

DRAFT 4-1-17

**SERVICES AGREEMENT
FOR FISCAL YEARS 2017-2018 AND 2018-2019
BY AND BETWEEN
CITY OF ALAMEDA
AND
HOUSING AUTHORITY OF THE CITY OF ALAMEDA**

This Services Agreement ("Agreement") is made by and between the City of Alameda, a municipal corporation ("City") and the Housing Authority of the City of Alameda, a public body, corporate and politic ("Authority") effective July 1, 2017 ("Effective Date").

Recitals

- A. In August 1940, the Alameda City Council adopted a resolution to create the Housing Authority of the City of Alameda. For over 75 years, the Authority has met the housing needs of low-income residents.
- B. On March 20, 2012, the Alameda City Council took action to establish the Authority as an entity separate from the City, governed by an independent Board of Commissioners ("Board") appointed by the Mayor and managed by an executive director reporting to the Board.
- C. The Authority builds, owns and manages affordable housing and manages and implements affordable housing programs within the City of Alameda, which may be funded by the United States Department of Housing and Urban Development, the State of California and other local funds. The Authority employs people, who are not City employees and not entitled to any City-sponsored benefits. The Authority offices at 701 Atlantic Avenue, Alameda, are separate from City offices.
- D. The City is the recipient of certain federal funds that may be used exclusively for the purposes of community development and affordable housing programs and projects. The City also receives revenue through the payment of In-Lieu fees and Affordable Housing Unit fees that may be used only for affordable housing related purposes.
- E. The City has determined that it can best serve the needs of the citizens of Alameda with respect to provision of community development and affordable housing related services by contracting with the Authority to manage and implement services as set forth below.
- F. The Authority is willing to provide management and implementation of said services in exchange for the consideration set forth below.
- G. The Authority is also desirous of continuing to obtain additional services from the Alameda Police Department to ensure safety at its housing developments and the City is willing to provide such additional police services in exchange for the consideration set forth below.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and agreements set forth below, the adequacy of which is mutually acknowledged, the parties agree as follows:

Agreement

1. Term of Agreement

This Agreement commences as of the Effective Date and terminates on June 30, 2019.

2. Housing Services Defined

Housing services and the corresponding funding for provision of those Housing Department Services are detailed in the City's adopted Fiscal Year 2017-2018 and Fiscal Year 2018-2019 Budget. The referenced budget section is attached to this Agreement as Exhibit A. The Authority's and the City's roles in providing these services are outlined in Exhibit B attached to this Agreement.

3. Housing Services to be Provided

In exchange for the funding provided in Exhibit A, the Authority agrees to implement the projects and programs described in Exhibits A and B on behalf of the City. It is understood that the Authority shall not be responsible for providing any services the cost of which exceeds the funding made available from the City. In the event of a significant variance in the amount of federal or local funding available during the term of this contract, the scope of services will be renegotiated and this Agreement will be amended.

4. Staffing

In order to administer the budgeted projects and programs shown in Exhibits A and related services described in Exhibit B, the City delegates authority to the Authority Executive Director to administer the housing programs and to approve and incur expenses related to tasks outlined in Exhibit B and City agrees to reimburse the Authority for the actual costs of staff, plus benefits, and for certain expenses, which costs, benefits and expenses are set forth in Exhibit B.

5. Alameda Police Additional Services

At the request of the Authority Executive Director, or designee, the Alameda Police Department will provide the services outlined in the "Police Services Scope of Work" which services are additional to regular patrol and emergency response. The Police Services Scope of Work is attached to this Agreement as Exhibit C.

Through June 30, 2019, the Alameda Police Department shall invoice the Authority on a monthly basis for additional services at the prices set forth on the attached Exhibit D. Payment shall be remitted in full within fourteen (14) calendar days of invoice date.

6. Authority Facilities, Equipment Usage and Related Administrative Expenses

The Authority agrees to provide office space and related administration for the staff charged with administration of the housing programs. City agrees to compensate Authority for such use as outlined in Exhibit B. The Authority shall invoice the City on a quarterly basis for use of Authority facilities and equipment at the prices set forth in Exhibit B. Payment shall be remitted in full within fourteen (14) calendar days of invoice date.

