



**Berkeley Housing Authority**

1947 Center St., 5<sup>th</sup> Floor, Berkeley, CA 94704  
Telephone: (510) 981 5470 Fax: (510) 981 5480

*Office of the Executive Director*

Item 6C  
NEW BUSINESS  
HCV-PBV GRANTS  
CONSULTING CONTRACT  
AMENDMENT  
April 18, 2024

To: Honorable Chairperson and  
Members of the Berkeley Housing Authority Board

From: James E. Williams, Executive Director

Subject: Adopt a Resolution for the Second Amendment of Housing Choice Voucher (HCV)/Project Based Voucher (PBV) Services Contract with Grants Consulting Firm.

RECOMMENDATION

Approve a resolution authorizing the Executive Director to extend the term of the HCV/ PBV Services Contract with Grant Consulting through June 30, 2025; increase the contract amount by \$50,000 for a not to exceed amount of \$200,000; and increase hourly rates of Grant Consulting Firms' staff by \$10 per hour.

BACKGROUND

In early April 2023, BHA issued a Request for Proposal for Housing Choice Vouchers/Project Based Vouchers Consultant Services to provide on-site management and operations oversight of the HCV and PBV programs. (Attachment A, (RFP 2023-03)). We did a public selection process and received three submittals, two of which were significantly higher rates, (Attachments 3B and 3C (rate sheets)).

In June 2023, the BHA Board adopted a resolution authorizing the Executive Director to execute a one-year contract through June 30, 2024, with Grant Consulting for a not to exceed amount of \$120,000. (Attachment 3D (original consulting contract)).

On November 9, 2023, the BHA Board approved the first amendment of the HCV/PBV Contract increasing the amount by \$30,000 for a not to exceed amount of \$150,000. Grants Consulting has substantially completed the work in the original contract and first amendment (Attachment 3E (BHA Assessment)).

In line with BHA's goal to increase and improve lease-up, BHA requires external support to process the Waitlist applications and issue new HCV vouchers. Grant Consulting Firm staff's familiarity with the Section 8 program and Elite software will greatly aid in completing various tasks, i.e: eligibility, briefing, and voucher issuance that will contribute in putting more vouchers on the streets.

Attachment 2 lays out the firm's objective and action plan for the 2022 Wait List project, which includes the processing of a minimum of 40 waitlist applicants per month.

FISCAL IMPACTS OF RECOMMENDATION

\$50,000 to be added in BHA Budget.

CONTACT PERSON

James E. Williams, Executive Director, 510-981-5485

Attachments:

1. Resolution – HCV/PBV
2. Grant Consulting Firm Action Plan – 2022 Waitlist
3. Attachments
  - a. RFP 2023-03 BHA RFP HCV Consultant
  - b. RATE SHEET CVR BHA RFP HCV Consultant
  - c. RATE SHEET AJE'Scott BHA RFP HCV Consultant
  - d. 2023-GRANT CONSULTING -CONTRACT
  - e. BHA ASSESSMENT
  - f. DASHBOARD-012024

BERKELEY HOUSING AUTHORITY

RESOLUTION NO. 24-\_\_\_

AUTHORIZE AND APPROVE THE 2ND AMENDMENT TO THE CONTRACT FOR HCV/PBV SERVICES BETWEEN THE HOUSING AUTHORITY OF THE CITY OF BERKELEY AND GRANT'S CONSULTING FIRM, INCREASING THE CONTRACT AMOUNT BY AN ADDITIONAL \$50,000 FROM \$150,000 TO \$200,000; AND INCREASE GRANTS' CONSULTING STAFF RATES BY \$10.00 PER HOUR TO ALIGN WITH ENTERING INTO PHASE 2; AND EXTEND THE TERM THROUGH JUNE 30, 2025; AND AUTHORIZE AND DIRECT THE EXECUTIVE DIRECTOR TO NEGOTIATE AND EXECUTE THE AMENDMENT TO THE CONTRACT AND ANY OTHER RELATED DOCUMENTS.

WHEREAS, the Housing Authority of the City of Berkeley ("BHA") is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provision of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.;

WHEREAS, pursuant to the Housing Authorities Law, BHA is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers;

WHEREAS, BHA is in need of support to administer its Section 8 Housing Choice Voucher (HCV) and Project Based Voucher (PBV) programs and related services;

WHEREAS, BHA released Request for Proposals 2023-03 on April 17, 2023 for [HCV/PBV services] and Grant Consulting Firm ("Consultant") was the successful bidder;

WHEREAS, BHA and Consultant entered into that certain Contract for HCV/PBV Services dated June 12, 2023 ("Contract"), with a one-year term, in the maximum contract amount of \$120,000;

WHEREAS, on November 9, 2023 BHA Board approved and authorized the 1<sup>st</sup> amendment to the PBV/HCV Contract increasing the amount to \$150,000;

WHEREAS, due to an unanticipated increase in the initial scope of work needed, for the processing of the 2022 Wait List Applications, BHA desires to increase the maximum contract amount by an additional \$50,000 from (\$150,000 to a not to exceed amount of \$200,000); and extend the term through June 30, 2025 to allow the Consultant to fully address all of BHA's needs in connection with the administration of its Section 8 Housing Choice Voucher (HCV) and Project Based

Voucher (PBV) programs; and honor Grants' Consulting Firm's increase of hourly rate.

WHEREAS, except for the increase in the maximum Contract amount by an additional \$50,000 from (\$150, 000 to \$200,000) and extending the term through June 30, 2025, and an increase of Grants' Consulting Staff hourly rate by \$10.00 per hour, no other changes will be made under the Contract.

NOW THEREFORE, BE IT RESOLVED, that all of the recitals set forth above are true and correct and incorporated herein by this reference;

BE IT FURTHER RESOLVED, that the Board of Commissioners hereby authorize and approve the 2<sup>nd</sup> amendment to the Contract for HCV/PBV Services dated June 12, 2023 ("Contract") between the Housing Authority of the City of Berkeley("BHA") and Grant Consulting Firm ("Consultant") to increase the maximum Contract amount by an additional \$50,000 for a not to exceed amount of \$200,000; extend the term through June 30, 2025; increase of Grants' Consulting Staff hourly rate by \$10.00 per hour and all other substantive terms and provisions of the Contract shall remain unchanged;

The foregoing Resolution was adopted by the Board of the Berkeley Housing Authority on April 18, 2024, by the following vote:

Ayes:

Noes:

Abstain:

Absent:

Attest: \_\_\_\_\_  
James E. Williams, Secretary



Berkeley Housing Authority

1947 Center St., 5<sup>th</sup> Floor, Berkeley, CA 94704  
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## **REQUEST FOR PROPOSAL RFP 2023-03**

### **Housing Choice Vouchers / Project Based Vouchers Consultant Services**

The Berkeley Housing Authority (BHA) is issuing a Request for Proposals from established Housing Choice Voucher (HCV) / Project Based Vouchers (PBV) consulting firms that can commit to providing a very significant number of on-site hours monthly to the agency. While the exact number of hours and the length of the contract has not been determined at this time, the selected consulting firm will collaborate with the Executive Director on a more precise time commitment once a Housing Choice Voucher assessment of needs has been completed.

