

Attachment 5

Amendment No. 2 to PSA with
Harris and Associates, Inc.

THIS PAGE INTENTIONALLY LEFT BLANK

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-16047 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-16047 with the County on October 5, 2022 (“Agreement”) to provide an update to the General Plan Housing and Safety Elements and preparation of an Environmental Justice Element in a manner consistent with current State law (“Project”) through September 30, 2025, for an amount not to exceed \$967,520;

WHEREAS, on May 15, 2024, the Parties amended the Agreement (“Amendment No. 1” – including Exhibit A-1 – Scope of Work/Payment Provisions) to revise Task 7 – Environmental Analysis (CEQA Documentation) to add and remove specific tasks, extend the Agreement term by two (2) years, and increase the not to exceed amount by \$625,734 for a new not to exceed amount of \$1,593,254;

WHEREAS, additional funding is needed for continued project management and coordination and preparation of the County’s 6th Cycle Housing Element update and Safety Element update;

WHEREAS, the Agreement’s provisions require updating; and

WHEREAS, the Parties wish to further amend the Agreement to update the remaining scope of work related to Tasks 1, 3, 7, and 9; increase the budget amounts necessary to complete Tasks 1, 3, and 4; and increase the Agreement amount of \$1,593,254 by \$144,584 for a new not to exceed amount of \$1,737,838, without change to the Agreement’s term.

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

1. Amend Section 2, “Payments by County,” in its entirety to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, and A-2**, 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 \$1,737,838.

2. Amend Section 4, “Additional Provisions/Exhibits” to include “Exhibit A-2 - Scope of Work/Payment Provisions” which fully amends and replaces Task 1 – Project Management and Coordination; Task 3 – Update to the Housing Element (Sixth Cycle); Task 7 –

Environmental Analysis (CEQA – Safety and Environmental Justice Elements); and Task 9 – Environmental Analysis (CEQA – Housing Element).

3. Amend Section 9, “Insurance Requirements,” to replace Paragraph 9.02, “Qualifying Insurers,” in its entirety to read 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.

4. Amend Section 9.0, “Insurance Requirements,” to replace Paragraph 9.03, in its entirety, to read as follows:

Insurance Coverage Requirements: 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.

(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 motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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.

5. Amend Section 9.0, “Insurance Requirements,” to rename Paragraph 9.04, “Other Insurance Requirements,” to “Other Requirements.”
6. Amend Section 9.0, “Insurance Requirements,” to replace paragraphs three, four, and five of Paragraph 9.04, “Other Requirements,” to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status: 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 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).

Primary Coverage: 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.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 (5) calendar days after any change is made to 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 the County, annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) 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 the County, at its sole discretion, to terminate this Agreement immediately.

7. Amend Section 10.0, "Records and Confidentiality," to add Paragraph 10.06, "Format of Deliverables," to read as follows:

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 Forman (“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 the Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility>.

8. Amend Section 11.0, “Non-Discrimination,” in its entirety to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9. Amend CONTRACTOR information in Section 15, “Notices,” to read as follows:

FOR CONTRACTOR:
Hitta Mosesman, Vice President
101 Progress, Suite #250
Irvine, CA 92618
(949) 264-8572
Hitta.Mosesman@weareharris.com

10. Amend Section 16.0, “Miscellaneous Provisions,” to add Paragraph 16.16, “Independent Contractor Compliance with Government Code Section 1097.6(c),” to read as follows:

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant’s duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual,

preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
12. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

DocuSigned by:
By: Angelica Ruelas
Chief Contracts and Procurement Officer

Date: 8/18/2025

By: N/A
Craig W. Spencer, Director

Date: _____

**Approved as to Form
Office of the County Counsel¹
Susan K. Blicht, County Counsel**

Signed by:
By: Reed Gallogly
Deputy County Counsel

Date: 8/15/2025

Approved as to Fiscal Provisions²

DocuSigned by:
By: Patricia Ruiz
Auditor/Controller

Date: 8/18/2025

**Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management³**

By: N/A
David Bolton, Risk Manager

Date: _____

HARRIS & ASSOCIATES, INC.

DocuSigned by:
By: Hitta Mosesman
(Chair, President, or Vice President)

Hitta Mosesman, Vice President
Name and Title

Date: 8/15/2025

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

Preston Hatch, CFO
Name and Title

Date: 8/15/2025

County Board of Supervisors' Agreement Number: A-16047 approved on October 5, 2022.

*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.

¹ Approval by the Office of County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

**AMENDMENT NO. 2
TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
HARRIS & ASSOCIATES, INC.**

THIS AMENDMENT NO. 2 to Professional Services Agreement No. A-16047 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-16047 with the County on October 5, 2022 (“Agreement”) to provide an update to the General Plan Housing and Safety Elements and preparation of an Environmental Justice Element in a manner consistent with current State law (“Project”) through September 30, 2025, for an amount not to exceed \$967,520;

WHEREAS, on May 15, 2024, the Parties amended the Agreement (“Amendment No. 1” – including Exhibit A-1 – Scope of Work/Payment Provisions) to revise Task 7 – Environmental Analysis (CEQA Documentation) to add and remove specific tasks, extend the Agreement term by two (2) years, and increase the not to exceed amount by \$625,734 for a new not to exceed amount of \$1,593,254;

WHEREAS, additional funding is needed for continued project management and coordination and preparation of the County’s 6th Cycle Housing Element update and Safety Element update;

WHEREAS, the Agreement’s provisions require updating; and

WHEREAS, the Parties wish to further amend the Agreement to update the remaining scope of work related to Tasks 1, 3, 7, and 9; increase the budget amounts necessary to complete Tasks 1, 3, and 4; and increase the Agreement amount of \$1,593,254 by \$144,584 for a new not to exceed amount of \$1,737,838, without change to the Agreement’s term.

