

Attachment 1

Amendment No. 3 to PSA with
Harris & Associates, Inc.
with Exhibit A-3

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

THIS AMENDMENT NO. 3 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 development of a Programmatic Environmental Impact Report (“PEIR”) for the County’s 6th Cycle Housing Element update (“HEU6”) 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, on August 18, 2025, the Parties amended the Agreement (“Amendment No. 2” – including Exhibit A-2 – Scope of Work/Payment Provisions) to update the remaining scope of work and fully amend and replace 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;

WHEREAS, additional funding is needed for continued project management and coordination and preparation of the County’s 6th Cycle Housing Element update in response to the California Department of Housing and Community Development review of the draft HEU6, corresponding updates to the Programmatic Environmental Impact Report for HEU6, incorporate policies related to California Senate Bill 244 (passed in 2011) in the Environmental Justice Element, and update the County’s Conservation and Open Space Element in tandem with the Environmental Justice and Safety Element related to California Senate Bill 1425 (passed in 2022); and

WHEREAS, the Parties wish to further amend the Agreement to: amend Task 1 to add additional budget; fully amend and replace Task 5 and add scope to comply with state law (SB 244) and additional budget; amend Task 9 to add scope and additional budget; add a new Task 10 scope and budget to comply with state law (SB 1425); provide contingency for the remaining Agreement scope of work; and increase the Agreement amount of \$1,737,838 by \$367,409 for a new not to exceed amount of \$2,105,247, 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, A-2 and A-3**, 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 \$2,105,247.

2. Amend Section 4, "Additional Provisions/Exhibits" to include "Exhibit A-3 - Scope of Work/Payment Provisions."
3. Amend CONTRACTOR information in Section 15, "Notices," to read as follows:

FOR CONTRACTOR:

Diane Sandman, Consulting Division President
2375 Northside Drive Suite #125 San Diego, CA 92108
(619) 318- 0808 diane.sandman@weareharris.com

4. All other terms and conditions of the Agreement, including all Exhibits thereto, remain unchanged and in full force.
5. This Amendment No. 3 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

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IN WITNESS WHEREOF, the Parties hereto have executed Amendment No. 3 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

DocuSigned by:
Diane Sandman
By: _____
(Chair, President, or Vice President)

Date: _____

Diane Sandman
Consulting Division President
Name and Title

By: _____
N/A
Craig W. Spencer, Director

Date: 3/5/2026

Date: _____

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

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

Signed by:
Reed Callaway
By: _____
Reed Callaway, Deputy County Counsel

Karen Freeman, CFO
Name and Title

Date: 3/5/2026

Date: 3/6/2026

Approved as to Fiscal Provisions²

DocuSigned by:
Patricia Ruiz
By: _____
E79EF64E5A5486
Auditor/Controller

Date: 3/6/2026

**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, 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.

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EXHIBIT A-3 – 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 related to the tasks being added with this Amendment 3, as set forth below:

Task 5 – Preparation of an Environmental Justice Element

Task 5.1 – Complete

Task 5.2 – Complete

Task 5.3 – Complete

Task 5.4 – Complete

Task 5.5 – Complete

Task 5.6 – Complete

Task 5.7 – Complete

Task 5.8 – Complete

Task 5.9 – Complete

Task 5.10 Revision to Draft EJ Element/Final.

CONTRACTOR shall work closely with County staff to prepare a Revised Draft Environmental Justice Element that incorporates comments received from the CAC members, public, the Planning Commission, other committees, and County counsel on the Draft document.

CONTRACTOR will also prepare a write-up on the purpose and requirements of SB 244 to be incorporated into the Revised Draft Environmental Justice Element. CONTRACTOR will then develop a new policy to be incorporated into the Revised Draft Element that would be intended to comply with and encourage implementation of SB 244 through updates to the County’s Land Use Element and community plans. CONTRACTOR assumes one (1) round of

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

review by the County and will revise the draft write-up and policy based on the County's consolidated comments.

CONTRACTOR shall attend Board of Supervisors public hearing(s) to receive the Final Environmental Justice Element

Deliverables:

- *One (1) draft and one (1) final write-up on SB 244*
- *One (1) draft and one (1) final SB 244 policy recommendation*
- *Revised Draft Environmental Justice Element*
- *Final Environmental Justice Element*

Task 9 – Environmental Analysis (CEQA – Housing Element)

Task 9.3 – Technical Studies

9.3.1.1 – Air Quality Technical Report Update

CONTRACTOR shall update the Air Quality Technical Report as necessary incorporating any changes to the Transportation Impact Analysis and VMT Analysis Memorandum, to reflect changes to the Project Description resulting from County's response to State HCD comments on Housing Element (see Task 9.3.6.1). CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:

Draft and Final Air Quality Tech Memo.