An expanded description of HCV / PBV consulting expectations and tasks can be found on the agency website at [www.bha.berkeleyca.gov](http://www.bha.berkeleyca.gov). Some of the key work elements will include, but not be limited to, assessing program functions and operations, ensuring SEMAP high-performance, auditing and maintaining quality files, conducting briefings and interim / recertifications, and conducting housing inspections.

An electronic copy of the proposal should be emailed to Stan Quy, President, The Organizational Leadership Edge, at [Squy@cox.net](mailto:Squy@cox.net). Proposals must be submitted by April 17, 2023 at 5:00PM Central Time. Inquiries on the proposal should also be emailed to the same address.

## **BERKELEY HOUSING AUTHORITY POSITION DESCRIPTION**

**Position Title:** Housing Choice Vouchers / Project Based Vouchers Consultant

**Reports to:** Executive Director

**Summary:**

The Human Resources Consultant will provide on-site management and operations oversight of the Housing Choice Vouchers (HCV) and Project Based Vouchers (PBV) for the Berkeley Housing Authority in Berkeley, California.

**Essential Duties and Responsibilities:**

The consulting contract will include, but not be limited to, the key tasks outlined below. The initial meeting with the Executive Director will provide for more specificity on the initial work functions.

Collaborate with the Executive Director on a comprehensive evaluation of the HCV and PBV functions, operations, and workflows.

Provide for a quality control assurance plan that will be utilized to internally measure SEMAP performance and ensure that the agency achieve HUD high-performer status.

Audit the HCV and PBV files and correct any files that are determined to be deficient or otherwise lacking necessary information and documentation.

Maintain the Housing Choice Vouchers wait list and ensure that a minimum of 98% of vouchers are being utilized.

Conduct resident, agent, and landlord briefings, interviews, and orientation meetings with residents, agents, and landlords to review all aspects of contract obligations.

Perform key functions associated with the initial rent calculation and qualification of families in accordance with all applicable regulations and policies.

Complete all interim and recertification documents including all supportive information such as, but not limited to, applications, verifications, forms, and background checks.

Schedule and complete the housing inspection process and maintain quality records of the inspection results.

Provide excellent customer service to residents and landlords to include returning phone calls in no more than 48 hours.

Establish a reporting schedule for meeting with the Executive Director to provide regular briefings on the HCV and PBV programs.

## Price

CVR Associates proposes to provide all services in accordance with the bill rates below, plus any out-of-pocket expenses. CVR is also amenable to negotiating task orders to provide specific services as needed. It is understood that the specific scope of services and related time commitments shall be mutually determined by BHA and CVR after contract award.

## Hourly Rates

All hours and services requested beyond what was included in the original proposal will be billed at the rates listed below, exclusive of any travel expenses.

Title	Hourly Rate
CEO	350
Senior Vice President	225
Vice President	200
Aje'Scott Principal	175
Senior Associate	150
Aje'Scott Consultant	150
Associate	125
Junior Associate	100





**Aje'Scott Advisor Group, LLC.**

Email: [support@ajeacott.com](mailto:support@ajeacott.com)

Phone No: 855-700-5505

Website: [www.ajeacott.com](http://www.ajeacott.com)

## Proposed Fee Structure

The proposed fee rates for the performance of the work – Housing Choice Voucher (HCV) / Project Based Vouchers (PBV) Consultant Services - as enumerated in this proposal is described below;

Proposed Rate, Hours, and Total Cost by Assigned Staff					
Staffing	Labor Category	Period 1 Hourly Rate (\$)	Proposed Hours (Onsite)	Proposed Hours (Offsite)	Total (\$)
Tasha Aje'Scott - HCV/PBV Consultant 1	Level I Consultant	210	1,080*	-	226,800
HCV/PBV Consultant 2					
HCV/PBV Consultant 3					
HCV/PBV Consultant 4					
HCV/PBV Consultant 5					
Reporting and Presentation	N/A	N/A	N/A	N/A	
<b>Total (\$)</b>					<b>226,800</b>

\* - Assumed a first period of *180 days* performance at *6 hours per day*.

Our goal is to help stretch your budget further and our rates are industry competitive. We offer temporary and long-term contracts to meet BHA financial goals and objectives. Our commitment to BHA for this Contract performance is to:

1. Create a greater focus on customer service and professionalism for your PHA
2. Provide industry experts onsite (*and remotely if and whenever needed or required*)
3. Standardize quality performance which translates to higher SEMAP scores and meeting program objectives
4. Ensure the outsourcing greatly reduces your costs and frees up admin fees for other uses

### Assumptions on Client's Performance of Task Order

Aje'Scott Advisors understand that the Berkeley Housing Authority (BHA) will:

- Initiate an initial meeting with the Executive Director that will provide more specificity on the initial work functions.

**CONTRACT FOR HCV/PBV SERVICES**  
**BY AND BETWEEN**  
**THE HOUSING AUTHORITY OF THE CITY OF BERKELEY**  
**AND GRANT CONSULTING FIRM**

This CONTRACT FOR HCV/PBV CONSULTING SERVICES (“Contract”) is made on June 12, 2023 (“Effective Date”) by and between the **HOUSING AUTHORITY OF THE CITY OF BERKELEY**, a public entity corporate and politic (“AUTHORITY”) and **GRANT CONSULTING FIRM**, a local consulting firm providing extensive services in various aspects of the HCV program from waitlist, landlord engagement, SEMAP, utilization, recertification etc. (“CONTRACTOR”). AUTHORITY and CONTRACTOR are collectively referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, AUTHORITY is a Housing Authority duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the provision of the Housing Authorities Law which is Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.;

**WHEREAS**, pursuant to the Housing Authorities Law, AUTHORITY is authorized to make and execute contracts and other instruments necessary or convenient to exercise its powers;

**WHEREAS**, CONTRACTOR was the successful bidder in connection with the AUTHORITY’s **RFP 2023-03** dated 04/17/2023 incorporated herein by this reference (“**RFP 2023-03**”); and

**WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and experience to perform the duties set out herein and in the **RFP 2023-03**, and agrees to provide such services to AUTHORITY.

**NOW THEREFORE**, in consideration of the mutual covenants contained herein, the Parties hereto agree as follows:

1. DESCRIPTION OF SERVICES. CONTRACTOR shall furnish all labor, material and equipment as outlined and specified in (i) the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference, (ii) **RFP 2023-03** incorporated herein by this reference; and (iii) CONTRACTOR's proposal submitted to the AUTHORITY on 05/26/2023 in connection with **RFP 2023-03** which is incorporated herein by this (collectively, "Service" or "Services").

1.1 CONTRACTOR shall, as required by applicable code, law or regulation, provide all Services.

1.2 CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Contract and CONTRACTOR agrees it can properly perform this work;

1.3 Acceptance by the AUTHORITY of CONTRACTOR's performance under this Contract does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Contract.

1.4 CONTRACTOR represents and maintains that it is skilled in the professional calling necessary to perform all services, duties and obligations required by this Contract and Exhibit "A," to fully and adequately provide all services and the AUTHORITY relies upon this representation. CONTRACTOR shall perform the services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. CONTRACTOR further represents and warrants to the AUTHORITY that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice its profession. CONTRACTOR further represents that it shall keep all such licenses and approvals in effect during the Term of this Contract.

