

Attachment A

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**AMENDMENT NO. 7
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 7 to the Professional Services Agreement No. A-12164 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 a Professional Services Agreement No. A-12164 with County on January 10, 2012 (“Agreement”) to provide engineering services associated with the Countywide Fee Program Nexus Study; Agriculture and Winery Corridor Plan Impact Fee based on the October 26, 2010 adoption of the 2010 Monterey County General Plan (GP); Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation; and California Environmental Quality Act Environmental (CEQA) Review for the CVTIP through June 30, 2013 for an amount not to exceed \$255,163;

WHEREAS, Agreement was amended by the Parties on January 8, 2013 (“Amendment No. 1”) to provide for the inclusion of additional engineering services for the analysis of corridor improvements on Carmel Valley Road to provide the Countywide Fee Program Nexus Study; Agriculture and Winery Corridor Plan Impact Fee based on the 2010 adoption of the GP; CVTIP Traffic Analysis and Fee Calculation; and CEQA Environmental Review for the CVTIP, to extend the term for six additional months through December 31, 2013, and to increase the amount by \$97,090 which resulted in a total not to exceed amount of \$352,253;

WHEREAS, Agreement was amended by the Parties on December 20, 2013 (“Amendment No. 2”) to expand the study area of the Carmel Valley Road Corridor from Laureles Grade to Boronda Road, to extend the term for one additional year through December 31, 2014, and to increase the amount by \$12,090 which resulted in a total not to exceed amount of \$364,343;

WHEREAS, Agreement was amended by the Parties on August 1, 2014 (“Amendment No. 3”) to include revisions to Task 1, Countywide Fee Program Nexus Study, to include additional effort associated with the adoption of the Countywide Fee Program, to extend the term for one additional year through December 31, 2015, and to increase the amount by \$7,365 which resulted in a total not to exceed amount of \$371,708;

WHEREAS, Agreement was amended by the Parties on December 17, 2015 (“Amendment No. 4”) to extend the term for eighteen additional months through June 30, 2017 with no increase in the not to exceed amount;

WHEREAS, Agreement was amended by the Parties on June 26, 2017 (“Amendment No. 5”) to extend the term for one additional year through June 30, 2018 with no increase in the not to exceed amount;

WHEREAS, Agreement was amended by the Parties on June 29, 2018 (“Amendment No. 6”) to extend the term for three additional years through June 30, 2021 with no increase in the not to exceed amount;

WHEREAS, the Carmel Valley Road Corridor Study and the Countywide Fee Program Nexus Study have been completed;

WHEREAS, additional time is necessary as The Countywide Fee Program Nexus Study Ordinance requires approval by the Board of Supervisors and because County Staff is still determining the Project’s next steps;

WHEREAS, the Parties wish to further amend the Agreement to extend the term for one additional year to June 30, 2022 with no associated dollar amount increase to allow CONTRACTOR to continue to provide services identified in 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 13, 2011 to June 30, 2022, unless sooner terminated pursuant to the terms of this Agreement.

2. Amend County information in Section 16.0 “Notices” to read as follows:

FOR COUNTY:

Shandy Carroll, Management Analyst III
County of Monterey, Housing and Community Development
Phone: (831) 784-5643
Email: 194-HCD-Contracts@co.monterey.ca.us

3. In all places within the Agreement, any reference to County’s email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with 194-HCD-Finance@co.monterey.ca.us.
4. All references to the Resource Management Agency (RMA) in the Agreement or Amendment Nos. 1 through 6 shall be understood to mean Housing and Community Development (HCD) to the extent applicable.
5. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force and effect.
6. This Amendment No. 7 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. 7 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

Date:

**Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel**

By: DocuSigned by:
Robert I. Brayer
552240DDAE904B8... Robert I. Brayer
Deputy County Counsel

Date: 6/7/2021

Approved as to Fiscal Provisions

By: DocuSigned by:
Joey Nolasco
F80C442ED06B437... Auditor/Controller

Date: 6/7/2021

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

By: _____
Leslie J. Girard
County Counsel

Date: _____

Kimley-Horn and Associates, Inc.
Contractor's Business Name

By: DocuSigned by:
Adam Dankberg
(Signature of Chair, President or Vice President)

Its: Adam Dankberg, P.E., Vice President
(Print Name and Title)

Date: 6/7/2021

By: DocuSigned by:
Kwasi Akwabi
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Kwasi Akwabi, P.E., Assistant Secretary
(Print Name and Title)

Date: 6/7/2021

*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) managing members. 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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