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

1. Amend Section 2, “Payments by County,” in its entirety to read as follows:

County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibits A, A-1, and A-2**, 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 \$1,737,838.

2. Amend Section 4, “Additional Provisions/Exhibits” to include “Exhibit A-2 - Scope of Work/Payment Provisions” which fully amends and replaces Task 1 – Project Management and Coordination; Task 3 – Update to the Housing Element (Sixth Cycle); Task 7 –

Environmental Analysis (CEQA – Safety and Environmental Justice Elements); and Task 9 – Environmental Analysis (CEQA – Housing Element).

3. Amend Section 9, “Insurance Requirements,” to replace Paragraph 9.02, “Qualifying Insurers,” in its entirety to read 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.

4. Amend Section 9.0, “Insurance Requirements,” to replace Paragraph 9.03, in its entirety, to read as follows:

Insurance Coverage Requirements: 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.

(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 motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or 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.

5. Amend Section 9.0, “Insurance Requirements,” to rename Paragraph 9.04, “Other Insurance Requirements,” to “Other Requirements.”
6. Amend Section 9.0, “Insurance Requirements,” to replace paragraphs three, four, and five of Paragraph 9.04, “Other Requirements,” to read as follows:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty (30) days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status: 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 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).

Primary Coverage: 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.

Workers' Compensation Waiver of Subrogation: The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against County, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against County, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements 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 (5) calendar days after any change is made to 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 the County, annual certificates to the County's Contract Administrator and the County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five (5) 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 the County, at its sole discretion, to terminate this Agreement immediately.

7. Amend Section 10.0, "Records and Confidentiality," to add Paragraph 10.06, "Format of Deliverables," to read as follows:

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 Forman (“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 the Agreement. Find more on Accessibility at this State website: <https://webstandards.ca.gov/accessibility>.

8. Amend Section 11.0, “Non-Discrimination,” in its entirety to read as follows:

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR’s employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

9. Amend CONTRACTOR information in Section 15, “Notices,” to read as follows:

FOR CONTRACTOR:
Hitta Mosesman, Vice President
101 Progress, Suite #250
Irvine, CA 92618
(949) 264-8572
Hitta.Mosesman@weareharris.com

10. Amend Section 16.0, “Miscellaneous Provisions,” to add Paragraph 16.16, “Independent Contractor Compliance with Government Code Section 1097.6(c),” to read as follows:

16.16 Independent Contractor Compliance with Government Code Section 1097.6(c). This section applies to those situations when a contractor/consultant is awarded a Contract for a preliminary phase of a project, with future phases to be bid separately. This section does not apply to those situations when a Contract is awarded for multiple phases of a project under a single contract/proposal. When applicable, and as described below, contractor/consultant’s duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity’s preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor/consultant’s participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual,

preliminary, or initial plans or specifications. Contractor/consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this agreement.

11. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
12. This Amendment No. 2 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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

IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 2 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

HARRIS & ASSOCIATES, INC.

By: _____
Chief Contracts and Procurement Officer

By: Hitta Mosesman
(Chair, President, or Vice President)

Date: _____

Hitta Mosesman, Vice President
Name and Title

By: N/A
Craig W. Spencer, Director

Date: 8/15/2025

Date: _____

By: Preston Hatch
(Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

**Approved as to Form
Office of the County Counsel¹
Susan K. Blich, County Counsel**

By: Reed Gallogly
Reed Gallogly, Deputy County Counsel

Preston Hatch, CFO
Name and Title

Date: 8/15/2025

Date: 8/15/2025

Approved as to Fiscal Provisions²

By: Patricia Ruiz
Auditor/Controller

Date: 8/18/2025

**Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management³**

By: N/A
David Bolton, Risk Manager

Date: _____

County Board of Supervisors' Agreement Number: A-16047 approved on October 5, 2022.

*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, subs. (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.

¹ Approval by the Office of County Counsel is required.

² Approval by Auditor-Controller is required.

³ Review by Risk Manager is required only if changes are made in the Indemnification or Insurance paragraphs.

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”**

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work as set forth below:

Task 1 – Project Management and Coordination

Task 1.1 – Kick-Off Meeting

Complete

Task 1.2 – Schedule

CONTRACTOR shall, working with County staff, update the project schedule within one month following receipt of CA HCD’s second findings letter (anticipated on or about August 26, 2025) and review the schedule at least once per month on-going.

Deliverable:

CONTRACTOR shall provide an updated schedule following CA HCD’s second findings letter, and may issue one additional update thereafter, for a total of two updates. The schedule will be reviewed monthly on an on-going basis and updated as necessary and within the stated limit.

Task 1.3 – Bimonthly Status Update Meetings

CONTRACTOR shall provide bi-monthly virtual meetings with County staff, determined by County Project Manager, during the process to review project status and verify that objectives and milestones are being achieved.

Deliverable:

CONTRACTOR shall coordinate bi-monthly virtual status update meetings (up to 12 meetings from the date of execution of this second amendment).

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Task 1.4 – Meeting Participation – Housing Element

CONTRACTOR shall coordinate with CA HCD staff on any questions related to new Housing Element requirements, respond to any CA HCD inquiries and requests for information. Coordination with CA HCD will also include review and discussion of findings from the second submission and third submission to address outstanding issues.

Following issuance of CA HCD certification, CONTRACTOR shall provide post-certification support as needed and as budget allows. This includes responding to follow-up questions from CA HCD prior to formal adoption by the legislative body, including but not limited to inquiries related to the Excel version of the sites inventory.

CONTRACTOR shall remain available to support the jurisdiction through the adoption hearing. Once the adoption hearing is completed, CONTRACTOR's post-certification responsibilities shall conclude.

