



City of Emeryville
CALIFORNIA

PROFESSIONAL SERVICES CONTRACT

FIRST AMENDMENT

THIS FIRST AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT ("Amendment") is effective as of this _____ day of _____, 2019, by and between **THE CITY OF EMERYVILLE**, a municipal corporation, ("City") and **PLACEWORKS, INC** ("Contractor"), individually referred to as a "Party" and collectively as the "Parties."

WITNESSETH THAT

WHEREAS, the City and Contractor entered into a Professional Services Contract dated January 16, 2019 ("Contract") for the purpose of retaining the services of Contractor to provide Proposal to Amend Contract to Provide Housing Program Assistance; and

WHEREAS, the City and Contractor desire to amend the Contract; and

WHEREAS, the public interest will be served by this Amendment.

NOW, THEREFORE, the Parties hereto do mutually agree as follows:

1. AMENDMENT

The Parties agree to amend the Contract as checked below:

1.1 Exhibit A

☒ Exhibit A of the Contract is hereby amended in its entirety and replaced with **Exhibit A-1**;

OR

☐ Exhibit A of the Contract is hereby amended to include the provisions of **Exhibit A-** _____, attached hereto and incorporated herein by this reference.

1.2 Termination Date

☒ The Parties desire to extend the termination date. Section 1.3 of the Contract is hereby amended to extend the termination date to **DECEMBER 31, 2019**.

FOR CITY USE ONLY			
Contract No.		CIP No.	
Resolution No.		Project No.	

REV01/2019

Exhibit A

1.3 Total Compensation Amount

- ☒ The Parties desire to increase the Total Compensation Amount as set forth in Section 3.2 of the Contract by **NINETY THOUSAND, AND TWENTY DOLLARS AND NO CENTS (\$90,020.00)**. The total amount paid under the Contract as compensation for Services performed and reimbursement for costs incurred shall not, in any case, exceed **ONE HUNDRED AND SEVENTY-NINE THOUSAND, THREE HUNDRED AND SEVENTY DOLLARS AND NO CENTS (\$179,370.00)**.

2. CONTINUING EFFECT OF CONTRACT

Except as amended by this Amendment, all other provisions of the Contract remain in full force and effect and shall govern the actions of the Parties under this Amendment. From and after the date of this Amendment, whenever the term "Contract" appears in the Contract, it shall mean the Contract as amended by this Amendment.

3. ADEQUATE CONSIDERATION

The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment

4. SEVERABILITY

If any portion of this Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect

5. WAIVER

The City's failure to enforce any provision of this Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

**6. SIGNATURE PAGE TO PROFESSIONAL SERVICES CONTRACT
FIRST AMENDMENT**

IN WITNESS WHEREOF the City and the Contractor have executed this Contract,
which shall become effective as of the date first written above.

Approved As To Form:


Asst. City Attorney

Dated:

CITY OF EMERYVILLE

_____, 2019

Christine S. Daniel, City Manager

Dated:

PLACEWORKS, INC.

_____, 2019



Keith McCann, CEO (Signature)



Firm Profile

PlaceWorks is one of the West's preeminent planning and design firms, with approximately 130 employees in six offices. Formerly known as The Planning Center|DC&E, PlaceWorks' history dates back over 40 years. Serving both public- and private-sector clients throughout the state, PlaceWorks provides comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and Geographic Information Systems (GIS) services. Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

Project Understanding and Approach

The City of Emeryville has an active housing program that includes below-market-rate (BMR) units developed as a requirement of the City's Affordable Housing Program (formerly known as the Affordable Housing Set-Aside Program), as well as loan programs for first-time homebuyers and home renovation.

The City is seeking on-site assistance with the management and administration of housing programs. Assistance may include processing unit and loan applications, managing transactions, conducting consultations with potential and approved BMR unit buyers, responding to inquiries, maintaining records, and resolving questions and issues that arise during program operation.