1.5 HUD Requirements. Contractor agrees to comply with all relevant HUD requirements, including those set forth in the General Conditions for Non-Construction Contracts, form HUD-5370-C (11/30/2023), attached hereto as **Exhibit "C"** and incorporated as if fully set forth herein. In the event of a conflict between the provisions in the body of this Contract and **Exhibit "C"**, the provisions set forth in **Exhibit "C"** shall prevail.

2. PERIOD OF PERFORMANCE. The term of this Contract shall commence on the Effective Date and continue in effect until **June 30, 2024** unless earlier terminated pursuant to paragraph 13 below (“Term”).

2.1 The cumulative period of performance under this Contract (including the initial Term) shall not exceed a total of one year with a completion/termination date of June 30, 2024. All applicable indemnification provisions in this Contract shall survive the termination of this Contract.

3. COMPENSATION/PAYMENT.

3.1 The AUTHORITY will compensate CONTRACTOR for all services rendered, products provided and costs and expenses incurred for the Service as provided pursuant to this Contract and the Costs attached hereto as **Exhibit "B"** and incorporated herein by this reference.

3.2 The maximum total amount of compensation paid to the CONTRACTOR by the AUTHORITY pursuant to this Contract during the initial Term, including any extensions, shall not exceed the maximum total sum of One Hundred Twenty Thousand (\$120,000), including any expenses. The AUTHORITY is not responsible for any fees or costs above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by the AUTHORITY in writing.

3.3 CONTRACTOR shall invoice the AUTHORITY once service are rendered in accordance with Exhibits “A” attached hereto. AUTHORITY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. AUTHORITY shall not be liable for any interest or late charges in the performance of this Contract.

3.4 The AUTHORITY’s obligation for payment of this Contract beyond the current fiscal year end is contingent upon and limited by the availability of AUTHORITY funding from which payment can be made. No legal liability on the part of the AUTHORITY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, AUTHORITY shall

immediately notify CONTRACTOR in writing, and this Contract shall be deemed terminated and have no further force and effect.

3.5 No payroll or employment taxes of any kind will be withheld or paid by Authority on behalf of Contractor. Authority will not treat Contractor as an employee with respect to the Contract services for any purpose, including federal and state tax purposes. Contractor understands and agrees that it is Contractor's sole responsibility to pay all taxes required by law, including self-employment social security tax. Authority will issue an IRS 1099 Form, or other appropriate tax reporting document, to Contractor for the Contract Services.

4. ADDITIONAL SERVICES. The CONTRACTOR shall not perform any additional services or incur additional expenses, outside of this Contract, without first receiving the express written consent to proceed from the AUTHORITY in the form of an amendment to this Contract.

5. AMENDMENTS TO WORK PROGRAM. The Executive Director of AUTHORITY, or designee, is authorized, in his/her sole and absolute discretion, to approve and execute changes to the Contract to the extent such changes do not cause the total Contract amount to exceed \$120,000. Any and all amendments, modifications, or changes to the Contract amount that will result in a maximum contract amount over \$120,000 shall be subject to the prior written approval of the Authority's Board of Commissioners. Such changes shall be mutually agreed upon by and between the Executive Director and CONTRACTOR and shall be incorporated in written amendments to this Contract.

6. INSPECTION OF SERVICES. All performances under this Contract shall be subject to inspection by the AUTHORITY. CONTRACTOR shall provide adequate cooperation to AUTHORITY representative to permit him/her to determine CONTRACTOR's conformity with the terms of this Contract. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Contract or **RFP 2023-03**, the AUTHORITY shall have the right to require CONTRACTOR to perform the services or provide the products in conformance with the terms of this Contract and/or **RFP 2023-03** at no additional cost to the AUTHORITY. When the services to be performed or the products to be provided are

of such nature that the difference cannot be corrected, the AUTHORITY shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of this Contract; and/or (2) if applicable, reduce the Contract price to reflect the reduced value of the services performed or products provided. The AUTHORITY may also terminate this Contract for default and charge to CONTRACTOR any costs incurred by the AUTHORITY because of CONTRACTOR's failure to perform.

CONTRACTOR shall establish adequate procedures for self-monitoring to ensure proper performance under this Contract; and shall permit an AUTHORITY representative to monitor, assess or evaluate CONTRACTOR's performance under this Contract at any time upon reasonable notice to CONTRACTOR.

7. INDEPENDENT CONTRACTOR. CONTRACTOR is an independent contractor and not an officer, employee or agent of AUTHORITY, and is solely responsible for its acts or omissions (and the acts and omissions of its agents and employees). CONTRACTOR acknowledges and agrees that: (i) this Contract constitutes a "business-to-business" contract under section 2776 of the California Labor Code, and the CONTRACTOR is a "business service provider", and the AUTHORITY is the "contracting business"; (ii) AUTHORITY has no control or direction of the means, methods, or techniques utilized by CONTRACTOR in connection with performance and implementation of the Services; (iii) CONTRACTOR is providing the Services directly to the AUTHORITY and not to customers of the AUTHORITY; (iv) CONTRACTOR maintains a business location, which can include the CONTRACTOR's residence, separate from the business or work location of the AUTHORITY; (v) CONTRACTOR is customarily engaged in an independently established business of the same nature as the Services to be provided pursuant to this Contract; (vi) CONTRACTOR is free to contract with other businesses or customers to provide the same, or similar, services and maintains a clientele without restrictions from the AUTHORITY; (vii) CONTRACTOR advertises and holds itself out to the public as available to provide the same or similar services as the Services; (viii) CONTRACTOR provides its own tools, vehicles, and equipment to perform the Services, excluding any proprietary materials that may be necessary to perform the Services under the contract; (ix) CONTRACTOR had the ability to

negotiate the compensation set forth in this Agreement; (x) CONTRACTOR, consistent with the nature of the work to be performed hereunder, can set its own hours and location of work in connection with the Services, (xi) CONTRACTOR is not performing the type of work for which a license from the Contractors' State License Board is required, pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, (xii) this Contract specifies the payment amount, including any applicable rate of pay, for the Services to be performed, as well as the due date of payment for such Services, (xiii) if the Services are performed in a jurisdiction that requires the CONTRACTOR to have a business license or business tax registration, the CONTRACTOR has the required business license or business tax registration, and (xiv) CONTRACTOR meets all of the other standards set forth in section 2776 of the California Labor Code to be considered an independent contractor, including meeting the Borello standard that governs independent contractor status (see S.G. Borello & Sons, Inc. v. Dept. of Industrial Relations (1989) 48 Cal.3d 341). Neither CONTRACTOR, nor any of CONTRACTOR's officers, employees, subcontractors, sub-consultants, or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to AUTHORITY's employees. CONTRACTOR expressly waives any claim it may have to any such rights. CONTRACTOR shall have no authority to bind AUTHORITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against AUTHORITY, whether by contract or otherwise, unless such authority is expressly conferred under this Contract or authorized written amendments to this Contract.

8. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by CONTRACTOR with any other party for furnishing any of the work or services under this Contract without the prior written approval of the AUTHORITY; but this provision shall not require the approval of contracts of employment between CONTRACTOR and personnel assigned under this Contract, or for Parties named in **Insert Solicitation No.** and agreed to under this Contract.