Deliverables:

- *Participation in up to two (2) meetings with CA HCD staff, each up to 1.5 hours in duration, to review Housing Element submittals and respond to inquiries*
- *Participation in up to eight (8) coordination meetings with County staff, each up to 1 hour, to support CA HCD-related follow-up, debriefs, and response preparation*
- *Preparation of responses to CA HCD comments and requests for additional information, including revisions or clarifications to the sites inventory Excel file*

Task 1.5 – General Project Coordination

CONTRACTOR will provide project management support not tied to a specific task. Activities include coordination with County staff on scheduling, invoicing, budget tracking, and general status updates; internal team coordination on resource allocation and task progress; and follow-up on outstanding items to keep the project on track. Activities under this task support the day-to-day functioning of the project and ensure responsiveness to evolving priorities.

Deliverables

- *Monthly invoices and invoice summaries*
- *Internal team coordination and progress monitoring*

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Task 3 – Update to the Housing Element (Sixth Cycle)

Task 3.1 – Existing Housing Conditions and Need (including Special Housing needs)

Complete.

Task 3.1.1 – Community Profile/Housing Needs

Complete.

Task 3.1.2 – Housing Resources

Complete.

Task 3.1.3 – At-Risk Affordable Units

Complete.

Task 3.2 – Housing Constraints

Complete.

Task 3.3 – Review of the Existing Housing Element

Complete.

Task 3.4 – Sites Inventory

Complete.

Task 3.4.1 – Adequate Sites Analysis

Complete.

Task 3.4.2 – Develop Draft RHNA Land Inventory

Complete.

Task 3.4.3 – Conduct Outreach to Property Owner Identified in Draft RHNA Land Inventory

Complete.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Task 3.4.4 – Prepare Final RHNA Inventory

Complete.

Task 3.5 – Goals, Policies, Programs and Quantified Objectives

Complete.

Task 3.6 – Affirmatively Furthering Fair Housing (AFFH)

Complete.

Task 3.7 – Rezoning

Complete.

Task 3.8 – Draft and Final Housing Element

CONTRACTOR shall prepare five (three full documents) Draft Housing Elements to include:

- One Administrative Draft for County staff and legal counsel review and comment (in sections). Complete.
- One Draft Housing Element for public distribution that incorporates staff and legal counsel comments for submission to the Planning Commission and other committees, as needed, prior to submission to CA HCD. Complete.
- One Revised Draft Housing Element that incorporates the comments from the Planning Commission and other committees (First CA HCD Submission). Complete.
- Two additional Revised Draft Housing Element documents that incorporate edits/other information per CA HCD findings (Second CA HCD Submission and Third CA HCD Submission). Second CA HCD Submission Complete; Third CA HCD Submission remaining.

CONTRACTOR shall work closely with County staff and CA HCD to respond to comments received from the public and CA HCD to make edits to the Second Submission Draft document in preparation of a Third Submission to CA HCD.

CONTRACTOR shall provide Revised Draft Housing Element documents (one administrative draft, one public review draft, and one final draft) for one subsequent CA HCD submittal (Third Submission) prior to the Final Housing Element.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Assumptions for Task 3.8: The following scope assumptions apply to services performed under this contract:

1. Third CA HCD Submission: CONTRACTOR shall prepare and submit one (1) additional Revised Draft Housing Element (Third Submission) to the California Department of Housing and Community Development (CA HCD), (one administrative draft, one public review, and one final).
2. Site Inventory Edits: CONTRACTOR shall include edits to incorporate up to two (2) new housing sites into the inventory, provided those sites have already been analyzed.
3. Program Changes in Response to CA HCD Findings: CONTRACTOR shall incorporate program revisions required by CA HCD based on the Second Submission findings letter, provided that such revisions do not fall under the exclusions listed below.

For programs modified by County staff not in response to CA HCD's First Submission findings, CONTRACTOR shall either:

- Reinstatement program language previously approved by CA HCD in the first submittal, if those programs were later revised by County staff and subsequently rejected by CA HCD; or
- Incorporate revised program text as provided directly by County staff.

Revisions that fall under the following categories are excluded from the scope of this task:

- Changes to the site inventory that involve the addition of more than two sites (whether directed by CA HCD or County);
 - Revisions to maps, tables, or narrative descriptions that are *not* related to CA HCD findings or to the addition of up to two new sites.
 - Note: Adding sites beyond the two stipulated here will incur additional costs, which cannot be reliably estimated in advance due to the site-specific nature of the work and the potential implications for underlying assumptions.
4. Public Review Comments: CONTRACTOR shall review public comments received on the Public Review Draft of the Revised Housing Element (Third Submission) and advise County staff on potential implications, consistency with CA HCD requirements, and options for addressing such comments. County staff shall provide specific direction regarding any necessary program or policy language in response to comments. It is assumed that any such comments will be minor and non-substantive in nature (i.e., not involving changes to the site inventory

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

beyond the limitations noted above) and will not require substantive revisions. CONTRACTOR shall incorporate those revisions directed by County staff and only to the extent that they are consistent with the scope, assumptions, and exclusions identified in this contract, and can be reasonably accommodated within the project budget and schedule.

5. Final Housing Element: It is assumed that CA HCD certification will be achieved following the Third Submission. Under this assumption, CONTRACTOR shall prepare one (1) Final Housing Element. This deliverable shall incorporate edits necessary to address CA HCD's certification conditions that are assumed to be only minor in nature (if any), correct typographical errors, and ensure internal consistency of the document. No additional drafts will be prepared, and no substantive revisions to programs, policies, or sites inventory will be included. In the event certification is not achieved after the Third Submission, additional services required to address subsequent CA HCD findings may be necessary and are outside the scope of this contract.
6. Target Certification Date: Project timeline and budget are based on the assumption that CA HCD certification will be achieved by December 31, 2025. This is not a guarantee. The final timeline is contingent upon the outcome of the second CA HCD review, the scope of any remaining issues, and the time required to address outstanding items.

