

**AGREEMENT FOR SERVICES  
BETWEEN THE  
CITY OF SANTA CLARA, CALIFORNIA,  
AND  
HELLO HOUSING**

**PREAMBLE**

This Agreement is entered into as of the City’s execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and Hello Housing, a California nonprofit corporation (Contractor). City and Contractor may be referred to individually as a “Party” or collectively as the “Parties.”

**RECITALS**

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled “Scope of Services”;
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

**AGREEMENT TERMS AND CONDITIONS**

**1. AGREEMENT DOCUMENTS**

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions

of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

## **2. TERM OF AGREEMENT**

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on June 30, 2027.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to seven (7) additional one-year terms (“Option Periods”) through June 30, 2034, if all previous Option Periods were exercised, in such increments as determined by City, subject to the appropriation of funds. City shall provide Contractor with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement. The Initial Term and Options Periods shall collectively be referred to as the “Term.”

## **3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

## **4. WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

## **5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor’s representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

## **6. COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Five Hundred Thirty Thousand Dollars (\$530,000), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

## **7. TERMINATION**

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

## **8. ASSIGNMENT AND SUBCONTRACTING**

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

## **9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

## **10. INDEPENDENT CONTRACTOR**

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

## **11. CONFIDENTIALITY OF MATERIAL**

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

## **12. OWNERSHIP OF MATERIAL**

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

## **13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees

to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

#### **14. HOLD HARMLESS/INDEMNIFICATION**

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

#### **15. INSURANCE REQUIREMENTS**

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

#### **16. WAIVER**

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be

constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

## 17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara  
Attention: Housing & Community Services Division  
1500 Warburton Avenue  
Santa Clara, CA 95050  
and by e-mail at [communityservice@santaclaraca.gov](mailto:communityservice@santaclaraca.gov), and  
[manager@santaclaraca.gov](mailto:manager@santaclaraca.gov)

And to Contractor addressed as follows:

Hello Housing  
Attn: Jennifer Duffy  
Physical Address 1970 Broadway, Suite 100, Oakland, CA 94612  
Mailing Address: 121 San Anselmo Ave #2440, San Anselmo, CA 94979  
Phone: (415)828-4362  
and by e-mail at [jennifer@hellohousing.org](mailto:jennifer@hellohousing.org)

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

## 18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

## 19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

**20. FAIR EMPLOYMENT**

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

**21. NO USE OF CITY NAME OR EMBLEM**

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

**22. GOVERNING LAW AND VENUE**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

**23. SEVERABILITY CLAUSE**

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

**24. AMENDMENTS**

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

**25. COUNTERPARTS**

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

**CITY OF SANTA CLARA, CALIFORNIA**  
a chartered California municipal corporation

Approved as to Form: \_\_\_\_\_

Dated: \_\_\_\_\_

\_\_\_\_\_  
GLEN R. GOOGINS  
City Attorney

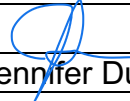
\_\_\_\_\_  
JÖVAN D. GROGAN  
City Manager  
City of Santa Clara  
1500 Warburton Avenue  
Santa Clara, CA 95050  
Telephone: (408) 615-2210  
Fax: (408) 241-6771

“CITY”

**HELLO HOUSING**  
a California nonprofit corporation

Dated: 10/29/2024

By (Signature): \_\_\_\_\_



Name: Jennifer Duffy

Title: President

Principal Place of Business Address: 121 San Anselmo Ave #2440, San Anselmo, CA 94970

Email Address: jennifer@hellohousing.org

Telephone: (415) 828-4362

Fax: ~~866~~ 931-0445

“CONTRACTOR”



## **EXHIBIT A SCOPE OF SERVICES**

### **1. Objectives**

- 1.1. Contractor will administer the City's Below Market Purchase Program (BMP) in support of the activities of the Community Development Department's Housing and Community Services Division.
- 1.2. BMP Program Administration services includes but is not limited to services to City, prospective applicants, pre-qualified applicants, owners of BMP Program-restricted units, and lenders. City is responsible for refinance transactions and resale transactions to market rate buyers.
- 1.3. The City desires to reduce the number of days vacant for any BMP unit that is move-in ready. Contractor shall proactively plan their activities with this objective in mind.
- 1.4. The City desires to have to have at least three (3) preferred lenders available at any time to facilitate the BMP Program homebuying, refinance, or resale processes. Contractor shall provide education and informational classes to prospective lenders, as necessary, to meet City's objective.

