



Agenda Item B.13
CONSENT CALENDAR
Meeting Date: June 18, 2019

TO: Mayor and Councilmembers

FROM: Vyto Adomaitis, Neighborhood Services and Public Safety Director

CONTACT: Jaime A. Valdez, Senior Project Manager

SUBJECT: Affordable Housing Monitoring Services for Fiscal Years 2019-20 and 2020-21

RECOMMENDATION:

Authorize the City Manager to execute Amendment No. 4 to the Professional Services Agreement (2014-036) with the Housing Authority of the County of Santa Barbara for Affordable Housing Monitoring Services, increasing the maximum compensation amount by \$40,000 for FY 2019-20 and FY 2020-21 combined for a total not to exceed \$145,000 and extending the agreement to June 30, 2021 (Attachment 1), subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2020-21 Budget.

BACKGROUND:

Currently, there are 264 jurisdictionally monitored affordable units in the City of Goleta, of which 57 are directly monitored by the City (23 ownership units and 34 rental units). The remaining 207 units were approved and constructed prior to Cityhood and are the monitoring responsibility of the Housing and Community Development Department of the County of Santa Barbara (112 ownership units and 95 rental units).

In addition to the 264 units cited above, the Housing Authority of the County Santa Barbara (HACSB) owns and manages 136 low-income rental units and People's Self-Help Housing Corporation recently took over and owns and manages the 83-unit low-income Villa La Esperanza Complex in Old Town, the 70-unit Casas de Los Carneros Complex, the eight-unit Ellwood Apartments, and the 36-unit Storke Ranch Apartments in the City of Goleta.

The Housing Authority of the County of Santa Barbara has provided the City with Affordable Housing Monitoring Services since February of 2014, which includes turn-key administration of the City's affordable housing ownership units as well as managing the lotteries associated with new affordable housing ownership units as they become available.

The original Agreement and subsequent Amendment No. 1 covered sixteen months (February 24, 2014 through June 30, 2015) with a contract amount of \$25,000. During that time period, HACSB assisted with administrative aspects of the lottery for the Hideaway Project as well as the gathering and inventorying the City's affordable housing ownership units and respective covenants for input into property management software for on-going monitoring and compliance of covenants.

On June 9, 2015, the City Council authorized the City Manager to execute Amendment No. 2 which extended services with HACSB to include Fiscal Years 2015-16 and 2016-17 by \$40,000 for a for a total not to exceed amount of \$65,000.

On June 6, 2017, the City Council authorized the City Manager to execute Amendment No. 3 which extended services with HACSB to include Fiscal Years 2017-18 and 2018-19 by \$40,000 for a for a total not to exceed amount of \$105,000. HACSB has continued its provision of services as outlined in the original agreement and continues to work in tandem with the County of Santa Barbara to ensure that the affordable housing stock in Goleta remains available and affordable.

The Agreement No. 2014-036 and Amendments 1-3 are included with this staff report as Attachment 2.

DISCUSSION:

Staff recognizes the continued need for professional services to ensure affordable housing units are kept in compliance with all applicable housing covenants in order to maintain the City's affordable housing stock. HACSB staff and software are highly qualified to continue to conduct this important work. Staff recommends continuing the City's agreement with HACSB and has requested consideration of a two-year contract to coincide with the upcoming two-year budget under which the City operates.

HACSB is agreeable to meeting the City's request to continue providing Affordable Housing Monitoring Services for the upcoming two fiscal years at the amount of \$20,000 per fiscal year, which is the same rate as in prior years.

ALTERNATIVES:


No feasible alternatives for Affordable Housing Monitoring Services exist at this time.


FISCAL IMPACTS:

An allocation of \$20,000 for FY 2019-20 and \$20,000 for FY 2020-21 to the Neighborhood Services – Contract Services Account (101-5-6100-550) has been requested as part of the new two-year budget. Execution of the Amendment would be subject to the approval of the Fiscal Year 2019-20 and Fiscal Year 2019-20 Budget.