PlaceWorks will work primarily on-site at the City and will act as an extension of staff. Typically, PlaceWorks staff members will be on-site three days per week, on days that are mutually agreeable to the City and the firm. In addition, we will provide support via remote access and are prepared to work on-site at the City offices for additional hours as the volume of work demands and at the discretion of City staff.

Our team members will provide a high level of customer service and work proactively to identify and resolve issues. PlaceWorks team members are highly attentive to detail, while working with an understanding of and an eye toward greater program goals and ideals.

Scope of Services (Tasks 1-9 in this amendment are the same as written in the original agreement)

TASK 1 PUBLIC INFORMATION AND PROGRAM ADMINISTRATION

1.1 Public Information

PlaceWorks will respond regularly to inquiries regarding the City's homebuyer loan, BMR unit ownership, and owner-occupied rehabilitation loan programs received by telephone, mail, website, referral, and email. In addition, we will distribute program information to all interested parties. This information includes but is not limited to brochures, applications, program guidelines, and information regarding homebuyer education classes.



Generally, we will handle correspondence on-site but will be available to respond remotely as needed. We will provide information in person by appointment and at the counter on regularly scheduled on-site workdays.

1.2 Records Management

PlaceWorks will maintain detailed records on the following information:

- Number of loans requested, approved, funded, and denied
- Loan recipients and units purchased
- Marketing activities
- Participant information and correspondence

We will prepare reports or memoranda summarizing the above information at the discretion of City staff.

PlaceWorks will maintain complete and accurate files, including paper and digital files. This will include scanning, printing, and organizing. We will track relevant information on each file and update databases regularly.

1.3 Affordable Homebuyer Program Guidelines

We will, upon direction from City staff, review and update the BMR Ownership Program guidelines, First-Time Homebuyer Loan Program guidelines, and other program materials. PlaceWorks will prepare reports or memoranda summarizing the revisions at the discretion of City staff.

TASK 2 ASSET MANAGEMENT – AFFORDABLE HOMEBUYER PROGRAMS AND REHABILITATION PROGRAM

PlaceWorks will process requests related to existing program assets, including BMR units and outstanding loans. Requests may include, but are not limited to:

- Capital improvement credits
- Loan retirements and repayments
- Reconveyances/quit claims
- Subordination

In addition, we will monitor and enforce the owner-occupancy requirement for housing programs. PlaceWorks will prepare demands for loan repayments and demands for the sale of non-owner-occupied BMR units and will initiate foreclosure proceedings, if necessary.

TASK 3 LOAN CLOSINGS – HOMEBUYER LOAN PROGRAM AND REHABILITATION PROGRAM

PlaceWorks will work directly with potentially eligible loan program applicants, as well as with other parties to the potential transaction, including real estate agents, lenders, mortgage brokers, and/or contractors, to



facilitate the closing of City loans. We will work proactively throughout the process to identify and resolve any potential problems.

PlaceWorks will review all loan program applications and provide the City with a recommendation for approval or rejection. For approved applicants, we will prepare the necessary information and documentation and provide it to the escrow officer in a timely manner to ensure a successful closing.

For the rehabilitation program, PlaceWorks will monitor the progress of projects for performance and the timely disbursement of loan proceeds.

TASK 4 AFFORDABLE OWNERSHIP HOUSING PROGRAM

We will review applications for the purchase of BMR units to determine the household's eligibility. PlaceWorks will work directly with applicants, as well as with their real estate agent, lender, and/or mortgage broker, during the application period and throughout the transaction to facilitate the close of escrow. We will work proactively with all parties to identify and resolve any issues, and will maintain the necessary information and documentation and provide it to the escrow officer in a timely manner to ensure a timely closing.

If directed by City staff, PlaceWorks will provide assistance with revisions to the BMR program guidelines.

TASK 5 CALHOME PROGRAM

PlaceWorks will process applications for homebuyer loans funded through the CalHome program. We will track requests to HCD to reimburse the City for funded CalHome loans and activity delivery costs.

