

701

**SUBMITTAL TO THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



FROM: Redevelopment Agency

SUBMITTAL DATE:
9 June 2009

SUBJECT: Professional Services Agreement with USA HELP, Inc.

RECOMMENDED MOTION: That the Board of Directors:

1. Approve the attached Professional Services Agreement by and between the Redevelopment Agency for the County of Riverside and USA HELP, Inc.;
2. Authorize the Chairman of the Board to execute the attached Professional Services Agreement; and
3. Authorize the Executive Director to take the necessary steps, including but not limited to signing necessary and relevant document, to implement the attached Professional Services Agreement.

BACKGROUND: The Redevelopment Agency is committed to ensuring successful affordable homeownership. USA HELP proposes to expand upon the Homeownership Education and Learning Program services initiated by Chris Sorensen to include individual counseling services to qualified homeowners and potential homebuyers to ensure a successful and affordable long term homeownership.

Robert Field
Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 125,000.00	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0.00	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0.00	For Fiscal Year:	2009 / 2010

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: NO

SOURCE OF FUNDS: Redevelopment Low and Moderate Income Housing Funds	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY:
Jennifer L. Sargent

County Executive Office Signature

FORM APPROVED COUNTY COUNSEL
BY:
MICHELLE CLACK
DATE: 7/13/09
Departmental Concurrence

Dep't Recomm.: Consent Policy

Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: ALL

Agenda Number:

4.7

PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this ____ day of _____, 2009, by and between, USA HELP, Inc, a California Corporation, (herein referred to as “CONSULTANT”), and the REDEVELOPMENT AGENCY FOR THE COUNTY OF RIVERSIDE, a public body of the State of California, (herein referred to as “AGENCY”).

WHEREAS, Health and Safety Code Section 33125 authorizes the AGENCY to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, Health and Safety Code Section 33334.3(e)(1)(B) allows moneys from the Low and Moderate Income Housing Fund for costs incurred by a nonprofit corporation, which are not directly attributable to a specific project; and

WHEREAS, Health and Safety Code Section 33334.2(e)(8) allows the AGENCY to provide subsidies to, or for the benefit of , very low income households, lower income households, or persons and families of low and moderate income to the extent those households cannot obtain housing at affordable costs on the open market; and

WHEREAS, the services in this Agreement provided by CONSULTANT will provide counseling to Riverside County residents interested in homeownership, classes discussing homeownership programs offered by the Agency, consumer protection related to homeownership and professional certification courses; and

WHEREAS, CONSULTANT intends to form the Homeownership Education Learning Program (“HELP”) as a 501(c)(3) non-profit entity, which will be the legal entity providing the services provided for in this Agreement; and

WHEREAS, CONSULTANT and AGENCY intend to assign this Agreement to HELP once it has received an active status from the State of California; and

WHEREAS, CONSULTANT has the expertise, special skills, knowledge and experience to perform the duties set out herein. NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. DESCRIPTION OF SERVICES: CONSULTANT shall provide services in the general nature of homeownership education ("Services") as outlined and specified in Exhibit A attached hereto and by this reference incorporated herein.

1.1. Consultant represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Agreement to fully and adequately provide the Services. Consultant shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant further represents and warrants to the AGENCY that it has all licenses, permits, qualifications and approvals of whatever nature are legally required to practice its profession. Consultant further represents that it shall keep all such licenses and approvals in effect during the term of this Agreement.

2. PERIOD OF PERFORMANCE: The term of this Agreement shall be from the date of execution of this Agreement and continue in effect for a twelve (12) month period thereafter, unless terminated as specified in Paragraph 6. All applicable indemnification provisions in this Agreement shall remain in effect following the termination of this Agreement.

3. COMPENSATION: The AGENCY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit B attached hereto. The total amount of compensation paid to the CONSULTANT under this Agreement shall not exceed the sum of \$125,000 unless a written amendment to this Agreement is executed by both parties prior to performance of additional services.
- 3.1. A total of \$25,000, of the above stated compensation paid to CONSULTANT, shall be paid for the purpose of establishing the Homeownership Education Learning Program (“HELP”) as a 501(c) (3) non-profit entity.
- 3.2. Said compensation shall be paid in accordance with an invoice submitted to AGENCY by CONSULTANT within thirty (30) days from the last day of each calendar month, and AGENCY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice.
4. INDEPENDENT CONSULTANT: AGENCY retains CONSULTANT on an independent contractor basis. CONSULTANT is not, and shall not be considered to be in any manner, an employee, agent or representative of the AGENCY. Personnel performing the services under this Agreement on behalf of CONSULTANT shall at all times be under CONSULTANT’s exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel in connection with their performance of service and as required by law. CONSULTANT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers compensation insurance.
5. INDEMNIFICATION. CONSULTANT shall indemnify and hold harmless the AGENCY, the County of Riverside, all Agencies, Districts, Special Districts and Departments of the

