

**AMENDMENT NO. 3
TO AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
DENISE DUFFY & ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 to Agreement No. A-13123 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 Agreement No. A-13123 with County on July 7, 2016 (hereinafter, "Agreement") to provide on-call services for environmental planning and consulting services for various federally funded road/bridge/building facilities projects located within Monterey County (hereinafter, "services") through July 7, 2019 with the option to extend the Agreement for two (2) additional one (1) year period(s) for an amount not to exceed \$500,000; and

WHEREAS, Agreement was amended by the Parties on June 10, 2019 (hereinafter, "Amendment No. 1") to update the indemnification provision and to extend the term for one (1) additional year through July 7, 2020 with no increase in the not to exceed amount; and

WHEREAS, Agreement was amended by the Parties on July 6, 2020 (hereinafter, "Amendment No. 2") to extend the term for one (1) additional year through July 7, 2021 with no increase in the not to exceed amount; and

WHEREAS, County has a continued need for services beyond the anticipated five (5) year Agreement term allowed per Request for Qualifications (RFQ) #10499; and

WHEREAS, additional time and funding are necessary to allow CONTRACTOR to continue to provide the services required by the County and to allow County staff to prepare and process a new RFQ for these services; and

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one (1) additional year to July 7, 2022 and to increase the amount by \$120,000 for a total amount not to exceed \$620,000 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

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

1. Amend Paragraph 3.1 of Section 3.0, "Term of Agreement", to read as follows:

The initial term shall commence with the signing of this AGREEMENT, July 7, 2016, through and including July 7, 2022.

2. Amend Paragraph 4.1 of Section 4.0, "Compensation and Payments", to add the following:

The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$620,000.

3. In all places within the Agreement, any reference to Resource Management Agency is hereby replaced with Department of Public Works, Facilities, & Parks.

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.

5. This Amendment No. 3 and all previous amendments shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

6. The recitals to this Amendment No. 3 are incorporated into the Agreement and this Amendment No. 3.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 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: Denise Duffy
(Signature of Chair, President or Vice President)

Approved as to Form
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

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

By: DocuSigned by:
Mary Grace Perry
633031E17FD247E
Mary Grace Perry
Deputy County Counsel

Date: 5/10/2021

Date: 5/12/2021

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

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

Approved as to Fiscal Provisions

By: DocuSigned by:
Gary Giboney
D36348FEC1D8449...
Auditor/Controller

Date: 5/10/2021

Date: 5/12/2021

Approved as to Indemnity and Insurance Provisions
Office of the County Counsel-Risk Manager

By: _____
Leslie J. Girard
County Counsel-Risk Manager

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.