

Housing Group LLC
doing business as HousingINC
Housing, Community, and Economic (HCED) Program Administration

AGREEMENT FOR SERVICES #7389

THIS AGREEMENT, 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");

RECITALS

WHEREAS, County has determined that it is necessary to obtain a consultant to provide a needs assessment and development of a preliminary scope of work for its Housing, Community and Economic Development (HCED) Program administration services as required for its Planning and Building Department;

WHEREAS, Consultant has represented to County that it is specially trained, experienced, is an expert, and competent to perform the special services described in ARTICLE I, Scope of Work; that it is an independent and bona fide business operation, advertises and holds itself as such, is in possession of a valid business license, and is customarily engaged in an independently established business that provides similar services to others; and County relies upon those representations;

WHEREAS, it is the intent of the parties hereto that such services be in conformity with all applicable state and local laws;

WHEREAS, County has determined that the provision of such services provided by Consultant are in the public's best interest and that these services are more economically and feasibly performed by outside independent consultants than County employees, in accordance with El Dorado County Ordinance Code, Section 3.13.030(a), by El Dorado County Charter, Section 210(b)(6) and/or Government Code Section 31000;

NOW, THEREFORE, County and Consultant mutually agree 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," 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, 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 Exhibit B, marked "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, 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.

ARTICLE II

Term: This Agreement shall become effective upon final execution by both parties hereto and shall expire one (1) year thereafter.

ARTICLE III

Compensation for Services: For services provided herein, including any deliverables described in Exhibit A 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, the billing rates shall be in accordance with Exhibit B.

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 \$40,000, 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.

ARTICLE IV

Taxes: Consultant certifies that as of today's date, it is not in default on any unsecured property taxes or other taxes or fees owed by Consultant to County. Consultant agrees that it shall not default on any obligations to County during the term of this Agreement.

ARTICLE V

Progress Reports: Consultant shall submit written progress reports to County's Contract Administrator at intervals that are commensurate with the requirements of the items of work and tasks being performed and based upon a mutually agreeable schedule. At a minimum, Consultant shall submit progress reports once per month. Consultant shall prepare the reports in a sufficiently detailed manner for County's Contract Administrator to determine if Consultant is performing to expectations and is on schedule to provide the services and deliverables described in the Scope of Work, to provide communication of interim findings, and to afford occasions for airing difficulties or special circumstances encountered so that remedies can be developed. County shall review the report to ensure that Consultant's services and deliverables adhere to current County requirements applicable to the project as determined by County's Contract Administrator, and Consultant shall modify its work if the County's Contract Administrator determined it is necessary to meet current County requirements applicable to the project. Consultant shall include in a progress report the total number of hours worked by Consultant and any authorized subconsultants; a descriptions of the tasks and work performed, including a description of any deliverables submitted during the reporting period; and the anticipated tasks, work, and deliverables proposed for the subsequent reporting period. Any invoices submitted by Consultant for payment under the terms of this Agreement shall include copies of the progress reports that relate to the services being billed on those invoices.

ARTICLE VI

Ownership of Data: Upon completion or earlier termination of all services under this Agreement, or upon the completion or earlier termination of services provided in accordance with individual Work Orders issued pursuant to this Agreement, ownership and title to all reports, documents, plans, maps, specifications, estimates, compilations, photographs, videos, and any and all other materials or data produced or obtained as part of this Agreement will automatically be vested in County without restriction or limitation on their use, and no further agreement will be necessary to transfer ownership to County. Copies may be made for Consultant's records but shall not be furnished to others without prior written authorization from County's Contract Administrator. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by County. Consultant shall furnish County all necessary copies of data, including data stored in electronic format, needed to complete the review and approval process of the services and deliverables provided under this Agreement.

ARTICLE VII

Consultant's Project Manager: Consultant designates Robyn van Ekelburg, Principal, as its Project Manager for this Agreement. Consultant's Project Manager, or County-approved designee, shall be accessible to County's Contract Administrator, or designee, during normal County working hours and shall respond within twenty-four (24) hours to County inquiries or requests. Consultant's Project Manager shall be responsible for all matters related to Consultant's personnel, operations, and any subconsultants authorized under this Agreement including, but not limited to, (1) assigning qualified personnel to perform the required work and to prepare the deliverables required by the

individual Work Orders issued pursuant to this Agreement; (2) reviewing, monitoring, training, and directing Consultant's personnel and any subconsultants authorized herein; and (3) providing qualified and appropriate traffic control services for field work.