Deliverables:

- *One Revised Draft (Third Submission) Housing Element document (one administrative draft, one public review draft, one final draft).*
- *One Final Housing Element.*

Task 7 – Environmental Analysis (CEQA - Safety and Environmental Justice)

CONTRACTOR shall prepare all required documents for California Environmental Quality Act (CEQA) review and submittal for the Safety Element Update and Environmental Justice Element, including the Initial Study, Mitigated Negative Declaration or Environmental Impact Report (EIR), and CEQA Determination.

Task 7.1 – Housing Element Statutory Exemption

Complete – Determination made that a Housing Element Programmatic EIR is an appropriate CEQA document - see Task 9.

Deliverable:

Not Applicable (“N/A”)

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Task 7.2 – Mitigated Negative Declaration (MND) for the Safety and Environmental Justice Elements

CONTRACTOR shall prepare a CEQA MND for the Safety and Environmental Justice Elements in accordance with CEQA Guidelines Section 15063 and Appendix G.

Deliverables:

- *Electronic copies of the First Draft IS/MND*
- *Second Draft IS/MND*
- *Public Review Draft IS/MND*
- *Notice of Intent*
- *Notice of Completion/SC Environmental Summary Form*
- *Draft and Final Responses to Comments Memo*
- *Draft and Final MMRP*
- *Final IS/MND*
- *Notice of Determination*

Task 9 – Environmental Analysis (CEQA – Housing Element)

CONTRACTOR shall prepare all required documents for California Environmental Quality Act (CEQA) review and submittal for the development of a Programmatic Environmental Impact Report (PEIR) for the County's Housing Element.

Task 9.1 – Programmatic Environmental Impact Report (PEIR) Initiation and Kickoff Meeting

Complete.

Task 9.2 – Notice of Preparation, Initial Study and Scoping Meeting

Complete.

Task 9.3 – Technical Studies

9.3.1 – Air Quality Technical Report

CONTRACTOR shall assess the air quality impacts associated with the changes identified in the 6th Cycle Housing Element Update (HEU).

CONTRACTOR shall include modeling data as an appendix to the PEIR. Hot spot modeling data will not be included.

CONTRACTOR shall not include air dispersion modeling for health risk assessment and assumes that health risks will be addressed based on existing General Plan policies and the result of the modeling described detail.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR shall:

Provide a brief overview of the existing air quality in the North Central Coast Air Basin in the vicinity of the Project Sites, including existing pollutant levels at nearby air quality monitoring stations to establish the baseline of air pollutant emissions in the County.

Provide an overview of standards and policies relevant to the criteria pollutant analysis, including the National Ambient Air Quality Standards (NAAQS) and the California Ambient Air Quality Standards (CAAQS).

Estimate construction emissions for proposed land use and zoning changes based on worst-case annual estimate construction scenario, addressing heavy equipment exhaust and fugitive dust. Construction emissions will be estimated using the most current version of the California Emissions Estimator Model (CalEEMod).

Use the most current version of CalEEMod to estimate existing criteria pollutant emissions based on land use information provided by the County and vehicle miles traveled (VMT) information provided by CONTRACTOR.

Use the most current version of CalEEMod to quantify operational emissions from build out of the proposed land use and zoning changes that may result from the HEU. Vehicular emissions will be based solely on traffic information provided by CONTRACTOR, including VMT. It is assumed the traffic information will consider access to alternative transportation options, such as walkability.

Compare future buildout emission estimates to existing conditions (baseline) to estimate the potential net change in emissions. Evaluate the significance of construction emissions and net operation emissions based on the Monterey Bay Air Resources District CEQA Guidelines.

Mitigation measures, if necessary, will consist of program-level best management practices for future projects. Mitigation measures will be quantified to the extent available using the most current version of CalEEMod model.

Prepare the draft air quality technical analysis and submit to the County for review and prepare one (1) set of revisions within the limits of an eight-hour professional staff budget.

Deliverables:

- *Administrative draft of air quality analysis (digital MS Word format).*
- *Final draft of air quality analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

9.3.2 – Biological Resources Technical Report (BRTR)

CONTRACTOR shall prepare a BRTR. Tasks are as follows:

CONTRACTOR shall review County information and accessible reports for the Project. Data reviewed will include databases such as Geographic Information Source (GIS), California Department of Fish and Wildlife's (CDFW) California Natural Diversity Database (CNDDDB), US Fish and Wildlife Service (USFWS) Information for Planning and Consultation (IPaC) species records, the California Native Plant Society's Electronic Inventory (CNPSEI), and the USFWS National Wetland Inventory. In addition, US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) soil survey data and historic aerial maps will be reviewed.

Following desktop review, CONTRACTOR shall prepare a programmatic BRTR. The BRTR will detail the methods and results of the habitat assessment, document applicable regulations, summarize the existing biological conditions of the County, and provide a programmatic approach that includes a mitigation framework for sensitive species and habitats.

The BRTR will provide a programmatic-level assessment of the vegetation communities/habitats in the County and provide a large-picture view of potential impacts to any sensitive habitats.

The BRTR will provide recommendations for mitigation for potential sensitive habitat (and species) impacts, if appropriate.

The BRTR will include figures and data tables. This task also includes collecting, organizing, and digitizing appropriate resource records and making the data available in digital/GIS format.

The BRTR will comply with any necessary local, state, and federal guidelines for the purposes of supporting the CEQA analysis and mitigation framework from a programmatic standpoint.

CONTRACTOR assumes only one (1) round of revisions will be needed to finalize the BRTR based on comments from the County. Additional revisions may require a budget increase to cover additional review(s), subject to County approval.

Assumptions:

- CONTRACTOR assumes that the County will provide any documentation or data required to compile the programmatic BRTR in a timely manner.
- An in-field assessment of potential resources in the County (biological reconnaissance) is not necessary. If biological reconnaissance surveys are deemed necessary, CONTRACTOR shall request prior County

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

approval for additional task(s) and prior authorization to use the contingency budget.