9.3.2.1 – Biological Resources Technical Report Update

CONTRACTOR shall update the Biological Resources Technical Report as necessary incorporating changes resulting from adding five more contiguous parcels to Opportunity Site 16. CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:

Draft and Final Biological Resources Tech Memo.

9.3.3.1 – Cultural Resources Technical Report Update

CONTRACTOR shall update the Cultural Resources Technical Report to add five more contiguous parcels to Opportunity Site 16. An additional cultural resources records search will be conducted for updated Opportunity Site 16. No additional tribal cultural resources outreach will be conducted. CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

Draft and Final Cultural Resources Tech Memo.

9.3.4.1 - Greenhouse Gas (GHG) Emissions Technical Memorandum Update
CONTRACTOR shall update the GHG Emissions Technical Memorandum as necessary incorporating any changes to the Transportation Impact Analysis and VMT Analysis Memorandum, to reflect changes to the Project Description resulting from County's response to State HCD comments on Housing Element (see Task 9.3.6.1). CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:

Draft and Final GHG Tech Memo.

9.3.5.1 – Noise Technical Memorandum Update

CONTRACTOR shall update the Noise Technical Memorandum as necessary incorporating any changes to the Transportation Impact Analysis and VMT Analysis Memorandum, to reflect changes to the Project Description resulting from County's response to State HCD comments on Housing Element (see Task 9.3.6.1). CONTRACTOR shall update the mitigation measures, as feasible, to accommodate a path to ministerial approval of certain project types.

Deliverable:

Draft and Final Noise Tech Memo.

9.3.6.1 – Transportation Impact Analysis Update

CONTRACTOR shall update the Transportation Impact Analysis and make corresponding changes to supporting data and VMT Analysis Memorandum, to reflect changes to the Project Description resulting from County's response to State HCD comments on Housing Element.

Deliverable:

Draft and Final VMT Memo

Task 9.4- Draft PEIR

Task 9.4.1.1 – Administrative Draft PEIR Update

CONTRACTOR shall incorporate necessary updates and changes to draft PEIR, to reflect changes to the Project Description and updated technical studies resulting from County's response to State HCD comments on Housing Element. The Project Description will be modified to include a two-tiered entitlement structure, whereby Tier 1 would allow qualifying projects to proceed through a ministerial approval process and Tier 2 would require discretionary approval. The CONTRACTOR assumes that there will be no changes to the total 56 opportunity sites analyzed in Chapter 3, Project

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

Description, of the PEIR transmitted to the County, except for the additional five contiguous parcels associated with Opportunity Site 16 and the removal of Replacement Opportunity Site 7.

The Administrative Draft PEIR will be revised to evaluate development capacity based on the maximum zoning allowances for each site, acknowledging that this represents a conservative development scenario within the County. However, this approach is defensible and required based on HCD comments in order to provide adequate CEQA clearance for the Housing Element process pursuant to Government Code Section 65583.2(h).

As of January 13, 2025, CONTRACTOR has completed and transmitted administrative draft revisions for the following Draft PEIR chapters to the County for review:

- Chapter 2, Environmental Setting
- Chapter 3 Project Description
- Section 4.2 Agriculture and Forestry Resources
- Section 4.4 Biological Resources
- Section 4.5 Cultural Resources
- Section 4.7 Geology and Soils
- Section 4.9 Hazards and Hazardous Materials
- Section 4.10 Hydrology and Water Quality
- Section 4.12 Mineral Resources
- Section 4.14 Transportation
- Section 4.16 Utilities and Service Systems
- Section 4.17 Wildfire
- Chapter 7 Effects Found Not To Be Significant

CONTRACTOR will re-issue as revised administrative drafts, while chapters not yet transmitted will be submitted as administrative drafts incorporating minimum/maximum density range and associated two-tiered entitlement approval process-related changes.