ARTICLE VIII

Changes to Agreement: This Agreement may be amended by mutual consent of the parties hereto. Said amendments shall become effective only when in writing and fully executed by duly authorized officers of the parties hereto. There shall be no change in subconsultants, which shall be established at the issuance of individual Work Orders, without prior written approval by County's Contract Administrator.

ARTICLE IX

Consultant to County: It is understood that the services provided under this Agreement shall be prepared in and with cooperation from County and its staff. It is further understood that this Agreement does not create an exclusive relationship between County and Consultant, and Consultant may perform similar work or services for others. However, Consultant shall not enter into any agreement with any other party, or provide any information in any manner to any other party, that would conflict with Consultant's responsibilities or hinder Consultant's performance of services hereunder, unless County's Contract Administrator, in writing, authorizes that agreement or sharing of information.

ARTICLE X

Confidentiality: Consultant and any subconsultants authorized under this Agreement shall maintain the confidentiality and privileged nature of all records, including billing records, together with any knowledge therein acquired, in accordance with all applicable state and federal laws and regulations, as they may now exist or may hereafter be amended or changed. Consultant, and all Consultant's staff, employees, and representatives, including any subconsultants authorized herein, shall not use or disclose, directly or indirectly at any time, any said confidential information, other than to County's Planning and Building Department for the purpose of, and in the performance of, this Agreement. This confidentiality provision shall survive after the expiration or earlier termination of this Agreement.

ARTICLE XI

Assignment and Delegation: Consultant is engaged by County for its unique qualifications and skills as well as those of its personnel. Consultant shall not subcontract, delegate, or assign services to be provided, in whole or in part, to any other person or entity without prior written consent of County. County may, at its sole discretion, through its Contract Administrator, authorize Consultant to utilize subconsultants for services performed in ARTICLE I, Scope of Work, for the particular tasks, work and deliverables identified therein or as identified in the individual Work Orders issued pursuant to this Agreement. Said authorization and approval shall be sought and obtained by Consultant prior to subconsultants' commencement of any work under this Agreement. Specific subconsultants shall be authorized in individual Work Orders issued pursuant to this Agreement. Consultant shall require each subconsultant, to the extent of the work to be

performed by the subconsultant, to be bound to Consultant by the terms of this Agreement and to assume toward Consultant all of the obligations and responsibilities that Consultant, by this Agreement, assumes toward County.

ARTICLE XII

Independent Contractor: The parties intend that an independent contractor relationship will be created by this contract. Consultant is, and shall be at all times, deemed independent and shall be wholly responsible for the manner in which it performs services required by the terms of this Agreement. Consultant exclusively assumes responsibility for acts of its employees, agents, affiliates, and subconsultants, if any are authorized herein, as they relate to the services or work to be performed under this Agreement during the course and scope of their employment by Consultant. Those persons will be entirely and exclusively under the direction, supervision, and control of Consultant.

County may designate the tasks to be performed and the results to be accomplished under this Agreement, provide information concerning the work or services, approve or disapprove the final work product and/or services provided, and set deadlines for the completion of the work or services, but County will not control or direct the manner, means, methods, or sequence in which Consultant performs the work or services for accomplishing the results. Consultant understands and agrees that Consultant lacks the authority to bind County or incur any obligations on behalf of County.

Consultant, including any subconsultant or employees of Consultant, shall not receive, nor be eligible for, any benefits County provides for its employees, including, but not limited to, vacation pay, paid holidays, life insurance, health insurance, social security, disability insurance, pension, or 457 plans. Consultant shall not receive, nor be eligible for, workers' compensation, including medical and indemnity payments. County is not responsible for withholding, and shall not withhold, Federal Income Contribution Act amounts or taxes of any kind from any payments which it owes Consultant. Consultant shall not be subject to the work schedules or vacation periods that apply to County employees.

Consultant shall be solely responsible for paying its employees, and for withholding Federal Income Contribution Act amounts and other taxes, workers' compensation, unemployment compensation, medical insurance, life insurance, or any other benefit that Consultant provides for its employees.

