



**PHONE:** (510) 747-4300  
**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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**AGENDA**                    **REGULAR MEETING OF THE BOARD OF DIRECTORS**  
**DATE & TIME**           **Wednesday, February 21, 2024 - 6:31 PM**  
**LOCATION**

Independence Plaza, 703 Atlantic Avenue, Alameda - Ruth Rambeau Memorial Community Room

**PUBLIC PARTICIPATION** Public access to this meeting is available as follows:  
Join Zoom Meeting  
<https://us06web.zoom.us/j/83030077310?pwd=fv5xIYAEFr5k4f7GI6KQMDOK4vRw4g.1>

Meeting ID: 830 3007 7310  
Passcode: 790402

Persons wishing to address the Board of Directors are asked to submit comments for the public speaking portion of the Agenda as follows:

- Send an email with your comment(s) to [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org) and [vcooper@alamedahsg.org](mailto:vcooper@alamedahsg.org) prior to or during the Board of Directors meeting
- Call and leave a message at (510) 871-7435.

When addressing the Board, on agenda items or business introduced by Directors, members of the public may speak for a maximum of three minutes per agenda item when the subject is before the Board.

Persons in need of special assistance to participate in the meetings of the Alameda Affordable Housing Corporation Board of Directors, please contact (510) 747-4325 (voice), TTY/TRS: 711, or [jpolar@alamedahsg.org](mailto:jpolar@alamedahsg.org). Notification 48 hours prior to the meeting will enable the Alameda Affordable Housing Corporation Board of Directors to make reasonable arrangements to ensure accessibility or language assistance.

**PLEDGE OF ALLEGIANCE**

1. **ROLL CALL** - Board of Directors
2. **AB2449 COMPLIANCE** The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances." For Emergency Circumstances, the request must be



approved by a majority vote of the Board of Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to the need to appear remotely at the given meeting. Directors must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member's relationship with such individuals. Note: A Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AAHC within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

3. COMMISSIONER RECUSALS

4. Public Comment (Non-Agenda)

5. CONSENT CALENDER

Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Directors or a member of the public.

5.A. Approve Minutes of the Regular Board of Directors Meetings held December 20, 2023, and January 17, 2024. **Page 4**

5.B. Accept the AHA/AAHC non-LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through September 30, 2023. **Page 8**

5.C. Authorize the Executive Director to approve a contract between the Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation and Transystems Corporation for Relocation Services for a not to exceed amount of Five Hundred Thousand dollars and Zero cents (\$500,000.00) until February 28, 2027. **Page 23**

5.D. Approve the Budget for Removal and Replacement of (30) Exterior Elevated Balconies at Anne B. Diament Plaza. Authorize the Executive Director to Sign a Contract with AmOne Construction Not to exceed \$862,600. **Page 41**

6. AGENDA

6.A. Adopt the Alameda Affordable Housing Corporation Procurement Policy. **Page 44**

7. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

8. EXECUTIVE DIRECTOR'S COMMUNICATIONS

9. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

10. ADJOURNMENT OF REGULAR MEETING

11. AB2449 COMPLIANCE

\* \* \* Note \* \* \*

Documents related to this agenda are available for public inspection and copying at the Alameda Affordable Housing Corporation office, 701 Atlantic Avenue, during normal business hours.

KNOW YOUR RIGHTS UNDER THE Ralph M. Brown Act: Government's duty is to serve the public, reaching its decisions in full view of the public. The Board of Directors exists to



conduct the business of its constituents. Deliberations are conducted before the people and are open for the people's review.

In order to assist the Alameda Affordable Housing Corporation's efforts to accommodate persons with severe allergies, environmental illnesses, multiple chemical sensitivity or related disabilities, attendees at public meetings are reminded that other attendees may be sensitive to various chemical based products. Please help the Alameda Affordable Housing Corporation accommodate these individuals.





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**DRAFT MINUTES  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Wednesday, December 20, 2023**

PLEDGE OF ALLEGIANCE

Director Grob called the meeting to order at 8:17 p.m.

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Sidelnikov, Director Husby,  
Director Joseph-Brown, and Director Kaufman

Absent: Director Tamaoki

2. AB2449 COMPLIANCE The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to the need to appear remotely at the given meeting. Directors must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AAHC within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

Director Grob confirmed that five Directors were present in the noticed meeting room, located within the City of Alameda, and no Directors were attending via videoconference.

3. COMMISSIONER RECUSALS

None.



4. Public Comment (Non-Agenda)

None.

5. CONSENT CALENDER

Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Directors or a member of the public.

5.A. Approve Minutes of the Regular Board of Directors Meeting held September 20, 2023.

**Items accepted or adopted are indicated by an asterisk.**

Director Sidelnikov moved to accept the Consent Calendar items, and Director Joseph-Brown seconded. The motion passed unanimously.

Yes	5	Director Grob, Director Sidelnikov, Director Joseph-Brown, Director Joseph-Brown, and Director Kaufman
Absent	1	Director Tamaoki

6. AGENDA

N/A

7. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

None.

8. EXECUTIVE DIRECTOR'S COMMUNICATIONS

None.

9. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

None.

10. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at approximately 8:19 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Chair Grob, President  
Board of Directors





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**DRAFT MINUTES  
REGULAR MEETING OF THE BOARD OF DIRECTORS  
Wednesday, January 17, 2024**

**PLEDGE OF ALLEGIANCE**

Director Grob called the meeting to order at 7:42 p.m.

1. ROLL CALL - Board of Directors

Present: Director Grob, Director Sidelnikov, Director Husby,  
Director Joseph-Brown, and Director Kaufman and  
Director Tamaoki

2. AB2449 COMPLIANCE The Chair will confirm that there are 4 members in the same, properly noticed meeting room within the jurisdiction of the City of Alameda. Each board member who is accessing the meeting remotely must disclose verbally whether they are able to be remote under AB2449: (1) just cause (max. 2 per year), or (2) emergency circumstances.” For Emergency Circumstances, the request must be approved by a majority vote of the Board of Directors for the emergency circumstances to be used as a justification to participate remotely. Remote Directors must provide a general description of the circumstances relating to the need to appear remotely at the given meeting. Directors must also publicly disclose at the meeting, prior to any action, whether any other individuals 18 years or older are present in the room with the member at the remote location, and the general nature of the member’s relationship with such individuals. Note: A Director cannot participate in meetings of the Board of Directors solely by teleconference from a remote location for a period of more than 3 consecutive months or 20% of the regular meetings for AAHC within a calendar year, or more than 2 meetings if the Board of Directors regularly meets fewer than 10 times per calendar year.

Director Grob confirmed that four Directors were present in the noticed meeting room, located within the City of Alameda, and no Directors were attending via videoconference.

3. COMMISSIONER RECUSALS

None.

4. Public Comment (Non-Agenda)



None.

5. CONSENT CALENDER

Consent Calendar items are considered routine and will be approved or accepted by one motion unless a request for removal for discussion or explanation is received from the Board of Directors or a member of the public.

\*5.A. Approve to Write-off of Uncollectible Accounts Receivable from Former Tenants.

\*5.B. Ratify the final AAHTF loans, including State of CA matching funds, to Estuary I and Linnet Corner and Authorize the Executive Director, or her designee, to Negotiate and Execute the Loan Documents.

**Items accepted or adopted are indicated by an asterisk.**

Director Sidelnikov moved to accept the Consent Calendar items, and Director Joseph-Brown seconded. The motion passed unanimously.

Yes            6    Director Grob, Director Sidelnikov, Director Joseph-Brown,  
Director Joseph-Brown, Director Kaufman, and  
Director Tamaoki

6. AGENDA

N/A

7. ORAL COMMUNICATIONS, Non-Agenda (Public Comment)

N/A

8. EXECUTIVE DIRECTOR'S COMMUNICATIONS

N/A

9. DIRECTORS COMMUNICATIONS, (Communications from the Directors)

N/A

10. ADJOURNMENT OF REGULAR MEETING

Director Grob adjourned the meeting at approximately 7:44 p.m.

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Vanessa M. Cooper  
Secretary and Executive Director

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Chair Grob, President  
Board of Directors





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To: Board of Directors  
From: Bulbul Goswami, Director of Asset Management  
Prepared By: Bulbul Goswami, Director of Asset Management  
Date: February 21, 2024  
Re: Accept the AHA/AAHC non-LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through September 30, 2023.  
5.B.

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## **BACKGROUND**

The Housing Authority of the City of Alameda (AHA) and the Alameda Affordable Housing Corporation (AAHC) hold a portfolio of affordable housing stock. The cumulative unit count is 543 units, of which 47% house seniors and 53% house families. Most of the units are supported by Project-Based Voucher and Housing Choice Voucher rental subsidy programs and do not have hard debt.

AAHC's portfolio includes Anne B. Diamant Plaza (65 units), Independence Plaza (186 units), China Clipper Plaza (26 units), Eagle Village (36 units), Parrot Village (50 units), Esperanza (120 units), and Scattered Sites - Lincoln Willow (5 units), Stanford House (4 units), and Pulte Homes (18 units). The total number of units is 510.

AHA's portfolio includes Parrot Gardens (8 units) and Scattered Sites 1-Senior Condos (7 units), Mulberry Town Homes (4 units), Paru House (1 unit), Lincoln House (4 units), and Sherman House (9 units). The total number of units is 33.

Units owned by ICD and other properties with tax credits are reported in the ICD packet.

For the months of July 2023 to September 2023, the property management duties were contracted to FPI Management Company. The resident services were contracted to LifeSTEPS.

## **DISCUSSION**

This memo provides an overview of the AHA/ AAHC portfolio asset management fiscal year-to-date financial report through the month of September 2023. This report tracks performance per the budget and includes achievements, items of note, and upcoming events or changes. Please note the properties' fiscal year end is June 30 2024, and the figures used in this report





may change and not match the audit.

The properties faced some challenges last year including a transfer to a new property management.

- Budgets were carried forward from JSCO to FP with minimal changes. Staff expect a full zero-based budget for 2024-25.
- Due to the COVID moratorium portfolio has significant tenant delinquencies of \$777,606 in total as of September 30, 2023. Staff and FPI have worked through a systematic plan to get tenants on payment and to seek significant assistance. However, for many households facing a termination notice, rent cannot be collected so the delinquency numbers worsened before getting better.
- Total Operating Revenue: \$3,239,370 was 15% lower than budgeted \$3,819,791, there were a higher than usual outstanding vacant units that took longer than expected to be filled, which resulted in higher vacancy loss costs. Staff and FPI are working to reduce the time to lease.
- Rent increases were also not sent in a timely manner for some sites by the prior property management company JSCO and, as such, the tenant revenue and subsidy revenue does not cover the full amount of Gross Potential Rent allowed by the affordability agreements. Regular rent increase submission has restarted under FPI in the fall and will continue monthly.
- In regards to the Operating Expenses, overall expenses are 16% lower than budgeted. The properties were short-staffed for some time, lowering the payroll expenses for most properties for this period.
- The NOI overall is 15% lower than the budget.