Legal Review By:

Approved By:


Michael Jenkins
City Attorney


Michelle Greene
City Manager

ATTACHMENT:

1. Amendment No. 4 to a Professional Services Agreement between the Housing Authority of the County of Santa Barbara and the City of Goleta for Fiscal Years 2019-20 and 2020-21
2. Housing Authority of the County of Santa Barbara Agreement No. 2014-036 and Amendments No. 1 through No. 3 (available online only)

ATTACHMENT 1

Fourth Amendment to a Professional Services Agreement between the Housing Authority of the County of Santa Barbara and the City of Goleta for Fiscal Years 2019-20 and 2020-21

**AMENDMENT NO. 4
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**

This **Amendment No. 4** to a PROFESSIONAL SERVICES AGREEMENT by and between the **City of Goleta**, a municipal corporation ("City") and **Housing Authority of the County of Santa Barbara**, a public body, corporate and politic ("Consultant") dated February 28, 2014 ("Agreement," Agreement No. 2014-036) is made this 18th day of June, 2019.

RECITALS

WHEREAS, this Agreement is for the provision of professional monitoring and administrative services in conjunction with CITY Affordable housing program; and

WHEREAS, the first amendment to the Agreement extended the termination of the agreement from March 15, 2015 to June 30, 2015 ("Amendment No. 1"); and

WHEREAS, the second amendment to the Agreement extended the termination of the agreement from June 30, 2015 to June 30, 2017 and provided for additional compensation in the amount of \$40,000 ("Amendment No. 2"); and

WHEREAS, the third amendment to the Agreement extended the termination of the agreement from June 30, 2017 to June 30, 2019 and provided for additional compensation in the amount of \$40,000 ("Amendment No. 3"); and

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed one hundred five thousand dollars (\$105,000); and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of forty thousand dollars (\$40,000) for continued affordable housing monitoring services; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the Agreement on June 30, 2019; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the Agreement to June 30, 2021; and

WHEREAS, the Agreement did not provide for the Agreement or any amendments to be executed in counterparts by facsimile or electronic mail; and

WHEREAS, the parties desire to amend the Agreement to allow for execution of the Agreement and amendments by facsimile and electronic mail in order to expedite the finalization of the agreements; and

WHEREAS, the City Council approved this Amendment No. 4, on this 18th day of June, 2019.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 3. COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$40,000 and to read in its entirety:

- (a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$145,000.00 (herein "not-to-exceed amount") and shall be earned as the work progresses.

Compensation shall be fixed in the annual amount of \$20,000 and paid quarterly, based on the fixed annual amount to CONSULTANT in four equal payments of \$5,000.00. The expenses set forth above shall be binding upon CONSULTANT until one year from the effective date of this AGREEMENT, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2021, unless the term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by Section 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. **Section 31. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES**
of the Agreement is added to include counterparts and electronic/facsimile signatures as follows:

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.


4. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect

In concurrence and witness whereof, this Amendment No. 4 has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA

CONSULTANT

Michelle Greene, City Manager



~~Bob Havlicek~~, Executive Director
Robert P Havlicek JR

ATTEST:

Deborah Lopez, City Clerk

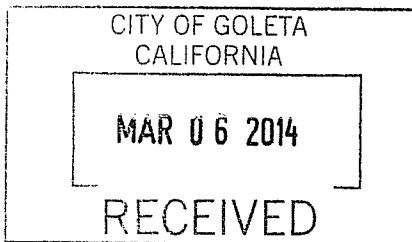
APPROVED AS TO FORM



Winnie Cai, Assistant City Attorney

ATTACHMENT 2

**Housing Authority of the County of Santa Barbara
Agreement No. 2014-036 and
Amendments No. 1 through No. 3**



Agreement No. 2014-036
City of Goleta, California

Project Name: Affordable Housing Ownership Program

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**

This AGREEMENT FOR PROFESSIONAL SERVICES is made and entered into this 23rd day of February, 2014, by and between the **CITY OF GOLETA**, a municipal corporation (herein referred to as "CITY"), and **HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**, a public body, corporate and politic (herein referred to as "CONSULTANT").

WHEREAS, CONSULTANT represents that they are sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the CITY; and

WHEREAS, CONSULTANT was recommended for award of this AGREEMENT by the Director of Neighborhood Services and Public Safety after contacting a minimum of three consultants/firms; and

WHEREAS, the City Manager is authorized by Goleta Municipal Code Section 3.05.240 to execute this AGREEMENT because the value of the AGREEMENT is less than \$30,000.

