

**AMENDMENT #2 TO AGREEMENT FOR PROFESSIONAL SERVICES**  
**BETWEEN**  
**THE TRANSPORTATION AGENCY FOR MONTEREY COUNTY**  
**AND**  
**KIMLEY-HORN AND ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to the agreement dated June 24, 2020, between the Transportation Agency for Monterey County, hereinafter referred to as "TAMC," and Kimley-Horn and Associates, Inc., hereinafter referred to as "Consultant," is hereby entered into between TAMC and the Consultant.

**RECITALS:**

- A. **WHEREAS**, TAMC and Consultant entered into an agreement for professional services on June 24, 2020 hereinafter referred to as "Agreement;" and
- B. **WHEREAS**, seven jurisdictions opted to participate in this shared contract administered by TAMC for Technical Assistance for Vehicle Miles Traveled Threshold Development; and
- C. **WHEREAS**, technical assistance is completed, and reimbursement requests submitted for the cities of Gonzales, Greenfield, King City, Pacific Grove, Soledad and Sand City;
- D. **WHEREAS**, technical assistance is on-going for the County of Monterey;
- E. **WHEREAS**, TAMC and Consultant desire to extend the schedule as stated in the Consultant Agreement in order to extend the end date the initial contract to accommodate on-going coordination with Monterey County.

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

**1. TERM OF AGREEMENT**

The term of this agreement is extended to December 31, 2021.

**2. TOTAL COMPENSATION**

The amendment does not change the original not to exceed amount. The total compensation to be paid pursuant to this Agreement as amended shall not exceed one hundred and thirty thousand, three hundred and ten dollars (\$130,310).

**3. REMAINDER OF TERMS UNCHANGED**

All other terms of the Agreement, including the "not to exceed" amount of \$130,310 remain in full effect.

An executed copy of this Amendment No. 2 shall be attached to the Agreement and shall be incorporated as if fully set forth therein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment to the Agreement with Kimley-Horn and Associates, Inc.

Transportation Agency for Monterey  
County

Kimley-Horn and Associates, Inc.

By: \_\_\_\_\_  
Debra L. Hale  
Executive Director

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Dated: \_\_\_\_\_

INSTRUCTIONS: If Consultant is a corporation (including limited liability and nonprofit corporations), the full legal name of the corporation shall be set forth together with the signatures of two specified officers (e.g., (1) chairperson of the board, the president or any vice president and (2) the secretary, any assistant secretary, the chief financial officer or any assistant treasurer). If Consultant is a partnership, the name of the partnership shall be set forth together with the signature of a partner with authority to execute this Agreement on behalf of the partnership. If Consultant is contracting in an individual capacity, the individual shall set forth the name of his or her business, if any, and shall personally sign the Agreement.

\* \* \* \* \*

Approved as to form:

\_\_\_\_\_  
TAMC Counsel

Dated: \_\_\_\_\_

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For TAMC internal use:

Work Element number to be used for the  
contract: \_\_\_\_\_