County of Riverside, their respective Board of Directors, directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (“Indemnified Parties”) from any liability whatsoever, based or asserted upon any services of CONSULTANT, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONSULTANT, its officers, agents, employees, subcontractors, agents or representatives from this Agreement; and CONSULTANT shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards, the Indemnified Parties in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONSULTANT, CONSULTANT shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of AGENCY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONSULTANT’s indemnification to AGENCY as set forth herein. CONSULTANT’s obligation to defend, indemnify and hold harmless the Indemnified Parties shall be subject to AGENCY having given CONSULTANT written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONSULTANT’s expense, for the defense or settlement thereof. CONSULTANT’s obligation hereunder shall be satisfied when CONSULTANT has provided to AGENCY the appropriate form of dismissal relieving AGENCY from any liability for the action or claim involved

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONSULTANT's obligations to indemnify and hold harmless the AGENCY herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONSULTANT from indemnifying the AGENCY to the fullest extent allowed by law.

6. Without limiting CONSULTANT'S indemnification, CONSULTANT shall maintain in force at all times during the performance of this Agreement, insurance policies evidencing coverage during the entire term of the Agreement as follows:

6.1. Workers' Compensation: If Contractor has employees as defined by the State of California, CONSULTANT shall maintain Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Policy shall be endorsed to waive subrogation in favor of the AGENCY; and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

6.2. Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, completed operations, personal and advertising injury covering claims which may arise from or out of CONSULTANT's performance of its obligations hereunder. Policy shall name the AGENCY, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of

Directors, elected officials, employees, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

6.3. Vehicle Liability: If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the AGENCY, the County of Riverside, its Agencies, Districts, Special Districts, and Departments their respective directors, officers, Board of Supervisors, Board of Directors, elected officials, employees, agents, or representatives as Additionally Insured.

6.4. Professional Liability: CONSULTANT shall maintain Professional Liability Insurance providing coverage for performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement. Upon termination of this Agreement or the expiration or cancellation of the claims made insurance policy CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or, 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or, 3) demonstrate through

Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2) or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

6.5. General Insurance Provisions - All lines:

6.5.1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A.M. BEST rating of not less than an A: VIII (A: 8) unless such requirements are waived, in writing, by the AGENCY Risk Manager. If the AGENCY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

6.5.2. The CONSULTANT's insurance carrier(s) must declare its self-insured retentions. If such self-insured retentions exceed \$500,000 per occurrence such retentions shall have the prior written consent of the AGENCY Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retentions which are deemed unacceptable to the AGENCY, at the election of the AGENCY's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or eliminate such self-insured retentions as respects this Agreement with the AGENCY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, defense costs and expenses.

6.5.3. The CONSULTANT shall cause their insurance carrier(s) to furnish the AGENCY with 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein; or, 2) if requested to do so orally or in writing by the AGENCY Risk Manager, provide

original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) shall provide no less than thirty (30) days written notice be given to the AGENCY prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, this Agreement shall terminate forthwith, unless the AGENCY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage and the insurance required herein is in full force and effect. Individual(s) authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for each policy and the Certificate of Insurance. ***CONSULTANT shall not commence operations until the AGENCY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section.***

6.5.4. It is understood and agreed by the parties hereto and the CONSULTANT's insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the AGENCY's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

6.5.5. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services or performance of work the Risk Manager of the

AGENCY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage required herein, if; in the AGENCY Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONSULTANT has become inadequate.

6.5.6. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of sub-consultants working under this Agreement.

6.5.7. The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the AGENCY.

6.5.8. CONSULTANT agrees to notify AGENCY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

7. TERMINATION: AGENCY may, by written notice to CONSULTANT, terminate this Agreement in whole or in part at any time. Such termination may be for AGENCY's convenience or because of CONSULTANT's failure to perform its duties and obligations under this Agreement including, but not limited to, the failure of CONSULTANT to timely perform services pursuant to the schedule of services described in Exhibit A to this Agreement.

