

**REPORT TO REDEVELOPMENT AGENCY CHAIR
AND AGENCY BOARD****TO THE HONORABLE REDEVELOPMENT AGENCY CHAIR
AND AGENCY BOARD:**

DATE: November 17, 2008

**SUBJECT: APPROVE AN AGREEMENT WITH BAY AREA HOMEBUYER AGENCY IN THE
AMOUNT OF \$42,870 FOR CONSULTING SERVICES FOR THE AGENCY'S
HOUSING PROGRAM AND AUTHORIZE THE EXECUTIVE DIRECTOR TO
EXECUTE IT****Report in Brief**

The Agency Board is requested to authorize the Executive Director to execute an agreement in the amount of \$42,870 between the Concord Redevelopment Agency and Bay Area Homebuyer Agency (BAHBA) to provide consulting services for the Agency's Housing Program. In particular, the agreement will provide the Agency with recommendations concerning administration of the Agency's First Time Home Buyer program, provide an analysis of best practices for First Time Home Buyer programs and continue to provide monitoring services related to existing First Time Home Buyer files. A copy of this agreement is included as Attachment 1 and the scope of work is Exhibit A to the Agreement.

Background

The Redevelopment Agency's Housing Program has retained consultant services to assist staff in implementing and reviewing the Single Family and Multi Family programs and files. Housing staff members have been working with three consultants over the past year:

U.S. Communities to assist with compliance monitoring of Multi Family Projects;

Anderson and Associates to assist with First Time Home Buyer loan processing; and

Bay Area Homebuyer Agency to assist with the First Time Home Buyer Program as further described below.

The Redevelopment Agency's Housing Program retained Bay Area Homebuyer Agency (BAHBA) in February 2008 for consulting services related to the Agency's First Time Home Buyer Program. BAHBA's main work effort related to auditing the Agency's First Time Home Buyer files and reviewing the Agency's First Time Home Buyer Program. BAHBA services have assisted staff in assessing the current state of the First Time Home Buyer Program and evaluation of the First Time Home Buyer Portfolio. In particular, BAHBA has reviewed and established stacking protocols for all existing and new First Time Home Buyer loans. BAHBA has also outlined steps staff can undertake when administering the program.

**AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT
WITH BAY AREA HOMEBUYER AGENCY IN THE AMOUNT OF \$42,870 FOR
CONSULTING SERVICES FOR THE AGENCY'S HOUSING PROGRAM**

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Discussion

The Agency Board is requested to authorize the Executive Director to execute an agreement in the amount of \$42,870 between the Concord Redevelopment Agency and Bay Area Homebuyer Agency (BAHBA) to provide consultation services for the Agency's Housing Program. This new agreement will permit BAHBA to continue the work started without interruption. The following are the key areas of work to be provided by BAHBA:

Additional Monitoring of Existing Files

- BAHBA will provide preliminary title reports for all existing files and review title reports to verify Agency Loans are recorded properly and verify the position of the Agency Loans. BAHBA will verify ownership and assure compliance status of all borrowers.
- BAHBA will provide enforcement assistance with borrowers who are out of compliance with First Time Home Buyers Program as determined from annual occupancy verification.

Best Practices

- Review the best programs and practices regarding First Time Homebuyer Programs of other jurisdictions with similar portfolios;
 - a. BAHBA will provide a detailed report on the types of loan programs and their resale restrictions in use in California, principally in the Bay Area, using a minimum of five cities for comparison.
 - b. A matrix of those efforts showing strengths and weaknesses will be provided for discussion with staff and others.
 - c. BAHBA will provide up to three working sessions of up to two hours per session in order to review and discuss best practices findings with staff and legal advisors.

Prepare and Present Report to Council

- Upon agreement with staff regarding content and approach, BAHBA will prepare a report to the Council with recommendations regarding program changes and justifications of same. The Director and Administrative Director will attend two public meetings to assist staff in the presentation to Council. The BAHBA staff will attend Concord staff meetings as necessary to develop a coordinated approach to Council presentations.

Post-purchase Workshop

- BAHBA will provide outreach to current homeowners and conduct a workshop that will provide training covering responsibilities of homeowners under the Programs and general issues of home ownership.

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Master Information and Protocol Sheet

- BAHBA will provide Concord the basic tools, documents, and processing protocols required to screen, process, and underwrite loans. This is a program that will allow the City to track all potential borrowers from application through loan funding and provide for automated underwriting and prioritization. The City will continue to use its in-house staff for all program implementation and administrative activities. BAHBA will train staff over two months and provide technical support for six months.

