



## Memorandum

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### City Manager's Office

TO: Mayor and City Council

VIA: Jim Vanderpool, City Manager

FROM: Aaron France, Assistant City Manager

DATE: April 27, 2020

SUBJECT: April 28, 2020, Council Meeting - Agenda Item No. 12

Attached is the Professional Services Agreement with JEDA Works, Inc. dba Housing Programs for program development and program management of the Tenant Based Rental Assistance Program. Please contact staff if you have any additional questions before the meeting.

PROFESSIONAL SERVICES AGREEMENT

NO. ED-20-07

DATE: April 28, 2020

PROJECT: Tenant Based Rental Housing Consultant Services

PARTIES TO THE AGREEMENT:

"CITY" The CITY OF BUENA PARK, a California municipal corporation

Designated Official: Name: Jim Vanderpool  
Title: City Manager  
Telephone: (714) 562-3550

Mailing Address: 6650 Beach Boulevard  
P.O. Box 5009  
Buena Park, CA 90622-5009

THE CONSULTANT JEDA Works, Inc. (dba Housing Programs)  
Name of Business

Representative: Name: Deborah Sottek  
Title: Program Manager  
Telephone: (760) 421-1104

Address: 26025 Newport Road, Unit-A-505  
Menifee, CA 92584

TERM OF SERVICE:

Commencement Date: April 29, 2020

Completion Date: On an ongoing basis

CONTRACT AMOUNT: Not to exceed \$75,000.00

APPROVED BY: (  ) City Council (  ) City Manager (  ) Director of Public Works

THIS AGREEMENT MUST BE FIRST EXECUTED BY THE CONSULTANT OR ITS REPRESENTATIVE AND APPROVED AS TO FORM BY THE CITY ATTORNEY BEFORE THE AGREEMENT MAY BE EXECUTED ON BEHALF OF THE CITY OF BUENA PARK.

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

This Professional Services Agreement ("Agreement") is dated April 28, 2020, and is between JEDA WORKS, INC., dba HOUSING PROGRAMS, a California Corporation (the "CONSULTANT") and the CITY OF BUENA PARK, a California municipal corporation (the "CITY"). The CONSULTANT and the CITY are sometimes referred to herein collectively as the "Parties" and singularly as "Party".

## RECITALS

A. The CITY desires to enter into this Agreement with CONSULTANT as an independent contractor to perform the following services: Program Development and Program Management of the Tenant Based Rental Assistance (TBRA) Program (collectively, the "Project").

B. The CONSULTANT is fully qualified to perform the tasks necessary for this Project by virtue of its experience and the training, education and expertise of its principals and employees.

The Parties therefore agree as follows:

**1.0 EMPLOYMENT OF CONSULTANT.** The CITY shall engage the CONSULTANT and the CONSULTANT shall perform the services required under this Agreement.

**2.0 SCOPE OF SERVICES.** The CONSULTANT shall perform during the term of this Agreement, those services set forth in the *PROPOSAL* attached hereto as Exhibit "A" (collectively, the "Services"), all to CITY's reasonable satisfaction. The CONSULTANT shall commence performance of the Services upon receipt of a written notice from the Designated Official authorizing the CONSULTANT to proceed, and only to the extent of such authorization. The CITY may, from time to time, request changes in the scope of services of the CONSULTANT to be performed under this Agreement. Such changes shall be in the form of a written amendment to this Agreement signed by both Parties and shall include any additional compensation agreed to by the Parties.

**3.0 TIME OF PERFORMANCE.** The CONSULTANT shall commence performance of the Services immediately upon receipt of a written notice for such services from the Designated Official and shall perform the Services with reasonable diligence consistent with professional skill and care for like professionals under similar circumstances, and otherwise as required herein.

**4.0 TERM.** The term of this Agreement shall commence on April 28, 2020, and shall remain in full force and effect until Consultant's completion of Services, unless sooner terminated as provided in Section 10 of this Agreement.

**5.0 COMPENSATION.** Subject to the maximum compensation amount hereafter provided, the CITY shall compensate the CONSULTANT for the term of this Agreement based on the hourly rates set forth in the *CONSULTANT'S PROPOSAL*, attached hereto as Exhibit "A." The maximum, "NOT-TO-EXCEED" compensation amount, including reimbursement for expenses, if any, that the CONSULTANT is entitled to receive pursuant to this Agreement is **\$75,000.00**. No claims for additional compensation shall be allowed unless authorized in advance by the CITY in writing. Any additional work or expenses authorized by the CITY shall be compensated at the rates set forth in Exhibit "A", or, if not specified, at a rate agreed to by

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the Parties. The CITY shall make payment for additional services and expenses in accordance with Section 6.0 of this Agreement.

**6.0 PAYMENT.** Each month, the CONSULTANT shall submit invoices to the CITY for the services performed and any authorized reimbursable expenses incurred. The invoices shall describe in detail the services rendered during each day of the period, and shall show the days worked, personnel performing the services, number of hours worked, the hourly rates charged, milestone achievements, and, if applicable, reimbursable expenses incurred. The CONSULTANT shall remit the invoices to the address for the CITY specified on page one of this Agreement. The CITY shall review all invoices and notify the CONSULTANT in writing within ten (10) business days of any disputed amounts. The CITY shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt, up to the maximum compensation amount set forth in Section 5.0 of this Agreement. The CITY shall not withhold federal or state payroll or other taxes, or make deductions, from payments made to the CONSULTANT.

**7.0 STANDARD OF SKILL.** The CONSULTANT warrants that it possesses the professional expertise necessary to perform the Services. The CITY relies upon the skill of the CONSULTANT, and the CONSULTANT's staff, if any, to do and perform the Services in a skillful, competent, and professional manner, and the CONSULTANT and CONSULTANT's staff, shall perform the Services in such manner. The CONSULTANT shall, at all times, meet or exceed any and all applicable professional standards of care. The acceptance of the CONSULTANT's work by the CITY shall not operate as a release of the CONSULTANT from such standard of care and workmanship.

**8.0 INDEPENDENT CONTRACTOR.** The CONSULTANT is retained by the CITY only to the extent set forth in this Agreement, and the CONSULTANT's relationship to the CITY is that of an independent contractor. The CONSULTANT shall be free to dispose of all portions of the CONSULTANT's time and activities that the CONSULTANT is not obligated to devote to the CITY in such a manner, and to such persons, firms or corporations, as the CONSULTANT sees fit except as expressly provided in this Agreement. Neither the CITY nor any of its agents shall have control over the conduct of the CONSULTANT or any of the CONSULTANT's employees, except as set forth in this Agreement. The CONSULTANT shall not have the status of an employee under this Agreement, or be entitled to participate in any insurance, medical care, vacation, sick leave or other benefits provided for the CITY's officers or employees. The CONSULTANT shall have no power to incur any debt, obligation or liability on behalf of the CITY or otherwise act on behalf of the CITY as an agent. The CONSULTANT shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of the CITY. The CONSULTANT shall pay all required taxes on amounts paid to the CONSULTANT under this Agreement, and indemnify and hold the CITY harmless from any and all taxes, assessments, penalties and interest asserted against the CITY by reason of the independent contractor relationship created by this Agreement. The CONSULTANT shall fully comply with applicable workers' compensation laws regarding the CONSULTANT and the CONSULTANT's employees. The CONSULTANT shall indemnify and hold the CITY harmless from any failure of the CONSULTANT to comply with applicable workers' compensation laws. The CITY may offset against the amount of any compensation due to the CONSULTANT under this Agreement any amount due to the CITY from the CONSULTANT as a result of the CONSULTANT's failure to promptly pay to the CITY any reimbursement or indemnification arising under this Section 8.0.

