

**AMENDMENT NO. 3
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 3 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Kimley-Horn and Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties").

WHEREAS, CONTRACTOR entered into a Professional Services Agreement with County on January 10, 2012 (hereinafter, "Agreement"); and

WHEREAS, Agreement was amended by the Parties on January 8, 2013 (hereinafter, "Amendment No. 1"), and December 20, 2013 (hereinafter, "Amendment No. 2"); and

WHEREAS, engineering services associated with the Countywide Fee Program Nexus Study; Agriculture and Winery Corridor Plan Impact Fee based on the recent adoption of the General Plan Update; Carmel Valley Transportation Improvement Program (CVTIP) Traffic Analysis and Fee Calculation; California Environmental Quality Act (CEQA) Environmental Review for the CVTIP; and Carmel Valley Road Corridor Study, have not been completed; and

WHEREAS, to address comments/suggestions raised at the February 26, 2014 Planning Commission Hearing additional work is required; and

WHEREAS, the Parties wish to amend the Agreement to include revisions to Task 1, Countywide Fee Program Nexus Study, to include additional effort associated with the adoption of the Countywide Fee Program; and

WHEREAS, additional time and funding are necessary; and

WHEREAS, the Parties wish to amend the Agreement to extend the term to December 31, 2015 and to increase the amount by \$7,365 to continue to provide services identified in the Agreement and as amended by this Amendment No. 3.

Amendment No. 3 to Professional Services Agreement
Kimley-Horn and Associates, Inc.
Traffic Impact Fee Programs
RMA – Public Works
Term: December 13, 2011 – December 31, 2015
Not to Exceed: \$371,708

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

1. Amend the first sentence of Paragraph 1, "Services to be Provided", to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A, A-1, A-2 and A-3** in conformity with the terms of this Agreement.

2. Amend Paragraph 2, "Payments by County", to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, A-2 and A-3**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$371,708.

3. 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 December 31, 2015, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4, "Additional Provisions/Exhibits", by adding "Exhibit A-3, Scope of Services/Payment Provisions".

5. All other terms and conditions of the Agreement remain unchanged and in full force.

6. This Amendment No. 3 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. 3 to the Agreement as of the day and year written below:

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Date: _____

**Approved as to Form and Legality
Office of the County Counsel**

By: Cynthia L. Olson
Deputy County Counsel

Date: 6-25-14

Approved as to Fiscal Provisions

By: [Signature]
Auditor/Controller

Date: 6-25-14

Approved as to Indemnity and Insurance Provisions

By: _____
Risk Management

Date: _____

Kimley-Horn and Associates, Inc.

Contractor's Business Name

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

Its: Randy Durrenberger, Vice President
(Print Name and Title)

Date: 6/24/14

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

Its: Felicia C. Dunn, Secy.
(Print Name and Title)

Date: 6/24/14

*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

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EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Amendment to Task 1: Countywide Fee Program Nexus Study

Amend Kimley-Horn and Associates, Inc. (KHA) Agreement for Countywide Nexus Fee Study / Carmel Valley Transportation Improvement Program (CVTIP) / Agriculture and Winery Corridor Plan (AWCP) Fee Study / Carmel Valley Road Corridor Study, to include additional effort associated with the adoption of the Countywide Fee Program.

KHA shall provide the following tasks:

Task 1.10: Revisions to Countywide TIF Nexus Study

Update Nexus Study dated February 12, 2014, with the following revisions:

- Remove project #2: Corral de Tierra Road Improvements and add corresponding text discussing the deficiency. Update fee calculations, figures and text accordingly.
- Add agriculture as a land use category, with a rate of two (2) daily trips/acre, and corresponding text
- Add text discussing applicability to the Coastal Zone

Deliverable: Updated Nexus Study Report

Task 1.11: Update Public Presentation

Update February 26, 2014, Planning Commission Presentation with the following revisions:

- Revise slides to focus on high-level fee program concepts and benefits
- Calculate and prepare graphics indicating the proportion of each zone's fee associated with projects in its vicinity
- Add discussion regarding the relationship to the Castroville Community Plan
- Updated Nexus Study fee calculations and findings from Task 1.10

Deliverable: Updated PowerPoint Presentation

Task 1.12: Additional Meetings and Reviews

Attend Planning Commission Meeting where draft ordinances will be presented.

Review draft ordinances to be prepared by County staff.

Coordinate with County staff on preparation of presentations to Planning Commission and Board of Supervisors. Review comments received from Planning Commission and Board of Supervisors with County staff.

EXHIBIT A-3 – SCOPE OF SERVICES/PAYMENT PROVISIONS

Monterey County Traffic Impact Fee Program Development - 3/10/14 Amendment

Classification Role	Countywide Traffic Impact Fee Program Development - 3/10/14 Amendment							Total Hours	Labor Cost	Expenses	Total Cost
	P5 Project Manager	P4 Analysis/ Modeling	P3 Analysis/ Mapping	P2 Deficiency Analysis	Accounting	Admin/ Support					
Hourly Rate	\$160.00	\$125.00	\$115.00	\$105.00	\$100.00	\$75.00					
1.10 Revisions to Nexus Study	6	10			3	3		22	\$2,735	\$100	\$2,835
1.11 Update Public Presentation	7	4				2		13	\$1,770	\$100	\$1,870
1.12 Additional Meetings and Reviews	16							16	\$2,560	\$100	\$2,660
Total KHA Labor Hours	29	14	0	0	3	5		51			
Total KHA Labor	\$4,640	\$1,750	\$0	\$0	\$300	\$375			\$7,065	\$300	\$7,365
Amendment Cost											
Amended Total Countywide TIF Cost											\$84,465
Amended Total Contract Amount											\$371,708

3/10/2014