In addition, we will prepare quarterly and annual/closeout reports on the City's behalf for submittal to HCD for CalHome funds. PlaceWorks will assist HCD in performing program monitoring.

TASK 6 SPECIAL ASSESSMENT LOAN PROGRAMS

We will review loan repayment statements and process checks from loan servicing companies for the three remaining outstanding loans under the Special Assessment Loan Program. In addition, PlaceWorks will process requests for loan subordinations and reconveyances for these loans.

TASK 7 FORECLOSURE PREVENTION PROGRAM

Foreclosures can be devastating to a homeowner and highly detrimental to a housing program, often resulting in the loss of program funds and the loss of affordability restrictions on the home. PlaceWorks will work closely with Homebuyer Loan Program participants who are in default on their mortgages to offer resources, including referrals to HUD-approved housing counseling agencies, and assist in determining potential solutions. We will take phone calls, respond to emails, and schedule appointments with at-risk homeowners as needed.



TASK 8 AFFORDABLE RENTAL PROGRAM

At the City's request, PlaceWorks staff will assist with routine tasks associated with the administration of the BMR rental program. Tasks may include recordkeeping, tracking information and updating databases, maintaining paper and digital files, reviewing monitoring reports from property managers, responding to inquiries from current or interested renters, developers, and other relevant parties, and updating program materials.

TASK 9 RENTAL GUIDELINES IMPLEMENTATION

Once the BMR Rental Guidelines are finalized, PlaceWorks will assist the City by engaging with property managers of developments with existing BMR units. Tasks will include working with City staff to estimate property managers' current understanding of the BMR-related requirements and to identify portions of the guidelines that should be communicated to them. PlaceWorks will develop initial written communications and a presentation regarding the new guidelines. PlaceWorks will plan and facilitate a meeting with these property managers, including managing invitations, a venue, informational materials, the presentation and follow up questions. PlaceWorks will provide on-going support to these property managers as they implement the guidelines.

NEW TASKS:

Tasks 1-9, as written above were included in the original agreement which this scope amends. The following tasks are added with this amendment:

TASK 10 COMPREHENSIVE EXPIRED REHABILITATION GRANT AND LOAN REPAYMENT AND FORGIVENESS PROGRAM

The City has a portfolio of approximately 80 housing rehabilitation grant and loan agreements with individual program participants. Initial estimates by PlaceWorks and City staff indicates that approximately two-thirds of these agreements have terms which have expired. PlaceWorks staff will evaluate the portfolio to determine which terms have expired, whether liens have been cleared from title and how much the City is owed. As appropriate, PlaceWorks will prepare demands for loan repayments and reconveyances for recording. PlaceWorks staff will work with City Legal and Finance staff to resolve related issues and process payments.

TASK 11 (IF NEEDED) AVALON RENT-UP ASSISTANCE

Upon request from the City, if BMR rental units will be ready for initial lease-up at Avalon during the term of this agreement, PlaceWorks staff will (1) provide technical assistance to Avalon's property management staff on how to review tenant applications and (2) complete compliance checks on any approvals submitted by Avalon's property management. PlaceWorks understands that while there will be 25 total BMR rental units at Avalon, they'll be ready for initial lease-up incrementally, so it is possible that not all compliance checks will be necessary. Costs here estimate 5 hours of technical assistance and up to 10 compliance checks at an average of 4 hours each.



TASK 12 (IF NEEDED) ESTRELLA VISTA RENT-UP ASSISTANCE

Upon request from the City, if BMR rental units will be ready for initial lease-up at Estrella Vista during the term of this agreement, PlaceWorks staff will (1) provide technical assistance to Estrella Vista's property management staff on how to review tenant applications and (2) complete compliance checks on any approvals submitted by Estrella Vista's property management. PlaceWorks understands that while there will be 87 total BMR rental units at Estrella Vista, they'll be ready for initial lease-up incrementally, so it is possible that not all compliance checks will be necessary. Costs here estimate 5 hours of technical assistance and up to 8 compliance checks at an average of 4 hours each.