Deliverables:

- *Administrative Draft summary analysis of the programmatic BRTR (digital MS Word format).*
- *Final Draft summary analysis of the programmatic BRTR (digital MS Word and PDF formats).*
- *Programmatic BRTR as appendix to the PEIR (PDF format).*

9.3.3 – Cultural and Tribal Cultural Resources Technical Report

CONTRACTOR shall prepare a cultural, tribal, and historical resources analysis to include the following tasks:

Conduct a records search at the Northwest Information Center to identify any previously recorded sites or previous studies conducted within the project area. The records search will include a review of all maps and files housed at Northwest Information Center related to the project area. During the records search, CONTRACTOR will determine if any previously recorded cultural resources identified within the project area are listed in the National Register of Historic Places (NRHP) or the California Register of Historical Resources (CRHR).

Request a search of the Sacred Lands File be conducted by the California Native American Heritage Commission (NAHC) to identify any areas of Native American heritage significance.

The consultation notification letter must be sent by the County; therefore, CONTRACTOR will assist the County in preparation for formal government-to-government consultation (AB 52 and SB 18). Anticipated Hours: 3

Develop the Cultural Resources Technical Report (CRTR). The Regulatory Setting section will address all relevant local, state, and national regulations and guidelines for cultural resources.

The Historical Resources section will identify known CEQA historical resources, as identified in the records search, prior County surveys, and lists of historical resources maintained by the County. This section will provide a summary of the types of historical resources based on a review of Northwest Information Center and County records.

A map illustrating known historical resources (architectural only) and an archaeological sensitivity map (archaeological only) will be included.

The Impacts and Mitigation section will define the significance thresholds for adverse impacts under CEQA to cultural resources within the County. Specific

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

project impacts will not be addressed, only broad potential for impacts on types of resources and/or types of projects. Mitigation Measures will be identified to reduce impacts as applicable and will include those adopted by the County regarding cultural resources. Recommendations will include policies that would foster the preservation of known resources.

Deliverables:

- *Draft and Final Area of Potential Effect (APE) map (PDF and/or GIS).*
- *Administrative Draft summary analysis of Cultural Resources Technical Report (CRTR) including Confidential Appendices (digital MS Word format).*
- *Final Draft summary analysis of CRTR including Confidential Appendices (digital MS Word and PDF formats).*
- *CRTR as appendix to the PEIR (PDF format).*

9.3.4 - Greenhouse Gas (GHG) Emissions Technical Memorandum

CONTRACTOR shall prepare a GHG Emissions analysis to assess the GHG impacts associated with the proposed changes identified in the HEU. The analysis will provide technical background information in support of the GHG impacts analysis as an appendix to the PEIR. Tasks include the following:

Provide a description of the most common GHG constituents and summarize applicable legislation that pertains to GHG emissions, such as Assembly Bill 1279 and Senate Bill 32.

Conduct an inventory of GHGs for construction of the project that will focus on the three types of GHG emissions anticipated to be generated by the project including carbon dioxide, methane, and nitrous oxide.

Use the most current version of CalEEMod to estimate existing and buildout GHG emissions from land use operation.

Evaluate the project's significance based on the County of Monterey Community Climate Action and Adaptation Plan efforts and the California Air Resources Board's 2022 Scoping Plan. If necessary, recommend program-level mitigation measures to reduce potential impacts.

Prepare the draft GHG technical analysis and submit for review; prepare one (1) set of revisions. Anticipated Hours: 8

Deliverable:

- *Administrative Draft of GHG emissions analysis (digital MS Word format).*
- *Final Draft of GHG emissions analysis (digital MS Word and PDF formats).*
- *Supporting data as appendix to the PEIR (PDF format).*

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

9.3.5 – Noise Technical Memorandum

CONTRACTOR shall prepare a noise technical analysis to assess the noise impacts associated with the changes identified in the HEU. Tasks include the following:

Provide a brief description of the contributors to the existing local noise environment, including transportation and operational sources, based on the existing County planning documents, such as the existing General Plan.

Provide an overview of relevant standards and policies in the County's planning documents, specifically the land use compatibility table in the General Plan Safety Element. Identify a threshold of significance for changes in ambient noise level based on County noise compatibility standards.

Compare existing and future roadway noise levels for up to ten roadway segments using standard equations adopted from the Federal Highway Administration Highway Noise Prediction Model (RD 77 108).

Review changes to the proposed Land Use Map to identify potential incompatibilities from operational noise.

Recommend program-level mitigation measures to reduce potential impacts, if necessary.

Prepare the draft noise technical analysis and submit for review by the County and prepare one (1) set of revisions.

Deliverable:

- *Administrative Draft of noise analysis (digital MS Word and PDF formats).*
- *Final Draft of noise analysis (digital MS Word and PDF).*
- *Supporting data as appendix to the PEIR (PDF format).*

9.3.6 – Transportation Impact Analysis

CONTRACTOR shall conduct the Transportation Impact Analysis and will include the following tasks:

Project Management and Meetings: CONTRACTOR assumes that project management and coordination activities will last throughout the duration of the targeted Monterey County Housing Element Update.

Up to ten project meetings (virtual) are included in addition to the kick-off meeting and include one (1) Planning Commission meeting and one (1) Board of Supervisors' meeting. Three project meetings (virtual) have been taken place as of July 30, 2025.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Planning Level Safety Assessment and Documentation: CONTRACTOR shall perform a planning level safety assessment of major roadways utilizing the AMBAG model. CONTRACTOR will review model volumes with and without the proposed Housing Element Update and determine the Housing Element Update potentially substantial increase in hazards on the roadway network.

