# HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY REGULAR MEETING AGENDA

Wednesday, February 12, 2025
3:30 p.m.
Administrative Conference Room, City Hall
73-510 Fred Waring Drive
Palm Desert, CA 92260

Pursuant to Assembly Bill 2449, this meeting will be conducted as a hybrid meeting and there will be in-person access to this location.

- To participate via Zoom, use the following link: <a href="https://palmdesert.zoom.us/j/82626679090">https://palmdesert.zoom.us/j/82626679090</a> or call (213) 338-8477, Zoom Meeting ID: 826 2667 9090
- Written public comment may also be submitted to <u>cityclerk@palmdesert.gov</u>. E-mails received by 12:30 p.m. prior to the meeting will be distributed to the Commission. Any correspondence received during or after the meeting will be distributed to the Commission as soon as practicable and retained for the official record. **Emails will not be read aloud** except as an ADA accommodation.

**Pages** 

- 1. CALL TO ORDER
- 2. ROLL CALL
- 3. NONAGENDA PUBLIC COMMENTS

This time has been set aside for the public to address the Housing Commission on issues that are not on the agenda for up to three minutes. Speakers may utilize one of the three options listed on the first page of the agenda. Because the Brown Act does not allow the Housing Commission to act on items not listed on the agenda, members may briefly respond or refer the matter to staff for a report and recommendation at a future meeting.

### 4. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered routine and may be approved by one motion. The public may comment on any items on the Consent Agenda within the three-minute time limit. Individual items may be removed by the Housing Commission for a separate discussion.

### RECOMMENDATION:

To approve the consent calendar as presented.

### 4.a APPROVAL OF MINUTES

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**RECOMMENDATION:** 

Approve the Minutes of January 8, 2025.

### 4.b HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR DECEMBER 2024

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**RECOMMENDATION:** 

Receive and file the Home Improvement Program Activity Report for December 2024.

### 5. CONSENT ITEMS HELD OVER

### 6. ACTION CALENDAR

The public may comment on individual Action Items within the three-minute time limit. Speakers may utilize one of the three options listed on the first page of the agenda.

### 6.a AUTHORIZE INCREASE TO NOT TO EXCEED AMOUNT OF ADDITIONAL SERVICES FOR JOHN HARRISON CONTRACTING, INC.

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**RECOMMENDATION:** 

Recommend to the Palm Desert Housing Authority Board to:

- Authorize an increase of \$80,000 to the not to exceed amount of additional services for John Harrison Contracting, Inc. for Fiscal Year 2024/25 and Fiscal Year 2025/26 for an aggregate amount of \$108,500 each fiscal year.
- 2. Appropriate \$80,000 from the Housing Authority's Unobligated 871 Fund Balance to the Fiscal Year 2024/25 operating budget in the appropriate account for each of the 15 Housing Authority properties.
- Authorize the Executive Director, or his designee, to take any necessary actions to facilitate and effectuate the actions taken herewith.

6.t	AND W AUTHO RECOM	CATOIN OF V.M. POOL SERVICE AND REPAIR FOR POOL, SPA, ATER FEATURE MAINTENANCE AND REPAIR AT HOUSING DRITY PROPERTIES IN AN AMOUNT NOT TO EXCEED \$95,400.00 MMENDATION: mend to the Palm Desert Housing Authority Board to:	15		
	1.	Ratify the six-month agreement with V.M. Pool Maintenance and Repair for pool, spa, and water feature maintenance and repair at Housing Authority properties in an amount not to exceed \$95,400.00 and \$15,000 for additional services as required.			
	2.	Authorize the Executive Director, or his designee, to take any necessary actions to execute the agreement and any related documents to effectuate this action.			
6.0	6.c REJECT PROPOSALS SUBMITTED FOR CAMERA PROCUREMENT, INSTALLATION, AND OFF-SITE MONITORING SERVICE FOR RESIDENTIAL PROPERTIES. RECOMMENDATION:				
	Recom	mend to the Palm Desert Housing Authority Board to:			
	1.	Reject all proposals submitted for Camera Procurement, Installation, and Off-Site Monitoring Service for Residential Properties.			
	2.	Authorize staff to re-solicit a revised Request for Proposals (RFP) with a smaller-scale camera system and off-site monitoring scope.			
<b>7</b> .	INFORMAT	TIONAL REPORTS & COMMENTS			
7.8	a SUMM	ARY OF CITY COUNCIL AND HOUSING AUTHORITY ACTIONS			
7.k		FALKENBERG/GILLIAM & ASSOCIATES (FGA) MONTHLY REPORTS FOR DECEMBER 2024			
7.0	HOUSI	HOUSING COMMISSIONERS			
7.0	d CITY C	CITY COUNCIL LIAISON			
7.6	CITY S	CITY STAFF			
7.	f ATTEN	DANCE REPORT	67		
8.		DJOURNMENT he next Regular Meeting will be held on March 12,2025, at 3:30 p.m.			

### 9. PUBLIC NOTICES

**Agenda Related Materials:** Pursuant to Government Code §54957.5(b)(2) the designated office for inspection of records in connection with this meeting is the Office of the City Clerk, Palm Desert Civic Center, 73-510 Fred Waring Drive, Palm Desert. Staff reports for all agenda items considered in open session, and documents provided to a majority of the legislative bodies are available for public inspection at City Hall and on the City's website at <a href="https://www.palmdesert.gov">www.palmdesert.gov</a>.

Americans with Disabilities Act: It is the intention of the City of Palm Desert to comply with the Americans with Disabilities Act (ADA) in all respects. If, as an attendee or a participant at this meeting, or in meetings on a regular basis, you will need special assistance beyond what is normally provided, the City will attempt to accommodate you in every reasonable manner. Please contact the Office of the City Clerk, (760) 346-0611, at least 48 hours prior to the meeting to inform us of your needs and to determine if accommodation is feasible.

### AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda for the Housing Commission was posted on the City Hall bulletin board and City website not less than 72 hours prior to the meeting.

/S/ Damian Olivares
Recording Secretary

# HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY REGULAR MEETING MINUTES

January 8, 2025, 3:30 p.m.

Present: Commissioner Jann Buller, Commissioner Olivia Docken,

Commissioner Andy Firestine, Commissioner Melody Morrison,

Vice Chair Franchon-Marie Siddiq, Chair Kathleen Bauer

Absent: Commissioner Dominic Moore

City Council Liaison: Councilmember Karina Quintanilla

Staff Present: Management Analyst Celina Cabrera, Senior Administrative

Assistant Daniel Mora, Recording Secretary Damian Olivares

### 1. CALL TO ORDER

A Regular Meeting of the Housing Commission was called to order by Chair Bauer on January 8,2025, at 3:30 p.m. in the Administrative Conference Room, City Hall, located at 73-510 Fred Waring Drive, Palm Desert, California.

### 2. ROLL CALL

#### 3. NON-AGENDA PUBLIC COMMENTS

None.

#### 4. CONSENT CALENDAR

To approve the consent calendar as presented.

Motion by: Commissioner Buller

Seconded by: Commissioner Firestine

**Motion Carried** 

### 4.a APPROVAL OF MINUTES

Approve the Minutes of December 11, 2024.

Motion by: Commissioner Buller

**Seconded by:** Commissioner Firestine

**Motion Carried** 

### 4.b HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR NOVEMBER 2024

Receive and file the Home Improvement Program Activity Report for November 2024.

Motion by: Commissioner Buller

Seconded by: Commissioner Firestine

**Motion Carried** 

### 5. CONSENT ITEMS HELD OVER

None.

### 6. ACTION CALENDAR

None.

### 7. INFORMATIONAL REPORTS & COMMENTS

### 7.a SUMMARY OF CITY COUNCIL AND HOUSING AUTHORITY ACTIONS

None.

### 7.b FALKENBERG/GILLIAM & ASSOCIATES (FGA) MONTHLY REPORTS FOR NOVEMBER 2024

Representative of Falkenberg/Gilliam & Associates, Cyndi Karp, provided the monthly reports for November 2024 and answered inquiries.

### 7.c HOUSING COMMISSIONERS

None.

### 7.d CITY COUNCIL LIAISON

Councilmember Quintanilla extended her gratitude to Falkenberg/Gilliam & Associates for fostering community within the Palm Desert Housing Authority properties.

### 7.e CITY STAFF

Senior Management Analyst Cabrera, also extended her gratitude to Falkenberg/Gillian & Associates for fostering community within the Palm Desert Housing Authority Properties.

Senior Deputy Clerk, Olivares, reminded Housing Commissioners of the upcoming AB 1234 Ethics Training on Thursday, January 30, 2025.

### 7.f ATTENDANCE REPORT

Will be provided as supplemental material.

8.	<b>ADJOURNMENT</b>
Ο.	ADJUUKINIMENI

The Housing Commission adjourned at 3:49 p.m

Respectfully submitted,				
Damian Olivares, Senior Deputy Clerk				
Recording Secretary				
Jessica Gonzales, Housing Manager				
Secretary				
DATE APPROVED BY HOUSING COMMISSION				

## HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: February 12, 2025

PREPARED BY: Daniel Mora, Senior Administrative Assistant

SUBJECT: HOME IMPROVEMENT PROGRAM ACTIVITY REPORT FOR

DECEMBER 2024

### **RECOMMENDATION:**

Receive and file the Home Improvement Activity Report for December 2024.

