

**THIRD AMENDMENT TO TEMPORARY PERSONNEL SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND
KIMLEY-HORN AND ASSOCIATES**

This Third Amendment to Consultant Services Agreement, dated _____, is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY") and KIMLEY-HORN AND ASSOCIATES, INC. ("AGENCY").

WHEREAS, on March 31, 2017, CITY and AGENCY entered into an agreement for specialized services in relation to temporary staffing to support City staff in review and design of traffic signal design and modification plans, signing and striping plans, and off-site improvement plans, and provide general assistance with other various traffic engineering and design projects as assigned.; and

WHEREAS, on December 15, 2017, CITY and AGENCY entered into a First Amendment to Consultant Services Agreement whereby the total compensation payable under the Agreement was increased from \$95,000.00 to \$245,000.00; and

WHEREAS, on April 3, 2018, CITY and AGENCY entered into a Second Amendment to extend the time for performance through March 31, 2019 and replace the compensation schedule with exhibit "B-1"; and

WHEREAS, the parties now agree that a Third Amendment to said Agreement is advisable;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT:

4. Payment of Fees and Expenses

[Replace the second sentence of this section with the following:]

Total compensation shall not exceed Three Hundred Ninety-Five Thousand and no/100 Dollars (\$395,000.00) unless upon written modification to this Agreement.

All other terms and conditions remain unchanged.

IN WITNESS WHEREOF, the parties have executed this Agreement Amendment.

ATTEST:

CITY OF SUNNYVALE ("CITY")

By _____
City Clerk

By _____
City Manager

APPROVED AS TO FORM:

KIMLEY-HORN AND ASSOCIATES, INC.
("AGENCY")

By _____
City Attorney

By _____

Name and Title

By _____

Name and Title