Multimodal Analysis and Documentation: CONTRACTOR will review existing and proposed County bicycle and pedestrian facilities. CONTRACTOR will identify potentially significant impacts and mitigations based on the proposed Housing Element Update and the available bicycle and pedestrian facilities within the area.

Transit Analysis and Documentation: CONTRACTOR will review existing and proposed transit facilities identified by Monterey-Salinas Transit (MST). CONTRACTOR will identify potentially significant impacts and mitigations based on the proposed Housing Element Update.

Vehicle Miles Travelled (VMT) Analysis:

CONTRACTOR will prepare a SB 743-compliant analysis for the County HEU. The following major activities would be included:

- Using the latest AMBAG model, update Countywide land use assumption for Housing Element Update.
- Preparing analysis by land use type for each Traffic Analysis Zone (TAZ) included in the County.
- Conduct model runs for project scenarios including select zone analysis as required.
- Evaluate resultant VMT by land use type (in the aggregate) against current adopted thresholds.
- Identify a framework of Transportation Demand Measures (TDM) or infrastructure improvements to mitigate VMT impacts.
- Prepare documentation for inclusion in the Environmental Impact Report (EIR)

SB 743 Analysis - CONTRACTOR will prepare VMT analysis for the HEU including Existing Year conditions and Year 2031. This analysis will be in accordance with the County's SB 743 Implementation guidelines. The resultant analysis will be evaluated against County's currently adopted thresholds to make a significant impact determination. Scenarios for the VMT analysis will include:

- Existing Year conditions,
- Existing plus Housing Element Update
- Year 2031 No Housing Element Update, and
- 2031 Plus Housing Element Update.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Given the expansive nature of the Housing Element, the VMT will be presented as a Countywide metric.

VMT Mitigation - CONTRACTOR shall establish a framework for TDM within the HEU as well as suggest other VMT mitigation approaches including infrastructure as appropriate.

CONTRACTOR may require additional hours to those provided in the budget if a more extensive approach is necessary, subject to prior County approval.

VMT Analysis Documentation - CONTRACTOR will document the methods and results of the VMT analyses in a brief technical memorandum format with graphics as deemed appropriate. CONTRACTOR will prepare and submit an electronic (PDF) copy of the memorandum to the County.

CONTRACTOR will address and respond to one (1) set of non-conflicting comments from the County and submit an electronic final copy of the memorandum to the County to be incorporated into the EIR.

Deliverables:

- *One (1) virtual Transportation Impact Analysis kick-off meeting - Complete. Up to ten (10, of which 3 are complete) virtual project meetings, inclusive of one (1) Planning Commission meeting and one (1) Board of Supervisors' meeting.*
- *Administrative Draft of VMT Analysis Technical Memorandum including the following components (digital MS Word format).*
 - *Safety assessment of the roadway network*
 - *Multimodal facilities assessment*
 - *Transit facilities assessment*
 - *VMT Analysis*
 - *A table detailing VMT per major land use category.*
 - *Maps and graphics illustrating VMT analysis results.*
 - *Framework for TDM with descriptions and qualitative assessment of mitigation and infrastructure recommendations and qualitative assessment of mitigation.*
- *Supporting data as appendix to the PEIR (PDF format).*
- *Final VMT Analysis Memorandum (digital).*

Task 9.4- Draft PEIR

Task 9.4.1 – Administrative Draft PEIR

CONTRACTOR shall prepare the Administrative Draft PEIR, and applicable appendices, to address all required environmental topics and analyses in full compliance with CEQA (PRC Section 21000 et seq.) and the CEQA Guidelines (CCR Section 15000 et seq.).

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR’s Draft PEIR shall comply with the CEQA Guidelines and generally follow the format described below:

Executive Summary: The Executive Summary will contain elements required in CEQA Guidelines, Section 15123, and will include a brief description of the project, the environmental setting, and the alternatives evaluated in the PEIR. It will also include a discussion of areas of controversy and issues to be resolved. Significant effects and mitigation will be described in a table listing the issue, impacts identified in the PEIR, the significance of impacts before mitigation, mitigation recommended in the PEIR, and the significance of impacts after mitigation.

Introduction: The Introduction chapter will describe the purpose, scope, and legislative authority of the EIR and pertinent environmental rules and regulations. The Introduction will describe the process, structure, required contents, and their relationship to other potential responsible or trustee agencies.

Environmental Setting: The Environmental Setting will be prepared as described in CEQA Guidelines, Section 15125, and will briefly describe physical conditions as they exist in the project vicinity with emphasis on conditions important to the analysis of impacts. Compliance or inconsistency with applicable adopted local or regional plans will be briefly discussed.

Project Description: A project description will be prepared in accordance with CEQA Guidelines, Section 15124, describing the basic characteristics of the project, including site location and boundaries, background information, project objectives, technical and environmental characteristics, project size, phasing information, and construction methods.

Environmental Analysis: The analyses will be based on the technical studies listed under Task 3 and additional analyses determined necessary to adequately address the issue and provide a legally defensible document. The supporting technical studies and pertinent data will be included as appendices to the PEIR or summarized and incorporated by reference, as provided in the CEQA Guidelines. It is anticipated that the Draft PEIR will address the following environmental topics in detail:

Aesthetics	Noise
Agriculture and Forestry Services	Public Services
Air Quality	Transportation
Biological Resources	Tribal Cultural Resources (requires AB 52 consultation)
Cultural Resources	Utilities and Service Systems
GHG Emissions	Wildfire
Land Use & Planning	

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

The analysis for each topic will include (1) Existing Conditions, a description of the existing conditions of the site specific to the resource topic, upon which potential environmental changes or impacts can be based; (2) Regulatory Framework, a description of applicable federal, state, regional and local laws, regulations, plans, and policies; and (3) Project Impact Analysis and Mitigation Measures, based on the established significance thresholds. As required by Section 15126.2(a) of the CEQA Guidelines, direct, indirect, short-term, extended term, on-site, and/or off-site impacts will be addressed, as appropriate, for the environmental issue being analyzed. Note that other topics from the CEQA Guidelines Appendix G (i.e., Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, and Recreation) are anticipated to be addressed in the Effects Found Not to be Significant section.