### **FINANCIAL IMPACT:**

There is no financial impact with this request.

### **ATTACHMENTS:**

Home Improvement Activity Report for December 2024.

### Home Improvement Program Activity Report

	Month of:	December 2024		
Inquiries (call, email, walkin)		1		
<b>Applications Provided</b>		1		
<b>Applications Received</b>		0		
Eligible		0		
Ineligible (does not meet program	m criteria)	0		
Referral to Energy Savings Assistance				
Program		0		
Referral to Brush with Kindi	ness	0		

## HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: February 12, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: AUTHORIZE INCREASE TO NOT TO EXCEED AMOUNT OF

ADDITIONAL SERVICES FOR JOHN HARRISON CONTRACTING, INC.

### **RECOMMENDATION:**

Recommend to the Palm Desert Housing Authority Board to:

- 1. Authorize an increase of \$80,000 to the not to exceed amount of additional services for John Harrison Contracting, Inc. for Fiscal Year 2024/25 and Fiscal Year 2025/26 for an aggregate amount of \$108,500 each fiscal year.
- 2. Appropriate \$80,000 from the Housing Authority's Unobligated 871 Fund Balance to the Fiscal Year 2024/25 operating budget in the appropriate account for each of the 15 Housing Authority properties.
- 3. Authorize the Executive Director, or his designee, to take any necessary actions to facilitate and effectuate the actions taken herewith.

### **BACKGROUND/ANALYSIS:**

John Harrison Contracting, Inc ("JHC"). was awarded a maintenance services agreement with the Palm Desert Housing Authority after a competitive bid process beginning on July 1, 2023, and is subject to renewal on June 30, 2026. The Authority Board approved the agreement for Heating, Ventilation, and Air Conditioning services on June 22, 2023, in an amount of \$218,500; \$190,000 for regular maintenance services and \$28,500 for additional services per fiscal year. Additional services include unit repairs, unit replacements, and emergency service response that may be required.

Due to an increase in unit replacements due to life expectancy as well as increased wear resulting from critical weather events, the authorized amount of \$28,500 has been exhausted and an increase is required for additional replacements and repairs as well as to have budget available for emergency situations.

### **FINANCIAL IMPACT:**

The financial impact of this request will increase the not to exceed amount of the additional services for JHC for an additional \$80,000 for an aggregate amount of \$108,500. An appropriation is necessary from the Housing Authority's Unobligated 871 Fund Balance in an amount of \$80,000. There is no impact to the General Fund.

## HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: February 12, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: RATIFICATOIN OF V.M. POOL SERVICE AND REPAIR FOR POOL, SPA

AND WATER FEATURE MAINTENANCE AND REPAIR AT HOUSING AUTHORITY PROPERTIES IN AN AMOUNT NOT TO EXCEED

\$95,400.00

### **RECOMMENDATION:**

Recommend to the Palm Desert Housing Authority Board to:

- 1. Ratify the six-month agreement with V.M. Pool Maintenance and Repair for pool, spa, and water feature maintenance and repair at Housing Authority properties in an amount not to exceed \$95,400.00 and \$15,000 for additional services as required.
- 2. Authorize the Executive Director, or his designee, to take any necessary actions to execute the agreement and any related documents to effectuate this action.

### **BACKGROUND/ANALYSIS:**

The Housing Authority oversees the maintenance of 16 pools, 7 spas, and 1 water feature, which are commercial facilities requiring daily servicing and pH balancing in compliance with Riverside County Health regulations. Failure to perform these services could result in closures and potential health and safety risks to residents and the public.

The previous contract for these services expired on December 31, 2024. A Request for Proposals (RFP) was issued by the Palm Desert Housing Authority on October 16, 2024, for a new pool, spa, and water feature maintenance and repair contract. However, the sole response from the incumbent contractor Service First, LLC, was unfeasible with a proposed annual amount of \$380,818.44 compared to the then current contract amount of \$138,573.11.

On December 12, 2024, the Housing Authority rejected the bid from Service First, LLC and authorized the re-solicitation of the RFP. In order to ensure the continuity of services in the best interest of the City, public health, safety and welfare, in the interim, local qualified contractors were contacted for a six month agreement starting January 1, 2025, and ending June 30, 2025. Five qualified contractors submitted proposals:

Proposer	Proposed 6-Month Amount
Fred Rock Pools	\$106,200.00
Service First	\$216,085.32
Shark Pools	\$217,200.00
Supreme Pool Service	\$126,180.00
V.M. Pool Service and Repair	\$95,400.00

V.M. Pool Maintenance and Repair offered the most cost-effective proposal while meeting all qualifications including Department of Industrial Relations registration. Staff is preparing a new RFP for a longer-erm agreement, with the solicitation expected to be published late February 2025 for a July 1, 2025, start date. All qualified contractors will be encouraged to submit proposals.

Pursuant to the City Code of Ordinances section 3.30.160, the Executive Director may authorize the execution of contracts without competitive bidding provided that such award is in the best interest of the city, or of the public health, safety, and welfare. The maintenance of the pools, spas, and water features is essential to protecting public health and safety as regular servicing helps prevent potential health hazards and facility closures.

Staff is requesting an additional \$15,000 to provide additional services on an as needed basis that would include services such as equipment repairs or replacement (i.e., pump, pump motor, filters, heating tubes, etc.) the treatment of fecal matter, removal of rodents and pests, leaks, groundwater runoff, etc. All repairs are subject to prevailing wage requirements.

### **FINANCIAL IMPACT:**

Funds for the six-month agreement are included in the Housing Authority FY 2024/25 budget in the appropriate accounts for each property. There is no financial impact to the General Fund from this action.

### **ATTACHMENTS:**

1. Pool Maintenance Service Agreement

### PALM DESERT HOUSING AUTHORITY MAINTENANCE SERVICES AGREEMENT

### 1. PARTIES AND DATE.

This Agreement is made and entered into this 1st day of January, 2025, by and between the Palm Desert Housing Authority ("the Authority"), a Public Body, Corporate and Politic, a political subdivision organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, County of Riverside, State of California and VM Pool Service & Repairs, Inc., a California Corporation with its principal place of business at 40395 Firenze Court. Indio, CA 92203 ("Contractor"). The Authority and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

### 2. RECITALS.

#### 2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the Authority on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of the Authority. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of the Authority. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

### 2.2 Project.

The Authority desires to engage Contractor to render such services for the **POOL AND WATER FEATURE MAINTENACE AND REPAIR SERVICES AT PALM DESERT HOUSING AUTHORITY PROPERTIES** project ("Project") as set forth in this Agreement.

### 3. TERMS.

### 3.1 Scope of Services and Term.

- 3.1.1 <u>General Scope of Services</u>. Contractor promises and agrees to furnish to the Authority all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.
- 3.1.2 <u>Term</u>. The term of this Agreement shall be from January 1, 2025 to June 30, 2025, unless earlier terminated as provided herein. Contractor shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

### 3.2 Responsibilities of Contractor.

3.2.1 <u>Control and Payment of Subordinates; Independent Contractor</u>. The Services shall be performed by Contractor or under its supervision. Contractor will determine the

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means, methods and details of performing the Services subject to the requirements of this Agreement. The Authority retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of the Authority and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

- 3.2.2 <u>Schedule of Services</u>. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of the Authority, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 3.2.3 <u>Conformance to Applicable Requirements</u>. All work prepared by Contractor shall be subject to the approval of the Authority.
- 3.2.4 <u>Authority's Representative</u>. The Authority hereby designates **JESSICA GONZALES, HOUSING MANGER**, or his or her designee, to act as its representative for the performance of this Agreement ("Authority's Representative"). Authority's Representative shall have the power to act on behalf of the Authority for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the Authority's Representative or his or her designee.
- 3.2.5 <u>Contractor's Representative</u>. Contractor hereby designates **VICTOR MONTERROSO**, **CEO** or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.
- 3.2.6 <u>Coordination of Services</u>. Contractor agrees to work closely with the Authority's staff in the performance of Services and shall be available to the Authority's staff, consultants and other staff at all reasonable times.
- 3.2.7 <u>Standard of Care; Performance of Employees</u>. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the Authority, any services necessary to correct errors or

omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the Authority to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the Authority, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

- 3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the Authority will suffer damage.
- 3.2.9 <u>Disputes</u>. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the Authority. If Contractor disputes the Authority's decision, Contractor shall have such remedies as may be provided by law.
- 3.2.10 <u>Laws and Regulations; Employee/Labor Certifications</u>. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the Authority to terminate the Agreement for cause. The Authority is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.
- 3.2.10.1 <u>Employment Eligibility; Contractor</u>. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.
- 3.2.10.2 <u>Labor Certification</u>. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

- 3.2.10.3 <u>Equal Opportunity Employment</u>. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of the Authority's Minority Business Enterprise program, Affirmative Action Plan or other related programs or quidelines currently in effect or hereinafter enacted.
- 3.2.10.4 <u>Air Quality</u>. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify the Authority against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
- 3.2.10.5 <u>Water Quality Management and Compliance</u>. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

### 3.2.11 Insurance.

- 3.2.11.1 <u>Minimum Requirements</u>. Without limiting Contractor's indemnification of the Authority, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to the Authority.
- (A) <u>General Liability Insurance.</u> Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.
- (B) <u>Automobile Liability Insurance.</u> Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection

with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) <u>Umbrella or Excess Liability Insurance.</u> Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance policy with limits that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

(a) A drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;

(b) Pay on behalf of wording as opposed to

reimbursement;

(c) Concurrency of effective dates with primary

policies; and

(d) Policies shall "follow form" to the underlying

primary policies.

representatives.

