

**REPORT TO MAYOR AND COUNCIL**

TO THE HONORABLE MAYOR AND COUNCIL:

DATE: April 7, 2015

SUBJECT: APPROVE AN AMENDMENT TO HELLO HOUSING AGREEMENT BY INCREASING THE PAYMENT LIMIT OF THE CONTRACT FOR ADMINISTRATION OF THE HOUSING REHABILITATION LOAN AND GRANT PROGRAM FROM \$49,000 TO \$54,000 FOR THE PERIOD JULY 1, 2014 – JUNE 30, 2015, and AUTHORIZE THE CITY MANAGER TO EXECUTE THE AMENDMENT (Federal Funds)

Report in Brief

The City's Housing program contracts with Hello Housing to administer the City's Housing Rehabilitation Loan and Grant Program which provides grants and low interest loans to income qualified homeowners. The program is funded with Federal funds through the Community Development Block Grant (CDBG) program. The City's contract with Hello Housing provides \$49,000 for administration of the program. To date the program has allocated funding for nineteen grants and one low-income loan. An additional allocation of \$5,000 will allow Hello Housing to administer three to four additional grants. Funding for the agreement and the proposed increase comes from Community Development Block Grant federal funds.

Staff recommends that the City Council approve the proposed contract amendment increasing the payment limit from \$49,000 to \$54,000 for the period of July 1, 2014 through June 30, 2015, and authorize the City Manager to execute the Amendment (Attachment 1).

Background

On July 1, 2014, the Housing program entered into an Agreement with Hello Housing for services associated with administering the City's Housing Rehabilitation Loan and Grant Program. Hello Housing is a known housing consulting firm that assists municipalities with administration of housing programs that assist income qualified homeowners. The City's Housing program also contracts with Hello Housing to administer the First Time Homebuyer program.

APPROVE AN AMENDMENT WITH HELLO HOUSING INCREASING THE
PAYMENT LIMIT FOR THE PERIOD JULY 1, 2014 – JUNE 30, 2015

April 7, 2015

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The scope of work associated with the Housing Rehabilitation Loan and Grant Program Agreement includes consultation with property owners, review of loan and grant applications for eligibility under CDBG guidelines, processing of related paperwork, assistance to homeowners during the bid process including verification of contractor's business and construction license, oversight of construction, and performance of periodic and final inspections to determine that the work has been completed in accordance with the construction contract.

Discussion

This year the City's Housing Rehabilitation Loan and Grant Program has been highly successful, providing grants and low or deferred interest loans. In particular the program has helped homeowner's repair and replace roofs, bathrooms, furnaces, water heaters and install accessibility upgrades (such as ramps and grab bars), as well as weatherization upgrades, including double pane windows and sliding doors. These improvements allow homeowners to remain in their homes in a safe, healthy environment while maintaining Concord's housing stock and neighborhoods.

The current fiscal year is the first full year that the City has contracted with Hello Housing to administer this Housing program. Eleven grants and associated improvement projects have been completed thus far, and approximately eight grants and one low-interest loan are anticipated to be placed by the end of the fiscal year. Due to the success of the program, it is anticipated that the administration costs will exceed the original contract amount of \$49,000, and an additional \$5,000 will be required. Approval of this addition to the contract requires City Council approval, as the total contract for \$54,000 would exceed the \$50,000 threshold for staff level approval of Agreements.

Fiscal Impact

Funds for this program are provided through the CDBG program and there are adequate funds allocated to cover this increase. No General Funds are used.

Public Contact

The posting of the Council Agenda.

APPROVE AN AMENDMENT WITH HELLO HOUSING INCREASING THE
PAYMENT LIMIT FOR THE PERIOD JULY 1, 2014 – JUNE 30, 2015

April 7, 2015

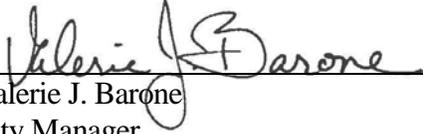
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Recommendation for Action

Staff recommends the City Council approve an amendment to the contract with Hello Housing, increasing the payment limit from \$49,000 to \$54,000 for the balance of the term and authorize the City Manager to execute the amendment.

