



HOUSING AUTHORITIES

CITY OF EUREKA & COUNTY OF HUMBOLDT



735 WEST EVERDING STREET, EUREKA CA 95503
PHONE: (707) 443-4583 FAX: (707) 443-4762 TTY: (800) 651-5111

AGENDA

REGULAR MEETING OF THE CITY OF EUREKA HOUSING AUTHORITY BOARD OF COMMISSIONERS

DATE AND TIME
Monday – July 18, 2022
7:30pm

LOCATION

Pursuant to Assembly Bill No.361 (Chapter 165, Statutes of 2021) approved by the Governor on September 16, 2021, codified at Government Code Section 54953 a local legislative body is authorized to hold public meetings remotely via teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when, among other requirements, a legislative body of a local agency holds a meeting during a proclaimed state emergency, and makes the public meeting accessible “via a call-in option or an internet-based service option” to all members of the public seeking to access and attend the meeting, offer public comment, and address the legislative body.

PUBLIC PARTICIPATION

Public access to this meeting is available as follows:

Join Zoom meeting:

<https://us02web.zoom.us/j/81188262443?pwd=OFpuR1BKT011Q3hJS2VUeHpYZDcrZz09>

Meeting ID: 811 8826 2443

Passcode: 265754

Join Zoom meeting via phone: (669) 900-6833

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

- Send an email with your comment(s) to heatherh@eurekahumboldtha.org prior to the Board of Commissioners meeting.
- Call and leave a message at (707) 443-4583 ext. 219.

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

1. Roll Call

2. Brown Act, Remote Session Authorization, Resolution 1964 (pages 3 - 6)
Recommended Board Action: Accept and Adopt for Approval



The Housing Authorities are Equal Housing Opportunity Organizations



3. Public Comment (Non-Agenda):

This time is reserved for members of the public to address the Committee relative to matters of the County of Humboldt Housing Authority not on the agenda. No action may be taken on non-agenda items unless authorized by law. Comments will be limited to five minutes per person and twenty minutes in total.

4. Approve Minutes of the Board of Commissioners Meeting held June 21, 2022. (pages 7 - 11)

5. Bills and Communications:

- 5a. County of Humboldt Housing Authority, Resolution of Support for City Repositioning (page 12)
- 5b. Q2 2022, Tenant Newsletter (pages 13 - 14)

6. Report of the Secretary:

The Report of the Secretary is intended to brief the Commission on items, issues, key dates, etc., that do not require specific action, and are not separate items on the Board of Commissioners Agenda.

- 6a. Covid-19 Updates
- 6b. Occupancy and Leasing Report (page 15)
- 6c. HCV Utilization Reports (pages 16 - 18)

7. Reports of the Commissioners:

This time is reserved for Commissioners to share any relevant news or Housing related endeavors undertaken by Commissioners.

8. Unfinished Business:

This time is reserved for any business that has been carried over from previous meetings and/or discussions.

9. New Business:

- 9a. Progress update on 2022 annual goals (pages 19 - 24)
Recommended Board Action: Provide any recommendations to staff for updates/additions to goals.
- 9b. Request for Proposals, Community Engagement Consulting; Informational only (pages 25 - 47)
- 9c. Write Off of Uncollectible Account Receivable, Resolution 1965 (pages 48 - 49)
Recommended Board Action: Approve write off

10. Closed Session – If needed.

11. Adjournment

* * * Note * * *

Documents related to this agenda are available on-line at:

<https://eurekahumboldtha.org/governance/>

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

City of Eureka Housing Authority

Board of Commissioners Meeting

July 18, 2022

Agenda Item 2

Memorandum

To: Commissioners

From: Cheryl Churchill, Executive Director

Subject: Brown Act, Meetings Held Virtually

I. Background and Issue

The purpose of this Memorandum is to provide an update and recommendations regarding the state of the Brown Act and the Executive Orders relaxing certain of its provisions due to the pandemic.

On September 15, 2021, the California Legislature passed two separate bills providing varying degrees of relief from the Brown Act. Each bill is discussed below and awaits the Governor's signature.

II. Discussion

A. Teleconferencing under the Brown Act.

The Brown Act allows for meetings to occur via teleconferencing subject to certain requirements, particularly that the legislative body notice each teleconference location of each member that will be participating in the public meeting, that each teleconference location be accessible to the public, that members of the public be allowed to address the legislative body at each teleconference location, that the legislative body post an agenda at each teleconference location, and that at least a quorum of the legislative body participate from locations within the boundaries of the local agency's jurisdiction.

The teleconferencing option under the Brown Act has long been underutilized because it is impractical.

B. Assembly Bill 361

Assembly Bill 361 passed both houses of the Legislature on September 15, 2021, and on September 16, 2021 was signed into law by the Governor. This Bill allows a public entity to conduct a meeting without complying with the teleconferencing requirements of the Brown Act under any of the following circumstances:

- The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
or

- The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
- The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

A “state of emergency” means a state of emergency proclaimed by the Governor pursuant to Section 8625 of the California Emergency Services Act. The state of emergency proclaimed on March 4, 2020, by the Governor remains in effect.

If either of the above two circumstances is present, the legislative body may suspend the teleconferencing provisions under the Brown Act provided it complies with the following requirements: (Requirements not contained in the Executive Orders are shown in *italics* below.)

1. The legislative body shall give notice of the meeting and post agendas as otherwise required by the Brown Act, i.e., post 72 hours before regular meeting or 24 hours before special meeting.
2. The legislative body must allow members of the public to participate in the meeting and the agenda shall also give notice of the means by which members of the public may access the meeting and offer public comment.
3. *The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.*
4. The agenda shall identify and include an opportunity for all persons to attend via a call-in option and/or an internet-based service option.
5. *In the event of a disruption which prevents the public agency from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency’s control which prevents members of the public from offering public comments using the call-in option or internet-based service option, the body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored.*
6. *If a public entity provides for a timed public comment period, the legislative body shall not close the public comment period until the time period has expired.*
7. *If a public entity does not provide a timed public comment period, it shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register with the video service provider.*
8. All votes shall be by roll call vote.

In addition to the above requirements, the legislative body must within 30-days after first utilizing the relaxed teleconferencing option under AB 361 and every 30 days thereafter so long as the option is utilized, make the following findings by resolution:

1. The legislative body has reconsidered the circumstances of the state of emergency.
2. That any of the following circumstances exist:
 - a. The state of emergency continues to directly impact the ability of the members to meet safely in person.
 - b. State or local officials continue to impose or recommend measures to promote social distancing.

III. Summary and Recommendation

AB 361 contains an urgency clause, meaning it became effective immediately upon approval by the Governor. Accordingly, the relaxed teleconferencing option became available starting October 1, 2021, after the Executive Order expired.

As of the date of this memorandum, the necessary circumstances exist allowing our public entity to take advantage of the relaxed teleconferencing options under AB 361. In particular, the state of emergency continues to exist, and the County Health Officer has imposed or recommended measures to promote social distancing.

Accordingly, the following is recommended:

1. Provide direction to staff whether there is a collective desire to continue using the relaxed teleconferencing option under AB 361. If so, approve a resolution allowing such practice.
2. Within 30-days of the first meeting in which the teleconferencing option is authorized under AB 361, the legislative body will need to make the findings described above if it desires to continue using the teleconference option.
3. For so long as the option is available and utilized by the legislative body, the legislative body will need to make the findings described above every 30 days.

STAFF RECOMMENDATION:

If the need to continue meetings remotely is acknowledged by the board and meets the requirements as noted above, approve a resolution allowing such practice to continue moving forward until such time as it is no longer necessary or no longer allowed.

RESOLUTION NO. 1964

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF EUREKA HOUSING AUTHORITY MAKING
FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953, AS AMENDED BY ASSEMBLY BILL 361,
AND AUTHORIZING THE CONTINUED USE OF VIRTUAL MEETINGS**

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow the City of Eureka Housing Authority Board of Commissioners to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act;

WHEREAS, Assembly Bill 361, which was signed into law on September 17, 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the City of Eureka Housing Authority Board of Commissioners makes certain findings;

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect;

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing;

NOW, THEREFORE, the City of Eureka Housing Authority Board of Commissioners does hereby find and resolve as follows:

1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;
2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;
3. That the Board and its subordinate Committees, Commissions, and Boards may continue to conduct public meetings in accordance with Government Code section 54953(e);
4. That the Board will reconsider the above findings within 30-days of this Resolution.

PASSED AND ADOPTED on the _____ day of _____ 2022 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Name

Name

Title

Title

MINUTES

MEETING OF THE CITY OF EUREKA HOUSING AUTHORITY BOARD OF COMMISSIONERS

TUESDAY, JUNE 21, 2022

Chairperson Serotta declared a quorum present and called the meeting to order at 7:33pm.