7. Indemnification

City shall indemnify, defend and hold harmless Authority, its officers, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of City or its officers,' employees,' or agents' performance under this Agreement.

Authority shall indemnify, defend and hold harmless City, its officers, employees, and agents from and against any and all claims, expenses, liabilities, or costs for personal injury, property damage, legal proceedings, or of whatsoever nature as may arise as a result of or in connection with any act, omission, or negligence of Authority or its officers,' employees,' or agents' performance under this Agreement.

8. Workers' Compensation Insurance

In accordance with the provisions of the California Labor Code and all applicable law, City shall secure at its own expense and maintain during the contract term, workers' compensation insurance coverage for its employees as necessary to protect City and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve Authority for such claims and/or liability.

In accordance with the provisions of the California Labor Code and all applicable law, Authority shall secure at its own expense and maintain during the contract term, workers' compensation insurance coverage for its employees as necessary to protect Authority and its employees under the Workers' Compensation Insurance and Safety Act. Such insurance shall be in a standard form and sufficient to relieve City for such claims and/or liability.

9. Liability Insurance

City shall at its own expense, maintain and keep effective during the contract term, insurance and/or self-insurance to cover comprehensive public liability for bodily

injury, including death, and property damage in an amount not less than \$1,000,000 for any one occurrence.

Authority shall at its own expense, maintain and keep effective during the contract term, insurance and/or self-insurance to cover comprehensive public liability for bodily injury, including death, and property damage in an amount not less than \$1,000,000 for any one occurrence.

10. Records

City and Authority shall maintain complete and accurate records that relate to performance of services under this Agreement. Records shall be maintained in sufficient detail to permit an evaluation of service rendered under this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Free access shall be provided to the representatives of each party at all proper times to audit books and records. Such records, together with supporting documents, shall be maintained for a period of six years and three months after receipt of final payment.

11. Notices

All notices, demands, requests, or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered personally or through email, fax, or the interoffice mail delivery system. All such notices, demands, requests, or approvals shall be addressed to:

Authority: Executive Director, Housing Authority
City: City Manager, City of Alameda

12 Attorneys' Fees

In the event that legal action is brought by either party against the other in connection with this Agreement, the prevailing party in any such litigation shall be entitled to receive reimbursement from the other of its legal costs, in addition to whatever other sums may be due as a judgment or as an agreed settlement amount. Such legal costs shall include, but not be limited to, reasonable attorneys' fees, court costs, expert witness fees, and other documented expenses.

13. Assignment and Delegation

Neither party shall assign nor delegate its rights and/or duties under this Agreement without first obtaining prior written consent to the assignment and/or delegation. Any assignment or delegation made by one party without prior written consent will render the Agreement voidable at the sole discretion of the other party.

14. Severability

The provisions of this Agreement shall be severable to the extent that should any of its provisions or terms be declared void whole or in part by operation of law or agreement of the parties, the remainder of the provisions or terms not expressly declared void shall remain enforceable and in full effect.

15. Integration and Modification

This Agreement represents the entire integrated Agreement between City and Authority, supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties, and may be amended only by written instrument signed by the authorized representatives of City and Authority.

16. Termination

Authority or City may terminate this Agreement upon 180 days written notice to the other party. Upon termination of this Agreement, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination.

17. Compliances

City and Authority shall comply with all applicable State and Federal laws and regulations.

18. Conflict of Law

This Agreement shall be interpreted under, and enforced by the laws of the State of California excepting any law or regulation required by Federal funding. The Agreement and obligations of the parties are subject to all valid laws, orders, rules and regulations of the authorities having jurisdiction over this Agreement, or the successors of those authorities.