### **2. General Requirements**

- 2.1. Contractor shall provide program administration services in accordance with federal, state, and local regulations and in conformance with the provisions of the City's "Below Market Purchase Ownership Program Application Guide," as amended and adopted by the City of Santa Clara.
- 2.2. Contractor and its project team assigned to administer the City's BMP Program must demonstrate successful experience in BMP program administration, possess resources to ensure ongoing knowledge and expertise in this area of specialization remains relevant throughout the term of the contract; and maintain a commitment to continuous improvement in BMP Program administration.
- 2.3. Within 60 (sixty) calendar days from the contract kickoff meeting, Contractor must complete the initial set-up of the BMP Program, in accordance with Section 3 (Program Set-Up Requirements).
- 2.4. Contractor must provide reasonable accommodations for applicants upon request. Such accommodations may include one-on-one voice calls, video conferences, and in limited cases in-person meetings.

- 2.5. In coordinating its work, Contractor shall prioritize the processing of households from the BMP Program's prequalified homebuyer list from the current BMP administrator for the sale of completed, or soon to be completed, BMP Program units.

### 3. Program Set-Up Requirements

- 3.1. Contractor shall review the "Below Market Purchase Ownership Program Application Guide," policies, and procedures to ensure that initial Program set-up is completed in accordance with the City's requirements. Contractor's set-up activities must include, but are not limited to, the following:

- 3.1.1. BMP Program Webpage. Contractor shall create a dedicated BMP Program webpage on its website where the public can find information about the City's BMP Program, including:

- 3.1.1.1. Program application or intake form;
- 3.1.1.2. Supporting manuals, documents, and forms;
- 3.1.1.3. Below Market Purchase Ownership Program Application Guide;
- 3.1.1.4. BMP Program eligibility criteria and qualifications;
- 3.1.1.5. Information related to BMP units available, or soon to be available;
- 3.1.1.6. Links to and from the City and Contractor websites; and
- 3.1.1.7. List of preferred lenders, name of primary contact person, their contact information, and a link to lenders' website.

- 3.1.2. Program File Directory. Implement a secure, online file directory that will serve as a temporary repository for BMP Program and applicant information that will be exchanged securely with encryption between City, Contractor and Program applicants. Contractor will agree to fully purge highly sensitive client data within 90 days of close of escrow and once the City has confirmed it has transferred files to the City's system for long term file retention. Contractor will retain only the files needed for compliance monitoring. If a client does not purchase a specific home but wishes to remain active in the BMP program, the Contractor will purge such sensitive client data from its directory within one year of document submission. The Contractor may enter and retain less sensitive client data into a separate database to facilitate program management, tracking, reporting, program evaluation, and compliance monitoring. Highly sensitive

documents to be collected include federal and state tax returns, financial account statements, pay stubs, and citizenship and identification documents.

3.1.3. Program Documents. Assist and recommend revisions to existing City Program manuals, forms, and documents. Create new documents to facilitate Program administration activities, as needed.

3.1.4. Homebuyer Education.

3.1.4.1. Develop a homebuyer information program workshop for Program applicants and publish schedule of live streamed on-line homebuyer orientation workshops.