1. Roll Call:

Present: Chairperson Serotta, Vice Chairperson Konkler, Commissioner Escarda,
Commissioner Raymond

Absent: Commissioner Byers

Staff: Churchill, Humphreys, Wiesner

Public: None in attendance

2. Brown Act, Remote Session Authorization, Resolution 1961

Recommended Board Action: Accept and Adopt for Approval

RESOLUTION NO. 1961

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF EUREKA HOUSING
AUTHORITY MAKING FINDINGS PURSUANT TO GOVERNMENT CODE SECTION 54953,
AS AMENDED BY ASSEMBLY BILL 361, AND AUTHORIZING THE CONTINUED USE OF
VIRTUAL MEETINGS**

WHEREAS, as a result of the COVID-19 pandemic, the Governor issued Executive Order Nos. N-08-21, N-25-20 and N-29-20, which suspended certain provisions of the Ralph M. Brown Act to allow the City of Eureka Housing Authority Board of Commissioners to conduct public meetings without strict compliance with the teleconferencing provisions of the Brown Act;

WHEREAS, Assembly Bill 361, which was signed into law on September 17, 2021, amended Government Code section 54953, to provide relief from the teleconferencing provisions of the Brown Act under certain circumstances provided the City of Eureka Housing Authority Board of Commissioners makes certain findings;

WHEREAS, as a result of the COVID-19 pandemic, the Governor proclaimed a state of emergency on March 4, 2020, in accordance with the section 8625 of the California Emergency Services Act, and the state of emergency remains in effect;

WHEREAS, as a result of the COVID-19 pandemic, the Humboldt County Health Officer has imposed and has recommended measures to promote social distancing;

NOW, THEREFORE, the City of Eureka Housing Authority Board of Commissioners does hereby find and resolve as follows:

1. That the Board has reconsidered the circumstances of the previously declared and existing state of emergency arising from the COVID-19 pandemic;

2. That the state of emergency continues to directly impact the ability of the members of the Board to meet safely in person, and further that local officials continue to impose or recommend measures to promote social distancing;

3. That the Board and its subordinate Committees, Commissions, and Boards may continue to conduct public meetings in accordance with Government Code section 54953(e);

4. That the Board will reconsider the above findings within 30-days of this Resolution.

Motion to approve the Resolution 1961 by Vice Chairperson Konkler.

Second - Commissioner Escarda

Roll Call:

Ayes: Serotta, Escarda, Konkler, Raymond

Nays: None

Abstain: None

Chairperson Serotta declared the motion carried and the Resolution 1961 approved.

3. Public Comment (Non-Agenda): None heard

4. Approve Minutes of the Board of Commissioners Meeting held May 09, 2022.

Motion to approve the minutes of the meeting of May 09, 2022, made by Commissioner Escarda.

Second – Vice Chairperson Konkler

Roll call:

Ayes: Serotta, Escarda, Konkler, Raymond

Nays: None

Abstain: None

Chairperson Serotta declared the motion carried to approve the minutes of May 09, 2022, 2022.

5. Bills and Communication: None.

6. Report of the Secretary:

6a. Covid-19 Updates

Secretary Churchill updates the board stating that we have no changes to report and all staff are currently covid free. Masking is required in the office for all staff and public who enter the building.

6b. Occupancy and Leasing Report

Secretary Churchill briefs the board on the report noting that there hasn't been much change in the numbers over the past month. However, the maintenance department continues to work on unit turns.

6c. HCV Utilization Reports

Secretary Churchill updates the board on this report. Secretary Churchill notes that we currently have 72 HCV vouchers out searching. Also noted is the case workers continue to work to get our numbers up. Secretary Churchill comments that HUD has approved the Project Based Vouchers for the Providence units and 7th and Myrtle units.

7. Reports of the Commissioners: None heard.

8. Unfinished Business: None.

9. New Business:

9a. Eureka Family Housing, Tenant Selection Plan update, Resolution 1962
Recommended Board Action: Accept and Adopt for Approval

CITY OF EUREKA HOUSING AUTHORITY

RESOLUTION NO. 1962

APPROVAL OF UPDATE TO THE TENANT SELECTION PLAN

WHEREAS, The City of Eureka Housing Authority, from time to time, reviews it's Tenant Selection Plan for any necessary updates; and

WHEREAS, The Tenant Selection Plan has been reviewed to ensure that it reflects current operating practices, program priorities, and HUD requirements; and

WHEREAS, The Tenant Selection Plan has been posted to the City of Eureka Housing Authority website for public comment through June 16, 2022; and

WHEREAS, There were no changes or corrections to the Tenant Selection Plan suggested;

NOW, THEREFORE, the City of Eureka Housing Authority Board of Commissioners does hereby approve the update to the Tenant Selection Plan.

Motion to approve the Resolution 1962 by Commissioner Raymond

Second - Vice Chairperson Konkler

Roll Call:

Ayes: Serotta, Escarda, Konkler, Raymond

Nays: None

Abstain: None

Chairperson Serotta declared the motion carried and the Resolution 1962 approved.

9b. City of Eureka Housing Authority Repositioning Plan, Resolution 1963
Recommended Board Action: Accept and Adopt for Approval

CITY OF EUREKA HOUSING AUTHORITY

RESOLUTION 1963
REPOSITIONING PLAN

WHEREAS, the City of Eureka Housing Authority (Authority) faces many challenges with its public housing portfolio such as aging housing stock, underfunding by the US Department of Housing and Urban Development (HUD), and high demand for affordable housing; and

WHEREAS, the Authority contracted with EMG/Bureau Veritas to complete a Physical Needs Assessment (PNA) in 2020 regarding the status of the Public Housing units managed by the Authority; and

WHEREAS, the completed PNA report identified a backlog of repairs estimated at over \$57 million over the next 20 years; and

WHEREAS, the estimated HUD Total Development Cost (value) for the same properties is approximately \$51 million, indicating that the properties cannot be efficiently rehabilitated; and

WHEREAS, the Authority must continue to pursue innovative approaches to preserve its housing portfolio to address the growing demand for housing available to low- and very low-income individuals and families; and

WHEREAS, the Department of Housing and Urban Development (HUD) issued guidance under the Section 18 and Section 22 programs to provide greater efficiencies for Public Housing Agencies (PHAs) to address the growing backlog of unmet capital needs; and

WHEREAS, HUD has provided a Technical Assistance Contract to assist the Authority with developing a repositioning strategy; and

WHEREAS, a Repositioning Ad-Hoc Committee was formed and met on April 26, 2022, May 03, 2022, May 10, 2022, May 23, 2022 and June 02, 2022 to discuss and understand HUD requirements and repositioning strategy, and suggest policy input for the repositioning plan;

NOW, THEREFORE, BE IT RESOLVED that the Board does approve and adopt this Repositioning Plan, and directs the City of Eureka Housing Authority staff to move forward with steps to implement the Repositioning Plan for public housing, including but not limited to RAD, Section 18, and/or Section 22.

Motion to approve the Resolution 1963 by Commissioner Escarda.

Second - Vice Chairperson Konkler

Roll Call:

Ayes: Serotta, Escarda, Konkler, Raymond

Nays: None

Abstain: None

Chairperson Serotta declared the motion carried and the Resolution 1963 approved.

10. Closed Session: None needed.

11. Adjournment

There being no further business to come before the Commissioners, the meeting was adjourned at 8:15p.m.

Secretary

Chairperson

RESOLUTION NO. 484

**A RESOLUTION OF SUPPORT
ENDORISING THE CITY OF EUREKA HOUSING AUTHORITY'S REPOSITIONING PLAN**

WHEREAS, officials of the County of Humboldt Housing Authority consider access to and availability of affordable housing programs to be of utmost importance to the region; and

WHEREAS, a subset of the County of Humboldt Housing Authority and City of Eureka Housing Authority Board members met as an ad-hoc committee to review the City of Eureka Housing Authority's Repositioning Plan for Public Housing to gain an understanding of various requirements and expected outcomes of the Plan; and

WHEREAS, the City of Eureka Housing Authority Board of Commissioners has approved that agency's "Repositioning Plan" on June 21, 2022, which endeavors to increase the number of affordable housing units in Humboldt County; and

WHEREAS, the Plan will result in a change of subsidy from a HUD Annual Contributions Contract for Operating Subsidy and Capital Funds to a unit-based subsidy in the form of Project Based Vouchers for rehabilitated or replacement units; and

WHEREAS, the County of Humboldt Housing Authority is the local agency that administers HUD's voucher assistance program, including but not limited to Housing Choice Vouchers and Project Based Vouchers for Humboldt County; and

WHEREAS, the County of Humboldt Housing Authority has established the goal of increasing voucher utilization and growing the voucher program, goals that would be supported by the City of Eureka Housing Authority's repositioning efforts;

NOW, THEREFORE, BE IT RESOLVED that the County of Humboldt Housing Authority Board of Commissioners hereby supports the City of Eureka Housing Authority's Repositioning Plan, and will provide support in the form of administration of new Tenant Protection Vouchers or Project Based Vouchers and/or additional Housing Choice Vouchers related to the Plan when available and needed for the duration of the project.

PASSED AND ADOPTED on the 11th day of July 2022 by the following vote:

AYES: Chairperson Conner, Vice Chairperson Fitzgerald, Commissioner Derooy, Commissioner Zondervan-Droz

NAYS:

ABSENT: Commissioner Escarda

ABSTAIN:

ATTEST:

Name

Name

Title

Title



Housing Insider

Issue 2022.2

"Communication leads to community."

