

THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH SAN FRANCISCO AND MICHAEL BAKER INTERNATIONAL, INC.

THIS THIRD AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of June 1, 2024 by and between THE CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and MICHAEL BAKER INTERNATIONAL, INC. ("Contractor"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

- A. On January 5, 2022, City and Contractor entered that certain Consulting Services Agreement ("Agreement") whereby Contractor agreed to Economic Development and Housing services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.
- B. On January 5, 2023, City and Contractor agreed to a First Amendment to the Agreement whereby the date for the completion of work was extended. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.
- C. On May 30, 2023, City and Contractor agreed to a Second Amendment to the Agreement whereby the date for the completion of work was extended. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.
- D. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

- 1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
- 2. Section 1: Term. The January 5, 2023 end date for the term of services identified in Section 1 of the Agreement is hereby replaced with December 31, 2025.
- 3. Section 2: Compensation. The not to exceed amount of eighty- five thousand dollars (\$85,000) identified in Section 2 of the Agreement shall be amended such that the City agrees to pay Contractor a sum not to exceed one hundred ninety-nine thousand dollars (\$199,00), with the understanding that up to one hundred fifty thousand dollars (\$150,000) has already been paid to Contractor.

Contractor agrees this is the City's total contribution for payment of costs under the Agreement unless additional payments are authorized in accordance with the terms of the Agreement and said terms of payment are mutually agreed to by and between the parties in writing.

- 4. Scope of Services. The Scope of services is amended and attached as Exhibit B to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

DRAFT

Dated: _____

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

By: _____

Sharon Ranals
City Manager

By: _____

William M. Hoose
Vice President

Attest:

By: _____

City Clerk

Approved as to Form:

By: _____

City Attorney

EXHIBIT A

CONSULTING SERVICES AGREEMENT AND AMENDMENTS

DRAFT

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOUTH SAN FRANCISCO AND
*Michael Baker International***

THIS AGREEMENT for consulting services is made by and between the City of South San Francisco ("City") and **Michael Baker International, Inc.** ("Consultant") (together sometimes referred to as the "Parties") as of January 5, 2022 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as **Exhibit A**, attached hereto and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and **Exhibit A**, the Agreement shall prevail.

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on January 5, 2023, and Consultant shall complete the work described in **Exhibit A** prior to that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as provided for in Section 8.
- 1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in a professional manner and shall conform to the standards of quality normally observed by a person practicing in Consultant's profession.
- 1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its reasonable discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.
- 1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Sections 1.1 and 1.2 above and to satisfy Consultant's obligations hereunder.

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed eighty-five thousand dollars (\$85,000), notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as **Exhibit A**, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, not more often than once per month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills (i.e., Progress Bill No. 1 for the first invoice, etc.);
- The beginning and ending dates of the billing period;
- A task summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee and assigned to the tasks as set forth in Exhibit A.;
- The amount and purpose of actual expenditures for which reimbursement is sought;
- The Consultant's signature.

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services performed in accordance with this Agreement, and for authorized reimbursable costs incurred. City shall have thirty (30) days from the receipt of an invoice that complies with all of the requirements above to pay Consultant. City shall have no obligation to pay invoices submitted ninety (90) days past the performance of work or incurrence of cost.

2.3 Final Payment. City shall pay the last ten percent (10%) of the total sum due pursuant to this Agreement within sixty (60) days after completion of the services and submittal to City of a final invoice, if all services required have been performed in accordance with this Agreement.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services unless authorized pursuant to this Agreement.

City shall make no payment for any extra, further, or additional service unless authorized pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

- 2.5 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown in Exhibit A.
- 2.6 Reimbursable Expenses.** Reimbursable expenses shall not exceed \$100 and can only be applied towards Printing for Education Programs, BMR Management. Expenses not listed above are not chargeable to City unless approved in advance by written communication from City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor represents and warrants that Contractor is a resident of the State of California in accordance with California Revenue & Taxation Code Section 18662, as may be amended, and is exempt from withholding. Contractor accepts sole responsibility for verifying the residency status of any subcontractors and withholds taxes from non-California subcontractors as required by law.
- 2.8 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work completed in accordance with this Agreement as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets in order to verify costs incurred to that date.
- 2.9 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide Certificates of Insurance, attached hereto and incorporated herein as **Exhibit B**, indicating that Consultant has obtained or currently maintains insurance that meets the requirements of this section and under forms of insurance reasonably satisfactory, to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s).