9. SERVICE-CONTRACT ACT. For all service contracts in excess of \$2,500, whose principal purpose of which is to furnish services through the use of "service employees", both Parties hereby agree to comply with the Service Contract Act, as amended (41 U.S.C. 6701,

et seq.), the applicable provisions of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR Parts 4, 6, 8, and 1925).

10. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the AUTHORITY, its directors, officers, Board of Commissioners, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any act, omission, or services of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives arising out of or in any way relating to this Contract, including but not limited to property damage, bodily injury, or death (Authority employees included), or any other element of damage of any kind or nature whatsoever, relating to or in any way connected with or arising from the performance of Contractor, its officers, employees, subcontractors, independent contractors, agents or representatives from this Contract. Contractor shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or legal action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by Contractor, Contractor shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of Authority; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Contractor's indemnification to Indemnitees as set forth herein. Contractor's obligation hereunder shall be satisfied when Contractor has provided to Authority the appropriate form of dismissal relieving Authority from any liability for the action or claim involved.

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



Authority does not, and shall not, waive any rights that it may possess against Contractor because of acceptance by Authority, or the deposit with Authority, of any insurance policy or certificate required pursuant to this Contract. This hold harmless, indemnification and defense provision shall apply regardless of whether or not any insurance policies determined to be applicable to the claim, demand, damage, liability, loss, cost or expense. The indemnity obligations of Contractor contained in this Contract shall survive the termination and expiration of this Contract.

11. INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation to indemnify or hold the AUTHORITY and the Indemnitees harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Contract. As respects to the insurance section only, the AUTHORITY herein refers to the Housing Authority of the City of Berkeley its directors, officers, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

11.1 Workers' Compensation. If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the AUTHORITY.

11.2 Commercial General Liability. Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR's performance of its obligations hereunder. Policy shall name the AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall

apply separately to this Contract or be no less than two (2) times the occurrence limit.

11.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the obligations under this Contract, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

11.4 Professional Liability. CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR's performance of work included within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

11.5 General Insurance Provisions - All lines.

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the Authority Risk Manager. If the Authority's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$2,500,000 per occurrence each such retention shall have the prior written

consent of the Authority Risk Manager before the commencement of operations under this Contract. Upon notification of self-insured retention unacceptable to the AUTHORITY, and at the election of the Authority's Risk Manager, CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Contract with the AUTHORITY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to furnish the AUTHORITY with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the Authority Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) calendar days written notice shall be given to the AUTHORITY prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Contract shall terminate forthwith, unless the AUTHORITY receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the AUTHORITY has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance***

*is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*

- d. It is understood and agreed to by the Parties hereto that the CONTRACTOR's insurance shall be construed as primary insurance, and the AUTHORITY's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- e. If, during the term of this Contract or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Contract, including any extensions thereof, exceeds two (2) years; the AUTHORITY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Contract, if in the Authority Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
- f. CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Contract.
- g. The insurance requirements contained in this Contract may be met with a program(s) of self-insurance acceptable to the AUTHORITY.
- h. CONTRACTOR agrees to notify AUTHORITY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Contract.

12. GENERAL.

12.1 CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free

from all liens, claims or encumbrances.

12.2 CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations, in connection with performance of the services set forth in this Contract. CONTRACTOR will comply with all applicable AUTHORITY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

12.3 CONTRACTOR shall be liable for any damage caused by CONTRACTOR to any AUTHORITY properties during CONTRACTOR's performance of the services or authorized extra work, and such damage shall be repaired at the CONTRACTOR's sole expense.

12.4 Contractor represents and warrants that Contractor is registered to do business in the State of California with the California Secretary of State.

12.5 Contractor acknowledges that Authority may enter into agreements with other contractor or consultants for services similar to the services that are the subject of this Contract or may have its own employees perform services similar to the services contemplated by this Contract.

12.6 Without limiting Contractor's hold harmless, indemnification and insurance obligations set forth herein, in the event any claim or action is brought against the Authority relating to Contractor's performance or services rendered under this Contract, Contractor shall render any reasonable assistance and cooperation which the Authority shall require.

13. TERMINATION.

13.1 AUTHORITY may terminate this Contract without cause at any time upon written notice served upon the CONTRACTOR stating the extent and effective date of termination.

13.2 AUTHORITY may, upon five (5) days written notice, terminate this Contract for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the

terms of this Contract or fails to make progress so as to endanger performance and does not immediately cure such failure. In the event of such termination, the AUTHORITY may proceed with the work in any manner deemed proper by AUTHORITY.

13.3 After receipt of the notice of termination, CONTRACTOR shall:

(a) Stop all work under this Contract on the date specified in the notice of termination; and

(b) Transfer to AUTHORITY and deliver in the manner as directed by AUTHORITY any data, estimates, graphs, summary reports, or other related materials and or records, as may have been prepared or accumulated by CONTRACTOR in performance of services, whether completed or in progress or which, if the Contract had been completed or continued, would have been required to be furnished to AUTHORITY.

13.4 After termination, AUTHORITY shall make payment only for CONTRACTOR'S performance, which has been completed and accepted by AUTHORITY, up to the date of termination in accordance with this Contract.

13.5 CONTRACTOR's rights under this Contract shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Contract by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Contract. In such event, CONTRACTOR shall not be entitled to any further compensation under this Contract.

13.6 If the termination is due to a default by CONTRACTOR the AUTHORITY may take over the work and prosecute the same to completion by contract or otherwise. CONTRACTOR shall be liable to the AUTHORITY for any reasonable additional costs incurred by the AUTHORITY to revise work for which the AUTHORITY has compensated CONTRACTOR under this Contract, but which the AUTHORITY has determined in its sole discretion needs to be revised in part or whole to complete the services required under this Contract. Following discontinuance of services, the AUTHORITY may arrange for a meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to adequately

fulfill its requirements under this Contract. In its sole and absolute discretion, AUTHORITY's representative may propose an adjustment to the terms and conditions of the Contract, including the Contract price. Such contract adjustments, if accepted in writing by the Parties, shall become binding on CONTRACTOR and shall be performed as part of this Contract. In the event of termination due to a default by CONTRACTOR this Contract shall terminate immediately upon CONTRACTOR's receipt of the notice of termination. Termination of this Contract for cause may be considered by the AUTHORITY in determining whether to enter into future contracts with CONTRACTOR.

13.7 The rights and remedies of the AUTHORITY provided in this Section are in addition to any other rights and remedies provided by law, in equity or under this Contract.

14. FORCE MAJEURE. If either Party is unable to comply with any provision of this Contract due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts, such Party shall not be held liable for such failure to comply, provided the other Party receives written notice of such force majeure event no later than five (5) calendar days after commencement of such force majeure event.

15. COMPLIANCE WITH CALIFORNIA GOVERNMENT CODE. It is understood and agreed that Contractor shall comply with California Government Code, Section 7550. Government Code, Section 7550 provides in part that when the total cost for work performed for a local Authority by nonemployees of such Authority exceed Five Thousand Dollars (\$5,000), any document or written report prepared in whole or in part by nonemployees for such Authority shall contain, in a separate section, the numbers and dollar amount of all contracts and subcontracts relating to the preparation of such document or written report.