The Mitigation Measures subsection will list the mitigation measures that could reduce the severity of impacts identified in the Impacts subsection. The PEIR will provide an evaluation of feasible mitigation measures, which could be carried out to reduce or eliminate adverse impacts of the proposed project. CEQA Guidelines, Section 15126.4, requires an EIR to “describe feasible measures which could minimize significant adverse impacts.” The CEQA Guidelines, Section 15364, defines feasibility as capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, legal, social, and technological considerations. Furthermore, the mitigation measures will be designed to streamline future development project environmental review under CEQA by creating performance standard mitigation measures.

In addition, the References subsection will provide a bibliography of reference materials used in preparing the particular topical section of the PEIR.

Cumulative Impacts: The Cumulative Impacts analysis will address each of the environmental topic subsections addressed in the Environmental Analysis chapter. The cumulative impact analysis will be included under a separate heading for each environmental topic discussion in the Environmental Analysis chapter. For each topic subsection, four questions will be addressed in the analysis:

What is the geographic context of the analysis?

Does a significant cumulative impact exist?

If so, what is the project’s contribution before implementation of project-level mitigation measures?

What is the project’s contribution after implementation of project-level mitigation measures?

Other CEQA Considerations: This section will discuss the proposed project and the potential for the development of the project to foster economic or

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

population growth or the construction of additional housing in the surrounding environment. Included will be a discussion of the potential for the project to contribute to growth of undeveloped areas through the extension or construction of new infrastructure facilities. Consistent with CEQA Guidelines, Section 15126.2, the discussion will not assume that growth is necessarily beneficial, detrimental, or of little significance to the environment.

This section also will include a subsection on Effects Found Not to be Significant (anticipated to include Energy, Geology and Soils, Hazards and Hazardous Materials, Hydrology and Water Quality, Mineral Resources, Population and Housing, and Recreation), consisting of a brief explanation of CEQA Guidelines Appendix G Environmental Checklist Form items without a potential to be significant for this project. This chapter also will include subsections discussing significant and unavoidable environmental impacts and significant irreversible environmental effects.

Alternatives Analysis: CONTRACTOR will work closely with the County to identify a range of potential project alternatives that would avoid or reduce one or more of the significant effects expected to result from the proposed project, while meeting most or all of the project objectives. CONTRACTOR will evaluate up to three project alternatives, including the No Project Alternative required by CEQA. Two other alternatives will be developed in consultation with County staff in light of the environmental impacts associated with the project. Any general mapping graphic materials necessary to describe the project alternatives shall be prepared by CONTRACTOR, in consultation with County staff. In addition, as required by the CEQA Guidelines, the environmentally superior alternative will be identified. If this is the No Project Alternative, the next environmentally superior alternative will be identified. A comparison of alternatives to the project will be provided in a matrix format for each of the environmental topics, depicting whether the alternative would result in less, more, or the same impact as the project.

Deliverable:

Administrative Draft PEIR, including technical appendices (digital MS Word and PDF formats).

Task 9.4.2 –Screencheck Draft PEIR

CONTRACTOR shall address one (1) set of compiled comments received from the County on the Administrative Draft PEIR and prepare a Screencheck Draft PEIR, including the appendices, and a track-changes version with all edits shown in tracking mode (strikeout/underline).

Deliverable:

Screencheck Draft PEIR, including technical appendices (digital MS Word and PDF formats).

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Task 9.4.3 – Public Review Draft PEIR

CONTRACTOR shall finalize the Draft PEIR and appendices upon the County's determination that the Draft PEIR is ready for public release.

CONTRACTOR shall prepare the required hard copies and electronic copies, including a web-ready electronic version.

CONTRACTOR and the County shall coordinate efforts to prepare an appropriate mailing list.

CONTRACTOR shall be responsible for preparation, distribution, and filing of all public notices associated with the Draft PEIR, as well as distribution to a mailing list of the Draft PEIR for a 45-day public review period.

CONTRACTOR shall submit the public Review Draft PEIR and appendices in PDF and MS Word format.

CONTRACTOR shall provide all required notices in association with the release of the Draft PEIR, the Notice of Availability, Notice of Completion, and the Office of Planning and Research Summary Form for submittal to the State Clearinghouse.

Deliverables:

- *Public Review Draft PEIR, including technical appendices (digital MS Word and PDF formats); three hard copies with PDF only for the technical appendices.*
- *Notice of Availability, Notice of Completion, OPR Summary Form*

Task 9.5 – FINAL PEIR

9.5.1 - Response to Comments and Text Revisions

CONTRACTOR, following receipt of all comments on the Draft PEIR, shall prepare written responses to all comments that address the adequacy of the Draft PEIR. Comments that do not address EIR adequacy will be noted as such and no further response will be provided unless deemed necessary by the County. CONTRACTOR has budgeted for approximately 75 individual comments.

CONTRACTOR shall create a Response to Comments section for the Final PEIR that will contain an introduction describing the public review process for the Draft PEIR, copies of all comment letters, and written responses to all comments.

CONTRACTOR will review all EIR revisions to ensure that recirculation is not required. The response to comments and any changes made to the Draft PEIR in response to the comments will be submitted to County staff for review in PDF and MS Word format.

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

- CONTRACTOR will include a Mitigation Monitoring and Reporting Program (MMRP) in the Final PEIR, pursuant to Section 21081.6 of the Public Resources Code.
- CONTRACTOR will make one (1) round of edits to the draft response to comments.
- CONTRACTOR will ensure that the Final PEIR is distributed to commenters on the Draft PEIR at least ten days prior to certifying the EIR (CEQA Guidelines Section 15088).