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

CITY OF ALAMEDA

HOUSING AUTHORITY
OF THE CITY OF ALAMEDA

Jill Keimach
City Manager

Vanessa M. Cooper
Executive Director

Date

Date

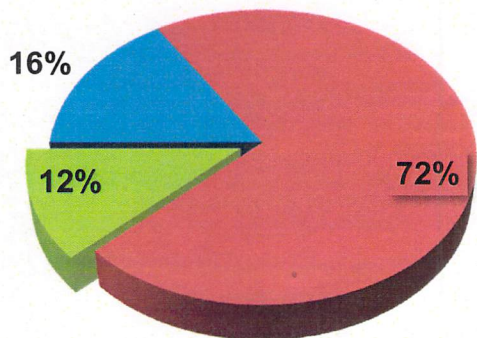
Expenditure Summary by Program

<u>Program Name</u>	<u>FY 15-16 Actual</u>	<u>FY 16-17 Budget</u>	<u>FY 16-17 Projected</u>	<u>FY 17-18 Budget</u>	<u>FY 18-19 Budget</u>
Housing in-Lieu	\$ 55,528	\$ 64,000	\$ 64,000	\$ 384,000	\$ 384,000
CDBG	1,480,381	1,227,492	1,464,000	1,210,000	1,211,000
Rent Review/Stabilization	137,752	1,643,316	789,000	1,782,000	1,789,000
Other Housing Programs	298,182	634,029	414,000	206,000	198,000
Total Program Budget	\$ 1,971,843	\$ 3,568,837	\$ 2,731,000	\$ 3,582,000	\$ 3,582,000
Less Program Revenues	1,956,075	2,745,537	1,881,000	3,277,000	3,286,000
Net Program Budget	\$ 15,768	\$ 823,300	\$ 850,000	\$ 305,000	\$ 296,000

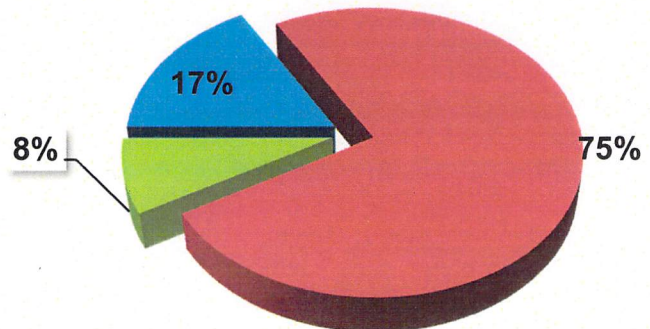
Fund Summary

	<u>FY 15-16 Actual</u>	<u>FY 16-17 Budget</u>	<u>FY 16-17 Projected</u>	<u>FY 17-18 Budget</u>	<u>FY 18-19 Budget</u>
Program Budget by Fund					
Housing in-Lieu (228)	\$ 55,528	\$ 64,000	\$ 64,000	\$ 384,000	\$ 384,000
CDBG (236)	1,480,381	1,227,492	1,464,000	1,210,000	1,211,000
Rent Review/Stabilization	137,752	1,643,316	789,000	1,782,000	1,789,000
Other Housing Programs	298,182	634,029	414,000	206,000	198,000
Totals	\$ 1,971,843	\$ 3,568,837	\$ 2,731,000	\$ 3,582,000	\$ 3,582,000
Net Program Budget by Fund					
Housing in-Lieu (228)	\$ (210,979)	\$ 62,000	\$ (81,000)	\$ 282,000	\$ 283,000
CDBG (236)	105,002	167,492	150,000	151,000	151,000
Rent Review/Stabilization	137,752	497,316	789,000	(10,000)	(12,000)
Other Housing Programs	(16,007)	96,492	(8,000)	(118,000)	(126,000)
Totals	\$ 15,768	\$ 823,300	\$ 850,000	\$ 305,000	\$ 296,000