16. CONFLICT OF INTEREST. CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Contract. CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under

this Contract. CONTRACTOR agrees to inform the AUTHORITY in writing of all CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the AUTHORITY's interests.

CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Contract.

CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to AUTHORITY employees.

17. ADMINISTRATION. The AUTHORITY Executive Director (or designee) shall administer this Contract on behalf of AUTHORITY. **Vendor Rep. Name** shall administer this Contract on behalf of Contractor.

18. ASSIGNMENT. This Contract shall not be delegated or assigned by CONTRACTOR, either in whole or in part, without prior written consent of AUTHORITY. Any assignment or purported assignment of this Contract by CONTRACTOR without the prior written consent of AUTHORITY will be deemed void and of no force or effect.

19. NONDISCRIMINATION. CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability (including HIV or AIDS status), medical condition, sexual orientation, marital or domestic partner status, sex or gender identity in the performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

20. ALTERATION. No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties hereto, and no oral understanding or



agreement not incorporated herein shall be binding on any of the Parties hereto.

21. ELIGIBILITY. Services and benefits shall be provided by CONTRACTOR to individuals without reference to their ethnic group identification, race, age, religious creed, color, national origin, ancestry, disability, sexual orientation, marital or domestic partner status, sex or gender identity.

22. LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of this Contract, possession of a current and valid license in compliance with any local, State, and Federal laws and regulations relative to the scope of services to be performed under Exhibit A and RFP 2023-03. and that services(s) will be performed by properly trained and licensed staff.

23. CONFIDENTIALITY. CONTRACTOR shall observe all Federal, State and AUTHORITY's regulations concerning confidentiality of records. The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Contract. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; social security numbers, medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; AUTHORITY information or data which is not subject to public disclosure; AUTHORITY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Contract. The CONTRACTOR shall promptly transmit to the AUTHORITY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Contract or authorized in advance in writing by the AUTHORITY, any such information to anyone other than the AUTHORITY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a

photograph.

24. WORK PRODUCT. All reports, preliminary findings, or data assembled or compiled by CONTRACTOR under this Contract become the property of the AUTHORITY. The AUTHORITY reserves the right to authorize others to use or reproduce such materials. Therefore, such materials shall not be circulated in whole or in part, nor released to the public, without the direct written authorization of the AUTHORITY Executive Director or an authorized designee.

25. RECORDS AND DOCUMENTS. The Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or Authority officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this Contract in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least seven (7) years after the expiration of the term of this Contract.

26. NONCONFORMING PAYMENTS. In the event CONTRACTOR receives payment under this Contract which is later disallowed by the AUTHORITY for nonconformance with the terms of the Contract, CONTRACTOR shall promptly refund the disallowed amount to the AUTHORITY on request; or at its option the AUTHORITY may offset the amount disallowed from any payment due to CONTRACTOR.

27. NO PARTIAL DELIVERY OF SERVICES. CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Contract.

28. LABOR STANDARDS. CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

29. JURISDICTION AND VENUE. This Contract shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Contract shall be filed only in the Superior Court of the State of California located in Oakland, California, and the Parties waive any provision of law providing for a change of venue to another location.

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

31. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully performed or are not capable of being fully performed as of the date of termination will survive termination of this Contract.

32. NOTICES. Any notice or other communication required or permitted under this Contract shall be sufficiently given if delivered in person or sent by one of the following methods, (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S. mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight service with tracking capabilities. Notices or communications shall be deemed properly delivered to the respective Parties at the addresses set forth below, or such other addresses provided by the Parties in writing, and are deemed submitted as of the date personally delivered or two days after their deposit in the United States mail postage prepaid, or via overnight service:

James Williams  
Executive Director  
Berkeley Housing Authority  
1947 Center St., 5<sup>th</sup> Floor  
Berkeley, CA 94704

33. MISCELLANEOUS. As used in this Contract, the term CONTRACTOR also includes CONTRACTOR's owners, officers, employees, representatives and agents.

34. SEVERABILITY. If any provision in this Contract is held by a court of competent

jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

35. AUTHORITY. The undersigned represents and warrants that he or she has full power and authority to enter into this Contract and to bind Contractor in accordance with the terms of this Contract.

36. NO THIRD PARTY BENEFICIARIES. The Parties to this Contract acknowledge and agree that the provisions of this Contract are for the sole benefit of the Contractor and the Authority, and not for the benefit, directly or indirectly, of any other person or entity, except as otherwise expressly provided herein.

37. ENTIRE CONTRACT. This Contract, including any attachments or exhibits, constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. In the event of any conflict between this Contract and any other written agreement or acknowledgement, the terms of this Contract shall prevail. This Contract may be changed or modified only by a written amendment signed by authorized representatives of both Parties.

38. NON-LIABILITY OF AUTHORITY OFFICIALS, EMPLOYEES AND AGENTS. No member, official, employee or agent of the Authority shall be personally liable to Contractor in the event of any default or breach by the Authority or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Contract.

39. MARKETING AND LOGO USE. During the term of this Agreement, Contractor shall not have the right to use and/or display Authority's logos and trade names, or discuss this Agreement, for any type of marketing, advertisement, or promotional purposes, including, but not limited to, in connection with Contractor's website (or other 3rd party website), marketing materials (of either Contractor or through a 3rd-party), journals, or other types of communication of any kind, without the express prior written approval of Authority. Failure to comply with this provision shall constitute a material breach under this Agreement.

40. TRAVEL. To the extent that travel has been explicitly authorized by the Authority in

writing under this contract, all travel expenses and costs for accommodations incurred by CONTRACTOR under this Contract shall be reasonable and shall not exceed the per diem rates for Berkeley, CA, which were in effect for the period in which the travel occurred, which rates were established along with rates for the lower 48 continental United States (CONUS) and the District of Columbia, adopted by the U.S. General Services Administration (GSA). The rates can be found at gsa.gov A daily per-diem may be charged by Contractor as an expense when performing services at AUTHORITY offices only, provided such per diem rate (i) does not exceed the amount permitted by GSA per day, and (ii) does not increase the Initial Term Contract Amount and Extension Term Contract Amount.

41. ADDITIONAL FEDERAL REQUIREMENTS. Whereas the work and services herein may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Consultant, its contractors, its sub-contractors, consultants, and sub-consultants shall comply with, to the extent applicable, the following requirements:

41.1 Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR, Subtitle B, chapter 60): The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor shall ensure that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this non-discriminating clause.

41.2 Copeland “Anti-Kickback” Act (18 U.S.C. 874): CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Authority will report all suspected or reported violations to the U.S. Department of Housing and Urban Development, (HUD).

41.3 Davis-Bacon Act, as amended (40 U.S.C. sections 3141-3148): When required by Federal program legislation, all construction contracts awarded by the Authority of more than \$2000 shall comply with the Davis-Bacon Act (40 U.S.C. sections 3141-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under the Davis-Bacon Act, CONTRACTOR shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, CONTRACTOR shall be required to pay wages not less than once a week. The Authority will report all suspected or reported violations to HUD.