Program Manuals

- Develop and produce two manuals outlining the process and responsibilities for:

Clients
Mortgage/Loan Officers/Realtors

Fiscal Impact

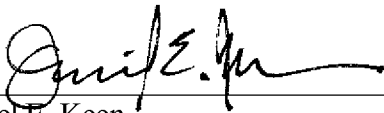
The agreement will be funded from the Housing Consultant/Contract Services operating account (240 8900 1A01 63158). There is sufficient funding available in the account to cover this allocation.

Public Contact

Bay Area Homebuyer Agency (BAHBA) has been notified. The agenda has been posted.

Recommendation for Action

Staff recommends the Agency approve an agreement in the amount of \$42,870 with Bay Area Homebuyer Agency (BAHBA) for consulting services and authorize the Executive Director to execute the agreement.



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Executive Director
Dan.keen@ci.concord.ca.us

Prepared by: John Montagh
Redevelopment and Housing Manager
John.montagh@ci.concord.ca.us

Reviewed by: James Forsberg
Director of Planning
and Economic Development
jim.forsberg@ci.concord.ca.us

AGREEMENT FOR PROFESSIONAL SERVICES

1 THIS AGREEMENT ("Agreement") is entered into on November 17, 2008 between the City
2 of Concord Redevelopment Agency (the "AGENCY") and Bay Area HomeBuyer Agency (BAHBA),
3 37 Graham Street, Suite 110, San Francisco CA 94129 (the "CONSULTANT").

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

6 The AGENCY desires to contract with Bay Area HomeBuyer Agency (BAHBA) and Bay
7 Area HomeBuyer Agency (BAHBA) to contract with the AGENCY for provision by Bay Area
8 HomeBuyer Agency (BAHBA) to the AGENCY for professional services in connection with
9 providing services to review the City's and Agency's affordable for-sale housing and down payment
10 assistance programs portfolio and affordability restrictions and recommend program and procedure
11 changes as further described herein, upon the terms and conditions hereinafter set forth.

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

14 1. **Effective Date.** The effective date of this Agreement is November 17, 2008.

15 2. **Services.** CONSULTANT shall provide the basic services described in detail in
16 Exhibit A, Scope of Services, attached hereto and made a part hereof.

17 3. **Amendment.** If authorized, CONSULTANT shall furnish additional services, which
18 are in addition to the basic services. If additional services are requested by AGENCY, this Agreement
19 may be amended, modified, or changed by the parties subject to mutual consent and in accordance
20 with the Municipal Code by execution of an addendum by authorized representatives of both parties
21 setting forth the additional scope of services to be performed, the performance time schedule, and the
22 compensation for such services.

23 4. **Authorized Representatives.** Authorized representatives shall represent AGENCY
24 and CONSULTANT in all matters pertaining to the services to be ordered by AGENCY or rendered
25 by CONSULTANT under this Agreement except where approval for the AGENCY is specifically
26 required by the City Council. All requirements of AGENCY pertaining to the services to be rendered
27 under this Agreement by CONSULTANT shall be submitted through these representatives and
28 AGENCY shall cooperate with CONSULTANT in all matters relating to this Agreement in such a

1 manner as will result in the performance of such work without delay.

2 AGENCY's authorized representative is authorized to execute on behalf of AGENCY,
3 amendments to the agreement, including amendments providing for additional compensation to
4 CONSULTANT, not to exceed \$20,000, over the base contract amount, throughout the remaining
5 term of the agreement. The Executive Director is authorized to execute on behalf of AGENCY,
6 amendments to the agreement, including additional compensation to CONSULTANT, not to exceed
7 \$40,000, over the base contract amount, throughout the remaining term of this agreement beyond that
8 authorized in section 6 must be approved by the AGENCY board.

9 The AGENCY authorized representative is James Forsberg, Director of Planning and
10 Economic Development. The CONSULTANT authorized representative is Roy L. Schweyer,
11 Executive Director.

12 **5. Compensation.** CONSULTANT shall be compensated on a time and materials basis
13 for basic services rendered under Section 2, as more particularly described in Exhibit A, Scope of
14 Services; and CONSULTANT shall be compensated for additional services rendered under Section 3,
15 as more particularly described in a fully approved and executed addendum to this Agreement.

16 CONSULTANT may submit monthly statements for basic and additional services rendered. It
17 is intended that payment to CONSULTANT will be made by AGENCY within (30) days of receipt of
18 invoice.

19 **6. Term.** The term of this Agreement, subject to termination as set forth in Section 13,
20 shall be from the effective date through November 17, 2009.