Prepared by: Brenda Kain
Community Services Program Manager
brenda.kain@cityofconcord.org

Reviewed by: John Montagh
Economic Dev. & Housing Manager
john.montagh@cityofconcord.org



Valerie J. Barone
City Manager

Valerie.barone@cityofconcord.org

Reviewed by: Victoria Walker
Director of Community and Econ. Dev.
victoria.walker@cityofconcord.org

Attachment 1: Amendment to the Agreement with Hello Housing

Attachment 2: Copy of current agreement with Hello Housing

FIRST AMENDMENT TO CDBG HOUSING REHABILITATION AND LOAN GRANT PROGRAM
ADMINISTRATION AGREEMENT

This First Amendment to the Agreement is entered into on this date, March 1, 2015, and amends the July 1, 2014, Agreement between the City of Concord (“CITY”) and Hello Housing, 1242 Market Street 3rd Floor, San Francisco, California, 94102, (“CONSULTANT”).

WHEREAS, the CITY and CONSULTANT entered into an Agreement dated July 1, 2014, wherein CONSULTANT agreed to administer the Housing Rehabilitation and Loan Grant Program for the CITY; and,

WHEREAS, the Agreement dated July 1, 2014, provides that the payment limit of the contract is \$49,000.

NOW THEREFORE, in consideration of the promises and conditions set forth in the Agreement dated July 1, 2014, the parties mutually desire to exercise the option to increase the payment limit as follows, without change to the services provided:

Accordingly the July 1, 2014, Agreement is amended with the following:

Recitals, Section B, is amended as follows without change to the remaining sections of the Recitals:

In consideration of additional services for program administration, the City shall pay Consultant in an additional amount not to exceed Five Thousand Dollars (\$5,000), without change to the housing rehabilitation loan and grant amount of \$221,937. As a result of these additional services, the not to exceed amount has increased from Forty-Nine Thousand Dollars (\$49,000) to Fifty-Four Thousand Dollars (\$54,000) over the term of the Agreement and any amendments.

Sections 4 and 5 of the Agreement are amended as follows, without change to the remaining sections of the Agreement:

4. Compensation. The City shall pay the Consultant for the services provided by the Consultant to the City under this agreement per the fee structure outlined in Exhibit B. The amount payable to the Consultant under this agreement is estimated not to exceed Fifty-Four Thousand Dollars (\$54,000). So as long as Consultant is not in default under this agreement, in the event that total billings invoiced by the Consultant by June 30, 2015 do not exceed \$20,000, the Consultant shall submit a year-end reconciliation invoice, which shall bring total billing to \$20,000, it being the parties’ intent that \$20,000 is the minimum amount City will pay to the Consultant in consideration of Consultant’s administrative costs (e.g. set up, administration) directly attributable to Consultant’s work under this agreement.

5. Invoices and Payment. The Consultant shall invoice the City monthly for activities completed per month under this agreement. The City shall pay all amounts due to the Consultant under this agreement within thirty (30) days of receipt of an invoice. In no event will the City's obligation under this agreement exceed Fifty-Four Thousand Dollars (\$54,000).

Except as expressly amended herein, all other terms and conditions of the Agreement dated July 1, 2014, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this First Amendment on the day and year written above.

Dated: _____, 2015

HELLO HOUSING

BY: _____

Dated: _____, 2015

CITY OF CONCORD

By: _____

Valerie Barone
City Manager

APPROVED AS TO FORM:

ATTEST:

City Attorney

City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 2015

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2014/15 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT THE SUM OF \$54,000. Account Code 262 8800 1Z01 63800 400.

Finance Director's Signature

ORIGINAL

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on July 1, 2014 between the City of
 2 Concord ("CITY") and Hello Housing, 1242 Market Street, 3rd Floor, San Francisco, CA 94102
 3 ("CONSULTANT").

4 THE PARTIES ENTER THIS AGREEMENT based upon the following facts, understandings
 5 and intentions:

6 The CITY desires to contract with CONSULTANT to provide the professional services
 7 described in Section 2 of this Agreement, upon the terms and conditions hereinafter set forth.

8 NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the
 9 parties herein contained, the parties hereto agree as follows:

10 1. **TERM.** This Agreement shall commence on July 1, 2014 and expire on July 1, 2015.

11 A. **Extension of Term.** Upon mutual written agreement by the parties, the term of this
 12 Agreement may be extended for two additional period(s) of one year(s) each commencing upon the
 13 expiration of the initial or extended term, subject to the same terms and conditions of this Agreement.
 14 CONSULTANT shall give written notice of its request for extension of the term of the Agreement to
 15 the City's Authorized Representative, as identified in Section 4 below, at least thirty (30) days prior to
 16 expiration of the initial or extended term.