41.4 Contract Work Hours and Safety Standards Act (40 U.S.C. sections 3701-3708): Where applicable, in a contract awarded by Authority in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers CONTRACTOR shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. sections 3701-3708), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Contract Work Hours and Safety Standards Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Contract Work Hours and Safety Standards Act is applicable to construction work and

provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

41.5 Rights to Inventions Made Under a Contract or Agreement: Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

41.6 Rights to Data and Copyrights: Consultants and Contractors shall comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR section 27.4, Federal Acquisition Regulations (FAR).

41.7 Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended: in the event this Contract is in excess of \$100,000 Contractor shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations will be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

41.8 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

41.9 Debarment and Suspension (Executive Orders (E.O.s) 12549 and 12689): No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR part 180. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

41.10 Drug-Free Workplace Requirements: The Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106) CONTRACTOR certifies that they will provide drug-free workplaces. CONTRACTOR certifies that it will comply with drug-free workplace requirements in accordance with the Drug-Free Workplace Act and with HUD's rules at 2 CFR part 182.

41.11 Federal Employee Benefit Clause: No member of or delegate to the congress of the United States shall be admitted to any share or part of this Contract or to any benefit to arise from the same.

41.12 Energy Efficiency: Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

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

- i. Exhibit A - Scope of Services;
- ii. Exhibit B – Payment Schedule; and
- iii. Exhibit C - Form HUD-5370-C (11/30/2023), General Conditions for Non-Construction Contracts.



**(Remainder of Page Intentionally Blank)**

**(Signatures on next page)**

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Contract as of the date set forth above.

“AUTHORITY”

HOUSING AUTHORITY OF THE CITY OF BERKELEY, a public entity corporate and politic

By:   
James Williams, Executive Director

Date: 6/15/2023

“CONTRACTOR”

GRANT CONSULTING, HCV/PBV Consulting Firm

By:   
MORLENE GRANT  
Consultant

Date: 6/13/2023

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**EXHIBIT “A”**  
**SCOPE OF SERVICES**

GRANT CONSULTING, a California consulting firm (“Contractor”) shall provide the following services to the Housing Authority of the City of Berkeley (“Authority”) as required in the Contract for Contract for Services\_Services (“Contract”):

1. All services set forth in RFP 2023-03 for HCV/PBV Services;
2. All services set forth in Contractor’s proposal submitted to the Authority on May 26, 2023 connection with RFP 2023-03; and
3. The following scope of services:

The consulting contract will include, but not be limited to, the key tasks outlined below. The initial meeting with the Executive Director will provide for more specificity on the initial work functions.

- Collaborate with the Executive Director on a comprehensive evaluation of the HCV and PBV functions, operations, and workflows.
- Provide for a quality control assurance plan that will be utilized to internally measure SEMAP performance and ensure that the agency achieve HUD high-performer status.
- Audit the HCV and PBV files and correct any files that are determined to be deficient or otherwise lacking necessary information and documentation.
- Maintain the Housing Choice Vouchers wait list and ensure that a minimum of 98% of vouchers are being utilized.
- Conduct resident, agent, and landlord briefings, interviews, and orientation meetings with residents, agents, and landlords to review all aspects of contract obligations.
- Initial rent calculation and qualification of families in accordance with all applicable regulations and policies.

- Complete all interim and recertification documents including all supportive information such as, but not limited to, applications, verifications, forms, and background checks.
- Schedule and complete the housing inspection process and maintain quality records of the inspection results.
- Provide excellent customer service to residents and landlords to include returning phone calls in no more than 48 hours.
- Establish a reporting schedule for meeting with the Executive Director to provide regular briefings on the HCV and PBV programs.

**EXHIBIT "B"**

**Costs**

Contract Cost:

Initial Assessment of Work to be processed: \$100.00 - \$150.00 (not to Exceed 60 hours)

Housing Analysts: \$80.00 per hour

Clerical Assistant: \$50.00 per hour

Hours will be determined based on results of initial assessment and meeting with Executive Director

Travel Expenses: (Current Mileage Rate)

Grants Consulting						
Berkeley Housing Authority Assessment Action Plan						
Goal	Lead	Supporting	Source of Priority	Outcome	Corrective Action	Projected Completion Date
<b>1 SEMAP Compliance</b>						
1.1 Review SEMAP report for deficiencies	Grants Consulting	BHA Staff	SEMAP Report Indicators	6/15/23- Reviewed current PIC report to determine the variance in Elite vs. PIC. PIC database is not consistent with Elite. <i>Number of families in PIC show 1632 vs VMS Units Leased of 1547. Difference of 85.</i>	6/28/23 Compared data from PIC and Data reports from Elite to determine the true number of participants and corrective actions needed.	<b>7/7/2023 Completed</b>
1.1.1 Review PIC report for corrective actions and recommendations.	Grants Consulting	BHA Staff-Tilda Banes	HUD PIV/EIV Discrepancy Report	07/23/23: Reviewed EIV Quarterly Discrepancy Report. Report indicated fatal errors in EIV system. Fatal Errors are also noted in PIC System.	8/3/23: Corrective actions must be processed and submitted to PIC via 50058. 9/30/23 Discussed procedures with Housing Supervisor.	<b>*9/30/2023 Completed</b>
<b>2 Wait List Review</b>						
2.1 Review Selection process from Wait List: Determine number of waitlist participants for processing.	Grant Consulting	BHA Staff	Emphasis/Elite Program	6/27/23 Reviewed available wait list reports in Elite System. Unable to determine current available waitlist to process.	6/27/23 BHA will need to contact Emphasis to determine which is the active waitlist to work from. <b>9/12/23 Finance Manager confirmed that the Waitlist on Elite dated 2010 was the active waitlist to be purged.</b> <b>9/30/23</b> Previous information provided by Finance Manager was incorrect. Unable to determine at this date which waitlist is the actual current wait list to process. <b>10/11/23</b> Reviewed applicant files for comparability to Wait List on G Drive. Determined that updates were not noted in waitlist. Reviewed applicant files for compliance. Determined that applicant files lacked accurate documentation. Recommendation is to mail out waitlist updated to determine continued participation and income documentation to start processing remaining applicants on 2010 Waitlist.	<b>10/11/23 Completed</b>
2.1.1 Review Waitlist Purge Process	Grant Consulting	BHA Staff	Emphasis/Elite Program	7/18/23 Discovered copies of Waitlist Purge letters on top of file cabinet in conference room. Returned letters had attached envelopes with forwarding addresses. No indication that letters were sent to forwarding addresses for response.	8/3/23 Need to determine how many 2nd request letters were forwarded to corrected addresses and updated in the waitlist. <b>9/30/23</b> Unable to retrieve required documents from outside contractor processing wait list information. <b>10/10/23</b> Reviewed the file named 2010 WL on BHA G: Drive. Retrieved number of applicants for update. Determined that 270 applicants were active with no status update information in the spread sheet. Determined that 79 applicants had pending status with no update. Recommendation is to mail update letters to all active and pending applicants requesting income for processing vouchers. <b>11/7/23. Discovered that the 2010 waitlist is on the Elite System named Housing Choice Voucher Waitlist. No date was associated with the title. Unsure as to why previous staff were using a Excell spreadsheet to process the waitlist.</b>	<b>3/31/2024 Completed</b>

