

**COUNTY OF MONTEREY STANDARD AGREEMENT
(NOT TO EXCEED \$100,000)**

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Pacific Municipal Consultants dba PMC
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION

- 1.01 The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide assistance with administration of COUNTY housing programs including those funded through California State CDBG and HCD programs, Federal HUD programs and such other programs as requested by COUNTY.

2.0 PAYMENT PROVISIONS

- 2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of \$ 10,000.00.

3.0 TERM OF AGREEMENT

- 3.01 The term of this Agreement is from January 2, 2015 to June 30, 2017, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.

- 3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS

- 4.01 The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Substitution of Paragraph 8.: INDEMNIFICATION

5.0 PERFORMANCE STANDARDS.

- 5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS.

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced by CONTRACTOR a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. 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.

7.0 TERMINATION.

- 7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.
- 7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of

CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

- 7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION

- 8.01 Contractor shall indemnify, defend, and hold harmless the County of Monterey (hereinafter "County"), its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the County. The Contractor shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Contractor is obligated to indemnify, defend and hold harmless the County under this Agreement.

Refer to Exhibit B: Substitution of Paragraph 8 - INDEMNIFICATION

9.0 INSURANCE REQUIREMENTS

Please initial here: *sc / OK*

- 9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

- 9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

- 9.03 Insurance Coverage Requirements: Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of

three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 81 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02-99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by

CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS

12.01 If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall

be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR

- 13.01 In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES

- 14.01 Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
David L. Spaur, Director, Economic Development Department	Philip O. Carter, President, PMC
Name and Title	Name and Title
168 West Alisal Street, 3rd Floor, Salinas, CA 98901	2729 Prospect Park Drive, #220, Rancho Cordova, CA 95670
Address	Address
(831) 755-5390 / Fax: (831) 755-5398	(916) 391-8384 / Fax: (916) 361-1514
Phone	Phone

15.0 MISCELLANEOUS PROVISIONS

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.



16.0 SIGNATURE PAGE

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY		CONTRACTOR	
By: <u><i>Debra Bayard</i></u>		PMC	
Contracts/Purchasing Officer		Contractor's Business Name*	
Date: <u>11/4/15</u>			
By: _____	By: <u><i>[Signature]</i></u>		
Department Head (if applicable)		(Signature of Chair, President, or Vice-President)*	
Date: _____			
Approved as to Form		<u><i>Philip D. Carter</i></u>	President
By: <u><i>[Signature]</i></u>	Date: <u>12-22-14</u>		Name and Title
County Counsel			
Date: <u>January 2015</u>			
By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>		
Approved as to Fiscal Provisions		(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*	
By: <u><i>[Signature]</i></u>		<u><i>Jean Le Boeuf</i></u>	Secretary
Auditor/Controller			Name and Title
Date: <u>1-2-15</u>	Date: <u>12-22-14</u>		
RISK MANAGEMENT			
COUNTY OF MONTEREY			
APPROVED AS TO INDEMNITY/			
INSURANCE LANGUAGE			
By: <u><i>[Signature]</i></u>	By: <u><i>[Signature]</i></u>		
Risk Management			
Date: <u>1-2-15</u>			

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the 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.

¹Approval by County Counsel is required

²Approval by Auditor/Controller is required

³Approval by Risk Management is required only if changes are made in sections 7 or 8

**EXHIBIT A
SCOPE OF SERVICES**

**COUNTY STANDARD AGREEMENT
BETWEEN
THE COUNTY OF MONTEREY AND PMC**

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated January 2, 2015, governing work to be performed under the above referenced Agreement, the nature of the working relationship between the County of Monterey's Economic Development Department ("COUNTY") and PMC ("CONTRACTOR"), and specific obligations of the CONTRACTOR.

Under the direction of the Economic Development Department Staff, CONTRACTOR shall assist COUNTY with administration of the department's housing including those funded through California State CDBG and HCD programs, Federal HUD programs and such other programs as requested by COUNTY. Tasks will include the following:

- CONTRACTOR will review files and documents for completion and identify gaps in documentation.
- CONTRACTOR will organize documents into appropriate files in a manner to facilitate monitoring.

