

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
COUNTY OF MONTEREY AND
MICHAEL BAKER INTERNATIONAL, INC.**

Affordable Housing Program Administration Services

THIS AMENDMENT NO. 1 to the Professional Services Agreement (“Agreement”) dated April 25, 2016, is hereby made and entered into by and between Michael Baker International, Inc., hereinafter referred to as “Contractor”, and the Resource Management Agency of the County of Monterey, hereinafter referred to as “County.” The date of this Amendment No. 1 is the date of the last signature executed below.

WHEREAS, the County and Contractor entered into an Agreement dated April 25, 2016, for Contractor to update the County’s lotteries and wait lists for the East Garrison Project and conducted an outreach to persons on the lists to ensure they were still interested in and eligible for County affordable housing programs;

WHEREAS, the County desires to amend the Agreement to expand the current “Exhibit A Scope of Services” to include confirming the Workforce-income level buyers of 47 Workforce homes are income and asset qualified; and qualifying applicants to purchase moderate-income Inclusionary homes; and

WHEREAS, the County desires to amend the Agreement to increase the contract amount \$73,600, from \$1,750 to a total contract amount not to exceed \$75,350, to fund the expanded scope of work and extend the term of the contract to July 31, 2017;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, both parties agree as follows:

A. Paragraph 2. of the Agreement is amended to read:

“2.0 PAYMENT PROVISIONS. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$75,350.”
(Remainder of Paragraph 2. is unchanged.)

B. “Exhibit A Scope of Services” shall be added to by the “Exhibit A-1 Scope of Services,” attached hereto and incorporated by this reference.

C. Paragraph 3. Of the Agreement is amended to read:

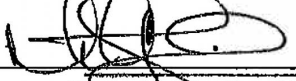
“3.0 TERM OF AGREEMENT. The term of this Agreement is from April 25, 2016 to July 31, 2017.” (Remainder of Paragraph 3, is unchanged.)

D. Except as herein stated, all terms, provisions and exhibits of the Agreement and are to remain in full force and effect.

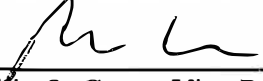
E. A copy of this Amendment No. 1 shall be attached to the Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1 as of the day and year last written below:

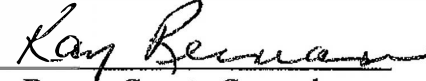
THE COUNTY OF MONTEREY

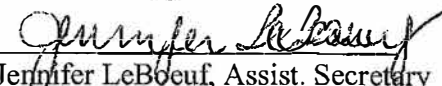
By: 
Deandra Lewelling, MBA
Deputy Purchasing Agent
County of Monterey
Print name: _____
Date: 10.10.16

MICHAEL BAKER INTERNATIONAL, INC.


By: 
Philip O. Carter, Vice-President
Date: October 3, 2016

APPROVED AS TO FORM:

By: 
Deputy County Counsel
Date: 10/6/16

By: 
Jennifer LeBoeuf, Assist. Secretary
Date: October 3, 2016

APPROVED AS TO LIABILITY PROVISIONS:

By: 
Risk Management
Date: _____

APPROVED AS TO FISCAL PROVISIONS:

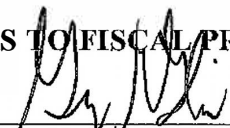
By: 
Auditor/Controller's Office
Date: 10-6-16

EXHIBIT A-1 SCOPE OF SERVICES
AMENDMENT NO. 1 TO STANDARD AGREEMENT
BETWEEN
COUNTY OF MONTEREY AND MICHAEL BAKER INTERNATIONAL, INC.

Affordable Housing Program Administration Services: ADDITIONAL SERVICES

Under the direction and guidance of County Staff, Contractor will continue to provide housing program administration services will expand to include but not be limited to the following tasks:

1. WORKFORCE II (180% Area Median Income) Affordable Housing Units

Contractor will review and corroborate homebuyers' purchase of 47 East Garrison Workforce II-income level homes.

a. As agreed upon by the Developer, UCP LLP will provide complete income and asset packages to the Contractor along with a copy of the fully executed Certificate Regarding Workforce II Housing by the East Garrison homebuyers;

b. Contactor will review the packages for Program qualification:

i. Verifications of employment

ii. Household composition using HUD's Income Calculation and Determination Guide for Federal Programs, Part 5 definition of annual income;

c. All documentation submitted by the Developer will be tracked on a checklist form and provided to the County for record-keeping.

d. Homebuyer packages with discrepancies will be given to the County as soon as they are identified.

2. INCLUSIONARY (120% Area Median Income) Affordable Housing Units

Contractor will review income and asset documents presented by homebuyers who have applied for the County's affordable housing program, to complete the process of determining Program eligibility.

a. Applicants will be evaluated for eligibility based on verification of income, assets, and current employment using HUD's Part 5 definition of annual income;

b. Contractor will assist applicants who have questions about the process;

c. Contractor will review completed applicant packages and present them to County Staff for formal approval;

d. Contractor will assist County Staff with preparing County Program purchase documents and coordinating the signings thereof.

The total cost for Contractor to provide these additional services will be based on a time-and materials basis: \$380 per Workforce II review-corroborate applicant (estimated at 47); and \$2,650 per Inclusionary homebuyer applicant. Invoices will be presented to the County monthly and will include itemized descriptions of work performed and the date and amount for each charge.

The total contract amount is not to exceed **\$75,350**.

Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1, and shall continue in full force and effect.