

Attachment 5

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**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 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 Parties have identified the need to expand Exhibit A, Scope of Work/Payment Provisions, to include additional community outreach events, allow additional review and revision time, update the budget, and add a contingency amount; and

WHEREAS, the Parties wish to further amend the Agreement and increase the Agreement amount of \$533,575 by \$35,000 for a new not to exceed amount of \$568,575 with no change to the term date.

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

1. Amend Exhibit A – Scope of Work/Payment Provisions, Task 5. Administrative Draft, Draft and Final Community Plan Update, 5.6 Establish Baseline Conditions, 5.6.9.3 Draft and Final Fee Review Memo, to include the following:
 - Provide additional time and effort for County review and CONTRACTOR Revisions to the administrative draft Community Plan prior to publication of the public review draft document.
 - CONTRACTOR shall receive a consolidated set of electronic comments and edits from the County and will address comments and provide an updated Community Plan document.
2. Amend Exhibit A – Scope of Work/Payment Provisions, Task 8. Project Management, Meetings and Administration, third bullet point, to read as follows:

- CAC/Community Outreach Meetings (4)
3. Amend the first sentence of Exhibit A – Scope of Work/Payment Provisions, Paragraph B Payment Provisions, B.1 Compensation/Payment to read as follows:

County shall pay an amount not to exceed \$568,575 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

4. Amend Exhibit A – Scope of Work/Payment Provisions, Paragraph B. Payment Provisions, B.1 Compensation/Payment, shall be amended as follows:

Task	KHA Hours	Estimated Task Budget
Task 5 – Additional Review and Revisions	40	\$10,000
Task 8 – Additional Outreach	80	20,000
Contingency	20	5,000
TOTAL	140	\$35,000

Estimated task budgets based on rate schedule/range of rates for professional staff established within primary agreement.

5. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
6. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____

Contracts/Purchasing

Date: _____

Approved as to Form

Office of the County Counsel

Leslie J. Girard, County Counsel

By: _____

Kelly Donlon
Assistant County Counsel

Date: _____

Approved as to Fiscal Provisions

By: _____

Auditor/Controller

Date: _____

Approved as to Liability Provisions

Office of the County Counsel-Risk Management

Leslie J. Girard, County Counsel

By: _____

N/A
Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: _____ approved on _____.

*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.

Kimley-Horn and Associates, Inc.

Contractor's Business Name

By: _____

(Signature of Chair, President or Vice President)

Frederik Venter, P.E., Vice President

(Print Name and Title)

Date: _____

By: _____

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

Adam Dankberg, P.E., Assistant Secretary

(Print Name and Title)

Date: _____

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