17 The extension(s) of the term of this Agreement shall be subject to a review of
 18 CONSULTANT'S performance in accordance with the terms and conditions of this Agreement and
 19 shall be subject to City approval. Such extension of time shall be in writing by a duly executed
 20 Amendment to this Agreement.

21 2. **SCOPE OF SERVICES.** Subject to such policy direction and approvals provided by
 22 the CITY's Authorized Representative, CONSULTANT shall perform the services described in detail
 23 in Exhibit A, Scope of Services. CITY retains all rights of approval and discretion with respect to the
 24 projects and undertakings contemplated by this Agreement.

25 3. **PAYMENT.** The compensation to be paid to CONSULTANT including payment for
 26 professional services and reimbursable expenses, shall be at the rate and schedules in detail in Exhibit
 27 A. However, shall in no event shall the amount CITY pays CONSULTANT exceed thirty five
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7/26/2013

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1 thousand dollars (\$35,000.00) for the first term of this Agreement, thirty eight thousand five hundred
2 dollars (\$38,500.00) for the second year term and then forty two thousand three hundred fifty
3 (\$42,350.00) for the third year term. Any Amendment to this Agreement that includes an increase to
4 this compensation amount shall be made in accordance with Section 5 below.

5 CONSULTANT may submit monthly statements for services rendered; all statements shall
6 include adequate documentation demonstrating work performed during the billing period. It is
7 intended that CITY review such statement and pay CONSULTANT for services rendered within 30
8 days of receipt of a statement that meets all requirements of this Agreement. Payment by CITY shall
9 not be deemed a waiver of unsatisfactory work, even if such defects were known to the CITY at the
10 time of payment.

11 **4. AUTHORIZED REPRESENTATIVES.** Authorized representatives shall represent
12 CITY and CONSULTANT in all matters pertaining to the services to be ordered by CITY or rendered
13 by CONSULTANT under this Agreement except where approval for the CITY is specifically required
14 by the City Council. The CITY's authorized representative is John Montagh, Economic
15 Development and Housing Manager of the Community and Economic Development Department. The
16 CONSULTANT's authorized representative is Mardie Oakes, Executive Director.

17 **5. AMENDMENT TO AGREEMENT.** This Agreement may be amended in writing,
18 subject to approval by both parties. If additional services are requested by CITY other than as
19 described in the above Scope of Services, this Agreement may be amended, modified, or changed by
20 the parties subject to mutual consent and in accordance with the CITY's Municipal Code by execution
21 of an Amendment by authorized representatives of both parties setting forth the additional scope of
22 services to be performed, the performance time schedule, and the compensation for such services.

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1 CONSULTANT shall pay all taxes, assessments and premiums under the federal Social Security Act,
2 any applicable unemployment insurance contributions, Workers Compensation insurance premiums,
3 sales taxes, use taxes, personal property taxes, or other taxes or assessments now or hereafter in effect
4 and payable by reason of or in connection with the services to be performed by CONSULTANT.

5 **7. STANDARD OF PERFORMANCE.** CONSULTANT represents and warrants to
6 CITY that CONSULTANT is skilled and able to provide such services described in the Scope of
7 Work and that such services shall be performed in an expeditious manner, and with the degree of skill
8 and care that is required by current, good, and sound procedures and practices. CONSULTANT
9 further agrees that the services shall be in conformance with generally accepted professional standards
10 prevailing at the time work is performed.

11 **8. PERFORMANCE BY CONSULTANT.** CONSULTANT shall not employ other
12 consultants, subconsultants, experts, or contractors without the prior written approval of the CITY.
13 Notwithstanding the foregoing, CITY shall not be obligated or liable for payment hereunder to any
14 party other than the CONSULTANT. CONSULTANT hereby designates the CONSULTANT'S
15 representative as the person primarily responsible for the day-to-day performance of
16 CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
17 CONSULTANT'S representative without the prior written consent of the CITY. Unless otherwise
18 expressly agreed by the CITY, CONSULTANT'S representative shall remain responsible for the
19 quality and timeliness of performance of the services, notwithstanding any permitted or approved
20 delegation hereunder.