3.1.4.1.1. Contractor shall document Program applicant attendance and provide a certificate of attendance.

3.1.4.2. Refer applicants to agencies who provide HUD-approved first time homebuyer workshops.

3.1.4.2.1. The workshops must be an eight (8) hour class given by a certified HUD counseling agency.

3.1.4.2.2. Contractor shall ensure Program attendees receive a Certificate of Completion valid for 2 years.

3.1.5. Change of Administrator. Within 60 days from completion of Program set-up, Contractor shall send a notice to existing BMP homeowners notifying them of a change in BMP Administrator, including contact person name and their contract information, and instructions for submission of annual compliance certifications.

3.2. Contractor and City shall conduct review and testing to ensure the set-up process is complete and that the Program database is secure and operational.

3.3. City shall not pay Contractor any monthly or annual fees for BMP Program Administration until after Program set-up is complete, system has been tested, and is confirmed by City to be operational.

#### **4. BMP Program Administration**

4.1. General Administrative Duties. Contractor shall provide administrative support, including but not limited to the following:

- 4.1.1. Scheduling bimonthly (every other month) meetings with City staff to report on Program administration activities.
  - 4.1.2. Tracking and responding to customer service inquiries using a customer relationship management application, or similar platform.
  - 4.1.3. Conducting a periodic review of BMP Program Homeownership Guidelines Handbook; recommending changes, where appropriate; and submitting recommendations to City for approval.
- 4.2. Marketing. Using online and offline marketing channels, Contractor shall develop a marketing strategy to generate and sustain ongoing interest in the City's BMP Program, upcoming BMP units, and available BMP units currently for sale. Contractor shall:
- 4.2.1. Develop and implement a marketing strategy that targets households meeting the City's occupancy preference categories and/or income guidelines.
  - 4.2.2. Develop project-specific marketing collateral.
    - 4.2.2.1. Collateral must be pre-approved by the City prior to dissemination.
    - 4.2.2.2. With permission from project developer, Contractor may incorporate information from the development's website into its marketing collateral.
    - 4.2.2.3. Contractor shall provide copies of marketing flyers to City staff for posting on City's website and on City's social media sites.
  - 4.2.3. Create ongoing e-mail campaign for waitlisted BMP applicants.
- 4.3. Compliance and Monitoring. Contractor shall implement a compliance monitoring plan for the City's homeownership portfolio which totals approximately 153 Program-restricted units as of July 2024. The number of units the Contractor will be required to monitor will grow over time.
- 4.3.1. Compliance activities shall include, but are not limited to:
    - 4.3.1.1. annual occupancy certification;
    - 4.3.1.2. annual insurance verification;
    - 4.3.1.3. utility billing monitoring; and

- 4.3.1.4. other activities, as determined by the City and recommended by Contractor.
  - 4.3.2. On or before July 31st of each year, Contractor shall submit a compliance report to City for the prior fiscal year ending June 30th.
- 4.4. Annual Survey. Contractor shall conduct an annual survey to assist City with Program evaluation. Contractor shall:
  - 4.4.1. Develop the survey template for the City's approval;
  - 4.4.2. Issue survey to new BMP homeowners and prior year applicants; and
  - 4.4.3. Tabulate results and submit report to City for review.
- 4.5. Referral to City for Assessment. In certain cases, Contractor must refer a Program applicant or homeowner to the City before Contractor provides further assistance. Contractor shall refer to City:
  - 4.5.1. Any exception and appeal requests from applicants.
  - 4.5.2. Any current BMP Program homeowner that requests financial assistance or who is experiencing a financial hardship. Contractor may make recommendations to City to assist homeowner.
  - 4.5.3. Existing BMP Program homeowners who intend to sell their BMP Program home during the restriction period. City staff will determine the home's restricted sales price. Thereafter, Contractor will provide services in accordance with section 5.3.
  - 4.5.4. Refer existing homeowners who intend to refinance their first mortgage to the City for loan review and issuing a subordination agreement, if applicable.