21 The AGENCY's Authorized Representative may extend the term of the agreement for a period
22 not to exceed 12 months if necessary for the CONSULTANT to complete the Scope of Work or any
23 additional Scope of Work previously authorized by the AGENCY. Such Extension of time shall be in
24 writing by a duly executed addendum or amendment to this agreement.

25 **7. Standard of Performance.** CONSULTANT represents to AGENCY that the services
26 shall be performed in an expeditious manner, and with the degree of skill and care that is required by
27 current, good, and sound procedures and practices. CONSULTANT further agrees that the services
28 shall be in conformance with generally accepted professional standards prevailing at the time work is

1 performed.

2 **8. Performance by Consultant** CONSULTANT shall not employ other consultants or
3 contractors without the prior written approval of the AGENCY. CONSULTANT hereby designates
4 the CONSULTANT’S representative as the person primarily responsible for the day-to-day
5 performance of CONSULTANT'S work under this Agreement. CONSULTANT shall not change the
6 CONSULTANT’S representative without the prior consent of the AGENCY. Unless otherwise
7 expressly agreed by the AGENCY, CONSULTANT'S representative shall remain responsible for the
8 quality and timeliness of performance of the services, notwithstanding any permitted or approved
9 delegation hereunder.

10 **9. Ownership and Maintenance of Documents.** All documents furnished by
11 CONSULTANT pursuant to this Agreement are instruments of CONSULTANT’s services in respect
12 to this project. They are not intended nor represented to be suitable for reuse by others on extensions
13 of this project or on any other project. Any reuse without specific written verification and adoption by
14 CONSULTANT for the specific purposes intended will be at user’s sole risk and without liability or
15 legal exposure and expenses to CONSULTANT, including attorney’s fees arising out of such
16 unauthorized reuse.

17 CONSULTANT’s records, documents, calculations, and all other instruments of service
18 pertaining to actual project shall be given to AGEENY at the completion of the project. The
19 AGENCY reserves the right to specify the file format that electronic document deliverables are
20 presented to the AGENCY. If agreement is terminated per Section 13, deliverables shall be provided
21 based on Section 13 requirements.

22 **10. Indemnification.** CONSULTANT agrees to defend, indemnify and hold harmless the
23 AGENCY, its officers, agents, employees and volunteers from and against any and all claims,
24 demands, actions, losses, damages, injuries, and liability (including all attorney's fees and other
25 litigation expenses) arising out of the negligent acts or omissions of CONSULTANT in the
26 performance of this Agreement.

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

1 **A. Commercial General Liability Coverage.** CONSULTANT shall maintain
2 commercial general liability insurance with limits of no less than one million dollars
3 (\$1,000,000) combined single limit per occurrence or two million dollars (\$2,000,000)
4 aggregate limit for bodily injury, personal injury, and property damage.

5 **B. Automobile Liability Coverage.** CONSULTANT shall maintain automobile liability
6 insurance covering all vehicles used in the performance of this Agreement providing a One
7 Million Dollar (\$1,000,000) combined single limit per occurrence for bodily injury, personal
8 injury, and property damage.

9 **C. Professional Liability Coverage.** CONSULTANT shall maintain professional
10 liability insurance with coverage for all negligent errors, acts or omissions committed by
11 CONSULTANT, its agents and employees in the performance of this Agreement. The amount
12 of this insurance shall be not less than five hundred thousand dollars (\$500,000) on a claims
13 made annual aggregate basis or a combined single limit per occurrence basis.

14 **D. Compliance with State Workers' Compensation Requirements.** CONSULTANT
15 covenants that it will insure itself against liability for Workers' Compensation pursuant to the
16 provisions of California Labor Code §3700, et seq. CONSULTANT shall, at all times, upon
17 demand of the City Council and properly authorized agents, furnish proof that Workers'
18 Compensation Insurance is being maintained by it in force and effect in accordance with the
19 California Labor Code.

20 **E. Other Insurance Provisions.** The policies are to contain, or be endorsed to contain
21 the following provisions:

22 (1) AGENCY, its officers, agents, employees, and volunteers are to be
23 covered as additional insureds as respects: Liability arising out of activities performed
24 by or on behalf of CONSULTANT and operations of CONSULTANT, premises
25 owned, occupied, or used by CONSULTANT. The coverage shall contain no special
26 limitations on the scope or protection afforded to AGENCY, its officers, officials,
27 employees, or volunteers.

28 (2) CONSULTANT'S insurance coverage shall be primary insurance with

1 respect to AGENCY, its officers, officials, employees, and volunteers. Any insurance,
2 risk pooling arrangement, or self-insurance maintained by AGENCY, its officers,
3 officials, employees, or volunteers shall be in excess of CONSULTANT'S insurance
4 and shall not contribute with it.

