

**CITY OF RICHMOND
SHORT FORM CONTRACT**

Department: Finance	Project Manager: Delmy Cuellar
Project Manager E-mail: Delmy_Cuellar@ci.richmond.ca.us	Project Manager Phone No: (510) 620-6790
PR No:	Vendor No: 15361
P.O./Contract No:	
Description of Services: Support the City of Richmond and RHA in Housing Authority Financial Matters	

1. **Parties.** The parties to this Agreement are the City of Richmond (herein referred to as the "City") and the following named Contractor:

(Company) Tony Ma

(Street Address) 5869 Gold Creek Drive

(City State, Zip Code) Castro Valley, CA 94552

(Contract Person) 510-604-5523

(E-mail) gcma001@yahoo.com

(Telephone) (510) 604-5523

(Fax Number)

Richmond Business License No.

Expiration Date:

2. **Term.** The effective date of this Agreement is April 18, 2022

and it terminates April 18, 2023

unless sooner terminated as provided herein.

3. **Payment Limit.** City's total payment to Contractor under this Agreement shall not exceed **(\$10,000.00)** including expenses unless a contract amendment has been approved by the City Council or City Manager.

4. **City's Obligations.** City shall pay the Contractor a not to exceed amount of \$ 10,000.00 as total payment for all services rendered.

5. **Location of Services.** Contractor shall perform the services set forth herein at the following location:

Vendor Business Location and City Hall

6. **Contractor's Obligations.**

To the satisfaction of the City's Project Manager, Contractor shall provide the following services:
See attached Service Plan

7. **Supplemental Conditions.** This Contract is subject to the Supplemental Conditions and Special Conditions (if applicable) attached hereto, which are incorporated herein by this reference.

8. **Insurance Provisions.** This Contract is subject to the Insurance Provisions which are attached hereto and are incorporated herein by this reference.

9. **Signatures.** These signatures attest the parties' agreement hereto:

CITY:

^{DS}
DC

CITY OF RICHMOND, CA
a municipal corporation

By:

DocuSigned by:

Shasa Curt

041871240BD14EC...

City Manager or Designee

Signature

CONTRACTOR:

By:

Signature

Date:

SERVICE PLAN

Contractor shall, to the satisfaction of the Finance Dept. Delmy Cuellar, perform the following services and be compensated as outlined below:

Specific tasks that are requested as part of this scope of work include:

General Tasks

- Work directly with City Richmond and the Richmond Housing Authority (RHA) staff, and report regarding RHA operations and financial management.
- Work with staff to ensure implementation/compliance with all Federal Regulation Notices.
- Identify key opportunities and carry out strategies for effective leadership transition.
- Provide daily or, at a minimum, 2 days per week of onsite leadership and supervision of RHA operations for limited hours. Will be available via zoom, conference, or phone M F 9 to 5 PM
- Assess internal operations to align resources with an objective, mission- focused perspective.
- Perform key functions such as monitoring budgets, developing reports to HUD, the Housing Advisory Commission, Board of Commissioners, and managing RHA staff.
- Oversee the preparation and submittal of finance related applications and reports to HUD.

Specific Tasks

- Work with RHA and City of Richmond staff to oversee the completion of all tasks identified in the 2019 PHARS agreement and the Corrective Action Plan (See Attached).
- Resolve IRS 1099 Reporting and Compliance issues from 2009-2014 (if acceptable, this will be a line item on the Form 2848-Power of Attorney).
- Work with RHA/COR to resolve IRS audit of 1099's for tax year 2018 and 2019.
 1. Provide IRS Contact with Form 2848 – Power of Attorney update ASAP.
 2. File delinquent Form 1099 for tax year ended 2018 and 2019. Once filed, please provide copy of confirmation and 1099s filed.
(There is no confirmation or proof that the 1099s were Filed and Furnished by RHA. IRS states that the 1099s for 2018 and 2019 are not filed. To clarify, the 1099s were only Issued to Landlords but not Filed).
 3. Send out Forms 4669 to Landlords that do not have W-9s on file. Research if this is applicable.
- Provide guidance and work directly on entering 2017, 2018, and 2019 audits into HUD Financial Assessment System. RHA will provide access to HUD system. After explaining the submission RHA will need to 'push' the final submit button.
- Connect with CFOG (California Finance Officer Group) for assistance on financial tasks as well as HUD for guidance, assistance and expedite the process.