CITY and CONSULTANT agree as follows:

1. RETENTION AS CONSULTANT

CITY hereby retains CONSULTANT, and CONSULTANT hereby accepts such engagement, to perform the services described in Section 2. CONSULTANT warrants it has the qualifications, experience, and facilities to properly and timely perform said services.

2. DESCRIPTION OF SERVICES

The services to be performed by CONSULTANT are as follows:

Professional monitoring and administrative services in conjunction with CITY Affordable housing program. Services shall generally include turn-key administration of the CITY's Affordable housing program, monitoring of compliance with restrictive covenants as well as lotteries associated with new Affordable housing units as may become available from time to time, as more particularly set forth in the Scope of Work, attached as Exhibit "A," and incorporated herein. This program is limited to Affordable units that are restricted as to ownership (Affordable housing ownership

units) rather than units that are restricted as to rental rates. CONSULTANT shall deliver to CITY the deliverables defined in Exhibit "A."

3. COMPENSATION AND PAYMENT

(a) **Maximum and Rate.** The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$25,000 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Compensation shall be fixed in the annual amount of \$20,750 and paid quarterly, based on the fixed annual amount to CONSULTANT in four equal payments of \$5,187.50. The expenses set forth above shall be binding upon CONSULTANT until one year from the effective date of this AGREEMENT, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

(b) **Payment.** CONSULTANT shall provide CITY with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to CITY's Project Manager. Invoices shall be made no more frequently than on a quarterly basis, and describe the work performed (including a list of hours worked by personnel classification). All payments shall be made within 30 days after CITY's approval of the invoice.

4. EXTRA SERVICES

CITY shall pay CONSULTANT for those CITY authorized extra services, not reasonably included within the services described in Section 2, as mutually agreed to in advance. Unless CITY and CONSULTANT have agreed in writing before the performance of extra services, no liability and no right to claim compensation for such extra services or expenses shall exist. Any compensation for extra services shall be part of the total compensation and shall not increase the not to exceed amount identified in Section 3.

5. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by CONSULTANT shall be accomplished under the general direction of, and coordinate with, CITY's "Project Manager", as that staff person is designated by CITY from time to time, and who presently is Vyto Adomaitis. Project Manager shall have the authority to act on behalf of the CITY in administering this AGREEMENT but shall not be authorized to extend the term of the AGREEMENT or increase the not to exceed amount.

CITY shall cooperate with CONSULTANT as may be reasonably necessary for CONSULTANT to perform the services described in Section 2. Project Manager agrees to provide direction to CONSULTANT as requested regarding particular project requirements.

6. TERM, PROGRESS AND COMPLETION

The term of this AGREEMENT is from the date first written above to March 15, 2015, unless term of this AGREEMENT is extended or the AGREEMENT is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within term of AGREEMENT following the notice to proceed.

7. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than CONSULTANT's drafts, notes and internal memorandum), including duplication of same prepared by CONSULTANT in the performance of these services, are the property of CITY. CITY shall be entitled to immediate possession of the same upon completion of the work under this AGREEMENT, or at any earlier or later time when requested by CITY. CITY agrees to hold CONSULTANT harmless from all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications for purposes other than those described in this AGREEMENT, unless written authorization of CONSULTANT is first obtained.

8. PERSONAL SERVICES/NO ASSIGNMENT/SUBCONTRACTOR

This AGREEMENT is for professional services which are personal to CITY. John Polanskey is deemed to be specially experienced and is a key member of CONSULTANT's firm, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, CITY on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, CITY may terminate this AGREEMENT. This AGREEMENT is not assignable by CONSULTANT without CITY's prior consent in writing.

9. HOLD HARMLESS AND INDEMNITY

(a) **Hold Harmless for CONSULTANT's Damages.** CONSULTANT holds CITY, its elected officials, officers, agents, and employees, harmless from all of CONSULTANT's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to CONSULTANT, to CONSULTANT's employees, to CONSULTANT's

contractors or subcontractors, or to the owners of CONSULTANT's firm, which damages, losses, injuries or liability occur during the work required under this AGREEMENT, or occur while CONSULTANT is on CITY property, or which are connected, directly or indirectly, with CONSULTANT's performance of any activity or work required under this AGREEMENT.