City of Eureka Housing Authority Repositioning Plan Approved

Our Board of Commissioners met in a regularly scheduled meeting on June 21st at 7:30 p.m. via Zoom. During this meeting, the board approved the Repositioning Plan we've been working on for several months. This plan lays out a path for converting from Public Housing operating subsidy to the Section 8 operating subsidy. This will be done over several years, and many of our units will remain more or less the same as they are today, but with reinvestment to perform interior and exterior upgrades when and where needed or desired.

A large focus throughout the process of developing our plan was keeping our tenants protected during any changes. To that end, our board established a few policy directives to guide future decisions. In a nutshell, those policy directives are as follows:

1. Continue to serve low and very-low-income populations.
2. Protect existing residents (those still eligible for assistance will have a right to return to new or rehabilitated units and the housing authority will assist with relocation expenses where necessary).
3. The Housing Authority will maintain ownership and/or control of our properties.
4. Outreach and community input is necessary; it will be conducted early and often. *Please email repositioning@eurekahumboldtha.org to get on our email list for updates.*

If you'd like to view the Repositioning Plan, please request it via the email address noted above or find it on our website at: <https://eurekahumboldtha.org/RepositioningPlan2022.06.21>.

General Information

Lobby and Dumpster Hours: Open Tuesday, Wednesday, and Thursday, 10 am – 3 pm at 735 West Everding Street, Eureka, CA 95503.

Business hours are Monday-Thursday, 8:00-5:30; Fridays alternating weeks with closed days and business hours until 4:30. Please call our main line during business hours at (707) 443-4583 if you need assistance.

We have a payment drop box by our front door for easy submission of any amounts payable.

Emergency Rental Assistance Program Update

California's ERAP program has processed over 417,900 applications for rent relief assistance and paid out over \$3.7 billion state-wide. Applications submitted before March 31, 2022 are still being processed. However, please be aware that any rent relief granted will not cover charges from April 1st or later. If you are anticipating rent relief, please be aware that you are still expected to pay rent and will incur a late fee if rents are not paid timely.

For questions regarding any balance due, call Stephanie at 707.443.4583 x221.

EHA Mission Statement: The mission of the Housing Authority of the City of Eureka is to assist low-income families with safe, decent, and affordable housing opportunities as they strive to achieve self-sufficiency and improve the quality of their lives. The Housing Authority is committed to operating in an efficient, ethical, and professional manner, and treating all clients with dignity and respect. The Housing Authority will create and maintain partnerships with its clients and appropriate community agencies in order to accomplish this mission.

Simple Suggestions for a Super Summer

Summer began Tuesday, June 21st. School is out for summer and the scents of backyard barbeques have begun to fill the air. With everyone spending more time outside, here are a few suggestions to keep in mind so we can all get the most enjoyment out of the long daylight hours and peaceful summer nights.

1. Porches and yard areas need to be kept tidy and free of debris. Lawns are still growing rapidly as we continue to get rain; please keep green areas clear of toys, bikes, etc. so they can be mowed easily.
2. Please clean up after your pets. The last thing anyone wants is to have to navigate a mine-field of pet waste or, worse yet, clean their bare foot after stepping in something that shouldn't be there. Be sure to clean up and dispose of pet waste in the garbage can.
3. Rodent populations have increased around town over the past couple years. Attracting rodents is easy but getting rid of them is extremely hard! For that reason, please be sure that garbage in and outside your unit is properly placed in garbage cans with lids. Do not leave food or food debris laying around inside or outside your unit. Keep your yard clear of debris that provides any harborage for rodents.
4. Garbage and recycling bins need to be brought back on property, off the street, after they are emptied on pick-up day. Keeping them handy by your unit will make it easier to clear debris!
5. If you have large items or excess garbage that will not fit in your trash bin, a dumpster is provided on site at the Housing Authority office, and is accessible Tuesday, Wednesday, and Thursday from 10am to 3pm. For help outside these hours, but during office hours (8:00-5:30), call Ryan at 707.443.4583 x226.
6. We encourage you to donate unwanted items to local charities, but please do not leave "free" items at the curb for people to pick up. You may be charged for cleanup of these types of items.

Q&A

Q – Somebody is parking where I normally park. What can I do?

A – The Housing Authority does not have assigned parking at any of our sites. Parking is first come, first served. Please be respectful of those living in your immediate vicinity and that households may have visitors from time to time. However, visitors may not stay in our units longer than 3 days at a time. If you are aware of a situation where a tenant has unauthorized guests staying in their unit, please contact Community Liaison Ty to report the lease infraction and request follow-up.

Additionally, any unregistered or broken-down (nonoperational) vehicles cannot be left for extended periods of time around Housing Authority properties or in our parking lots. Such vehicles will be tagged and towed as appropriate.

Q – If I submitted a notice of change, do I have to provide backup?

A – For any type of change you report to the Housing Authority, you need to provide documentation (paperwork) that supports that change. If that change is a new job, please provide paystubs once they are available, or request that we confirm your hours and rate of pay with your new employer. If a household member has moved out, please provide evidence of a new address. Any change requires documentation that supports that the event occurred.

Volunteer opportunity: Are you a Public Housing tenant who is interested in serving on our Board of Commissioners? Please contact Heather at heatherh@eurekahumboldtha.org or 443.4583 x219 with any questions and to obtain an application for tenant commissioner.



Who to Contact

Call our main line at (707) 443-4583, then:

Sam for work orders.....x218

Neil for paperwork, certification, rent /income calculation questions.....x214

Stephanie for charges, account balance questions, and payments.....x221

Ty for questions, complaints, or concerns about the neighborhood.....x211

Nancy for all other questions regarding Housing Authority services.....x210

Emergency Maintenance phone.....444-1424

**In an emergency, please call 911
or the Eureka Police Department
at (707) 441-4060**

Occupancy and Leasing Report 2022

Housing Authorities of the City of Eureka and County of Humboldt

Program	Total Units Available		Jan-22	Feb-22	# Units Leased, 1st of Month		Apr-22	May-22	Wait List End of Month
Eureka									
Public Housing	196	*	177	180	182		181	180	421
Eureka Family Housing	51		48	48	48		47	44	463
Eureka Senior Housing	22		20	20	20		20	21	161
	269		245	248	250		248	245	
Humboldt									
Tenant Based Vouchers									
Housing Choice Vouchers	1137		866	860	864		860	861	1037
VASH Vouchers	73		23	23	23		26	26	N/A
Mainstream vouchers	75	***	27	27	28		29	31	N/A
Emergency Housing Vouchers (EHV)	182		5	11	15		18	23	N/A
Project Based Vouchers									
PBV-VASH - Bayview Heights (Eureka)	22	**	21	21	21		22	22	
PBV-HCV - Bayview Heights (Eureka)	3	**	-	-	-		3	3	
PBV-HCV - Sorrell Place (Arcata)	5	**	-	-	-		-		
PBV-HCV - Providence (Eureka)	42	+	-	-	-		-		
PBV-HCV - 7th & Myrtle Senior (Eureka)	35	+	-	-	-		-		
Total All Vouchers	1574		942	942	951		958	966	
Vouchers issued but not under contract, end of month (aka "Searching")									76

*Total PH units is 198; 2 units are exempted for EPD use and Boys & Girls Club and are unavailable for tenant rental

**25 Project Based Vouchers at Bayview Heights Veteran's housing at 4th & C Street, Eureka; contract signed 6/30/2020.
5 Project Based HCV vouchers at Sorrell Place, extremely low income units at 7th & I Street, Arcata; effective 6/1/2022.

*** Mainstream vouchers were awarded December 2020. Funding and voucher issuance began April 2021.
25 Mainstream vouchers will be allocated via waitlist pulls; 50 will be via referral from CoC partners.

‡ No PHA waitlist for EHV's; all are issued based on referral from HHHC or HDVS. Referrals began Q4 2021.

† HUD-approved PBVs; project expected to complete construction in 2023.