- Connect with resource to support RHA to prepare and enter 5-year Capital Fund Budget, Guidance on Operating Subsidy reports and necessary information for calculation.
- RHA Housing Corporation & Easter Hill Housing Corporation budgets and reports.
 - Tax Returns and tax-exempt filing.
- Other tasks as assigned.

Bill rate is \$125/hour + travel time and mileage.



U.S. Department of Housing and Urban Development
San Francisco Regional Office - Region IX
One Sansome Street, Suite 1200
San Francisco, California 94104-4430
www.hud.gov

espanol.hud.gov

Ms. Nannette Beacham
Executive Director
Richmond Housing Authority
330 24th Street
Richmond, CA 94804

SEP 10 2019

Subject: Recovery Agreement & Action Plan

Dear Ms. Beacham:

On June 28, 2019, our office provided a draft 2019 Recovery Agreement Action Plan for your review. During our August 9, 2019, PHARS biweekly call, we discussed your requested modifications of timelines in that action plan. On July 10, 2019, we emailed the amended draft 2019 Recovery Agreement Action Plan. This letter retransmits the action plan and includes the 2019 PHARS Agreement for your signature and execution (enclosed).

The Recovery Agreement and Action Plan is a binding contract required by federal statute 42 U.S.C. 1437d(j)(2), that delineates performance outcomes, timelines, and reporting requirements that must be strictly adhered to. It also specifies remedies to achieve agreed-upon levels of performance.

We look forward to working with the Richmond Housing Authority to reposition the RHA Public Housing (PH) portfolio. If you have any questions or recommended modifications to the draft Agreement tasks, please contact Benjamin Palmer, Portfolio Management Specialist, at (415) 489-6445 or benjamin.r.palmer@hud.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Gerard R. Windt".

Gerard R. Windt
Director
Office of Public Housing

Enclosure

cc:
Board of Commissioners
c/o Mayor Tom Butt, Board Chair
City of Richmond
450 Civic Center Plaza
Richmond, CA 94804

Richmond Housing Authority (RHA) PHARS Action Plan

TASK NUMBER	TASK	TARGET DATE
	Hacienda	
1.1	Finalize Financial Terms btw RHA and Mercy (Confirmation of a current Development Agreement to repositioning Hacienda)	12/28/2019
1.2	Request Revised Disposition Appl from SAC	1/28/2020
1.3	Submit Financing Plan to SFRO and submit Financing Applications to TCAC/HCD	3/1/2020
1.4	Conveyance / Closing of Hacienda	2/28/2021
1.5	SAC acceptance of a complete Section 18 PIC disposition application for Hacienda Remainder Parcel	12/31/2021
	Admin. Building	
2.1	Submission of disposition application to SAC	10/1/2019
2.2	SAC acceptance of a complete Section 18 PIC application	3/29/2020
2.3	Submit Financing Plan to SFRO and submit Financing Applications to TCAC/HCD	8/30/2020
	Nevin	
3.1	Issue RFP for Development Partner w/ elevator addendum	1/28/2020
3.2	Select a Development Partner	4/29/2020
3.3	SAC acceptance of a complete Section 18 PIC application	5/29/2020
3.4	Submit Financing Plan to SFRO and submit Financing Applications to TCAC/HCD	6/30/2021
3.5	Closing /Conveyance /Start Construction	3/1/2022
	Nystrom	
4.1	Issue RFQ for Master Plan	2/28/2020
4.2	Finalize terms btw RHA and Developer	5/29/2020
4.3	SAC acceptance of a complete Section 18 PIC application	9/1/2020
4.4	Closing /Conveyance /Start Construction	11/28/2022
	Richmond Village 1&2	
5.1	Submit RAD Application	10/1/2019
5.2	Submit RAD Financing Plan	11/28/2020
5.3	Close RAD conversion	12/1/2020
	Richmond Village 3	
6.1	SAC acceptance of a complete Section 18 PIC application	5/30/2021
6.2	Receive Tenant Protection Vouchers	6/30/2021
6.3	Closing /Conveyance /Start Construction	12/31/2021
	Other	
7.1	Submit PH organizational chart of RHA staff; charts to include names, titles, and responsibilities and duties.	1/28/2020
7.2	Complete HCV Close Out Audit	4/26/2020
7.3	Submit operating budgets for each AMP and Central Office Cost Center (COCC).	2/28/2020