Expenditures by Program / Category



■ Housing in-Lieu ■ CDBG ■ Other



■ Personnel ■ Contract Services ■ Other

Program Summary

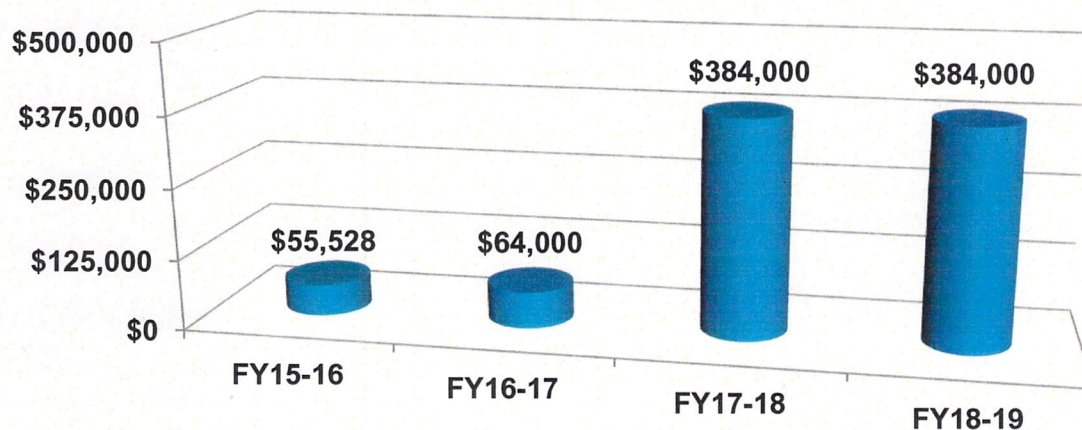
Housing In-Lieu (228)

<u>Expenditure Category</u>	<u>FY15-16 Actual</u>	<u>FY16-17 Budget</u>	<u>FY16-17 Projected</u>	<u>FY17-18 Budget</u>	<u>FY18-19 Budget</u>
Contractual Services	49,685	63,678	64,000	379,000	379,000
Materials & Supplies	5,843	322	-	5,000	5,000
Total Program Budget	\$ 55,528	\$ 64,000	\$ 64,000	\$ 384,000	\$ 384,000
% Variance			0%	500%	0%
Less: Program Revenues	266,507	2,000	145,000	102,000	101,000
Net Program Budget	\$ (210,979)	\$ 62,000	\$ (81,000)	\$ 282,000	\$ 283,000

Full-Time Personnel Summary

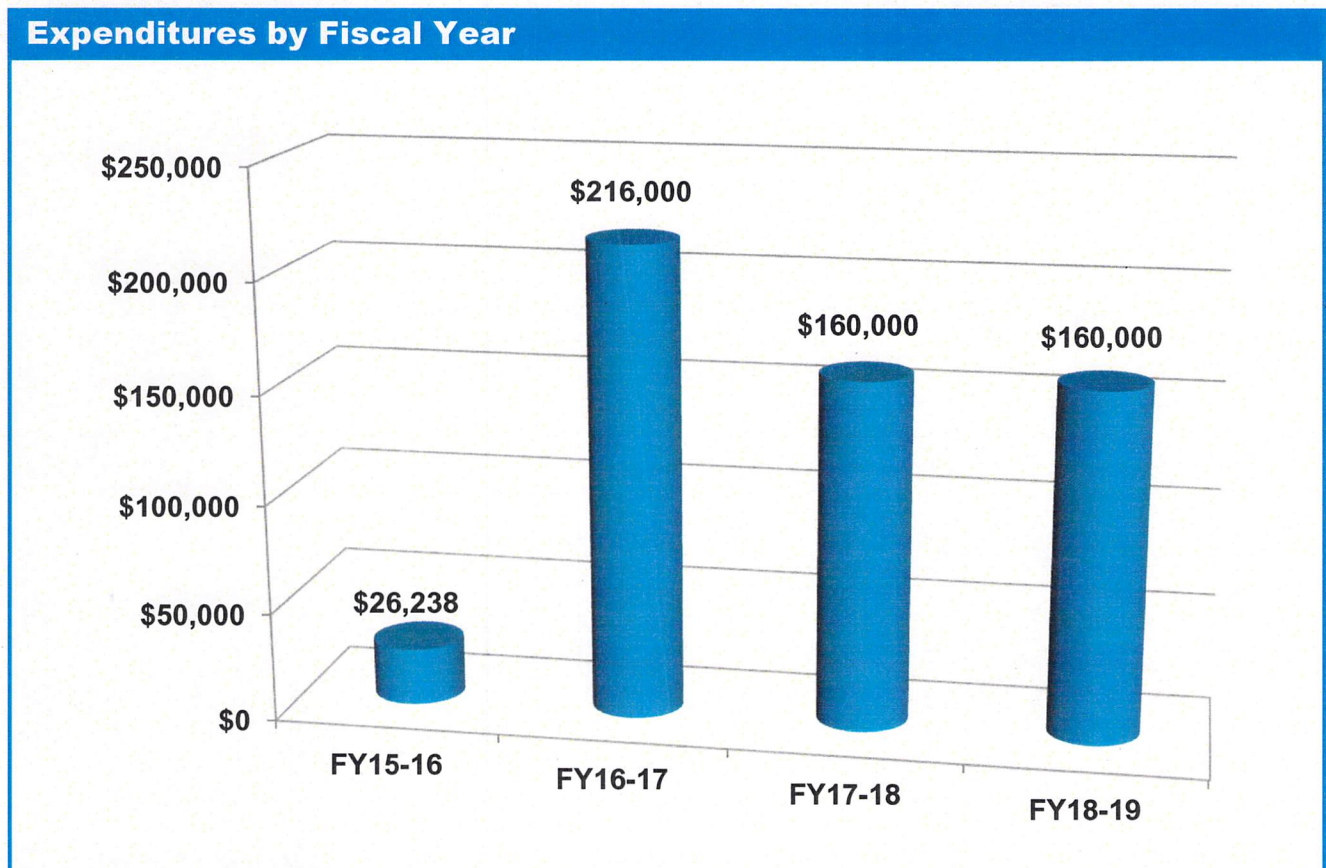
<u>Position</u>	<u>Bargaining Unit</u>	<u>FY15-16 Budget</u>	<u>FY16-17 Budget</u>	<u>FY17-18 Budget</u>	<u>FY18-19 Budget</u>
Totals		-	-	-	-

