

**AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE COUNTY OF MONTEREY AND  
HARRIS & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 3** to Professional Services Agreement No. A-15574 between the County of Monterey, a political subdivision of the State of California (“County”) and Harris & Associates, Inc. (“CONTRACTOR”), is hereby entered into between the County and the CONTRACTOR (collectively, the “Parties”) and effective as of the last date opposite the respective signatures below;

**WHEREAS**, CONTRACTOR entered into Professional Services Agreement No. A-15574 with the County on November 2, 2021 (“Agreement”) to provide On-Call Planning Consultant Services through October 31, 2024, for an amount not to exceed \$200,000;

**WHEREAS**, the Agreement was amended by the Parties on September 21, 2023 (“Amendment No. 1”) to update the CONTRACTOR’s rates and increase the Agreement amount by \$60,000 for a new not to exceed amount of \$260,000 without change to the term of the Agreement;

**WHEREAS**, the Agreement was amended by the Parties on October 30, 2024 (“Amendment No. 2,” including Exhibit A-1 – Scope of Work/Payment Provisions) to update the CONTRACTOR’s rates and the Agreement’s provisions, increase the Agreement amount by \$60,000 for a new not to exceed amount of \$320,000, and extend the Agreement one year to October 31, 2025;

**WHEREAS**, it is necessary to update certain provisions of the Agreement;

**WHEREAS**, the County has an ongoing need for services;

**WHEREAS**, revisions to the CONTRACTOR’s rates are necessary;

**WHEREAS**, it is necessary to extend the term of the Agreement and allocate additional funding to enable CONTRACTOR to continue providing services; and

**WHEREAS**, the Parties wish to further amend the Agreement to revise the Fee Schedule, update the Agreement’s provisions, increase the Agreement amount by \$60,000 for a new not to exceed amount of \$380,000, and extend the term one (1) additional year to October 31, 2026.

Amendment No. 3 to Professional Services Agreement A-15574  
Harris & Associates, Inc.  
On-Call Planning Consultant Services (RFQ #10786)  
Housing and Community Development  
Term: November 1, 2021 – October 31, 2026  
Not to Exceed: \$380,000

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

1. Amend the first sentence of Paragraph 1.0, "Services to be Provided," to read as follows:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibits A through A-2**, in conformity with the terms of this Agreement.

2. Amend Paragraph 2.0, "Payments by County," to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A through A-2** subject to limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of **\$380,000**.

3. Amend the first sentence of Paragraph 3.0, "Term of Agreement," to read as follows:

The term of this Agreement is from November 1, 2021 to October 31, 2026, unless sooner terminated pursuant to the terms of this Agreement.

4. Amend Paragraph 4.0, "Additional Provisions/Exhibits," to include **Exhibit A-2, Scope of Work/Payment Provisions**.

5. Replace Paragraph 9.02, "Qualifying Insurers," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

6. Replace Paragraph 9.03, "Insurance Coverage Requirements," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

**Commercial General Liability Insurance:** Including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate.

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*(Note: Any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Auto Liability Coverage: Must include all motor vehicles, including scheduled, , non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

*(Note: Any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Workers' Compensation Insurance: If CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

*(Note: Any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)*

Professional Liability Insurance: If required for the professional services being provided (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

*(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional contractors, such as computer or software designers, technology services, and service providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)*

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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7. Retitle Paragraph 9.04, "Other Insurance Requirements," to "Other Requirements."
8. Amend Paragraph 9.04, "Other Requirements," subparagraph "Additional Insured Status" of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONTRACTOR. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38, and CG 20 37 if a later edition is used).