**9.0 INDEMNIFICATION.** The CONSULTANT and the CITY agree that the CITY, its employees, agents and officials should, to the fullest extent permitted by law, be fully protected

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from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to the CITY and the Indemnitees. The CONSULTANT acknowledges that the CITY would not have entered into this Agreement in the absence of the commitment of the CONSULTANT to indemnify and protect the CITY and the Indemnitees, as set forth in this Agreement.

**9.1 Indemnity for Professional Services.** To the fullest extent permitted by law, the CONSULTANT shall, at its sole cost and expense, protect, defend, hold harmless and indemnify the CITY, its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those CITY agents serving as independent contractors in the role of CITY officials (collectively "Indemnitees" in this Section 9.0), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith (collectively "Claims"), whether actual, alleged or threatened, which arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of CONSULTANT, or its officers, agents, servants, employees, subcontractors, contractors or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this Agreement. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Claims with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

**9.2 Other Indemnities.** Other than in the performance of professional services, and to the fullest extent permitted by law, CONSULTANT shall, at its sole cost and expense, to protect, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys and other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Damages"), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of CONSULTANT, its officers, agents, servants, employees, subcontractors, materialmen, suppliers, or contractors, or their officers, agents, servants or employees (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Damages arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the Parties. CONSULTANT shall defend the Indemnitees in any action or actions filed in connection with any Damages with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. CONSULTANT shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.

**9.3** The obligations of the CONSULTANT under this or any other provision of this Agreement shall not be limited by the provisions of any workers' compensation act or similar act. The CONSULTANT expressly waives any statutory immunity under such statutes or laws

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as to the Indemnitees. The CONSULTANT's indemnity obligation set forth in this Section 9.0 shall not be limited by the limits of any policies of insurance required or provided by the CONSULTANT pursuant to this Agreement.

**9.4** The CONSULTANT's covenant under this Section 9.0 shall survive the expiration or termination of this Agreement.

**10.0 TERMINATION OF AGREEMENT.** The CITY may terminate this Agreement at any time during the term of the Agreement by giving the CONSULTANT not less than thirty (30) calendar days' prior written notice. The CONSULTANT may only terminate this Agreement for cause, and by giving the CITY prior notice in writing with a reasonable opportunity to cure any purported default. If the Agreement is terminated by the CITY, and provided CONSULTANT is not then in breach, the CONSULTANT shall be paid for services satisfactorily rendered to the last working day the Agreement is in effect, and the CONSULTANT shall have no other claim against the CITY by reason of such termination. This Agreement may be extended beyond the term only by the written agreement of both Parties prior to the expiration of the term of the Agreement.

**11.0 SAFETY REQUIREMENTS.** All work performed under this Agreement shall be performed in such a manner as to provide safety to the public and to meet or exceed the safety standards outlined by CAL OSHA. The CITY may issue restraint or cease and desist orders to the CONSULTANT when unsafe or harmful acts are observed or reported relative to the performance of the Services. The CONSULTANT shall maintain the work sites free of hazards to persons and property resulting from its operations. The CONSULTANT shall immediately report to the CITY any hazardous condition noted by the CONSULTANT.

**12.0 MANDATORY INSURANCE.** The CONSULTANT shall maintain the following insurance coverage throughout the term of this Agreement, and, upon the CITY's request, the CONSULTANT shall provide the CITY with evidence of such coverage, which may include visual inspection of all policies, copies of declarations page, endorsements signed by an authorized representative of the underwriting company, or certificates of insurance. Insurance coverage shall be provided in the forms and coverage amounts set forth in this Section 12.0.

**12.1 Minimum Scope of Insurance.** The CONSULTANT shall maintain policies with coverage at least as broad as:

(a) Insurance Services Office Commercial General Liability insurance (occurrence Form Number CG 00 01).

(b) Automobile Liability insurance with coverage at least as broad as Insurance Services Office Form Number CA 0001 covering "Any Auto" (Symbol 1).

(c) Workers Compensation insurance as required by the State of California, and Employer's Liability insurance.

(d) Errors and Omission liability insurance.

**12.2 Minimum Limits of Insurance.** The CONSULTANT shall maintain insurance coverage limits not less than:

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(a) General Liability: \$2,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit, and shall contain specific language creating a duty to defend against any suit seeking damages.

(b) Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.

(c) Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

(d) Errors and Omission liability: \$2,000,000 per claim, with an extended reporting period of not less than 2 years.

**12.3 Deductibles and Self-insured Retentions:** Any deductibles or self-insured retentions must be declared to and approved by the CITY prior to the CONSULTANT commencing any work under this Agreement. At the CITY's option, either: (i) the insurer shall reduce or eliminate the deductibles or self-insured retentions with respect to the CITY, its elected officials, officers, attorneys, agents, employees and designated volunteers; or (ii) the CONSULTANT shall provide a bond or other financial guarantee, satisfactory to the CITY, guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**12.4 Required Endorsements.** Each insurance policy required by this Section 12.0 shall be endorsed as follows:

(a) Except with respect to any employer's liability or professional liability/errors and omission liability policies required by this Section 12.0, the CITY, its elected officials, officers, attorneys, agents, employees, independent contractors serving in the role of city officials and designated volunteers shall be named as additional insureds (collectively, "Additional Insureds" sometimes hereafter in this Section 12.0).

(b) Additional Insured Endorsements shall not:

- (1) Be limited to "Ongoing Operations";
- (2) Exclude "Contractual Operations";
- (3) Restrict coverage to the "Sole" liability of the CONSULTANT; or
- (4) Contain any other exclusion contrary to this Agreement.

(c) For any claims related to the Project, this Agreement or the services performed under this Agreement, the CONSULTANT's insurance coverage shall be primary to any other similar insurance carried by the CITY. Any insurance or self-insurance maintained by the CITY or any of the Additional Insureds, shall be in excess of the CONSULTANT's insurance and shall not be called upon to contribute with it.

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(d) All insurance coverage shall contain a provision that prohibits cancellation, modification or lapse without thirty (30) calendar days' prior written notice from insurer to the CITY. The notice shall be provided via certified mail, return receipt requested. The CONSULTANT shall require its insurer to modify the applicable policy and all certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

(e) Each policy shall be endorsed to state that the insurer waives the right of subrogation against the CITY and its officers, employees, agents, independent contractors serving in the role of city officials and designated volunteers.