COUNTY OF HUMBOLDT HOUSING AUTHORITY
All Voucher Programs
Through May 31, 2022

	January	February	March	April	May	Total
Traditional HCV & VASH (Includes PBVs)						
HAP Income	\$ 487,449	\$ 490,581	\$ 492,982	\$ 492,810	\$ 492,002	\$ 2,455,824
HAP expenses	(491,882)	(489,328)	(494,790)	(489,372)	(495,897)	(2,461,269)
Surplus (Deficit)	<u>(4,433)</u>	<u>1,253</u>	<u>(1,808)</u>	<u>3,438</u>	<u>(3,896)</u>	<u>(5,446)</u>
% Total income utilized	100.91%	99.74%	100.37%	99.30%	100.79% A	100.22%
Administrative/Other Income	71,092	71,162	83,214	69,268	112,267	352,238
Operating expenses	(62,591)	(57,222)	(62,223)	(64,273)	(83,268)	(329,576)
Surplus (Deficit)	<u>8,501</u>	<u>13,940</u>	<u>20,991</u>	<u>4,995</u>	<u>29,000</u>	<u>22,662</u>
Remaining HAP Cash	18,124	19,052	10,667	12,533	12,110	
Remaining Non-HAP Cash	<u>385,079</u>	<u>409,050</u>	<u>425,907</u>	<u>432,218</u>	<u>464,707</u>	
Total HCV Cash	403,203	428,102	436,574	444,751	476,818	
Cash Increase/(Decrease)	6,455	24,900	8,471	8,177	32,067	
# of Households Assisted	866	858	863	860	861	4,308
Average HAP Payment	\$ 567.99	\$ 570.31	\$ 573.34	\$ 569.04	\$ 575.95	\$ 571.33
Mainstream (disabled & non-elderly)						
HAP Income	\$ 7,833	\$ 12,284	\$ 15,469	\$ 15,469	\$ 15,469	\$ 66,524
HAP expenses	(17,543)	(18,014)	(18,864)	(19,822)	(21,360)	(95,603)
Surplus (Deficit)	<u>(9,710)</u>	<u>(5,730)</u>	<u>(3,395)</u>	<u>(4,353)</u>	<u>(5,891)</u>	<u>(29,079)</u>
% Total income utilized	223.96%	146.65%	121.95%	128.14%	138.08%	143.71%
Administrative/Other Income	55	55	1,508	647	6,011	8,276
Operating expenses	(1,575)	(1,068)	(1,291)	(1,301)	(2,763)	(7,998)
Surplus (Deficit)	<u>(1,520)</u>	<u>(1,013)</u>	<u>217</u>	<u>(654)</u>	<u>3,248</u>	<u>278</u>
Remaining HAP Cash	69,131	63,950	60,703	56,106	53,175	
Remaining Non-HAP Cash	<u>(1,407)</u>	<u>(2,296)</u>	<u>(2,052)</u>	<u>(2,669)</u>	<u>647</u>	
Total Mainstream Cash	67,724	61,654	58,651	53,437	53,822	
Cash Increase/(Decrease)	(12,191)	(6,070)	(3,003)	(5,214)	385 B	
# of Households Assisted	27	27	28	29	31	142
Average HAP Payment	\$ 649.74	\$ 667.19	\$ 673.71	\$ 683.52	\$ 689.03	\$ 673.26

COUNTY OF HUMBOLDT HOUSING AUTHORITY
All Voucher Programs
Through May 31, 2022

	January	February	March	April	May	Total
Emergency Housing Vouchers (EHVs)						
HAP Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HAP expenses	(4,749)	(11,739)	(15,752)	(17,535)	(24,957)	(74,732)
Surplus (Deficit)	(4,749)	(11,739)	(15,752)	(17,535)	(24,957)	(74,732)
% Total income utilized	N/A	N/A	N/A	N/A	N/A	N/A
Administrative/Other Income	6,940	13,451	11,275	12,862	18,644	63,173
Operating expenses	(6,064)	(12,924)	(10,910)	(12,457)	(18,645)	(61,001)
Surplus (Deficit)	876	527	365	405	(1)	2,172
Remaining HAP Cash	512,371	500,567	485,216	467,681	442,929	
Remaining Non-HAP Cash	426,639	414,688	404,613	392,951	374,709	
Total EHV Cash	939,010	915,255	889,829	860,632	817,638	
Cash Increase/(Decrease)	(12,025)	(23,755)	(25,426)	(29,197)	(42,993) C	
# of Households Assisted	5	11	15	18	23	72
Average HAP Payment	\$ 949.80	\$ 1,067.18	\$ 1,050.13	\$ 974.17	\$ 1,085.09	\$ 1,037.94
Total All Voucher Programs						
HAP Income	\$ 495,282	\$ 502,865	\$ 508,451	\$ 508,279	\$ 507,471	\$ 2,522,348
HAP expenses	(514,174)	(519,081)	(529,406)	(526,729)	(542,214)	(2,631,604)
Surplus (Deficit)	(18,892)	(16,216)	(20,955)	(18,450)	(34,744)	(109,257)
% Total income utilized	103.81%	103.22%	104.12%	103.63%	106.85%	104.33%
Administrative/Other Income	78,087	84,668	95,997	82,777	136,923	423,687
Operating expenses	(70,229)	(71,214)	(74,424)	(78,031)	(104,676)	(398,575)
Surplus (Deficit)	7,857	13,454	21,572	4,747	32,247	25,112
Remaining HAP Cash	599,626	583,569	556,586	536,320	508,214	
Remaining Non-HAP Cash	810,311	821,443	828,468	822,499	840,064	
Total Program Cash	1,409,938	1,405,012	1,385,054	1,358,819	1,348,278	
Cash Increase/(Decrease)	(17,760)	(4,926)	(19,958)	(26,235)	(10,541)	
# of Households Assisted	898	896	906	907	915	4,522
Average HAP Payment	\$ 572.58	\$ 579.33	\$ 584.33	\$ 580.74	\$ 592.58	\$ 581.96

Notes

- A** Spending above 100% indicates full utilization of monthly funding plus spending down of HUD-held reserves (which is encouraged/required by HUD).
- B** Cash decrease in Q1 & April due to timing of HUD stopping MSV payments from 7/2021-12/2021; expecting cash to increase as payments continue this year.
- C** Cash decrease due to timing of HUD stopping EHV HAP and Admin Fee disbursements from 12/2021-5/2022; expecting cash to continue to decrease as preliminary program funding is utilized per HUD program mandate. Once initial program funding gets below a certain level, HUD will initiate monthly funding again.

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Housing Choice Vouchers										
January	985	913	889	917	918	903	882	866	884	866
February	983	906	901	921	919	898	894	867	875	858
March	977	899	908	923	918	896	897	861	875	863
April	979	896	920	928	919	908	895	859	873	860
May	977	890	920	927	917	905	895	850	873	861
June	976	890	922	930	914	898	892	853	868	
July	969	891	929	924	919	895	882	873	865	
August	962	891	929	923	917	888	879	872	864	
September	956	896	931	927	913	888	872	883	864	
October	946	897	918	934	906	888	866	888	862	
November	939	900	913	928	903	887	881	890	866	
December	927	890	910	925	902	882	877	887	857	
Average	965	897	916	926	914	895	884	871	869	862
UML's	11,576	10,759	10,990	11,107	10,965	10,736	10,612	10,449	10,426	4,308

Mainstream Vouchers									<u>2021</u>	<u>2022</u>
January										27
February										27
March										28
April										29
May										31
June										
July										
August									4	
September									15	
October									18	
November									24	
December									27	
Average									21	28
UML's									88	142

Emergency Housing Vouchers									<u>2021</u>	<u>2022</u>
January										5
February										11
March										15
April										18
May										23
June										
July										
August										
September										
October										
November										
December									4	
Average									4	14
UML's									4	72

	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>
Total ALL										
January	985	913	889	917	918	903	882	866	884	898
February	983	906	901	921	919	898	894	867	875	896
March	977	899	908	923	918	896	897	861	875	906
April	979	896	920	928	919	908	895	859	873	907
May	977	890	920	927	917	905	895	850	873	915
June	976	890	922	930	914	898	892	853	868	
July	969	891	929	924	919	895	882	873	865	
August	962	891	929	923	917	888	879	872	868	
September	956	896	931	927	913	888	872	883	879	
October	946	897	918	934	906	888	866	888	880	
November	939	900	913	928	903	887	881	890	890	
December	927	890	910	925	902	882	877	887	888	
Average	965	897	916	926	914	895	884	871	894	904
UML's	11,576	10,759	10,990	11,107	10,965	10,736	10,612	10,449	10,518	4,522

City of Eureka Housing Authority

Board of Commissioners Meeting

July 18, 2022

Agenda Item 9a

Memorandum

To: Commissioners

From: Cheryl Churchill, Executive Director

Subject: Progress update on 2022 annual goals

BACKGROUND AND HISTORY:

The annual goals for the PHA are established based on input from staff, board members, and tenants through a Resident Advisory Board (“RAB”) meeting. The RAB meets at least once annually to discuss the PHA’s progress on goals and offer input for the annual PHA plan. The RAB has representation from any City of Eureka Housing Authority tenants. Members are given an open forum to discuss topics of interest, ask questions, and provide suggestions or recommendations. The PHA then takes the RAB input under consideration for updates to the annual PHA Plan to be submitted to HUD.

No specific recommendations were made during the June 15, 2022 RAB meeting.

The 2022 Goals have been updated with a progress report.

STAFF RECOMMENDATION:

Consider progress on 2022 goals and provide any recommendations to staff for updates/additions to goals to be included with the 2023 PHA Plan.

PHA Goals
City of Eureka Housing Authority
FY 2022 – *July 2022 Progress Update*

Goal One: **Occupancy**

The City of Eureka Housing Authority shall maintain a waiting list of sufficient size so we can fill our public housing units within 20 days of a unit becoming rent-ready.

The PHA will advertise in at least one local publication quarterly, as long as the wait list is open, in order to make the public aware of our open waitlist.

The PHA will seek opportunities with other local agencies to do outreach and education about our housing programs to diverse populations, at minimum once a month. The Housing Advocate will seek out and schedule outreach activities.

The PHA shall mix its public housing development populations ethnically, racially and income-wise as much as possible.

Update: 2 out of the 13 units leased up in 2022 (as of 7/12/2022) have leased within 20 days of becoming rent-ready. Longer than expected lease-up times are occurring primarily because applicants are not updating wait-list contact information and/or are no longer interested in Public Housing. This results in having to pull more people off the waitlist for screening for each unit filled. Historically, we pulled/screened 3 applicants per unit; now it is taking an average of 7 applicants to successfully fill one unit.