### **Statements that apply to all properties:**

- The financials are for three months only. Therefore, annualized numbers are a little skewed.
- Operating Revenue - Includes tenant rent, rental subsidy (HAP), vacancy loss, laundry income, and interest on accounts.
- Tenant Account Receivable and Subsidy Receivables. Property Management and Resident Services assist residents with applying for assistance and repayment agreements.
- Operating Expense - Includes marketing, administrative, property management fees, salaries and benefits, utilities, operating and maintenance, taxes and insurance, and resident services.
- Net Operating Income (NOI) - Operating Revenue minus Operating Expense.
- Total Net Cash Flow will be distributed in accordance with the loan and regulatory agreements.
- Occupancy rate is as of September 30, 2023.

### **Anne B Diament Plaza (65 units)**

- Operating Revenue is \$382,496, which is 2% (\$7,996) lower than budget.
- Occupancy is 98% (1 vacant unit).



- Tenant Revenue is \$115,003 and Subsidy Revenue is \$302,276 vs. budget \$302,276 and \$277,446 respectively.
- Tenant Accounts Receivable is \$26,294 and Subsidy Receivable is \$7,362.
- Operating Expenses are \$69,532, which is 58% (113,882) lower than budget due to lower payroll and administrative costs as a result of vacant positions and for a significant reduction in Operating and maintenance costs. Staff expect this to pick up in the fourth quarter as permanent maintenance was hired.
- Net Operating Income (NOI) is \$312,964, which is 38% (\$86,686) higher than budget, which is mainly due to a 50% drop in Operating Costs as described above.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$312,964.

### **Independence Plaza (186 units)**

- Operating Revenue is \$772,436, which is 30% (\$328,980) lower than budget mainly due to not receiving the CIC payment (other income) until January 2024, and for a large number in Accounts Receivable.
- Occupancy is 98% (4 vacant units).
- Tenant Revenue is \$729,100 and Subsidy Revenue is \$342,945 vs. Budget \$446,952 and \$302,155 respectively.
- Tenant Account Receivable is \$102,664 and Subsidy Receivable is \$3,455.
- Operating Expenses are \$299,644 which is 7% (\$21,727) lower than budget.
- Net Operating Income (NOI) is \$472,792, which is 39% (\$307,253) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$194,274 and \$12,033. Debt Service Coverage Ratio is 2.37.
- Total Net Cash Flow is \$266,485.

### **China Clipper Plaza (26 units)**

- Operating Revenue is \$155,027, which is 2% (\$2,405) higher than budgeted amount.
- Occupancy is 100% (0 vacant unit).
- Tenant Revenue is \$51,848 and Subsidy Revenue is \$109,858 vs. budget \$47,598 and \$115,287 respectively.
- Tenant Account Receivable is \$13,780 and Subsidy Receivable is \$1,799.
- Operating Expenses are \$47,902, which is 31% (\$21,988) lower than budget, which is mainly due to missing payments in utilities, and in taxes and insurance.
- Net Operating Income (NOI) is \$317,685, which is 40% (\$91,408) higher than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$317,685.

### **Eagle Village (36 units)**

- Operating Revenue is \$279,556, which is 2% (\$4,631) lower than budget.
- Occupancy is 94% (2 vacant units).



- Tenant Revenue is \$70,927 and Subsidy Revenue is \$218,021 vs. budget \$63,827 and \$233,070.
- Tenant Account Receivable is \$13,796 and Subsidy Receivable is \$8,049.
- Operating Expenses are \$49,030, which is 49% (\$47,526) lower than budget mainly due to reduced staffing, and operating & maintenance costs.
- Net Operating Income (NOI) is \$230,526, which is 23% (\$42,895) higher than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$46,848 and \$6,375. Debt Service Coverage Ratio is 4.78.
- Total Net Cash Flow is \$177,303.

### **Parrot Village (50 units)**

- Operating Revenue is \$362,752, which is 20% (\$91,003) lower than budget due to a long standing vacant units.
- Occupancy is 86% (7 vacant units).
- Tenant Revenue is \$94,426 and Subsidy Revenue is \$301,124 vs. budget \$114,837 and \$346,128 respectively.
- Tenant Account Receivable is \$317,219 and Subsidy Receivable is \$824.
- Operating Expenses are \$174,733, which is 14% (\$21,148) higher than budget; this is primarily due to increases in repairs and maintenance including planned exterior siding repairs and refurbishing vacant units.
- Net Operating Income (NOI) is \$188,019, which is 37% (\$112,151) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$64,695 and \$6,375. Debt Service Coverage Ratio is 2.81.
- Total Net Cash Flow is \$22,076.

### **Parrot Gardens (8 units)**

- Operating Revenue is \$28,684, which is 46% (\$24,339) lower than budget. Most of these units were subject to termination and for those units rent was not being collected in September.
- Occupancy is 100% (0 vacant unit). Note: one unit is used for a management office and one for staff housing.
- Tenant Revenue is \$46,241 and Subsidy Revenue is \$25,511 vs. budget \$17,211 and \$40,269.
- Tenant Account Receivable is \$23,588 and Subsidy Receivable is \$2,043.
- Operating Expenses are \$16,656, which is 35% (\$8,782) lower than budget.
- Net Operating Income (NOI) is \$12,028, which is 56% (\$15,557) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$0.
- Total Net Cash Flow is \$11,201.

### **Esperanza (120 units)**



- Operating Revenue is \$991,084, which is 7% (\$71,977) lower than budget.
- Occupancy is 97% (3 vacant units).
- Tenant Revenue is \$253,816 and Subsidy Revenue is \$786,898 vs. budget \$234,771 and \$869,556.
- Tenant Account Receivable is \$225,828 and Subsidy Receivable is \$9,088.
- Operating Expenses are \$282,590, which is 6% (\$18,029) lower than budget.
- Net Operating Income (NOI) is \$708,494, which is 7% (\$53,948) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are \$246,936 and \$9,150. Debt Service Coverage Ratio is 2.83.
- Total Net Cash Flow is \$399,350.

#### **AHA Scattered Sites (25 units)**

- Operating Revenue is \$152,731, which is 6% (\$9,415) lower than budget.
- Occupancy is 100% (0 vacant units).
- Tenant Revenue is \$13,059 and Subsidy Revenue is \$115,373 vs. budget \$46,299 and \$117,831.
- Tenant Accounts Receivable is \$22,708 and Subsidy Receivable is \$0.
- Operating Expenses are \$79,039, which is on budget.
- Net Operating Income is \$73,692, which is 12% (\$9,596) lower than budget.
- Mandatory hard debt service and reserve deposit requirements are zero.
- Total Net Cash Flow is \$69,460.

#### **AHC Scattered Sites (27 units)**

- Operating Revenue is \$114,604, which is 30% (\$48,968) lower than budget mainly due to higher vacancy loss and Tenant Account Receivable.
- Occupancy is 85% (4 vacant units).
- Tenant Revenue is \$110,607 and Subsidy Revenue is \$66,622 vs. budget \$76,485 and \$92,481.
- Tenant Account Receivable is \$31,729 and Subsidy Receivable is negative \$327.
- Operating Expenses are \$71,190, which is 22% (20,617) lower than budget, mainly due to lower admin expenses.
- Net Operating Income is \$43,414, which is 40% (\$28,351) lower than the budget.
- Mandatory hard debt service and reserve deposit requirements are zero.
- Total Net Cash Flow is \$16,796

#### **FISCAL IMPACT**

The properties are generally cash flowing positively and the NOI overall is 15% lower than the budget. Continued efforts to collect tenant receivables and to fill units in a timely manner should help with lower-than-expected income going forward. In addition, PBVs vacancy loss payments for 2023 were not paid until January 2024. It will show as an income in later financial reports. On the expense side, FPI has been directed to replace temporary site staff



with permanent staff to reduce staff cost overruns. Staff are also working with FPI to ensure payables are paid more timely. In January, a certain amount of bad debt was also approved to be written off by the board.

**CEQA**

N/A

**RECOMMENDATION**

Accept the AHA/AAHC non-LIHTC Portfolio Asset Management Fiscal Year to Date Financial Report through September 30, 2023.

**ATTACHMENTS**

1. July-Sept 2023 Financial Report for Non-LIHTC Properties\_Final\_2.8

Respectfully submitted,  
Bulbul Biswas Goswami  
Bulbul Goswami, Director of Asset Management



## Independence Plaza

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 729,100	\$ 446,952	\$ 282,148	63%	\$ 15,680
Subsidy Revenue	\$ 342,945	\$ 302,155	\$ 40,790	13%	\$ 7,375
Vacancy Loss	\$ (31,494)	\$ (14,908)	\$ (16,586)	111%	\$ (677)
Accounts Receivable	\$ (275,351)	\$ (4,483)	\$ (270,868)	NA	\$ (5,922)
Other Income	\$ 7,236	\$ 367,217	\$ (359,981)	-98%	\$ 156
<b>Total Operating Revenue</b>	<b>\$ 772,436</b>	<b>\$ 1,096,933</b>	<b>\$ (324,497)</b>	<b>-30%</b>	<b>\$ 16,612</b>
			\$ -		
Administrative Expenses	\$ 51,090	\$ 85,449	\$ (34,359)	-40%	\$ 1,099
Utilities Expense	\$ 57,679	\$ 69,422	\$ (11,743)	-17%	\$ 1,240
Operating and Maintenance	\$ 119,086	\$ 111,499	\$ 7,587	7%	\$ 2,561
Taxes and Insurance	\$ 49,460	\$ 43,665	\$ 5,795	13%	\$ 1,064
Resident Services	\$ 22,329	\$ 11,336	\$ 10,993	97%	\$ 480
<b>Total Operating Expenses</b>	<b>\$ 299,644</b>	<b>\$ 321,371</b>	<b>\$ (21,727)</b>	<b>-7%</b>	<b>\$ 6,444</b>
 <b>Net Operating Income</b>	 <b>\$ 472,792</b>	 <b>\$ 775,562</b>	 <b>\$ (302,770)</b>	 <b>-39%</b>	 <b>\$ 10,168</b>
 <b>Replacement Reserves</b>	 \$ 12,033				
<b>Debt Service</b>	\$ 194,274				
 <b>Net Cash Flow</b>	 <b>\$ 266,485</b>	 <b>\$ 569,255</b>	 <b>\$ (302,770)</b>	 <b>-53%</b>	 <b>\$ 5,731</b>
 <b>Debt Service Coverage Ratio</b>	 2.37				
 Operating Expense PUPY	 \$ 6,444	 \$ 6,911			
Operating Expense PUPM	\$ 2,148	\$ 2,304			
 Number of Units	 186				
Months In YTD	3				