**12.5 Other Insurance Provisions.** The CONSULTANT and the CITY further agree as follows:

(a) All insurance coverage and limits provided pursuant to this Agreement shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Agreement or any other agreement relating to the CITY or its operations limits the application of the insurance coverage.

(b) Requirements of specific coverage features or limits contained in this Section 12.0 are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any Party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

(c) All insurance coverage shall cover the CONSULTANT's operations pursuant to the terms of this Agreement.

(d) Any actual or alleged failure on the part of the CITY or any other additional insured under these requirements to obtain proof of insurance required under this Agreement in no way waives any right or remedy of the CITY or any additional insured, in this or any other regard.

(e) In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, the CITY has the right, but not the duty, to obtain the insurance it deems necessary and the CONSULTANT shall promptly reimburse to the CITY any premium paid by the CITY.

(f) The CONSULTANT shall provide immediate notice to the CITY of any claim or loss against the CONSULTANT that includes the CITY or any of the Additional Insureds as a defendant. The CITY assumes no obligation or liability from the notice. The CITY shall have the right, but not the duty, to monitor the handling of the claim or claims if they are likely to involve the CITY.

**12.6 Acceptability of Insurers.** All insurance coverage required by this Section 12.0 shall be written by insurers admitted to conduct business in the State of California by the Department of Insurance and rated "A:VIII" in the most recent A.M. Best's Insurance Rating Guide.

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**12.7 Verification of Coverage.** The CONSULTANT shall furnish the CITY with evidence of the insurance required by this Section 12.0, satisfactory to the CITY. The evidence shall consist of original certificates of insurance and amendatory endorsements, including an additional insured endorsement. The endorsements shall be on forms provided by the CITY or on such other forms approved by the CITY in writing, and amended to conform to the CITY's requirements. The CONSULTANT shall file all certificates of insurance and fully executed endorsements with the CITY before commencing performance of the Services. Thereafter, the CONSULTANT shall provide proof that the policies of insurance required under this Agreement and expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. The CONSULTANT shall furnish such proof to the CITY prior to the expiration of the affected coverages. The CITY may require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time. The CONSULTANT shall provide complete copies of policies to the CITY upon request.

**12.8 Subcontractors.** The CONSULTANT shall include all subcontractors, or any other party involved in the performance of the Services, as insureds under its policies or shall require subcontractors or any other party involved in the Project by the CONSULTANT to carry the same insurance as required in this Section 12.0. The CONSULTANT shall obtain certificates evidencing the coverage and make reasonable efforts to ensure that the coverage is provided as required in this Section 12.0. The CONSULTANT shall require that no contract used by any subcontractor, or contract the CONSULTANT enters into on behalf of the CITY, shall reserve the right to charge back to the CITY the cost of insurance required by this Agreement. The CONSULTANT shall, upon request, submit to the CITY for review, all agreements with subcontractors or others with whom the CONSULTANT contracts with on behalf of the CITY, and all certificates of insurance obtained in compliance with this Section 12.8. The CITY's failure to request copies of the documents shall not impose any liability on the CITY, or its employees, or be deemed a waiver of any of the CITY's rights.

### **13.0 WORK PRODUCT.**

**13.1 Deliverables.** The CONSULTANT shall, in such time and in such form as the CITY may require, furnish reports concerning the status of services required under this Agreement. The CONSULTANT shall, upon request by the CITY and upon completion or termination of this Agreement, deliver to the CITY all material furnished to the CONSULTANT by the CITY.

### **13.2 Ownership.**

(a) All draft and final reports, documents and other written material, and any and all images, ideas, concepts, designs including website designs, source code, object code, electronic data and files or other media whatsoever, created or developed by the CONSULTANT in the performance of this Agreement (collectively, "Work Product") shall be considered to be "works made for hire" for the benefit of the CITY. All Work Product and any and all intellectual property rights arising from their creation, including all copyrights and other proprietary rights, shall be and remain the property of CITY without restriction or limitation upon their use, duplication or dissemination by the CITY upon final payment being made. The CONSULTANT shall not obtain or attempt to obtain copyright protection as to any of the Work Product.

(b) The CONSULTANT hereby assigns to the CITY all rights of

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ownership to the Work Product, including any and all related intellectual property and proprietary rights that are not otherwise vested in the CITY pursuant to subsection (a) above.

(c) The CONSULTANT warrants and represents that it has secured all necessary licenses, consents or approvals necessary to the production of the Work Product, and that upon final payment, the CITY shall have full legal title to the Work Product, and full legal authority and the right to use and reproduce the Work Product for any purpose. The CONSULTANT shall defend, indemnify and hold the CITY, and its elected officials, officers, employees, servants, attorneys, designated volunteers and agents serving as independent contractors in the role of city officials, harmless from any loss, claim or liability in any way related to a claim that the CITY's use of any of the Work Product is violating federal, state or local laws, or any contractual provisions, or any rights or laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights or interests in products, ideas or inventions. Consultant shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the Work Product produced under this Agreement. In the event any the use of any of the Work Product or other deliverables hereunder by the CITY is held to constitute an infringement and the use of any of the same is enjoined, CONSULTANT, at its expense, shall: (a) secure for the CITY the right to continue using the Work Product and other deliverables by suspension of any injunction, or by procuring a license or licenses for the CITY; or (b) modify the Work Product and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Agreement. The CONSULTANT's covenants under this Section 13.2 shall survive the expiration or termination of this Agreement.

**13.3 Confidentiality.** Except as otherwise required by law, the CONSULTANT shall not disclose, publish or authorize others to disclose or publish, design data, drawings, specifications, reports or other information pertaining to the Project assigned to the CONSULTANT by the CITY or other information to which the CONSULTANT has had access during the term of this Agreement without the Designated Official's prior written approval. CONSULTANT's covenant under this Section 13.3 shall survive the expiration or termination of this Agreement.

**13.4 Records.** The CONSULTANT shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information relating to the Services, as required by the CITY or the Designated Official. The CONSULTANT shall maintain adequate records on services provided in sufficient detail to permit an evaluation of the Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. At all times during regular business hours, the CONSULTANT shall provide access to such books and records to the Designated Official, or his or her designees, and shall give the Designated Official, or his or her designees, the right to examine and audit such books and records and to make transcripts as necessary, and shall allow inspection of all work, data, documents, proceedings and activities related to this Agreement.