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than ONE MILLION DOLLARS (\$1,000,000) per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator (as defined in Section 10.9). The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000.00) per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting there from, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 or GL 0002 (most recent editions) covering comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 8 and 9. No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for professionals performing work pursuant to this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) covering the professionals' errors and omissions. Any deductible or self-insured retention shall be disclosed to City.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the Agreement or the work. The City shall have the right to exercise, at the Consultant's sole cost and expense, any extended reporting provisions of the policy, if the Consultant cancels or does not renew the coverage.
- d. A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A: VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with Standard Acord certificates, including required endorsements. All insurance certificates and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them.

4.4.3 Notice of Reduction in or Cancellation of Coverage. An endorsement shall be attached to all insurance obtained pursuant to this Agreement stating that coverage shall not be canceled, except after thirty (30) days' prior written notice by U.S. mail has been given to the City. In the event that any coverage required by this section is reduced, limited, cancelled, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant's earliest possible opportunity and in no case later than ten (10) working days after Consultant is notified of the change in coverage.

4.4.4 Additional insured; primary insurance. Except as regards the professional liability and workers compensation insurance policies, City and its officers, employees, agents, and volunteers shall be covered as additional insureds with respect to each of the following: liability arising out of activities performed by or on behalf of Consultant, including the insured's general supervision of Consultant; products and completed operations of Consultant, as applicable; premises owned, occupied, or used by Consultant; and automobiles owned, leased, or used by the Consultant in the course of providing services pursuant to this Agreement. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, employees, agents, or volunteers.

A certified endorsement must be attached to all policies stating that coverage is primary insurance with respect to the City and its officers, officials, employees and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

4.4.5 Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each

subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.4.7 Wasting Policy. No insurance policy required by Section 4 shall include a “wasting” policy limit, with the exception of professional liability insurance.

4.4.8 Variation. The City may approve a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- a. Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- b. Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.

a. SEPARATE PROFESSIONAL LIABILITY (PL) INDEMNITY

As respect to the performance of professional services, Consultant agrees to indemnify and hold harmless City, its officers, employees, authorized agents/volunteers (collectively, the “City Indemnitees”), from and against any damages, losses, liabilities, judgments, settlements, expenses, and costs (including reasonable and necessary attorneys’ fees, costs and expenses) to the extent caused by Consultant’s negligent acts, errors or omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally liable. Consultant has no obligation to pay for any of Indemnitees defense related cost prior to a final determination of liability, or to pay any amount that exceeds Consultant’s finally determined percentage of liability based upon the comparative fault of Consultant.

b. SEPARATE OTHER THAN PROFESSIONAL LIABILITY (OPL) INDEMNITY

As respect to its operations, other than the performance of professional services, Consultant agrees to indemnify, hold harmless and defend City with counsel approved by City, its officers, employees, authorized agents/volunteers (collectively, the “City Indemnitees”), from and against any damages, liabilities, judgments, settlements, costs, claims, demands, actions, suits, losses, and expenses (including reasonable and necessary attorneys’ fees, costs and expenses) arising out of the death or bodily injury to any person or destruction or damage to any property, to the extent caused by Consultant’s negligent acts, errors or

omissions or willful misconduct in the performance of services under this Agreement and anyone for whom Consultant is legally liable.

c. **COMMON PL & OPL INDEMNITY PROVISIONS**

Consultant's obligations under this section 5 shall not apply when to the extent (1) the injury, loss of life, damage to property, or violation of law arises wholly from the gross negligence or willful misconduct of the City or its officers, employees, agents, or volunteers and (2) the actions of Consultant or its employees, subcontractor, or agents have contributed in no part to the injury, loss of life, damage to property, or violation of law. It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Consultant acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

- d. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, then to the extent City has treated Consultant as an independent contractor, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

- 6.1 Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 **Consultant No Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent or to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals, including from City, of what-so-ever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement for cause upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the time of receipt of notice of termination; City, however, may condition payment of such compensation upon Consultant delivering to City all materials described in Section 9.1.

