FIFTH AMENDMENT TO
NAPA COUNTY AGREEMENT NO. 170474B

PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO AGREEMENT NO. 170474B is made and entered into as of this _____ day of _____, _____, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and "FEHR & PEERS," a California corporation, whose business address is 100 Pringle Avenue, Suite 600, Walnut Creek, California, 94596, hereinafter referred to as "CONSULTANT."

RECITALS

WHEREAS, COUNTY has previously engaged CONSULTANT for the purpose of assisting COUNTY with the review and update of the Circulation Element of the General Plan, preparation of a nexus study to establish a Countywide Transportation Impact Fee (TIF) program and evaluation and potential update to the existing Traffic Mitigation Fee (TMF) program for the Napa Valley Business Park Area as well as in developing Vehicle Miles Traveled (VMT) analysis and procedures consistent with the requirements of Senate Bill 743 and preparation of thresholds and mitigation strategies; and

WHEREAS, COUNTY desires further assistance from CONSULTANT in researching and providing left hand turn lane warrant analysis; and

WHEREAS, COUNTY and CONSULTANT have previously amended Agreement No. 170474B ("Agreement") to include additional services to be performed; and

WHEREAS, COUNTY amended the Agreement on June 8, 2021, ("Amendment 4) to extend the term of the agreement and increase the maximum amount of compensation to CONSULTANT from $300,935 to $365,935; and

WHEREAS, COUNTY now desires to amend the Agreement to extend the term of the agreement.

TERMS

NOW, THEREFORE, the Parties hereby amend Agreement No. 170474B in accordance with the terms and conditions set forth herein:

1) Paragraph 1 is hereby amended to read in full as follows:

   a. **Term of the Agreement.** The term of this Agreement shall commence on the date first above written and shall expire June 30, 2024 except that the obligations of the parties under Paragraphs 7 (Insurance) and 8 (Indemnification) shall continue in full force and effect after said expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also

continue after said expiration date or early termination in relation to the obligations prescribed by Paragraphs 15 (Confidentiality), 20 (Taxes) and 21 (Access to Records/Retention). The term of this Agreement shall be automatically renewed for an additional year at the end of each fiscal year, under the terms and conditions then in effect, not to exceed one (1) additional year, unless either party gives the other party written notice of intention not to renew no less than thirty (30) days prior to the expiration of the then current term. For purposes of this Agreement, "fiscal year" shall mean the period commencing on July 1 and ending on June 30.

2) Except as otherwise provided herein, the terms and conditions of Agreement No. 170474B shall remain in full force and effect.

IN WITNESS WHEREOF, this Fifth Amendment to the Agreement was executed by the parties hereto as of the date first above written.

FEHR & PEERS

By _____
JULIE K. MORGAN, Principal

"CONSULTANT"

NAPA COUNTY, a political subdivision of the State of California

By _____
BELIA RAMOS, Chair
Napa County Board of Supervisors

"COUNTY"

APPROVED AS TO FORM:

By: *Laura J. Anderson (e-signature)*
Deputy County Counsel
Date: April 17, 2023