**14.0 ASSIGNMENT AND SUBCONTRACTING.** This Agreement is personal to the CONSULTANT, and the CITY has entered this Agreement in reliance on the CONSULTANT's skill, competence and experience. The CONSULTANT shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without the CITY's prior written consent, by and through the Designated Official. The CITY's consent to an

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assignment of rights under this Agreement shall not release the CONSULTANT from any of its obligations or alter any of its obligations to be performed under this Agreement. Any attempt at assignment or delegation by the CONSULTANT in violation of this Section 14.0 shall be void and of no effect and shall entitle the CITY to immediately terminate this Agreement for cause. The CONSULTANT's services under to this Agreement shall be provided by the Representative or directly under the supervision of the Representative and the CONSULTANT shall not assign another to supervise the CONSULTANT's performance of this Agreement without the CITY's prior written approval, by and through the Designated Official. As used in this Section 14.0, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs. The CONSULTANT shall not subcontract any performance required under this Agreement without the CITY's prior written consent.

## **15.0 MISCELLANEOUS TERMS.**

**15.1 Nuisance.** The CONSULTANT shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of services under this Agreement.

**15.2 Permits and Licenses.** The CONSULTANT, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.

**15.3 Conflicts of Interest.** The CONSULTANT shall comply with all applicable federal, state and local conflict of Interest laws, including the Political Reform Act (Cal. Gov. Code, § 81000 *et seq.*) and California Government Code Section 1090. During the term of this Agreement, the CONSULTANT may perform similar services for other clients, but the CONSULTANT and its officers, employees, associates and subconsultants shall not, without the City Manager's prior written approval, perform work for another person or entity for whom the CONSULTANT is not currently performing work that would require the CONSULTANT, or one of its officers, employees, associates or subconsultants, to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

**15.4 Waiver.** No delay or omission to exercise any right, power or remedy accruing to the CITY under this Agreement shall impair any right, power or remedy of the CITY, nor shall it be construed as a waiver of, or consent to, any breach or default. No waiver by the CITY of any breach, any failure of a condition, or any right or remedy under this Agreement shall be: (1) effective unless it is in writing and signed by the Party making the waiver; (2) deemed to be a waiver of, or consent to, any other breach, failure of a condition, or right or remedy; or (3) deemed to constitute a continuing waiver unless the writing expressly so states.

**15.5 Accomplishment of Project.** The CONSULTANT shall commence, carry on and complete its assignments with all practicable dispatch, in a sound, economical, and efficient manner in accordance with all applicable laws and generally accepted industry and applicable professional standards.

**15.6 Captions for Convenience Only.** The titles of the sections, subsections and paragraphs set forth in this Agreement are inserted for convenience and reference only and

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shall be disregarded in construing or interpreting any of the provisions of this Agreement and the rights or obligations of the Parties to this Agreement.

**15.7 Word Usage.** Unless the context clearly requires otherwise, (a) the word “shall” is mandatory and “may” is permissive; (b) “or” is not exclusive; and (c) “includes” or “including” are not limiting.

**15.8 Notices.** Any notice, consent, request, demand, bill, invoice, report or other communication required or permitted under this Agreement shall be given in writing to the person at the addresses specified on first page of this Agreement and deemed effective: (a) on personal delivery, (b) on confirmed delivery by courier service during the CONSULTANT’s and the CITY’s regular business hours, or (c) three business days after deposit in the United States mail, by first class mail, postage prepaid. Either Party may change the specified person or address at which it is to receive notices by advising the other Party in writing.

**15.9 No Third Party Beneficiaries.** This Agreement is made solely for the benefit of the Parties to this Agreement and their respective successors and assigns, and no other person or entity may have or acquire a right by virtue of this Agreement.

**15.10 When Rights and Remedies Not Waived.** In no event shall the making by the CITY of any payment to the CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant, or any default that may then exist, on the part of the CONSULTANT, and the making of any such payment by the CITY while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

**15.11 Cost of Litigation.** If any legal action is necessary to enforce any provision of this Agreement or for damages by reason of an alleged breach of any provisions of this Agreement (whether in contract, tort or both), the prevailing Party shall be entitled to receive from the losing Party all attorneys’ fees, costs and expenses in such amount as the courts may determine to be reasonable. In awarding the cost of litigation, the court shall not be bound by any court fee schedule, but shall, if it is in the interest of justice to do so, award the full amount of costs, expenses and attorneys’ fees paid or incurred in good faith.

**15.12 Compliance with Laws.** In the performance of the work required by this Agreement, the CONSULTANT shall abide by and conform with and to any and all applicable laws of the United States and the State of California, and with the CITY’s Municipal Code, ordinances, regulations and policies.

**15.13 Severability.** If any part, term or provision of this Agreement shall be held illegal, unenforceable or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be affected by such holding.

**15.14 Governing Law.** The terms of this Agreement, and any dispute arising from the relationship between the Parties to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, without regard for its conflicts of laws principles, except that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement. Any dispute that arises under or relates to this Agreement (whether contract, tort or both) shall be resolved in superior or federal court with geographic jurisdiction over the City of Buena Park.

APPROVED:\_\_\_\_\_ DATE: \_\_\_\_\_

PSA # ED 20-07 PAGE 11 OF 13

**15.15 Integrated Agreement and Modification of Agreement.** This Agreement, and all exhibits referred to in this Agreement, constitutes the final, complete and exclusive statement of the terms of the agreement between the CITY and the CONSULTANT with respect to the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous oral or written negotiations, representations or agreements of the Parties. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. No Party has been induced to enter into this Agreement by, nor is any Party relying on, any representation or warranty except those expressly set forth in this Agreement. This Agreement may be modified only by a writing signed by both Parties.

**15.16 Authority to Bind Parties.** Each of the undersigned hereby represents that he or she has the authority to execute this Agreement on behalf of his or her contracting Party.

**15.17 Exhibits; Precedence.** All documents referenced as exhibits in this Agreement are hereby incorporated into this Agreement by this reference. In the event of any inconsistency between the express provisions of this Agreement and any provision of an exhibit, the provisions of this Agreement, then the CITY's request for proposals, if any, shall prevail.

**15.18 Time of the Essence.** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

APPROVED:\_\_\_\_\_ DATE: \_\_\_\_\_

PSA # ED 20-07 PAGE 12 OF 13

In recognition of the obligations stated in this Agreement, the Parties have executed this Agreement on the date indicated above.