Consultant acknowledges that it has no authority to bind the County or incur any obligations on behalf of the County with regard to any matter, and shall not make any agreements or representations on the County's behalf.

ARTICLE XIII

Fiscal Considerations: The parties to this Agreement recognize and acknowledge that County is a political subdivision of the State of California. As such, County is subject to the provisions of Article XVI, Section 18 of the California Constitution and other similar fiscal and procurement laws and regulations and may not expend funds for products, equipment, or services not budgeted in a given fiscal year. It is further understood that in

the normal course of County business, County will adopt a proposed budget prior to a given fiscal year, but that the final adoption of a budget does not occur until after the beginning of the fiscal year.

Notwithstanding any other provision of this Agreement to the contrary, County shall give notice of cancellation of this Agreement in the event of adoption of a proposed budget that does not provide for funds for the services, products, or equipment subject herein. Such notice shall become effective upon the adoption of a final budget, which does not provide funding for this Agreement. Upon the effective date of such notice, this Agreement shall be automatically terminated and County released from any further liability hereunder.

In addition to the above, should the Board of Supervisors during the course of a given year for financial reasons reduce or order a reduction in the budget for any County department for which services were contracted to be performed, pursuant to this paragraph in the sole discretion of County, this Agreement and any Work Orders issued pursuant to this Agreement may be deemed to be canceled in its entirety subject to payment for services performed prior to cancellation.

ARTICLE XIV

Audit by California State Auditor: Consultant acknowledges that if total compensation under this Agreement is greater than \$10,000.00, this Agreement is subject to examination and audit by the California State Auditor for a period of three (3) years, or for any longer period required by law, after final payment under this Agreement, pursuant to California Government Code § 8546.7. In order to facilitate these potential examinations and audits, Consultant shall maintain, for a period of at least three (3) years, or for any longer period required by law, after final payment under the Agreement, all books, records, subconsultant records, and documentation necessary to demonstrate performance under the Agreement.

ARTICLE XV

Default, Termination, and Cancellation:

- A. Termination by Default: If either party becomes aware of an event of default, that party shall give written notice of said default to the party in default that shall state the following:
1. The alleged default and the applicable Agreement provision.
 2. That the party in default has ten (10) days upon receiving the notice to cure the default (Time to Cure).

If the party in default does not cure the default within ten (10) days of the Time to Cure, then such party shall be in default and the party giving notice may terminate the Agreement by issuing a Notice of Termination. The party giving notice may extend the Time to Cure at their discretion. Any extension of Time to Cure must

be in writing, prepared by the party in default for signature by the party giving notice, and must specify the reason(s) for the extension and the date in which the extension of Time to Cure expires.

If County terminates this Agreement, in whole or in part, for default:

1. County reserves the right to procure the goods or services, or both, similar to those terminated, from other sources and Consultant shall be liable to County for any excess costs for those goods or services. County may deduct from any payment due, or that may thereafter become due to Consultant, the excess costs to procure from an alternate source.
2. County shall pay Consultant the sum due to Consultant under this Agreement prior to termination, unless the cost of completion to County exceeds the funds remaining in the Agreement. In which case the overage shall be deducted from any sum due Consultant under this Agreement and the balance, if any, shall be paid to Consultant upon demand.
3. County may require Consultant to transfer title and deliver to County any completed work under the Agreement.

The following shall be events of default under this Agreement:

1. Failure by either party to perform in a timely and satisfactory manner any or all of its obligations under this Agreement.
 2. A representation or warranty made by Consultant in this Agreement proves to have been false or misleading in any respect.
 3. Consultant fails to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, unless County agrees, in writing, to an extension of the time to perform before that time period expires.
 4. A violation of ARTICLE XXII, Conflict of Interest.
- B. Bankruptcy: County may terminate this Agreement immediately in the case of bankruptcy, voluntary or involuntary, or insolvency of Consultant.
- C. Ceasing Performance: County may terminate this Agreement immediately in the event Consultant ceases to operate as a business or otherwise becomes unable to substantially perform any term or condition of this Agreement.
- D. Termination or Cancellation without Cause: County may terminate this Agreement or any Work Orders issued pursuant to this Agreement, in whole or in part, for convenience upon thirty (30) calendar days' written Notice of Termination. If such termination is effected, County will pay for satisfactory services rendered before

the effective date of termination, as set forth in the Notice of Termination provided to Consultant, and for any other services that County agrees, in writing, to be necessary for contract resolution. In no event, however, shall County be obligated to pay more than the total amount of the Work Order or the total amount of the Agreement, as applicable. Upon receipt of a Notice of Termination, Consultant shall promptly discontinue all services affected, as of the effective date of termination set forth in such Notice of Termination, unless the Notice directs otherwise.