To address this change, we are doing a full wait-list update for all 2- and 3-bedroom applicants and will do a monthly update for 1-bedroom applicants, in order to establish a more current waitlist and reduce the number of screenings required to fill units.

Goal Two: **Smoke-Free**

PHA properties have been smoke-free since 2016, and we will continue to enforce the no-smoking policy. HACE will send an annual reminder letter to tenants regarding the no-smoking policy and informing tenants of their rights and lease responsibilities concerning this policy.

Based on input from tenants in the 2021 annual meeting, in 2022 we will evaluate our Smoke-free policy for efficacy, consider a more structured policy, and update tenants with any new policy requirements per HUD's guidelines.

Update: Policy is under review.

Goal Three: **Neighborhood Watch**

The PHA will support and facilitate meetings and make available meeting space periodically for tenants and neighbors interested in forming a Neighborhood Watch program. The PHA will reach out to interested tenants based on a survey sent out in 2021, to have a further discussion and encourage them to become active members of their community, dedicated to making housing a clean and safe environment.

Update: A neighborhood watch meeting for South Albee Street took place April 27th, 6:00-8:00 pm at the Housing Authority office. A few PH tenants attended, but no further interest has been expressed regarding starting a PH tenant-based neighborhood watch group.

Goal Four: **Tenant Communication**

The PHA will continue to enhance and encourage communication with tenants via a quarterly newsletter. The newsletter is both sent via USPS mail as well as posted to our website for reference.

Update: We continue to publish a quarterly tenant newsletter.

Goal Five: **Compliance**

The PHA will ensure full compliance with all applicable standards and regulations including generally accepted accounting practices (GAAP) and governmental accounting standards board (GASB), with a goal of zero findings in annual audits, with audit report including any findings to be made available and presented annually.

1. Completed audit for FYx1 will be presented at a regular board of commissioners' meeting before the end of FYx2.
2. Completed audit report will be posted on agency website.

Update: There were no findings in the 2020 audit. The 2021 audit is still in process; no findings are anticipated.

Goal Six: **Maintenance**

HACE maintenance team continues to work toward more efficient operations. Increases in efficiency to be supported by:

1. Training all maintenance personnel in the use of tablets for performing annual inspections and for initiating/completing work orders timely.
2. Cross-training where possible so the department is able to sufficiently cover scheduled inspections and emergency needs when not fully staffed.
3. Sourcing at least one additional/back-up contractor for each routine service (e.g. painting, flooring, and cleaning) to support the most rapid completion of unit turns possible.

Update: Maintenance department is fully staffed, and all personnel are trained in using tablets. Cross training continues to occur with all staff. Sourcing contractors remains a challenge during the pandemic, but we continue to try new service providers and seek additional contractors.

Goal Seven: **Phone System**

The PHA will continue to review and update our phone system biannually in order to make it easier to navigate, reach the intended recipient, and be more user friendly.

Update: Phone system review and updates will occur as needed.

Goal Eight: **Technology and Accessibility**

The PHA will add to our selection of resources available for download from our website in order to better meet our client's needs to access and complete paperwork remotely and successfully communicate with agency staff without interfacing directly.

Specifically:

1. We will continue to provide the following online, and assess the need to add further documents digitally:
 - a. Application
 - b. Notice of Change
 - c. Recertification paperwork
 - d. Board meeting agendas
2. We will continue accepting tenant payments through an online processing portal, and explore the option to accept payment via additional methods (e.g. debit/credit cards).

Update: The documents listed above have been added to the website and the website is updated frequently with new and time-sensitive announcements. Tenants are encouraged to use the payment portal, but payments are not currently accepted via credit cards.

Goal Nine:

Repositioning

As the PHA's public housing stock nears 70 years in age, it is evident the need to explore options to guarantee the future of affordable housing in Eureka. The PHA will work with HUD, consultants, developers, and any other available sources to explore various opportunities to maintain and/or increase affordable housing stock in a financially, environmentally, and socially sound manner.

The PHA will assemble and present a report to the Board in 2022 from the work done in 2021-2022 with Enterprise Community Partners, Structure PDX, HUD, and any other participants, disseminating the work done and the recommended path for repositioning.

Update: Repositioning plan developed in conjunction with Enterprise Community Partners and board input approved by Board at regular meeting on 6/21/2022, with resolution of support approved by County of Humboldt Housing Authority on 6/11/2022.

An RFP for Community Engagement Consulting was issued 7/11/2022. Next steps include issuing an RFQ for developer interest and beginning work on HUD's Special Applications Center (SAC) applications.

Goal Ten:

Staff Retention and Training

The PHA will promote and maintain a motivating work environment with a capable team of employees.

1. Budget will be allocated, approved and available to send appropriate staff to training seminars that will enhance staff skills for their particular job classification and responsibilities.
2. On-demand training will be available to all staff through a contract with HTVN
3. The PHA will acknowledge staff monthly for their achievements by providing an employee recognition award to an employee selected by the management team.

Update: Staff are enrolled in appropriate training and certification opportunities as available. The Management team selects one employee monthly to acknowledge for their contributions.

Goal Eleven:

Customer Feedback

The PHA will use various methods to invite feedback from interested parties, including voucher clients, community members, and staff.

We will provide an annual survey to clients to ask for their feedback and input on specific areas of focus.

We will implement a standard feedback process for any parties concerned for reporting issues, suggesting changes, and otherwise seeking answers.

Update: In process; Admin staff are setting up an online survey following the model of another California PHA.

City of Eureka Housing Authority

Board of Commissioners Meeting

July 18, 2022

Agenda Item 9b

Memorandum

To: Commissioners

From: Cheryl Churchill, Executive Director

Subject: RFP Published for Community Engagement Consulting

BACKGROUND AND HISTORY:

As stated in our Repositioning Plan approved at the June 21, 2022, City of Eureka Housing Authority Board Meeting, we noted that community outreach would be performed early and often. To this end, we have published a Request for Proposals (RFP) for Community Engagement Consulting. The purpose of the RFP is to select the most qualified consultant to provide a comprehensive community outreach and engagement program to identify community issues/priorities regarding affordable housing in Eureka and develop a report summarizing the findings and recommendations. This report will guide us regarding future communication with our tenants and the community as we move forward with Repositioning. A Regional Early Action Planning (REAP) grant funded through the state of California and awarded through the Humboldt County Association of Governments (HCAOG) will fund these consulting services.

Link to RFP: <https://eurekahumboldtha.org/wp-content/uploads/2022/07/RFP-CommunityEngagementConsulting-2022.07.11.pdf>

STAFF RECOMMENDATION:

None; informational only.

CITY OF EUREKA HOUSING AUTHORITY

**Request for Proposals
For
Community Engagement Consulting**

Date of Issuance: July 11th, 2022

**RESPONSES MUST BE RECEIVED NO LATER THAN
August 24, 2022**

DELIVER OR MAIL TO:
City of Eureka Housing Authority
Attn: Heather Humphreys
735 West Everding Street
Eureka, CA 95503

Contents

I.	PURPOSE.....	3
II.	BACKGROUND	3
III.	GENERAL REQUIREMENTS	3
IV.	SCOPE OF SERVICES	4
V.	SCHEDULE.....	5
VI.	LIST OF INTERESTED PROPOSERS	5
VII.	QUESTIONS	6
VIII.	SUBMITTAL PROCEDURES.....	6
IX.	SUBMITTAL FORMAT	6
A.	WORK PROPOSAL	6
B.	COST PROPOSAL	7
X.	AGREEMENT FOR PROFESSIONAL SERVICES.....	8
XI.	GENERAL ADMINISTRATIVE INFORMATION.....	8
XII.	SUBMITTAL DUE DATE.....	9
XIII.	SELECTION PROCESS	9
XIV.	AUTHORITY TO WITHDRAW	10
XV.	AWARD OF CONTRACT.....	10
XVI.	ATTACHMENTS.....	11

I. PURPOSE

The purpose of this Request for Proposals (RFP) is to select the most-qualified Consultant to provide a comprehensive community outreach and engagement program to identify community issues/priorities regarding affordable housing in Eureka and develop a report summarizing the findings and recommendations. The State of California Regional Early Action Planning (REAP) Grant Funding allocated through the Humboldt County Association of Governments will be used to fund this project.

II. BACKGROUND

The City of Eureka Housing Authority (“CEHA”), a special purpose government, was incorporated on August 6, 1946 under the California State Health and Safety Code, Section 34200. The Public Housing Authority (PHA) was established to provide clean, decent, safe, sanitary, and affordable housing to low-income families. The PHA has a five-member board of commissioners that provides oversight.

PHAs across the country have been working to reposition their traditional public housing units, motivated by the backlog of capital needs, the administrative burdens of public housing programs, uncertain revenues year to year, and the possibility of redeveloping and leveraging public housing assets to provide more affordable housing. The Board of Commissioners approved CEHA’s Repositioning Plan in a regular meeting on June 21, 2022, and CEHA is positioned to make changes to its public housing portfolio that will significantly increase the number of households served and improve the physical and financial position of the portfolio.

