

**AMENDMENT NO. 5
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 5 to Professional Services Agreement No. A-16128 between the County of Monterey, a political subdivision of the State of California (“County”) and Kimley-Horn and 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-16128 with the County on December 21, 2022 (“Agreement”) to provide planning and environmental analysis services to update the Castroville Community Plan and perform an associated Development Impact Fee Nexus Study (“Project”) through December 31, 2025, for an amount not to exceed \$533,575;

WHEREAS, the Agreement was amended by the Parties on January 13, 2023 (“Amendment No. 1”) to provide minor corrections to Exhibit A – Scope of Work/Payment Provisions and correct the CONTRACTOR’s name;

WHEREAS, the Agreement was amended by the Parties on November 17, 2023 (“Amendment No. 2”) to expand Exhibit A to include planning and facilitation of additional community outreach events, allow additional review and revision time, update the budget, and add \$35,000 to the Agreement amount of \$533,575 for a new not to exceed Agreement amount of \$568,575;

WHEREAS, the Agreement was amended by the Parties on February 26, 2024 (“Amendment No. 3,” including Exhibit A-1), expanding Exhibit A to include preparation and presentation of Project findings and infrastructure information to the Castroville Community Services District, additional review and revision time, support for mapping/graphics, an increase of \$50,000 to the Agreement amount of \$568,575 for a new not to exceed Agreement amount of \$618,575, and CEQA Addendum revisions;

WHEREAS, the Agreement was amended by the Parties on October 29, 2024 (“Amendment No. 4,” including Exhibit A-2), to expand the Scope of Work by adding Task 4, Technical Assistance and Updates; Task 5, Administrative Draft, Draft and Final Community Plan Update, and Task 8, Project Management, Meetings and Administration; increase the Agreement amount by \$49,500 for a new not-to-exceed amount of \$668,075; and update the Budget table without change to the term end date of December 31, 2025;

WHEREAS, the County has an ongoing need for services;

WHEREAS, it is necessary to update certain provisions of the Agreement; and

WHEREAS, the Parties further wish to amend the Agreement to extend the term two (2) years to December 31, 2027, and update certain provisions of 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 December 1, 2022, to December 31, 2027, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend subparagraph 9.02, “Qualifying Insurers,” of Paragraph 9, “Insurance,” to read in its entirety as follows:

All coverages, except surety, shall be issued by companies which hold a current policy holder’s alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best’s Rating Guide or a company of equal financial stability that is approved by the County’s Purchasing Agent.

3. Retitle Paragraph 9.04, “Other Insurance Requirements,” to “Other Requirements.”

4. Amend Paragraph 9.04, subparagraph “Additional Insured Status,” to read in its entirety as follows:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’s insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR’s insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38: and CG 20 37 if a later edition is used).

5. Amend Paragraph 9.04, of Section 9, “Insurance,” subparagraph titled “Primary Coverage,” to read in its entirety as follows:

For any claims related to this contract, the CONTRACTOR’s insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR’s insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

6. Amend Paragraph 9.04, “Other Requirements,” subparagraph titled “Waiver of Subrogation,” of Section 9.0, “Insurance Requirements,” to be retitled “Workers’ Compensation Waiver of Subrogation,” and to read in its entirety as follows:

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, the County shall notify the CONTRACTOR and CONTRACTOR shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles the County, at its sole discretion, to terminate this Agreement immediately.

7. Amend Section 10.0, "Records and Confidentiality," to add subparagraph 10.06, "Format of Deliverables," to read in its entirety as follows:

10.06 Format of Deliverables. For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

8. Amend CONTRACTOR information in Section 15, "Notices," to read as follows:

FOR CONTRACTOR:

Surabhi Barbhaya, Long Range Planning Lead
1100 W Town and Country Road, Suite 700
Orange, CA 92868
(949) 426-8886
Surabhi.Barbhaya@kimley-Horn.com

9. Amend Section 16, “Miscellaneous Provisions,” to add subparagraph 16.16, “Independent Contractor Compliance with Government Code Section 1097.6 (c)” to read as follows:

16.16 Independent Contractor Compliance with Government Code Section 1097.6 (c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant’s duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

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

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

****THIS SECTION INTENTIONALLY LEFT BLANK****

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Amendment No. 5 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: DocuSigned by: Angelica Ruelas
Chief Contracts and Procurement Officer

KIMLEY-HORN AND ASSOCIATES, INC.
Contractor's Business Name*

Date: 12/16/2025

By: Signed by: [Signature]
(Signature of President, Vice President, or Vice President) *

By: N/A
Craig W. Spencer, HCD Director
(if applicable)

Frederik Venter, P.E., Vice President
Name and Title

Date: _____

Date: 12/5/2025

**Approved as to Form
Office of the County Counsel¹
Susan K. Blicht, County Counsel**

By: DocuSigned by: Adam Dankberg
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

By: Signed by: Reed Gallogly
County Counsel

Adam Dankberg, P.E., Assistant Secretary
Name and Title

Date: 12/9/2025

Date: 12/5/2025

Approved as to Fiscal Provisions²
DocuSigned by: Patricia Ruiz
Auditor/Controller

Date: 12/9/2025

**Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management³**

By: N/A
David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: A-16128 approved on December 13, 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 (California Corporations Code §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 (Corporations Code §17703.01, subs. (a) and (d)). If the 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 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.

¹ Approval by the Office of County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.