ARTICLE XVI

Notice to Parties: All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and return receipt requested. Notices to County shall be in duplicate and addressed as follows:

To County:

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

Attn.: Robert Peters
Deputy Director of Planning

With a copy to:

County of El Dorado
Chief Administrative Office
330 Fair Lane
Placerville, California 95667

Attn.: Michele Weimer
Procurement and Contracts Manager

or to such other location as County directs.

Notices to Consultant shall be addressed as follows:

Housing Group LLC dba HousingINC
9240 Oak Leaf Way
Granite Bay, California 95746

Attn.: Robyn van Ekelenburg, Principal

or to such other location as Consultant directs.

ARTICLE XVII

Change of Address: In the event of a change in address for Consultant's principal place of business, Consultant's Agent for Service of Process, or Notices to Consultant, Consultant shall notify County in writing as provided in ARTICLE XVI, Notice to Parties. Said notice shall become part of this Agreement upon acknowledgment in writing by County's Contract Administrator, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

ARTICLE XVIII

Indemnity: To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold the County harmless, its officers, employees, agents, and volunteers, against and from any and all liability, claims, suits, losses, damages, or expenses of every name, kind and description, including attorney's fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to workers, County employees, and the public, or damage to property, or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with the acts or omissions of Consultant or its officers, agents, or employees in rendering the services, operations, or performance hereunder, except for liability, claims, suits, losses, damages or expenses arising from the sole negligence or willful acts of the County, its officers and employees, or as expressly prescribed by statute. This duty of Consultant to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

The insurance obligations of Consultant are separate, independent obligations under the Agreement, and the provisions of this defense and indemnity are not intended to modify nor should they be construed as modifying or in any way limiting the insurance obligations set forth in the Agreement.

Nothing herein shall be construed to seek indemnity in excess of that permitted by Civil Code section 2782, et seq. In the event any portion of this Article is found invalid, the Parties agree that this Article shall survive and be interpreted consistent with the provisions of Civil Code section 2782, et seq.

ARTICLE XIX

Insurance: Consultant shall provide proof of a policy of insurance satisfactory to County's Risk Management Division and documentation evidencing that Consultant maintains insurance that meets the following requirements:

- A. Full Workers' Compensation and Employers' Liability Insurance covering all employees of Consultant as required by law in the State of California.
- B. Commercial General Liability Insurance of not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000 aggregate limit. County, including, without limitation, its officers, officials, employees, and volunteers shall be named as an additional insured on ISO form CG 2010 1185, or its equivalent.
- C. Automobile Liability Insurance of not less than \$1,000,000 is required in the event motor vehicles are used by Consultant in performance of the Agreement.
- D. In the event Consultant is a licensed professional or professional consultant and is performing professional services under this Agreement, Professional Liability Insurance is required with a limit of liability of not less than \$1,000,000.

- E. Consultant shall furnish a certificate of insurance satisfactory to County's Risk Management Division as evidence that the insurance required above is being maintained.
- F. The insurance will be issued by an insurance company acceptable to County's Risk Management Division or be provided through partial or total self-insurance likewise acceptable to the Risk Management Division.
- G. Consultant agrees that the insurance required herein shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Consultant agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Risk Management and Consultant agrees that no work or services shall be performed prior to the giving of such approval. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided, County may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.
- H. The certificate of insurance must include the following provisions stating that:
 - 1. The insurer will not cancel the insured's coverage without thirty (30) days prior written notice to County; and
 - 2. The County of El Dorado, its officers, officials, employees, and volunteers are included as additional insured, on an additional insured endorsement, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
- I. Consultant's insurance coverage shall be primary insurance in respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- J. Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either: The insurer shall reduce or eliminate such deductibles or self-insured retentions in respect to County, its officers, officials, employees, and volunteers; or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- K. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to County, its officers, officials, employees, or volunteers.