## **5. Transaction Support.**

- 5.1. Initial Application Processing. Contractor shall establish an intake process for prospective applicants and Program participants. Contractor shall:
  - 5.1.1. Evaluate and process initial pre-applications to determine basic eligibility using stated income, assets, live-work criteria, and other information;

- 5.1.2. Conduct initial applicant eligibility screening of prospective homebuyers. The initial application screening shall be based on client's stated information and income which will not require clients to submit highly sensitive personal information until the underwriting stage of the process.
- 5.1.3. Add qualified pre-applicants to the City's BMP Interest list based on stated information and City's priority ranking criteria;
- 5.1.4. Refer interested, prospective BMP Program homebuyers to City-preferred lenders for loan pre-approval;
- 5.1.5. Review BMP program guidelines with existing or new preferred lenders. Provide informational classes and education regarding BMP program for prospective lenders, as necessary.

5.2. New BMP Unit Sales.

After Contractor is notified by the City or Developer of the availability of a new BMP unit, Contractor shall:

- 5.2.1. Notify the BMP Interest list of an open application period for each unit in an AMI (Area Median Income) category;
- 5.2.2. All BMP Interest List candidates seeking to pursue an available unit shall confirm interest by registering for an application lottery;
- 5.2.3. Randomly assign each registered BMP Interest List applicant a unique identifier;
- 5.2.4. Conduct selection and rank registered applications pursuant to the City's Priority Criteria;
- 5.2.5. Conduct a lottery if more than one applicant in a priority tier meets all of the Program eligibility criteria or when required by Program guidelines. Contractor shall:
  - 5.2.5.1. Administer a fair, random, and transparent lottery process with oversight by City staff;
  - 5.2.5.2. Select a "Designated Buyer" and two "Alternate Buyers;"
  - 5.2.5.3. If Designated Buyer is unable to obtain financing or is unable to purchase the unit, the next highest ranked Alternate Buyer will be offered the unit. If the first Alternate is unable to purchase the unit, the second

Alternate Buyer will be offered the opportunity to purchase the unit.

- 5.2.5. Program underwriting three or more applicants per BMP unit to include collection of supporting documentation for income, verify household members' assets, etc. Per section 3.1.2, highly sensitive documents will be retained for a limited period of time.
- 5.2.6. Issue a Notice of Application Denial to ineligible applicants;
- 5.2.7. Notify selected applicant, applicant's preferred lender, and project developer of buyer selection;
- 5.2.8. On behalf of City, collect the Affordable Housing Application and Processing Fees in accordance with the City's Municipal Fee Schedule. Remit fees to City;
- 5.2.9. Arrange meeting between selected buyer and Developer's sales staff to view the BMP unit, or a comparable unit, and execute the Purchase Agreement.
- 5.2.10. Review lender final loan approval and conditions;
- 5.2.11. Prepare for City's review the BMP documents that will be executed by buyer(s) and City Manager. Transmit documents to title company;
- 5.2.12. Conduct one-on-one meetings with selected buyer(s) to review and explain BMP Program documents they will be signing;
- 5.2.13. Coordinate escrow closing process with title company, lender, and City staff. City will provide escrow instructions directly to title company with executed BMP documents;
- 5.2.14. Send City staff intake, application and qualification documents after buyer selection and lender preapproval and again after Buyer is referred to developer, executes purchase contract, addenda and receives loan final approval.
- 5.2.15. Prepare a summary sheet with buyer's application and qualification data, lender information, asset summary, monthly housing payment, and property information for review and approval by City staff, after applicant approval (ie. Program Eligibility Summary).

5.3. Resale of BMP Unit.

Contractor shall coordinate the resale process of a price-restricted BMP unit. Contractor shall:

- 5.3.1. Work with City staff to assess the Program re-sale requirements, review home inspection reports, repairs, and seller disclosures after City has received the owner's notification of intent to sell home;
- 5.3.2. Develop unit-specific marketing collateral including photos, videos, unit features, and community amenities list;
- 5.3.3. Notify BMP Interest List of unit availability, sales price, program eligibility requirements and application dates;
- 5.3.4. Coordinate with owner for open houses or appointments for qualified applicants to view the home prior to applicant selection process;
- 5.3.5. Conduct selection and ranking process of qualified applicants to obtain list of priority applicants;
- 5.3.6. Select designated buyer(s) for unit;
- 5.3.7. Coordinate execution of a purchase agreement and mandatory disclosures between seller(s) and selected buyer(s);
- 5.3.8. Open escrow with selected title company and order title documents; and
- 5.3.9. Prepare the BMP documents for delivery to title company and execution by the buyer(s) and City. City to provide escrow instructions and deliver to title company with executed BMP documents.

