

Housing Group LLC
doing business as
HousingINC

SECOND AMENDMENT TO AGREEMENT FOR SERVICES #7389

THIS SECOND AMENDMENT to that Agreement for Services #7389 made and entered into by and between the County of El Dorado, a political subdivision of the State of California (hereinafter referred to as "County"), and Housing Group LLC, a limited liability corporation, doing business as HousingINC, duly qualified to conduct business in the State of California, whose principal place of business is 9240 Oak Leaf Way, Granite Bay, California 95746 (hereinafter referred to as "Consultant").

R E C I T A L S

WHEREAS, Consultant has been engaged by County to provide a needs assessment and development of a preliminary scope of work for its Housing, Community and Economic Development (HCED) Program administration services for the Planning and Building Department pursuant to Agreement for Services #7389, dated April 4, 2023, and First Amendment to Agreement for Services #7389, dated April 2, 2024, incorporated herein and made by reference a part hereof (hereinafter referred to as "Agreement");

WHEREAS, the parties hereto desire to amend the Agreement to augment the scope of work, amending **ARTICLE I, Scope of Work**, and adding **Exhibit A-2, Additional Scope of Work**, to incorporate an additional task required to see the HCED Program through to completion;

WHEREAS, the parties hereto desire to amend the Agreement to extend the expiration date of July 8, 2024 for two (2) additional years, amending **ARTICLE II, Term**;

WHEREAS, the parties hereto desire to amend the Agreement to increase the not-to-exceed compensation amount of the Agreement by \$360,000, and to include an updated cost estimate, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B-1, Amended Hourly Rates and Cost Estimate**;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter contained, County and Consultant mutually agree to amend the terms of the Agreement in this Second Amendment to Agreement for Services #7389 on the following terms and conditions:

- I. **ARTICLE I, Scope of Work**, of the Agreement is amended in its entirety to read as follows:

ARTICLE I

Scope of Work: Consultant is engaged in the business of doing the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, marked "Scope of Work," Exhibit A-1, marked "Additional Scope of Work," and Exhibit A-2, marked "Additional Scope of Work," all incorporated herein and made by reference a part hereof, or as identified in individual Work Orders to be issued in accordance with this Agreement, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work.

Consultant agrees to furnish, at Consultant's own cost and expense, all personnel, subconsultants, equipment, tools, materials, and services necessary to perform the services and tasks required under this Agreement, including those services and tasks that are identified in Exhibit A, Exhibit A-1, and Exhibit A-2, and those services and tasks that are reasonably necessary for the completion of the work identified in the Scope of Work. Consultant shall complete those services and tasks in accordance with Amended Exhibit B-1, marked "Amended Hourly Rates and Cost Estimate," incorporated herein and made by reference a part hereof.

For each as-needed work assignment, the specific services for each assignment shall be determined at a meeting, by email, or telephone conference between County's Contract Administrator and Consultant. For each work assignment, Consultant shall provide a written quote to County's Contract Administrator. Upon receipt and approval of each quote, County's Contract Administrator will issue a separate written Work Order to Consultant for each as-needed work assignment identifying the specific site where the work will be performed, a description of the work or other services to be performed, any required deliverables, including reports or other documents to be supplied in connection with the work assignment, a specific date by which the work shall be completed, and a not-to-exceed cost to complete the work. Consultant shall not commence work until receiving the written Work Order. No payment will be made for any work performed prior to approval and full execution of the Work Order or beyond the earlier of the expiration date of the Work Order or expiration of the underlying Agreement, and no payment will be made for amounts in excess of the not-to-exceed amount of the Work Order.