BUDGET

Services to be provided through this contract will be billed on an hourly basis consistent with the following Fee Schedule:

FEE SCHEDULE

	<u>Hourly Rate</u>
Project Director	\$145
Project Manager	\$115
Associate Grants Specialist	\$85

Outside consultant charges, reproduction charges, fees, postage, travel and other related reimbursable expenses will be billed at cost; mileage and travel costs billed to the COUNTY may not exceed rates established by current Policy located on the County's web site at the following link:

http://www.co.monterey.ca.us/auditor/pdfs/County_Travel_Business_Expense_Policy_12-5-12.pdf

Appropriate documents required by County Policy shall accompany all requests for payment and reimbursement.

CONTRACTOR invoices shall include a running total of all amounts billed to date of invoice.

CONTRACTOR shall provide notice to COUNTY Staff when costs reach \$5,000.

Total costs for services to be provided by this contract shall not exceed \$10,000.

EXHIBIT B

PMC

Substitution of Paragraph 8.: INDEMNIFICATION

8. **INDEMNIFICATION.** For liability arising from professional and technical services provided under this agreement, CONTRACTOR shall indemnify, defend and hold harmless the County of Monterey, its governing board, directors and employees from any loss, injury, damage, expense, and liability to the extent arising out of the negligence of CONTRACTOR, its employees, subconsultants or agents.

For any liability, other than arising out of professional and technical services, CONTRACTOR shall indemnify, defend and hold harmless, the County of Monterey, its governing board, directors, officers, and employees from any loss, injury, damage, expense and liability resulting from injury to or death of any person and loss of or damage to property, or claim of such injury, death, loss or damage caused by an act or omission in the performance under this Agreement by CONTRACTOR, its employees, subconsultants or agents, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of the County of Monterey.

Please initial here: re/ JK

**AMENDMENT NO. 1 TO
STANDARD AGREEMENT
BETWEEN
COUNTY OF MONTEREY AND PACIFIC MUNICIPAL CONSULTANTS dba PMC**

Assistance with Administration of Housing Programs

THIS AMENDMENT NO. 1 to the Standard Agreement ("Agreement") dated January 2, 2015, is hereby made and entered into by and between PMC, hereinafter called "Contractor", and the Economic Development Department of the County of Monterey, hereinafter referred to as "County." For purposes of reference, the date of this Amendment No. 1 is May 15, 2015.

WHEREAS, the County and Contractor have heretofore entered into an Agreement dated January 2, 2015, for Contractor to assist County with administration of County's housing programs including those funded through California State CDBG and HCD programs, Federal HUD programs and such other programs as requested by County;

WHEREAS, the County desires to amend the Agreement to increase contract amount \$30,000 for a total contract amount not to exceed \$40,000. The amount of work to be completed exceeds original estimates;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and in Agreement dated January 2, 2015, 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 \$40,000."
(Remainder of Paragraph 2. is unchanged.)
- C. Except as herein stated all terms, provisions and exhibits of original agreement are to remain in full force and effect.
- D. A copy of this Amendment No. 1 shall be attached to Standard Agreement dated January 2, 2015.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 1 to Standard Agreement dated January 1, 2015, as of the day and year last written below:

THE COUNTY OF MONTEREY

PMC

By: [Signature]
Print name: Robert Durham
Date: 5/14/15
Deputy Contracts/Purchasing
Agents

By: [Signature]
Philip O. Carter, ~~President~~ Vice-President
Date: 5/11/15

APPROVED AS TO FORM:

By: [Signature]
Deputy County Counsel

By: Jennifer LeBouf
Jennifer LeBouf, ~~Secretary~~ Assistant Secretary
Date: 5/11/15

Date: May 12, 2015

APPROVED AS TO LIABILITY PROVISIONS:
RISK MANAGEMENT

COUNTY OF MONTEREY
By: [Signature]
APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

By: [Signature]
Date: 5-13-15

APPROVED AS TO FISCAL PROVISIONS:

By: [Signature]
Auditor/Controller's Office

Date: 5-13-15

**AMENDMENT NO. 2 TO
STANDARD AGREEMENT
BETWEEN
COUNTY OF MONTEREY AND
MICHAEL BAKER INTERNATIONAL, INC.**

Assistance with Administration of Housing Programs

THIS AMENDMENT NO. 2 to the Standard Agreement ("Agreement") dated January 2, 2015, is hereby made and entered into by and between Michael Baker International, Inc., hereinafter called "Contractor", and the Economic Development Department of the County of Monterey, hereinafter referred to as "County." For purposes of reference, the date of this Amendment No. 2 is December 8, 2015.