Success in repositioning CEHA’s public housing portfolio is more likely with involvement of residents and key stakeholders. CEHA recognizes repositioning is a choice in service of providing more and better affordable housing to families that are current residents and to families for decades to come. Involving residents and other key stakeholders is important for CEHA and the stakeholders. For residents, communication is valuable on two levels. First, it provides CEHA a means to communicate how repositioning will impact current residents. Ensuring residents understand what repositioning means for their family is a priority for CEHA. Second, seeking residents’ input of redevelopment options will benefit the future development. Input from current residents about future plans will provide meaningful actionable advice. Asking residents to be part of planning for their future communities will also create a stake in the new community.

The intent of this project is to develop a comprehensive communication plan and to elicit input from residents and other stakeholders regarding CEHA’s future plans for redevelopment in the city of Eureka.

III. GENERAL REQUIREMENTS

- A. Respondents shall have at least five (5) years of experience relative to the scope of work.
- B. The proposed term of the contract under this RFP shall be for one year with the expectation of the project to be completed within 6 months from award.

- C. The Proposer shall provide a description of local or regional experience.
- D. The Proposer must include a plan to provide outreach in both English and Spanish.
- E. The Proposer must be able to develop and execute a communications plan to collect, analyze, and report on relevant local data.

IV. SCOPE OF SERVICES

- A. The selected Respondent shall provide the following scope of services as follows:

Task 1: Conduct Introduction Meeting with PHA staff to Develop the Community Engagement Strategy

The Consultant will facilitate meetings with PHA staff to gather information and develop action item priorities to help shape the community engagement plan. The purpose of the plan is to provide meaningful opportunities for dialogue between the PHA and community. Key engagement activities MAY include:

- Listening sessions with community groups such as residents, neighborhood groups, local schools/boards, housing interest groups, etc.
- Additional outreach opportunities such as pop-up tabling, tabling at city or county events, library, or door-to-door.
- Online engagement via social media platforms including the PHA website, Facebook, LinkedIn, etc.
- Surveys requesting input from board community populations.

The final Community Engagement Plan should include:

1. A final list of engagement activities;
2. A detailed schedule outlining the dates, times, locations, and outreach activity;
3. The production of any Survey, Conversation Toolkits, and all materials required for proposed engagement activities.

Based on any feedback from staff, the Consultant will revise and present the final Community Engagement plan to the PHA management team.

Task 2: Begin Community Engagement Process

The engagement process will involve surveying the community regarding their goals, expectations, and concerns regarding the community's specific affordable housing needs and expectations. The feedback received during this task will be incorporated in the Community Engagement Outcomes.

Task 3: Prepare Final Community Engagement Outcomes Report

The purpose of the final report is to develop a clear, concise document of the survey's findings. The report should be produced for the general public. The use of graphics is encouraged to help communicate the key findings in the survey. The final report should

be able to clearly and effectively express the key needs. The final report should include, at a minimum:

1. Executive Summary highlighting the key findings from the survey
2. Data and Analysis research gathered throughout the process
3. Community Engagement process and major themes and community/stakeholder priorities
4. Recommendations to the PHA for moving forward

The Consultant will provide a draft final report for staff review. Based on the feedback from staff, the Consultant will revise the draft report and present it to the Board of Commissioners (remote presentation acceptable).

Goals of Project

- Creatively engage a diverse group of the community in the idea-generation and decision-making process for the future of affordable housing in Eureka.
- Develop a final list of overarching desired housing outcomes that have broad public and political support and will best meet the long-term needs of the community.
- Develop a list of any specifically identified needs or requests for redevelopment housing (replacement of traditional public housing units).

V. SCHEDULE

<u>TASK</u>	<u>DEADLINES*</u>
Release of Requests for Proposals	July 11, 2022
Submittal of Questions	July 22, 2022 by 5:00 pm
Response to Questions	July 28, 2022 by 5:00 pm
Proposal Due Date	August 24, 2022 by 4:30 pm
Proposal Review/Evaluation	Week of August 29 th 2022
Optional Interview (if required)	Week of September 6, 2022
Tentative award of contract	September 2022
Tentative Start date	September/October 2022

** These dates are anticipated and may change.*

VI. LIST OF INTERESTED PROPOSERS

The full content of the RFP is available through the PHA website at eurekaumboldttha.org. If addendums are necessary, they will be posted on the PHA website as well, below the original posting. All respondents interested in proposing under this RFP are encouraged to request to be added to our "List of Interested Proposers" for the project. This list will be used to email any project updates, addendums, changes, or responses to written inquires and will be distributed to all interested contractors. To get on the list please email heatherh@eurekaumboldttha.org or call Heather at 707.443.4583 x219.

VII. QUESTIONS

All questions regarding this RFP shall be submitted in writing by email to: Heather Humphreys at heatherh@eurekahumboldtga.org. The date and time when questions must be submitted are shown in “Section V-Schedule” of this RFP. Questions with their answers will be posted on the PHA website by the date and time set forth in this RFP.

VIII. SUBMITTAL PROCEDURES

Submittals shall comply with all conditions, requirements and specifications contained herein, with any departure rendering the proposal non-responsive and may serve as grounds for rejection of the proposal at the PHA’s sole discretion. The submittal shall contain the name of this RFP and Respondents shall provide submission via ONE single-sided unbound copy to our physical address or via electronic copy to heatherh@eurekahumboldtga.org.

All proposal submittals shall be received by the PHA no later than August 24, 2022 at 4:30 p.m. via email as noted above, or if by hard copy, addressed as follows:

City of Eureka Housing Authority
Attn: Heather Humphreys
735 West Everding Street
Eureka, CA 95503

IX. SUBMITTAL FORMAT

All Respondents must submit qualifications according to the specifications set forth below. Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Respondent’s demonstrated capability to perform work of this type. Proposals shall be valid for a minimum of 90 days following submission. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Submission should be formatted in 12-point standard font (e.g. Times Roman or Arial) on letter sized paper (8 ½ x 11 inches) with at least 1-inch margins on all sides. EMPHASIS SHOULD BE ON COMPLETENESS AND CLARITY OF CONTENT. The PHA reserves the right to request additional information that, in the PHA’s opinion, is necessary to ensure that the Proposer’s competence, qualified employees, business organization and financial resources are adequate for the performance of the services under this RFP.

A. WORK PROPOSAL

1. Cover Letter

- a. Provide a cover letter including the Respondent’s name, address, and telephone number of the contact person(s) who is authorized to submit the proposal on behalf of the Respondent. The cover letter shall include a brief general statement of intent to perform the services and

correspondence that all elements of the RFP have been reviewed and understood. The letter should include a brief description of the Respondent's organization. The letter should be signed by an individual who can bind the Respondent contractually.

- b. There shall be one person from the Respondent identified in the proposal who shall be the Respondent's designated representative and who is responsible for the services listed in "Section IV - Scope of Services" of this RFP ("Point of Contact").

2. Table of Contents

- a. Include a table of contents identifying the contents of the proposal in a format consistent with the proposal requirements and format set forth herein.

3. Experience and Qualifications

- a. Provide a description of the Respondent's agency, its size and organization, the number and location of offices and general operational structure, as well as its management and key personnel. Include a discussion demonstrating that the Respondent has the resources (financial, equipment, and staff capacity) available to provide services under this RFP from the first day at the start of the work.
- b. Community engagement surveying – At a minimum, Respondent should have at least five (5) years of relevant experience.
- c. Provide at least three client references that received similar services from Respondent at a minimum over the last five years. Include name of organization, contact name, telephone number, and email address.
- d. Demonstrate the qualifications of all personnel to be assigned to the PHA, including key personnel, by providing resumes and/or relative experience summaries describing their education, credentials, licensing, training and related experience, and their proposed roles for this contract.
- e. Provide an organization chart of the proposed team.

4. Approach to Scope of Services

- a. This section should set forth a comprehensive description of the approach to providing the Scope of Services and should clearly demonstrate an understanding of the PHA's requirements, the work to be done and the objectives to be accomplished.
- b. Provide a description of the work plan for the services describing how each task under the Scope of Services will be accomplished. This may be used as an Exhibit for the Scope of Services to the agreement.
- c. Provide any other information or tasks that Respondent believes necessary to complete the Scope of Services.

B. COST PROPOSAL

1. Detailed Cost Proposal

- a. Respondent shall submit a detailed cost proposal that shall include all tasks required to perform the Scope of Services. The cost proposal shall indicate how the PHA will be charged for services (i.e. unit, hourly or

- flat rate basis as appropriate) for the term of the contract, including any extensions. Costs should include all services and materials if any, needed to perform the Scope of Services.
- b. As it relates to the services under this RFP, if Respondent is proposing to provide the services on an hourly basis, the cost proposal shall identify the hourly rate for the personnel needed to complete the Scope of Services.
 - c. In addition, Respondent shall also submit the rates/compensation for any “additional services” that Respondent can provide.

X. AGREEMENT FOR PROFESSIONAL SERVICES

The City of Eureka Housing Authority’s Agreement for Professional Services (Attachment 1) is included for review and comment. The Respondent’s submission of a proposal indicates Respondent’s compliance with such terms, unless the proposal indicates that compliance is not possible. Proposed revisions should be addressed in the cover letter; however, the PHA maintains discretion to accept or reject the Respondent’s request for revisions. The PHA reserves the right to make any revisions to the proposed professional services agreement.

Alternately, the Respondent may provide their standard service agreement with comparable terms for review if so preferred, as an attachment with submission of proposal.