- L. The insurance companies shall have no recourse against the County of El Dorado, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by any insurance company.
- M. Consultant's obligations shall not be limited by the foregoing insurance requirements and shall survive the expiration of this Agreement.
- N. In the event Consultant cannot provide an occurrence policy, Consultant shall provide insurance covering claims made as a result of performance of this Agreement for not less than three (3) years following completion of performance of this Agreement.
- O. The certificate of insurance shall meet such additional standards as may be determined by the contracting County department, either independently or in consultation with County's Risk Management Division as essential for protection of County.
- P. Consultant shall ensure that all subconsultants authorized pursuant to this Agreement shall maintain workers' compensation, general liability, automobile liability, and professional liability insurance as specified above and shall provide County with proof of same if requested.

ARTICLE XX

Force Majeure: Neither party will be liable for any delay, failure to perform, or omission under this Agreement that is due to any cause that it is beyond its control, not due to its own negligence, and cannot be overcome by the exercise of due diligence. In that event, the affected party will:

1. Promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) that is beyond its control.
2. Once the cause(s) has ceased, provide written notice to the other party and immediately resume its performance under this Agreement.

For purposes of this Article, "cause that is beyond its control" includes labor disturbances, riots, fires, earthquakes, floods, storms, lightning, epidemics, war, disorders, hostilities, expropriation or confiscation of properties, failure of and delays by carriers, interference by civil or military authorities, whether legal or de facto, and whether purporting to act under some constitution, decree, or law, or otherwise, or acts of God.

ARTICLE XXI

Waiver: No failure on the part of the parties to exercise any rights under this Agreement, and no course of dealing with respect to any right hereunder, shall operate as a waiver of that right, nor shall any single or partial exercise of any right preclude the exercise of any other right. The remedies herein provided are cumulative and are not exclusive of any other remedies provided by law.

ARTICLE XXII

Conflict of Interest: The parties to this Agreement have read and are aware of the provisions of Government Code Section 1090 et seq. and the Political Reform Act of 1974 (Section 87100 et seq.), relating to conflict of interest of public officers and employees. Individuals who are working for Consultant and performing work for County and who are considered to be consultant within the meaning of Title 2, California Code of Regulations, Section 18700.3, as it now reads or may thereafter be amended, are required to file a statement of economic interest in accordance with County's Conflict of Interest Code. County's Contract Administrator shall at the time this Agreement is executed make an initial determination whether or not the individuals who will provide services or perform work pursuant to this Agreement are consultants within the meaning of the Political Reform Act and County's Conflict of Interest Code. Statements of economic interests are public records subject to disclosure under the California Public Records Act.

Consultant covenants that during the term of this Agreement neither it, or any officer or employee of Consultant, has or shall acquire any interest, directly or indirectly, in any of the following:

1. Any other contract connected with, or directly affected by, the services to be performed by this Agreement.
2. Any other entities connected with, or directly affected by, the services to be performed by this Agreement.
3. Any officer or employee of County that are involved in this Agreement.

If Consultant becomes aware of a conflict of interest related to this Agreement, Consultant shall promptly notify County of the existence of that conflict, and County may, in its sole discretion, immediately terminate this Agreement by giving written notice of termination specified in ARTICLE XV, Default, Termination, or Cancellation.

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), Consultant shall complete and sign the attached Exhibit C marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by Consultant, if any, to any officer of County.

ARTICLE XXIII

Nondiscrimination:

- A. County may require Consultant's services on projects involving funding from various state and/or federal agencies, and as a consequence, Consultant and its subconsultants, if any, shall comply with all applicable nondiscrimination statutes and regulations during the performance of this Agreement including but not limited to the following: Consultant and its employees, subconsultants, and representatives shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, genetic information, military or

veteran status, marital status, age, gender, gender identity, gender expression, sexual orientation, or sex; Consultant and its subconsultants shall, unless exempt, comply with the applicable provisions of the Fair Employment and Housing Act (Government Code, Sections 12900 et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Sections 11000 et seq.); the applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Subchapter 5 of Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations incorporated into this Agreement by reference and made a part hereof as if set forth in full; and Title VI of the Civil Rights Act of 1964, as amended. Consultant and its employees and representatives shall give written notice of their obligations under this clause as required by law.