CITY OF BUENA PARK  
a California municipal corporation

JEDA WORKS, INC.  
dba Housing Programs  
a California Corporation  
Name of Business

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Name: James B. Vanderpool

Name: John Sottek

Title: City Manager

Title: Chief Executive Officer

\_\_\_\_\_  
Signature

Name: Deborah Sottek

Title: Secretary

\* **Please note, two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents provided to the City authorize only one person to sign this Agreement on behalf of the corporation.**

ATTEST:  
(SEAL)

\_\_\_\_\_  
Adria M. Jimenez, MMC, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Christopher G. Cardinale, City Attorney

APPROVED: \_\_\_\_\_ DATE: \_\_\_\_\_

PSA # ED 20-07 PAGE 13 OF 13



# Proposal

City of Buena Park

State HOME Tenant-Based Rental Assistance (**COVID-19**)

## Submitted For Consideration To:

City Manager's Office

City of Buena Park

6650 Beach Boulevard

Buena Park, CA 90622-5009

*[afrance@buenapark.com](mailto:afrance@buenapark.com)*

## **JEDA Works (DBA Housing Programs)**

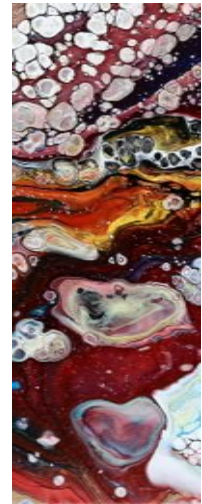
26025 Newport Road, Unit A-505

Menifee, CA 92584

# EXECUTIVE SUMMARY

**Housing Programs** is a firm with dedicated professionals that have a passion for providing first-rate consulting services in the areas of affordable housing within communities throughout southern California. Housing Programs principals (Deborah Sottek and John Sottek) are the persons directly responsible for performing the primary work associated with the company. Support staff include Priscilla Davila, Geovanni Castro, Nicole Gangale, Joshua Dirnu and Jacob Jance who are responsible for specific off-site administrative tasks. Having worked as city employees and in other private consulting firms, saw the need to come together as a team to provide competitive and effective services to local government agencies and non-profits.

**Familiarity with Tenant-Based Rental Assistance Programs** – Deborah Sottek began her career designing and implementing a multitude of federal and state-funded housing programs hence the name of the company – Housing Programs. She was instrumental in assisting the City in leaving the County of Orange Consortium which by doing so enabled the City to apply directly to the State of California for Tenant-Based Rental Assistance (TBRA) funds. She created the City’s initial Tenant Based Rental Assistance Program including program guidelines, prescreening form, program application and brochure. Over the last 25 years, Ms. Sottek has assisted over ten communities with rental assistance programs. In recent years, due to the complicated and cumbersome requirements of traditional TBRA programs most cities have elected not to fund this type of program. The unprecedented COVID-19 HOME waivers have made it possible for TBRA programs to be streamlined, manageable and a vital part of our nation’s economic recovery.



**Summary of Experience/Services:** The following is a summary of the Tenant-Based Rental Assistance Program implementation services provided by **Housing Programs**:

## PROGRAM IMPLEMENTATION

- Tenant pre-eligibility screening
- Tenant income determination
- Prepare lease agreements
- Coordinate lease signings
- Implement on-line application
- Prepare environmental documentation
- Coordinate landlord vendor and business license
- Process landlord payments
- Arrange/Perform HQS property inspections
- Preparation of HQS repair list
- Coordinate lead-based paint inspections/abatement
- Project expenditure tracking
- Activity delivery tracking

## GENERAL ADMINISTRATION

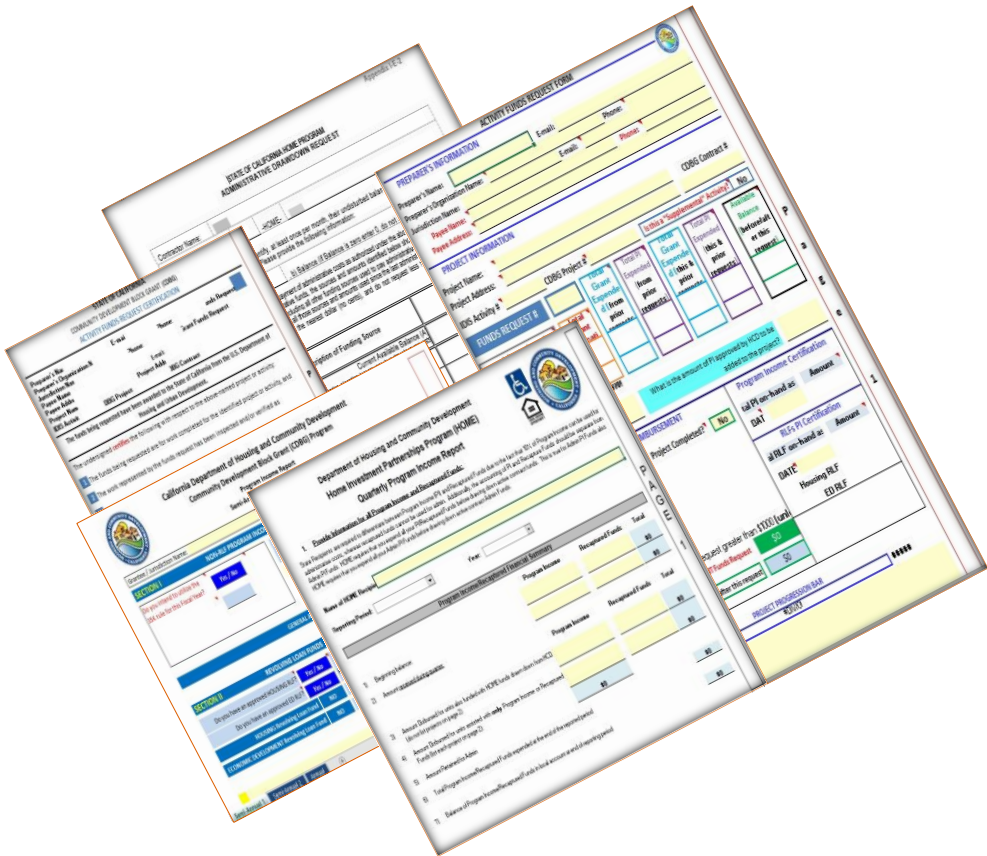
- Design program guidelines
- Provide on-line application portal
- Prepare/transmit project drawdowns
- Prepare/transmit project set-up/completions
- Prepare/transmit administration drawdowns
- Prepare quarterly /annual State HCD reports
- Monitor grant/program income expenditures
- Prepare marketing materials
- Program marketing
- Respond to public inquiries
- Provide program recommendations
- Attend/Participate in HUD/State HCD trainings
- Maintain organized/meticulous records
- Participate/prepare for State HCD monitoring



# ADMINISTRATIVE SERVICES

The following provides a summary of the administrative services that may be offered to the City of Buena Park at its request for assistance in the administration of its State HOME Program (“Program”):

- Prepare State HCD administrative draws
- Provide monthly status reports
- Prepare State HCD-required quarterly and annual reports
- Prepare applications for State CDBG or State HOME funds
- Maintain all financial records as defined by individual program guidelines (State CDBG and State HOME)
- Attend State HCD trainings
- Research and interpret information, as requested
- Maintain Waiting List if/when funds are limited



# PROGRAM IMPLEMENTATION

## APPLICATION PROCESSING

Each application submitted for financial assistance through the City's Program will be assessed for eligibility based on the City's most current State HCD-approved Program Guidelines and will include at a minimum:

### **I. Application process**

- a. Provide an online application portal for virtual application submittal
- b. Provide hardcopy of application, as needed

### **II. Tenant Pre-Screening**

- a. Review application for COVID-19 income eligibility
- b. Notify of immediate ineligibility

### **II. Income Determination/Qualification**

1. Review self-certification
2. Review support documentation to verify self-certification
3. Assess financial need of household using City definition of "need"
4. Compute household COVID-19 reduced income using HUD'S Technical Guide for Determining Income
5. Review credit report to assess disposable income (if applicable)
6. Request any additional or missing documents for verification
7. Compute income using the Gross Income Worksheet

### **III. Landlord Participation**

1. Verify and/ or assist with obtaining business license
2. Verify and/ or assist with obtaining City vendor number
3. Provide landlord with his/her participation requirements
4. Provide landlord with program overview
5. Coordinate all other necessary aspects of the program with the landlord

# PROGRAM IMPLEMENTATION

## APPROVAL/LEASE DOCUMENT SIGNING

Housing Programs will perform the following services in the implementation of the TBRA Program. This is only an overview, the structure and implementation of the TBRA program can be adapted to best fit the staffing levels and staff time in implementing the program. Additional steps necessary that are not identified below to implement the program will be provided.