WHEREAS, the County and Pacific Municipal Consultants (dba PMC), hereinafter called "PMC," entered into an Agreement dated January 2, 2015, for PMC to assist County with the administration of the County's housing programs including those funded through California State CDBG and HCD programs, Federal HUD programs, and such other programs as requested by County;

WHEREAS, on May 15, 2015, the County and PMC entered into Amendment No. 1 to Standard Agreement, hereinafter called "Amendment No. 1," to increase the contract amount to an amount not to exceed \$40,000;

WHEREAS, on July 1, 2015, PMC was acquired by and merged with Contractor;

WHEREAS, effective the date of this Amendment No. 2, Michael Baker International, Inc., hereinafter known as "Contractor" hereby assumes and agrees to keep, perform and fulfill all of the terms, covenants, conditions and obligations required to be kept, performed and fulfilled by Pacific Municipal Consultants under this Agreement;

WHEREAS, the County desires amend the Agreement to add to the current "Exhibit A Scope of Services" to include providing assistance with the County's Inclusionary Housing Program and other affordable housing programs; and

WHEREAS, the County desires to amend the Agreement to increase the contract amount of \$40,000 to a total contract amount not to exceed \$80,000 to fund the expanded scope of work;

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 \$80,000."
(Remainder of Paragraph 2. is unchanged.)

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- 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. Except as herein stated, all terms, provisions and exhibits of the Agreement and Amendment No. 1 are to remain in full force and effect.
- D. A copy of this Amendment No. 2 shall be attached to the Agreement and Amendment No. 1.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 2 as of the day and year last written below:

THE COUNTY OF MONTEREY


By: 
 Print name: DAVID SPAUR
 Date: 12/9/2015

PMC

By: 
 Philip O. Carter, Vice-President
 Date: 12-4-2015

APPROVED AS TO FORM:

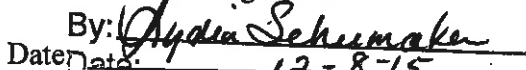
By: 
 Deputy County Counsel

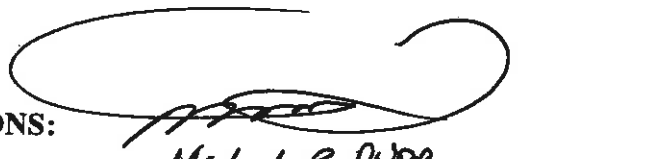
By: 
 Jennifer LeBoeuf, Assistant Secretary
 Date: 12-4-2015

Date: 12/7/15
 RISK MANAGEMENT

APPROVED AS TO MONTEREY PROVISIONS:

APPROVED AS TO INDEMNITY/
 By: INSURANCE LANGUAGE
 Risk Management

By: 
 Date: 12-8-15

 12.11.15
 MEHUL R. DURR
 CONTRACTS/PURCHASING OFFICER
 COUNTY OF MONTEREY

APPROVED AS TO FISCAL PROVISIONS:

By: 
 Auditor/Controller's Office

Date: 12/8/15

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EXHIBIT A-1 SCOPE OF SERVICES

AMENDMENT NO. 2 TO STANDARD AGREEMENT

BETWEEN

COUNTY OF MONTEREY AND MICHAEL BAKER INTERNATIONAL, INC.

Assistance and Administration of Housing Programs

ADDITIONAL SERVICES

Contractor will continue to assist the County with administration of the Economic Development Department's housing programs including those funded through California State CDBG and HCD programs, Federal HUD programs, and such other programs as requested by County as detailed in "Exhibit A Scope of Services."