TASK 13 (IF NEEDED) STAFF TECHNICAL ASSISTANCE

The City currently has an open position for a Housing Coordinator. If the position is filled during the term of this agreement, upon request from the City, PlaceWorks staff will provide as-needed technical assistance to the new Housing Coordinator. Technical assistance would consist of orienting the new Housing Coordinator to Emeryville's standard operating procedures for housing programs and any requested troubleshooting or debriefing. Costs here estimate up to 12 hours of technical assistance and will only be incurred if requested by City staff.

Costs

The cost to complete the above scope of work is itemized in the table below and will be billed on a time-and-materials basis. Tasks 1-8 are estimated based on three days per week of service from January 15, 2019 through December 31, 2019. Note that the end date of services under this contract will fluctuate based on the actual number of hours provided per week. The billing rates for each team member are included below. PlaceWorks bills for its work on a time-and-materials basis with monthly invoices.



Table 1 PlaceWorks – Costs

TASKS	ORIGINAL AGREEMENT	AMENDMENT	TOTAL JANUARY 15, 2019 TO DECEMBER 31, 2019
1-8	\$67,350	\$68,770	\$136,120
9	\$22,000	\$0	\$22,000
10	\$0	\$9,500	\$9,500
11	\$0	\$5,625	\$5,625
12	\$0	\$4,625	\$4,625
13	\$0	\$1,500	\$1,500
TOTAL NTE	\$89,350	\$90,020	\$179,370

Table 2 PlaceWorks – Fee Schedule

STAFF LEVEL	HOURLY BILLING RATE
Associate Principal	\$185
Associate/Project Manager	\$130
Project Planner	\$115
Planner	\$105
Graphics Specialist	\$95
Clerical/Word Processing	\$85



Key Staff

JENNIFER GASTELUM, ASSOCIATE PRINCIPAL, PROJECT DIRECTOR

Ms. Gastelum has nearly 20 years of experience on projects throughout California, Nevada, and Washington. She is experienced in managing the preparation of housing elements, consolidated plans, and other housing policy documents. Her most recent housing policy experience includes housing element updates for over two dozen California cities during the 5th round housing element update. She has developed affordable housing best practices strategies, which included inclusionary housing recommendations and identification of zoning and infill incentives.

NICOLE WEST, AICP, ASSOCIATE, PROJECT MANAGER

Ms. West will serve as Project Manager under this contract. She has 10 years of experience working on a broad range of planning and design projects. She is experienced in collaborating with various technical specialists, governmental agencies, the public, and other stakeholders to bring projects to fruition. Housing quality has been a primary focus of her work, both as a redevelopment planner and as a disaster recovery specialist. Additional experience includes streetscape, park, and trail planning and design, and California Environmental Quality Act documentation and permitting support for public and private clients. Ms. West is skilled in community outreach, GIS-based mapping and analysis, master planning, project management, and business development.

JULIA SCHNELL, PROJECT PLANNER

Ms. Schnell will provide day-to-day on-site services under this contract. She started her career working as a Transit Planner at Western Contra Costa Transit Authority, where she prepared agency short-range planning documents, coordinated capital project development processes, and managed public outreach and engagement projects. Additionally, she recently worked with Baird + Driskell Community Planning on updates to the state's RHNA Annual Progress Reporting form and the coordination of a training workshop for Planning Commissioners.

ADDITIONAL STAFF RESOURCES

The above list represents the staff which PlaceWorks anticipates will be required; however, it is possible that the need for additional staff may arise. Therefore, PlaceWorks may assign additional staff as necessary to complete the services required under this agreement. Compensation rates for additional staff types will be determined by PlaceWorks and will be consistent with the rates listed herein.