(e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) <u>Workers' Compensation Insurance.</u> Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to the Authority, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and

(E) <u>Fidelity Coverage</u>. Contractor shall provide evidence of fidelity coverage on a blanket fidelity bond or other acceptable form. Limits shall be no less than \$1,000,000 per occurrence.

### (F) Cyber Liability Insurance. RESERVED

(G) <u>Pollution Liability Insurance</u>. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Authority providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than \$1,000,000 dollars per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

### 3.2.11.2 Other Provisions and Requirements.

- (A) <u>Proof of Insurance</u>. Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with the Authority at all times during the term of this contract. The Authority reserves the right to require complete, certified copies of all required insurance policies, at any time.
- (B) <u>Duration of Coverage.</u> Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees or subconsultants.
- (C) <u>Primary/Non-Contributing.</u> Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by the Authority shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the Authority before the Authority's own insurance or self-insurance shall be called upon to protect it as a named insured.
- (D) <u>Authority's Rights of Enforcement.</u> In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, the Authority has the right, but not the duty, to obtain the insurance it deems necessary and any premium paid by the Authority will be promptly reimbursed by Contractor, or the Authority will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the Authority may cancel this Agreement.
- (E) <u>Acceptable Insurers.</u> All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.
- (F) <u>Waiver of Subrogation.</u> All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- (G) <u>Enforcement of Contract Provisions (non estoppel)</u>. Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform Contractor of non-compliance with any requirement imposes no additional obligations on the Authority nor does it waive any rights hereunder.

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- (H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the Authority requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Authority.
- (I) <u>Notice of Cancellation.</u> Contractor agrees to oblige its insurance agent or broker and insurers to provide the Authority with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.
- (J) <u>Additional Insured Status.</u> General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.
- (K) <u>Prohibition of Undisclosed Coverage Limitations.</u> None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to the Authority and approved of in writing.
- (L) <u>Separation of Insureds.</u> A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.
- (M) <u>Pass Through Clause.</u> Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to the Authority for review.
- (N) <u>Authority's Right to Revise Specifications.</u> The Authority or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the Authority and Contractor may renegotiate Contractor's compensation. If the Authority reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.
- (O) <u>Self-Insured Retentions.</u> Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

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- (P) <u>Timely Notice of Claims.</u> Contractor shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
- (Q) <u>Additional Insurance.</u> Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.
- 3.2.12 <u>Safety</u>. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

### 3.2.13 Bonds.

- 3.2.13.1 <u>Performance Bond</u>. If required by law or otherwise specifically requested by the Authority attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.
- 3.2.13.2 <u>Payment Bond</u>. If required by law or otherwise specifically requested by the Authority attached hereto and incorporated herein by reference, Contractor shall execute and provide to the Authority concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the Authority. If such bond is required, no payment will be made to Contractor until it has been received and approved by the Authority.
- 3.2.13.3 <u>Bond Provisions.</u> Should, in the Authority's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from the Authority. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the Authority, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the Authority. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the Authority, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Authority. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications

of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the Authority may terminate this Agreement for cause.

- 3.2.13.4 <u>Surety Qualifications</u>. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the Authority. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the Authority.
- 3.2.14 <u>Accounting Records</u>. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of the Authority during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### 3.2.15 Work Sites.

- 3.2.15.1 <u>Inspection Of Site.</u> Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services. Unless expressly stated otherwise in the Special Conditions or Specifications, Contractor acknowledges that Work sites are occupied residential communities and that Work shall be completed in a manner that ensures minimal resident impact.
- 3.2.15.2 <u>Field Measurements</u>. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the Authority immediately and prior to performing any Services or altering the condition.
- 3.2.15.3 <u>Removal of Waste and Debris</u>. Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by Authority or Authority's agent.
- 3.2.15.4 <u>Notifications to Authority and Residents</u>. The Contractor shall acknowledge that the Authority provides forty-eight (48) hours' notice in advance of the start of any Work that is to occur at any residential unit. Contractor shall provide sufficient notice to the Authority before beginning any such Work so that the Authority may provide timely notice to residents.

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- 3.2.15.5 <u>Paths of Travel</u>. Pedestrian paths of travel must be maintained free of obstructions and hazardous conditions, except where the condition is necessary for completion of the Work. To the extent any portion of the Work requires obstructing pedestrian paths of travel, the Work shall be performed so as to minimize the extent of the obstruction. Where Contractor's operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. The Authority shall be given at least 48-hours' notice prior to the creation of any condition affecting pedestrian paths of travel.
- 3.2.15.6 Water Quality Management and Compliance. Contractor shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state, and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions of the local ordinances regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); the California Porter-Cologne Water Quality Control Act (Water Code§ 13000 et seq.); and any and all regulations, policies, or permits issued pursuant to any such authority. Contractor shall additionally comply with the lawful requirements of any local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses, including applicable requirements in municipal storm water management programs.
- 3.2.15.7 <u>Hazardous Materials and Differing Conditions</u>. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the Authority in writing. The Authority shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the Authority and Contractor.
- 3.2.16 <u>Loss and Damage</u>. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by the Authority.
- 3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the Authority of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the Authority in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period,

commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the Authority may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the Authority, regardless of whether or not such warranties and guarantees have been transferred or assigned to the Authority by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the Authority. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the Authority, the Authority shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Authority for any expenses incurred hereunder upon demand.

### 3.3 Fees and Payments.

- 3.3.1 <u>Compensation</u>. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **Ninety Five Thousand Four Hundred and 00/100 Dollars** (\$95,400.00) without written approval of the Palm Desert Housing Authority Board or Executive Director, as applicable.
- 3.3.2 Payment of Compensation. Contractor shall submit to the Authority monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. The Authority shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to the Authority within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the Authority for any reason whatsoever.
- 3.3.3 <u>Deductions</u>. The Authority may deduct or withhold, as applicable, from each progress payment an amount necessary to protect the Authority from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the Authority, incurred by the Authority for which Contractor is liable under the Agreement; and (4) any other sums which the Authority is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the Authority to deduct any of these sums from a progress payment shall not constitute a waiver of the Authority's right to such sums.
- 3.3.4 <u>Reimbursement for Expenses</u>. Contractor shall not be reimbursed for any expenses unless authorized in writing by the Authority.
- 3.3.5 <u>Extra Work</u>. At any time during the term of this Agreement, the Authority may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by the Authority to be necessary for the proper completion of the Project, but

which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the Authority's Representative.

- 3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations. Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Authority shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.
- 3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the Authority. Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### 3.4 Termination of Agreement.

3.4.1 <u>Grounds for Termination</u>. The Authority may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor

shall be compensated only for those Services which have been adequately rendered to the Authority, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

- 3.4.2 <u>Effect of Termination</u>. If this Agreement is terminated as provided herein, the Authority may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.
- 3.4.3 <u>Additional Services</u>. In the event this Agreement is terminated in whole or in part as provided herein, the Authority may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

### 3.5 General Provisions.

3.5.1 <u>Delivery of Notices</u>. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

### **Contractor:**

VM Pool Service & Repair, Inc. 40395 Firenze Ct. Indio, CA 92203 Attn: VICTOR MONTERROSO, PRESIDENT/CEO/SECRETARY/CFO

### **Authority:**

Palm Desert Housing Authority 73-510 Fred Waring Drive Palm Desert, CA 92260-2578

Attn: JESSICA GONZALES, HOUSING MANAGER

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.2 <u>Indemnification</u>.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the

performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the Authority.

- 3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of the Authority's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse the Authority for the cost of any settlement paid by the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for the Authority's attorney's fees and costs, including expert witness fees. Contractor shall reimburse the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the Authority, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives.
- 3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the Authority. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the Authority.
- 3.5.4 <u>Time of Essence</u>. Time is of the essence for each and every provision of this Agreement.
- 3.5.5 <u>Authority's Right to Employ Other Contractors</u>. The Authority reserves right to employ other contractors in connection with this Project.
- 3.5.6 <u>Successors and Assigns</u>. This Agreement shall be binding on the successors and assigns of the parties.
- 3.5.7 <u>Assignment or Transfer</u>. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the Authority. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

- 3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the Authority include the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.
- 3.5.9 <u>Amendment; Modification</u>. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.
- 3.5.10 <u>Waiver</u>. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.
- 3.5.11 <u>No Third Party Beneficiaries</u>. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 3.5.12 <u>Invalidity</u>: Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 3.5.13 <u>Prohibited Interests</u>. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the Authority shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of the Authority, during the term of his or her service with the Authority, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 3.5.14 <u>Cooperation; Further Acts</u>. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.
- 3.5.15 <u>Authority to Enter Agreement.</u> Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.
- 3.5.16 <u>Counterparts</u>. This Agreement may be signed in counterparts, each of which shall constitute an original.