Assumptions for Task 9.4.1.1: The following scope assumptions apply to services performed under this contract:

1. There will be no changes to the existing number of opportunity sites and parcels involved except for the additional five contiguous parcels to Opportunity Site 16, the removal of Replacement Site 7, and the site changes are limited to the total capacity of units based on the minimum and maximum zoning range allowed per site;
2. Chapter 3 Project Description, Section 4.4 Biological Resources, and Section 4.5 Cultural Resources, will be updated to include these five parcels, remove Replacement Site 7, and reflect them in the figures;
3. Review and revisions to all chapters of the PEIR will be needed, including the Executive Summary, Introduction, Enviro Setting,

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

Enviro Analysis, Project Description, Effects Found Not to Be Significant (EFNTBS), and Alternatives Chapters, and all 17 environmental issues (Aesthetics to Wildfire) totaling 24 chapters/sections.

Deliverable:

Administrative Draft PEIR, including technical appendices and including revised versions of re-submitted chapters/sections

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 as revised per Task 9.4.1 and prepare a Draft Screencheck Draft PEIR, including the appendices, and a track-changes version with all edits shown in tracking mode (strikeout/underline). The assumed CONTRACTOR effort to develop the Draft Screencheck Draft PEIR included with this amendment takes into consideration the length of each PEIR section/chapter and the complexity of the Project Description, including the two-tiered mitigation measure framework required for the planned By-Right Ordinance. It also assumes all substantive edits, technical updates, and policy decisions will have been made during the Administrative Draft PEIR (as revised) review by the County.

The CONTRACTOR shall address one (1) set of compiled comments received from the County on the Draft Screencheck Draft PEIR and prepare a Final Screencheck Draft PEIR. Scope assumes that the County’s screencheck review shall be limited to final quality control, including verification of formatting, internal consistency, grammar, typographical errors, figure and table references, page numbering, and cross-references. No new analysis or substantive revisions are assumed as part of this task. Revisions during screencheck will be limited to minor, non-substantive edits necessary to finalize the document for publication or public release.

Deliverable:

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

Task 9.5 – FINAL PEIR

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, consistent with the requirements of CEQA Guidelines, Sections 15091 and 15093. The draft CEQA Findings and draft Statement of Overriding Considerations will incorporate changes resulting from the Project Description and effort assumed with this amendment takes into consideration the unanticipated large size and complexity of the document resulting from the revised Project Description

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

related to two-tiered entitlement structure and associated two-tiered mitigation measure structure.

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 2026 is \$4,227.50) 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).*

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

Task 9.6.1 – PEIR Project Coordination for Extended Timeline

CONTRACTOR shall perform PEIR Project Coordination activities resulting from the extended project timeline, including on-going biweekly meetings with the County, and the additional QA/QC required throughout the duration of the targeted County's Housing Element Update. QA/QC efforts require additional efforts in particular due the complexity of the Project Description, including the two-tiered entitlement and mitigation approach, as well as the overall volume of the PEIR. The certification of the PEIR is anticipated to be complete by September 2026, and project management hours beyond the original 11-month schedule are necessary.

Deliverable:

Participate in up to twenty-two (22) County coordination calls/biweekly meetings, inclusive of coordination calls/biweekly meetings already completed

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

beyond the original scope. As of January 2026, ten (10) of the additional coordination calls have already been completed.

Task 10 – Update to Conservation and Open Space Element

Task 10.1 - Project Initiation and Kickoff Meeting

CONTRACTOR project management team will attend a project kickoff meeting with the County. Before the meeting, CONTRACTOR will prepare an agenda and a project schedule. The purpose of the kickoff meeting will be to collect relevant project information; discuss updates required by State law; establish early communication and the protocols for ongoing communication; and familiarize the CONTRACTOR project team with the ongoing County efforts that support SB 1425.

Deliverables:

- *Agenda*
- *Project Schedule*

Task 10.2 - Draft Conservation and Open Space Element Update

Task 10.2.1 – Data Needs and Element Update Outline

CONTRACTOR will work with the County to outline the correlation between open space and existing policies in the 2010 General Plan and 1982 General Plan (including Area Plans) as well as the ongoing updates to the Housing Element, Safety Element, and a new Environmental Justice Element. CONTRACTOR is currently working on these elements and can easily correlate draft goals and policies with these ongoing efforts.

CONTRACTOR will attend one (1) meeting with the County to discuss SB 1425 and what sections of the Conservation and Open Space Element require updates to meet State law. The current element provides goals and policies for scenic resources; mineral resources; soils; marine and river resources; biological resources; cultural resources; paleontological resources; native Californian cultural sites, sacred places, and burial sites; energy resources; and air quality.