XI. GENERAL ADMINISTRATIVE INFORMATION

All respondents are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Respondent represents that it has thoroughly examined and become familiar with the work required under this RFP and that the Respondent has conducted such additional investigation as it deems necessary and convenient, that Respondent is capable of providing the staffing, goods, and services necessary in a manner that meets the PHA’s objectives in this RFP. Once the contract has been made, a failure to have read the conditions or conduct any investigations of the properties shall not be cause to alter the contract or for Respondent to request additional compensation.

Each Respondent understands and agrees that the PHA, its departments, its officers, employees, or agents are not responsible for:

- Any costs incurred by a Respondent in the preparation, delivery, or presentation of a proposal.
- Any costs incurred by a Respondent in meeting the criteria as a result of making or submitting a proposal or subsequently in entering into a formal agreement with CEHA; and
- Any errors, inaccuracies or misstatements related to the information or data supplied to any contractor by CEHA. The use of such information or data provided by CEHA, its officers, employees or agents is intended to be used at the sole discretion and risk of the Respondent in the preparation of a proposal pursuant to this Request for Proposals only.

The selected Respondent shall comply with any and all Federal and State laws applicable to the services. All proposals submitted to the PHA in response to this RFP shall become the property of the PHA and will not be returned, and such proposals, after the agreement is awarded, are subject to the California Public Records Act.

The PHA reserves the right to accept, reject, modify, or cancel in whole or in part, this RFP. The PHA reserves the right to accept or reject any or all proposals, negotiate modifications to proposals that it deems acceptable, request and consider additional information from any proposer, and to waive irregularities and technical defects in the proposal process, all in its sole discretion. The PHA has no obligation, express or implied, to make an award.

The PHA may reject proposals from Respondents who cannot satisfactorily provide the experience and qualifications required by this RFP and/or provide the scope of services required herein. The PHA reserves the right to seek new proposals when it determines that it is in the best interest to do so.

XII. SUBMITTAL DUE DATE

The submittal package must be received prior to the submittal date specified in "Section V - Schedule" of this RFP. Respondents mailing a proposal must allow sufficient delivery time to ensure timely receipt of the proposal by the date and time specified. Submittals arriving after the deadline will not be considered.

XIII. SELECTION PROCESS

All proposals timely received shall be reviewed to verify that the proposal meets the minimum requirements and qualifications. Proposals that have not complied with requirements, do not meet minimum content and quality standards, or take unacceptable exceptions to the professional services agreement, may be eliminated from further consideration at the discretion of the PHA. Proposals will be reviewed and evaluated by an evaluation committee comprised of PHA personnel.

The PHA will be the sole and exclusive judge of quality and compliance with proposal specifications in any of the matters pertaining to this RFP. The PHA's final selection will not be dictated on any single factor or criteria, including price. The PHA reserves the right to award the contract(s) in any manner it deems to be in the best interest of the PHA and make the selection based on its sole discretion, notwithstanding the criteria set forth herein, including negotiating with one or more of the Respondents for the same services.

The PHA will evaluate the proposals provided in response to this RFP based on the following criteria:

1. The PHA will evaluate Respondents based on meeting all of the PHA's requirements and who offers the most advantageous combination of cost and high-quality service. In addition to cost, the PHA will consider the quality of services proposed, the qualifications

of staff, and the demonstrated work experience of the proposer in determining the best value to the PHA.

2. Other criteria shall include, but not be limited to:
 - a. Quality and completeness of proposal
 - b. Qualifications and experience of proposer, including experience and qualifications of key personnel and staff
 - c. Similar experience and expertise in the type of work required, e.g. with other public agencies
 - d. Demonstrated understanding of the scope of services requested as well as capacity of respondent
 - e. References
 - f. Financial stability of proposer
 - g. Cost to the PHA
 - h. Oral interviews, if applicable.
 - i. Any other factors determined by the PHA to be relevant to the performance of these services.

XIV. AUTHORITY TO WITHDRAW

The PHA reserves the right to withdraw this Request for Proposals without prior notice. The PHA makes no representation that any agreement will be awarded to any Respondent as a result of having responded to this request. All proposals submitted to the PHA in response to this RFP shall become the property of the PHA and will not be returned.

XV. AWARD OF CONTRACT

Based on the outcome of the evaluation committee's evaluation of the proposals, a recommendation will be submitted to the Board of Commissioners for consideration of award. An award of a contract occurs when the contract is approved by the Board of Commissioners.

Selection of a respondent with whom the PHA enters into contract negotiations with or a recommendation of an award by the evaluation committee or any other party, does not constitute an award of a contract. The contract shall be in accordance with the attached Agreement.

XVI. ATTACHMENTS

Attachment 1.

CONSULTANT SERVICES AGREEMENT

By and Between

THE CITY OF EUREKA HOUSING AUTHORITY,

and

AGREEMENT FOR CONSULTANT SERVICES

BETWEEN

THE CITY OF EUREKA HOUSING AUTHORITY

AND

This Agreement for Consultant Services (“Agreement”) is entered into as of this ____ day of _____, 2022 by and between the City of Eureka Housing Authority (“CEHA”), a Public Housing Authority, and _____, a professional services consultant (“Consultant”). PHA and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

- A. CEHA has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the services defined and described particularly in Section 2 of this Agreement.
- B. Consultant, following submission of a proposal or bid for the performance of the services defined and described particularly in Section 2 of this Agreement, was selected by CEHA to perform those services.
- C. Pursuant to CEHA’s bylaws, CEHA has authority to enter into this Consultant Services Agreement and the Executive Director has authority to execute this Agreement.
- D. The Parties desire to formalize the selection of Consultant for performance of those services defined and described particularly in Section 2 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

SECTION 1. TERM OF AGREEMENT.

Subject to the provisions of Section 20 “Termination of Agreement” of this Agreement, the scope of services set forth in Exhibit “A” “Scope of Services” shall be completed pursuant to the schedule specified in Exhibit “A.” Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default of this Agreement pursuant to Section 21 of this Agreement. CEHA, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the scope of services until such services are complete.

SECTION 2. SCOPE OF SERVICES.

Consultant agrees to perform the services set forth in Exhibit “A” “Scope of Services” and made a part of this Agreement.

SECTION 3. ADDITIONAL SERVICES.

Consultant shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to or outside of those set forth in this Agreement or listed in Exhibit “A” “Scope of Services,” unless such additional services are authorized in advance and in writing by CEHA’s Executive Director. Consultant shall be compensated for any such additional services in the amounts and in the manner agreed to by the Executive Director.

SECTION 4. COMPENSATION AND METHOD OF PAYMENT.

- a. Subject to any limitations set forth in this Agreement, CEHA agrees to pay Consultant the amounts specified in Exhibit “B” “Compensation” and made a part of this Agreement. The total compensation, including reimbursement for actual expenses, shall not exceed XX dollars (\$ TBD), unless additional compensation is approved in writing by CEHA’s Executive Director.
- b. Each month Consultant shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor, travel, materials and supplies. CEHA shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection (c). In the event any charges or expenses are disputed by CEHA, the original invoice shall be returned by CEHA to Consultant for correction and resubmission.
- c. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by CEHA, CEHA will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant’s correct and undisputed invoice.
- d. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

SECTION 5. INSPECTION AND FINAL ACCEPTANCE.

CEHA may inspect and accept or reject any of Consultant’s work under this Agreement, either during performance or when completed. CEHA shall reject or finally accept Consultant’s work within sixty (60) days after submitted to CEHA. CEHA shall reject work by a timely written explanation, otherwise Consultant’s work shall be deemed to have been accepted. CEHA’s acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant’s work by CEHA shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, sections 16 and 17, pertaining to indemnification and insurance, respectively.

SECTION 6. OWNERSHIP OF DOCUMENTS.

All original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement shall become the sole property of CEHA and may be used, reused or otherwise disposed of by CEHA without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to CEHA all such original maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents produced under this contract.

If and to the extent that CEHA utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance and found in Section 9 of this Agreement shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 7. CONSULTANT'S BOOKS AND RECORDS.

- a. Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to CEHA pursuant to this Agreement. Any and all such documents or records shall be maintained in accordance with generally accepted accounting principles and shall be sufficiently complete and detailed so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement. Any and all such documents or records shall be maintained for three years from the date of execution of this Agreement and to the extent required by laws relating to audits of public agencies and their expenditures.
- b. Any and all records or documents required to be maintained pursuant to this section shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by CEHA or its designated representative. Copies of such documents or records shall be provided directly to CEHA for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. Where CEHA has reason to believe that any of the documents or records required to be maintained pursuant to this section may be lost or discarded due to dissolution or termination of Consultant's business, CEHA may, by written request, require that custody of such documents or records be given to CEHA and that such documents and records be maintained by the requesting party. Access to such documents and records shall be granted to CEHA, as well as to its successors-in-interest and authorized representatives.

SECTION 8. STATUS OF CONSULTANT.