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3.5.17 <u>Entire Agreement</u>. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.5.18 Federal Provisions. Reserved

[SIGNATURES ON NEXT PAGE]

## SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE PALM DESERT HOUSING AUTHORITY AND VM POOL SERVICE & REPAIRS, INC.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

PALM DESERT HOUSING AUTHORITY	VM POOL SERVICE & REPAIRS, INC.
By: L. Told Hileman L. Todd Hileman Executive Director	By: with montumoso Victor Monterroso President/Secretary
ATTEST:  By: Luthony J. Myia  Anthony J. Mejia  Secretary	957537 Contractor's License Number and Classification 1000370072 DIR Registration Number ( <i>if applicable</i> )
APPROVED AS TO FORM:	
By:  Isra Shah  Best Best & Krieger LLP  Special Legal Counsel	City Clerk QC:  Contracts QC:  Insurance:  Initial  JK  Initial Review  Initial  CO  Final Approval
Revised 11-2-20 BBK 72500.00001\32374943.1	

**Bonds** 

### **EXHIBIT "A"**

#### SCOPE OF SERVICES

#### Routine Maintenance Services

### Daily Pool and Spa Maintenance.

- 1. Perform daily cleaning and chemical balancing, including skimming, vacuuming, brushing, and emptying baskets.
- 2. Check and adjust choline, pH, and other chemical levels as required to maintain water quality.
- 3. Inspect and service pool pumps, filters, heaters, and other equipment to ensure proper operation.
- 4. Maintain detailed logs of chemical levels and work performed each day.
- 5. Ensure compliance with Riverside County Environmental Health Department Standards, California Department of Public Health, and any other health regulations regarding pool safety and water quality.
- 6. On-site storage of chemical is prohibited; except as required to be kept on site by a health and/or safety regulatory body.

### Daily Water Feature Maintenance

- 1. Conduct daily cleaning and maintenance of water feature at One Quail Place property.
- 2. Test and adjust water chemistry to maintain clarity and prevent algae growth.
- 3. Inspect and maintain pumps, lighting, and mechanical components for proper function.
- 4. Check for leaks or damage daily and report issues to the Housing Authority promptly.

### Preventative Equipment Maintenance

- 1. Perform regular inspections of all equipment to identify potential issues.
- 2. Lubricate moving parts, replace seals, and clean or replace filters as needed.
- 3. Provide monthly report summarizing the condition of all pools, spas, and water feature.
- 4. Replace damaged or malfunctioning components, including pumps, motors, lighting, and control systems.

#### **Emergency Repairs:**

(BB&K 2019)

- 1. Provide emergency repair services with a response time of 2 hours for issues posing immediate safety hazards or significant operational disruptions.
- 2. Establish a 24/7 emergency contact protocol.

### Repair Logging and Documentation

- 1. Maintain a comprehensive log of all repairs conducted, including date, time, nature of the issue, actions taken, and parts replaced.
- 2. Submit monthly repair reports to PDHA detailing all maintenance and repair activities.
- 3. Ensure that all repair logs are accessible to PDHA upon request for review and audit purposes.

### Warranty Management:

- 1. Provide documentation of all warranties for parts and labor associated with repairs.
- 2. Manage warranty claims on behalf of PDHA, ensuring timely resolution and replacement of faulty components.
- 3. Maintain a record of all warranty information and provide updates to PDHA as warranties expire or are renewed.

### **Chemicals:**

- 1. On-site storage of chemicals is strictly prohibited except as required to be on-site by a health and/or safety regulatory body.
- 2. Handling of pool and spa chemicals must comply with the guidelines set forth by the California Division of Occupational Safety and Health (Cal/OSHA) and other safety regulatory bodies.

### **General Contract Scope of Services:**

### Proposer shall:

- 1. Provide the necessary manpower and equipment to maintain the Properties, at the level of maintenance and service defined by the Authority, for a period of six (6) months commencing on January 1, 2025.
- 2. Be responsible for the maintenance program and repairs of the Authority Properties.
- 3. Maintain all pools, spas, and water features to meet applicable Riverside County Health Department standards and any other applicable governing entity.
- 4. Inspect and maintain records on all pools, water features and equipment.

(BB&K 2019)

- 5. Perform preventative maintenance on mechanical, electrical, and related equipment.
- 6. Provide appropriate equipment and labor for the execution of all maintenance activities.
- 7. The Authority reserves the right to inspect and/or approve any equipment used in this contract. If the Authority deems the equipment to be in disrepair or inappropriate to the task at hand, the Authority may require that the equipment be removed from the job site and replaced with a different piece of equipment.
- 8. Provide personnel fully trained and certified in all phases of pool and water feature maintenance and chemical acquisition activities for the Authority Properties.
- 9. Provide personnel capable of effective verbal communication with the Authority representatives. If the Authority deems personnel to be inadequate to accomplish the task at hand, the Authority may require that the personnel be removed from the job site and replaced with personnel demonstrating the appropriate level of job knowledge, skills, and verbal communication to effectively accomplish the Services.
- 10. Remove debris caused by all maintenance activities on the same working day that such debris is accumulated unless otherwise stated.
- 11. Perform preventive maintenance and repairs of all aspects of the Authority pool and water feature systems and ensures that repairs comply with applicable manufacturer's specifications and procedures.
- 12. Maintain filter systems, inspect filter's proper flow rates; perform water quality tests, inspect fixtures for leaks, condition of equipment; conduct periodic maintenance; log appropriate data and maintain documentation.
- 13. Maintain, adjust, repair chemical controllers to include calibration and standardization; automatic pool leveling equipment, including valves, floating weirs, and skimmer checks.
- 14. Be knowledgeable of principles, standard practices, methods, tools, materials, and techniques required and the ability to maintain repair commercial swimming pool filtration systems, chemical pumps & control systems, heathers and other related equipment and structures.
- 15. Firm must demonstrate they have the skills and capability necessary to understand methods and techniques of water sterilization, chlorination, and pH balancing; occupational hazards and standard safety practices.
- 16. Have the knowledge and skills necessary to safely use hazardous chemicals; maintain, repair and diagnose problems relating to the pools at the Properties.
- 17. Be able to manage multiple priorities, interpret blueprints, plans, schematic drawings and manuals to determine proper operating conditions for all pools and water features.
- 18. Furnish all pool chemicals related to daily operations of the Authority pool and water feature.

(BB&K 2019)

The repeated failure of any Firm to provide satisfactory service shall result in termination of Firm's contract for nonperformance. The Authority shall document failure to respond, and the Firm may not be permitted to participate in future contracts for these services.

(BB&K 2019)

#### **EXHIBIT "B"**

#### **SCHEDULE OF SERVICES**

## PALM DESERT HOUSING AUTHORITY REQUEST FOR VENDOR QUOTES POOL, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR

### ATTACHMENT "B" VENDOR QUOTE FORM

VENDOR NAME: VM POOL SERVICES & REPAIR

ADDRESS: 40395 Firenze Ct, Indio, CA 92203

EMAIL: v.m.pool@hotmail.com

PHONE: (760) 343-8616

The undersigned, hereby declare that they have carefully examined the location of the proposed work, familiarized themselves with the local conditions affecting the cost of the work, and have read and examined the terms and conditions for the following Project:

### Palm Desert Housing Authority Pool, Spa, and Water Feature Maintenance and Repair

The undersigned, hereby propose to furnish all labor, materials, equipment, tools, transportation, and services, and to discharge all duties and obligations necessary and required to perform and complete the Project in strict accordance with the Vendor Price Quote.

Property	Type of Feature	Cost (Monthly)	Cost (6-month)
CALIFORNIA VILLAS 77-107 California Drive	(1) Swimming Pool, (1) Spa	\$1,200.00	\$8,400.00
CANDLEWOOD 74000 Shadow Mountain Drive	(1) Swimming Pool, (1) Spa	\$1,200.00	\$8,400.00
CARLOS ORTEGA VILLAS 77-915 Avenue of the States	(1) Swimming Pool	\$750.00	\$4,500.00
CATALINA GARDENS 73-600A Catalina Way	(1) Swimming Pool	\$750.00	\$4,500.00
DESERT POINTE 43-805 Monterey Avenue	(1) Swimming Pool	\$750.00	\$4,500.00
LAGUNA PALMS 73875 Santa Rosa Way	(1) Swimming Pool	\$750.00	\$4,500.00
LAS SERENAS 73-315 Country Club Drive	(3) Swimming Pools, (1) Spa	\$1,050.00each \$3,150.00	\$18,900.00
NEIGHBORS 73-535 Santa Rosa Way	(1) Swimming Pool	\$750.00	\$4,500.00
ONE QUAIL PLACE 72-600 Fred Waring Drive	(4) Swimming Pools, (4) Spas (1) Water Feature	\$1,200.00each \$4,800.00	\$28,800.00

COST

#### PALM DESERT HOUSING AUTHORITY REQUEST FOR VENDOR QUOTES POOL, SPA, AND WATER FEATURE MAINTENANCE AND REPAIR

TAOS PALMS 44-830 Las Palmas Avenue	(1) Swimming Pool	\$750.00	\$4,500.00
THE PUEBLOS 73-695 Santa Rosa Way	(1) Swimming Pool	\$650.00	\$3,900.00

Total 6-Month Cost Proposal in Figures: \$ \$95,400.00

Total 6-Month Cost Proposal in Words: <u>Ninety Five Thousand, Four Hundred Dollars</u> In the event of a conflict between the numbers written in 'figures', the 'words' shall control.

