

**AMENDMENT NO. 1  
TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
HARRIS & ASSOCIATES, INC.**

**THIS AMENDMENT NO. 1** to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (hereinafter, "County") and Harris & Associates, Inc. (hereinafter, "CONTRACTOR") is hereby entered into between the County and the CONTRACTOR (collectively, the "Parties") as of the last date opposite the respective signatures below.

**WHEREAS**, CONTRACTOR entered into a Professional Services Agreement with County on June 20, 2014 (hereinafter, "Agreement") to provide management of County Service Areas (CSA), County Sanitation Districts (CSD), and Closed County Disposal Sites for the County of Monterey, Resource Management Agency – Public Works; and

**WHEREAS**, the County has an increased need for full-time management of CSAs, CSDs, and Closed County Disposal Sites; and

**WHEREAS**, the CONTRACTOR'S original Payment Provisions are revised and effective upon execution of this Amendment No. 1 in accordance with Exhibit A-1, Revised Payment Provisions, which is attached and incorporated by this reference; and

**WHEREAS**, additional funding is necessary to retroactively allow for payment of services rendered on October 2, 9 and 10, 2014 (a total of 24 hours), and to allow for continued services under this Agreement; and

**WHEREAS**, the Parties wish to amend the Agreement to retroactively allow for payment of services rendered, to revise original Payment Provisions, and to increase the amount by \$100,640 to allow CONTRACTOR to continue to provide services identified in the Agreement and as amended by this Amendment No. 1.

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

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

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibits A and A-1, attached to the Agreement and this Amendment No. 1 respectively, and incorporated by this reference, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$200,000.

2. Amend Paragraph 4, effective execution of this Amendment No. 1, "Additional Provisions/Exhibits", by adding "Exhibit A-1, Revised Payment Provisions".

3. All other terms and conditions of the Agreement remain unchanged and in full force.
4. This Amendment No. 1 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.
5. The recitals to this Amendment No. 1 are incorporated into the Agreement and this Amendment No. 1.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the Agreement as of the day and year written below:

**COUNTY OF MONTEREY**

**CONTRACTOR\***

By: \_\_\_\_\_  
Contracts/Purchasing Officer

\_\_\_\_\_  
Harris & Associates, Inc.  
Contractor's Business Name

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

By: K. Dennis Klingelhofer  
(Signature of Chair, President or Vice President)

Its: K. DENNIS Klingelhofer, V.P.  
(Print Name and Title)

Date: 10-15-2014

Approved as to Form and Legality  
Office of the County Counsel

By: Mary Grace Perry  
Deputy County Counsel

By: [Signature]  
(Signature of Secretary, Asst. Secretary, CFO,  
Treasurer or Assistant Treasurer)

Its: Byron G. Tobey Jr  
(Print Name and Title) Secretary

Date: 10-16-2014

Date: 10-15-2014

Approved as to Fiscal Provisions

By: [Signature]  
Auditor/Controller

Date: 10-17-14

Approved as to Indemnity and Insurance Provisions

By: \_\_\_\_\_  
Risk Management

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

\*INSTRUCTIONS: IF CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement 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 the Agreement.

## EXHIBIT A - 1 - REVISED PAYMENT PROVISIONS

### Revised Payment Provisions

Ms. Redman's number of days/hours worked in the County's office is increased from three (3) days/24 hours per week to five (5) days/40 hours per week. The specific days she will be assigned to work at the County will be mutually agreed through June 30, 2015 to meet specific work requirements. If overtime work is requested and authorized by the County, hourly billing rates shall be multiplied by 150%.

Services provided under this Amendment No. 1 will be performed on an hourly basis in an additional amount of \$100,640 for a total Agreement amount not to exceed \$200,000.