

Attachment K

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**AMENDMENT NO. 8
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 8 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 the 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 (CRFREE) Project ("Project") beginning July 29, 2014 through June 30, 2016 for an amount not to exceed \$256,769;

WHEREAS, the 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 which resulted in a not to exceed amount of \$321,769;

WHEREAS, the 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 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 which resulted in a not to exceed amount of \$327,864 with no extension to the term;

WHEREAS, the 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 which resulted in a not to exceed amount of \$375,239;

WHEREAS, the 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;

WHEREAS, the 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, the Agreement was amended by the Parties on February 14, 2022 (“Amendment No. 6,” including Exhibit A-5 – Scope of Services/Payment Provisions) to expand the Scope of Services and extend the Agreement to December 31, 2023.

WHEREAS, the Agreement was amended by the Parties on July 29, 2022 (“Amendment No. 7,” including Exhibit A-6 – Scope of Services/Payment Provisions) to expand the Scope of Services and increase funds by \$100,000 for a new not to exceed amount of \$776,448;

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide services associated with the Project;

WHEREAS, the Parties wish to amend Section 6., “Meetings,” of the Agreement by adding Task 6.1, County Staff and Consultants Meetings; and

WHEREAS, the Parties wish to further amend the Agreement to increase the Agreement amount by \$25,860 for a not to exceed amount of \$802,308.25 and extend the term one (1) year to December 31, 2024, to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 8.

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 Exhibits A through 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 **\$802,308.25**.

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

The term of this Agreement is from July 29, 2014 to December 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.

3. Amend Task 6. “Meetings” of Exhibit A – Scope of Services/Payment Provisions to include:

6.1 County Staff and Consultant Meetings
Conference calls, meetings, and communication and coordination with project team.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 8 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. 8 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)

Date:

By:

Mary Grace Perry
Deputy County Counsel

By:

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

Date:

Its:

Denise Duffy, Secretary
(Print Name and Title)

Date:

Approved as to Fiscal Provisions

By:

Auditor/Controller

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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