In addition to the specific services identified in Exhibit A, Exhibit A-1, and Exhibit A-2, this Agreement may also include additional scope of work items or Contingency Work. Such Contingency Work may supplement, expand, or otherwise modify the Scope of Work or may include tasks that are deemed critical by County's Contract Administrator to the furtherance of the project. Before proceeding with any work concerning Contingency Services under this Agreement, the parties shall identify the specific services to be provided for each

assignment. The specific services for each Contingency Services work assignment shall be determined at a meeting, by email, or telephone conference between Consultant and County's Contract Administrator, or designee, to discuss the needs, applicable standards, required deliverables, specific Consultant staff, and subconsultants, if applicable. Within an agreed timeframe as determined by County's Contract Administrator, following the meeting or telephone conference, Consultant shall provide County's Contract Administrator with a written scope of work, a schedule including a list of tasks with completion dates, a target completion date for the overall scope of work, and a not-to exceed cost itemization to complete the work (resulting in a Work Order), which shall require written approval, authorization, and written notification to proceed from County's Contract Administrator, prior to commencement of the work.

The period of performance for Work Orders shall be in accordance with dates specified in each Work Order. No payment will be made for any work performed before or after the period of performance in the Work Order unless County's Contract Administrator and Consultant amend the Work Order. No Work Order will be written which exceeds the cumulative total of the not-to-exceed dollar amount of this Agreement. No Work Order will be written which extends beyond the expiration date of this Agreement.

Deliverables shall be submitted via electronic file and Consultant shall produce the file using Microsoft Office (MS) 365 applications (specifically, MS Word, MS PowerPoint, and MS Excel). Signed reports shall be submitted in Adobe portable document format (PDF). All deliverables shall be submitted in the language, format and design that are compatible with and completely transferable to County's computer, and that are acceptable to County's Contract Administrator. Newer versions of software may be used, and other types of software used for analytical purposes may be authorized if approved in advance of the submittal by County's Contract Administrator. Consultant shall submit all deliverables to County's Contract Administrator in accordance with completion time schedules identified in the individual Work Orders issued pursuant to this Agreement. Failure to submit the required deliverables in the format required may be grounds for termination of the Agreement, as provided in ARTICLE XV, Default, Termination, and Cancellation, herein.

Consultant shall perform the services and tasks required under this Agreement in a safe, professional, skillful, and workmanlike manner. Consultant is responsible for ensuring that its employees, as well as any subconsultant if applicable, perform the services and tasks required under this Agreement accordingly. All of the services included in the Scope of Work, or in the individual Work Orders issued pursuant to this Agreement, are the responsibility of Consultant unless specifically described as a task or item of work to be provided by County. Consultant shall be responsible for the supervision, administration, and work performed by any subconsultant for services rendered under this Agreement. County shall have no right of control over the manner in which work is to be done

and shall, therefore, not be charged with responsibility of preventing risk to Consultant or its employees, agents, associates, representatives, or subconsultants.

Consultant shall follow all ordinances in accordance with the El Dorado County Ordinance Code.

II. **ARTICLE II, Term**, of the Agreement is amended in its entirety to read as follows:

ARTICLE II

Term: This Agreement shall become effective when fully executed by the parties hereto and shall expire on July 8, 2026.

III. **ARTICLE III, Compensation for Services**, of the Agreement is amended in its entirety to read as follows:

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables described in Exhibit A, Exhibit A-1, and Exhibit A-2 or in the individual Work Orders issued pursuant to this agreement, County agrees to pay Consultant upon the satisfactory completion and County's acceptance of work, in arrears. Payment shall be made within forty-five (45) days following County's receipt and approval of itemized invoices identifying the services rendered.

For the purposes hereof, for the period beginning with the effective date of this Agreement and continuing until the day before the effective date of the First Amendment to the Agreement, the billing rates shall be in accordance with Exhibit B, marked "Hourly Rates and Cost Estimate," incorporated herein and made by reference a part hereof.

For the period beginning with the First Amendment to the Agreement and continuing until the day before the effective date of the Second Amendment to the Agreement, the billing rates shall be in accordance with Amended Exhibit B, marked "Amended Hourly Rates and Cost Estimate," incorporated herein and made by reference a part hereof.

For the period beginning with the effective date of the Second Amendment and continuing through the remaining term of the Agreement, the billing rates shall be in accordance with Amended Exhibit B-1, marked "Amended Hourly Rates and Cost Estimate," incorporated herein and made by reference a part hereof.