## Anne B. Diament

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 115,003	\$ 118,989	\$ (3,986)	-3%	\$ 7,077
Subsidy Revenue	\$ 302,276	\$ 277,446	\$ 24,830	9%	\$ 18,602
Vacancy Loss	\$ (15,488)	\$ (7,929)	\$ (7,559)	95%	\$ (953)
Accounts Receivable	\$ (22,202)	\$ 0	\$ (22,202)	NA	\$ (1,366)
Other Income	\$ 2,907	\$ 1,986	\$ 921	46%	\$ 179
<b>Total Operating Revenue</b>	<b>\$ 382,496</b>	<b>\$ 390,492</b>	<b>\$ (7,996)</b>	<b>-2%</b>	<b>\$ 23,538</b>
Administrative Expenses	\$ 19,247	\$ 40,784	\$ 21,537	53%	\$ 1,184
Utilities Expense	\$ 6,654	\$ 38,031	\$ 31,377	83%	\$ 409
Operating and Maintenance	\$ 23,926	\$ 53,230	\$ 29,304	55%	\$ 1,472
Taxes and Insurance	\$ 17,101	\$ 24,369	\$ 7,268	30%	\$ 1,052
Resident Services	\$ 2,604	\$ 7,800	\$ 5,196	67%	\$ 160
<b>Total Operating Expenses</b>	<b>\$ 69,532</b>	<b>\$ 164,214</b>	<b>\$ 94,682</b>	<b>58%</b>	<b>\$ 4,279</b>
<b>Net Operating Income</b>	<b>\$ 312,964</b>	<b>\$ 226,278</b>	<b>\$ 86,686</b>	<b>38%</b>	<b>\$ 19,259</b>
<b>Replacement Reserves</b>	N/A	N/A			
<b>Debt Service</b>	N/A	N/A			
<b>Net Cash Flow</b>	<b>\$ 312,964</b>	<b>\$ 226,278</b>	<b>\$ 86,686</b>	<b>38%</b>	<b>\$ 19,259</b>
<b>Debt Service Coverage Ratio</b>	N/A	N/A			
Operating Expense PUPY	\$ 4,279	\$ 10,105			
Operating Expense PUPM	\$ 1,426	\$ 3,368			
Number of Units	65				
Months In YTD	3				

## China Clipper

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 51,848	\$ 47,598	\$ 4,250	9%	\$ 7,977
Subsidy Revenue	\$ 109,858	\$ 115,287	\$ (5,429)	-5%	\$ 16,901
Vacancy Loss	\$ -	\$ (3,258)	\$ 3,258	-100%	\$ -
Accounts Receivable	\$ (2,355)	\$ -	\$ (2,355)	NA	\$ (362)
Other Income	\$ (4,324)	\$ (7,005)	\$ 2,681	-38%	\$ (665)
<b>Total Operating Revenue</b>	<b>\$ 155,027</b>	<b>\$ 152,622</b>	<b>\$ 2,405</b>	<b>2%</b>	<b>\$ 23,850</b>
Administrative Expenses	\$ 13,767	\$ 16,082	\$ 2,315	14%	\$ 2,118
Utilities Expense	\$ (70)	\$ 13,661	\$ 13,731	101%	\$ (11)
Operating and Maintenance	\$ 24,842	\$ 20,984	\$ (3,858)	-18%	\$ 3,822
Taxes and Insurance	\$ 8,220	\$ 14,592	\$ 6,372	44%	\$ 1,265
Resident Services	\$ 1,142	\$ 4,569	\$ 3,427	75%	\$ 176
<b>Total Operating Expenses</b>	<b>\$ 47,902</b>	<b>\$ 69,890</b>	<b>\$ 21,988</b>	<b>31%</b>	<b>\$ 7,370</b>
<b>Net Operating Income</b>	<b>\$ 317,685</b>	<b>\$ 226,277</b>	<b>\$ 91,408</b>	<b>40%</b>	<b>\$ 48,875</b>
<b>Replacement Reserves</b>	N/A	N/A			
<b>Debt Service</b>	N/A	N/A			
<b>Net Cash Flow</b>	<b>\$ 317,685</b>	<b>\$ 226,277</b>	<b>\$ 91,408</b>	<b>40%</b>	<b>\$ 48,875</b>
<b>Debt Service Coverage Ratio</b>	N/A	N/A			
Operating Expense PUPY	\$ 7,370	\$ 10,752			
Operating Expense PUPM	\$ 2,457	\$ 3,584			
Number of Units	26				
Months In YTD	3				



## Eagle Village

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 70,927	\$ 63,827	\$ (7,100)	-11%	\$ 7,881
Subsidy Revenue	\$ 218,021	\$ 233,070	\$ 15,049	6%	\$ 24,225
Vacancy Loss	\$ (9,779)	\$ (5,934)	\$ 3,845	-65%	\$ (1,087)
Accounts Receivable	\$ (4,157)	\$ (7,936)	\$ (3,779)	48%	\$ (462)
Other Income	\$ 4,544	\$ 1,160	\$ (3,384)	-292%	\$ 505
<b>Total Operating Revenue</b>	<b>\$ 279,556</b>	<b>\$ 284,187</b>	<b>\$ 4,631</b>	<b>2%</b>	<b>\$ 31,062</b>
Administrative Expenses	\$ 22,604	\$ 43,058	\$ 20,454	48%	\$ 2,512
Utilities Expense	\$ 16,034	\$ 22,891	\$ 6,857	30%	\$ 1,782
Operating and Maintenance	\$ 2,885	\$ 17,753	\$ 14,868	84%	\$ 321
Taxes and Insurance	\$ 7,507	\$ 12,854	\$ 5,347	42%	\$ 834
Resident Services	\$ -	\$ -	\$ -		
<b>Total Operating Expenses</b>	<b>\$ 49,030</b>	<b>\$ 96,556</b>	<b>\$ 47,526</b>	<b>49%</b>	<b>\$ 5,448</b>
<b>Net Operating Income</b>	<b>\$ 230,526</b>	<b>\$ 187,631</b>	<b>\$ (42,895)</b>	<b>-23%</b>	<b>\$ 25,614</b>
<b>Replacement Reserves</b>	<b>\$ 6,375</b>	<b>\$ -</b>	<b>\$ (6,375)</b>		<b>\$ 708</b>
<b>Debt Service</b>	<b>\$ 46,848</b>	<b>\$ 24,782</b>	<b>\$ (22,066)</b>	<b>-89%</b>	<b>\$ 5,205</b>
<b>Net Cash Flow</b>	<b>\$ 177,303</b>	<b>\$ 162,849</b>	<b>\$ (14,454)</b>	<b>-9%</b>	<b>\$ 19,700</b>
<b>Debt Service Coverage Ratio</b>	<b>4.78</b>	<b>7.57</b>			
Operating Expense PUPM	\$ 454	\$ 894			
Operating Expense PUPY	\$ 5,448	\$ 10,728			
Number of Units	36				
Months In YTD	3				

## Parrot Village

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 140,835	\$ 114,837	\$ (25,998)	-23%	\$ 11,267
Subsidy Revenue	\$ 301,124	\$ 346,128	\$ 45,004	13%	\$ 24,090
Vacancy Loss	\$ (64,767)	\$ (9,219)	\$ 55,548	-603%	\$ (5,181)
Accounts Receivable	\$ (13,670)	\$ (864)	\$ 12,806	NA	\$ (1,094)
Other Income	\$ (770)	\$ 2,873	\$ 3,643	127%	\$ (62)
<b>Total Operating Revenue</b>	<b>\$ 362,752</b>	<b>\$ 453,755</b>	<b>\$ 91,003</b>	<b>20%</b>	<b>\$ 29,020</b>
Administrative Expenses	\$ 42,839	\$ 37,343	\$ (5,496)	-15%	\$ 3,427
Utilities Expense	\$ 17,535	\$ 44,438	\$ 26,903	61%	\$ 1,403
Operating and Maintenance	\$ 89,680	\$ 48,704	\$ (40,976)	-84%	\$ 7,174
Taxes and Insurance	\$ 22,612	\$ 17,109	\$ (5,503)	-32%	\$ 1,809
Resident Services	\$ 2,067	\$ 5,991	\$ 3,924	65%	\$ 165
<b>Total Operating Expenses</b>	<b>\$ 174,733</b>	<b>\$ 153,585</b>	<b>\$ (21,148)</b>	<b>-14%</b>	<b>\$ 13,979</b>
<b>Net Operating Income</b>	<b>\$ 188,019</b>	<b>\$ 300,170</b>	<b>\$ 112,151</b>	<b>37%</b>	<b>\$ 15,042</b>
<b>Replacement Reserves</b>	\$ 6,375	\$ 6,375			
<b>Debt Service</b>	\$ 64,695	\$ 34,179			
<b>Capital Expense + Tenant Relocation</b>	\$ 94,873	\$ -			
<b>Net Cash Flow</b>	<b>\$ 22,076</b>	<b>\$ 259,616</b>			
<b>Debt Service Coverage Ratio</b>	2.81	7.60			
Operating Expense PUPM	\$ 1,165	\$ 1,024			
Operating Expense PUPY	\$ 13,979	\$ 12,287			
Number of Units	50				
Months In YTD	3				

