

**RENEWAL AND AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN COUNTY OF MONTEREY AND
MICHAEL BAKER INTERNATIONAL, INC.**

THIS RENEWAL AND AMENDMENT NO. 4 to the Professional Services Agreement between the County of Monterey, a political subdivision of the State of California (“County”), and Michael Baker International, 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 a Professional Services Agreement with County on April 25, 2016 (“Agreement”) to provide affordable housing program administration services to update the existing lotteries and waitlists (“services”) for the East Garrison Inclusionary Housing Program (“Project”) through November 15, 2016 for an amount not to exceed \$1,750;

WHEREAS, Agreement was amended by the Parties on October 10, 2016 (“Amendment No. 1,” including Exhibit A-1 – Scope of Services) to expand the original scope of the Agreement to include corroborating forty-seven (47) homebuyers’ purchases of forty-seven (47) Workforce income level homes, as well as qualifying applicants to purchase moderate-income Inclusionary homes, and to extend the term for approximately nine (9) months through July 31, 2017, and to increase the amount by \$73,600 which resulted in a total not to exceed amount of \$75,350;

WHEREAS, Agreement was amended by the Parties on June 29, 2017 (“Amendment No. 2”) to extend the term for three additional (3) years through July 31, 2020 with no increase in the not to exceed amount;

WHEREAS, Agreement was amended on May 20, 2020 (“Amendment No. 3”) to extend the term for two (2) additional years to July 31, 2022; update the fee for Workforce II review and number of Workforce II applicants, and to increase the amount by \$14,650 for a total not to exceed amount of \$90,000;

WHEREAS, the Agreement expired by its own terms on July 31, 2022;

WHEREAS, the Parties wish to renew the Agreement to allow additional time for the CONTRACTOR to provide Workforce II home buyer qualification services; and

WHEREAS, the Parties wish to amend the Agreement to extend the term for two (2) additional years to July 31, 2024 with no increase in the not to exceed amount of \$90,000.

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

1. This Agreement is hereby renewed and amended retroactive to August 1, 2022, and all of its prior terms and conditions shall be deemed to have been in effect continuously since that time.

- Amend the first sentence of Paragraph 3, “TERM OF AGREEMENT,” to read as follows:

The term of this Agreement is from April 25, 2016 to July 31, 2024, unless sooner terminated pursuant to the terms of this Agreement.

- Amend County information in Paragraph 14, “NOTICES,” to read as follows:

FOR COUNTY:

Kathy Nielsen, Management Analyst II
 County of Monterey, Housing and Community Development
 1441 Schilling Place, South 2nd Floor, Salinas, CA 93901-4527
 Phone: (831) 755-4832
 Email: 194-HCD-Contracts@co.monterey.ca.us

- In all places within the Agreement, any reference to County’s email address of RMA-Finance-AP@co.monterey.ca.us for invoicing, is hereby replaced with 194-HCD-Finance@co.monterey.ca.us.

- Amend the contact information in Exhibit A, Scope of Services/Payment Provisions, Section A, “SCOPE OF SERVICES,” Paragraph A.2, under to the Agreement to read as follows:

Melanie Beretti, AICP, Principal Planner
 County of Monterey, Housing and Community Development
 1441 Schilling Place, South 2nd Floor
 Phone: (831) 755-5285
 Email: berettim@co.monterey.ca.us

- Amend Exhibit A, Scope of Services/Payment Provisions, Section A, SCOPE OF SERVICES, Paragraph B.1, COMPENSATION/PAYMENT, to add the following rate information:

Task	Cost
Workforce II Qualifications (per case)	\$600

Role	8/1/22 to 12/31/22	1/1/23 to 12/31/22	1/1/24 to 7/31/22
Program Director*	\$160.00	\$168.00	\$176.40
Project Manager*	\$135.00	\$141.75	\$148.84

*Billing rates are subject to a five percent (5%) increase on January 1st of each year.

- All references to the Resource Management Agency (RMA) in the Agreement or Amendment Nos. 1 through 3 shall be understood to mean Housing and Community Development (HCD) to the extent applicable.
- Except as amended herein, all other terms and conditions of the Agreement as previously amended by Amendments Nos. 1, 2 and 3, including all Exhibits thereto, remain unchanged by this Renewal and Amendment No. 4 and shall continue in full force and effect.

9. A copy of this Renewal and Amendment No. 4 shall be attached to the Agreement and incorporated therein as if fully set forth in the Agreement.

****This area intentionally left blank.****

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 4 to the Agreement which shall be effective as of the last date opposite the respective signatures below.

COUNTY OF MONTEREY

CONTRACTOR*

By: _____
Contracts/Purchasing Officer

Michael Baker International, Inc.
Contractor's Business Name

Date: _____

By: DocuSigned by:
William Hoose
(Signature of General President or Vice President)

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

William Hoose, Associate Vice President
(Print Name and Title)

By: DocuSigned by:
Sean Collins
F8D18D27506F8 Sean M. Collins
Deputy County Counsel

Date: 9/19/2022

Date: 9/20/2022

By: DocuSigned by:
Pamela Warfield
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Pamela Warfield, Assistant Secretary
(Print Name and Title)

Approved as to Fiscal Provisions

By: DocuSigned by:
Jennifer Forsyth
4E7E657875454 Auditor/Controller

Date: 9/19/2022

Date: 9/20/2022

*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 per California Corporations Code Section 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. If 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 this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.