Grants Consulting						
Berkeley Housing Authority Assessment Action Plan						
Goal	Lead	Supporting	Source of Priority	Outcome	Corrective Action	Projected Completion Date
2.2 Review Voucher Issuance Process	Grant Consulting	BHA Staff		7/10/23 Reviewed current BHA Admin Policy for Waitlist purge and processing. Unable to determine which wait list to draw from. Unable to determine if wait list was properly purged or combined. Some wait lists are kept on BHA G:Drive and not in a clear path to determine the most current list to work from. Unable to determine if a random lottery is a true random lottery or if Vouchers were issued in order of waitlist.	7/18/23 Need to determine which list in Elite is the current list to draw from. <b>09/30/23</b> Unable to determine proper waitlist to draw from. Previous information provided for assessment was incorrect. Wait list on excell spreadsheet prvided by outside contractor was not clear in determining the validity of proper procedures in accordance with the Admin policy and HUD regulations. <b>See notes in 2.1 dated 10/11/23.</b>	*11/30/23 Completed
2.2.1 Voucher Issuance Process	Grant Consulting	BHA Staff	Discovery during Assessment	9/12/23 Staff will need additional training and procedures to properly implement the Section 8 HVC waitlist in Elite. Assessment is needed by HR to determine the number of staff available and additional training needed to complete the required task of properly processing applicants from waitlist.	9/12/23 Staff completed waitlist training with Emphasys. <b>9/18/23 Reimplement wait list process from BHA 2008-2009 Procedure Manual. Train designated staff to properly process the wait list procedure.</b>	*11/30/23 Completed
2.3 Reviewing Wait List Utilization	Grant Consulting	BHA Staff	SEMAP Report Indicators	7/18/23 Available wait list in Elite vary from year to year. Most current is dated July 2022.	7/18/23 Perform a random selection of current vouchers issued to determine which waitlist the voucher was issued from. 9/12/23 Compare program management report in Elite to VMS data reported to HUD for utilization.	Complete 10/14/23
2.3.1 Wait List Utilization	Grant Consulting			9/5/2023 Assessment of active open vouchers from Voucher Issue History report in the Elite system. Report indicates that there are 203 open vouchers from 12/15/15 - 7/20/23.	9/18/23 Review each voucher issuance to determine current status of applicant. Corrective action needed: Expire unused vouchers issued.	*10/20/23 Completed
<b>3 Annual Recertifications Review</b>						
3.1 Determine number of late annual recerts for processing and recommendations for completion.	Grants Consulting	BHA Staff-Tilda	SEMAP Report Indicators Emphasis/ Elite Reporting System/PIC System	6/15/23-Reviewed annual reports provided from Elite System. Determined number of late reexaminations in Elite system totals 182. <i>Pic report shows 70 Need to do an analysis of the variance.</i>	6/15/23: Compare data reports in PIC to data Reports in Elite systems. Determine the variance and process correction.	7/31/2023 Completed
3.1.1 Annual Recertification Processing in Elite System				6/21/23: Found that Housing Staff are not consistent with using the updated version of the Elite System. Review of Elite System by staff should be done to ensure all Housing Representatives are using the same updated version of the Elite System to process annual recertifications and related actions.	6/21/23 Reviewed and trained staff on processing Aged Annual Recertification reports in Elite System.	6/21/2023 Completed
3.2 Determine Process procedures for income verification and calculation for backlog of annual and interim reexaminations.	Grants Consulting	BHA Staff	SEMAP Report Indicators	6/20/23: Met individually with Housing Representative reviewing process for retrieving documents for backlog. Determined that the barrier is due to participants not returning documents and backlog became overwhelming. 6/22/23: Review documents to determine current process for calculation of backlogged recertifications and document processing.	6/27/23: Prepare written procedures for annual processing including utilizing EIV, mailing of recertification packets and processing. 7/11/23 Letters mailed for 100+ late annual recertifications for 2021,2022 & 2023. 7/15/2023 2nd Request letters were mailed. 08/2/23: Continued processing backlogged recertification paperwork received in Elite System.	*10/20/23 Completed

Grants Consulting						
Berkeley Housing Authority Assessment Action Plan						
Goal	Lead	Supporting	Source of Priority	Outcome	Corrective Action	Projected Completion Date
3.3 Determine amount of Filing backlog of documents for current participants files and recommendations for completion.	Grants Consulting	BHA Staff		<p><b>6/20/23:</b> Met individually with Housing Representatives to review filing backlog. Determined that hundreds of documents need to be alphabetized and filed in respective client folders. This includes the majority of backlogged recertification documents.</p> <p><b>7/11/23</b> Determined that filing backlog had accumulated from 2017 - 2023 for 1500+ clients. The quantity of documents to be filed were in the thousands which included new, interim and annual recertification packages; income documents; issued vouchers, portability packages; tenant and owner correspondence; Fiscal Data Sheets; Rent increase requests and all other BHA required documents. <b>7/18/23</b> Portability filing will need to be completed for approximately 80 participants and corrective action removing holds placed and processing proper 50058 documents for portability.</p>	<p>6/22/23 Grant staff began sorting and filing of backlogged documents.. Auditing files for completeness. <b>7/18/23</b> Backlog filing from 2017 - 2023 sorted and assembled and properly placed in Participants files for HCV and special programs. Unfiled documents from 2017 through 2023 due to missing file folders or termination. Processed any corrective actions found during review of files.</p>	<b>7/31/2023 Completed</b>
3.3.1 Filing Backlog of Housing Quality Inspection Reports				<p><b>8/3/23:</b> Discovered that HQS reports were not being filed in participants folders. Reports bundled and kept in file cabinet.</p> <p><b>8/31/23</b> Found that inspection appointment letters and inspection result letters were not filed with inspection reports.</p>	<p>8/8/23: Determine number of reports to be filed in participant folders.</p> <p>8/31/23 Requested printed copy of inspection letters for filing with inspection reports.</p> <p><b>10/31/23 Unable to locate files for remaining filing to be completed. Documents consist of annual recertification and inspection reports. for years prior to 2023.</b></p>	<b>*10/31/2023 Completed</b>
3.3.2 Filing System Restructuring				<p>7/18 /23: Filing system is out of order, missing lables, need purging. Terminations file folders are in disarray and must be restructured. All participant files need to be reviewed for Quality Control and purged according to the BHA 2008-2009 Standard Operating Procedure.</p>	<p>8/03/2023 Recommendation: File system should be restructured by program served. File lables need to be placed on files with written names. Files should be placed in proper order by label. Terminated files need to be filed alphabetically within the existing numbering system. <b>9/30/23 Staff (Cody Henderson)</b> has taken initiative to clean up and purge the terminated files.</p>	<b>*9/30/2023 Completed</b>
3.4 Determine Process for corrective actions for 50058 PIC transfers	BHA Staff	Grant Consulting	PIC Error Report	<p>6/15/23-Need to identify corrective actions needed for late and unprocessed 50058's for Annnal Recertifications as well as Inspections.</p>	<p>8/31/23 Reviewing PIC procedures for processing corrective actions.</p>	<b>9/30/2023 Completed</b>
3.4.1. Portability review	Grants Consulting	BHA Staff	PIC Error Report	<p>7/20/23 Portability is backlogged. Incompleted processing of over 60 casefiles for various Housing Authorities</p>	<p>8/3/23 Need to complete processing portability files including contacting Housing Authorities, processing in Elite System. Check the PIC system for proper processing of 50058.</p>	<b>*8/31/2023 Completed</b>