5 (3) Any failure to comply with the reporting provisions of the policy shall
6 not affect the coverage provided to the AGENCY, its officers, officials, employees, or
7 volunteers.

8 (4) The aforementioned policies shall be issued by an insurance carrier
9 having a rating of Best A-7 or better which is satisfactory to the City Attorney and
10 shall be delivered to AGENCY at the time of the execution of this Agreement or as
11 provided below. In lieu of actual delivery of such policies, a Certificate issued by the
12 insurance carrier showing such policy to be in force for the period covered by the
13 Agreement may be delivered to AGENCY. Such policies and certificates shall be in a
14 form approved by the City Attorney. Except for worker's compensation and
15 professional liability insurance, the policies mentioned in this subsection shall name
16 AGENCY as an additional insured and provide for thirty (30) days notice of
17 cancellation to AGENCY. Said policies shall not be canceled earlier than, nor the
18 amount of coverage reduced earlier than, thirty (30) days after the CITY receives
19 notices from the insured of the intent of cancellation or reduction.

20 **12. Suspension of Work.** AGENCY may, at any time, by ten (10) days' written notice,
21 suspend further performance by CONSULTANT. All suspensions shall extend the time schedule for
22 performance in a mutually satisfactory manner, and CONSULTANT shall be paid for services
23 performed and reimbursable expenses incurred prior to the suspension date. During the period of
24 suspension, CONSULTANT shall not receive any payment for services, or expenses, except for
25 reasonable administration expenses, incurred by CONSULTANT by reason of such suspension.

26 **13. Termination.** AGENCY may terminate this Agreement for any reason upon ten (10)
27 days written notice to the other party. AGENCY may terminate the Agreement upon five (5) days
28 written notice if CONSULTANT breaches this Agreement. In the event of termination,

1 CONSULTANT shall promptly deliver to the AGENCY any reports or other written, recorded,
2 photographic, or visual materials and other deliverables prepared for the AGENCY prior to the
3 effective date of such termination. After receipt of deliverables, AGENCY will pay CONSULTANT
4 for the services performed as of the effective date of the termination.

5 **14. Compliance with Civil Rights.** During the performance of this contract,
6 CONSULTANT agrees as follows:

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

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

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

22 **15. Independent Contractor.** In assuming and performing the services, CONSULTANT
23 is an independent contractor and shall not be eligible for any benefits, which the City may provide its
24 employees, except as expressly provided for in the Agreement. All persons, if any, hired by
25 CONSULTANT shall be employees or subcontractors of CONSULTANT and shall not be construed
26 as employees or agents of the City in any respect. CONSULTANT shall have responsibility for and
27 control over the means of providing services under this Agreement.

28 **16. Compliance with Laws.** CONSULTANT shall comply with all applicable Federal,

1 State of California, and local laws, rules, and regulations and shall obtain all applicable licenses and
2 permits for the conduct of its business and the performance of the services.

3 **17. Choice of Laws.** This Agreement shall be construed and interpreted in accordance
4 with the laws of the State of California, excluding any choice of law rules which may direct the
5 application of the laws of another jurisdiction.

6 **18. Non-Waiver.** The waiver by either party of any breach of any term, covenant, or
7 condition contained in the Agreement, or any default in their performance of any obligations under the
8 Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other
9 term, covenant, condition, or obligation, nor shall any waiver of any incident of breach of default
10 constitute a continuing waiver of same.

11 **19. Enforceability.** In the event that any of the provisions or portions of application of
12 any of the provisions of the Agreement are held to be illegal or invalid by a court of competent
13 jurisdiction, AGENCY and CONSULTANT shall negotiate an equitable adjustment in the provisions
14 of the Agreement with a view toward effecting the purpose of the Agreement. The illegality or
15 invalidity of any of the provisions or portions of application of any of the provisions of the Agreement
16 shall not affect the legality or enforceability of the remaining provisions or portions of application of
17 any of the provisions of the Agreement.

18 **20. Integration.** The Agreement contains the entire agreement and understanding between
19 the parties as to the subject matter of this Agreement. It merges and supersedes all prior or
20 contemporaneous agreements, commitments, representation, writings, and discussions between
21 CONSULTANT and AGENCY, whether oral or written.

22 **21. Successors and Assigns.** AGENCY and CONSULTANT respectively, bind
23 themselves, their successors, assigns, and legal representatives. CONSULTANT shall not assign or
24 transfer any interest in the Agreement without the AGENCY's prior written consent, which consent
25 shall be in the AGENCY's sole discretion. Any attempted assignment or transfer in breach of this
26 provision shall be void.