## **6. Additional Services.**

When requested by the City in writing, Contractor shall provide additional services. Additional services are those services closely related to, but not specifically described, above.

## **7. Data Security Requirements.**

7.1 Data Security. Contractor must secure, protect at all times, and implement commercially reasonable measures to prevent unauthorized access to any personal identifying information, financial account information, and other information which City marks "confidential" (collectively; "Confidential Information"), whether in electronic format or hard copy. At a minimum, Contractor must encrypt and password-protect electronic files, store and process Confidential Information only in North America, and adhere to any security applicable standards.

7.2 Records Destruction. When Confidential Information, regardless of its format, is no longer required by Contractor to execute the work required by this Agreement or is no longer required to be maintained by Contractor to comply with any law or regulation,



the information must be redacted or destroyed through appropriate and secure methods, to ensure the information cannot be viewed, accessed, and reconstructed.

7.3 Major Security Incident Notification. Any major security incident to include interruption of business due to malicious activity or a Data Breach the Contractor shall notify the City in writing within two (2) days of becoming aware of such major security incident. "Data Breach" means: the unauthorized or unlawful access, acquisition, or destruction of Confidential Information.

## EXHIBIT B SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

KEY ASSUMPTIONS	Year 1	Year 2	Year 3
Number of Full Applications Reviewed	12	15	12
Number of New Sales	4	5	4
Number of BMO Resales (Buyer's Agent)	0	0	1
Number of BMP Resales Listing (Sellers Agent)	0	0	1
Application Orientation Workshops	2	2	2

PROGRAM SETUP	Rates*	Year 1	Year 2	Year 3
Digitization of BMP Owner files, build out online file directory	\$3000 one-time fee	\$ 3,000	\$ -	\$ -
Build program specific webpage, online Pre-application and Purchase Application	\$3000 one-time fee	\$ 3,000	\$ -	\$ -
Revise existing Program manuals, forms and documents to include current administrative practices, logos and contact info	\$4000 one-time fee	\$ 4,000	\$ -	\$ -
Export City Pre-Qualified Homebuyer List, provide communication and instruction for re-registration	\$2000 one-time fee	\$ 2,000	\$ -	\$ -
Send out introduction communications to all existing BMP Owners and existing program partners	\$2200 one-time fee	\$ 2,200	\$ -	\$ -
Build out BMP Program Application Workshop Materials	\$2000 one-time fee	\$ 2,300	\$ -	\$ -
Program Transition meetings with City and exiting Administrator	Allowance	\$ 3,500	\$ -	\$ -
<b>TOTAL</b>		<b>\$ 20,000</b>		

## EXHIBIT B SCHEDULE OF FEES

PROGRAM ADMINISTRATION					
Review and update, as necessary BMP Program Policies, Guidelines and Procedures					included
Annual Compliance Monitoring, data collection in CRM data base and Reporting					included
Maintain and update web page with updated income eligibility tables, programmatic information, and relevant BMP ownership housing information					included
Manage BMP Homebuyer Interest List, conduct interest list updates including the removal of applicants no longer interested, no longer eligible or not able to contact. Insert new approved pre-applicants, enter relevant data into CRM					Included
Develop various marketing campaigns to support pre-application interest in the BMP Program					included
Identify and onboard preferred lenders and HUD approved homebuying counseling agencies conduct training on the program throughout the year around sales campaigns					included
Field and track inquiries from the public, triage response and share actions with the City					included
Develop and disseminate Program Survey post workshop and post-closing. Summarize responses and prepare report annually with findings and recommendations based on findings					included
Coordinate with Development Sales Teams to facilitate closing process workflow, communication protocols, marketing collateral and status updates.					included
Meet with City staff bi-monthly to review program status, transaction status and inquiries. Produce reports as requested.					included
Ongoing training and oversight of the Hello Housing team					included
*4% Escalation per year		<b>\$8,300 per month*</b>	<b>\$49,800</b>	<b>\$103,584</b>	<b>\$107,727</b>