Deliverables:

- *Administrative Draft of Final PEIR (digital MS Word and PDF formats).*
- *Administrative Draft MMRP (digital MS Word and PDF formats).*
- *Final Draft of Final PEIR (digital MS Word and PDF formats).*
- *Final Draft of MMRP (digital MS Word and PDF formats).*

Task 9.5.2 – Certification Documents

CONTRACTOR shall prepare and submit for County staff review draft CEQA Findings and a draft Statement of Overriding Considerations, if necessary, consistent with the requirements of CEQA Guidelines, Sections 15091 and 15093.

CONTRACTOR shall prepare CEQA Findings for each significant impact identified, accompanied by an explanation of the rationale for each finding.

CONTRACTOR, in coordination with the County, will prepare a Statement of Overriding Considerations for the identified significant and unavoidable impacts that explains why the project's overall benefits outweigh the project's significant and unavoidable impacts.

CONTRACTOR will submit the Draft Findings and Statement of Overriding Considerations to the County in PDF and MS Word formats.

CONTRACTOR will prepare a Notice of Determination (NOD) within five working days of PEIR certification.

CONTRACTOR will file the NOD with the Office of Planning and Research and assume that the County will file the required California Department of Fish and Wildlife filing fees with the County Clerk (the fee to file an EIR in 2025 is \$4,123.50) and are not included in CONTRACTOR's budget.

Deliverables:

- *Administrative Draft CEQA findings and Statement of Overriding Considerations (digital MS Word format)*
- *Final Draft CEQA Findings and Statement of Overriding Considerations (digital MS Word and PDF formats).*

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

- *Notice of Determination preparation.*
- *Notice of Determination filing with Office of Planning and Research (CDFW fee is excluded).*

Task 9.6 – PEIR Project Coordination (Project Management, Meetings, QA/QC)

CONTRACTOR shall conduct project management tasks related to the PEIR, including organizing the project in terms of technical scope of work, budget, scheduling; overseeing its implementation; internal coordination, organizing and overseeing report preparation and QA/QC procedures; and leading regular conference calls.

CONTRACTOR shall immediately identify any out-of-scope tasks and discuss the need for additional tasks, any related cost increase, and the ability of the project contingency fund to cover the additional cost. No out-of-scope work shall be initiated without prior approval from the County.

CONTRACTOR bases the project management tasks on an estimated duration of 11 months.

CONTRACTOR shall participate in up to ten coordination calls with County staff, and, if needed, technical support staff.

CONTRACTOR shall prepare and present at two public hearings summarizing the findings from the Draft PEIR and any major changes made in the Final PEIR and will answer any questions related to the PEIR and its process.

CONTRACTOR shall ensure all project deliverables are thoroughly reviewed before submittal to the County. Suggested revisions will be implemented to ensure the documents are legally defensible and CEQA compliant.

CONTRACTOR shall ensure draft and final documents receive in-house technical edit.

Deliverables:

- *Participate in up to eighteen (18, of which 17 are complete) coordination calls.*
- *Prepare, present, and participate in up to two (2) public hearings.*

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed \$1,737,838 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

Task	Budget	Increase Amount	Total Budget
Task 1 – Project Management & Coordination	\$129,953.25	\$56,872	\$186,825.25
Task 2 – Community Outreach and Engagement	\$104,723.75	\$0	\$104,723.75
Task 3 – Update to the Housing Element (6 th Cycle)	\$659,889	\$75,334.50	\$735,223.50
Task 4 – Update to the Safety Element	\$56,832.50	\$12,377.50	\$69,210
Task 5 – Preparation of an Environmental Justice Element	\$80,642.50	\$0	\$80,642.50
Task 6 – Public Hearings	\$22,125	\$0	\$22,125
Task 7 – Environmental Analysis (CEQA – Safety and Environmental Justice Elements)	\$39,150	\$0	\$39,150
Task 8 – Final Draft Hearings, Final Adoption and Certification	\$10,000	\$0	\$10,000
Task 9 - Environmental Analysis (CEQA – Housing Element)	\$489,586	\$0	\$489,586
Contingency	\$352	\$0	\$352
TOTAL	\$1,593,254	\$144,584	\$1,737,838

CONTRACTOR warrants that the costs charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

CONTINGENCY FUNDS

- CONTRACTOR has included in the project’s budget a contingency of \$352 to the overall cost of services to address unanticipated project tasks.
- CONTRACTOR shall obtain express written or email authorization from the County prior to proceeding with any additional tasks.

SCHEDULE

PEIR with final documents	10 months from determination of final HEU sites and receipt of all requested data needs (not including hearings for recommendations and adoption).
Final Sites Determination	September 30, 2025 (Timeline may extend if State review of 2 nd submission of the Draft HEU prompts need for additional sites)
Transportation Analysis	Upon final HEU sites
Air Quality, GHG, Noise Technical Studies, and PEIR	Upon completion of Transportation Analysis

EXHIBIT A-2 – SCOPE OF WORK/PAYMENT PROVISIONS

B.2 CONTRACTOR’S BILLING PROCEDURES

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Paragraph 6, “Payment Conditions,” of the Agreement. All invoices shall reference the Multiyear Agreement (MYA) number 6748, Project name, and/or services, and associated Delivery Order number. An original invoice shall be mailed to the following address or in Portable Document Format via email to: 194-HCD-Finance@countyofmonterey.gov.

County of Monterey
Housing and Community Development (HCD) – Finance
1441 Schilling Place, 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement should be directed to HCD Finance at (831) 755-4800 or via email to: 194-HCD-Finance@countyofmonterey.gov.

County may, in its sole discretion, terminate this Agreement or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

No payments in advance or in anticipation of services to be provided under this Agreement shall be made by the County.

The County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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