9. Amend Paragraph 9.04, "Other Requirements," subparagraph "Primary Coverage," of Section 9.0, "Insurance Requirements," to read in its entirety as follows:

For any claims related to this contract, the CONTRACTOR's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

10. Amend Paragraph 9.04, "Other Requirements," subparagraph titled "Waiver of Subrogation," of Section 9.0, "Insurance Requirements," to be retitled "Workers' Compensation Waiver of Subrogation," and to read in its entirety as follows:

Workers' Compensation Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

11. Amend Section 10.0, "Records and Confidentiality," to add subparagraph 10.06, "Format of Deliverables," to read in its entirety as follows:

10.06 Format of Deliverables. For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility/>.

12. Amend Section 14.0, "Notices," to update CONTRACTOR's address to:

60 W. Alisal Street, Suite 200  
Salinas, CA 93901

13. Section 15.0, "Miscellaneous Provisions," is hereby amended to delete subparagraph 15.08, "Compliance with Applicable Law," in its entirety. The remaining subparagraphs 15.09 through 15.13 are hereby renumbered 15.08 through 15.12, respectively, to maintain sequential numbering.

14. Section 15.0, "Miscellaneous Provisions," is hereby amended to delete subparagraph 15.14, "Counterparts," in its entirety. The remaining subparagraphs 15.15 through 15.18

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are hereby renumbered 15.13 through 15.16, respectively, to maintain sequential numbering.

15. Amend the first sentence of Exhibit A – Scope of Work/Payment Provisions, Section B. “Payment Provisions,” Paragraph B.1 “Compensation/Payment,” to read as follows:

County shall pay an amount not to exceed \$380,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

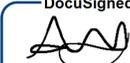
16. Amend Exhibit A – Scope of Work/Payment Provisions, Section B., “Payment Provisions,” Paragraph B.2, “Contractor’s Billing Procedures,” to update CONTRACTOR’s fee schedule, which is set forth in Exhibit A-2.
17. Except as amended herein, all other terms and conditions of the Agreement, including all Exhibits thereto, remain in full force and effect.
18. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*

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IN WITNESS WHEREOF, the County and CONTRACTOR have executed this Amendment No. 3 as of the day and year written below.

**COUNTY OF MONTEREY**

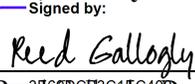
DocuSigned by:  
By:   
Chief Contracts and Procurement Officer

Date: 10/14/2025

By: N/A  
Craig W. Spencer, Director

Date: \_\_\_\_\_

**Approved as to Form  
County Counsel  
Susan K. Blich, County Counsel**

Signed by:  
By:   
Reed Gallogly, Deputy County Counsel

Date: 10/6/2025

**Approved as to Fiscal Provisions**

DocuSigned by:  
By:   
Patricia Ruiz, Auditor/Controller

Date: 10/6/2025

**Reviewed as to Liability Provisions  
Office of the County Counsel-Risk Management**

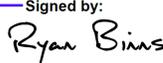
By: N/A  
David Bolton, Risk Manager

Date: \_\_\_\_\_

**County Board of Supervisors' Agreement Number: A-15574 approved on November 2, 2021.**

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers (Corporations Code §17703.01, subds. (a) and (d)). If the CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

**HARRIS & ASSOCIATES, INC.**

Signed by:  
By:   
(Chair, President, or Vice President)

Ryan Binns, Vice President  
Name and Title

Date: 9/25/2025

Signed by:  
By:   
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Karen Freeman, Interim CFO  
Name and Title

Date: 10/2/2025

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**EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS**

**To Agreement by and between  
County of Monterey, hereinafter referred to as “County”  
and  
Harris & Associates, Inc., hereinafter referred to as “CONTRACTOR”**

**B. PAYMENT PROVISIONS**

**B.2 CONTRACTOR’S BILLING PROCEDURES**

Standard Hourly Billing Rates  
For Environmental and Planning Consultant Staff  
Effective November 1, 2025 – October 31, 2026

<b>ENVIRONMENTAL + CONSULTING SERVICES</b>	<b>HOURLY RATE</b>
Directors, Senior Directors, Vice Presidents	\$265 - \$415
Environmental Counsel (Licensed Attorney)	\$475
Project Managers, Senior Staff	\$175 - \$280
Project Analysts	\$100 - \$205
Technical and Administrative Support	\$90 - \$195

\*\*\*\*THIS SECTION INTENTIONALLY LEFT BLANK\*\*\*\*