

**REPORT TO MAYOR AND COUNCIL****TO THE HONORABLE MAYOR AND COUNCIL:**

DATE: June 24, 2014

**SUBJECT: AUTHORIZE THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH HELLO HOUSING IN THE AMOUNT OF \$35,000 WITH THE OPTION TO EXTEND AGREEMENT IN SECOND YEAR FOR \$38,500 AND THIRD YEAR FOR \$42,350 FOR ADMINISTERING PORTIONS OF THE CITY'S AFFORDABLE HOUSING PROGRAM INCLUDING THE FIRST-TIME HOME BUYER AND INCLUSIONARY HOUSING PROGRAMS**

**Report in Brief**

In January 2012, the City of Concord elected to assume the assets and responsibilities of the former Redevelopment Agency of the City of Concord's Affordable Housing Program as part of the State legislation associated with the Redevelopment Dissolution Act. As a result, the City retained various affordable housing loans that require administrative review and servicing when loans are due, refinanced or repayment is triggered that requires the review of loan documents.

The work effort associated with the City's First Time Home Buyer (FTHB) loan program, Inclusionary Housing program, servicing existing loans and providing customer service related to the Affordable Housing program is currently performed by Joan Ryan, Senior Planner with the City. Ms. Ryan's position is being transitioned fulltime to the Planning Division. To continue to provide the FTHB loan servicing services and related work in the most cost effective manner, staff proposes to retain Hello Housing, a not-for-profit organization that specializes in development and operation of affordable housing programs. Hello Housing would administer the City's Affordable Housing Program as detailed in Exhibit A (Scope of Work) to Agreement (Attachment 1) to this staff report.

Staff recommends that the City Council authorize the City Manager to execute a one year agreement with Hello Housing in the amount of \$35,000 with the option to extend the agreement in the second year for \$38,500 and third year for \$42,350 for administering portions of the City's Affordable Housing program including the First-Time Home Buyer and Inclusionary Housing programs. The City could terminate the agreement by providing a 10 day written notice. If the agreement is approved, Hello Housing would commence its work starting July 1, 2014.

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**Background**

Redevelopment Agencies were dissolved February 1, 2012 by State legislative action. Under the State's Redevelopment Dissolution Act, Cities had the right to become the successor agencies of its respective redevelopment agencies' affordable housing. Cities that chose to become housing successor agencies assumed the affordable housing program's associated responsibilities, functions and assets, excluding the cash assets in the agency's Low and Moderate Income Housing Fund, which the State confiscated from Cities. Under Assembly Bill 1X 26, cash assets were passed through to property taxing entities in a manner similar to normal property tax proceeds. On January 24, 2012, the City of Concord adopted Resolution 12-5 affirming its decision to serve as the Successor Agency to the Redevelopment Agency's Affordable Housing Program.

The City of Concord still uses its limited affordable housing funds and inclusionary funds to provide FTHB loans. These loans are provided as a second mortgage to assist qualified low and moderate-income individuals with the purchase of their first home. The City budgets to provide two to three new FTHB loans per fiscal year.

The City currently has approximately 35 FTHB/Begin Loans and 136 rehabilitation housing loans in its portfolio. These loans require servicing or review from time to time, usually based on the activities of the loan recipient, such as re-financing. Loans have varied terms and typically do not come due until the owner sells or dies. Prior to 2008, the City's Housing Program had approximately nine employees fulfilling all the Housing Program functions. Housing staff was reduced to three positions in 2008, and subsequently further reduced to essentially a 0.7 full time equivalent (FTE) staff person by outsourcing various functions to Compliance Services, LLC for multifamily monitoring and to Hello Housing for some of the FTHB and Below Market Rate unit administration.

The work effort associated with administering the City's FTHB loan program, monitoring the City's Below Market Rate units, servicing existing loans and providing customer service is currently performed by Joan Ryan, Senior Planner with the City. As presented to Council as part of the budget reports, the Community Development Director has found it necessary, in order to keep up with workload demands of customer service expectations, to transition Ms. Ryan's position fulltime to the Planning Division. To continue to provide the FTHB program and related housing work in the most cost effective manner, staff proposes to retain Hello Housing, a not-for-profit organization that specializes in development and operation of affordable housing programs. Hello Housing would administer the City's Affordable Housing Program as detailed in Exhibit A (Scope of Work) of Attachment 1 (the draft agreement).

Hello Housing currently provides services to the City Affordable Housing and Community Development Block Grant (CDBG) Programs to process first time housing loan applications, monitor inclusionary housing units, administer housing rehabilitation grants and loans and monitor associated work

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progress. Staff has been very pleased with Hello Housing's work product and abilities to provide services needed for the City's Housing and CDBG programs.