## Parrot Gardens

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 46,241	\$ 17,211	\$ (29,030)	-169%	\$ 23,121
Subsidy Revenue	\$ 25,511	\$ 40,269	\$ 14,758	37%	\$ 12,756
Vacancy Loss	\$ -	\$ (3,449)	\$ (3,449)	100%	\$ -
Accounts Receivable	\$ (14,926)	\$ (7,158)	\$ 7,768	-109%	\$ (7,463)
Other Income	\$ (28,142)	\$ 6,150	\$ 34,292	558%	\$ (14,071)
<b>Total Operating Revenue</b>	<b>\$ 28,684</b>	<b>\$ 53,023</b>	<b>\$ 24,339</b>	<b>46%</b>	<b>\$ 14,342</b>
Administrative Expenses	\$ 6,070	\$ 5,179	\$ (891)	-17%	\$ 3,035
Utilities Expense	\$ 3,790	\$ 9,562	\$ 5,772	60%	\$ 1,895
Operating and Maintenance	\$ 4,161	\$ 6,806	\$ 2,645	39%	\$ 2,081
Taxes and Insurance	\$ 2,139	\$ 3,273	\$ 1,134	35%	\$ 1,070
Resident Services	\$ 496	\$ 618	\$ 122	20%	\$ 248
<b>Total Operating Expenses</b>	<b>\$ 16,656</b>	<b>\$ 25,438</b>	<b>\$ 8,782</b>	<b>35%</b>	<b>\$ 8,328</b>
<b>Net Operating Income</b>	<b>\$ 12,028</b>	<b>\$ 27,585</b>	<b>\$ 15,557</b>	<b>56%</b>	<b>\$ 6,014</b>
<b>Replacement Reserves</b>	None				
<b>Debt Service</b>	None				
<b>Capital Expense</b>	\$ 827	\$ -	\$ (827)		\$ 414
<b>Net Cash Flow</b>	<b>\$ 11,201</b>	<b>\$ 27,585</b>	<b>\$ 16,384</b>	<b>59%</b>	<b>\$ 5,601</b>
<b>Debt Service Coverage Ratio</b>	N/A				
Operating Expense PUPM	\$ 694	\$ 1,060			
Operating Expense PUPY	\$ 8,328	\$ 12,719			
Number of Units	8 (6+1 MGR+1 OFF)				
Months In YTD	3				

## Esperanza Apartments

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 253,816	\$ 234,771	\$ 19,045	8%	\$ 8,461
Subsidy Revenue	\$ 786,898	\$ 869,556	\$ (82,658)	-10%	\$ 26,230
Vacancy Loss	\$ (34,972)	\$ (33,130)	\$ (1,842)	6%	\$ (1,166)
Accounts Receivable	\$ (2,573)	\$ (10,906)	\$ 8,333	-76%	\$ (86)
Other Income	\$ (12,085)	\$ 2,770	\$ (14,855)	-536%	\$ (403)
<b>Total Operating Revenue</b>	<b>\$ 991,084</b>	<b>\$ 1,063,061</b>	<b>\$ (71,977)</b>	<b>-7%</b>	<b>\$ 33,036</b>
Administrative Expenses	\$ 62,552	\$ 68,988	\$ (6,436)	-9%	\$ 2,085
Utilities Expense	\$ 47,691	\$ 79,955	\$ (32,264)	-40%	\$ 1,590
Operating and Maintenance	\$ 117,302	\$ 87,214	\$ 30,088	34%	\$ 3,910
Taxes and Insurance	\$ 48,915	\$ 50,684	\$ (1,769)	-3%	\$ 1,631
Resident Services	\$ 6,130	\$ 13,778	\$ (7,648)	-56%	\$ 204
<b>Total Operating Expenses</b>	<b>\$ 282,590</b>	<b>\$ 300,619</b>	<b>\$ (18,029)</b>	<b>-6%</b>	<b>\$ 9,420</b>
<b>Net Operating Income</b>	<b>\$ 708,494</b>	<b>\$ 762,442</b>	<b>\$ (53,948)</b>	<b>-7%</b>	<b>\$ 23,616</b>
<b>Replacement Reserves</b>	\$ 9,150	\$ -	\$ 9,150		\$ 305
<b>Debt Service</b>	\$ 246,936	\$ 173,604	\$ 73,332	42%	\$ 8,231
<b>Capital Expense</b>	\$ 53,058	\$ -	\$ 53,058		\$ 1,769
<b>Net Cash Flow</b>	<b>\$ 399,350</b>	<b>\$ 588,838</b>	<b>\$ (189,488)</b>	<b>-32%</b>	<b>\$ 13,312</b>
<b>Debt Service Coverage Ratio</b>	2.83	4.39	\$ (2)	-36%	
Operating Expense PUPM	\$ 785	\$ 835	\$ (50)	-6%	
Operating Expense PUPY	\$ 9,420	\$ 10,021	\$ (601)	-6%	
Number of Units	120				
Months In YTD	3				

### AHA-Scattered Sites

	Actual	Budget	Difference (\$)	Difference (%)	PUPY
Rental Revenue	\$ 13,059	\$ 46,299	\$ 33,240	72%	\$ 2,089
Subsidy Revenue	\$ 115,373	\$ 117,831	\$ 2,458	2%	\$ 18,460
Vacancy Loss	\$ -	\$ (3,283)	\$ (3,283)	100%	\$ -
Gain/Loss to Lease	\$ 22,298	\$ 644	\$ (21,654)	NS	\$ 3,568 large amount of vouchers?
Other Income	\$ 2,001	\$ 655	\$ (1,346)	-205%	\$ 320
<b>Total operating Revenue</b>	<b>\$ 152,731</b>	<b>\$ 162,146</b>	<b>\$ 9,415</b>	<b>6%</b>	<b>\$ 24,437</b>
Administrative Expenses	\$ 73,451	\$ 42,194	\$ (31,257)	-74%	\$ 11,752
Utilities Expense	\$ 854	\$ 6,625	\$ 5,771	87%	\$ 137
Operating and Maintenance	\$ 1,036	\$ 17,528	\$ 16,492	94%	\$ 166
Taxes and Insurance	\$ 3,698	\$ 12,511	\$ 8,813	70%	\$ 592
Resident Services					
<b>Total Operating Expenses</b>	<b>\$ 79,039</b>	<b>\$ 78,858</b>	<b>\$ (181)</b>	<b>0%</b>	<b>\$ 12,646</b>
<b>Net Operating Income</b>	<b>\$ 73,692</b>	<b>\$ 83,288</b>	<b>\$ 9,596</b>	<b>12%</b>	<b>\$ 11,791</b>
<b>Replacement Reserves</b>					
<b>Debt Service</b>					
Capital Expense	\$ 4,232	\$ -	\$ (4,232)		\$ 677
<b>Net Cash Flow</b>	<b>\$ 69,460</b>	<b>\$ 83,288</b>	<b>\$ 13,828</b>	<b>17%</b>	<b>\$ 11,114</b>
<b>Debt Service Coverage Ratio</b>					
Operating Expense PUPM	\$ 1,054				
<b>Operating Expense PUPY</b>	<b>\$ 12,646</b>				
<b>Number of Units</b>	<b>25</b>				
Months In YTD	3				

**AAHC-Scattered Sites**

	Actual	Budget	Difference (\$)	Difference (%)	PUPY	
Rental Revenue	\$ 110,607	\$ 76,485	\$ 34,122	45%	\$ 16,386	
Subsidy Revenue	\$ 66,622	\$ 92,481	\$ (25,859)	-28%	\$ 9,870	
Vacancy Loss	\$ (36,995)	\$ (8,448)	\$ (28,547)	338%	\$ (5,481)	
Accounts Receivable	\$ (24,935)	\$ 2,399	\$ (27,334)	-1139%	\$ (3,694)	
Other Income	\$ (695)	\$ 655	\$ (1,350)	-206%	\$ (103)	
<b>Total operating Revenue</b>	<b>\$ 114,604</b>	<b>\$ 163,572</b>	<b>\$ (48,968)</b>	<b>-30%</b>	<b>\$ 16,978</b>	
Administrative Expenses	\$ 36,184	\$ 54,445	\$ (18,261)	-34%	\$ 5,361	
Utilities Expense	\$ 17,119	\$ 6,200	\$ 10,919	176%	\$ 2,536	
Operating and Maintenance	\$ 10,159	\$ 15,890	\$ (5,731)	-36%	\$ 1,505	
Taxes and Insurance	\$ 7,017	\$ 13,219	\$ (6,202)	-47%	\$ 1,040	
Resident Services	\$ 711	\$ 2,053	\$ (1,342)	-65%	\$ 105	
<b>Total Operating Expenses</b>	<b>\$ 71,190</b>	<b>\$ 91,807</b>	<b>\$ (20,617)</b>	<b>-22%</b>	<b>\$ 10,547</b>	
<b>Net Operating Income</b>	<b>\$ 43,414</b>	<b>\$ 71,765</b>	<b>\$ (28,351)</b>	<b>-40%</b>	<b>\$ 6,432</b>	
<b>Replacement Reserves</b>						
<b>Debt Service</b>						
<b>Capital Expense</b>	\$ 26,618	\$ -	\$ 26,618		\$ 3,943	carpet and flooring Appliance replacement
<b>Net Cash Flow</b>	<b>\$ 16,796</b>	<b>\$ 71,765</b>	<b>\$ (54,969)</b>	<b>-77%</b>	<b>\$ 2,488</b>	Water mitigation Sounds like a big leak at one of the sites?
<b>Debt Service Coverage Ratio</b>						
Operating Expense PUPM	\$ 879					
<b>Operating Expense PUPY</b>	<b>\$ 10,547</b>					
<b>Number of Units</b>	<b>27</b>					
Months In YTD	3					



**PHONE:** (510) 747-4300  
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**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Board of Directors  
From: Radha Mehta, Management Analyst  
Prepared By: Radha Mehta, Management Analyst

Date: February 21, 2024

Re: Authorize the Executive Director to approve a contract between the Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation and Transystems Corporation for Relocation Services for a not to exceed amount of Five Hundred Thousand dollars and Zero cents (\$500,000.00) until February 28, 2027.  
5.C.

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## **BACKGROUND**

In May 2023, the Housing Authority of the City of Alameda (AHA) presented its Faircloth-to-RAD approach to the Board of Commissioners and received approval to expend its 120-unit Faircloth limit and undergo the Faircloth-to-RAD process at Independence Plaza. On June 21, 2023, the Board of Commissioners approved the necessary steps to complete Faircloth-to-RAD application process, including procurement of specialized relocation services.

On August 21, 2023, the AHA released a Request for Proposals (RFP) seeking an experienced consultant to serve as Relocation Specialist and Move Coordinator to assist AHA and Property Managers. The procurement included services at Independence Plaza and also other AHA property portfolio on an as-needed basis. The services requires consultants to provide necessary and required relocation assistance to impacted tenants and households.

## **DISCUSSION**

On September 28, 2023, AHA received proposals from four firms; 360 Relocation Consultants, Transystems, Autotemp, and RSG. The firms were reviewed based on experience, approach to the project, quality of services and cost proposal. The evaluation committee reviewed the proposals and determined three of the firms to have satisfactorily met the RFP requirements. Three firms were invited to an interview with the evaluation committee in November, 2023 to discuss approach to the project, relevant experience, and any clarifying questions the committee still had after reviewing the proposals. Based on the evaluation of proposals and the interviews, staff recommends awarding the relocation services contract to Transystems Corporation of an amount not to exceed \$500,000.