Expenditures by Fiscal Year



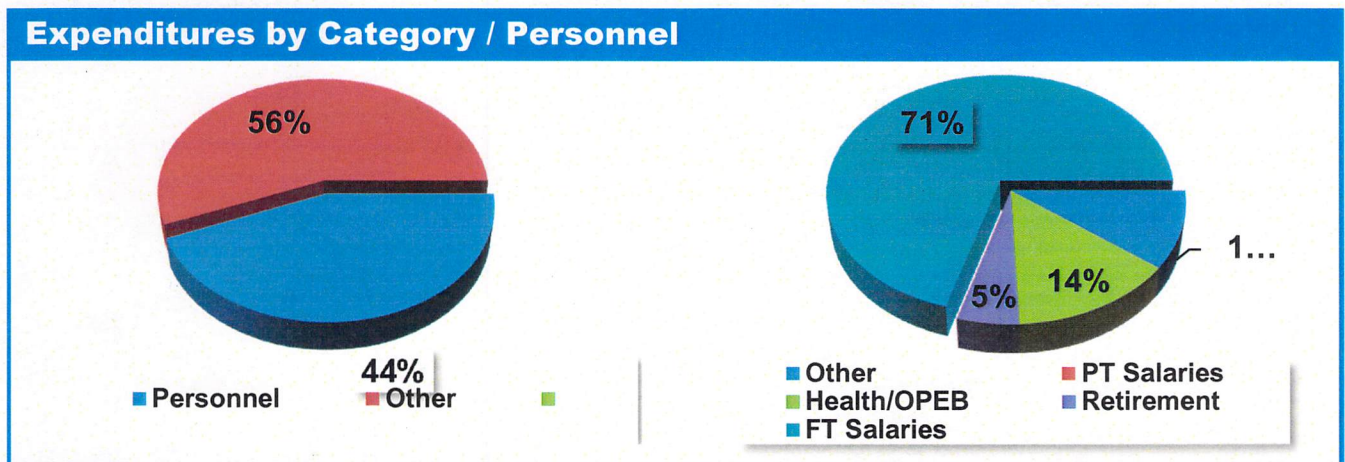
Program Summary			HOME Fund (235)		
<u>Expenditure Category</u>	FY15-16 Actual	FY16-17 Budget	FY16-17 Projected	FY17-18 Budget	FY18-19 Budget
Contractual Services	26,238	268,029	216,000	160,000	160,000
Total Program Budget	\$ 26,238	\$ 268,029	\$ 216,000	\$ 160,000	\$ 160,000
% Variance			19%	-40%	0%
Less: Program Revenues	26,238	210,537	216,000	160,000	160,000
Net Program Budget	\$ -	\$ 57,492	\$ -	\$ -	\$ -

