on May 1, 2013 (“Agreement”) to provide a Programmatic Biological Assessment (BA) and Initial Study (IS) for projects located in the Carmel River Lagoon Area and Carmel River Lagoon Restoration and Management Plan for Phases 1 and 2 (“Project”) through April 23, 2014 for an amount not to exceed \$353,100;

**WHEREAS**, Agreement was amended by the Parties on April 10, 2014 (“Amendment No. 1”) to extend the term for one (1) additional year through April 23, 2015 with no increase in the not to exceed amount;

**WHEREAS**, Agreement was amended by the Parties on June 13, 2014 (“Amendment No. 2,” including Exhibit A-1 – Scope of Services/Payment Provisions) to increase the amount by \$193,571 which resulted in a total not to exceed amount of \$546,671 to revise the original scope of the Agreement to provide for a Focused Environmental Impact Report (EIR) (“services”) for completion of Phase 2 of the Project with no extension to the term;

**WHEREAS**, Agreement was amended by the Parties on April 23, 2015 (“Amendment No. 3”) to extend the term for approximately fourteen (14) additional months through June 30, 2016 with no increase in the not to exceed amount;

**WHEREAS**, Agreement was amended by the Parties on October 19, 2015 (“Amendment No. 4,” including Exhibit A-2 – Scope of Services/Payment Provisions) to extend the term for six (6) additional months through December 31, 2016 and to increase the amount by \$277,883 which resulted in a total not to exceed amount of \$824,554;

**WHEREAS**, Agreement was amended by the Parties on December 9, 2016 (“Amendment No. 5”) to extend the term for eighteen (18) additional months through June 30, 2018 with no increase in the not to exceed amount;

**WHEREAS**, Agreement was amended by the Parties on May 31, 2018 (“Amendment No. 6”) to extend the term for eighteen (18) additional months through December 31, 2019 with no increase in the not to exceed amount;

**WHEREAS**, Agreement was amended by the Parties on December 9, 2019 (“Amendment No. 7”) to extend the term for two (2) additional years through December 31, 2021 with no increase in the not to exceed amount;

**WHEREAS**, Agreement was amended on April 2, 2020 (“Amendment No. 8”) to extend the term for six (6) additional months to June 30, 2022, to update the Schedule of Rates, reallocate unused funding in the amount of \$88,192.97 and increase the amount by \$772,698.33 for a total not to exceed amount of \$1,547,252.83;

**WHEREAS**, the Agreement expired by its own terms on June 30, 2022;

**WHEREAS**, CONTRACTOR has completed technical studies (Task 8.4) related to the evaluation of the natural stream alignment and sediment transport analysis \$5,242 over budget;

**WHEREAS**, the Parties wish to renew the Agreement to allow additional time for the CONTRACTOR to continue to provide services and move \$5,242 from Optional Task 8.7 to Task 8.4; and

**WHEREAS**, the Parties wish to further amend the Agreement to extend the term for seventeen (17) months to December 31, 2023, with no increase to the not to exceed amount of \$1,547,252.83 or change to the scope of work to allow CONTRACTOR to continue to provide services identified in the Agreement.

**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 April 23, 2013 to December 31, 2023, unless sooner terminated pursuant to the terms of this Agreement.

2. Except as amended herein, all other terms and conditions of the Agreement as previously amended by Amendments Nos. 1 through 8, including all Exhibits thereto, remain unchanged by this Renewal and Amendment No. 9 and shall continue in full force and effect.
3. A copy of this Renewal and Amendment No. 9 shall be attached to the original Agreement and incorporated therein as if fully set forth in the Agreement.

*\*\*\*This section intentionally left blank.\*\**

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: \_\_\_\_\_  
Contracts/Purchasing Officer

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

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

By: DocuSigned by:  
Denise Duffy  
(Signature of Chair, President or Vice President)

**Approved as to Form**  
**Office of the County Counsel**  
**Leslie J. Girard, County Counsel**

Denise Duffy, President  
(Print Name and Title)

By: DocuSigned by:  
Kristi Markey  
C21D52A9D63041C Kristi A. Markey  
Deputy County Counsel

Date: 9/6/2022

Date: 9/6/2022

By: DocuSigned by:  
Denise Duffy  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Denise Duffy, Secretary  
(Print Name and Title)

**Approved as to Fiscal Provisions**

By: DocuSigned by:  
Gary Giboney  
D3834BFEC1D8449A Auditor/Controller

Date: 9/6/2022

Date: 9/6/2022

\*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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