The cost proposal from Transystems charges between \$3,300 to \$3,820 per household for relocation and coordination services. The services would include:

- Project management and consulting hours related to individual cases
- Initial tenant interview
- Needs assessment
- Identification and coordination of temporary housing
- Assistance with moving and storage
- Payment of relocation assistance benefits

The \$500,000 contract amount would be sufficient to cover the relocation services required at Independence Plaza, as well as other AHA properties on an as-needed basis. Per the AHA's Procurement Policy, any contract greater than \$250,000 or any firm whose cumulative contracts are greater than \$250,000 must receive Board approval.

### **FISCAL IMPACT**

It is intended that all costs under this contract will be recouped through other sources. Reimbursement for relocation costs will be requested of insurance, individual properties, or from recapitalization proceeds as available.

### **CEQA**

Not applicable.

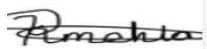
### **RECOMMENDATION**

Authorize the Executive Director to approve a contract between the Housing Authority of the City of Alameda, Alameda Affordable Housing Corporation and Transystems Corporation for Relocation Services for a not to exceed amount of Five Hundred Thousand dollars and Zero cents (\$500,000.00) until February 28, 2027.

### **ATTACHMENTS**

1. Transystems Consultant Services Agreement

Respectfully submitted,



Radha Mehta, Management Analyst





**CONSULTANT SERVICES AGREEMENT**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_ 2024, by and between HOUSING AUTHORITY OF THE CITY OF ALAMEDA, its affiliates Alameda Affordable Housing Corporation and Island City Development, a nonprofit public body corporate and politic (hereinafter referred to as "AHA"), and Overland, Pacific and Cutler, LLC, a Division of TranSystems (a California corporation) whose address is 5000 Airport Plaza Drive, Suite 250, Long Beach, CA 90815 (hereinafter referred to as Consultant), is made with reference to the following:

**RECITALS:**

A. AHA is a public body, corporate and politic, duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California.

B. Consultant is specially trained, experienced and competent to perform the special services which will be required by this Agreement; and

C. Consultant possesses the skill, experience, ability, background, applicable certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.

D. AHA and Consultant desire to enter into an agreement for Relocation Specialist and Move Coordinator services.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. **TERM:**

The time for Completion shall be by February 28, 2027, (the "Completion Date"), unless terminated earlier as set forth herein.

2. **SERVICES TO BE PERFORMED:**

Consultant shall perform services according to the schedule set forth in Exhibit "A" which is attached hereto and incorporated herein by this reference.

3. **COMPENSATION TO CONSULTANT:**

AHA agrees to compensate Consultant pursuant to the terms and conditions of this Agreement only for the performance, to the reasonable satisfaction of AHA, of those tasks which take place during the term of this Agreement. AHA will not be obligated to compensate Consultant for any work, services, or functions performed by Consultant which do not arise directly from the performance of tasks relating to the Scope of Services as outlined in Exhibit A, and according to the Fee Schedule set forth in Exhibit B. AHA shall pay Consultant within thirty (30) days receipt of Consultant's properly submitted invoice.

Total compensation under this contract will not exceed \$500,000.

4. **TIME IS OF THE ESSENCE:**

Consultant and AHA agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Consultant agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the AHA nor have any contractual relationship with AHA.

6. **INDEPENDENT PARTIES:**

AHA and Consultant intend that the relationship between them created by this Agreement is that of employer-independent contractor. The manner and means of conducting the work are under the control of Consultant, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No right of employment will be acquired by virtue of Consultant's services. None of the benefits provided by AHA to its employees, including but not limited to unemployment insurance, workers' compensation coverage, vacation and sick leave are available from AHA to Consultant, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any fees due Consultant. Payments of the above items, if required, are the responsibility of Consultant.

AHA and Consultant agree that during the term of this Agreement and for a period of one year after termination, the parties shall not solicit for employment, hire, or retain, whether as an employee or independent contractor, any person who is or has been employed by the other without written agreement by the other party.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Consultant assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal or state rules and regulations. Consultant shall indemnify and hold AHA harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Consultant.

8. **NON-DISCRIMINATION:**

Consistent with AHA's policy that harassment and discrimination are unacceptable employer/employee conduct, Consultant agrees that harassment or discrimination directed toward a job applicant, an AHA employee, or a citizen by Consultant or Consultant's employee on the basis of race, religious creed, color, national origin, ancestry, handicap, disability, marital status, pregnancy, sex, age, gender identity or sexual orientation will not be tolerated. Consultant agrees that any and all violations of this provision shall constitute a breach of this Agreement.

9. **INDEMNIFICATION/HOLD HARMLESS:**

Consultant shall indemnify, defend, and hold harmless AHA, its Board of Commissioners officials, employees and designated volunteers ("Indemnitees") from and against any and all loss, damages, liability, claims, suits, costs and expenses whatsoever, including reasonable attorneys' fees ("Claims"), arising from or in any manner connected to negligent act or omission, whether alleged or actual, regarding performance of services or work conducted or performed pursuant to this Agreement. If Claims are filed against Indemnitees which allege negligence on behalf of the Consultant, Consultant shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence is not found on the part of Consultant. However, Consultant shall not be

**Relocation Services Agreement**

Transystems Corporation

AHA, AAHC, and ICD

obligated to indemnify Indemnitees from Claims arising from the sole or active negligence or willful misconduct of Indemnitees.

**10. INSURANCE:**

On or before the commencement of the terms of this Agreement, Consultant shall furnish AHA with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with paragraphs 10A, B, C, D and E. Such certificates, which do not limit Consultant's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the Housing Authority of the City of Alameda by certified mail."

It is agreed that Consultant shall maintain in force at all times during the performance of the Agreement all appropriate coverage of insurance acceptable to AHA and licensed to do insurance business in the State of California.

An endorsement naming the AHA as additional insured shall be submitted with the insurance certificates.

**A. COVERAGE:**

Consultant shall maintain the following insurance coverage:

**(1) Workers' Compensation:**

Statutory coverage as required by the State of California.

**(2) Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	each occurrence
	\$2,000,000	aggregate – all other
Property Damage:	\$1,000,000	each occurrence
	\$2,000,000	aggregate

If submitted, combined single limit policy with aggregate limits in the amounts of \$1,000,000 will be considered equivalent to the required minimum limits shown above.

**(3) Automotive:**

Comprehensive automobile liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000	per accident
	\$2,000,000	aggregate
Property Damage:	\$1,000,000	per accident
	\$2,000,000	aggregate

OR

Combined Single Limit:	\$1,000,000	per accident
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**(4) Professional Liability:**

Professional liability insurance which includes coverage for the negligent professional acts, errors and omissions of Consultant in the amount of at least \$1,000,000.

**B. SUBROGATION WAIVER:**

Consultant agrees that in the event of loss due to any of the perils for which it has agreed to provide comprehensive general and automotive liability insurance that Consultant shall look solely to its insurance for recovery. Consultant hereby grants to AHA, on behalf of any insurer providing comprehensive general and automotive liability insurance to either Consultant or AHA with respect to the services of Consultant herein, a waiver of any right to subrogation which any such

## Relocation Services Agreement

Transystems Corporation

AHA, AAHC, and ICD

insurer of said Consultant may acquire against AHA by virtue of the payment of any loss under such insurance.

**C. FAILURE TO SECURE:**

If Consultant, at any time during the term hereof, should fail to secure or maintain the foregoing insurance, AHA shall be permitted to obtain such insurance in the Consultant's name or as an agent of the Consultant and shall be compensated by the Consultant for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

**D. ADDITIONAL INSURED:**

AHA, its Board of Commissioners, officers, employees and designated volunteers shall be named as an additional insured under all insurance coverage's, except any professional liability insurance or worker's compensation insurance, required by this Agreement. The naming of an insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof.

Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy.

**E. SUFFICIENCY OF INSURANCE:**

The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

**11. CONFLICT OF INTEREST:**

Consultant warrants that it is not a conflict of interest for Consultant to perform the services required by this Agreement. Consultant may be required to fill out a conflict of interest form if the services provided under this Agreement require Consultant to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

**12. PROHIBITION AGAINST ASSIGNMENTS:**

Consultant shall not assign, sublease, hypothecate, or transfer this Agreement or any interest therein directly or indirectly, by operation of law or otherwise without prior written consent of AHA. Any attempt to do so without said consent shall be null and void, and any assignee, sub lessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money by Consultant from AHA under this Agreement may be assigned to a bank, trust company or other financial institution without prior written consent, but written notice of such assignment shall be promptly furnished to AHA by Consultant.

The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock of Consultant, or of the interest of any general partner or joint venturer or syndicate member or cotenant if Consultant is a partnership or joint venture or syndicate or co tenancy, which shall result in changing the control of Consultant, shall be construed as an assignment of this Agreement. Control means fifty percent (50%) or more of the voting power of the corporation.

**13. SUBCONTRACTOR APPROVAL:**

Unless prior written consent from AHA is obtained, only those people and subcontractors whose names are attached to this Agreement shall be used in the performance of this Agreement.

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In the event that Consultant employs subcontractors, such subcontractors shall be required to furnish proof of worker's compensation insurance and shall also be required to carry general, automobile and professional liability insurance in reasonable conformity to the insurance carried by Consultant. In addition, any work or services subcontracted hereunder shall be subject to each provision of this Agreement.

14. **PERMITS AND LICENSES:**

Consultant, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including, but not limited to, a City of Alameda business license, that may be required in connection with the performance of services hereunder.

15. **REPORTS:**

A. Each and every report, draft, work product, map, record and other document, hereinafter collectively referred to as "Report" reproduced, prepared or caused to be prepared by Consultant pursuant to or in connection with this Agreement shall be the exclusive property of AHA. Consultant shall not copyright any Report required by this Agreement and shall execute appropriate documents to assign to AHA the copyright to Reports created pursuant to this Agreement. Any Report, information and data acquired or required by this Agreement shall become the property of AHA, and all publication rights are reserved to AHA.

B. All Reports prepared by Consultant may be used by AHA in execution or implementation of:

- (1) The original Project for which Consultant was hired;
- (2) Completion of the original Project by others;
- (3) Subsequent additions to the original project; and/or
- (4) Other AHA projects as appropriate.

C. Consultant shall, at such time and in such form as AHA may require, furnish reports concerning the status of services required under this Agreement.