- 8.2 Extension.** City may, with consent of Consultant, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement, unless and to the extent such extension was made necessary through no fault of Consultant. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.
- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.
- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator, which approval shall not be unreasonably delayed, conditioned or withheld. Consultant shall not assign or subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.
- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
- 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

- 8.6.3** Retain a different consultant to complete the work described in **Exhibit A** not finished by Consultant; or
- 8.6.4** Charge Consultant the difference between the cost to complete the work described in **Exhibit A** that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use, therefore the City shall indemnify and hold Consultant harmless from any reuse or modification for purposes outside the original intent of the City-owned documents and materials. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties unless required by any governmental agency or is otherwise required to be disclosed by law.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.
- 9.3 Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds TEN THOUSAND DOLLARS (\$10,000.00), the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of three (3) years after final payment under the Agreement.
- 9.4 Records Submitted in Response to an Invitation to Bid or Request for Proposals.** Intentionally Omitted.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 Attorneys' Fees.** If a party to this Agreement brings any action, including arbitration or an action for declaratory relief, to enforce or interpret the provision of this Agreement, each party shall bear its own costs.
- 10.2 Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County San Mateo or in the United States District Court for the Northern District of California.
- 10.3 Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it

may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by Deanna Talavera ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. All notices and other communications which are required or may be given under this Agreement shall be in writing and shall be deemed to have been duly given (i) when received if personally delivered; (ii) when received if transmitted by telecopy, if received during normal business hours on a business day (or if not, the next business day after delivery) provided that such facsimile is legible and that at the time such facsimile is sent the sending Party receives written confirmation of receipt; (iii) if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); and (iv) upon receipt, if sent by certified or registered mail, return receipt requested. In each case notice shall be sent to the respective Parties as follows:

Consultant:

Michael Baker International, Inc.
2729 Prospect Park Drive Suite 220
Rancho Cordova, CA 95670

City:

Economic and Community Development Department
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

10.11 Professional Seal. Intentionally Omitted.

10.12 Integration. This Agreement, including all Exhibits attached hereto, and incorporated herein, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral pertaining to the matters herein.

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.14 Construction. The headings in this Agreement are for the purpose of reference only and shall not limit or otherwise affect any of the terms of this Agreement. The parties have had an equal opportunity to participate in the drafting of this Agreement; therefore, any construction as against the drafting party shall not apply to this Agreement.

10.15 Waiver of Consequential Damages. In no event shall either Consultant or City have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages or any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

10.16 Force Majeure. In no event shall either Consultant or City have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a "force majeure," including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; labor dispute or shortage; national emergency; insurrection; riot; or war.

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOUTH SAN FRANCISCO

Consultants

DocuSigned by:
Mike Futrell
6852134787CA4DB...
City Manager

January 25, 2022 | 6:31:01 PM PST

William M. Hoose
NAME: William M. Hoose
TITLE: Associate Vice President

Attest:
DocuSigned by:
Rosa Govea Acosta
5908B15FF63F418...
Rosa Govea Acosta, City Clerk

January 31, 2022 | 4:57:22 PM PST



Approved as to Form:

DocuSigned by:
Alexandra Wolf
4BB0B565FE9C45B...
Sky Woodruff, City Attorney

January 25, 2022 | 4:23:43 PM PST

2051688.4

EXHIBIT A

SCOPE AND COST *PROGRAM ADMINISTRATION*

Michael Baker is proposing to provide all necessary services for the successful administration of the City's Affordable Housing Program as outlined in the Scope of Services section below. Michael Baker is offering the City an exceptionally qualified team to assist with administration. Collectively, our project team has many years of experience in successfully providing housing program services to many public agencies across California. We have experience providing support staff and technical assistance to help jurisdictions successfully administer housing programs and to develop and implement other programs.