27 **22. Attorney's Fees.** If either party to this Agreement commences any legal action against
28 the other party arising out of this Agreement, the prevailing party shall be entitled to recover its

1 reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and
2 attorney's fees.

3 **23. Financial Records.** Records of CONSULTANT's direct labor costs, payroll costs,
4 and reimbursable expenses pertaining to this project covered by this Agreement will be kept on a
5 generally recognized accounting basis and made available to AGENCY if and when required.

6 **24. Notices.** All notices required hereunder shall be in writing and mailed postage prepaid
7 by Certified or Registered mail, return receipt requested, or by personal delivery to the AGENCY's
8 address as shown below, or such other places as AGENCY or CONSULTANT may, from time to
9 time, respectively, designate in a written notice given to the other. Notice shall be deemed received
10 three (3) days after the date of the mailing thereof or upon personal delivery.

11
12 To AGENCY

**James Forsberg, Director of Planning and
Economic Development
City of Concord
1950 Parkside Drive
Concord, CA 94519-2578
Phone: (925) 671-3383
Fax: (925) 798-0636**

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14
15
16 To CONSULTANT

**Roy L. Schweyer, Executive Director
Bay Area HomeBuyer Agency (BAHBA)
37 Graham Street, Suite 110
San Francisco, CA 94129
Phone: (415) 561-5600**

17
18
19 **IN WITNESS WHEREOF**, the parties have executed this Agreement in one (1) or more
20 copies as of the date and year first written above.

21 **CONSULTANT**

**CITY OF CONCORD,
REDEVELOPMENT AGENCY**

22
23 By: _____

By: _____

24 Name: Roy L. Schweyer
25 Title: Executive Director
Address: 37 Graham Street, Suite 110
San Francisco, CA 94129
26 Telephone: (415) 561-5600

Name: Daniel E. Keen
Title: City Manager
Address: 1950 Parkside Drive
Concord, CA 94519
Telephone: (925) 671-3150

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APPROVED AS TO FORM:

ATTEST:

Agency Counsel

Agency Secretary

Date: _____, 200__

FINANCE DIRECTOR'S CERTIFICATION:

Concord, California

Date: _____, 200__

I HEREBY CERTIFY THAT ADEQUATE FUNDS EXIST OR WILL BE RECEIVED DURING THE CURRENT FISCAL YEAR 2008/09 TO PAY THE ANTICIPATED EXPENSES TO BE INCURRED PURSUANT TO THIS CONTRACT. THE SUM OF \$_____. Account Code 240-8900-1A01-63158.

Finance Director's Signature

**Extended Scope of Services
Bay Area HomeBuyer Agency (BAHBA)**

Description of Services

Additional Monitoring of Existing Files

BAHBA will provide preliminary title reports for all existing files and review title reports to verify Agency Loans are recorded properly and verify the position of the Agency Loans. Consultants to verify ownership and assure compliance status of all borrowers.

BAHBA to provide enforcement assistance with borrowers who are out of compliance with First Time Home Buyers Program.

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Program Manuals

Develop and produce two manuals outlining the process and responsibilities for: Clients and Mortgage/Loan officers.

BUDGET

Hourly Rates

1)	Roy L. Schweyer – Executive Director	\$175
2)	Walter Zhoverboff – Administrative Director	145
3)	Program Coordinator	80
4)	Clerical Support	40

Task	Participants	Est. Hours	Deliverable Date	Total
Additional Monitoring of Existing Files	Admin Director	10 (up to)	45 Days	\$1,450
	Program Coordinator	35 (up to)		<u>2,400</u>
				\$3,850
Review Best Practices	Executive Director	18	45 days	\$3,150
	Admin Director	26		3,770
	Clerical	10		<u>400</u>
				\$7,320
Prepare and present report to Council on Recommendations	Executive Director	16	60 days	\$2,800
	Admin Director	20		2,900
	Clerical	10		<u>400</u>
				\$6,100
Conduct Post Occupancy Workshop			90 days	\$1,500
Program Manuals	Executive Director	6	30 days	\$1,450
	Admin Director	30		4,350
	Clerical	20		<u>800</u>
				\$6,600
Master Information and Protocol Sheet	A single fee that covers provision, training and technical support		90 days	\$12,500
Contingency				\$ 5,000
Total				\$42,870

Additional Hourly Rates for services:

If authorized by Agency Representatives, BAHBA shall furnish additional services, which are in addition to the basic services at an hourly rate as listed above.