7.1. Discontinuance of Services. Upon receipt of written Notice of Termination, CONSULTANT shall discontinue all affected services within seven (7) days of receipt of the Notice, unless otherwise directed by the Notice, and deliver to the AGENCY all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by CONSULTANT in performance of services, whether completed or in progress.

7.2. Effect of Termination For Convenience. If the termination is to be for the convenience of the AGENCY, the AGENCY shall compensate CONSULTANT for services satisfactorily provided through the date of termination. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services. CONSULTANT shall provide documentation deemed adequate by AGENCY's representative to show the services actually completed by CONSULTANT prior to the date of termination. This Agreement shall terminate seven (7) days following receipt by the CONSULTANT of the written Notice of Termination.

7.3. Effect of Termination For Cause. If the termination is due to the failure of CONSULTANT to fulfill its obligations under this Agreement, CONSULTANT shall be compensated for those services which have been completed and accepted by the AGENCY. In such case, the AGENCY may take over the work and prosecute the same to completion by contract or otherwise. Further, CONSULTANT shall be liable to the AGENCY for any reasonable additional costs incurred by the AGENCY to revise work for which the AGENCY has compensated CONSULTANT under this Agreement, but which the AGENCY has determined in its sole discretion needs to be revised in part or whole to complete the Project. Following discontinuance of services, the AGENCY may arrange for a meeting with CONSULTANT to determine what steps, if any, CONSULTANT can take to adequately fulfill its requirements under this Agreement. In its sole discretion, AGENCY's representative may propose an adjustment to the terms and conditions of the Agreement, including the contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on

CONSULTANT and shall be performed as part of this Agreement. In the event of termination for cause, unless otherwise agreed to in writing by the parties, this Agreement shall terminate thirty (30) days following the date the Notice of Termination was mailed to the CONSULTANT. Termination of this Agreement for cause may be considered by the AGENCY in determining whether to enter into future agreements with CONSULTANT.

7.4. Cumulative Remedies. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

7.5. Completion of Services. In order to control the risks inherent in CONSULTANT's professional undertaking pursuant to this Agreement, CONSULTANT's services are intended to be performed fully and solely by or through CONSULTANT. Unless this Agreement is terminated for CONSULTANT's material breach, if AGENCY prevents or frustrates CONSULTANT's full performance of the services or without CONSULTANT's express consent causes or allows modifications to or deviations from the requirements or recommendations of CONSULTANT's instruments of service or the use of unfinalized instruments of service, then AGENCY shall release and indemnify CONSULTANT and its affiliated entities and individuals to the fullest extent allowed by law from and concerning any and all claims, costs, losses and/or liability concerning or related to the uncompleted services or the use of modified, deviated from or unfinalized instruments of service.

8. CONFLICT OF INTEREST: CONSULTANT shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement.
9. ADMINISTRATION: The Executive Director (or designee) shall administer this Agreement on behalf of AGENCY.
10. ASSIGNMENT: This Agreement shall not be assigned by CONSULTANT, either in whole or in part, without prior written consent of AGENCY. Any assignment or purported assignment of this Agreement by CONSULTANT without the prior written consent of AGENCY will be deemed void and of no force or effect.
- 10.1. AGENCY and CONSULTANT acknowledge that CONSULTANT intends to establish a non-profit entity with the State of California for the purpose of providing the Services set forth in this Agreement.
- 10.2. Upon filing the appropriate documents with the State of California ("State") and obtaining an active status with the State, CONSULTANT may, with the written consent of AGENCY, assign this Agreement to the active non-profit entity referenced in Section
11. NONDISCRIMINATION: CONSULTANT represents that it is an equal opportunity employer and it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, physical condition, or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