**EXHIBIT B  
SCHEDULE OF FEES**

<b>ACTIVITIES</b>	<b>Rates*</b>	<b>Year1</b>	<b>Year2</b>	<b>Year3</b>
<b>PROGRAM TRANSACTIONAL</b>				
Purchase Application Eligibility and underwriting, approvals, dentals, data entry	\$ 850*	\$ 10,200	\$ 13,260	\$ 11,032.32
Provide Application Workshops in advance of the new BMP units coming online	\$ 1,500*	\$ 3,000	\$ 3,120	\$ 3,244.80
Marketing and Outreach of new BMP Units for sale. Field inquiries from perspective buyers, disseminate marketing material through City and Hello Housing channels, disseminate marketing material to BMP Interest list and other non-traditional channels.	2.5% per sales price			
Pre-Application Eligibility Screening, approvals, denials, and data entry				
BMP Sale Coordination of the transaction team, including sales teams, preferred lender, escrow agent, City and prospective buyer through the close of escrow. Manage documentation preparation, reviews and signing.				
BMP Resale facilitation - Support and educate sellers on the NIT process. Conducting inspections City on resale calculation (restricted units), working with the city on loan payoff and equity share or interest repayment if (market rate)				
Facilitate pre-applicant waitlist ranking and lottery				
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>
	<b>Sub Total</b>	<b>\$ 67,175.00</b>	<b>\$ 83,255.00</b>	<b>\$88,227.12</b>
<b>TOTALS</b>		<b>\$136,975</b>	<b>\$ 186,839</b>	<b>\$195,954.48</b>

<b>OTHER FEES</b>	<b>RATES*</b>
Reimbursable costs: Language Translation Services including ASL interpretation services	Actual cost plus 10%
As-needed workshop Year 1	\$1,500
As-needed workshop Year 2	\$1,560
As-needed workshop Year 3	\$1,622

**EXHIBIT B  
SCHEDULE OF FEES**

<b>HOURLY CONSULTING FEE (FOR ADDITIONAL SERVICES)</b>	<b>RATES*</b>
President	\$225.00
Program Manager	\$150.00
Program Specialist	\$150.00
Special Project Manager	\$135.00

**NOTES:**

Hello Housing does not pass through reimbursable expenses for cost incurred for basic office functions such as phone lines, postage, photocopying and other office equipment.

\* Hello Housing does include an annual price escalator, as a cost-of-living adjustment (COLA) of 4%. This cost increase is meant to offset the rising costs of doing business in the Bay Area, including programmatic insurance expenses, staff salaries and benefits.

2.5% Resale Fee is based on a minimum fee assumption of an average of actual sales price per year.

## **EXHIBIT C INSURANCE REQUIREMENTS**

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

### **A. COMMERCIAL GENERAL LIABILITY INSURANCE**

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence  
\$2,000,000 General Aggregate  
\$2,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
  - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
  - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
  - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

### **B. BUSINESS AUTOMOBILE LIABILITY INSURANCE**

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one

million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

#### C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

#### D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

#### E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnities may possess, including any self-insurance

or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of



complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

#### G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

#### H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.  
City of Santa Clara Community Development  
P.O. Box 100085 – S2      or      1 Ebix Way  
Duluth, GA 30096                      John's Creek, GA 30097

Telephone number: 951-766-2280  
Fax number: 770-325-0409  
Email address: [ctsantaclara@ebix.com](mailto:ctsantaclara@ebix.com)

#### I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.