**For the Contract between the City of
Richmond and**

Tony Ma

SUPPLEMENTAL CONDITIONS

1. It is expressly agreed that Contractor is to perform the services described herein as an independent contractor pursuant to California Labor Code Section 3353, under the control of the City as to the result of his work only but not as to the means by which such result is accomplished. Nothing contained herein shall in any way be construed to make Contractor or any of its agents or employees, an agent, employee or representative of the City. Contractor shall be entirely responsible for the compensation of any assistants used by Contractor in providing said services.
2. This Contract shall automatically terminate when the total accumulated compensation paid or due to Contractor under this Contract reaches \$10,000.00. The City shall not be responsible for compensating Contractor for any amounts in excess of \$10,000.00.
3. Either the City or Contractor may cancel this Contract at any time upon giving the other party ten (10) days' written notice of such cancellation. In the event of cancellation, the City shall be liable only to pay to the Contractor compensation for services rendered up to the date of the Contract's cancellation.
4. Contractor shall not assign this Contract, or any part thereof, or any right of the Contractor hereunder without the prior written consent of the City.
5. Contractor shall indemnify, defend and hold the City harmless from and against all claims, demands and causes of action for injury, death or damage to any person or property which may arise or result from the contractor's performance of this Contract or from acts or omissions of any person(s) employed by Contractor.
6. Contractor agrees to observe all applicable laws including, but not limited to, the provisions of Section 2.28.030 of the Municipal Code of the City of Richmond obligating every contractor or subcontractor under a contract or subcontract to the City of Richmond for public works or for goods or service to refrain from discriminatory employment practices on the basis of the race, color, sex, sexual orientation, religious creed, national origin or ancestry of any employee of, or applicant for employment with, such contractor or subcontractor.
7. Pursuant to Chapter 7.04 and Section 7.04.160 (f) of the Municipal Code of the City of Richmond, if this Contract does not exceed five thousand dollars (\$5,000.00) and if the Contractor does not make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then the Contractor shall be exempt from obtaining a City of Richmond business license.
8. If this Contract does exceed five thousand dollars (\$5,000.00), or if Contractor does make more than five thousand dollars (\$5,000.00) within the City of Richmond during the fiscal year, then a City of Richmond business license shall be obtained before any payment under this Contract shall be authorized and the business license must be kept current during the term of this Contract for payments to continue to be authorized.

**For the Contract between the City of
Richmond and**

Tony Ma

SPECIAL CONDITIONS

The Supplemental Conditions of the Short Form Contract are hereby amended to include the following modifications:

Amendment to Supplemental Conditions #5, delete Condition #5 of contract and replace with:



City understands and acknowledges that Contractor endeavors to use his "best efforts" in performing the services hereunder. City shall indemnify, defend (with City's choice of counsel) and hold the Contractor harmless from and against any sustained claims directly arising out of or resulting from Contractor's performance of the services hereunder, to the extent such sustained claims are not attributable to Contractor's gross negligence or willful misconduct.