CONTRACTOR and the County will focus only on what is required to make the current element comply with SB 1425 and AB 1889.

CONTRACTOR and the County will determine at this stage the structure of the element update that will inform the element release for public review.

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

CONTRACTOR will take notes on the correlation between other elements and structure of this update at the meeting and distribute meeting notes afterwards.

Deliverables:

- *Data Needs List*
- *Notes on Correlation of Other Elements and Update Structure*

Task 10.2.2 – Administrative Draft List of Goals and Policies Updates

After receiving all data needs to be requested from the County, CONTRACTOR will prepare an Excel table with current and proposed new goals and policies to comply with SB 1425. CONTRACTOR will also strikethrough/underline changes to existing goals and policies if needed. CONTRACTOR will attend one (1) meeting with the County to discuss this administrative draft. The County will review updates and provide one (1) set of consolidated comments on the administrative draft goals and policies.

Deliverable:

One (1) Administrative Draft Excel Table with Current and Proposed Goals and Policies

Task 10.2.3 – Final List of Goals and Policies Updates

CONTRACTOR will incorporate changes in response to County’s review of the administrative draft list and prepare a draft list of goals and policies for inclusion in the updated element after receipt of consolidated County comments. CONTRACTOR will attend one (1) meeting with the County to discuss changes made and resolve all issues.

Deliverable:

One (1) Final Excel Table with Current and Proposed Goals and Policies

Task 10.2.4. Administrative Draft Updated Conservation and Open Space Element

CONTRACTOR will prepare a new section to be included in the current element explaining the requirements of SB 1425. CONTRACTOR will also prepare a new section that details rewilding opportunities and establish new goal(s) and policies for rewilding. The draft list of goals and policies developed in Taks 10.2.3 will be incorporated into the draft updated Conservation and Open Space Element.

CONTRACTOR will utilize the current structure of the 2010 element and make modifications as needed. The draft updated element will focus on Monterey-specific issues and policies, programs, and plans. The

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

relationship to Environmental Justice will focus on equitable access to open spaces building off the current work of access to parks, recreation, and amenities. The relationship to the Safety Element update will focus on the County's Community Climate Action and Adaptation Plan (CCAAP), which has already been incorporated in part into the Safety Element update, and the role of open space in climate resilience. Goal(s) and policies for rewilding will be included with a focus on future integration into an updated Land Use Element.

An Administrative Draft Updated COS Element will be provided for County review. If the County desires to make any additional updates to the current element that have occurred in the County since 2010 (adoption of the current element) for inclusion in the updated element, those updates will be provided to CONTRACTOR prior to or as part of County's review of the draft updated Element. The County will provide CONTRACTOR with one (1) set of consolidated comments on the administrative draft update. The County and CONTRACTOR may hold up to two (2) virtual meetings to discuss revisions and updates.

Deliverable:

One (1) Administrative Draft Updated Conservation and Open Space Element, inclusive of up to 5 new maps as needed (Word and PDF)

Task 10.2.5 – Public Draft Updated Conservation and Open Space Element

CONTRACTOR shall address one (1) set of compiled comments received from the County on the Administrative Draft Updated COS Element and, upon confirmation by the County that all parties who need to review the document have done so, and all consolidated comments have been provided, CONTRACTOR will revise the updated element and prepare one (1) Screencheck Draft Updated COS Element.

The CONTRACTOR shall address one (1) set of compiled comments received from the County on the Screencheck Draft Updated COS Element and prepare a Draft Updated COS Element for public review. The scope assumes all substantive edits, technical updates, and policy decisions will have been made during the Administrative Draft Updated COS Element review by the County.

Deliverables:

- *One (1) Screencheck Draft Updated COS Element (Word)*
- *One (1) Public Draft Updated COS Element for public review (Word and PDF)*

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

Task 10.3 – Environmental Analysis (CEQA Documentation-COS)

CONTRACTOR shall analyze the Conservation and Open Space Element under the California Environmental Quality Act (CEQA), and will include this environmental review and public review within the Initial Study/Mitigated Negative Declaration (MND) already scoped for the Safety Element Update and the new Environmental Justice Element (Task 7.2). This additional cost includes additional setting information, analysis of potential open space update impacts, and response to comments that raise issues of concern.