**Discussion**

To maintain and implement the City's FTHB loan program, and to provide service for related single family loan portfolio and for certain administrative and customer service duties, staff recommends retaining Hello Housing to provide needed affordable housing services. The proposed initial term for the agreement is for one year, with two (2) one (1) year extensions. Extensions would be executed by mutual written agreement by both parties. The City Manager would have authority to extend the agreement on behalf of the City. Compensation for the first year of the agreement would be for \$35,000; year two is estimated to be \$38,500 and year three is estimated to be \$42,350. The increase in compensation for years two and three is to provide some flexibility with potential increase in hourly rates and additional work assignments. The City could terminate the agreement for any cause by providing a 10 day written notice to Hello Housing. The City would only extend the agreement if funding were available within the budget.

Hello Housing is a 501(c) 3 nonprofit organization that develops and preserves affordable housing for communities. They are skilled at co-creating innovative housing programs with government partners and their constituencies. In response to requests from local governments, they have established an organizational culture and delivery model that allows them to be nimble and to respond quickly to the needs of their clients.

Since 2012, Hello Housing has grown the number of Below Market Restricted (BMR) units under its management from 158 to 562. In January 2013, Hello Housing was one of ten organizations nationwide awarded multi-year funding from the Social Innovation Fund and the Ford Foundation to build its capacity to professionally manage BMR programs using national best practices.

Some of the key Scope of Work elements in the proposed agreement with Hello Housing include:

- Administer and place up to three FTHB Loans in FY14-15
- Monitor existing FTHB
- Conduct annual monitoring of BMR units
- Marketing and Administration of New Home Inclusionary Sales
- Answer customer questions related to the FTHB program
- Subordination creation of existing loans
- Administer Payoff of existing loans

A complete scope of work is provided in Exhibit A to Attachment 1.

If the City Manager is authorized to execute the agreement (Attachment 1) with Hello Housing as recommended, she will do so concurrent with the City Council's approval of the 2014-15 budget and

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associated funding of the City's Housing Program, so the contract with Hello Housing would begin on July 1, 2014.

**Fiscal Impact**

The funds for this agreement would come from the City's affordable Housing funds, a non-General Fund source, which is restricted for the use of preserving and creating affordable housing. Compensation to Hello Housing under the proposed agreement is \$35,000 in year one, \$38,500 in year two and \$42,350 in year three. . All future year's funding of this program is dependent upon Council approval of the Fiscal Year 2015/16 and 2016/17 budgets.

**Public Contact**

The agenda has been posted as required by law.

**Recommendation for Action**

Staff recommends that the City Council authorize the City Manager to execute an agreement with Hello Housing in the amount of \$35,000 with the option to extend the agreement for a second year for \$38,500 and a third year for \$42,350 for administering portions of the City's Affordable Housing program including the First-Time Home Buyer and Inclusionary Housing programs.

Prepared by: John Montagh  
Economic Development and Housing  
Manager

Reviewed by: Victoria Walker  
Director, Community and Economic  
Development

  
\_\_\_\_\_  
Valerie J. Barone  
City Manager

Enclosures: Attachment 1 – Hello Housing Agreement

## 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, 3<sup>rd</sup> 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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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.

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 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  
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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, 3<sup>rd</sup> Floor  
San Francisco, CA 94102  
Phone: (415)730-9501**

**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.

[Signature page follows]

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1                   **CONSULTANT**

2                   **CITY OF CONCORD, a Municipal Corporation**

3 By: \_\_\_\_\_  
4 Name:       Mardie Oakes  
5 Title:       Executive Director  
6 Address:    Hello Housing  
              1242 Market Street, 3<sup>rd</sup> Floor  
              San Francisco, CA 94102  
7 Telephone:  (415)730-9501

3 By: \_\_\_\_\_  
4 Name:       Valerie J. Barone  
5 Title:       City Manager  
              City of Concord  
6 Address:    1950 Parkside Drive  
              Concord, CA 94519  
7 Telephone:  (925) 671-3150

8 APPROVED AS TO FORM:

8 ATTEST:

9  
10 \_\_\_\_\_  
11 City Attorney

9  
10 \_\_\_\_\_  
11 City Clerk

12  
13 **FINANCE DIRECTOR'S CERTIFICATION:**

14 Concord, California

15 Date: \_\_\_\_\_, 2014

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

21 \_\_\_\_\_  
22 Finance Director's Signature

## Scope &amp; 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.	\$100 per file for Below-Market-Rate portfolio \$200 per file for First Time Homebuyer loan portfolio \$5.95 per letter for additional follow-up after 3 attempts
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

<i>Hourly Consulting Fees (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%.