Full-Time Personnel Summary					
<u>Position</u>	<u>Bargaining Unit</u>	FY15-16 Budget	FY16-17 Budget	FY17-18 Budget	FY18-19 Budget
Totals		-	-	-	-



Program Summary			CDBG (236)		
<u>Expenditure Category</u>	<u>FY15-16 Actual</u>	<u>FY16-17 Budget</u>	<u>FY16-17 Projected</u>	<u>FY17-18 Budget</u>	<u>FY18-19 Budget</u>
Full-Time Personnel	\$ 2,012	\$ 5,440	\$ 4,000	\$ 18,000	\$ 18,000
Contractual Services	1,474,017	1,204,870	1,444,000	1,169,000	1,170,000
Other Operational Costs	4,352	17,182	16,000	23,000	23,000
Total Program Budget	\$ 1,480,381	\$ 1,227,492	\$ 1,464,000	\$ 1,210,000	\$ 1,211,000
% Variance			-19%	-17%	-17%
Less: Program Revenues	1,375,379	1,060,000	1,314,000	1,059,000	1,060,000
Net Program Budget	\$ 105,002	\$ 167,492	\$ 150,000	\$ 151,000	\$ 151,000

Full-Time Personnel Summary					
<u>Position</u>	<u>Bargaining Unit</u>	<u>FY15-16 Budget</u>	<u>FY16-17 Budget</u>	<u>FY17-18 Budget</u>	<u>FY18-19 Budget</u>
Community Dev Director	EXME			0.05	0.05
Accountant I	MCEA	0.15	0.05	-	-
Sr Account Clerk	ACEA			0.05	0.05
Totals		0.15	0.05	0.10	0.10



Program Summary

Affordable Housing (266)

<u>Expenditure Category</u>	<u>FY15-16 Actual</u>	<u>FY16-17 Budget</u>	<u>FY16-17 Projected</u>	<u>FY17-18 Budget</u>	<u>FY18-19 Budget</u>
Full-Time Personnel	\$ -	\$ -	\$ -	\$ -	\$ -
Contractual Services	256,382	355,321	180,000	24,000	24,000
Materials & Supplies	2,793	5,679	6,000	1,000	1,000
Total Program Budget	\$ 259,175	\$ 361,000	\$ 186,000	\$ 25,000	\$ 25,000
% Variance			48%	-87%	0%
Less: Program Revenues	46,131	172,000	20,000	1,000	1,000
Net Program Budget	\$ 213,044	\$ 189,000	\$ 166,000	\$ 24,000	\$ 24,000

Full-Time Personnel Summary

<u>Position</u>	<u>Bargaining Unit</u>	<u>FY15-16 Budget</u>	<u>FY16-17 Budget</u>	<u>FY17-18 Budget</u>	<u>FY18-19 Budget</u>
Totals		-	-	-	-