#### EXTRA WORK AND/OR EMERGENCY COST PROPOSAL

Extra Work and/or Emergency Notifications are subject to PDHA authorization. Provide hourly costs associated with the types of services listed that are outside of the scope of daily maintenance:

SERVICE	COST (HOURLY)
Response to emergency call out within 2 hours of notification	\$110.00 Per Hour
Repairs	\$90.00 Per Hour
Extra work not pertaining to normal maintenance service.	\$90.00 Per hour
Other_New Plaster, New Tile, New Plumbing	\$150.00 Per hour / Each Person

Describe other extra work that should be included that is outside of routine maintenance:

SERVICE

Clean filter, plus parts as needed per job.	\$90.00 Per Filter
2. Remove concrete	\$6.00 Each Square feet
3. Install New Concrete	\$22.00 Each Square Feet
	****
Gunite or Gunite Repair	\$310.00 Yard
Gunite or Gunite Repair  I hereby declare under penalty of perjury that the foregoin	,
•	,

Contractor's License Number and Classification: 957537 (C61/035:Pool & Spa Maintenance & C53: Pool Contractor)

(BB&K 2019) Exhibit B-3

DIR Registration Number: 1000370072

**EXHIBIT "C"** 

**COMPENSATION** 

#### **EXHIBIT "D"**

#### FEDERAL REQUIREMENTS

**NOT APPLICABLE** 

# HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: February 12, 2025

PREPARED BY: Celina Cabrera, Senior Management Analyst

SUBJECT: REJECT PROPOSALS SUBMITTED FOR CAMERA PROCUREMENT,

INSTALLATION, AND OFF-SITE MONITORING SERVICE FOR

RESIDENTIAL PROPERTIES.

#### **RECOMMENDATION:**

Recommend to the Palm Desert Housing Authority Board to:

- 1. Reject all proposals submitted for Camera Procurement, Installation, and Off-Site Monitoring Service for Residential Properties.
- 2. Authorize staff to re-solicit a revised Request for Proposals (RFP) with a smaller-scale camera system and off-site monitoring scope.

#### **BACKGROUND/ANALYSIS:**

The Palm Desert Housing Authority previously utilized a Courtesy Patrol Service, which provided a combination of foot and vehicle patrols of the 15 Housing Authority properties ("Properties"). This service was established through a formal bid process in 2018, with the agreement expiring on September 24, 2024.

In March 2024, staff solicited a formal RFP for Courtesy Patrol services; however, the bids received were three times the previous annual contract cost. As a result, the Housing Commission and Housing Authority rejected all bids in September 2024 and directed staff to explore alternatives, including the procurement and installation of security cameras with off-site monitoring services.

A formal bid process for camera procurement and installation was initiated and advertised in The Desert Sun on October 9, 2024. Proposals were due November 12, 2024. Interested vendors were asked to determine and propose the number of cameras sufficient for each property. The five qualified proposals received are summarized below:

Proposer	Procurement and Installation Cost	Annual Off-Site Monitoring Cost
Am Tec Total Security	\$446,257.12	\$11,100.00
Best Alarm	\$1,130.304.60	\$144,972.00
Blue Violet	\$368,911.36	\$67,354.56
Desert Alarm	\$637,905.00	\$146,400.00
Foothill Lock and Key	\$2,450,197.40	\$53,550.00

The wide variation in costs indicates a need to refine the scope of services and provide specific details regarding equipment and service expectations in the solicitation. Reworking the RFP with these considerations will help ensure proposals are more consistent and cost effective.

#### **FINANCIAL IMPACT:**

This action has no direct fiscal impact other than the cost of staff time to prepare and reissue the RFP and the cost to advertise the solicitation in The Desert Sun. There is no impact to the general fund.

# HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: February 12, 2025

PREPARED BY: Cyndi Karp – FGA Regional Supervisor

SUBJECT: DECEMBER 2024 – MONTHLY LEASE REPORT

#### **RECOMMENDATION:**

1. Receive and File the December 2024 monthly lease report.

#### **BACKGROUND/ANALYSIS:**

Palm Desert Housing Authority Properties Monthly Report includes detailed financial and occupancy metrics. December 2024 is discussed here:

1. Monthly Occupancy Status: Summary of monthly occupancy. Includes new wait list applicants and recertification of current residents.

#### Monthly Occupancy Status - December 2024

	Multi-Family	Senior
Total Units	733	381
Occupied Units	713	369
Unoccupied Units	20	12
Pending Leases	11	7
Wait List Contacted	269	105
New Applications		
Qualified	124	28
Not Qualified	10	2
Recertification Packets	51	30

2. Monthly Occupancy and Average Rent Summary: Average Rent by Income Category

Monthly Occupancy and Average Rent Summary- December 2024 MULTI-FAMILY PROPERTIES								
Area Median Income	December	December	December	December 2023				
Category	2024	2024 Average	2023 Number	Average				
	Number of	Monthly Rent	of Units	Monthly Rent				
	Units	-						
Extremely Low 0-30%	199	\$321	174	\$317				
Very Low 31-50%	216	\$635	196	\$590				
Low 51-80%	202	\$1,092	213	\$1,011				
Moderate 81-120%	96	\$1,608	118	\$1,365				
Overall Average Rent	713	\$914	701	\$821				

Monthly Occupancy and Average Rent Summary- December 2024 SENIOR PROPERTIES								
Area Median Income	December	December	December	December 2023				
Category	2024 Number	2024 Average	2023 Number	Average				
	of Units	Monthly Rent	of Units	Monthly Rent				
Extremely Low 0-30%	140	\$322	119	\$313				
Very Low 31-50%	166	\$602	166	\$558				
Low 51-80%	52	\$977	65	\$928				
Moderate 81-120%	12	\$1,599	14	\$1,331				
Overall Average Rent	370	\$875	364	\$783				

3. Monthly Occupancy and Average Rent Statement: A breakdown of the Average Rent Summary Report, and overall occupancy calculation.

Overall Occupancy					
	December 2024	December 2023			
Multi- Family Properties	97%	97%			
Senior Properties	97%	97%			

4. Monthly Net Operating Income (NOI): Financial performance of the properties.

Net Operating Summary for December 2024					
Multi-Family Senior					
Total Revenue	\$573,161	\$214,355			
Total Expenses	\$420,785	\$213,764			
Net Operating Income	\$152,376	\$592			

FYTD Net Operating Income*  *Excludes Replacement and Capital Expenses and Corresponding Reimbursement, where applicable, since these are paid from reserve funds							
Multi-Family Senior							
Current Fiscal Year to Date 2025 NOI	\$1,179,239	\$217,618					
7/1/2024 to 12/31/2024							
Prior Year Full-Year NOI through 6/30/2024	\$1,942,199	\$467,542					

#### **ATTACHMENTS:**

- 1. Monthly Occupancy Status Report
- 2. Average Rent Summary
- 3. Average Rent Statement
- 4. Monthly Net Operating Statement

