

**City of King  
Comprehensive Planning Services Agreement Addendum**

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) and the City of King (“Client”) hereby agree that the terms, conditions, and provisions set forth in this Comprehensive Planning Services Agreement Addendum (“Addendum”) are incorporated into the parties’ Letter Agreement for Professional Services for a Comprehensive Plan Update (“Agreement”). As used herein “Standard Provisions” shall mean the KIMLEY-HORN AND ASSOCIATES, INC. NEGOTIATED STANDARD PROVISIONS attached to the Agreement. Unless otherwise stated herein, terms used in this Addendum shall have the same meaning as set forth in the Agreement.

**Commented [TA1]:** By editing the Addendum as follows, there will be no conflicting terms in the two documents.

1. **Insurance.** Kimley-Horn shall at all times during the term of the Agreement and its performance of service under the Agreement have in place the following insurance policies: (a) liability insurance that includes coverage for professional services required by the Agreement with a minimum limit of \$1,000,000.00; and (b) workers compensation insurance to lawfully cover itself, and any and all of its employees, contractors, or subcontractors employed in the provision of any work or services under the Agreement, or as otherwise required by law. Kimley-Horn shall furnish proof of such insurance to Client upon Client’s request.

**Commented [TA2]:** Retainage is more appropriate in construction agreements and is not relevant for planning services/services in this Agreement. Our terms require payment as services are rendered. We have agreed to extend the payment timeline in our standard provisions, removed termination for convenience from the terms, and agreed to include the non-appropriate clause you provided below.

2. **Non-appropriation.** Notwithstanding anything to the contrary within the Agreement, all financial obligations of the City under the Agreement are dependent upon, and subject to, the continuing allocation of funds by the City Council for such purpose. The Agreement shall automatically terminate if such funds cease to be allocated or available for any reason. No provision of the Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the City within the meaning of any constitutional debt limitation.

**Commented [TA3]:** These revisions have been made directly in the negotiated standard provisions, thus it is unnecessary to include them here.

3. **Limitation on Indemnification by City.** Any indemnification by the City shall not extend to circumstances in which such indemnification would amount to a waiver of the City’s constitutional or governmental immunity, nor shall it extend to actions or omissions of any person or entity other than the City or the City’s elected officials and employees.

4. **Non-discrimination.** Kimley-Horn agrees that in providing services under the Agreement it shall not discriminate on the basis of race, color, national origin, limited English proficiency, income level, sex, age, or disability.

5. **Finance pre-audit.** This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.**

**KIMLEY-HORN AND ASSOCIATES, INC.**

**CITY OF KING, NC**

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