Deliverable:

- *COS Element information and analysis incorporated into the MND and deliverables for Task 7.2.*

Task 10.4 – Final Conservation and Open Space Element Update

CONTRACTOR shall update the draft element following public review as needed based on public comment and in consultation with the County. CONTRACTOR will also incorporate updates as needed in response to CEQA issues raised as part of the MND analysis (see Task 10.3). The County will approve any changes to be made to the element prior to CONTRACTOR making changes.

CONTRACTOR shall develop one (1) Screencheck Final Updated COS Element, and County will review. This scope anticipates that screencheck review and edits will be minor in nature, and that substantive or policy issues have been discussed and addressed in prior draft iterations of the element. CONTRACTOR shall incorporate one round of comments provided by the County for the Screencheck element, and shall develop one (1) Final Updated COS Element.

Deliverables:

- *One (1) Screencheck Final Draft Updated Conservation and Open Space Element (Word)*
- *One (1) Final Updated Conservation and Open Space Element (Word and PDF).*

Task 10.5 – Stakeholder Engagement and Public Hearing Attendance

CONTRACTOR shall participate in up to two (2) stakeholder meetings regarding SB 1425 and updates to the Conservation and Open Space Element in accordance with LCI’s recommendations outlined in the Discussion Draft Technical Advisory for SB 1425. The County will be

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

responsible for identifying stakeholder participants, sending all invites, scheduling and hosting the meetings (CONTRACTOR participation virtual only), and leading engagement. CONTRACTOR will prepare a Power Point presentation for each meeting, lead the presentation with support from the County, and take notes. This effort includes additional time to make updates to the goals, policies, and draft element update in response to stakeholder feedback as well as one round of County review of each presentation.

CONTRACTOR will also be available to participate in up to two (2) public hearings to answer questions pertaining to the element update. It is anticipated this would include one (1) Planning Commission hearing and one (1) Board of Supervisors hearing.

Deliverables:

- *Power Point Presentations (one (1) draft and one (1) final PPT for each meeting)*
- *Attendance for two staff at up to two (2) public hearings*

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **\$2,105,247** 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:

Task	Budget	Amendment Amount	Total Budget
Task 1 – Project Management & Coordination	\$186,825.25	\$5,000.00	\$191,825.25
Task 2 – Community Outreach and Engagement	\$104,723.75	\$0	\$104,723.75
Task 3 – Update to the Housing Element (6 th Cycle)	\$735,223.50	-\$8,106.00*	\$727,117.50
Task 4 – Update to the Safety Element	\$69,210.00	\$0	\$69,210.00
Task 5 – Preparation of an Environmental Justice Element	\$80,642.50	\$2,020.00	\$82,662.50
Task 6 – Public Hearings	\$22,125.00	\$0	\$22,125.00
Task 7 – Environmental Analysis (CEQA – Safety and Environmental Justice Elements	\$39,150.00	\$0	\$39,150.00

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

Task	Budget	Amendment Amount	Total Budget
Task 8 – Final Draft Hearings, Final Adoption and Certification	\$10,000.00	\$0	\$10,000.00
Task 9 - Environmental Analysis (CEQA – Housing Element)	\$489,586.00	\$204,415.00	\$694,001.00
Task 10 - Update to Conservation and Open Space Element	\$0	\$46,980.00	\$46,980.00
Contingency	\$352.00	\$117,100.00	\$117,452.00
TOTAL	\$1,737,838.00	\$367,409.00	\$2,105,247.00

**Funds moved to Contingency.*

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 \$117,100 (of which \$352 has been spent) to the overall cost of services to address unanticipated project tasks.
- CONTRACTOR estimated the project contingency budget needs of approximately \$18,106 for Task 3, \$8,000 for Task 7, \$81,598 for Task 9, and \$9,396 for Task 10. However, actual contingency requested usage will be based on project needs.
- CONTRACTOR shall obtain express written or email authorization from the County prior to proceeding with any additional tasks and utilizing contingency funding.

SCHEDULE

PEIR with final documents	Seven months from determination of final HEU sites and receipt of all requested data needs (not including hearings for recommendations and adoption).
Transportation Analysis	Upon final HEU sites and maximum unit calculations
Air Quality, GHG, Noise Technical Studies, and PEIR	Six weeks upon completion of Transportation Analysis

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

EXHIBIT A-3 – SCOPE OF WORK/PAYMENT PROVISIONS

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.

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