### I. CITY APPROVAL

1. Prepare approval request report including:
  - a. Applicant eligibility summary
  - b. Level of rent assistance needed

### II. APPLICANT APPROVAL/DENIAL

1. Prepare approval/denial letter to tenant
2. Transmit letter of approval/denial to tenant

### III. LEASE DOCUMENT PREPARATION/SIGNING

1. Prepare City lease addendum
2. Arrange for virtual lease document signing with tenant and landlord
3. Transmit lease documents to initiate rental assistance funding

### IV. RENT DISBURSEMENT

1. Coordinate landlord vendor setup
2. Verify landlord business license
3. Prepare City payment forms for monthly rental assistance
4. Transmit payment request to City on monthly basis
5. Coordinate with City staff in the processing of the monthly payment to ensure a streamlined and efficient process

# KEY PERSONNEL

The following is a listing of the key personnel to be involved in the implementation of the TBRA Program:

**DEBORAH SOTTEK** – Program design, preparation of program guidelines, application review and qualification underwriting, applicant assistance, environmental documentation, document signings. Technical assistance to staff in the overall administration and implementation of the TBRA Program.

**JOHN SOTTEK** – Property HQS inspections (including health and safety and code conformance), coordination of repairs with landlords, coordinate of lead-based paint inspections, as needed.

## **ADMINISTRATIVE STAFF IN SUPPORT OF PROJECT FILE MAINTENANCE APPLICATION REVIEW (IF NEEDED):**

**GEOVANNIE CASTRO  
PRISCILLA DAVILA  
NICOLE GANDALE  
JOSHUA DIRNU  
JACOB JANCE**

# OFFICE LOCATIONS

## PRIMARY OFFICE

### RIVERSIDE OFFICE

**Address:** 26025 Newport Road, Suite A505,  
Menifee, California 92584

**Contact:** John Sottek

**Contact Telephone:** (714) 523-2033

### SAN DIEGO OFFICE

**Address:** 4835 Kelly Drive, Carlsbad CA 92008

**Contact:** Deborah Sottek

**Contact Telephone:** (760) 421-1104



# RESUMES / QUALIFICATIONS

**DEBORAH A. SOTTEK**

Program Manager, Deborah Sottek has over twenty-five (25) years of experience in housing rehabilitation. She has been instrumental in development, implementing and improving CDBG, HOME, State HOME, CalHome-funded affordable housing projects and programs. The following is a summary of her key accomplishments as they relate to the consulting services requested by the City:

- Responsible for full service operation of CDBG, HOME, CalHome and State HOME-funded loan and grant programs including application processing, loan document processing and underwriting, and construction management
- Author and implementer of multiple single-family and multi-family housing rehabilitation programs, first-time homebuyer and rental assistance programs
- Provided technical assistance to city clients in the development/administration of State HOME and State CDBG-funded projects and programs
- Oversight of Lead-Based Paint Risk Assessments, Abatement and Phase I and Phase II Environmental site assessments
- Responsible for writing 15 successful State of California HCD grant applications including CDBG, HOME, and CalHome
- Monitor and track housing budgets including preparation of adjustments, transfers and appropriations
- Coordinated acquisition, rehabilitation and resale of 13 City of San Juan Capistrano-owned FHA condominiums including preparation of Purchase Agreement, Disclosure Statement, property transfer and lien instruments (e.g., grant deed, deed of trust, covenants, agreements)
- Prepared staff report and memorandums for City Council, Planning Commission and other entities as requested
- Attend and present agenda items to City Councils and Redevelopment Agencies
- Present information to the public at group or neighborhood/town meetings
- Bachelor's degree in Economics from the University of California, Los Angeles (UCLA)

# RESUMES / QUALIFICATIONS

**JOHN E. SOTTEK**

HQS Inspector John Sottek has over twenty years of experience in the property inspections for federally-funded housing programs. John Sottek is masterful in his field because of his extensive background in inspection and the applicable skills within his field such as:

- Over 15 years of experience with "Title 24" and "Title 25" of the State of California Housing Code
- Certified State of California "Inspector Assessor" for lead based paint inspections
- Completed all HUD Training courses pertaining to Lead Construction Supervision; Project Administration Monitoring and its workers
- Oversee the substantial rehabilitation of both single and multi-family residences including development of detailed work specifications
- Responsible for full service operation of CDBG, HOME, CalHome and State HOME-funded, single-family and multi-family housing rehabilitation loan and grant programs including application processing, loan document processing and underwriting, and construction management
- On-going training is critical and mandatory to ensure code compliance
- Bachelor's degree in Business Administration from California State University Long Beach

Many cities have depended on his services to perform rehabilitation construction consulting such as the cities of Encinitas, San Marcos, Cypress, Buena Park, Pomona and Corona.

# RESUMES / QUALIFICATIONS

**PRISCILLA DAVILA, GEOVONNI CASTRO, INTERNS**

## **PRISCILLA DAVILA**

Priscila Davila has over 15 years of HOME and CDBG experience. Ms. Davila currently assists Housing Program by providing application review and program design.

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## **GEOVANNI CASTRO**

Geovanni Castro, Financial & Administrative Assistant, has over 15 years of banking experience as a manager and loan officer. Mr. Castro currently assists Housing Programs in providing off-site program administrative and application processing services including: application loan and grant processing, credit report review, grant/loan document and construction contract preparation. Tracking project disbursements, contingency and fund verification.

### **Primary proposed responsibilities for Buena Park's Program:**

- Support in the review of application/ underwriting review
  - Preparation of documents
- 

## **ADMINISTRATIVE SUPPORT**

The following are college students currently pursuing business administration degrees are currently interning with Housing Programs. Their roles will be limited to file and records maintenance.

