

AMENDMENT NO. 2

TO AGREEMENT FOR CONTRACT SERVICES

THIS SECOND AMENDMENT TO THE AGREEMENT FOR CONTRACT SERVICES (“Second Amendment”) by and between the CARSON HOUSING AUTHORITY, (“Authority”) and DHA Consulting, LLC, a California Limited Liability Company (“Consultant”) is effective as of the 19th day of November, 2019.

RECITALS

A. Authority and Consultant entered into that certain Agreement for Contract Services dated July 1, 2016 (“Agreement”) whereby Consultant agreed to provide financial analysis services for Authority projects for a period of 2 years from July 1, 2016 through June 30, 2018 for a total contract sum of \$30,000.

B. On June 19, 2018, Authority approved the first amendment (“First Amendment”) to the Agreement to extend the term through December 31, 2019 and increased compensation by \$24,000, for a total contract sum not to exceed \$54,000.

C. Authority and Consultant now desire to amend the Agreement to (1) clarify the Scope of Services in Exhibit “A”; (2) continue the services through June 30, 2023; (3) increase the compensation by \$30,000 for a total contract sum not to exceed \$84,000; and (4) update the hourly rates for Consultant’s services.

TERMS

1. **Contract Changes.** The Agreement is amended as provided herein (new text is identified in ***bold italics***, deleted text in ~~strike-through~~):

A. **Section 2.1, “Contract Sum,” shall be amended as follows:**

“2.1 Contract Sum. Subject to any limitations set forth in this Agreement, Authority agrees to pay Consultant the amounts specified in the “Schedule of Compensation” attached herein as Exhibit “C” and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed ~~Fifty Four Thousand Dollars (\$54,000)~~ ***Eighty Four Thousand Dollars (\$84,000)*** (the “Contract Sum”), unless additional compensation is approved pursuant to Section 1.8.”

B. **Section 3.4, “Term,” shall be amended as follows:**

“3.4 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding ~~forty-two (42) months~~ ***seven (7) years*** from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit “D”).”

C. **Section I of Exhibit A, “Scope of Services,” shall be amended as follows:**

“Consultant shall perform the following Services:

At the discretion of the Authority’s Contract Officer the Consultant shall provide real estate fiscal and financial analysis as requested in connection with the Authority projects, including but not limited to: preparation of Authority reports, assistance with preparation of Recognized Obligation Payment Schedules, tax increment revenue analysis and projections and other tasks as may be requested by the ~~eContract administrator~~ **Contract Officer**.

Further description of the above services is attached hereto as Exhibit A-1.”

D. **Exhibit A-1, attached hereto and by this reference incorporated herein, is hereby added to the Agreement, as a supplement to Exhibit A.**

E. **Section I of Exhibit C, “Schedule of Compensation,” is amended to read in its entirety as follows:**

“Consultant shall perform the following tasks at the following rates:

Consultant shall provide the services stated in Exhibit A on an as-needed basis. The maximum contract amount is a not-to-exceed amount of ~~\$54,000~~ **\$84,000** unless the contract amount is modified pursuant to Section 1.8 of this Agreement.

~~See attached hourly rate sheet.~~

The following table is added to provide the maximum Personnel Hourly Rates:

<i>Title of Personnel</i>	<i>Fiscal Year 2016-2017</i>	<i>Fiscal Year 17-18</i>	<i>Fiscal Year 18-19</i>	<i>Fiscal Year 19-20</i>	<i>Fiscal Year 20-21</i>	<i>Fiscal Year 21-22</i>	<i>Fiscal Year 22-23</i>
<i>President</i>	<i>\$165 / hour</i>	<i>\$165 / hour</i>	<i>\$165 / hour</i>	<i>\$165 / hour</i>	<i>\$170 / hour</i>	<i>\$175 / hour</i>	<i>\$180 / hour</i>
<i>Administrative /Secretarial</i>	<i>\$65 / hour</i>	<i>\$65 / hour</i>	<i>\$65 / hour</i>	<i>\$65 / hour</i>	<i>\$75 / hour</i>	<i>\$80 / hour</i>	<i>\$85 / hour</i>

The following table is added to provide a projected annual distribution of costs for the Services, and is solely for tentative budgeting purposes of the City for Fiscal Year (FY) 19-23. Actual costs from previous FYs are not included. Actual sums expended or budgeted for may be higher or lower in any given fiscal year of the Term of the Agreement; provided, however, the total aggregate

costs for Services shall not exceed the contract sum set forth in Section 2.1 of the Agreement.