(b) Defense and Indemnity of Third Party Claims/Liability. CONSULTANT shall investigate, defend, and indemnify CITY, its elected officials, officers, agents, and employees, from any claims, lawsuits, demands, judgments, and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of copyright/patent/trademark, or professional errors and omissions arising out of, directly or indirectly, an error, negligence, or omission of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, or the willful misconduct of CONSULTANT or any of CONSULTANT's officers, agents, employees, representatives, subconsultants, or subcontractors, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions concerning any activity, product or work required under this AGREEMENT, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related thereto.

(c) No Waiver. CITY does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by CITY, or the deposit with CITY, of any insurance certificates or policies described in Section 10.

10. INSURANCE

CONSULTANT shall, at CONSULTANT's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by CITY.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 0001 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.

- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.
- d) Professional Liability insurance on a policy form appropriate to CONSULTANTs profession. Limits shall be no less than \$1,000,000 per claim.

Liability insurance policies required to be provided by CONSULTANT hereunder shall contain or be endorsed to contain the following provisions:

- a) CITY, its employees, officials, agents and member agencies shall be covered as additional insureds. Coverage shall apply to any and all liability arising out of the work performed or related to the contract. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10 with an edition date prior to 2004, or its exact equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37 with an edition date prior to 2004.
- b) CONSULTANT's insurance shall apply to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to CITY's vicarious liability.
- c) Liability coverage shall be primary and non-contributing with any insurance maintained by CITY.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to CITY. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this AGREEMENT shall prohibit CONSULTANT, or CONSULTANT's employees, or agents, from waiving the right of recovery prior to a loss. CONSULTANT waives its right of recovery against CITY.
- f) CONSULTANT agrees to deposit with CITY within fifteen days of Notice to Proceed of the Contract certificates of insurance and required endorsements.
- g) There shall be no recourse against CITY for payment of premiums or other amounts with respect to the insurance required to be provided by CONSULTANT hereunder. Any failure, actual or alleged, on the part of CITY to monitor compliance with these requirements will not be deemed as a

waiver of any rights on the part of CITY. CITY has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONSULTANT or CITY will withhold amounts sufficient to pay premium from CONSULTANT payments.

- h) CONSULTANT agrees to provide immediate notice to CITY of any claim or loss against CONSULTANT arising out of the work performed under this AGREEMENT. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

11. RELATION OF THE PARTIES

The relationship of the parties to this AGREEMENT shall be that of independent contractors and that in no event shall CONSULTANT be considered an officer, agent, servant or employee of CITY. CONSULTANT shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

12. CORRECTIONS

In addition to the above indemnification obligations, CONSULTANT shall correct, at its expense, all errors in the work that may be disclosed during CITY's review of CONSULTANT's report or plans. Should CONSULTANT fail to make such correction in a reasonably timely manner, such correction shall be made by CITY, and the cost thereof shall be charged to CONSULTANT or withheld from any funds due to CONSULTANT hereunder.

13. TERMINATION BY CITY

CITY, by notifying CONSULTANT in writing, may upon 30 calendar days' notice, terminate without cause any portion or all of the services agreed to be performed under this AGREEMENT. If termination is for cause, no notice period need be given. In the event of termination, CONSULTANT shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by CITY to CONSULTANT within 30 days following submission of a final statement by CONSULTANT unless termination is for cause. In such event, CONSULTANT shall be compensated only to the extent required by law.

14. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by CONSULTANT of the final payment made under this AGREEMENT shall operate as and be a release of CITY from all claims and liabilities

for compensation to CONSULTANT for anything done, furnished, or relating to CONSULTANT's work or services. Acceptance of payment shall be any negotiation of CITY's check or the failure to make a written extra compensation claim within 10 calendar days of the receipt of that check. However, approval or payment by CITY shall not constitute, nor be deemed, a release of the responsibility and liability of CONSULTANT, its employees, subcontractors, agents and consultant for the accuracy and competency of the information provided and/or work performed; nor shall such approval or payment be deemed to be an assumption of such responsibility or liability by CITY for any defect or error in the work prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

15. AUDIT OF RECORDS

At any time during normal business hours and as often as it may deem necessary, CONSULTANT shall make available to a representative of CITY for examination of all its records with respect to all matters covered by this AGREEMENT and will permit CITY to audit, examine and/or reproduce such records. CONSULTANT will retain such financial records, time sheets, work progress reports, invoices, bills and project records for at least two years after termination or final payment under this AGREEMENT.

16. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this AGREEMENT by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified. All of the remedies permitted or available to a party under this AGREEMENT, or at law or in equity, shall be cumulative and alternative, and invocation of any such right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right of remedy.

17. CONFLICT OF INTEREST

CONSULTANT is unaware of any CITY employee or official that has a financial interest in CONSULTANT'S business. During the term of this AGREEMENT and/or as a result of being awarded this AGREEMENT, CONSULTANT shall not offer, encourage or accept any financial interest in CONSULTANT'S business by any CITY employee or official.

18. CONSTRUCTION OF LANGUAGE OF AGREEMENT

The provisions of this AGREEMENT shall be construed as a whole according to its common meaning of purpose of providing a public benefit and not strictly for or against any party. It shall be construed consistent with the provisions hereof, in order to achieve the objectives and purposes of the parties. Wherever required by the context, the singular shall include the plural and vice versa, and the masculine gender shall include the feminine or neutral genders or vice versa.

19. MITIGATION OF DAMAGES

In all situations arising out of this AGREEMENT, the parties shall attempt to avoid and minimize the damages resulting from the conduct of the other party.

20. GOVERNING LAW

This AGREEMENT, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California. Should litigation occur, venue shall be in Superior Court of Santa Barbara County.

21. TAXPAYER IDENTIFICATION NUMBER

CONSULTANT shall provide CITY with a complete Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. 12-87), as issued by the Internal Revenue Service.

22. NON-APPROPRIATION OF FUNDS

Payments due and payable to CONSULTANT for current services are within the current budget and within an available, unexhausted and unencumbered appropriation of CITY funds. In the event CITY has not appropriated sufficient funds for payment of CONSULTANT services beyond the current fiscal year, this AGREEMENT shall cover only those costs incurred up to the conclusion of the current fiscal year.

23. MODIFICATION OF AGREEMENT

The tasks described in this AGREEMENT and all other terms of this AGREEMENT may be modified only upon mutual written consent of CITY and CONSULTANT.

24. USE OF THE TERM "CITY"

Reference to "CITY" in this AGREEMENT includes City Manager or any authorized representative acting on behalf of CITY.

25. PERMITS AND LICENSES

CONSULTANT, at its sole expense, shall obtain and maintain during the term of this AGREEMENT, all appropriate permits, licenses, and certificates, including a CITY business license, that may be required in connection with the performance of services under this AGREEMENT.

26. CAPTIONS

The captions or headings in this AGREEMENT are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the AGREEMENT.

27. AUTHORIZATION

Each party has expressly authorized the execution of this AGREEMENT on its behalf and bind said party and its respective administrators, officers, directors, shareholders, divisions, subsidiaries, agents, employees, successors, assigns, principals, partners, joint venturers, insurance carriers and any others who may claim through it to this AGREEMENT.

28. ENTIRE AGREEMENT BETWEEN PARTIES

Except for CONSULTANT'S proposals and submitted representations for obtaining this AGREEMENT, this AGREEMENT supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

29. PARTIAL INVALIDITY

If any provision in this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

30. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY:

Attention: Daniel Singer, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO CONSULTANT: Attention: Fred Lamont, Executive Director
 815 West Ocean Avenue
 Lompoc, CA 93436
 Phone (805) 736-3423

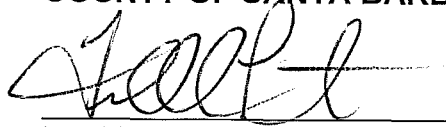
(signatures appear on next page)

In concurrence and witness whereof, this AGREEMENT has been executed by the parties effective on the date and year first above written.