Based on our long-term involvement in administering housing programs, we have developed a thorough understanding of the program requirements and have established sound practices and standard procedures to maintain a high level of accuracy and productivity.

Our team has successfully provided staff assistance in leading housing programs for multiple cities throughout California. We believe in transparency in communication with the City, and given current COVID-19 social distancing measures, we know how to conduct meetings and fulfill deadlines remotely and online via multiple platforms. We believe that our work products and our interaction with the communities we serve should reflect well on the City and we take care to be sensitive to this in all facets of our communications and deliverables.

Michael Baker is proposing to perform the following tasks in addition to providing example documents:

A. BMR Program Administration Setup:

- i. Review and organize South San Francisco's BMR homeowner files, regulatory agreements, and the City's existing digital inventory and create a system for ongoing administration and monitoring.
- ii. Review existing BMR Agreement templates and suggest modifications that are in line with industry best practices.
- iii. Create flow charts and protocols for BMR home transfers, loan payoff/subordination, default remedies, and other processes associated with the ownership and rental BMR program.
- iv. Provide content for a dedicated webpage for the City's BMR program with frequently asked questions, online application forms (e.g., pre-qualification), and other relevant information.
- v. Development of a Schedule, Tracking Database, and Tracking Tools, which includes on-site program administration.

B. BMR Program Administration:

- i. BMR Inquiries: Michael Baker will be responsible for handling all calls, emails, and in-person inquiries from current housing portfolio loan holders and respond in a timely manner. Michael Baker proposes to work on-site for four hours per week.

- ii. BMR Program Reports: Michael Baker will provide monthly updates to staff and the City Council, as needed, on the general status of the BMR program administration, including:
 - a. General Program activity (e.g., BMR inquiries)
 - b. BMR compliance
 - c. Loan activity
 - d. Current inventory of affordable units (subject to formal Agreement with the City)
 - e. Current inventory of affordable units that are not subject to a formal Agreement
 - f. Resale value of all BMR homes as requested by the County, annually
 - g. Other information as needed for County and State reporting
- iii. Qualify applicants for BMR units and first-time homebuyer loans, prepare analysis and paperwork relating to BMR unit resales and refinances, and consult with buyers of BMR units and units with income-restricted second units.
- iv. Assist with annual rental and secondary unit monitoring.
- v. Work with Planning Division staff, developers, and the City Attorney to prepare Affordable Housing Agreements and related staff reports, as needed.
- vi. Identify and implement strategies to improve Housing Division organization and processing procedures.

C. Annual BMR Compliance Monitoring:

- i. BMR Homeowner Certification: Michael Baker will coordinate with homeowners on an annual basis to certify that the original buyer continues to comply with the signed BMR Agreement including living in the BMR home as their principal residence. Michael Baker will work with the City to remedy potential BMR defaults in accordance with the BMR Agreement. (*Attachment A – Example Annual Homeowner Monitoring Spreadsheet*)
- ii. BMR Renter Certification: Michael Baker will coordinate with property managers on an annual basis to certify that all BMR units are occupied by renters who continue to meet income requirements. Michael Baker will also ensure that the appropriate rent is being charged given annual updates to income limits and utility estimates. (*Attachment B – Example Annual Rental Monitoring Spreadsheet*)

D. Existing Loan Administration:

- i. Michael Baker will work closely with the City's loan administrator, AmeriNat, to maintain an updated database of all first-time homebuyer and other housing loans (borrower name and address, loan amount, interest rate, loan term, loan distribution date and due date). Coordination will be necessary to monitor existing first-time-homebuyer and other housing loans annually to ensure that the borrower remains in compliance with the loan agreement (e.g., current homeowner insurance, original buyer continues to reside on property). In case of default, Michael Baker will contact the owner and work with the City to see that the loan is repaid.

- ii. Michael Baker will work with the City to process all paperwork, including Subordination Agreements, and other legal recordings as required when first-time homebuyer loans and other housing loans are paid off or refinanced.