21 **9. OWNERSHIP AND MAINTENANCE OF DOCUMENTS.** All documents
22 furnished by CONSULTANT pursuant to this Agreement are instruments of CONSULTANT'S
23 services in respect to this project. They are not intended nor are represented to be suitable for reuse by
24 others except CITY on extensions of this project or on any other project. Any reuse without specific
25 written verification and adoption by CONSULTANT for the specific purposes intended will be at
26 user's sole risk and without liability or legal exposure and expenses to CONSULTANT, including
27 attorney's fees arising out of such unauthorized reuse.

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1 CONSULTANT's records, documents, calculations, and all other instruments of service
2 pertaining to actual project shall be given to CITY at the completion of the project. The CITY
3 reserves the right to specify the file format that electronic document deliverables are presented to the
4 CITY.

5 **10. INDEMNIFICATION.** CONSULTANT agrees to defend, indemnify and hold
6 harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and
7 all claims, demands, actions, losses, damages, injuries, and liability (including all attorney's fees and
8 other litigation expenses) arising out of the CONSULTANT's performance under the terms of this
9 Agreement. This indemnification obligation on CONSULTANT'S part shall not apply to demands,
10 actions, losses, damages, injuries, and liability arising out of sole negligence or willful misconduct on
11 the part of CITY.

12 **11. INSURANCE.** CONSULTANT shall, at its own expense, procure and maintain in
13 full force at all times during the term of this Agreement the following insurance:

14 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
15 commercial general liability insurance with limits of no less than one million dollars (\$1,000,000)
16 combined single limit per occurrence or two million dollars (\$2,000,000) aggregate limit for bodily
17 injury, personal injury, and property damage.

18 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile
19 liability insurance covering all vehicles used in the performance of this Agreement providing a one
20 million dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal injury,
21 and property damage.

22 **C. Professional Liability Coverage (Errors and Omissions).** CONSULTANT
23 shall maintain professional liability insurance with coverage for all negligent errors, acts or omissions
24 committed by CONSULTANT, its agents and employees in the performance of this Agreement. The
25 amount of this insurance shall be not less than one million dollars (\$1,000,000) on a claims made
26 annual aggregate basis or a combined single limit per occurrence basis.

1 (4) **Verification of Coverage.** CONSULTANT shall furnish CITY with
2 certificates of insurance and the original endorsements effecting coverage required by this Agreement.
3 The certificates and endorsements for each insurance policy are to be signed by a person authorized by
4 that insurer to bind coverage on its behalf. The aforementioned policies shall be issued by an
5 insurance carrier having a rating of Best A-7 or better which is satisfactory to the City Attorney and
6 shall be delivered to CITY at the time of the execution of this Agreement or before work commences.
7 Such policies and certificates shall be in a form approved by the City Attorney. CITY reserves the
8 right to require complete certified copies of all required insurance policies at any time.

9 12. **TIME OF PERFORMANCE.** The time of performance of the services under this
10 Agreement is of the essence, and all time deadlines identified in this Agreement or Scope of Services
11 shall be strictly construed.

12 13. **SUSPENSION OF WORK.** CITY may, at any time, by ten (10) days' written notice,
13 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
14 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
15 performed and reimbursable expenses incurred prior to the suspension date. During the period of
16 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
17 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

18 14. **TERMINATION.** CITY may terminate this Agreement for any reason upon ten (10)
19 days written notice to the other party. CITY may terminate the Agreement upon five (5) days written
20 notice if CONSULTANT breaches this Agreement. In the event of any termination, CONSULTANT
21 shall promptly deliver to the CITY any and all finished and unfinished reports or other written,
22 recorded, photographic, or visual materials, documents, data, and other deliverables ("Work
23 Materials") prepared for the CITY prior to the effective date of such termination, all of which shall
24 become CITY's sole property. After receipt of the Work Materials, CITY will pay CONSULTANT
25 for the services performed as of the effective date of the termination.

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1 **15. COMPLIANCE WITH CIVIL RIGHTS.** During the performance of this contract,
2 CONSULTANT agrees as follows:

3 **A. Equal Employment Opportunity.** In connection with the execution of this
4 Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment
5 because of race, religion, color, sex, or national origin. Such actions shall include, but not be limited
6 to, the following: employment, promotion, upgrading, demotion, or transfer; recruitment or
7 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and
8 selection for training including apprenticeship.

9 **B. Nondiscrimination Civil Rights Act of 1964.** CONSULTANT will comply
10 with all federal regulations relative to nondiscrimination in federally assisted programs.