**Joshua Dirnu**

**Jacob Jance**

**Nicole Gangale**



# RELEVANT/CURRENT EXPERIENCE

## City of Buena Park

Economic Development Department  
6650 Beach Boulevard  
Buena Park, CA 90622

Contracted Since 2005  
Total Units Processed: 95  
Funding Source(s): CDBG/State HOME

### **Income Underwriting**

- Determining household gross income using third party verifications
- Assessment of credit worthiness
- Preparation of Appendix A and SHPO correspondence, as necessary

### **Document Preparation**

Duties also include preparation of City's required loan and grant documents (i.e., Deed of Trust, Loan Agreement, Promissory Note, and Request for Notice, Construction Contract) and recordation at the County and/or processing of the proper mobile home paperwork through the State Department of Housing and Community Development (HCD).

### **Construction Management**

Staff conducts on-site inspections of single-family units and prepares work description of items to be completed and costs estimate of repairs. Staff also coordinates with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service) and ensures receipt of an environmental clearance. Under the HIP Loan Program, staff performs the following specific tasks:

- Review of selected contractor's bid for cost reasonableness
- Verification that the contractor holds an active/valid State of California Contractors license by accessing the California State Contractors Licensing Board website at <http://www.cslb.ca.gov/>
- Verification that contractor is not debarred from doing work in a federal program: Federal Debarred List - <http://www.arnet.gov/epls/>
- Verification that the contractor holds a current City business license
- Verification that the contractor holds the applicable insurance policies
- Preparation of construction contract
- Coordinates pre-construction meetings between the homeowner and contractor

### **Fund Disbursement/Project Draws**

HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work, obtaining lien releases and filing of the notice of completion at the County Recorder's office.

# RELEVANT/CURRENT EXPERIENCE

City of Gardena

City of Gardena  
Community Development Department  
1700 W. 162nd Street

Contracted Since 2003  
Total Units Completed: 267  
Funding Source(s): CDBG/State HOME

## **STATE HOME PROGRAM ADMINISTRATION**

- Preparation of State HOME Program Grant applications (2002, 2006, 2008, 2009, 2011, 2014)
- Preparation of State HOME Program environmental documentation
- Preparation of State HOME Program Project Setup, Project Funding Source Detail, Project Draw Request, Project Completion Reports required for reimbursement of City advanced loan funds
- Preparation of quarterly and annual reports
- Preparation for State HOME Program monitoring
- Monitoring grant expenditures (project costs and activity delivery) for compliance with Standard Agreement

## **Income Underwriting**

- Determining gross household income
- Assessment of credit worthiness
- Preparation of Appendix A and SHPO correspondence

## **Document Preparation**

- Preparation of City loan and grant documents (i.e., Deed of Trust, Loan Agreement, Promissory Note, and Request for Notice, Construction Contract)
- Recordation at the County and/or processing of the proper mobile home paperwork through the State Department of Housing and Community Development (HCD)
- Loan signing meeting

## **Construction Management**

- Initial/progress/final inspections
- Preparation of scope of work
- Solicitation/Coordination of bids
- Review of selected contractor's bid for cost reasonableness
- Verification that the contractor holds an active/valid State of California Contractors license by accessing the CSLB website at <http://www.cslb.ca.gov/>
- Verification that contractor is not debarred from doing work in a federal program
- Verification that the contractor holds a current City business license
- Verification that the contractor holds the applicable insurance policies
- Preparation of construction contract/preconstruction meeting

## **Fund Disbursement/Project Draws**

Housing Programs processes contractor payments funds (i.e., check permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work and filing of the notice of completion at the County Recorder's office. This includes preparation of City check requests for contractor payment and obtaining all required City signatures. Staff also prepares project specific draw forms including the Project Draw Request and Project Setup and Completion Reports for submittal to State HCD for reimbursement of projects costs and activity delivery costs and administration expenses.

# RELEVANT/CURRENT EXPERIENCE

City of Brea

City of Brea  
1 Civic Center Circle  
Brea, CA 92821

Contracted Since 2016  
Total Units Completed: 20  
Funding Source(s): HOME & CDBG

## **Construction Management**

Staff conducts on-site inspections of single-family and mobile home units and prepares work description of items to be completed and costs estimate of repairs. Staff also coordinates with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service) and ensures receipt of an environmental clearance.

### **Staff performs the following specific tasks:**

- Review of selected contractor's bid for cost reasonableness
- Verification that the contractor holds an active/valid State of California Contractors license by accessing the California State Contractors Licensing Board: website at <http://www.cslb.ca.gov/>
- Verification that contractor is not debarred from doing work in a federal program: Federal Debarred List - <http://www.arnet.gov/epls/>
- Verification that the contractor holds a current City business license
- Verification that the contractor holds the applicable general liability and worker's compensation insurance policies
- Preparation of construction contract

## **Fund Disbursement/Project Draws**

Staff processes contractor payments funds (i.e., check permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work and filing of the notice of completion at the County Recorder's office.

# RELEVANT/CURRENT EXPERIENCE

City of Corona

Redevelopment Agency  
400 South Vicentia  
Corona, CA 92878  
HOME

Contracted Since 1995  
Total Units Processed: 160  
Funding Source(s): CDBG & State

Current administration (construction management) of the City's CDBG-funded single-family Home Improvement (HIP) Grant and Loan Programs, Mobile Home Improvement Grant and Loan (MHIP) Programs.

Under the HIP and MHIP Loan Programs, Housing Programs staff conducts on-site inspections of mobile homes and single-family units and prepares work description of items to be completed and costs estimate of repairs. Housing Programs coordinates pre-construction meetings between the homeowner and contractor.

Duties include preparation and grant/loan closing of City's required loan documents (i.e., Deed of Trust, Promissory Note, Request for Notice) and recordation at the County and/or processing of the proper mobile home paperwork (title and registration) through the State Department of Housing and Community Development (HCD).

Housing Programs also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which includes progress, and final inspections of work and filing of the notice of completion at the County Recorder's office.



# RELEVANT/CURRENT EXPERIENCE

City of Cypress

Redevelopment Department  
5275 Orange Avenue  
Cypress, CA 90630

Contracted Since 1999  
Total Units Completed: 100  
Funding Source(s): CDBG

## **Construction Management**

Under the HIP Loan Programs, HP inspection staff conducts on-site inspections of single-family units and prepares work description of items to be completed and costs estimate of repairs. HP also coordinated with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service). HP coordinates pre-construction meetings between the homeowner and contractor.

## **Document Preparation**

Duties also include preparation of City's required construction contract.

## **Fund Disbursement**

HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work and filing of the notice of completion at the County Recorder's office.

## **Project Management of Multi-Family Exterior Neighborhood Improvement Program**

### **Income Underwriting**

HP is responsible for determining project eligibility based on tenant provided income documentation.

### **Construction Management**

Under the LLNI Program, HP inspection staff conducts on-site inspections of multi-family units and prepares work description of eligible items and costs estimate of repairs. HP also coordinates with the lead and asbestos inspector/assessor to identify hazards to be coordinated with the work descriptions when necessary (outside service). HP coordinates pre-construction meetings between the property owner and contractor.