Grants Consulting						
Berkeley Housing Authority Assessment Action Plan						
Goal	Lead	Supporting	Source of Priority	Outcome	Corrective Action	Projected Completion Date
3.4.2 Determine Process for reviewing and clearing Holds placed on HAP payments due to Failed Inspections, Abatements, Portability and Termination.	BHA Staff/Finance			7/11/23 Finance provided spread sheet report for payment holds. Report contained participants listed from 02/10/2021 through 06/28/23. Holds for 2021 for 17 participant were either terminated or ported to a different jurisdiction. Paperwork was located in the backlog of filing and had not been processed completely. Holds were placed in 2021 for 17 participants; 2022 for 26 participants; and 2023 for 81 participants. There is no apparent process or communication between Finance and Housing Staff to efficiently alleviate backlog of held HAP Payments.	7/18/23 Locating backlog of filing for 17 participants on hold in 2021 for possible termination or portout. Review files to determine if proper 50058 has been submitted for portout or termination. <b>8/22-08/24</b> Researched and processed documents for HUD PIC System and Elite for participants on HOLD from 2021 thru 2022. Submitted necessary 50058's to PIC system and completed corrections in the Elite System. <b>10/03/23</b> Completed processing corections for the HAP Holds from 2021-2022 and submitted to Fiance Department.	<b>10/3/23 Completed</b>
3.5 Determine Process for Implementation of MTW Triennial Certifications and Biennial HQS Inspections.	BHA Staff	BHA Staff	BHA Admin Plan/Policies	7/10/23 - Reviewed MTW documentation in BHA Admin Plan. Reviewed MTW Supplemental dated 6/23/23.	7/10/23 Documented process is needed for desk procedures to implement programs.	TBD
<b>4 Annual Inspections Review</b>						
4.1 Review process of distribution of HQS inspection reports to landlord and clients to determine compliance.	BHA Staff-Tilda Barnes	BHA Staff	SEMAP Report Indicators	6/21/23- Met with Office specialist to determine the number of HQS inspections to be processed on a monthly basis. 8/22/23 Discussed procedures with contracted Housing Inspector.	8/8/23: Need to review outside contractors procedures for scheduling and processing annual inspections. <b>8/23/23</b> Need to prepare desk procedures for processing inspection reports and processing 50058 for PIC.	TBD
				6/15/23- Reviewed Annual inspection reports to determin number of late inspections in Elite System vs. PIC.	8/3/23 Elite reports shows minimal number of annual inspections due.	<b>8/3/2023 Completed</b>
<b>5 Quality Control Review</b>						
5.1 Assess process for review of Sample of Participant Files for SEMAP Compliance.	BHA Staff ED	Grant Consulting	SEMAP Report Indicator	7/18/23 Review Quality Control BHA Procedures.	8/23/23 Need to determine who will process the sample for Quality Control review as well as the required Housing Inspections. (BHA Staff or Outside Contractor) <b>8/31/23</b> Reviewed approximately 100 participants files and found that a majority of files were processed correctly and completely.	*9/30/2023 Completed
5.2 Assess and Develop Process for corrective actions.	BHA Staff ED	BHA Staff ED		10/16/23 Staff has not been identified to continue the Quality Control review of participant files.		TBD
<b>6 Lanlord Outreach</b>						
6.1 Assess and Develop process to Solicit landlords through flyers, townhall meetings, etc.	BHA ED			ED is looking to use Interns from UC Berkeley to develop a process.		TBD
<b>Action Plan Summary</b>						
Insure that the BHA Section 8 Program is SEMAP compliant; delinquent annual re-certifications are up-to-date; Waiting list for HCV and PBC is utilized to issue Vouchers up through contract signing;						
Summarize all HQS inspection reports and give to landlord and client; Solicit landlords (reluctant to lease to Section 8 families) through incentives, meetings, letters/flyers/notices; Review/Audit case files to insure that required documents are present and to make changes as necessary; Contact with landlords and prospective tenant to insure they know and will abide by the Rules and Regulations.						
<b>*Competition dates may change due to assessment findings.</b>						

Berkeley Housing Authority  
50058 Reporting

		Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24
A	Utilization (Leased/Total Units)	1533/1989	1539/1989	1534/1989	1531/1989	1524/1989	1531/1989	1528/1989
	In Units (%)	77.07%	77.38%	77.12%	76.97%	76.62%	76.97%	76.82%
	In Dollars (%)	86.60%	86.80%	86.90%	86.90%	87.00%	87.50%	91.00%
A.1	Tenant Based %	73.57%	74.14%	73.51%	73.00%	72.68%	73.25%	72.74%
	(Leased/Total Units)	1158/1574	1167/1574	1157/1574	1149/1574	1144/1574	1153/1574	1145/1574
	Voucher issued		1					1
	New Admissions							
	Vouchers searching	8	9	9	9	9	7	8
A.2	Project Based%	90.86%	89.87%	92.00%	93.33%	93.07%	92.80%	93.87%
	(Units)	338/375	337/375	345/375	350/375	349/375	348/375	352/375
A.3	VASH (%)	92.50%	87.50%	80.00%	80.00%	77.50%	77.50%	77.50%
	(Leased/Total Units)	37/40	35/40	32/40	32/40	31/40	31/40	31/40
	Voucher issued							
	New Admissions							
	Vouchers searching	0	0	0	0	0	0	1
B	Mainstream (%)	69.42%	70.25%	70.25%	70.25%	74.38%	76.86%	75.21%
	(Leased/Total Units)	84/121	85/121	85/121	85/121	90/121	93/121	91/121
	Voucher issued	2	3			2	0	5
	New Admissions	2	4	1	7	1	1	1
	Vouchers searching	24	21	18	11	12	11	14
C	EHV (%)	92.16%	84.31%	90.20%	94.12%	98.04%	96.08%	96.08%
	(Leased/Total Units)	47/51	43/51	46/51	48/51	50/51	49/51	49/51
	Voucher issued			3				
	New Admissions	1	1		3		1	
	Vouchers searching	4	4	6	3	3	2	2
D	Terminations	11	15	3	6	6	3	7
E	Success Rate	60%	60%	48%	63%	63%	63%	63%
F	New Landlords/Unit	5	5		2	1	1	1
G	Mod Rehab %	82.65%	82.65%	79.59%	76.53%	87.76%	86.73%	86.73%
	(Units)	81/98	81/98	78/98	75/98	86/98	85/98	83/98
H	Project Move Up							
I	FSS							
J	Port Ins (BHA Currently Absorbing)	4	1	5	1	7	3	1
	Port Outs (Managed by other PHAs)	2	2	1	2	3	0	
K	Late/Missing Annual Recert	71	70	80		64	78	55
L	Late HQS	31	25	27		18	17	17
M	Rent Increases - Received	19	13	0	72	67	46	62
	Rent Increases - Processed	19	13	0	72	67	46	62
N	Re-exams - Processed	173	198	199	231	224	178	406