**REPORTING MONTH: December-24** 

REPORT DATE: 1/20/25

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c. Occupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf J. Number of Traf Laguna Palms a. Total Units in C. b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Traf j. Number of Traf Neighbors a. Total Units in C. b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf Number of Traf J. Num	•	2	2	2	4	2	2	3	5	4	2	4	3
d. Pending Leases e. Ending Occup f. Down Units g. Number of Wais h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf Laguna Palms a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Traf j. Number of Traf j. Number of Traf j. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wais h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf j. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	•	62	62	62	60	62	62	61	59	60	62	60	61
f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf j. Number of Traf Laguna Palms a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf Number of Traf Number of Traf Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units		0	1	1	2	1	1	2	4	3	0	1	1
f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf j. Number of Traf Laguna Palms a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf Number of Traf Number of Traf Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units	g Occupied & Pre-leased	62	63	63	62	63	63	63	63	63	62	61	62
g. Number of Waii h. Re-Cert Pkts Si i. Number of Traf j. Number of Traf Laguna Palms  a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Waii h. Re-Cert Pkts Si i. Number of Traf j. Number of Traf Neighbors  a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Traf Number of Traf Number of Traf Down Units g. Number of Waii h. Re-Cert Pkts Si i. Number of Waii h. Re-Cert Pkts Si i. Number of Traf J. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	-	1	1	1	1	1	1	1	1	1	1	1	1
h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf Laguna Palms a. Total Units in C. b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf j. Number of Traf Neighbors a. Total Units in C. b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf Down Units g. Number of Traf Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Un c. Occupied Units d. Pending Leases e. Ending Occup f. Down Units	er of Wait List Contactees	79	51	53	58	79	56	65	0	33	63	36	76
i. Number of Traf j. Number of Traf j. Number of Traf Laguna Palms  a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf Neighbors  a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf Occupied Units d. Pending Leases e. Ending Occup f. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	rt Pkts Sent Out During Month	4	5	5	2	5	4	3	53	3	2	5	5
j. Number of Traf  Laguna Palms  a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Traf j. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Traf j. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units d. Pending Lease: e. Ending Occup f. Down Units	·	22	24	17	22	31	28	20	18	23	25	11	23
a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Un c. Occupied Units d. Pending Lease: e. Ending Occup f. Down Units	er of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wait h. Re-Cert Pkts S i. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wait h. Re-Cert Pkts S i. Number of Traf Occupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	vi or riamo non quamos						, i						
b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf Occupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Traf j. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	Inits in Complex	48	48	48	48	48	48	48	48	48	48	48	48
c. Occupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	•	2	2	3	2	3	3	3	2	2	2	2	1
d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	·	46	46	46	46	45	45	45	46	46	46	46	47
e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units		1	2	1	1	3	1	2	2	2	2	2	1
f. Down Units g. Number of Wai h. Re-Cert Pkts Si i. Number of Traf j. Number of Traf j. Number of Traf Neighbors a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts Si i. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup	g Occupied & Pre-leased	47	48	47	47	48	46	47	48	48	48	48	48
g. Number of Wair h. Re-Cert Pkts Si i. Number of Traf j. Number of Traf Neighbors  a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wair h. Re-Cert Pkts Si i. Number of Traf j. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units		0	0	0	0	0	0	0	0	0	0	0	0
h. Re-Cert Pkts S i. Number of Traf j. Number of Traf Neighbors  a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units	er of Wait List Contactees	30	25	30	35	40	30	35	30	35	40	30	25
i. Number of Traf j. Number of Traf Neighbors  a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	rt Pkts Sent Out During Month	4	4	1	3	4	2	1	1	4	6	3	4
j. Number of Traf  Neighbors  a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units	· ·	35	40	30	30	35	30	40	30	34	40	38	16
Neighbors  a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units	er of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
a. Total Units in C b. Unoccupied Uni c. Occupied Units d. Pending Lease e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Uni c. Occupied Units d. Pending Lease e. Ending Occup f. Down Units	or or reality to the Qualified			<u> </u>		<u> </u>							
b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wais h. Re-Cert Pkts Si. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	Inits in Compley	24	24	24	24	24	24	24	24	24	24	24	24
c. Occupied Units d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Uni c. Occupied Units d. Pending Leases e. Ending Occup f. Down Units	•	1	2	0	0	2	2	1	0	0	0	0	0
d. Pending Leases e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S. i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units		23	22	24	24	22	22	23	24	24	24	24	24
e. Ending Occup f. Down Units g. Number of Wai h. Re-Cert Pkts S i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units		0	2	0	0	0	1	1	0	0	0	0	0
f. Down Units g. Number of Wai h. Re-Cert Pkts Si i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Lease: e. Ending Occup f. Down Units	g Occupied & Pre-leased	23	24	24	24	22	23	24	24	24	24	24	24
g. Number of Waii h. Re-Cert Pkts Si i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	-	0	0	0	0	0	0	0	0	0	0	0	0
h. Re-Cert Pkts S i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units	er of Wait List Contactees	54	26	0	0	56	49	0	0	0	0	0	0
i. Number of Traf j. Number of Traf One Quail Place a. Total Units in C b. Unoccupied Units d. Pending Leases e. Ending Occup f. Down Units		1	2	1	3	1	1	2	1	4	1	1	1
j. Number of Traf  One Quail Place  a. Total Units in C  b. Unoccupied Units  d. Pending Leases  e. Ending Occup  f. Down Units	<del>-</del>	11	8	11	16	23	111	23	15	16	11	6	9
One Quail Place  a. Total Units in C b. Unoccupied Units c. Occupied Units d. Pending Lease: e. Ending Occup f. Down Units		0	0	0	0	0	0	0	0	0	0	0	0
<ul> <li>a. Total Units in C</li> <li>b. Unoccupied Un</li> <li>c. Occupied Units</li> <li>d. Pending Leases</li> <li>e. Ending Occup</li> <li>f. Down Units</li> </ul>	or Tranic Non-Quaineu	0	0	0	0	0	0	0	0	0	0	0	0
<ul><li>b. Unoccupied Un</li><li>c. Occupied Units</li><li>d. Pending Leases</li><li>e. Ending Occup</li><li>f. Down Units</li></ul>	Inite in Compley	384	384	384	384	204	204	204	204	384	204	384	384
<ul><li>c. Occupied Units</li><li>d. Pending Leases</li><li>e. Ending Occup</li><li>f. Down Units</li></ul>	•					384	384	384	384		384		
<ul><li>d. Pending Leases</li><li>e. Ending Occup</li><li>f. Down Units</li></ul>	•	16	17	16	9	13	13	14	10	8 276	15	15	272
e. Ending Occup f. Down Units		368	367 6	368 9	375 2	371	371 8	370 9	374	376 7	369 9	369	373
f. Down Units	-	9 377							10			12	8 394
		377	373	377	377	374	379	379	384	383	378	381	381
g. Number of War		8	0	0	8	7	0	0	0	0	0	70	0
-	er of Wait List Contactees	81	180	210	198	82	85	195	135	239	80	70	68
	rt Pkts Sent Out During Month	30	34	23	28	24	36	23	20	24	30	21	28
	er of Traffic Qualified er of Traffic Non-Qualified	5	92	57 4	91 9	87 3	75 5	69 14	82 5	70 7	78 7	66	26 10

#### DECEMBER 2024 REPORT

"MUL	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	
Palm Villa	ge .												
a.	Total Units in Complex	36	36	36	36	36	36	36	36	36	36	36	36
b.	Unoccupied Units	1	0	0	1	1	1	1	0	0	0	1	1
C.	Occupied Units	35	36	36	35	35	35	35	36	36	36	35	35
d.	Pending Leases	1	0	0	0	0	1	1	0	0	0	0	0
e.	Ending Occupied & Pre-leased	36	36	36	35	35	36	36	36	36	36	35	35
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	20	25	10	25	30	35	25	15	20	25	0	25
h.	Re-Cert Pkts Sent Out During Month	2	2	2	1	4	2	2	3	3	2	3	3
i.	Number of Traffic Qualified	10	15	15	15	20	25	20	15	25	25	38	14
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Santa Ros	sa												
a.	Total Units in Complex	20	20	20	20	20	20	20	20	20	20	20	20
b.	Unoccupied Units	2	2	2	1	0	0	1	0	0	0	0	1
C.	Occupied Units	18	18	18	19	20	20	19	20	20	20	20	19
d.	Pending Leases	1	2	0	0	0	0	0	0	0	0	0	0
e.	Ending Occupied & Pre-leased	19	20	18	19	20	20	19	20	20	20	20	19
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	20	25	20	25	25	20	10	10	0	15	0	25
h.	Re-Cert Pkts Sent Out During Month	0	2	0	3	0	0	3	3	0	1	0	1
i.	Number of Traffic Qualified	10	10	10	15	20	15	20	15	20	24	38	14
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Taos Palm	ns												
a.	Total Units in Complex	16	16	16	16	16	16	16	16	16	16	16	16
b.	Unoccupied Units	1	2	2	2	2	2	0	0	0	0	0	0
C.	Occupied Units	15	14	14	14	14	14	16	16	16	16	16	16
d.	Pending Leases	0	0	1	0	0	1	0	0	0	0	0	0
e.	Ending Occupied & Pre-leased	15	14	15	14	14	15	16	16	16	16	16	16
f.	Down Units	1	0	0	0	1	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	39	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	3	1	0	2	0	0	2	1	0	1	0	0
i.	Number of Traffic Qualified	6	8	8	11	17	9	0	11	8	7	5	7
j.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0

SUMN	IARY												
MULT	I-FAMILY PROPERTIES	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
a.	Total Units in Complex	733	733	733	733	733	733	733	733	733	733	733	733
b.	Unoccupied Units	27	28	28	24	25	23	26	24	19	22	26	20
C.	Occupied Units	706	705	705	709	708	710	707	709	714	711	707	713
d.	Pending Leases	14	14	14	10	8	13	17	23	17	14	17	11
e.	Ending Occupied & Pre-leased	720	719	719	719	716	723	724	732	731	725	724	724
f.	Down Units	10	1	1	9	9	1	1	1	1	1	1	1
g.	Number of Wait List Contactees	294	352	363	371	366	305	355	230	347	253	156	269
h.	Re-Cert Pkts Sent Out During Month	50	63	45	56	54	49	49	98	55	56	43	51
i.	Number of Traffic Qualified	150	222	178	220	258	323	212	216	206	230	222	124
i	Number of Traffic Non-Qualified	5	2	4	a	3	5	1/1	5	7	7	2	10