12. ALTERATION: No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
13. ELIGIBILITY: Services and benefits shall be provided by CONSULTANT to individuals without reference to their religion, color, sex, national origin, age or physical or mental handicap.
14. LICENSE AND CERTIFICATION: CONSULTANT verifies upon execution of this Agreement, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A, and that services(s) will be performed by properly trained and licensed staff, including but not limited to, a certification from the United States Department of Housing and Urban Development (“HUD”) for homeownership counseling. CONSULTANT further agrees to maintain a valid not for profit status during all times under which this AGREEMENT continues.
15. CONFIDENTIALITY: CONSULTANT shall observe all Federal, State and County regulations concerning confidentiality of records. CONSULTANT shall refer all requests for information to AGENCY.
16. WORK PRODUCT: All reports, preliminary findings, or data assembled or compiled by CONSULTANT under this Agreement shall be the property of CONSULTANT who hereby grants the AGENCY a non-exclusive license to utilize such work product for the Agency’s homeownership programs. The AGENCY reserves the right to authorize others to use or reproduce such materials; provided, however, if AGENCY uses such materials in connection with another program in which the CONSULTANT is not involved, AGENCY agrees to

indemnify, defend and hold CONSULTANT harmless to the fullest extent allowed by law from and against any and all losses, liabilities, damages, actions, causes of action, costs and expenses, including, without limitation, reasonable attorneys' fees and costs incurred by CONSULTANT even in situations of active or passive negligence in such materials arising from or related to such other program. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct authorization of the Executive Director or an authorized designee.

17. PROFESSIONAL ACCREDITATION: CONSULTANT shall be credited, where appropriate, in any Project brochure, advertising and other promotional material. Further, CONSULTANT shall be entitled to receive appropriate awards for the Project, and shall have the right to include representations of the Project design, including photographs, in its promotional materials.

18. JURISDICTION, VENUE, ATTORNEY'S FEES: This Agreement is to be construed under the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Riverside, State of California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief is granted.

19. WAIVER: Any waiver by AGENCY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of the AGENCY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms hereof, or estopping AGENCY from enforcement hereof.

20. SEVERABILITY: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
21. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior or contemporaneous agreements of any kind or nature relating to the same shall be deemed to be merged herein. Any modifications to the terms of this Agreement must be in writing and signed by the parties herein.
22. SURVIVABILITY OF TERMS: Provisions of this Agreement that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Agreement.
23. NOTICES: All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid:

AGENCY

Emilio Ramirez
1325 Spruce Street, Suite 400
Riverside, CA 92507
FAX: 951.955.3422

CONSULTANT

Chris Sorenson
41-995 Calle Cedral
Temecula, CA 92592
FAX:

IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute this Agreement.

AGENCY
Redevelopment Agency for the County of
Riverside

CONSULTANT

Jeff Stone
Chairman, Board of Directors

Chris Sorenson

Date

Date

Approved as to Form
Pamela J. Walls
Agency Counsel

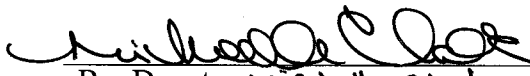
 7/13/09
By: Deputy Michelle Clock

EXHIBIT A

Mission Statement:

HELP's (Homeowner Educational Learning Program) mission is to demonstrate and teach high ethical standards for industries related to the practice of lending, title insurance, tax advice or other services related to home ownership.

HELP's Goals:

The stated goal of HELP is to protect the consumer and reward the professionals who desire to adhere to the accepted norms and laws of our society. We will create a new standard that both the public and private sector can agree on as the model for ethics and compliance.

Objectives:

We will meet these goals through the following objectives:

1. Education: RC's HELP will remain current on all changes that will be forthcoming from both private enterprise and regulatory agencies whose obvious goal mirrors that which HELP can achieve more effectively. HELP will deliver regular educational products to the consumer as well as industry focused on consumer and industry rights and responsibilities.
 - a. Consumer Education will include a one to one homeowner counseling scheduled by appointment and charged based on a sliding scale. Grant funding or funding from government entities will be pursued in order to offer as many free sessions as possible.
 - b. Industry Education will include certification for:
 - i. Attendance to seminars designed by RC's HELP including approved industry leaders on relevant topics of discussion such as government and business trends, rights and responsibilities of the consumer, changes in legislation, etc
 - ii. Attendance to monthly webinars focused on relevant topics of discussion
 - iii. An agreement will be signed by all certified professionals to adhere to a standard set of ethics and code of conduct in their profession.

Business Philosophy:

It is our philosophy that education, certification, and consumer protection are key to eliminating unethical practices in the mortgage industry.

Marketing Services:

HELP believes that there are a number of stakeholders whom would be interested in partnering with HELP to establish a standard for certification and also publicize the new certification process. This includes but is not limited to County government, city governments, trade organizations, unions, Chambers of Commerce, service groups and churches.

Industry Description:

HELP is a program that will be viable and useful to the public for many years to come. With the current crisis related to the economic downturn, HELP can serve to recreate the standards for the mortgage industry and create an environment where both the consumer and those in the business are educated and informed about their rights and responsibilities.