D. All Reports required to be provided by this Agreement shall be printed on recycled paper. All Reports shall be copied on to both sides of the paper except for one original which shall be single sided.

E. No Report, information nor other data given to or prepared or assembled by Consultant pursuant to this Agreement shall be made available to any individual or organization by Consultant without prior approval by AHA

F. Consultant shall not be held liable for reuse of "Reports" for any purpose other than the original intent of this Agreement.

16. **RECORDS:**

Consultant shall maintain complete and accurate records with respect to sales, costs, expenses, receipts and other such information required by AHA that relate to the performance of services under this Agreement.

Consultant shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of AHA or its designees to such books and records at proper times; and gives AHA the right to examine and audit same, and to make transcripts there from as necessary, and to allow inspection of all work, data, documents, proceedings and activities related to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

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17. **NOTICES:**

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the second business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests or approvals from Consultant to AHA shall be addressed to AHA at:

Housing Authority of the City of Alameda  
701 Atlantic Avenue  
Alameda, CA 94501-2161  
Attention: Sylvia Martinez  
Email: smartinez@alamedahsg.org

All notices, demands, requests, or approvals from AHA to Consultant shall be addressed to Consultant at:

Transystems  
5000 Airport Plaza Drive, Suite 250  
Long Beach, CA 90815  
Attention: Liz O'Neil  
Phone: 213-793-5477 Email: eoneil@transystems.com

18. **NO SMOKING, DRINKING OR RADIO USE:**

Consultant agrees and acknowledges that smoking of tobacco products, drinking alcoholic beverages, and listening to radios is prohibited at any AHA site, including individual units, common areas, and every building and adjoining grounds. Consultant shall ensure that his/her employees and suppliers comply with these prohibitions.

19. **TERMINATION:**

In the event Consultant hereto fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Consultant shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) days after receipt by Consultant from AHA of written notice of default, specifying the nature of such default and the steps necessary to cure such default, AHA may terminate the Agreement forthwith by giving to the Consultant written notice thereof. Consultant will not be held responsible for failure to perform in the event such failure is due to delay caused by the AHA. AHA shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Consultant as provided herein. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

20. **COMPLIANCES:**

Consultant shall comply with all state and federal laws, all City of Alameda ordinances, and all rules and regulations enacted or issued by AHA. In the event that the Consultant encounters a potential conflict between state, federal or local law, Consultant shall inform AHA and AHA shall direct Consultant on proper course of action.

21. **GOVERNING LAW:**

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This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities.)

Any suits brought pursuant to this Agreement shall be filed with the Courts of the County of Alameda, the State of California.

22. **ADVERTISEMENT:**

Consultant shall not post, exhibit, display or allow to be posted, exhibited, displayed any signs, advertising, show bills, lithographs, posters or cards of any kind pertaining to the services performed under this Agreement unless prior written approval has been secured from AHA to do otherwise.

23. **CONFIDENTIALITY:**

A. **Definition.** Confidential Information, as used in this Agreement, shall mean any AHA Client data.

B. **Nondisclosure and Nonuse Obligation.** Consultant agrees that it will not use, disseminate, or in any way disclose any Confidential Information to any person, firm or business, except that Consultant may use Confidential Information to the extent necessary to perform its obligations under this Agreement. Consultant agrees that it shall treat all Confidential Information with the same degree of care as the Consultant accords to its own Confidential Information, but in no case less than reasonable care. Consultant agrees that it shall disclose Confidential Information only to those of its employees who need to know such information, and the Consultant certifies that such employees have previously agreed, as a condition of employment, to be bound by terms and conditions applicable to Consultant under this Agreement. Consultant shall immediately give notice to AHA of any unauthorized use or disclosure of Confidential Information.

C. **Exclusions from Nondisclosure and Nonuse Obligations.** The obligations under 23B ("Nondisclosure and Nonuse Obligation") shall not apply to such portion that Consultant can document was i) in the public domain at the time such portion was disclosed or used, or ii) was disclosed in response to a valid court order.

D. **Ownership and Return of Confidential Information and Other Materials.** All Confidential Information shall remain the property of the AHA. At AHA's request and no later than five (5) business days after such request, Consultant shall promptly destroy or deliver to AHA, at AHA's option, i) all materials furnished to Consultant, ii) all tangible media of expression in Consultant's possession or control to the extent that such tangible media incorporate any of the Confidential Information, and iii) written certification of the Consultant's compliance with such obligations under this sentence.

24. **WAIVER:**

A waiver by AHA of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein whether of the same or a different character.

25. **INTEGRATED CONTRACT:**

This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be

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held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both AHA and Consultant.

26. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

27. **EXHIBITS.** The following exhibits are attached hereto and incorporated herein by this reference:

- i. Exhibit A – Scope of Services
- ii. Exhibit B – Fee Schedule
- iii. Exhibit C – Insurance Requirements for Consultants
- iv. Exhibit D – Conflict of Interest Certification

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

Overland, Pacific and Cutler, LLC,  
a Division of TranSystems

HOUSING AUTHORITY  
OF THE CITY OF ALAMEDA

DocuSigned by:

*Brian Everett*

\_\_\_\_\_  
Brian Everett  
President

\_\_\_\_\_  
Vanessa M. Cooper  
Executive Director



**EXHIBIT A**  
**SCOPE OF SERVICES**

All services must be developed and implemented in accordance with both State and Federal laws; specifically, California Relocation Assistance Law, California Government Code, Section 7260 et.seq; the California Code of Regulations, Title 25, Chapter 6, the Federal Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970, as well as any funding source Guidelines.

The successful bidder(s) must have a track record of relocating low-income tenants both in place temporary rehab and offsite temporary or permanent relocation in California as well as experience in handling LEP and reasonable accommodation requests during the relocation process. Experience with Section 8 Housing Choice Voucher subsidies and/or working with a Public Housing Authority is preferred. Experience with a diverse tenant base is required.

The scope of services for the Relocation Service Provider and the Move Coordinator contract(s) include but are not limited to the following:

**Relocation Specialist:**

Planning Services:

- Facilitate a kick-off meeting with the project team to discuss the relocation process, timeline, and initiate gathering of all pertinent information and documentation.
- Create a resident outreach and communications plan that will ensure that all residents, specifically those who do not speak English as their first language, are well informed and clear about the relocation program.
- Provide drafts of the General Information Notice (GIN) and all other relocation documents including temporary housing agreements, utility agreements. Advise and assist in the development and implementation of a relocation plan, any internal administrative policies, procedures and forms necessary for the support of an effective program.
- Prepare relocation waiver documents for voluntary termination of leases, train property management on the use of the waiver documents, and monitor voluntary termination of leases to assure that the documents are signed and collected.
- Pre-planning services for relocation project, including but not limited to providing an estimate of total relocation costs.
- Monthly meetings with owner

Information and Documentation Services:

- Project initiation activities, including preparing and sending of required notices to all occupants.
- Relocation plan preparation, including the drafting of a sample settlement agreement for each temporary relocating occupant.
- Prepare draft and final relocation plans in compliance with all state and federal requirements for financing and required agency review purposes.
- Draft and final settlement agreements with each occupant undergoing permanent relocation.
- Biweekly meetings with owner and management company

Additional Services:

- Ensure compliance with state and federal relocation laws as well as any HUD requirements
- On-going project planning, budget analysis and preparation to minimize potential legal, financial, and administrative difficulties.
- Provide data as requested.
- Provide Relocation Appeals support as needed.
- Provide a project close-out report including total costs, number of relocations, average time out of unit, average cost etc.

Location of Work:

- Consultant shall provide services for identified residents at AHA's Senior Apartment Complex - Independence Plaza: 703 Atlantic Avenue, Alameda CA 94501, but may be assigned to provide relocation services at any property within AHA's portfolio located within the City of Alameda on an as-needed basis.

**Move Coordinator:**

Information and Documentation Services:

- Conduct community meetings and workshops.
- Conduct individual relocation meetings with each tenant and document needs.

Relocation Services:

- Serve as point of contact for residents throughout their relocation.
- Prepare and distribute written notices to residents.

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- Create and maintain a schedule of moves for the property.
- Coordinate all preparation for a resident move, including but not limited to:
  - Unit inspections including HQS
  - Completion of relocation and claim forms.
  - Facilitating utility disconnections and reconnections
  - Working with contracted property management company, FPI, to coordinate unit moves.
- Coordinate pre-move inspections with moving vendors and accompany the vendor if necessary.
- Manage reimbursement to tenant and payment to vendors.
- Ensure weekly tracking of tenant moves and maintenance of tenants' files including documentation of all conversations with tenants.
- Work with owner and property management company to address all reasonable accommodation and LEP requests.
- Monitor moving company and other vendors for compliance with contract and safety precautions during the moving process.
- Weekly meeting with owner and property management company.

Additional Services:

- Ensure compliance with state and federal relocation laws.
- Provide data as requested.
- Provide Relocation Appeals support as needed.

Location of Work:

- Consultant shall provide in-person services for identified residents at AHA's Senior Apartment Complex - Independence Plaza: 703 Atlantic Avenue, Alameda CA 94501, but may be assigned to provide relocation services at any property within AHA's portfolio located within the City of Alameda on an as-needed basis.
- It is expected that the Move Coordinator will be located within one hour's travel time to the City of Alameda in order to address and facilitate resolution of resident issues during the relocation process.

**EXHIBIT B**  
**FEE SCHEDULE**

<b>Relocation Specialist</b>	2023	2024	2025	2026
Per Household Rate for Full Services	\$3,300	\$3,465	\$3,638	\$3,820

<b>Move Coordinator</b>	2023	2024	2025	2026
Per Household Rate for Full Services	\$3,300	\$3,465	\$3,638	\$3,820

## Itemized Budget and Detailed Explanation



Relocation Fee per move: \$3,300.00

This fee covers all costs associated with relocating one household, including:

- Project Management and consulting hours related to individual cases
- Initial tenant interview
- Needs assessment
- Identification and coordination of temporary housing
- Assistance with moving and storage
- Payment of relocation assistance benefits
- Project Management and consulting hours unrelated to individual cases:
  - These services may include:
    - \* Meetings and communications with AHA
    - \* Group resident meetings
    - \* Weekly status reports
    - \* Vendor bid procurement
    - \* Development of forms and notice formats
    - \* Budgetary reports
    - \* General staff management
    - \* Quality assurance/quality control

**Start-Up Costs:**  
 There are no start-up costs associated with the primary services provided by Transystems

\$3,300 per case	Relocation Milestone
\$825.00	Complete Interview (25% complete)
\$990.00	Issue Notice to Vacate (55% complete)
\$495.00	Move Out (70% complete)
\$825.00	Move Back (95% complete)
\$165.00	Closeout (100% complete)
Other Direct Costs	Billed when Cost Incurred Received

Relocation Plan Preparation: \$4,000

A relocation plan is a crucial document that outlines the process of moving people and businesses when a project displaces them. The plan must be fair, equitable, and developed in consultation with all affected parties. The relocation plan helps to:

- Understand the needs of displaced people and businesses
- Identify suitable new housing or business locations
- Estimate the cost of the relocation
- Coordinate the relocation process

Having a relocation plan in place ensures that the relocation process is smooth and efficient. It also ensures that displaced people and businesses are treated fairly. By working together, the client and the relocation team can ensure the entire process is executed seamlessly.