Other direct costs, including subconsultants' services authorized herein, shall be invoiced at Consultant's cost, without markup, for the services rendered. Any invoices that include other direct costs or subconsultant costs shall be accompanied by backup documentation to substantiate Consultant's costs for the services being billed on those invoices.

Mileage will be reimbursed for services performed by Consultant. Reimbursement for mileage expenses for Consultant shall not exceed the rates to be paid to County employees under the current Board of Supervisors Travel Policy at the time the mileage and/or travel expenses are incurred. There shall be no markups allowed on mileage expenses for Consultant. Any reimbursements for mileage expenses, if any, will only be made if such expenses are included in the budget of an approved and fully executed work assignment authorization issued pursuant to this Agreement.

The total amount of this Agreement shall not exceed \$420,000, inclusive of all Work Orders and amended Work Orders, all work of subconsultants, and all costs, taxes, and expenses. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this Agreement through Work Orders.

Itemized invoices shall follow the format specified by County and shall reference this Agreement number and the County-supplied Work Order number on their faces. Consultant shall bill County for only one (1) Work Order per invoice. Consultant shall attach copies of any progress reports required under the provisions of ARTICLE V, Progress Reports, herein, that relate to the services being billed, as backup documentation to any invoices submitted for payment under the terms of this Agreement. Copies of documentation attached to invoices shall reflect Consultant's charges for the specific services billed on those invoices. Consultant shall bill County for only one (1) Work Order per invoice. Invoices shall be mailed to County at the following address:

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, California 95667

Attn.: Patricia Soto
Administrative Technician

or to such other location as County directs.

In the event that Consultant fails to deliver, in the format specified, the deliverables and progress reports required by this Agreement or in the individual Work Orders issued pursuant to this Agreement, County at its sole option may delay the payment for the period of time of the delay, cease all payments until such time as the required deliverables or progress reports are received, or proceed as set forth below in ARTICLE XV, Default, Termination, and Cancellation, herein.

Except as herein amended, all other parts and sections of Agreement for Services #7389 shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Agreement for Services #7389 on the dates indicated below.

--COUNTY OF EL DORADO--

By: _____

Dated: _____


Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

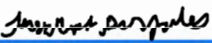
By: _____
Deputy Clerk

Dated: _____

**--HOUSING GROUP LLC
doing business as
HOUSINGINC--**

By: 
Robyn van Ekelenburg (May 31, 2024 15:02 PDT)
Robyn van Ekelenburg
Managing Principal
"Consultant"

Dated: 05/31/2024

By: 
Teresa E. Martinez Gonzales (May 31, 2024 15:04 PDT)
Teresa Martinez Gonzales
Director

Dated: 05/31/2024

Housing Group, LLC

doing business as

HousingINC

Exhibit A-2

Additional Scope of Work

Consultant shall perform additional duties not covered in the original scope of work including at a minimum:

Task 4

Task 4.1 Grant Program Administration

- Perform day-to-day and long-term administration, management, tracking and reporting tasks for programs/projects that include at a minimum, individual borrower or developers application, interest list, and loan servicing and monitoring for Affordable Housing Trust Fund, Traffic Impact Fee (TIF) Offset, Building Deferral Offset, Home Investment Partnership Program (HOME), Community Development Block Grant (CDBG), Permanent Local Housing Allocation (PLHA) and other state and/or federal loan programs.
- Answer calls and respond in a timely manner to emails from current and interested program participants and partners.
- Review and underwrite applicant/developer applications for program/property eligibility
- Coordinate loan review committee and issue approval or denial letters
- Process and manage pay-off, subordination requests, and reconveyances, including supporting documentation for recording, when necessary.
- Underwrite and coordinate loan documents for TIF Offset Program (Board Policy B-14).
- Underwrite and coordinate loan documents for Hardship Fee Deferral Program (Board Policy B-11).
- Develop process and train fiscal department to implement and onboard recurring loan payments for developers and borrowers.
- Coordinate with individual borrowers on an annual basis to verify compliance with loan agreements and terms.
- Work with the County to remedy potential program defaults in accordance with signed agreements.
- Maintain and/or develop loan database with borrower loan information.