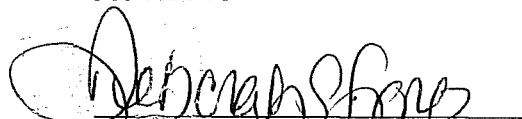
CITY OF GOLETA


Daniel Singer, City Manager

**HOUSING AUTHORITY OF THE
COUNTY OF SANTA BARBARA**


Fred Lamont, Executive Director

ATTEST:


Deborah S. Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney

Exhibit A

Scope of Work

CONSULTANT shall provide turn-key administration of the CITY's Affordable housing ownership units as well as lotteries associated with new Affordable housing ownership units as become available. The provision of these services shall include the following:

1. CONSULTANT shall work with staff to define the topics to be covered in providing turn-key administration of the CITY's Affordable housing ownership units and finalize the administrative model for implementation.
2. CONSULTANT shall gather and inventory the CITY's Affordable housing ownership units and respective Covenants into property management software for monitoring and compliance of Covenants.
3. CONSULTANT shall serve as the primary contact with regard to inquiries about Affordable housing ownership in the CITY as well as ensuring compliance with eligibility requirements and processing for Affordable housing ownership unit purchases or sales.
4. As part of serving as the primary contact with regard to inquiries about Affordable housing ownership in the CITY, CONSULTANT shall host information on their website and on-site at their Goleta Housing Office located at 5575 Armitos Avenue Goleta, CA 93117, as well as provide a contact telephone number for CITY residents or interested parties to call.
5. CONSULTANT shall make available bi-lingual assistance (Spanish) to residents or interested parties as necessary.
6. CONSULTANT shall keep current on all updates and changes in assigned Affordable housing program monitoring requirements for the assigned Affordable housing ownership units and ensure compliance with all applicable state, federal, and local laws and regulations.
7. CONSULTANT shall explain and maintain lottery results and records relevant to future homeownership programs.
8. CONSULTANT shall verify and track compliance for existing homeowners and certify applicants for future properties.
9. CONSULTANT shall take corrective action in coordination and consultation with CITY when homeowner is found to be out of compliance.
10. Respond to compliance-related questions from CITY staff and ensure that Affordable housing ownership units are 100% in compliance with existing Covenants.

11. CONSULTANT shall provide a variety of “data” reports (requests for information, compliance complaints, etc.) to the CITY related to the Affordable housing ownership units in the CITY’s jurisdiction on a quarterly basis or as requested by CITY staff.
12. CONSULTANT shall prepare an annual report of the data with key findings; report shall include visual presentation, executive summary, written report with findings, strategic analysis, and methodology.
13. CONSULTANT shall be available to present the annual report to CITY Council or other bodies as requested by CITY.
14. CONSULTANT shall provide any other tools or processes that would be useful in monitoring and compliance of Affordable housing ownership services.

The professional services to be provided by the CONSULTANT are set at a fixed amount for one year of services as stipulated in this AGREEMENT. The provision of professional services by CONSULTANT is of an on-going nature as opposed to traditional incremental tasks. CITY is aware that the costs to set up the monitoring and compliance services provided by the CONSULTANT are also fixed and included in the \$20,750 stated in Section 3 and will remain unchanged during the term of this AGREEMENT. Any charges related to performing a lottery function on behalf of the CITY shall be limited to a nominal amount to be paid by applicants as part of their application submittals.

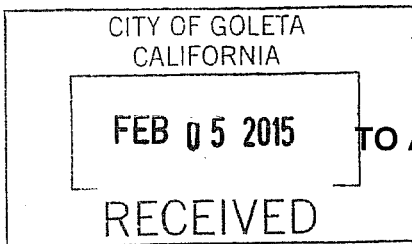
WORK PRODUCT AND PRESENTATION

CONSULTANT shall provide one copy of draft report and presentation materials to the Economic Development Coordinator prior to review meetings, which describes the report’s purpose, methodology, findings and recommendations. One copy of the final report shall be provided to the CITY in addition to a digital copy in Microsoft Word and/or Excel format.

Meetings

The following meetings are anticipated:

- Initial meeting with staff to develop monitoring and compliance requirements.
- Meeting with staff to finalize monitoring and compliance requirements.
- Meeting to review reporting format, findings, and visual presentation.
- Update meetings, as necessary, to review pertinent findings.