E. BMR Rentals:

- i. BMR Rental Marketing: Michael Baker will work with developers, property owners/managers or the City to market the availability of BMR rentals to eligible households who have expressed interest in the BMR program. This task will include providing marketing materials in both English and Spanish to City staff for the City's website. (*Attachment C – Example Application Questionnaire; Attachment D – Example English and Spanish Marketing Materials*)
- ii. Rental Price: Upon request, Michael Baker will calculate and supply developers, property owners or managers with the rental prices for BMR units. (*Attachment E – Example Annual Income and Rent Calculations Spreadsheet*)
- iii. Applicant Eligibility: Michael Baker will collect all documentation and review eligible applications and submit the data on each eligible applicant to the City for approval upon request. (*Attachment F – BMR Renter Calculations Spreadsheet*)

F. BMR Home Sales/Resales:

- i. BMR Marketing: Michael Baker will work with each owner, developer, and the City to market the availability of new and resale BMR homes to eligible households who have expressed interest in the BMR program. This task will include providing marketing materials in both English and Spanish to City staff for the City's website.
- ii. Sales Price: Michael Baker will calculate and supply developers with the sale prices of new BMR homes and current BMR owners with the resale value of existing BMR homes. (*Attachment G – Example Resale Value Calculation Spreadsheet*)
- iii. BMR Lottery Administration: Michael Baker will provide pre-applications to interested households or realtors representing current owners to distribute to interested households. Michael Baker will sort pre-applications by preference and place them into a lottery group. Applicants will then be randomly sorted (drawn) through a 'Lottery' style selection process within each priority group administered by Michael Baker. Michael Baker will then notify applicants in writing of the results and invite them, in rank order, to submit a full application. (*Attachment H – Example Lottery List Tracking Spreadsheet*)
- iv. Homeowner Eligibility: Michael Baker will collect and review eligible applications. (*Attachment I – BMR Homeowner Calculations Spreadsheet*)
- v. BMR Homeowner Documents: Michael Baker will coordinate with the developer/owner, lender, and title company and review all required documents to ensure that each BMR household meets the requirements of the BMR program. Michael Baker will prepare and record all legal documents required for each BMR homebuyer. Michael Baker will create both a hard file and electronic copy of pertinent documents for each homeowner. The original files, including all recorded documents will be kept in the City's office of Housing and Economic Development.

COST

Michael Baker is proposing to provide all necessary services for the successful administration of the City's Affordable Housing Program as outlined in the Scope of Services section below at a not-to-exceed amount of \$80,580.

Here is the cost estimate for each task in the Scope of Services:

Task Description	Project Director	Project Manager	Housing & Grants Specialist	Technical Specialist	Totals
	\$165	\$140	\$135	\$125	
Task A - BMR Program Administration Setup:					
Hours	0	5	5	8	18 hours
					Subtotal: \$2,375
Task B - BMR Program Administration:					
Hours	0	24	5	200	230 hours
					Subtotal: \$29,035
Task C - Annual BMR Compliance Monitoring:					
Hours	1	52	0	40	93 hours
					Subtotal: \$12,445
Task D - Existing Loan Administration:					
Hours	0	52	0	0	52 hours
					Subtotal: \$7,280
Task E - BMR Rentals:					
Hours	5	25	0	0	30 hours
					Subtotal: \$4,325
Task F - BMR Home Sales/Resales:					
Hours	8	120	0	24	124 hours
					Subtotal: \$21,120
Travel (on an as-needed basis):					
					Subtotal: \$4,000
TOTAL FOR ALL TASKS:				\$80,580	

EXHIBIT B
INSURANCE CERTIFICATES

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH
SAN FRANCISCO AND MICHAEL BAKER INTERNATIONAL, INC.**

THIS FIRST AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of January 5, 2023 by and between THE CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and MICHAEL BAKER INTERNATIONAL, INC. ("Contractor"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On January 5, 2022, City and Contractor entered that certain Consulting Services Agreement ("Agreement") whereby Contractor agreed to provide economic development and housing services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The January 5, 2023 end date for the term of services identified in Section 1 of the Agreement is hereby replaced with June 30, 2023.
3. Scope of Services. The Scope of Services is attached as Exhibit B to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: January 23, 2023 | 8:51:48 PM PST