11 **C. Solicitations for Subcontractors including Procurement of Materials and**
12 **Equipment.** In all solicitation, either by competitive bidding or negotiations, made by
13 CONSULTANT for work to be performed under a subcontract including procurement of materials or
14 leases of equipment, each potential subcontractor, supplier or lessor shall be notified by
15 CONSULTANT of CONSULTANT'S obligation under this Agreement and the regulations relative to
16 nondiscrimination on the grounds of race, religion, color, sex, or national origin..

17 **16. CONFLICT OF INTEREST.**

18 **A.** CONSULTANT covenants and represents that neither it, nor any officer or
19 principal of its firm, has, or shall acquire any interest, directly or indirectly, which would conflict in
20 any manner with the interests of CITY or which would in any way hinder CONSULTANT's
21 performance of services under this Agreement. CONSULTANT further covenants that in the
22 performance of the Agreement, no person having any such interest shall be employed by it as an
23 officer, employee, agent or subcontractor without the express written consent of the CITY.
24 CONSULTANT agrees to at all times avoid conflicts of interest, or the appearance of any conflicts of
25 interest, with the interests of the CITY in the performance of this Agreement.

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1 B. CONSULTANT is not a designated employee within the meaning of the
2 Political Reform Act because CONSULTANT:

3 (1) Will conduct research and arrive at conclusions with respect to its rendition
4 of information, advice, recommendation or counsel independent of the control and direction of the
5 CITY or of any CITY official, other than normal contract monitoring; and

6 (2) Possesses no authority with respect to any CITY decision beyond the
7 rendition of information, advice, recommendation or counsel. (2 Cal. Code Regs. § 18700(a)(2).)

8 **17. COMPLIANCE WITH LAWS.** CONSULTANT shall comply with all applicable
9 Federal, State of California, and local laws, rules, and regulations and shall obtain all applicable
10 licenses, including a business license with the City of Concord, and permits for the conduct of its
11 business and the performance of the services.

12 **18. CHOICE OF LAW.** This Agreement shall be construed and interpreted in accordance
13 with the laws of the State of California, excluding any choice of law rules which may direct the
14 application of the laws of another jurisdiction. In the event that suit shall be brought by either party
15 hereunder, the parties agree that trial of such action shall be held exclusively in a state court in the
16 County of Contra Costa, California.

17 **19. NON-WAIVER.** The waiver by either party of any breach of any term, covenant, or
18 condition contained in the Agreement, or any default in their performance of any obligations under the
19 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
20 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
21 constitute a continuing waiver of same.

22 **20. ENFORCEABILITY; INTERPRETATION.** In the event that any of the provisions
23 or portions of application of any of the provisions of the Agreement are held to be illegal or invalid by
24 a court of competent jurisdiction, CITY and CONSULTANT shall negotiate an equitable adjustment
25 in the provisions of the Agreement with a view toward affecting the purpose of the Agreement. The
26 illegality or invalidity of any of the provisions or portions of application of any of the provisions of
27 the Agreement shall not affect the legality or enforceability of the remaining provisions or portions of

1 application of any of the provisions of the Agreement. This Agreement shall be interpreted as though
2 it was a product of a joint drafting effort and no provisions shall be interpreted against a party on the
3 ground that said party was solely or primarily responsible for drafting the language to be interpreted.

4 **21. INTEGRATION.** All exhibits identified in this Agreement are attached hereto and
5 incorporated herein by reference. The Agreement contains the entire agreement and understanding
6 between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
7 contemporaneous agreements, commitments, representation, writings, and discussions between
8 CONSULTANT and CITY, whether oral or written.

9 **22. SUCCESSORS AND ASSIGNS; NO THIRD PARTY BENEFICIARIES; NO**
10 **JOINT VENTURE.** CITY and CONSULTANT respectively, bind themselves, their successors,
11 assigns, and legal representatives to the terms and obligations of this Agreement. CONSULTANT
12 shall not assign or transfer any interest in the Agreement without the CITY's prior written consent,
13 which consent shall be in the CITY's sole discretion. Any attempted assignment or transfer in breach
14 of this provision shall be void. This Agreement is not intended and shall not be construed to create
15 any third party benefit. This Agreement is not intended and shall not be construed to create a joint
16 venture or partnership between the parties. CONSULTANT, its officers, employees and agents shall
17 not have any power to bind or commit the CITY to any decision.