Mileage Rates - The mileage rate for 2022 is 58.5 cent per mile. IRS guidelines:
<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2022>

Insurance Requirements have been waived.



**For the Contract between the City of
Richmond and**

INSURANCE PROVISIONS

1. Insurance Requirements – During the Term of this Contract, the City's Insurance Requirements are hereby waived.
2. Waiver of Liability – As a condition of this Contract, the Contractor, its officers, agents and employees, hereby waive any and all rights to seek recovery for loss or damages of any kind against the City of Richmond, its officers, agents, and employees arising out of the goods or services provided under this Contract. This waiver of liability shall survive the expiration or termination of this Contract.



City of Richmond

Sole Source Justification

THIS FORM MUST BE COMPLETED AND APPROVED PRIOR TO ANY PURCHASE

Contact the Purchasing Division and discuss your rationale before completing this form. If Purchasing can help you make this a competitive purchase, then this form will not be required.

Attach this completed/approved form to requisitions when competitive quotes/bids/proposals are not solicited. (Required for requisitions > \$3,000)

Requested Sole Source Supplier:

Company Name: Tony MA Contact Name: Tony Ma

Address: 5869 Gold Creek Drive

City: Castro Valley State: CA Zip Code: 94552

Phone Number (510) 604-5523 E-Mail gcoma001@yahoo.com

Duration of Contract: One year 4/5/2022-4/5/2023

Estimated Cost: \$ 10,000 Funding Source (Account String) 01171115-400201

Is the product/service IT related? Yes ___ No X If Yes, please attach the approved IT Authorization Form

For Product: Is the recommended company the manufacturer of the product? Yes ___ No X

For Product: Does the manufacturer sell the item(s) through distributors? Yes ___ No X

Description of Product or Service:

Describe the full scope of work or service contemplated including installation if required; items should include brand, model and part number if applicable; (if additional space is needed, include them in a separate page)

Contract to work directly with the City and RHA regarding operations and financial management. Tasks include providing guidance to complete and enter 2017, 2018, and 2019 RHA audits and submit to HUD Financial Assessment System, completion of tasks identified in the HUD PHARS agreement and the Corrective Action Plan, implementation/compliance with all Federal Regulation Notices, file delinquent Form 1099 for tax year ended 2018 and 2019, send out Forms 4669 to Landlords that do not have W-9s, guidance on operating subsidy reports, and oversee the preparation and submittal of all applications and reports to HUD.

Sole Source Rationale: PLEASE ANSWER ALL THE FOLLOWING QUESTIONS: Explain why the recommended company is the only company that can meet the requirement. Address the following: Are there any other companies who can do this job? What condition (e.g. technological superiority, or performance risks, etc.) exists so that the recommended company has a significant advantage over any other company who can do this job? It is important to sufficiently address the key reason for awarding an order/contract without soliciting competitive bids. The rationale must be clear and convincing, avoiding generalities and unsupported conclusions.

Submitting timely RHA financial information to HUD is needed to receive the funding allocation. If financial information is not submitted correctly and in a timely manner the federal funding for RHA is in jeopardy which will impact the operations and maintenance of affordable housing RHA manages and can potentially lead to additional subsidies from the City to RHA. An advantage to contract with Tony Ma is that he is familiar with RHA/City financial challenges and has been contracted in the past by HUD and RHA on financial matters, he is familiar with RHA and City financial challenges and has been successful to improve bank reconciliations in relation to audits, 1099 issues with the IRS, and provided financial expertise to the Executive Director and Finance staff. Tony Ma expertise recognized by HUD, availability, and familiarity with the organization will support response to financial matters that need to occur as soon as possible. The financial expertise is also needed due to challenges with staffing and expertise in HUD financial matters.