REPORTING MONTH: December-24 REPORT DATE: 1/20/25

"SENI	IOR PROPERTIES"	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Candlewo	ood												
a.	Total Units in Complex	30	30	30	30	30	30	30	30	30	30	30	30
b.	Unoccupied Units	3	4	4	3	3	1	0	0	0	0	0	0
C.	Occupied Units	27	26	26	27	27	29	30	30	30	30	30	30
d.	Pending Leases	0	0	0	1	0	1	0	0	0	0	0	0
e.	Ending Occupied & Pre-leased	27	26	26	28	27	30	30	30	30	30	30	30
f.	Down Units	2	0	0	1	2	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	3	0	3	2	4	3	1	1	2	0	4	2
i.	Number of Traffic Qualified	0	0	0	0	0	0	0	0	0	0	0	0
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Carlos Or	tega												
a.	Total Units in Complex	73	73	73	73	73	73	73	73	73	73	73	73
b.	Unoccupied Units	1	2	2	2	1	1	1	1	1	0	0	0
C.	Occupied Units	72	71	71	71	72	72	72	72	72	73	73	73
d.	Pending Leases	0	0	1	1	1	1	1	1	1	0	0	0
e.	Ending Occupied & Pre-leased	72	71	72	72	73	73	73	73	73	73	73	73
f.	Down Units	1	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	28	40	16	16	20	20	30	30	20	7	0	0
h.	Re-Cert Pkts Sent Out During Month	9	9	7	6	11	12	11	5	4	3	3	10
i.	Number of Traffic Qualified	1	2	3	2	1	2	1	2	0	4	6	3
j.	Number of Traffic Non-Qualified	0	2	0	0	1	1	2	1	2	1	0	0
Catalina C													
a.	Total Units in Complex	72	72	72	72	72	72	72	72	72	72	72	72
b.	Unoccupied Units	6	5	5	4	5	3	3	3	2	3	3	7
C.	Occupied Units	66	67	67	68	67	69	69	69	70	69	69	65
d.	Pending Leases	2	0	1	0	5	2	0	1	0	1	2	5
e.	Ending Occupied & Pre-leased	68	67	68	68	72	71	69	70	70	70	71	70
t.		0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	95	72	86	96	105	110	80	78	80	90	130	80
h.	J	4	3	3	6	5	7	3	2	7	9	6	6
l.	Number of Traffic Qualified  Number of Traffic Non-Qualified	6	3 4	3	4	5 2	4	2	3	1	3	4	5 2
<u></u> -		0	4	4	2		3		3	<u> </u>	<u> </u>	4	
La Rocca	Total Units in Complex	27	27	27	27	27	27	27	27	27	27	27	27
a.	·	2	0	0	0	0	0	0	0	0	0	0	0
b.	Unoccupied Units Occupied Units	25	27	27	27	27	27	27	27	27	27	27	27
	Pending Leases	2	0	0	0	0	0	0	0	0	0	0	0
e.	- " - ' ' - ' '	27	27	27	27	27	27	27	27	27	27	27	27
	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
_	Re-Cert Pkts Sent Out During Month	1	1	4	3	1	3	1	1	0	3	2	2
	Number of Traffic Qualified	4	6	7	2	1	1	0	1	3	3	2	2
į.	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Las Seren													
	Total Units in Complex	150	150	150	150	150	150	150	150	150	150	150	150
b.	·	4	4	0	1	0	2	2	4	3	4	5	4
C.		146	146	150	150	150	148	148	146	147	146	145	146
d.	Pending Leases	2	0	0	0	0	1	1	2	3	1	4	2
e.	Ending Occupied & Pre-leased	148	146	150	150	150	149	149	148	150	147	149	148
f.	Down Units	2	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	98	68	35	0	0	60	24	15	23	30	30	25
	Re-Cert Pkts Sent Out During Month	11	5	5	8	13	18	15	11	19	9	14	9
			40			0.5	4						40
	Number of Traffic Qualified	36	46	51	49	25	4	34	34	25	51	33	18

#### DECEMBER 2024 REPORT

"SENI	"SENIOR PROPERTIES"		Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
Pueblos													
a.	Total Units in Complex	15	15	15	15	15	15	15	15	15	15	15	15
b.	Unoccupied Units	0	1	1	0	0	0	0	0	0	0	0	0
C.	Occupied Units	15	14	14	15	15	15	15	15	15	15	15	15
d.	Pending Leases	0	0	0	0	0	0	0	0	0	0	0	0
e.	Ending Occupied & Pre-leased	15	14	14	15	15	15	15	15	15	15	15	15
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	0	0	0	0	4	1	1	1	1	3	3	0
i.	Number of Traffic Qualified	0	0	0	0	0	0	0	0	0	0	0	0
<u>j.</u>	Number of Traffic Non-Qualified	0	0	0	0	0	0	0	0	0	0	0	0
Sage Cres	st Sr.												
a.	Total Units in Complex	14	14	14	14	14	14	14	14	14	14	14	14
b.	Unoccupied Units	0	1	1	0	1	1	1	1	1	1	1	1
C.	Occupied Units	14	13	13	13	13	13	13	13	13	13	13	13
d.	Pending Leases	0	0	0	0	1	1	1	0	0	1	1	0
e.	Ending Occupied & Pre-leased	14	13	13	13	14	14	14	13	13	14	14	13
f.	Down Units	0	0	0	0	0	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	0	0	0	0	0	0	0	0	0	0	0	0
h.	Re-Cert Pkts Sent Out During Month	0	0	0	2	1	1	1	1	3	2	2	1
i.	i. Number of Traffic Qualified		0	0	0	0	0	0	0	0	0	0	0
<u>j.</u>	j. Number of Traffic Non-Qualified		0	0	0	0	0	0	0	0	0	0	0

SUMN	IARY DR PROPERTIES	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24
a.	Total Units in Complex	381	381	381	381	381	381	381	381	381	381	381	381
b.	Unoccupied Units	16	17	13	10	10	8	7	9	7	8	9	12
C.	Occupied Units	365	364	368	371	371	373	374	372	374	373	372	369
d.	Pending Leases	6	0	2	2	7	6	3	4	4	3	7	7
e.	Ending Occupied & Pre-leased	371	364	370	373	378	379	377	376	378	376	379	376
f.	Down Units	5	0	0	1	2	0	0	0	0	0	0	0
g.	Number of Wait List Contactees	221	180	137	112	125	190	134	123	123	127	160	105
h.	Re-Cert Pkts Sent Out During Month	28	18	22	27	39	45	33	22	36	29	34	30
i.	Number of Traffic Qualified	43	57	64	57	32	11	38	39	30	62	45	28
j.	Number of Traffic Non-Qualified	6	6	4	2	3	4	4	4	3	4	4	2

12/01/2024 Page 2 of 2 MOS Senior 12.24

#### MONTHLY OCCUPANCY AND AVERAGE RENT SUMMARY DECEMBER 2024

	Multi-Family Complexe	es	
	No. of Units		Average Mo. Rent
Extremely Low 0-30%	199		321
<b>Very Low</b> 31-50%	216		635
<b>Low</b> 51-80%	202		1,092
<b>Moderate</b> 81%-120%	96		1,608
Total	713	*	914

	Senior Complexes	
	No. of Units	Average Mo. Rent
Extremely Low 0-30%	140	322
<b>Very Low</b> 31-50%	166	602
<b>Low</b> 51-80%	52	977
<b>Moderate</b> 81%-120%	12	1,599
Total	370	** 875

#### **HOUSEHOLD SIZE**

A B 51 0/					LITOLD GIZL	•		
AMI %	1		2			3	4	
	Ann. Income	Mo. Rent						
20%	13,650	284	15,600	325	17,550	366	19,500	406
25%	17,063	355	19,500	406	21,938	457	24,375	508
30%	21,550	511	24,600	513	27,700	577	31,200	650
35%	23,888	498	27,300	569	30,713	640	34,125	711
40%	27,300	569	31,200	650	35,100	731	39,000	813
45%	30,713	640	35,100	731	39,488	823	43,875	914
50%	35,900	748	41,000	854	46,100	960	51,250	1,068
55%	37,538	782	42,900	894	48,263	1,005	53,625	1,117
60%	40,950	853	46,800	975	52,650	1,097	58,500	1,219
65%	44,363	1,109	50,700	1,268	57,038	1,426	63,375	1,584
70%	47,775	1,194	54,600	1,365	61,425	1,536	68,250	1,706
75%	51,188	1,280	58,500	1,463	65,813	1,645	73,125	1,828
80%	57,400	1,435	65,600	1,640	73,800	1,845	82,000	2,050
85%	58,013	1,450	66,300	1,658	74,588	1,865	82,875	2,072
90%	61,425	1,536	70,200	1,755	78,975	1,974	87,750	2,194
95%	64,838	1,621	74,100	1,853	83,363	2,084	92,625	2,316
100%	68,250	1,706	78,000	1,950	87,750	2,194	97,500	2,438
105%	71,663	1,792	81,900	2,048	92,138	2,303	102,375	2,559
110%	75,075	1,877	85,800	2,145	96,525	2,413	107,250	2,681
115%	78,488	1,962	89,700	2,243	100,913	2,523	112,125	2,803
120%	81,900	2,048	93,600	2,340	105,300	2,633	117,000	2,925

Riverside County Income Eligibility as of 7/1/2024. Monthly rent is exclusive of Utility Allowance.