Legal form of ownership:

HELP will exist as a 501(C) 3 non-profit organization.

Products and Services

Services

HELP will offer a variety of services to benefit the public and its members.

Services will include but are not limited to:

1. HELP will provide one to one counseling for those who are interested in learning more about topics related to homeownership.
2. HELP will provide classes and counseling to residents of Riverside County, which will include information on the Agency's Homeownership Programs and the requirements to become eligible for such programs.
3. HELP will have both live and on-line class's available as well as video vinyets to offer quick tutorials on a myriad of subjects related to housing. Consumers need quick and easy access to answers they can trust. HELP will afford them this in the convenience of their home, with no pressure to do business with anyone.

4. For those who desire to receive it, an e-newsletter will be provided that reminds readers about potential scams, upcoming events and relevant statistical data which may affect decisions surrounding homeownership.
5. Recognition as a government sanctioned enterprise is the hallmark of HELP's success to date. Providing educational material and presentations in a manner which is easy to understand and well received has and will continue to set HELP apart from all other educational resources. Information, translated in multiple languages will ensure that a growing Hispanic population will be protected as well.
6. Certification: HELP will establish a certification brand that will be given to those professional groups who are certified for their websites, business cards, and other materials deemed appropriate. Certification Outline is as follows:
 - a. Two hours of ethics
 - b. Two hours of legal compliance
 - c. One hour of Code of Conduct
 - d. Four hours of lending and practical banking knowledge
 - e. Two hours of modification training
 - f. Two Hours of short sale training
 - g. Two hour Contractor training
 - h. Two Hour State Bar modification training
 - i. Each class will emphasize the need for cross training in order for both the Realtor and lender to be better aware of the others responsibilities. Not every class will be required. Contractors would not be required to attend a short sale class but would be encouraged to do so. This will be a one and a half day initial certification process.
 - j. Each class will have a twenty question test that must be passed with an 80% or higher grade.
 - k. Monthly webinars will be conducted and attendance will be required to disseminate critical information designed to both educate and stimulate the professional members.

Collaboration:

RC's HELP will remain a non-profit entity, working collaboratively with the County of Riverside to provide training, consumer protection and certification. Outsourcing education and a certification process for professionals voluntarily seeking said designation will reward professionals who "play by the rules" and will reduce enforcement cost currently born by the government.

Housing managers, while in desperate need of resources to assist their residents, are rightfully suspicious of any offer to help. Being fully recognized by the government seemingly eliminates all doubt that this, or any program, is for the public good. Utilizing a County's ability in many cases to reach out to their residents will continue to assist in spreading HELP's message and creating goodwill.

Problem Resolution:

Quick and easy remedies to disputes will reduce an overburdened court system that is reeling from minor disputes wherein, upfront expectations, set properly on both sides, would have prevented them from ever occurring. In short, professionals who are HELP certified will be continuously taught expectation management. "What to Expect" handouts would be designed and required of certified members to provide to the general public. As opposed to a consumer having to file a complaint with small claims, they would simply have to alert HELP as the certification source that one of its members did not fulfill their stated objectives. Since we teach, "If it's not in writing, it doesn't exist," the member would have to demonstrate that the concern/ complaint are unfounded. We would also rely on our relationship with local government as the legal expertise on this. If they cannot, we would encourage the member to refund monies and/ or demand it depending on individual circumstances. While at first glance this appears to be a potential burden, most circumstances that affect the housing industry are fairly egregious actions that are easily confirmed. While HELP is not the law, it will have the right to govern its members.

It is the objective of HELP to be a contractual resource for the benefit of the government's citizens and the professionals who serve them. In addition we are dedicated to partnering with the County of Riverside, as well as other groups and organizations, in an effort to create a demand for the HELP certification. We wish to create an environment in which the professionals who serve the public proudly point to their designation as verifiable proof that they are held to the highest of standards with accountability.

Finally, it is the objective of HELP, to use the far reaching credibility of the public sector to create value for all. A HELP certified professional who is found to have violated the public's trust will not only be removed from HELP's list of certified professionals, HELP will file complaints to the appropriate governing agency of said professional and will report to all contracted entities such that information through a means that is deemed appropriate by all parties involved.

EXHIBIT B

CHRIS TO PROVIDE A FEE RATE STRUCTURE