### **Document Preparation**

Duties also include preparation of City's required loan and grant documents (i.e., Deed of Trust, Loan Agreement, Promissory Note, and Request for Notice, Construction Contract) and recordation at the County.

### **Fund Disbursement**

HP also coordinates the disbursement of contractor funds (i.e., checking permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work, obtaining lien releases and filing of the notice of completion at the County Recorder's office.

# RELEVANT/CURRENT EXPERIENCE

City of Encinitas

Planning Department  
505 s. Vulcan Avenue  
Encinitas, CA 92024

Contracted Since 2011  
Total Units Completed: 75  
Funding Source(s): HOME & CDBG

## Income Underwriting

- Determining gross household income
- Assessment of credit worthiness
- Preparation of Appendix A and SHPO correspondence

## Document Preparation

- Preparation of City loan and grant documents (i.e., Deed of Trust, Loan Agreement, Promissory Note, and Request for Notice, Construction Contract)
- Recordation at the County and/or processing of the proper mobile home paperwork through the State Department of Housing and Community Development (HCD)
- Loan signing meeting

## Construction Management

- Initial/progress/final inspections
- Preparation of scope of work
- Solicitation/Coordination of bids
- Review of selected contractor's bid for cost reasonableness
- Verification that the contractor holds an active/valid State of California Contractors license by accessing the CSLB website at <http://www.cslb.ca.gov/>
- Verification that contractor is not debarred from doing work in a federal program
- Verification that the contractor holds a current City business license
- Verification that the contractor holds the applicable insurance policies
- Preparation of construction contract/preconstruction meeting

## Fund Disbursement/Project Draws

Housing Programs processes contractor payments funds (i.e., check permits, contractor invoices and material and labor release forms), which included progress, and final inspections of work and filing of the notice of completion at the County Recorder's office. This includes preparation of escrow instructions and disbursement requests

# REFERENCES

<p><b>City of Buena Park</b> <b>Economic Development Department</b></p> <p>6650 Beach Boulevard Buena Park, CA 90622 (714) 562-3591 Martha Archuleta Housing &amp; CDBG Analyst</p>	<p><b>City of Cypress</b> <b>Redevelopment Department</b></p> <p>5275 Orange Avenue Cypress, CA 90630 (714) 229-6728 Steven Clarke Redevelopment Project Manager</p>
<p><b>City of Gardena</b> <b>Community Development Department</b></p> <p>1700 W. 162nd Street Gardena, CA 90247 (310) 217-9645 Carol Nishi, Administrative Analyst</p>	<p><b>City of Encinitas</b> <b>Community Development Dept.</b></p> <p>505 N. Vulcan Avenue Encinitas, CA 92024 (760) 943-2237 Nicole Piano-Jones</p>
<p><b>City of Monterey Park</b> <b>Management Services</b></p> <p>320 W Newmark Avenue Monterey Park, CA 91754 (626) 307-1349 Annie Yaung Director of Management Services</p>	<p><b>City of Corona</b> <b>Redevelopment Agency</b></p> <p>400 South Vicentia Corona, CA 92878 (909) 739-4963 Cynthia Lara Redevelopment Manager</p>
<p><b>City of Brea</b> <b>Community Development Department</b></p> <p>City of Brea 1 Civic Center Circle Brea, CA 92821 (714) 671-4461 Marie Dau</p>	

# SUBCONSULTANTS/RESOURCE COMPANIES

## **CHICAGO TITLE COMPANY**

3250 Wilshire Blvd  
Los Angeles, California 90010  
Dawn Gitner (909) 239-0167

United Title Company provides Title Insurance and Preliminary Title Reports and appraisals for City loans.

*Housing Programs has worked with Chicago Title Company since 2006.*

## **BARR & CLARK**

Independent Environmental Testing  
16531 Bolsa Chica Street, Suite 205  
Huntington Beach, CA 92649  
Matt Crochet (714) 894-5702  
Barr&Clark.com

Barr & Clark provides DHS certified inspectors for the presence of lead-based paint, risk assessments and clearance inspections for all our city projects with pre- 1978 housing.

*Housing Programs has worked with Barr & Clark since 2003.*

## **TOWN AND COUNTRY ESCROW**

391 North Main Street, Suite 102  
Corona, CA 92880  
Phone: (951) 737-8860  
Facsimile (951) 737-0760

Town and Country Escrow provides fund disbursement for the City of Encinitas in conjunction with its Residential Rehabilitation Program.

*Housing Programs has worked with Town and Country since 2006.*



# FEE SCHEDULE

## ACTIVITY DELIVERY COSTS

City of Buena Park  
**COVID-19 - Tenant Based Rental Assistance Program**  
**Based on COVID-19 State HOME Program Waivers**  
**– Proposed Schedule of Service Fees –**  
**April 23, 2020**

TBRA Program Development	Cost
<u>Develop Program Documents</u> Guidelines Program Application Program Rental Agreement Monthly Rental Payment Request Form	\$2,450.00
<b>TBRA Program Management Costs</b>	<b>Fee per Approved Renter Household</b>
<u>Application Review</u> Provide on-line application portal – see example <a href="http://yourcity.housingprograms.com">yourcity.housingprograms.com</a> Review loan application for applicant eligibility including income verifications, etc. Coordinate application with both tenant and landlord	\$200.00
<u>Property HQS Inspection - Initial</u> Coordinate inspection with tenant Conduct HQS Inspection Lead- Based Paint Visual Assessment	\$125.00
<u>HQS Repair Items</u> Develop list of repair items Coordinate repairs with landlord	\$75.00
<u>Property HQS Inspection – Re-inspection</u> Coordinate inspection with tenant Conduct HQS Inspection Provide HQS completion letter	\$100.00
<u>Rental Agreement between Tenant and Landlord</u> Rental Agreement Preparation Coordination of execution by all parties (tenant and landlord)	\$150.00
<u>Rental Payments</u> Prepare rental payment request monthly (\$30 x 12 month)	\$160.00
<b>Average Cost Per Approved Tenant Household:</b>	<b>\$810.00</b>
The \$810 per approved tenant households assumes that Housing Programs will be screening applications that are determined to be ineligible for which no cost will be charged. This cost is absorbed into the per tenant household cost. In addition, due to the economy of scale, in no case will the cost exceed \$75,000 for up to 100 approved applications.	

### Lead-Based Paint – If Visual Inspection Determines Deteriorated Paint

If a tenant resides in a housing unit built pre-1978 housing and a visual assessment indicates peeling/deteriorated paint, the application will be denied or as permitted by the City, the application will be approved but a separate cost for coordination of lead abatement/encapsulation as required by the federal government will be charged at flat fee of \$350 including coordinating the work with a certified lead abatement company, ensuring the property obtains a lead based paint clearance, and all other federal requirements are met. If repairs for lead-based paint are required, the City may want to consider providing a grant to the landlord as opposed to requiring that the landlord come out of pocket to make these "federally" mandated lead-based paint repairs.