<i>Fiscal Year 2019-2020</i>	<i>Fiscal Year 20-21</i>	<i>Fiscal Year 21-22</i>	<i>Fiscal Year 22-23</i>
<i>Existing Contract Balance Amount under First Amendment (\$43,893.75 as of June 30, 2019)</i>	<i>\$10,000</i>	<i>\$10,000</i>	<i>\$10,000</i>

Incurred Expenses shall be billed at an amount equal to 100% of the expense and shall include the following:

- *Mileage at current IRS reimbursable amount, or equivalent car rental fee*
- *Black and white copies at the rate of \$0.20 per copy; or actual outside charges*
- *Duplication and binding at an amount equal to actual charges*
- *Authorized artwork or mapping at an amount equal to actual charges*
- *Purchase of data and/or reports concerning assessed values or taxes at an amount equal to actual charges*
- *Authorized travel by common carrier at an amount equal to actual charges*
- *Telephone at the actual rate plus taxes and applicable other charges*
- *Data Processing and computer modeling at an amount equal to actual charges*

F. Section I of Exhibit D, “Schedule of Performance,” shall be amended as follows:

“Consultant shall make reasonable efforts to perform the following Services in accordance with the following schedule:

	<i>Time to Perform</i>	<i>Contract Expiration</i>
Exhibit A	3.5 years	12/31/19
	<i>7 years</i>	<i>06/30/23</i>

G. Section 5.1(c), Automotive Insurance (Form CA 0001 (ED 1/87) including "any auto" and endorsement CA 0025 or equivalent), shall be removed from the Agreement in its entirety.

2. **Continuing Effect of Agreement.** Except as amended by this Agreement, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Second Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement, as amended by this Second Amendment to the Agreement.

3. **Affirmation of Agreement; Warranty Re Absence of Defaults.** Authority and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to Authority that, as of the date of this Second Amendment, Authority is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

Authority represents and warrants to Consultant that, as of the date of this Second Amendment, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

4. **Adequate Consideration.** The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Second Amendment.

5. **Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CARSON HOUSING AUTHORITY:

Albert Robles, Chairman

ATTEST:

Donesia Gause-Aldana
Authority Secretary

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny K. Soltani, Authority Counsel
[ndp]

CONSULTANT:

DHA Consulting, LLC

By:_____
Name: Diane Hadland
Title: President and Sole Member
Address: 3621 California Avenue
Long Beach, CA 90807

Two corporate officer signatures required when Consultant is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, or any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. CONSULTANT'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO CONSULTANT'S BUSINESS ENTITY.

EXHIBIT A-1

SCOPE OF SERVICES

I. Consultant shall perform the following Services:

- A. Annual Housing Authority Report (SB 341).** This report is based in large part on the audited financial statements of the Housing Authority and is due in April of each year for the preceding fiscal year. The report is prepared from information provided by the Finance Department and, to a lesser extent, the information provided by Community Development staff members.
- B. Other Regulatory Reporting:** Consultant shall prepare annual regulatory reports required by the Health and Safety Code, other state laws, CDLAC and special requirements. Services provided can range from answering questions for staff to independent report preparation.
- C. Agreement Compliance:** Consultant shall review various agreements made by the housing entities to determine responsibilities and requirements for the city as well as the developer/owner. Concise summaries of such agreements shall be prepared to enable required information to be easily accessed for annual monitoring and other requirements.
- D. Housing Monitoring:** Completed housing projects require ongoing monitoring to ensure that they are in compliance with various regulations. Consultant shall review these projects to make sure that they are adhering to the law as well as the specific requirements of the housing agreements.
- E. Compliance Monitoring:** Consultant shall review current housing-related activities and procedures to ensure they are in compliance with existing laws, regulations and agreements.
- F. Staff Assistance:** Consultant shall assist staff to organize or project-manage housing activities. Depending on the nature of the services, DHA Consulting can provide the services remotely or on-site.
- G. Other Items, as Requested:** Other services provided to the Housing Authority on an as needed, as requested, basis.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	
<input type="checkbox"/> CORPORATE OFFICER	
<div style="display: flex; align-items: center;"><div style="flex: 1;"><input type="checkbox"/> PARTNER(S)</div><div style="flex: 1; text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div>	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____ NUMBER OF PAGES
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

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<div style="display: flex; justify-content: space-between;"><div><input type="checkbox"/> PARTNER(S)</div><div style="text-align: center;">TITLE(S) <input type="checkbox"/> LIMITED <input type="checkbox"/> GENERAL</div></div>	_____ TITLE OR TYPE OF DOCUMENT
<input type="checkbox"/> ATTORNEY-IN-FACT	
<input type="checkbox"/> TRUSTEE(S)	_____ NUMBER OF PAGES
<input type="checkbox"/> GUARDIAN/CONSERVATOR	
<input type="checkbox"/> OTHER _____	
SIGNER IS REPRESENTING: (NAME OF PERSON(S) OR ENTITY(IES)) _____ _____	_____ DATE OF DOCUMENT
	_____ SIGNER(S) OTHER THAN NAMED ABOVE