

**RENEWAL AND AMENDMENT 7
TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND
KENNEDY/JENKS CONSULTANTS**

THIS RENEWAL AND AMENDMENT 7 is made to the AGREEMENT, by and between Kennedy/Jenks Consultants, hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY", for the provision of environmental consulting services for the Lake San Antonio Resort/Marina site.

WHEREAS, the COUNTY and CONTRACTOR previously entered into the original AGREEMENT on March 1, 2016, in an amount not to exceed \$36,000 through February 28, 2017; and

WHEREAS, the COUNTY and CONTRACTOR amended the AGREEMENT, to increase the amount of the AGREEMENT by \$21,000, from \$36,000 to \$57,000, and extended the term by two years through February 28, 2019; and,

WHEREAS, the COUNTY and CONTRACTOR further amended the AGREEMENT to increase the amount of the AGREEMENT by \$13,500, from \$57,000 to \$70,500, with no extension of time; and,

WHEREAS, the COUNTY and CONTRACTOR further amended the AGREEMENT to increase the amount of the AGREEMENT by \$8,000, from \$70,500 to \$78,500, with no extension of time; and,

WHEREAS, the COUNTY and CONTRACTOR further amended the AGREEMENT to increase the amount of the AGREEMENT by \$110,000, for a new total amount not to exceed \$188,500, with a revised scope of services and extending the AGREEMENT to September 1, 2020; and,

WHEREAS, the COUNTY and CONTRACTOR further amended the AGREEMENT to increase the amount of the AGREEMENT by \$495,000, for a new total amount not to exceed \$683,500, and extending the AGREEMENT to September 1, 2022; and,

WHEREAS, the COUNTY and CONTRACTOR further amended the AGREEMENT to extend the AGREEMENT by one year – through September 1, 2023; and,

WHEREAS, the COUNTY and CONTRACTOR wish to renew and amend the AGREEMENT by extending the AGREEMENT for one year through September 1, 2024, and adding \$44,740.53 to the AGREEMENT for a total not to exceed amount of \$743,000; **NOW THEREFORE**,

The COUNTY and CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

1. **Section 2, "PAYMENTS BY COUNTY,"** shall be amended by removing "The

total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$683,500” and replacing it with: "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of \$743,000."

2. **Section 3, “TERM OF AGREEMENT,”** shall be amended by removing “The term of this Agreement is from March 1, 2016 to September 1, 2022” and replacing it with: “The term of this Agreement is from March 1, 2016 to September 1, 2024.”

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT 6 and shall continue in full force and effect, as set forth in the AGREEMENT.

4. A copy of the AMENDMENT 6 shall be attached to the original AGREEMENT executed by the COUNTY on March 30, 2016.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

CONTRACTOR

Leslie J. Girard
County Counsel

By:
Signature of Chair, President, or
Vice-President

Dated:

Printed Name and Title

Approved as to Fiscal Provisions:

Dated:

N/A

Deputy Auditor/Controller

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

Dated:

Printed Name and Title

Approved as to Liability Provisions:

Dated:

N/A

Risk Management

Dated:

Approved as to Form:

N/A

Deputy County Counsel

Dated:

*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.