Expenditures by Fiscal Year

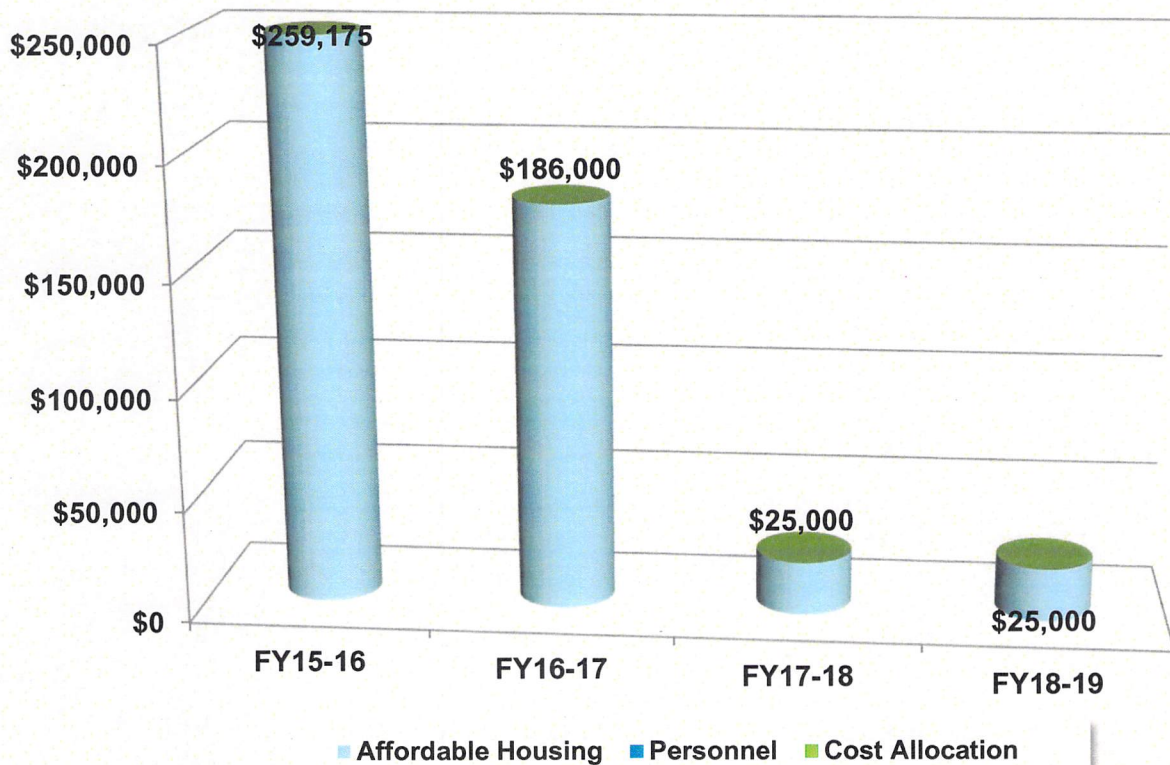


EXHIBIT B
HOUSING SERVICES SCOPE OF WORK

The Authority shall:

- 1) Administer affordable housing programs and housing-related services on behalf of the City of Alameda, as defined by the Agreement, and the programs set forth herein. Programs, and related services, include implementing the Community Development Block Grant Program ("CDBG"), HOME Program, Down Payment Assistance/First Time Homebuyer Program, Inclusionary Housing Program, Administering Affordable Housing Unit/Fee and Affordable Housing In-Lieu Funds, developing affordable housing, managing the affordable housing loan portfolio and providing general oversight of the Alameda Point Collaborative Legally-Binding Agreements while in force.
- 2) Procure services and approve payment of invoices related to the described activities.
- 3) Provide affordable housing information resources to private and public parties, represent the City at the regional, state and federal levels to promote housing programs and advocate for funding.
- 4) Prepare and administer the bi-annual Housing Department budget and approve contracts up to \$75,000. Prepare City Council agenda items for contracts above this amount.
- 5) Complete steps required by the United States Housing Division of Housing and Urban Development ("HUD") for the Community Development Block Grant ("CDBG") program. This includes needs assessment, public hearings, and the appropriate staff reports, in consultation with the City Manager's and City Attorney's Offices, to recommend to the City Council the annual proposal for the CDBG program, including authorization for program expenditures. Once the City Council approves the CDBG program, the Authority will implement it pursuant to the terms of this Agreement.

The City shall:

- 1) Delegate authority to the Authority Executive Director or designee to administer the housing programs and to approve and incur expenses related to tasks outlined above.
- 2) Provide reimbursement for salaries and benefits, including workers' compensation coverage, pension, medical insurance, life insurance, long-term disability insurance, dental insurance, and all other salaries and benefits for the Housing Authority employees that administer the City housing programs.
- 3) Compensate and reimburse Authority for all expenses for the use of Authority office space provided to administer the Housing Department within the Authority offices, including rent and utilities, use of equipment, postage, etc. Rent and utilities are based on the proportion of office space provided to administer the housing programs and other supply and training costs are based on actual expenses.

