

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

THIS AMENDMENT NO. 1 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, the indemnification provision of the Agreement requires an update; and

WHEREAS, County has a continued need for services; and

WHEREAS, additional time is necessary to allow CONTRACTOR to continue to provide the services required by the County; and

WHEREAS, the Parties wish to amend the Agreement to update the indemnification provision of the Agreement and to extend the term for one (1) additional year to July 7, 2020 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 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, 2020, with the option to extend this AGREEMENT for one (1) additional one (1) year period.

2. Amend Paragraph 5.1 of Section 5.0, "Invoices and Purchase Orders", to read as follows:

Invoices under this AGREEMENT shall be submitted monthly and promptly, and in accordance with Section 4.0, "Compensation and Payments", of the AGREEMENT. All

invoices shall reference the Multi-Year Agreement (MYA) number #3000*2413, Project Name and associated Delivery Order number, 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.

3. Amend Paragraph 6.2, “Indemnification for Design Professional Services Claims”, under Section 6.0, “Design Professional 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 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.

4. Amend Paragraph 7.3.1.2, “Business Automobile Liability Insurance, of Section 7.0, “Insurance Requirements”, 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.

5. Amend County information in Paragraph 20.2 of Section 21.0, "Notices", to read as follows:

TO COUNTY:

Dalia M. Mariscal-Martinez

Management Analyst II

County of Monterey, Resource Management Agency

1441 Schilling Place, South 2nd Floor

Salinas, California 93901-4527

Phone: (831) 755-8966

Fax: (831) 755-4958

Email: mariscaldm@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 if 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

By: [Signature]
Contracts/Purchasing Officer

Date: 6-10-19

Approved as to Form and Legality

Office of the County Counsel-Risk Management
Charles J. McKee, County Counsel-Risk Manager

By: [Signature]
Mary Grace Perry
Deputy County Counsel

Date: 6-6-19

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 6-7-19

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.

CONTRACTOR*

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

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

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

Date: 5-31-19

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

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

Date: 5-31-19