The County hereby expands the services provided by the Contractor to include assistance with the County's Inclusionary Housing Program. Additional services to be provided shall include, but not be limited to, the following tasks:

1. Public and in-house inquiries regarding the Inclusionary Housing Program;
2. Requests for value letters for homeowners wishing to sell or refinance their Inclusionary unit;
3. Inclusionary resale transactions including but not limited to qualifying the prospective buyer and back-up buyer for the Program, gathering support documentation from the seller, escrow/title company, and lender, and preparing County purchase documents for buyer's signature;
4. Inclusionary refinance transactions including but not limited to gathering pertinent documentation from the homeowner, lender, and escrow/title company required for the County to approve the refinance, and prepare Subordination Agreement and Request for Notice for County and homeowners' signatures;
5. Manage the County's Inclusionary Home Owner Occupancy Certification monitoring process of sending the form to the homeowner to be completed and returned with a copy of their homeowners insurance declarations page and a copy of a utility bill verifying it was sent to the homeowner at the property address; and
6. Manage the Inclusionary Housing Rental Annual Project Compliance Report and Tenant Income and Rent Verification monitoring process.

The cost for Contractor to provide these additional services concerning the County's Inclusionary Housing Program shall be no more than **\$40,000**; the total cost for all services shall be no more than **\$80,000**.

Except as provided herein, all remaining terms, conditions and provisions of the Agreement and Amendment No. 1 are unchanged and unaffected by this Amendment No. 2, and shall continue in full force and effect.

**AMENDMENT NO. 3 TO
STANDARD AGREEMENT
BETWEEN
COUNTY OF MONTEREY AND
MICHAEL BAKER INTERNATIONAL, INC.**

Assistance with Administration of Housing Programs

THIS AMENDMENT NO. 3 to the Standard Agreement ("Agreement") dated January 2, 2015, is hereby made and entered into by and between Michael Baker International, Inc., hereinafter referred to as "Contractor", and the Economic Development Department of the County of Monterey, hereinafter referred to as "County." The date of this Amendment No. 3 is the date of the last signature executed below.

WHEREAS, the County and Pacific Municipal Consultants (dba PMC), hereinafter called "PMC," entered into an Agreement dated January 2, 2015, for PMC to assist County with the administration of the County's housing programs including those funded through California State CDBG and HCD programs, Federal HUD programs, and such other programs as requested by County;

WHEREAS, on May 15, 2015, the County and PMC entered into Amendment No. 1 to Standard Agreement, hereinafter called "Amendment No. 1," to increase the contract amount to an amount not to exceed \$40,000;

WHEREAS, on July 1, 2015, PMC was acquired by and merged with Contractor;

WHEREAS, on December 8, 2015, the County and Contractor entered into Amendment No. 2 to Standard Agreement, hereinafter called "Amendment No. 2", to add to the current "Exhibit A Scope of Services" to include providing assistance with the County's Inclusionary Housing Program and other affordable housing programs, and to increase the contract amount of \$40,000 for a total contract amount not to exceed \$80,000 to fund the expanded scope of work; and

WHEREAS, due to staffing changes, the County now desires to amend the Agreement to increase the contract amount of \$80,000 to a total contract amount not to exceed \$100,000 for Contractor to continue to assist the Economic Development Department with administration of the County's housing programs including those funded through California State CDBG and HCD programs, Federal HUD programs, and such other programs as requested by County as detailed in "Exhibit A Scope of Services" and "Exhibit A-1 Additional Services".

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 \$100,000." (Remainder of Paragraph 2. is unchanged.)

- B. Except as herein stated, all terms, provisions and exhibits of the Agreement and Amendment Nos. 1 and 2 are to remain in full force and effect.
- C. A copy of this Amendment No. 3 shall be attached to the Agreement and Amendment Nos. 1 and 2.

IN WITNESS WHEREOF, the parties hereby execute this Amendment No. 3 as of the day and year last written below:

THE COUNTY OF MONTEREY

By: Debra Wilson
Print name: Debra Wilson
Date: 10 Jun 2016

PMC

By: Kevin Gustorf
Kevin Gustorf, Vice-President
Date: 6/2/2016

APPROVED AS TO FORM:

By: Deborah M. Encinas
Deputy County Counsel

By: Jennifer LeBoeuf
Jennifer LeBoeuf, Assistant Secretary
Date: 6/2/2016

Date: June 7, 2016

APPROVED AS TO INDEMNITY/

INSURANCE LANGUAGE:
Risk Management

By: Dan Schumaker
Date: 6-8-16

APPROVED AS TO FISCAL PROVISIONS:

By: Don Kelly
Auditor/Controller's Office
Date: 6/8/16