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

DocuSigned by:
By: Sharon Ranals
CA46D2057843400...
Sharon Ranals
Acting City Manager

By: William H. Hoose
William H. Hoose
Associate Vice President

Approved as to Form:

DocuSigned by:
By: Alexandra Wolf January 23, 2023 | 11:27:27 AM PST
4B60B065FA010B...
City Attorney

DocuSigned by:
By: Rosa Govea Acosta January 28, 2023 | 3:25:39 PM PST
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EXHIBIT A

ORIGINAL CONSULTING SERVICES AGREEMENT

DATED JANUARY 5, 2022

EXHIBIT B

SCOPE OF SERVICES FOR TIME EXTENSION

EXHIBIT B

SCOPE OF SERVICES

POTENTIAL PROJECTS	POTENTIAL TASKS
<ul style="list-style-type: none">• BMR Program Administration• Annual BMR Compliance Monitoring• Existing Loan Administration• BMR Rentals• BMR Home Sales/Resales	<p>Potential tasks include but are not limited to:</p> <ul style="list-style-type: none">• Review and organize South San Francisco's BMR homeowner files, regulatory agreements, and existing digital inventory.• Review existing BMR agreement templates• Development of a schedule, tracking database, and tracking tools, which includes on-site program administration.• BMR inquiries: Handle calls, emails, and in-person inquiries from current housing portfolio loan holders and respond in a timely. MBI to work on-site for four hours per week.• Provide monthly updates to City staff and Council as needed on status of BMR program.• Qualify applicants for BMR units and first-time homebuyer loans, prepare analysis and consult with buyers.• BMR Marketing• BMR Lottery Administration• BMR Homeowner Documents

CURRENT CERTIFICATE OF INSURANCE

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF SOUTH
SAN FRANCISCO AND MICHAEL BAKER INTERNATIONAL, INC.**

THIS SECOND AMENDMENT TO THE CONSULTING SERVICES AGREEMENT is made at South San Francisco, California, as of May ³⁰, 2023 by and between THE CITY OF SOUTH SAN FRANCISCO ("City"), a municipal corporation, and MICHAEL BAKER INTERNATIONAL, INC. ("Contractor"), (sometimes referred together as the "Parties") who agree as follows:

RECITALS

A. On January 5, 2022, City and Contractor entered that certain Consulting Services Agreement ("Agreement") whereby Contractor agreed to provide economic development and housing services. A true and correct copy of the Agreement and its exhibits is attached as Exhibit A.

B. On January 5, 2023, City and Contractor agreed to a First Amendment to the Agreement whereby the date for completion of work was extended. A true and correct copy of the Agreement and its exhibits is attached as Exhibit B.

C. City and Contractor now desire to amend the Agreement.

NOW, THEREFORE, for and in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Contractor hereby agree as follows:

1. All terms which are defined in the Agreement shall have the same meaning when used in this Amendment, unless specifically provided herein to the contrary.
2. Section 1: Term. The January 5, 2023 end date for the term of services identified in Section 1, and further extended to June 30, 2023 in the First Amendment to the Contract is hereby replaced with June 30, 2024.
3. Section 2: Compensation. The not to exceed amount of eighty-five thousand dollars (\$85,000) identified in Section 2 of the Agreement is hereby replaced with one hundred fifty thousand dollars (\$150,000), with the understanding that up to sixty-two thousand ninety-nine dollars and sixty-three cents (\$62,099.63) has already been paid to Contractor.
4. Scope of Services. The Scope of Services is attached as Exhibit C to this Amendment.

All other terms, conditions and provisions in the Agreement remain in full force and effect. If there is a conflict between the terms of this Amendment and the Agreement, the terms of the Agreement will control unless specifically modified by this Amendment.