Task 4.2: Grant Program Administration

- Program implementation for the following programs/projects including but not limited to:
- PLHA – Homebuyer Assistance or ADU loan program
- PLHA – Pre-Development loan fund and housing loans
- HOME – First Time Homebuyer Loan Program (grant and/or program income)
- HOME – Owner Occupied Rehab (OOR)
- CDBG
- Identify, evaluate, assess, and respond to funding and program opportunities – grant applications, future Notice of Funding Availability (NOFAs) etc., confer with County staff on Board items, and document filing.
- Review, outline, organize program templates, and suggest modifications that are aligned with industry best practices.
- Ensure compliance for all Grant Awards with oversight of County staff.

Task 4.3: Department Support

- Archive and organize electronic files in the County shared drive.
- Build relationships and partnerships with program participants and invested community members.
- Provide guidance and assistance with Development Agreements and other Department processes.
- Attend Board meetings when applicable, virtually or in person with County approval.
- Attend Technical Advisory Committee (TAC) meetings and other meetings associated with affordable housing development and provide comments as necessary.
- Maintain and/or develop new program guidelines, structure, and operations for ongoing administration and monitoring for the loan programs.
- Maintain and/or develop new program guidelines, structure, and operations for researching, applying, and executing grant programs.
- Develop County Housing Unit Operations Manual and Underwriting Guidelines.
- Coordinate with Finance Division on Housing Unit financial collection and reporting procedures.
- Consult County Staff on Affordable Housing Task Force Program as needed.
- Develop and implement program marketing and outreach strategies for loans and grant programs for the County, as needed and/or appropriate.

Deliverables

1. Submit regular reports, as directed, to County staff, in the format and timing as agreed upon in advance. Reports shall include at a minimum, updates and details on activities such as:

- Day-to-day and long-term program administration – PLHA, HOME, CDBG, Affordable Housing Task Force, Affordable Housing Trust Fund, etc.
 - Customer service logs
 - Records of service and information requests with actions performed and status.
 - Applications received and underwriting processing.
 - Payoffs, subordinations, reconveyances
 - TIF Offset Program and Hardship Fee Deferral underwriting
 - Individual borrower compliance
 - Partner/relationship status updates
 - Funding opportunities
2. Archive and organize electronic files.
- Participant files, regulatory agreements, and the County's existing inventory for all loan and agreement accounts
 - Program operation files
3. Housing Unit Desk Manual – Including at a minimum; Internal Program Operations Manual and Underwriting Guidelines, includes Housing Unit systems, protocols, forms, templates, etc.

Housing Group, LLC

dba HousingINC

Amended Exhibit B-1

Amended Hourly Rates and Cost Estimate

All of Consultant's services, inclusive of any Work Orders issued pursuant to this Agreement, shall be in accordance with the following hourly rates and cost estimate.

Hourly Rates:

Classification	Rate
Managing Partner/Principal	\$150/hour
Director	\$150/hour
Program Manager	\$150/hour

Cost Estimate:

Phase/Task	Description	Cost
Tasks 1 and 2		\$30,000
Task 3		\$20,000
Task 4		\$330,000
	Subtotal:	\$380,000
Supplemental Tasks/Project Contingency		\$40,000
	Total Cost Estimate:	\$420,000

All expenses and their distribution among the tasks above are estimates only. This Exhibit represents the composition of the not-to-exceed budget for this Agreement. In the performance of the Scope of Work to be provided in accordance with this Cost Estimate, Consultant may request to reallocate the expenses listed herein among the various Tasks and Supplemental Tasks/Project Contingency identified herein, subject to County Contract Administrator's prior written approval. In no event shall the total not-to-exceed amount of the Agreement be exceeded.