(if additional space is needed, include them in a separate page)

AR

Complete the following checklist

A specific contractor is the only source of the required item because (check all that apply):

- The required items are **proprietary to the Contractor**, and contractor solely transacts (sells) direct to the customer. (There are no dealers or distributors for contractor).
- The required items are **proprietary to the Contractor**, and **contractor does not sell direct to the customer**. Contractor solely distributes the item or service through only one dealer or distributor in the United States. (There are no dealers or distributors for contractor).

Note: If item or service is available from more than one source, the item or service may be treated as proprietary, but must be competitively solicited from multiple (two or more) sources.

- A specific item is needed:
 - To be compatible or interchangeable with existing hardware
 - As spare or replacement hardware For the repair or modification of existing hardware
- Federal or state grant names vendor as condition of funding. (Attach copy of grant that names vendor)
- There is a **substantial risk** in contracting with any other contractor, (e.g., only one contractor has been successful to date in implementing a difficult manufacturing process or the **services sought**). *In a brief explanation, provide supporting evidence of why other contractors are considered to be unable to overcome the substantial risk.*

There is substantial risk by the City and RHA to not complete the agreed upon task in the HUD PHARS agreement, not following PHARS task and responding to financial matters can lead to the loss of HUD funding to RHA. Tony Ma is a recognized expert in the field by HUD and has worked with RHA in the past. He is best positioned to respond successfully and in a timely manner due to his knowledge of RHA finances and HUD Procedures. Starting a new contract with a new vendor at this time would not be practicable and would mean significant time delays.

- Continuation of prior Work** – Additional item, service or work required, but not known to have been needed when the original order was placed with vendor, and it is not feasible or practicable to contract separately for the additional need. *Provide brief explanation and supporting evidence.*

(if additional space is needed, include them in a separate page)

I acknowledge the City's requirements for soliciting competitive quotes/bids for purchases over \$3,000.00 and the criteria for justification for Sole Source purchases. I have gathered the required information, have made a concerted effort to review comparable/equal equipment/services (e.g., market research), and further affirm that there is no conflict of interest involved in the selection made.

Department: Finance

Requester Name and Title: Delmy Cuellar, Acting Finance Director

Note: Requester must be able to defend this justification.

Date: 4/5/2022

Phone: 510-620-6790

Department Director (Print) Delmy Cuellar (Sign) *Delmy Cuellar* Date: 4/7/2022

Submit completed form to the Purchasing Division (Prior to submission to City Manager)

Finance Director:

APPROVED: *[Signature]*

DATE: 6/27/22

NOT APPROVED: *[Signature]*

COMMENTS:

City Manager
(Under \$10,000.00)

City Clerk Attesting to Council Approval
(Over \$10,000.00) (Copy of Minutes may be substituted)

Note: Richmond Municipal Code Section 2.52.326 Sole Source Procurement requires final approval by the City Manager and/or City Council. Sole Source must be approved by Finance Director, PRIOR to Council Approval.

PROCEDURE

Sole Source purchase/service are exceptions to the normal bidding process and require a detailed justification. In processing Sole Source requests for supplies, services and/or equipment, the Purchasing Division adheres to and is governed by the principles set forth in City of Richmond Municipal Code Section 2.52.326 Sole Source Procurement.

If you are requesting a particular vendor, brand or product, you must make this fact clear on your Sole Source form. Your request will then be restrictive and non-competitive, and will fall into a sole source category. If the sole source justification is approved, the requisition can be expedited without the normal bidding requirements.

Such a request should not be made unless you are confident that your request is reasonable and appropriately justified to meet the City's requirements and withstand any possible audit. The City's requirements and the format for submitting such requests are contained herein. Sole Source form must be signed by authorized department representative(s). The certification will remain on file for audit purposes.

The following factors **DO NOT** apply to sole source requests and should not be included in your sole source justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor.
2. Cost, vendor performance, and local service (these are generally considered award factors in competitive bidding).
3. Features which exceed the minimum department requirements.