18 **23. FINANCIAL RECORDS.** Records of CONSULTANT's direct labor costs, payroll
19 costs, and reimbursable expenses pertaining to this project covered by this Agreement will be kept on
20 a generally recognized accounting basis and made available to CITY if and when required.

21 **24. NOTICES.** All notices required hereunder shall be in writing and mailed postage
22 prepaid by certified or registered mail, return receipt requested, or by personal delivery to the CITY's
23 address as shown below, or such other places as CITY or CONSULTANT may, from time to time,
24 respectively, designate in a written notice given to the other. Notice shall be deemed received three
25 (3) days after the date of the mailing thereof or upon personal delivery.

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To CITY:

**John Montagh, Economic Development and Housing
Manager
Community and Economic Development
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3082
Fax: (925) 371-3381**

To CONSULTANT:

**Mardie Oakes, Executive Director
Hello Housing
1242 Market Street, 3rd Floor
San Francisco, CA 94102
Phone: (415)863-3036**

25. NON-LIABILITY. No member of the CITY and no other officer, employee or agent of the CITY shall be personally liable to CONSULTANT or otherwise in the event of any default or breach of the CITY, or for any amount which may become due to CONSULTANT or any successor in interest, or for any obligations directly or indirectly incurred under the terms of this Agreement.

26. EXECUTION. Each individual or entity executing this Agreement on behalf of Applicant represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Applicant and that such execution is binding upon Applicant.

This Agreement may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy hereof shall have been signed by both parties hereto. In approving this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first written above.

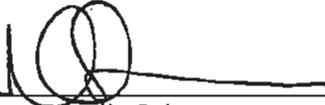
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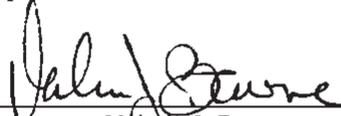
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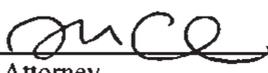
CITY OF CONCORD, a Municipal Corporation

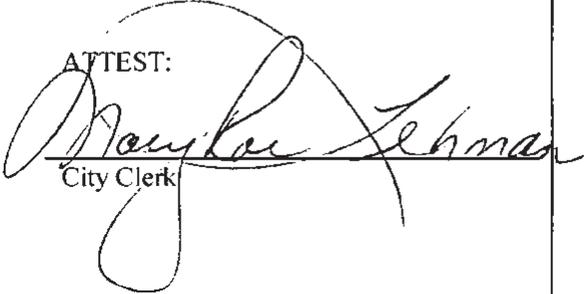
By: 
Name: Mardie Oakes
Title: Executive Director
Hello Housing
Address: 1242 Market Street, 3rd Floor
San Francisco, CA 94102
Telephone: (415)863-3036

By: 
Name: Valerie J. Barone
Title: City Manager
City of Concord
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

APPROVED AS TO FORM:

ATTEST:


City Attorney


City Clerk

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: July 16, 2014

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2014-15 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF \$35,000.00. Account Code 24589001Z01-63800-400. ok. 7/16/2014/jb