- B. Where applicable, Consultant shall include these nondiscrimination and compliance provisions in any of its agreements that affect or are related to the services performed herein.
- C. Consultant's signature executing this Agreement shall provide any certifications necessary under the federal laws, the laws of the State of California, including but not limited to Government Code Sections 12990 and Title 2, California Code of Regulations, Section 11102.

ARTICLE XXIV

California Residency (Form 590): If Consultant is a California resident, Consultant must file a State of California Form 590, certifying its California residency or, in the case of a limited liability company or corporation, certifying that it has a permanent place of business in California. Consultant will be required to submit a Form 590 prior to execution of this Agreement, or County shall withhold seven (7) percent of each payment made to Consultant during the term of this Agreement. This requirement applies to any agreement/contract exceeding \$1,500.

ARTICLE XXV

County Payee Data Record Form: All independent contractors or corporations providing services to County who do not have a Department of the Treasury Internal Revenue Service Form W-9 (Form W-9) on file with County must file a County Payee Data Record Form with County.

ARTICLE XXVI

Business License: County's Business License Ordinance provides that it is unlawful for any person to furnish supplies or services, or transact any kind of business in the unincorporated territory of El Dorado County without possessing a County business license unless exempt under County Ordinance Code Section 5.08.070. Consultant warrants and represents that it and any of its subconsultants employed under this Agreement shall comply with all of the requirements of County's Business License Ordinance, where applicable, prior to beginning work under this Agreement and at all times during the term of this Agreement.

ARTICLE XXVII

Licenses: Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

In addition, Consultant hereby represents and warrants that Consultant and any of its subconsultants employed under this Agreement has all the applicable licenses, permits, and certifications that are legally required for Consultant and its subconsultants to practice its profession or provide the services or work contemplated under this Agreement in the State of California. Consultant and its subconsultants shall obtain or maintain said applicable licenses, permits, or certificates in good standing throughout the term of this Agreement.

ARTICLE XXVIII

California Forum and Law: Any dispute resolution action arising out of this Agreement, including, but not limited to, litigation, mediation, or arbitration, shall be brought in El Dorado County, California, and shall be resolved in accordance with the laws of the State of California.

ARTICLE XXIX

Contract Administrator: The County Officer or employee with responsibility for administering this Agreement is Robert Peters, Deputy Director of Planning, Planning and Building Department, or successor.

ARTICLE XXX

Authorized Signatures: The parties to this Agreement represent that the undersigned individuals executing this Agreement on their respective behalf are fully authorized to do so by law or other appropriate instrument and to bind upon said parties the obligations set forth herein.

ARTICLE XXXI

Electronic Signatures: Each party agrees that the electronic signatures, whether digital or encrypted, of the parties included in this Agreement, are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic Signature means any electronic visual symbol or signature attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures, pursuant to the California Uniform Electronic Transactions Act (Cal. Civ. Code §§ 1633.1 to 1633.17) as amended from time to time.

ARTICLE XXXII

Partial Invalidity: If any provision, sentence, or phrase of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions, sentences, and phrases will continue in full force and effect without being impaired or invalidated in any way.

ARTICLE XXXIII

No Third Party Beneficiaries: Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a party to this Agreement.

ARTICLE XXXIV

Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

ARTICLE XXXV

Entire Agreement: This document and the documents referred to herein or exhibits hereto are the entire Agreement between the parties, and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.


-- COUNTY OF EL DORADO --

By: *Laura Schwartz*
Laura Schwartz (Apr 4, 2023 14:02 PDT)

Dated: 04/04/2023

Purchasing Agent
"County"

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

By: 
Robin van Ekelenburg (Apr 3, 2023 16:30 PDT)

Dated: 04/03/2023

Robin van Ekelenburg
Managing Principal
"Consultant"

By: *Teresa Martinez Gonzales*

Dated: 04/03/2023

Teresa Martinez Gonzales
Director

Housing Group, LLC

doing business as

HousingINC

Exhibit A

Scope of Work

Under general direction from County's Contract Administrator, or designee, Consultant shall assist County with the completion of an initial program needs assessment and development of a preliminary scope of work, deliverables, and schedule to provide Housing Task Force development/management and long-term program administration of the Planning and Building Department's (Department) Housing, Community, and Economic Development Program (Project). The scope of work for this Project broken out into two (2) tasks as follows:

Schedule:

It's anticipated that Tasks 1 and 2, will be completed within three (3) months following the execution date of this Agreement. If changes to this schedule are necessary, Consultant shall notify County's Contract Administrator and provide an updated schedule for approval.

