

**AMENDMENT TO THE  
CONSULTANT CONTRACT ID #A-2122-41  
DATED FEBRUARY 1, 2022 BETWEEN  
MOUNTAIN HOUSE COMMUNITY SERVICES DISTRICT  
AND HARRIS & ASSOCIATES.**

This First Amendment (“Amendment”) to the Consultant Contract ID #A-2122-41 dated February 1, 2022, is made and entered into this 16th day of February, 2022 by and between the Mountain House Community Services District, ("MHCS D") and Harris & Associates (“CONSULTANT”), and is effective as of the commencement date of this Amendment.

**RECITALS**

WHEREAS, on or about February 1, 2022, the Mountain House Community Services District and Harris & Associates entered into a Consultant Contract # A-2122-41 (“Agreement”);

WHEREAS, Section 3.1 of the Agreement provides Compensation;

WHEREAS, the Parties wish to amend Section 3.1 as follows:

THEREFORE, the parties agree to amend the Agreement as follows:

1. Section 3.1 of Agreement is hereby amended to read in full as follows:

**“Compensation**. MHCS D hereby agrees to pay Consultant a sum not to exceed One Hundred Ninety- Six Thousand, Five Hundred Fifty-Two Dollars, (\$196,552) notwithstanding any contrary indications that may be contained in Consultant’s proposal for services to be performed and reimbursable costs incurred under this Agreement. MHCS D shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from MHCS D to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to MHCS D in the manner specified herein. Except as specifically authorized by MHCS D in writing, Consultant shall not bill MHCS D for duplicate services performed by more than one person.

Consultant and MHCS D acknowledge and agree that compensation paid by MHCS D to Consultant under this Agreement is based upon Consultant’s estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. MHCS D therefore has no responsibility for such contributions beyond compensation required under this Agreement.”

Except as set forth above, each and every provision of the Agreement between the parties shall remain in full force and effect.

MOUNTAIN HOUSE COMMUNITY  
SERVICES DISTRICT

HARRIS & ASSOCIATES

By: \_\_\_\_\_  
Steven J. Pinkerton, General Manager

By: \_\_\_\_\_  
Alison Bouley, Senior Director

Approved as to Form:

By: \_\_\_\_\_  
District Counsel