Agreement No. 2014-036.1
City of Goleta, California

**AMENDMENT NO. 1
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF GOLETA
AND
HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**

This Amendment No. 1 ("Amendment") to a PROFESSIONAL SERVICES AGREEMENT (Agreement for Professional Services between the City of Goleta and Housing Authority of the County of Santa Barbara) is made this 13th day of February, 2015 between the **City of Goleta** (City) and **Housing Authority of the County of Santa Barbara** (Consultant) dated February 28, 2014 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the AGREEMENT on March 15, 2015; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2015; and

WHEREAS, the City Manager approved this contract Amendment, per the Goleta Municipal Code Section 3.05.240 on this 13th day of February, 2015.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

1. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional 107 days to read in its entirety.

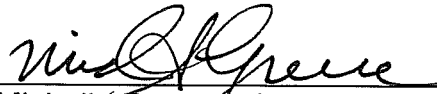
The term of this Agreement is from the date first written above to June 30, 2015, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.


2. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 1 has been executed by the parties effective on the date and year first above written.

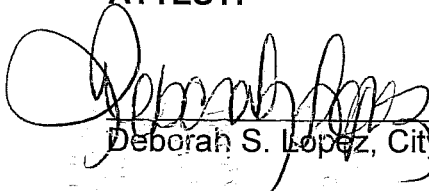
CITY OF GOLETA


Michelle Greene, City Manager


CONSULTANT

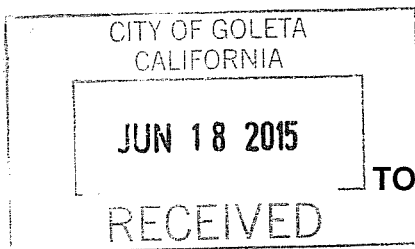

Bob Havlicek, Executive Director

ATTEST:


Deborah S. Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney



**AMENDMENT NO. 2
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF GOLETA
AND
HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**

This Amendment No. 2 ("Amendment") to a PROFESSIONAL SERVICES AGREEMENT (Agreement for Professional Services between the City of Goleta and Housing Authority of the County of Santa Barbara) is made this 2nd day of June, 2015 between the **City of Goleta** (City) and **Housing Authority of the County of Santa Barbara** (Consultant) dated February 28, 2014 ("Agreement").

RECITALS

WHEREAS, the Agreement between City and Consultant currently provides in Section 3 Subsection (a) for the total compensation amount not to exceed \$25,000; and

WHEREAS, the parties desire to amend the Agreement so as to provide for additional compensation in the amount of \$40,000 for Affordable Housing Ownership Program; and

WHEREAS, the Agreement between City and Consultant currently provides in Section 6 for the termination of the AGREEMENT on June 30, 2015; and

WHEREAS, the parties desire to amend the Agreement so as to extend the termination of the AGREEMENT to June 30, 2017; and

WHEREAS, the City Council on this 2nd day of June, 2015, approved this contract Amendment, and authorized the City Manager to execute this Amendment per Goleta Municipal Code Section 3.05.240.

AMENDED TERMS

Now therefore City and Consultant agree as follows that the Agreement be, and hereby is, amended as follows:

- 1. Section 3 Subsection (a). COMPENSATION AND PAYMENT** of the Agreement is amended to add an additional authorized amount of \$40,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$65,000.00 (herein "not to exceed amount"), and shall be earned as the work progresses.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of the Agreement is amended to extend the term for an additional two years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2017, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

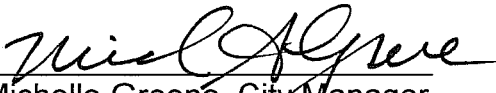
CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.


3. Except as otherwise specifically provided herein, all other provisions of the Agreement shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 2 has been executed by the parties effective on the date and year first above written.