[SIGNATURES ON THE FOLLOWING PAGE]

Dated: June 8, 2023 | 2:01:59 AM PDT

CITY OF SOUTH SAN FRANCISCO

CONTRACTOR

DocuSigned by:
By: Sharon Kay Ranals
8A40B2F441FD4BA...
Sharon Ranals
City Manager

By: William M. Hoose
William M. Hoose
Vice President

Approved as to Form:

DocuSigned by:
By: Claire Lai
951A8D4F4A01108...
City Attorney

June 7, 2023 | 6:16:43 PM PDT

DocuSigned by:
Rosa Govea Acosta
5908B15FF63F418...

June 8, 2023 | 4:37:32 PM PDT



EXHIBIT B

SCOPE OF SERVICES FOR TIME EXTENSION

EXHIBIT B**SCOPE OF SERVICES**

POTENTIAL PROJECTS	POTENTIAL TASKS
<ul style="list-style-type: none">• BMR Program Administration• Annual BMR Compliance Monitoring• Existing Loan Administration• BMR Rentals• BMR Home Sales/Resales	<p>Potential tasks include but are not limited to:</p> <ul style="list-style-type: none">• Review and organize South San Francisco's BMR homeowner files, regulatory agreements, and existing digital inventory.• Review existing BMR agreement templates• Development of a schedule, tracking database, and tracking tools, which includes on-site program administration.• BMR inquiries: Handle calls, emails, and in-person inquiries from current housing portfolio loan holders and respond in a timely. MBI to work on-site for four hours per week.• Provide monthly updates to City staff and Council as needed on status of BMR program.• Qualify applicants for BMR units and first-time homebuyer loans, prepare analysis and consult with buyers.• BMR Marketing• BMR Lottery Administration• BMR Homeowner Documents

CURRENT CERTIFICATE OF INSURANCE

EXHIBIT B

SCOPE OF SERVICES

DRAFT

June 5, 2024

Nell Selander, Director
CITY OF SOUTH SAN FRANCISCO
400 Grand Avenue
South San Francisco, CA 94080

**RE: PROPOSAL TO PROVIDE CONTINUING CONSULTANT SERVICES FOR
ADMINISTRATIVE SUPPORT FOR THE CITY'S AFFORDABLE HOUSING
PROGRAM**

Dear Ms. Selander:

Michael Baker International (Michael Baker) is pleased to submit this amendment proposal to our Consultant Services Agreement with the City of South San Francisco (dated January 5, 2022) to increase the budget and extend the term date by 18 months to continue assisting the City with administration of its affordable housing program.

The original Michael Baker proposal was in response to the City's Request for Proposals (RFP) issued September 2021. The proposal also stated that an amendment would be required if additional services were to be added to the scope of work. On May 20, 2024, the City requested a proposal to extend our services to December 31, 2025.

Shannon Andrews will continue to be the contact person for this project, with other Michael Baker staff assisting as needed.

COST

Michael Baker is proposing to provide all necessary services for the continued administration of the City's Affordable Housing Program at a not-to-exceed amount of \$49,000 from July 1, 2024 through December 31, 2025. This will increase our current contract amount from \$150,000 to \$199,000.

Here is the additional cost estimate for each task:

Task A – BMR Program Administration Setup	\$0
Task B - BMR Program Administration:	\$19,000
Task C - Annual BMR Compliance Monitoring:	\$8,000

Task D - Existing Loan Administration:	\$0
Task E - BMR Rentals:	\$0
Task F - BMR Home Sales/Resales:	\$20,000
Task 999 - Travel:	\$2,000
TOTAL FOR ALL TASKS:	\$49,000

Please also find our key personnel updated hourly rates, valid from July 1, 2024 through December 31, 2025:

Title	Hourly Rate
Project Director	\$225
Project Manager	\$160
Housing & Grants Specialist	\$145
Technical Specialist	\$125

We sincerely appreciate the opportunity to submit this proposal and look forward to continuing to assist the City with the administration and implementation of its Affordable Housing Program. Please contact Shannon Andrews at (562) 202-0893 or by email at shannon.andrews@mbakerintl.com should you have any questions regarding this submittal.

Sincerely,



William Hoose
Vice President



Shannon Andrews
Project Manager

EXHIBIT C

CERTIFICATE OF INSURANCE

DRAFT