- a. Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of CEHA. Consultant shall have no authority to bind CEHA in any manner, nor to incur any obligation, debt or liability of any kind on behalf of or against CEHA, whether by contract or otherwise, unless such authority is expressly conferred under this AGREEMENT or is otherwise expressly conferred in writing by CEHA.
- b. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither CEHA, nor any elected or appointed boards, officers, officials, employees or agents of CEHA, shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of CEHA.
- c. Neither Consultant, nor any of Consultant's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to CEHA's employees. Consultant expressly waives any claim Consultant may have to any such rights.

SECTION 9. STANDARD OF PERFORMANCE.

Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

If and to the extent that CEHA utilizes for any purpose not related to this Agreement any maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement, Consultant's guarantees and warranties related to Standard of Performance shall not extend to such use of the maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files or other documents.

SECTION 10. COMPLIANCE WITH APPLICABLE LAWS; PERMITS AND LICENSES.

Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the term of this Agreement. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the services set forth in this Agreement. Neither CEHA, nor any elected or appointed boards, officers, officials, employees or agents of CEHA, shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

SECTION 11. PREVAILING WAGE LAWS

It is the understanding of CEHA and Consultant that California prevailing wage laws do not apply to this Agreement because the Agreement does not involve any of the following services subject to prevailing wage rates pursuant to the California Labor Code or regulations promulgated thereunder: Construction, alteration, demolition, installation, or repair work performed on public buildings, facilities, streets or sewers done under contract and paid for in whole or in part out of public funds. In this context, “construction” includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

SECTION 12. NONDISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

SECTION 13. UNAUTHORIZED ALIENS.

Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the any liability or sanctions be imposed against CEHA for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse CEHA for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys’ fees, incurred by CEHA.

SECTION 14. CONFLICTS OF INTEREST.

- a. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of CEHA or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of CEHA’s Executive Director. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CEHA in the performance of this Agreement.
- b. CEHA understands and acknowledges that Consultant is, as of the date of execution of this Agreement, independently involved in the performance of non-related services for other governmental agencies and private parties. Consultant is unaware of any stated position of CEHA relative to such projects. Any future position of CEHA on such projects shall not be considered a conflict of interest for purposes of this section.
- c. CEHA understands and acknowledges that Consultant will, perform non-related services for other governmental agencies and private parties following the completion of the scope of

work under this Agreement. Any such future service shall not be considered a conflict of interest for purposes of this section.

SECTION 15. CONFIDENTIAL INFORMATION; RELEASE OF INFORMATION.

- a. All information gained or work product produced by Consultant in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than CEHA without prior written authorization from CEHA's Executive Director, except as may be required by law.
- b. Consultant, its officers, employees, agents or subcontractors, shall not, without prior written authorization from CEHA's Executive Director, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant gives CEHA notice of such court order or subpoena.
- c. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then CEHA shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys fees, caused by or incurred as a result of Consultant's conduct.
- d. Consultant shall promptly notify CEHA should Consultant, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. CEHA retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with CEHA and to provide CEHA with the opportunity to review any response to discovery requests provided by Consultant. However, this right to review any such response does not imply or mean the right by CEHA to control, direct, or rewrite said response.

SECTION 16. INDEMNIFICATION.

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CEHA and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including attorney's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.
- b. Indemnification for Other than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless CEHA, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of

any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.

- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from any person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of CEHA to monitor compliance with these requirements imposes no additional obligations on CEHA and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CEHA as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement or this section.
- d. The provisions of this section do not apply to claims occurring as a result of CEHA's sole negligence. The provisions of this section shall not release CEHA from liability arising from gross negligence or willful acts or omissions of CEHA or any and all of its officials, employees and agents.

SECTION 17. INSURANCE.

Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement general liability coverage. Consultant agrees to provide CEHA with evidence of coverage upon request.

SECTION 18. ASSIGNMENT.

The expertise and experience of Consultant are material considerations for this Agreement. CEHA has an interest in the qualifications of and capability of the persons and entities who will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of CEHA. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling CEHA to any and all remedies at law or in equity, including summary termination of this Agreement. CEHA acknowledges, however, that Consultant, in the performance of its duties pursuant to this Agreement, may utilize subcontractors.

SECTION 19. CONTINUITY OF PERSONNEL.

Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Consultant shall notify CEHA of any changes in Consultant's staff and

subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

SECTION 20. TERMINATION OF AGREEMENT.

- a. CEHA may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress.
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to CEHA.
- c. If either Consultant or CEHA fail to perform any material obligation under this Agreement, then, in addition to any other remedies, either Consultant, or CEHA may terminate this Agreement immediately upon written notice.
- d. Upon termination of this Agreement by either Consultant or CEHA, all property belonging exclusively to CEHA which is in Consultant's possession shall be returned to CEHA. Consultant shall furnish to CEHA a final invoice for work performed and expenses incurred by Consultant, prepared as set forth in Section 4 of this Agreement. This final invoice shall be reviewed and paid in the same manner as set forth in Section 4 of this Agreement.

SECTION 21. DEFAULT.

In the event that Consultant is in default under the terms of this Agreement, CEHA shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, CEHA may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Consultant is in default, CEHA shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, CEHA may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, CEHA may take necessary steps to terminate this Agreement under Section 20. Any failure on the part of CEHA to give notice of the Consultant's default shall not be deemed to result in a waiver of CEHA's legal rights or any rights arising out of any provision of this Agreement.

SECTION 22. EXCUSABLE DELAYS.

Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of CEHA, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

SECTION 23. COOPERATION BY CEHA.

All public information, data, reports, records, and maps as are existing and available to CEHA as public records, and which are necessary for carrying out the work as outlined in the Exhibit “A” “Scope of Services,” shall be furnished to Consultant in every reasonable way to facilitate, without undue delay, the work to be performed under this Agreement.

SECTION 24. NOTICES.

All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent via email to heatherh@eurekahumboldtha.org or via USPS mail, addressed as follows:

To PHA: City of Eureka Housing Authority
 Attn: Heather Humphreys
 735 West Everding Street
 Eureka, CA 95503

To Consultant: _____

Notice shall be deemed effective on the date personally delivered or transmitted by email or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

SECTION 25. AUTHORITY TO EXECUTE.

The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

SECTION 26. BINDING EFFECT.

This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

SECTION 27. MODIFICATION OF AGREEMENT.

No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Consultant and by CEHA. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

SECTION 28. WAIVER.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision nor a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by CEHA of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

SECTION 29. LAW TO GOVERN; VENUE.

This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Humboldt, California. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern of California, in Eureka-McKinleyville.

SECTION 30. ATTORNEYS FEES, COSTS AND EXPENSES.

In the event litigation or other proceeding is required to enforce or interpret any provision of this Agreement, the prevailing party in such litigation or other proceeding shall be entitled to an award of reasonable attorney's fees, costs and expenses, in addition to any other relief to which it may be entitled.

SECTION 31. ENTIRE AGREEMENT.

This Agreement, including the attached Exhibits "A" through "C", is the entire, complete, final and exclusive expression of the parties with respect to the matters addressed therein and supersedes all other Agreements or understandings, whether oral or written, or entered into between Consultant and CEHA prior to the execution of this Agreement. No statements, representations or other Agreements, whether oral or written, made by any party which are not embodied herein shall be valid and binding. No amendment to this Agreement shall be valid and binding unless in writing duly executed by the parties or their authorized representatives.

SECTION 32. SEVERABILITY.

If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY OF EUREKA HOUSING AUTHORITY

By: _____

Date: _____

Name: _____

Title: _____

CONSULTANT:

By: _____

Date: _____

Name: _____

Title: _____

2022.06 Write Offs List, Housing Authority of the City of Eureka

Ppty	Code	Name	Balance	Status	DL1	DL2	Move Out Date	Rent	Late	Work Orders	Misc Tenant Charge	Cleaning & Damages
255	t0004020		10,659.13	past	4/25/2022	5/13/2022	3/16/2022	562.13	-	-	-	10,097.00
255	t0005024		1,102.74	past	4/25/2022	5/13/2022	2/28/2022	-	-	-	-	1,102.74
255	t0004204		7,116.75	past	4/25/2022	5/13/2022	3/7/2022	339.25	-	-	-	6,777.50
			<u>\$ 18,878.62</u>					<u>\$901.38</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$17,977.24</u>

PREPARED BY

Stephanie Gai
Accounts Receivable Clerk
6/28/2022
Date

APPROVALS

J. Dustin Wiessner
Director of Finance
06/28/2022
Date

Cheryl Churchill
Executive Director
6/29/2022
Date

CITY OF EUREKA HOUSING AUTHORITY

RESOLUTION 1965

TO WRITE OFF CERTAIN UNCOLLECTIBLE ACCOUNTS RECEIVABLE

WHEREAS, All efforts to collect certain accounts from former tenants of the Conventional Public Housing program have been unsuccessful; and

WHEREAS, The U.S. Department of Housing and Urban Development has recommended that after all reasonable efforts have been made to collect vacated accounts, the Board of Commissioners, based on the recommendations of the Executive Director, should authorize the charging off of such accounts.

NOW, THEREFORE, BE IT RESOLVED, That the following accounts be transferred to Collection Loss;

<u>Tenant Public Housing</u>	<u>Amount</u>
Eviction	\$10,659.13
Eviction	\$7,116.75

PASSED AND ADOPTED on the _____ day of _____ 2022 by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

ATTEST:

Name

Title

Name

Title