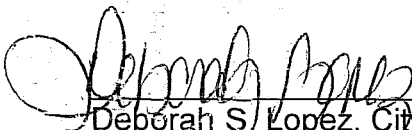
CITY OF GOLETA

CONSULTANT

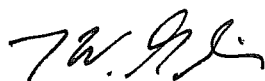

Michelle Greene, City Manager


Bob Havlicek, Executive Director

ATTEST:


Deborah S. Lopez, City Clerk

APPROVED AS TO FORM


Tim W. Giles, City Attorney



Agreement No. 2014-036.3
City of Goleta, California

**AMENDMENT NO. 3
TO A PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF GOLETA
AND
HOUSING AUTHORITY OF THE COUNTY OF SANTA BARBARA**

This Amendment No. 3 to a PROFESSIONAL SERVICES AGREEMENT is made this 20th day of June, 2017 between the City of Goleta (City) and Housing Authority of the County of Santa Barbara (Consultant) dated February 28, 2014 ("Agreement No. 2014-036").

RECITALS

WHEREAS, Agreement No. 2014-036 between City and Consultant originally provided in Section 3 Subsection (a) for the total compensation amount not to exceed \$25,000; and

WHEREAS, Agreement No. 2014-036 between City and Consultant originally provided in Section 6 for the termination of Agreement No. 2014-036 on March 15, 2015; and

WHEREAS, Amendment No. 1 amended Section 6 of Agreement No. 2014-036 so as to extend the termination to June 30, 2015; and

WHEREAS, Amendment No. 2 amended Section 3 Subsection (a) and Section 6 of Agreement No. 2014-036 so as to provide for additional compensation in the amount of \$40,000 and to extend the termination to June 30, 2017; and

WHEREAS, the parties desire to amend Section 3 Subsection (a) and Section 6 of Agreement No. 2014-036 through Amendment No. 3 to provide for additional compensation in the amount of \$40,000 and to extend the termination to June 30, 2019; and

WHEREAS, the City Council on this 6th day of June, 2017, approved this Amendment No. 3, and authorized the City Manager to execute this Amendment No. 3.

AMENDED TERMS

Now therefore City and Consultant agree as follows that Agreement No. 2014-036 be, and hereby is, amended as follows:

1. **Section 3 Subsection (a). COMPENSATION AND PAYMENT** of Agreement No. 2014-036 is amended to add an additional authorized amount of \$40,000 and to read in its entirety:

(a) Maximum and Rate. The total compensation payable to CONSULTANT by CITY for the services under this AGREEMENT **SHALL NOT EXCEED** the sum of \$105,000.00 (herein "not to exceed amount"), and shall be earned as the work progresses on the following basis:

Compensation shall be fixed in the annual amount of \$20,000 and paid quarterly, based on the fixed annual amount to CONSULTANT in four equal payments of \$5,000.00. The expenses set forth above shall be binding upon CONSULTANT until one year from the effective date of this AGREEMENT, after which any change in said rates and expenses must be approved in writing by CITY's Project Manager (CITY is to be given 60 days notice of any rate increase request), provided the not to exceed amount is the total compensation due CONSULTANT for all work described under this AGREEMENT.

2. **Section 6. TERM, PROGRESS AND COMPLETION** of Agreement No. 2014-036 is amended to extend the term for an additional two years to read in its entirety.

The term of this Agreement is from the date first written above to June 30, 2019, unless term of this Agreement is extended or the Agreement is terminated as provided for herein.

CONSULTANT shall not commence work on the services to be performed until (i) CONSULTANT furnishes proof of insurance as required by paragraph 10 below, and (ii) CITY gives written authorization to proceed with the work provided by CITY's Project Manager. All services shall be completed within the term of this Agreement following the notice to proceed.

3. Except as otherwise specifically provided herein, all other provisions of Agreement No. 2014-036 shall remain in full force and effect.

In concurrence and witness whereof, this Amendment No. 3 has been executed by the parties effective on the date and year first above written.

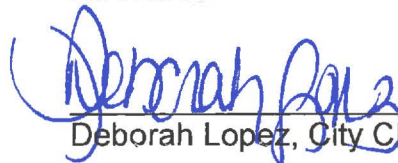
CITY OF GOLETA


Michelle Greene, City Manager

CONSULTANT


Bob Havlicek, Executive Director

ATTEST:


Deborah Lopez, City Clerk

APPROVED AS TO FORM


Winnie Cai, Deputy City Attorney