

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE COUNTY OF SHASTA AND KIMLEY-HORN AND ASSOCIATES, INC.,
FOR THE PURPOSE OF PREPARING ENVIRONMENTAL DOCUMENTS
FOR THE TIERRA ROBLES PROJECT**

This first Amendment is entered into between the County of Shasta ("County"), a political subdivision of the State of California, and Kimley-Horn and Associates, Inc., a North Carolina Corporation ("Consultant").

RECITALS

WHEREAS, County and Consultant have previously entered into an agreement on November 3, 2015, for the purpose of preparing environmental documents for the Tierra Robles project (the "Agreement"); and

WHEREAS, County and Consultant desire to amend the Agreement to increase compensation for the services to be provided by \$34,740 (from \$249,261 to \$284,001); and

WHEREAS, County and Consultant desire to modify the term of the agreement; and

WHEREAS, County and Consultant desire to amend the agreement to add additional services to be provided by Consultant.

NOW, THEREFORE, the Agreement is amended as follows:

I. Section 3, "Compensation" is amended to read in its entirety as follows:

3. COMPENSATION

Consultant shall be paid an amount not to exceed \$284,001, for services prescribed in this agreement and in accordance with the provisions of ATTACHMENT C. In no event shall compensation to Consultant exceed the amounts deposited or paid by Applicant pursuant to the Applicant Contract.

II. Section 5, "Term of Agreement" is amended to read in its entirety as follows:

5. TERM OF AGREEMENT

This agreement shall commence as of the date it has been signed by Consultant and County, and shall end upon: (1) certification of the Final EIR and acceptance by County of the Final MMRP, or (2) June 30, 2019, whichever first occurs.

- III. Task 5.2, "Meeting Attendance" of Attachment A Proposal, is amended to read in its entirety as follows:

Task 5.2 Meeting Attendance

Consultant shall participate in meetings with County staff, which meetings may include affected jurisdictions, agencies, organizations and others as County determines appropriate and necessary, as well as attendance and participation in meetings and public hearings before the Planning Commission and Board of Supervisors as follows:

- Four (4) meetings with County staff before April 24, 2018.
- Up to six (6) meetings with County staff after April 24, 2018.
- Up to two (2) meetings/hearings before the Planning Commission and up to Two (2) meetings/hearings before the Board of Supervisors during review of the EIR with presentations as necessary, as determined by County.

IV. **REAFFIRMATION**

In all other respects, the Agreement, as amended, and any attachments, remains in full force and effect.

V. **ENTIRE AGREEMENT**

The Agreement, as amended, and any attachments, constitute the entire understanding between County and Consultant.

VI. **EFFECTIVE DATE**

Unless otherwise provided, this First Amendment shall be deemed effective as of the last date it is signed by both Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment to the Agreement. By their signatures below, each signatory represents that he/she has the authority to execute this First Amendment and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SHASTA

Date: _____

LES BAUGH, CHAIRMAN
Board of Supervisors
County of Shasta
State of California

ATTEST:

LAWRENCE G. LEES
Clerk of the Board of Supervisors

By: _____
Deputy

Approved as to form:
RUBIN E. CRUSE, JR
County Counsel

RISK MANAGEMENT APPROVAL

By: James R. Ross 5/8/18
ASST. County Counsel

By: [Signature] 05/08/18

CONSULTANT
Kimley-Horn and Associates, Inc.,
A North Carolina Corporation
Federal Tax ID # 56-0885615 KHAC
03

Date: MAY 3, 2018

By: Anthony Podgornik PE 67749
Anthony Podgornik, VICE PRESIDENT

Date: MAY 03, 2018

By: [Signature]
Paul A. Klein, Assistant Secretary