**EXHIBIT C**  
**INSURANCE REQUIREMENTS FOR CONSULTANTS**  
 (Cyber/tech optional, not to be used for construction contracts)

Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit. For consultants interacting with the public or with tenants, coverage must include coverage for discrimination, harassment, and fair housing claims under DFEH and HUD.
- **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
- **Workers’ Compensation,** as required by the State of California, with Statutory Limits and Employers’ Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
- **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant’s profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If cover age is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.
- **IF APPLICABLE: Cyber Liability Insurance:** Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of

electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing AHA data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing AHA information technology systems.

- **IF APPLICABLE: Technology Professional Liability:** Coverage is required if the vendor/consultant is providing software or a technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
  - The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information "property" of the AHA in the care, custody, or control of the Consultant. If not covered under the Consultant's liability policy, such "property coverage of the AHA may be endorsed onto the Consultants Cyber Liability Policy as follows:
  - Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information "property" of the AHA that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, AHA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by AHA are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant's insurance broker to determine adequate coverage for Consultant.

#### **OTHER INSURANCE REQUIREMENTS:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- **Additional Insured Status:** : The Housing Authority of the City of Alameda and its affiliates, Alameda Affordable Housing Corporation and Island City Development and its Subsidiaries, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers,

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elected or appointed officials, (AHA), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used.

- **Primary Coverage:** For any claims related to this contract, the Consultant's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects AHA, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by AHA, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to AHA.
- **Self-Insured Retentions:** Self-insured retentions must be declared and approved by AHA. AHA may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or AHA.
- **Acceptability of Insurers:** Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to AHA.
- **Verification of Coverage:** Consultant shall furnish AHA with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. AHA reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- **Subcontractors:** Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- **Notification of claims:** The Proposer agrees to notify AHA in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- **Special Risks or Circumstance:** AHA reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.





**PHONE:** (510) 747-4300  
**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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701 Atlantic Avenue • Alameda, California 94501-2161

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To: Honorable Chair and Members of the Board of Commissioners

From: Joseph Nagel, Construction Project Manager

Date: February 21, 2024

Re: Approve the Budget for Removal and Replacement of (30) Exterior Elevated Balconies at Anne B. Diament Plaza. Authorize the Executive Director to Sign a Contract with AmOne Construction Not to exceed \$862,600.

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### **BACKGROUND**

On September 17, 2018, the California Legislature passed Senate Bill 721, Chapter 455. This bill was passed in response to the June 16, 2015, tragedy in Berkeley, California where a balcony collapsed and 6 people died while 7 others suffered serious injuries.

This law, SB 721, requires an inspection of exterior elevated elements, including decks and balconies, for buildings with 3 or more multifamily dwelling units by a licensed architect, licensed civil or structural engineer, a building contractor holding specified licenses, or an individual certified as a building inspector or building official, as specified. The bill requires the inspections, including any necessary testing, to be completed by January 1, 2025, with certain exceptions, and would require subsequent inspections every 6 years, except as specified.

Anne B. Diament is owned by the Alameda Affordable Housing Corporation (AAHC) and has no private lender debt.

### **DISCUSSION**

There was a balcony inspection completed in late 2020 at the Anne B. Diament property by Applied Materials & Engineering, Inc. In general, the report noted that 24 balconies were in need of replacement. Additionally, there were 6 other balconies on the property in various stages of disrepair.

Since that time, three years, staff have noted that the repair scope has grown, and these repairs are now of the highest priority. The existing elevated balconies require extensive repairs, and/or full replacement in the very near future, some immediately.



There are 21 first floor patios and 46 elevated balconies on this property. The elevated balconies with metal guardrails are in a variety of 2nd and 3rd configurations consisting of Type 5 (wood) construction, supported by a concrete slab on grade.

A staff assessment of the existing conditions of the residential balconies at the Anne B. Diament community was completed in July 2023 and found 30 balconies in need of replacement.

Staff prepared and issued an RFP (Request for Proposals) soliciting bids for the work identified above and received 5 bids from qualified contractors. AmOne was selected as the most responsive bidder. The staff expects to negotiate the contract, secure funding and have the contractor mobilize and begin the remediation work by the end of March 2024. The construction will utilize prevailing wage rates.

As of this date, it is not expected that any of the residents will need to relocate overnight, as all work is exterior work and will be done during the day.

Prior to contractor mobilization, the staff and contractor will host another meeting with the residents to update them on the schedule as well as address what to expect during the process. The duration of time for the work on site is expected to be four to six months. A schedule will be published, posted in a public place, and (4) notices (2 weeks, 1 week, 48 hrs.) will be posted on residents and adjacent neighbors' doors prior to repairs being made, as well as a notice of completion once the work is done.

The goal of this renovation is to address current and urgent needs. It is anticipated that this will include full or partial replacement of approximately 65% of the current balconies. At that point, additional work can be performed on an annual or biannual basis to keep the structures in good condition.

A summary of the soft and hard costs, as well as contingency is below. Staff recommends approval of the entire budget, as well as the Contract with AmOne Construction. Staff will be authorized to use contingency for unforeseen conditions and cost overruns.

<u>LINE ITEM</u>	<u>COSTS</u>	
GC	\$ 596,000.00	
Add (6) additional Balconies (to Complete Stacks)	\$ 146,600.00	
Contingency	\$ 120,000.00	
GC Subtotal	\$ 862,600.00	
Architect (Completed and Paid)	\$ 57,500.00	
Permits (Completed and Paid)	\$ 10,874.95	
Builders Risk Insurance	\$ 3,500.00	
Private Sewer Lateral (Completed and Paid)	\$ 16,790.00	
	\$ 88,664.95	
<u>Project Total Estimated Not to Exceed</u>		<u>\$951,264.95</u>

### **FISCAL IMPACT**

Anne B. Diament has multiple sources of reserves and funds to cover some of the costs of these repairs. The remainder of costs will be applied to the AHA Reserve Policy - Preservation area. The cost of the repairs, plus a 15% contingency for unanticipated costs or additional scope, is anticipated to be \$862,600.

With the Board of Commissioners' approval, staff will use project reserves, current cash flow and the Housing Authority of the City of Alameda (AHA) reserves for the work.

### **CEQA**

Not Applicable

### **RECOMMENDATION**

Approve the Budget for Removal and Replacement of (30) Exterior Elevated Balconies at Anne B. Diament Plaza. Authorize the Executive Director to Sign a Contract with AmOne Construction Not to exceed \$862,600.

### **ATTACHMENTS**

None

Respectfully submitted,



Joseph Nagel, Construction Project Manager



**PHONE:** (510) 747-4300  
**FAX:** (510) 522-7848  
**TTY/TRS:** 711

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To: Board of Directors  
From: Sean Prevette, Asst. Director of Administrative Services  
Prepared By: Sean Prevette, Asst. Director of Administrative Services  
Date: February 21, 2024  
Re: Adopt the Alameda Affordable Housing Corporation Procurement Policy.  
6.A.

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**BACKGROUND**

The Procurement Policy outlines the methods by which the Alameda Affordable Housing Corporation (AAHC) will obtain goods and services. This is a new policy that is designed to meet the needs of AAHC in regard to procurement processes, including outlining the process for expenditure approvals and procurement activities at all AAHC owned properties under third-party management.

**DISCUSSION**

The policy outlines thresholds and associated procedures for all purchases, as well as providing the threshold for completion of competitive negotiations. Additional processes and requirements for the approval of expenditures at AAHC owned properties have also been included in the Procurement Policy to identify the appropriate procurement procedures.

**FISCAL IMPACT**

There is no direct financial impact of the approval of this policy, but will change how staff and third-party management procure services and materials in the future.

**CEQA**

N/A

**RECOMMENDATION**

Adopt the Alameda Affordable Housing Corporation Procurement Policy.

**ATTACHMENTS**

1. AAHC Procurement Policy



AAHC Board of Directors Meeting  
February 21, 2024  
Respectfully submitted,

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Sean Prevette, Asst. Director of Administrative Services



# ALAMEDA AFFORDABLE HOUSING CORPORATION PROCUREMENT POLICY

All procurements made by ALAMEDA AFFORDABLE HOUSING CORPORATION (AAHC) will be made in accordance with the procurement standards detailed below.

Procurement transactions will maximize open and free competition while ensuring the financial stability of AAHC. AAHC shall not engage in procurement practices that may be considered arbitrary or restrictive.

## I. GENERAL

AAHC will:

- Provide a procurement system of quality and integrity;
- Make all feasible efforts to ensure that small and minority-owned businesses, women's business enterprises, and disabled veteran businesses are used when possible;
- Provide for the fair and equitable treatment of persons or firms involved in AAHC procurements;
- Ensure that supplies and services (including construction) are procured efficiently, effectively, and at the most favorable prices available to AAHC;
- Promote competition in contracting; and
- Assure that AAHC purchasing actions are in compliance with all applicable federal, state, local laws, and any other applicable funding programs assisting a particular project or activity.

## II. METHODS FOR PROCUREMENT

Procurements shall be made using one of the following methods: (a) small purchase procedures, (b) competitive negotiations, and (c) non-competitive negotiation.

### A. Small Purchases

1. Micro purchases. For purchases up to \$10,000 a minimum of only one quote is required provided that the quote is considered reasonable. The reasonableness may be determined based on catalog price, market research, experience or past purchase. To the greatest extent feasible and to promote competition, requests for quotes for small purchases should be distributed among qualified sources. Quotation for small purchases could be obtained by fax, email, or mailed correspondence.

2. Small purchase dollar limits. Purchases of supplies, equipment, and services that cost between \$10,001 and \$250,000 require written estimates. AAHC will solicit written responses from at least three vendors and, if no such responses are available, a statement explaining the procurement will be prepared and filed.

## **B. Competitive Negotiations**

AAHC will use competitive negotiations when the supplies, equipment, or services have a budget exceeding \$150,000.