Task 1: Consultant shall attend one (1) project kick-off meeting with County staff to discuss the process and parameters for the initial assessment as well as any technical/access needs to complete this Task. Following the kick-off meeting, Consultant shall perform a comprehensive assessment and status update of the Department's Housing, Community, and Economic Development Program. This assessment shall include, but not be limited to, the following tasks:

- Examine, organize, and document all current internal and external programs and projects, and a thorough review of current and applicable historic grants, awards, program/participant files, regulatory agreements, County inter-department memorandums of understanding (MOUs), etc.;
- Research and provide internal/external program/project status updates with a list of obligations and due dates (both past due and future dates);
- Evaluate current internal and external structure and operations, including a technology assessment;
- Assess County staff and team's knowledge level and training needs;

- Prepare for, attend, and provide follow-up for any meetings with County staff and/or Board of Supervisors as determined necessary by County's Contract Administrator;
- Prepare a comprehensive assessment of all housing programs and needs.

Following the completion of the tasks above, Consultant shall prepare and submit to County a written recommendation of needs and next steps for program management and administration.

Deliverables:

- Kick-off meeting minutes and a list of technical/access needs for Task 1
- Written recommendation of needs and next steps

Task 2:

Upon completion of Task 1 above and in coordination with County's Contract Administrator and project team, Consultant shall develop a preliminary scope of work for the Housing Task Force development/management and long-term program administration of the Department's Housing, Community, and Economic Development Program. This shall include a draft scope of work for County's review and comment, and a final, preliminary scope of work incorporating any changes determined necessary. It's anticipated that the final scope of work assessment developed under this task shall include, but not be limited to, the following:

- Developing and launching the Housing Task Force;
- Updating or creating new internal operations manual for County housing programs/projects, including day-to-day roles, responsibilities, processes and procedures, and overall expectations;
- Updating or creating new housing program/project guidelines, documents, marketing materials, or other necessary resources based on the policies and procedures identified in the internal operations manual;
- Updating or creating new legal documents such as Affordable Housing Agreements, Developer Agreements, Restriction Agreements, Promissory Notes, Deeds of Trust, and Lease Agreements in coordination with County's legal counsel;
- Developing regular housing program reports in coordination with applicable County staff; and

- Any other day-to-day and long-term program administration, management, or reporting tasks that may be necessary for the Housing Task Force development/management and long-term program administration of the Department's Project. as determined necessary upon completion of Task 1 or by County's Contract Administrator.

Deliverables:

- Draft and final versions of the suggested scope of work

Supplemental Tasks/Project Contingency

County may require Consultant to perform additional tasks related to this Project but not otherwise included in this scope of work and later determined necessary by County and Consultant for furtherance of this Project. If such additional services are needed, Consultant shall coordinate with County to determine the appropriate scope or work, costs, deliverables, and schedules, and County will issue a separate written Work Order authorizing those services. Consultant shall not commence with any additional services or tasks prior to the receipt of a fully executed Work Order.

Housing Group, LLC

doing business as

HousingINC

Exhibit B

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

Cost Estimate:

Task	Cost
Tasks 1 and 2	\$30,000
	Subtotal: \$30,000
Supplemental Tasks/Project Contingency	\$10,000
	Total Cost Estimate: \$40,000

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.

Housing Group, LLC

doing business as

HousingINC

Exhibit C

California Levine Act Statement

California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she receives any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclose of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, and any elected official (collectively "Officer"). It is the Contractor's/Consultant's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES NO

If yes, please identify the Officer(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?


YES NO

If yes, please identify the Officer(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

04/03/2023

Date


Robyn van Ekelenburg (Apr 3, 2023 16:30 PDT)

Signature of authorized individual

Housing Group LLC dba HousingINC
Type or write name of company

Robyn van Ekelenburg-Managing Principal
Type or write name of authorized individual

Housing Group LLC
doing business as
HousingINC

FIRST AMENDMENT TO AGREEMENT FOR SERVICES #7389

THIS FIRST 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").

