

**SECOND AMENDMENT TO THE
PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HARRIS AND ASSOCIATES, INC.
FOR FISCAL YEARS 2020-2021 THROUGH 2022-2023**

This Second Amendment to the Professional Services Agreement between County of Humboldt and HARRIS AND ASSOCIATES, INC., originally dated October 7, 2020, and previously amended on December 13, 2021, entered into this ____ day of _____, 2022, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and HARRIS AND ASSOCIATES, INC., a California Corporation, hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY, by and through its Planning and Building Department – Current Planning and Cannabis Planning Divisions, previously retained CONTRACTOR to provide preparation of staff reports, environmental documents, and peer review; and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character; and

WHEREAS, COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period; and

WHEREAS, CONTRACTOR represents that it is adequately trained, skilled, experienced and qualified to perform the environmental document preparation and peer review services required by COUNTY; and

WHEREAS, during the period of the Agreement, CONTRACTOR has consistently brought Current Planning and Cannabis Planning projects forward to public hearing before the appointed decision maker; and

WHEREAS, Section 4: Compensation, as increased in the First Amendment, has neared the maximum amount payable and CONTRACTOR and COUNTY wish to further increase the maximum amount payable to enable the CONTRACTOR to continue to work on assigned projects.

NOW THEREFORE, the parties hereto mutually agree as follows:

Section 4 COMPENSATION, subdivision A. Maximum Amount Payable, is hereby amended to read as follows:

4. COMPENSATION:

- A. Maximum Amount Payable. The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this

Agreement is One Million Dollars (\$1,000,000.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum dollar amount. However, if local, state, or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable hereunder or terminate this Agreement as provided herein.

Except as modified herein, the Agreement executed on October 7, 2020, and amended on December 13, 2021, shall remain in full force and effect. In the event of a conflict between the provisions of this Second Amendment and the original Agreement or the First Amendment, the provisions of this Second Amendment shall govern.

[Signatures on the Following Page]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the first date written above.

TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS:

- (1) CHAIRPERSON OF THE BOARD, PRESIDENT, OR VICE PRESIDENT; AND
- (2) SECRETARY, ASSISTANT SECRETARY, CHIEF FINANCIAL OFFICER OR TREASURER.

HARRIS AND ASSOCIATES, INC:

By: _____ Date: _____

Name: Diane Sandman

Title: Vice President

By: _____ Date: _____

Name: Michelle White

Title: Chief Operating Officer / Div. President / Secretary

COUNTY OF HUMBOLDT:

By: _____ Date: _____

John Ford, Director

Humboldt County Planning and Building Department

[Pursuant to Board of Supervisors authorization on October 6, 2020, File ID 20-1266]

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: _____ Date: _____

Risk Management