EXHIBIT C
POLICE SERVICES SCOPE OF WORK

The Police Department will designate and assign two officers to the Authority. The designated officers and the Police Department shall:

- a. Provide community policing services for residents of Authority units;
- b. Coordinate efforts to solve youth problems, such as truancy, vandalism, and graffiti;
- c. Provide personal security and crime prevention advice and/or training for Authority clients;
- d. Investigate suspected criminal activity of or in any way related to Authority clients;
- e. Provide testimony in unlawful detainer actions of the Authority when requested by Authority and provide expert witness testimony in other judicial or administrative proceedings at which the Police Department's provisions of these special law enforcements services to the Authority is an issue, when requested by Authority;
- f. Investigate suspected program fraud and reporting to the Authority, including complaints of unauthorized household members living in Authority-owned units (i.e., identifying unauthorized household members and obtaining proof of residence), complaints involving alleged criminal activity such as drug activity occurring in or around Authority-owned units, monitoring homes of possible business-related activities, running checks to confirm or deny addresses listed in verifying residency of applicants;
- g. Enforce parking rules at Authority properties;
- h. Attend monthly meetings of the Board of Commissioners (3rd Wednesday of the month), annual Town Hall meetings with tenants (4 meetings at various sites), Rent Review Advisory Committee meetings (2 per month), bi-weekly meetings with Property Management department, resident activities at Authority-owned sites and other meetings upon Authority staff or Board requests;
- i. Walk Authority-owned properties at least twice a week, respond to welfare checks requested by AHA staff , provide patrols each day of the fourth of July holiday weekend and portal AHA office building at least once a night;
- j. Submit reports detailing policing activities, both verbal and written, including at least one verbal report bi-weekly, one written report per month showing statistics by complex/program for budgeting purposes and citations issued at Authority-owned sites, and one written quarterly report which compiles the monthly statistics and compares them with the City population as a whole;
- k. Provide the criminal history of all adults (i.e., 18 years of age and older) listed on an application for housing assistance and on adults who have been requested to be added to an existing household upon receiving a written request by the Authority in compliance with applicable law. Information on the following types of convictions is permitted:

- Convictions for a serious felony as defined in subdivision (c) of Section 1192.7 of the California Penal Code;
 - Convictions for any offense punishable under Sections 273.5, 422.6, 422.7, 422.75, 422.9, 422.76, 16590, Chapter 2 (commencing with Section 29800); or Chapter 3 (commencing with Section 29900) of the California Penal Code.
 - Convictions under Section 273.6 of the California Penal Code that involve a violation of a protective order, as defined in Section 6218 of the Family Code;
 - Convictions for any felony offense that involves controlled substances or alcoholic beverages or any felony offense that involves any activity related to controlled substances or alcoholic beverages; and
 - Convictions for any offense that involves domestic violence, as defined in Section 13700 of the California Penal Code.
- l. Maintain records of all reports, other than criminal history reports, for a minimum of four (4) years, in accordance with the Authority's Records Retention Schedule, and maintaining access to those records for Authority staff or personnel of the U. S. Department of Housing and Urban Development, or similar Authority in the event of audit of the policing services being provided;
 - m. Provide management support, training, equipment and supplies, and other employee-related services to the officers assigned to provide services for the Authority;
 - n. Provide criminal background checks of applicants who are offered Authority employment;
 - o. Provide finger printing services for Authority personnel as needed; and
 - p. The City and Authority recognize that the scheduling and deployment of police officers contemplated in this Agreement must be set and may need to be adjusted periodically based on the experience and conditions which exist at any given time. Further, the parties recognize that Police Department billing for services rendered hereunder must confirm to Federal and State regulations applicable to the Authority. Accordingly, the Police Chief of the City and the Executive Director of the Authority are empowered to enter into a Police Department Deployment and Scheduling Plan consistent with this Agreement which will detail the deployment of City Police Department personnel, services and billing formats consistent with this Agreement.

EXHIBIT D
POLICE SERVICES COMPENSATION

The Authority shall compensate the Police Department for services rendered per this Agreement the sum of two hundred ten thousand dollars and zero cents (\$210,000.00) annually.

The Police Department shall invoice the Authority monthly in monthly increments of seventeen thousand five hundred dollars and zero cents (\$17,500.00).

The Authority shall remit payment within 14 calendar days from the date the invoice is received.