RECITALS

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, 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-1, 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 three (3) additional months, 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 \$20,000, and to include an updated cost estimate, amending **ARTICLE III, Compensation for Services**, and adding **Amended Exhibit B, 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 First 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," and Exhibit A-1, marked "Additional Scope of Work," both 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 and Exhibit A-1, 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 Exhibit B and Amended Exhibit B, 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 and Exhibit A-1, 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, 2024.

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 and Exhibit A-1 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 this 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 effective date of this Amendment and continuing through the remaining term of 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.

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 \$60,000, 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 First Amendment to Agreement for Services #7389 on the dates indicated below.

-- COUNTY OF EL DORADO --

By: *Laura Schwartz*
Laura Schwartz (Apr 2, 2024 13:20 PDT)

Dated: 04/02/2024

Purchasing Agent
"County"

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

By: *Robyn van Ekelenburg*
Robyn van Ekelenburg (Mar 27, 2024 15:32 PDT)

Dated: 03/27/2024

Robyn van Ekelenburg
Managing Principal
"Consultant"

By: *Teresa Martinez Gonzales*
Teresa Martinez Gonzales (Mar 28, 2024 14:56 PDT)

Dated: 03/28/2024

Teresa Martinez Gonzales
Director

Housing Group, LLC

doing business as

HousingINC

Exhibit A-1

Additional Scope of Work

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

Task 3

- Meetings with California Department of Housing Community Development (HCD) and County staff (various departments) to discuss, develop, and assist in the implementation of existing and new Housing Programs, as related to award deadlines.
- Answering inquiries from protentional Housing program recipients.
- Submit mandatory reports to HCD for various Housing Programs by their deadlines.
- Produce reports and conduct program related activities to meet required award and program deadlines.

Deliverables:

- Program Guidelines for new and existing Housing Programs
- Monthly activity log for contact with Housing Program recipients
- Include new Task 3 actions in monthly progress reports

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.e **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.e **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: Wendy Thomas

Dated: 6-25-24

Board of Supervisors
"County"

Attest:
Kim Dawson
Clerk of the Board of Supervisors

By: [Signature]
Deputy Clerk

Dated: 6-25-24

-- HOUSING GROUP LLC
doing business as
HOUSING INC --

By: [Signature]
Robyn van Ekelburg (May 31, 2024 15:02 PDT)
Robyn van Ekelburg
Managing Principal
"Consultant"

Dated: 05/31/2024

By: [Signature]
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

- a 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.a
- a Answer calls and respond in a timely manner to emails from current and interested program participants and partners.a
- a Review and underwrite applicant/developer applications for program/property eligibility.a
- a Coordinate loan review committee and issue approval or denial letters.a
- a Process and manage pay-off, subordination requests, and reconveyances, including supporting documentation for recording, when necessary.a
- a Underwrite and coordinate loan documents for TIF Offset Program (Board Policy B-14).
- a Underwrite and coordinate loan documents for Hardship Fee Deferral Program (Board Policy B-11).a
- a Develop process and train fiscal department to implement and onboard recurring loan payments for developers and borrowers.a
- a Coordinate with individual borrowers on an annual basis to verify compliance with loan agreements and terms.a
- a Work with the County to remedy potential program defaults in accordance with signed agreements.a
- a Maintain and/or develop loan database with borrower loan information.a

- e Day-to-day and long-term program administration – PLHA, HOME, CDBG,e Affordable Housing Task Force, Affordable Housing Trust Fund, etc.e
- e Customer service logse
- e Records of service and information requests with actions performed and status.e
- e Applications received and underwriting processing.e
- e Payoffs, subordinations, reconveyancee
- e TIF Offset Program and Hardship Fee Deferral underwritinge
- e Individual borrower compliancee
- e Partner/relationship status updatee
- e Funding opportunitiese

2.e Archive and organize electronic files.e

- e Participant files, regulatory agreements, and the County’s existing inventory fore all loan and agreement accountse
- e Program operation filese

3.e Housing Unit Desk Manual – Including at a minimum; Internal Program Operationse Manual and Underwriting Guidelines, includes Housing Unit systems, protocols,e forms, templates, etc.e

37

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.