Finance Director's Signature

Scope & Pricing for Concord's Housing Program Administration

Activity	Description	Price
Annual Compliance Monitoring	Annually send up to three letters/phone calls requesting verification of occupancy and any other compliance requirements of program. All monitoring outreach attempts and results will be tracked in the database and reported to the City annually.	<p>\$100 per file for Below-Market-Rate portfolio</p> <p>\$200 per file for First Time Homebuyer loan portfolio</p> <p>\$5.95 per letter for additional follow-up after 3 attempts</p>
Sale Applicants Processed to Achieve Qualified Sale	Collect all required documents from the applicant. Screen documents and information provided for income and program eligibility. Provide an income calculator and detailed checklist to the City.	\$600 per file
First Time Homebuyer Loan Application Underwriting	Collect all required documents from the applicant. Screen documents and information provided for income and program eligibility. Provide an income calculator, detailed checklist and recommendation for approval, with the complete file, to the City.	\$600 per file
Documentation Preparation and Escrow Tracking (for Below-Market-Rate homes and First Time Homebuyer loans)	Coordinate collection of required information from escrow and lender needed to complete City documents including restrictions, notes, DOTs and escrow instructions. Create the documents and route with instructions for signatures and notarizing at the City. Coordinate pickup and delivery of executed documents to title, and track status of close of escrow and City copies of recorded documents. Once complete, these files become part of the ongoing monitoring portfolio.	\$600 per file
Workshops	Schedule venue, advertise through e-mail blast to dedicated leads, and in local newspapers to prospective attendees. Present materials to attendees, answer questions, and capture attendee information to track as leads. Presentations may include the First Time Homebuyer loan program educating lenders.	\$600 per workshop
Below-Market-Rate Account Set-up	Meet with City staff to discuss the evolution of their BMR program and description of the existing BMR portfolio (e.g. scattered-site vs. multi-unit developments, AMI maximums, term & expirations of resale restrictions). Review 3-5 sample hard files and associated program documents (includes up to two in-person meetings with Hello staff) and refine scope of work accordingly. Create a responsibility matrix and clear, step-by-step procedures for all aspects of the program. Create a custom webpage on Hello Housing's website clarifying program guidelines and providing downloadable access to key forms for program participants. Set up a dedicated phone line.	\$5,000 (one-time fee at contract acceptance)
Field Housing Calls and Emails	Answer housing-related questions (outside of Hello Housing Below-Market-Rate/First Time Homebuyer loan program admin scope) from the public via phone or email and provide	\$250 per month*

	information and referrals as needed. Referral agencies to be provided by the City and updated quarterly.	
New file digitization and on-boarding	Scan and label each pertinent document in each new physical file currently with the City. Upload to database for easy reporting, document information access and snapshot view of compliance status. Provide access to electronic copies of physical files to City and return physical files to the City.	\$100 per file
Resales	Follow resale procedures. Discuss the resale notification procedure with owners, review documents, calculate affordable resale price. Review application for program compliance. Coordinate with listing and buyer agents to explain program guidelines that a qualified buyer will have to meet, responsibility matrix, and timeline. Answer questions from the public. Track file through all stages of escrow to ensure conforming loan is secured and a timely close of escrow. Send a survey to Borrowers and BMR purchasers post closing regarding their experience from application through close of escrow in the program to help guide future best practices. Send a survey to BMR owner leaving the program to track the impact of the program including equity gained, and type of housing they are moving into (e.g. rental, affordable or market-rate ownership.)	\$2,000 per resale**
Refinance request reviews and subordination creation	Answer questions and provide information on acceptable first loan products for a refinance, required documentation needed and timeline expectations for lenders and owners. Coordinate with Title Company and first lender for access to preliminary title report and loan terms in order to review and confirm that the refinance meets the program's guidelines. Prepare Escrow Instructions, Subordination Agreement, and all other required City documents and route for signatures. Follow up with Title on close of escrow, and status of City's receipt of copies of recorded documents. Scan and save electronic copy of recorded documents and email to City.	\$650 per refinance***
Payoffs	If payoff is not occurring at resale, order appraisal (to be paid by borrower), review appraisal and ensure it meets program guidelines. Review original loan agreement and calculate the City's share of appreciation. Generate payoff instructions and circulate to City for approval prior to issuing to borrower. Confirm payment and request re-conveyance agreement be drafted by City's counsel. If payoff is occurring at resale, review lender's appraisal and ensure it meets program guidelines. Review original loan agreement and calculate the City's share of appreciation. Coordinate with escrow and draft City payoff demand and request re-conveyance agreement be drafted by City's counsel.	\$400 per file

Hourly Consulting Fees <i>(for services outside of scope listed above)</i>	
Executive Director	\$125 per hour
Program Director	\$95 per hour
Program Manager	\$85 per hour

Program Associate	\$45 per hour
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* Assumes 1-2 hours of calls per week on average. Hello Housing would like to revisit this fee with the City in three months if the call volume is materially different than assumed.

** A \$650 fee for processing a sale/resale application would be due if (1) Hello Housing processed and approved an application (2) the applicant entered into a purchase agreement but (3) did not close escrow through no fault of Hello Housing.

*** The \$650 refinance fee would be due if Hello Housing staff has reviewed and approved the proposed refinance for compliance with the program and routed docs for City signature. Half the fee would be due if Hello staff has educated the lender about refinance requirements and reviewed a refinance for compliance with the program but the refinance does not move forward through no fault of Hello Housing. No additional fees for nurturing lender relationships and fielding general questions from lenders and BMR owners.

Reimbursable Costs: Postage and related administrative charges will be billed at actual costs plus 10%.