### **1. Request for Proposal**

A Request for Proposal (RFP) will be prepared and posted on AAHC's and/or the Housing Authority's website. It may also be emailed to at least three (3) potential vendors. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals. Requests for proposals will always include cost as one of the evaluation criteria for selection.

Award must be made to the vendor whose written proposal is determined by the AAHC to be the most advantageous to AAHC. Evaluations must be based on the factors set forth in the Request for Proposal and an evaluation of each response must be prepared. The review committee, approved by the President or their designee, may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, the received proposals may be rejected and the RFP may be cancelled and reissued. New proposals may be solicited on the same or revised terms, or the procurement may be abandoned.

### **2. Request for Qualifications**

For the procurement of certain professional services, a Request for Qualifications (RFQ) may be used. RFQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. An RFQ will be prepared and posted on the Housing Authority's website. It may also be emailed to at least three (3) potential vendors. The RFQ will describe services needed and identify the factors to be considered in the evaluation of proposals. The review committee, approved by the President or their designee, will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted to negotiate cost. If the President, or their designee, is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The President, or their designee, will maintain a written record of all such negotiations.

### **3. General Contractor Selection for Contracts over \$500,000**

AAHC will use an RFQ to select General Contractors to provide pre- construction and general contracting services for construction projects with a budget exceeding \$500,000.

The General Contractor competitive selection process will take place in two phases:

#### Phase I:

A review panel approved by the President, or their designee, will evaluate all submissions of qualifications based on scoring criteria that will be included in the RFQ. Scoring will take into account the General Contractor's experience and the experience of individual staff assigned to the Project. After verification of scoring a "short list" will be announced naming three or fewer applicants who will proceed to Phase II of the selection process. References can be checked to help inform the selection of firms for the short list.

#### Phase II:

Short-listed General Contractors will be interviewed by the selection panel. Short-listed General Contractors will be provided with the interview questions and interview scoring criteria prior to the interviews. Short-listed General Contractors will also be required to submit for evaluation a proposed fee including general condition costs, overhead and profit, and documentation supporting their experience with plan review and cost estimating.

The selected General Contractor will be the highest scoring applicant from Phase I and II combined, based on qualifications submitted, reference calls, and interviews. This General Contractor will be selected to join the design/construction team, provide pre-construction services, and conditionally enter into a negotiated construction contract.

### **C. Noncompetitive Negotiations**

Noncompetitive negotiations may be used for procurements when competitive negotiations are not feasible. AAHC may purchase goods and services through non-competitive negotiations when it is determined in writing by the President, or their designee, that competitive negotiation or bidding is not feasible and that:

1. An emergency exists that threatens the health, welfare, or safety, or endangers property, or would otherwise cause serious injury to the AAHC, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies or services necessary to meet the emergency, or
2. The product or service can be obtained only from one source, or
3. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis, or
4. Only one satisfactory proposal is received through RFP or RFQ.
5. The President or their designee determines it is in the best business interest of AAHC and/or its residents with consideration of any applicable regulatory requirements to ensure a competitive process.

Procurement by noncompetitive negotiation requires the strictest attention to the



observation of impartiality toward all suppliers. The President or their designee must approve all procurements by non-competitive negotiation when only one supplier is involved or only one bid or response to an RFP/RFQ is received.

AAHC may negotiate a contract with a vendor who has been competitively selected through a Housing Authority procurement process, or another competitive procurement process, without having to undergo a duplicate competitive selection process.

### **III. CONTRACTS**

AAHC shall require assurance that, before entering into a contract, the price is reasonable. A comparison with other offers shall generally be sufficient determination of the reasonableness of price and no further analysis is required. If a reasonable number of quotes are not obtained to establish reasonableness through price competition, the President or their designee shall document price reasonableness through other means, such as prior purchases of this nature, catalog prices, the personal knowledge at the time of purchase, comparison to the budget, or any other reasonable basis.

Generally, all procurements in excess of \$10,000 will be memorialized and supported by a written contract. Where it is not feasible, inapplicable, or is impractical to prepare a contract, a written finding to this effect will be prepared and some form of documentation regarding the transaction will also be prepared.

All contracts will contain language that allows AAHC the opportunity to cancel any contract for convenience or for cause. Said cause shall include (but not be limited to) demonstrated lack of ability to perform the work specified, unwillingness to complete the work in a timely fashion, cancellation of liability insurance or worker's compensation, failure to pay suppliers or workers, unsafe working conditions caused by the contractor, failure to comply with federal, state, and local wage laws (where applicable) or other associated regulatory requirements, failure to keep accurate and timely records of the job, or failure to make those records available to AAHC's associate or partner (on request), failure to meet program monitoring requirements, or any other documented matter which could cause a hardship for the AAHC if a claim should arise or the work not be completed on schedule at the specified cost.

The President is authorized to approve contract modifications (i.e., change orders, addendums) not to exceed the cumulative authorization limit. A contract modification that raises the cumulative total of the procurement to an amount exceeding the President's authorization limit, requires approval by the Board of Directors.

Note for purposes of managing AAHC's owned properties, the process for approving expenditures shall be as follows:

1. Compliance with Legal Requirements
  - a. Agent shall use reasonable means to become aware of, and shall take such

- actions as Agent deems prudent and necessary to comply with any laws, regulations orders, plans or requirements affecting the use or operation of the Property by any federal, state, county, or municipal agency or authority, including but not limited to compliance with and participation in administrative grievance procedures, provided that if the cost of compliance in any instance exceeds \$10,000, Agent shall not expend funds for compliance without Owner's prior written consent unless such expenditure is in the Owner-approved Annual Budget, or the cost must be incurred to avoid immediate property damage or personal injury as a result of an Emergency.
- b. Agent shall promptly, within 24 hours, notify Owner in writing of all such orders, notices, plans or requirements requiring expenditure of funds not included within the Owner-approved Annual Budget. Agent, however, shall not take any action as long as Owner is contesting, or has affirmed its intention to contest and promptly institutes proceedings contesting any law, order, plan or requirement.
  - c. Agent's expense for use of third party consultants or experts, including attorneys, required for the performance of Agent's duties that are included in the Owner-approved Annual Budget shall be paid by Agent from the Property's Operating Account to the extent permitted by HUD Handbook 4370.2 subject to this Agreement's requirements for Owner prior approval of the expenditure through the annual budget, or Emergency conditions as defined herein.
2. Repairs and Maintenance
- a. Agent shall make no expenditures in excess of \$5,000.00 or the maximum amount set forth in any limited partnership or regulatory agreement, whichever is less, for repairs, without the prior written consent of Owner, unless (i) the Owner has approved the expenditure for such repair in the Owner-approved Annual Budget, or (ii) such repairs are emergency repairs to the Property immediately necessary for the preservation or safety of the Property, the safety of persons, or which are required to avoid suspension of necessary services to the Property (Emergency). When Emergency repair in excess of \$5,000.00 are undertaken, Agent will promptly notify Owner in writing. If the agent fails to maintain fiscal responsibility and is operating the property outside of the agreed upon budget terms. At that point, any expenses in excess of \$1,000.00 will need to seek approval from the owner.
3. Capital Assets
- a. Agent shall make no expenditures in excess of \$5,000.00 for alterations, capital improvements, renovations or replacements of furniture, fixtures or equipment, unless such expenditure is contained in the Annual Budget, without the prior written approval of Owner. The Owner-approved Annual Budget shall constitute Agent's authorization to make the budgeted expenditure without Owner's further provided that a) the amount of the expenditure is within 15 percent (15%) or \$10,000.00 of the originally approved amount, whichever is less. The Agent shall be familiar with the Agency's Capitalization policy. Attachment to be provided.
  - b. Other than replacements, Agent shall make no disposition of fixed assets (as determined in accordance with Owner's Chart of Accounts) with an

original value in excess of \$10,000.00 without the prior written approval of Owner.

#### 4. Service Contracts and Equipment Leases

- a. Agent is authorized to make and enter into all service contracts and equipment leases in the Owner's legal name, as agent for and on Owner's behalf, as are required in the ordinary course of business for the operation, maintenance, and service of the Property, and to pay the same when due, in accordance with the Owner-approved Annual Budget. Agent must obtain the Owner's prior written consent before entering into any service contract or equipment lease for the account of Owner when (i) the service contract or equipment lease is not in the Owner-approved Annual Budget; (ii) the term of the contract or lease exceeds one (1) year; or (iii) the contract or lease is not cancelable without cause or cost on thirty (30) days' notice unless such contract or lease is necessary to avoid immediate property damage or personal injury as a result of an Emergency." Notwithstanding the foregoing, Agent shall attempt to contact and secure prior approval of Owner in the event any such Emergency expenditure is likely to exceed \$10,000.00. Agent shall abide by State and federal prevailing wage in its agreements with vendors for physical improvements as applicable if work is in excess of \$50,000. The Agent shall inform the Owner of all nonemergency work that is expected to exceed \$10,000 so that the Owner may ascertain whether prevailing wage applies and to review the public bidding process.

AAHC purchasing and contracting will comply with local, state and federal regulations applicable to recipients of Section 8 Project-based Voucher assistance, and any other applicable funding programs assisting a particular project or activity.

#### **IV. DOCUMENTATION**

All source documents supporting any given transaction and outreach activities (receipts, purchase orders, invoices, RFP/RFQ data and bid materials) will be retained and filed in an appropriate manner, in accordance with applicable retention policies. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost, (including the issue of reasonableness of cost), rationale for method of procurement and selection of contract type, and basis for payment.

#### **V. LOCALLY OWNED, MINORITY-OWNED, FEMALE-OWNED AND SMALL BUSINESSES**

Efforts will be taken to identify and solicit participation of locally owned, minority-owned, female-owned and small businesses; however, it will not be the determining evaluating criteria when selecting a vendor to provide services or materials.

#### **VI. CODE OF CONDUCT**

No AAHC director, officer, consultant, or designated agent of AAHC will take part or have an interest in the award of any procurement transaction if a conflict of interest,

real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of AAHC, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any of the competing firms. AAHC directors and officers are subject to a conflict of interest policy.

No AAHC director, officer, consultant or designated agent of AAHC may acquire a financial interest in or benefit in any way from any activity which uses any portion of AAHC funding, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members.

## **VII. APPEALS AND REMEDIES**

Vendors wishing to contest the selection process or results will have five (5) business days from the date of notice of the final selection to submit written complaints to the President. Thereafter, The President has Ten (10) business days to respond in writing to the complaint.

Adopted by the Board of Directors on February 21, 2024.