<sup>\*</sup> Including On-Site Management units, occupied units total

<sup>\*\*</sup> Including On-Site Management units, occupied units total

<sup>11</sup> 5

REPORTING MONTH: Dec-24

REPORT DATE: 1/20/2025

REPORTED BY: 1/20/2025 CYNDI KARP CALIFORNIA DESERT ONE QUAIL PALM VILLAGE LAGUNA PALMS **NEIGHBORS SANTA ROSA** TAOS PALMS "MULTI-FAMILY" VILLAS POINTE PLACE TOTALS 36 UNITS 48 UNITS 20 UNITS 16 UNITS 141 UNITS 384 UNITS 64 UNITS 24 UNITS 1. EXTREMELY LOW: 20% OF MEDIAN 229 230 241 a. Studio b. 1 BR, 1 BA 216 242 c. 2 BR, 1 BA d. 2 BR. 2 BA e. Totals 20% 2. EXTREMELY LOW: 21-25% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 21-25% 3. EXTREMELY LOW: 26-30% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA 391 430 d. 2 BR, 2 BA e. Totals 26-30% Total extremely low = Percent of total 30.43% 37.70% 26.27% 27.91% 25.00% 42.86% 4. VERY LOW: 31-35% OF MEDIAN 473 a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA 505 10 e. Totals 31-35% 5. VERY LOW: 36-40% OF MEDIAN a. Studiob. 1 BR, 1 BAc. 2 BR, 1 BA 23 12 601 597 587 575 d. 2 BR, 2 BA e. Totals 36-40% 6. VERY LOW: 41-45% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA 703 16 680 d. 2 BR, 2 BA e. Totals 41-45% 7. VERY LOW: 46-50% OF MEDIAN 739 772 a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 46-50% Total very low = 28.15% 30.29% 31.91% 34.78% Percent of total 25.00% 40.00% 57.89% 8 LOWER: 51-55% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 51-55% 9. LOWER: 56-60% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA 10 951 13 949 

e. Totals 56-60%

#### REPORT #1 - MONTHLY OCCUPANCY AND AVERAGE RENT STATEMENT DECEMBER 2024 REPORT

"MULTI-FAMILY"	CALIFORNIA VILLAS 141 UNITS	DESERT POINTE 64 UNITS	LAGUNA PALMS 48 UNITS	NEIGHBORS 24 UNITS	ONE QUAIL PLACE 384 UNITS	PALM VILLAGE 36 UNITS	SANTA ROSA 20 UNIIS	TAOS PALMS 16 UNIIS	TOTALS 733 UNITS
	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR	OCC AR
10. LOWER: 61-65% OF I	MEDIAN								
<ul> <li>a. Studio</li> </ul>									0 -
<ul><li>b. 1 BR, 1 BA</li></ul>	5 1,179		1 1,174		8 1,157				14 1,166
<ul><li>c. 2 BR, 1 BA</li></ul>			3 1,292		4 1,289		2 1,258		9 1,283
<ul><li>d. 2 BR, 2 BA</li></ul>				1 1,248	8 1,278				9 1,275
e. Totals 61-65%	5	0	4	1	20	0	2	0	32
11. LOWER: 66-70% OF I	MEDIAN								
a. Studio	VIEDIAN 								0 -
b. 1 BR. 1 BA	5 1,275				5 1,258				10 1,267
c. 2 BR, 1 BA	3 1,273		1 1.354		5 1,383			1 1,354	7 1,374
d. 2 BR, 2 BA			1 1,004	2 1,354	13 1,395			1 1,004	15 1,390
	-								
e. Totals 66-70%	5	0	1	2	23	0	0	1	32
12. LOWER: 71-75% OF I	MEDIAN								
<ul> <li>a. Studio</li> </ul>		2 1,192							2 1,192
<ul><li>b. 1 BR, 1 BA</li></ul>	1 1,390	1 1,360			2 1,349				4 1,362
<li>c. 2 BR, 1 BA</li>			2 1,461		2 1,480	1 1,499			5 1,476
<ul><li>d. 2 BR, 2 BA</li></ul>					7 1,516				7 1,516
e. Totals 71-75%	1	3	2	0	11	1	0	0	18
13. LOWER: 76-80% OF I	MEDIAN								
a. Studio	VIEDIAN I	1 1,213							1 1,213
a. Studio b. 1 BR, 1 BA	2 1,468	1 1,213			3 1,387				1 1,213 5 1,419
c. 2 BR, 1 BA	2 1,400		1 1,544		1 1,730		1 1,532		3 1,602
d. 2 BR, 2 BA			1 1,544		2 1,581		1 1,002		2 1,581
e. Totals 76-80%	2	1	11	0	6	0	1	0	11
Total lower =	31	11	16	88	120	5	4	7	202
· Percent of total	22.46%	18.03%	34.04%	33.33%	32.17%	14.29%	21.05%	43.75%	28.33%
44 MODEDATE: 04 4000	( OF MEDIAN								
14. MODERATE: 81-120%	6 OF MEDIAN	0 4044							0 4044
a. Studio	40 4 400	3 1,314	4 4 004		40 4.070				3 1,314
b. 1 BR, 1 BA	16 1,436 1 2,010	6 1,366 3 1,743	1 1,304 3 1,759		19 1,376 11 1,751	1 2,010	2 2,010	5 1,853	42 1,396 26 1,810
<ul><li>c. 2 BR, 1 BA</li><li>d. 2 BR, 2 BA</li></ul>	1 2,010	1 2,010	3 1,759	4 1,788	20 1,780	1 2,010	2 2,010	5 1,653	25 1,790
	47		4			4	0	-	
Total moderate =	17 12.32%	13 21.31%	8.51%	4 16.67%	50 13.40%	2.86%	10.53%	5 31.25%	96 13.46%
Percent of total	12.32%	21.31%	0.51%	10.01%	13.40%	∠.80%	10.03%	31.25%	13.40%
15. Total units occupied:	138	61	47	24	373	35	19	16	713
16. Occupancy rate =	98%	95%	98%	100%	97%	97%	95%	100%	97%

NOTE: For each project, to calculate average rent for a unit type at an income level, divide the total rental income of that unit type at that income level by the number of occupied units of that unit type at that income level.

e. Totals 56-60%

12/01/2024

REPORTING MONTH: Dec-24 REPORT DATE: REPORTED BY: CYNDI KARP 1/20/2025 CARLOS LA ROCCA SAGE CREST CANDLEWOOD CATALINA LAS SERENAS **PUEBLOS TOTALS** "SENIOR PROPERTIES" ORTEGA VILLAS **SR.** 14 UNITS 30 UNITS 72 UNITS 27 UNITS 150 UNITS 15 UNITS 381 UNITS 73 UNITS 1. EXTREMELY LOW: 20% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 20% 2. EXTREMELY LOW: 21-25% OF MEDIAN a. Studio b. 1 BR, 1 BA 307 303 4 c. 2 BR, 1 BA d. 2 BR. 2 BA e. Totals 21-25% 3. EXTREMELY LOW: 26-30% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 26-30% Total extremely low = 27.40% 53.85% 37.84% 46.67% 44.44% 33.56% 40.00% 28.57% 4. VERY LOW: 31-35% OF MEDIAN a. Studio b. 1 BR, 1 BA 620 c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 31-35% 5. VERY LOW: 36-40% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA 5 567 567 d. 2 BR, 2 BA e. Totals 36-40% 6. VERY LOW: 41-45% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA 692 d. 2 BR, 2 BA e. Totals 41-45% 7. VERY LOW: 46-50% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 46-50% Total very low = 43.33% 49.32% 33.85% 40.74% 46.58% 60.00% 50.00% · Percent of total 44.86% 8. LOWER: 51-55% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA e. Totals 51-55% 9. LOWER: 56-60% OF MEDIAN a. Studio b. 1 BR, 1 BA c. 2 BR, 1 BA d. 2 BR, 2 BA 

#### REPORT #1 - MONTHLY OCCUPANCY AND AVERAGE RENT STATEMENT DECEMBER 2024 REPORT

"SENIOR PROPERTIES"	CANDLEWOOD 30 UNITS	CARLOS ORTEGA 73 UNITS	CATALINA 72 UNITS	LA ROCCA VILLAS 27 UNITS	LAS SERENAS	PUEBLOS 15 UNITS	SAGE CREST SR. 14 UNITS	TOTALS 381 UNITS
	OCC AR	OCC AR	OCC AR	OCC AR				OCC AR
10. LOWER: 61-65% OF MEDIA	.N							
a. Studio								0 -
<ul><li>b. 1 BR, 1 BA</li></ul>		5 1,245		1 1,184	3 1,136		1 1,165	10 1,198
c. 2 BR, 1 BA								0 -
d. 2 BR, 2 BA								0 -
e. Totals 61-65%	0	5	0	1	3	0	1	10
11. LOWER: 66-70% OF MEDIA	N I							
a. Studio	i l							0 -
b. 1 BR, 1 BA					2 1,238			2 1,238
c. 2 BR, 1 BA					,			0 -
d. 2 BR, 2 BA								0 -
e. Totals 66-70%	0	0	0	0	2	0	0	2
12. LOWER: 71-75% OF MEDIA	N							
a. Studio	an 							0 -
b. 1 BR, 1 BA		2 1,431						2 1,431
c. 2 BR, 1 BA		2 1,101						0 -
d. 2 BR, 2 BA								0 -
e. Totals 71-75%	0	2	0	0	0	0	0	2
	ļ.							
13. LOWER: 76-80% OF MEDIA a. Studio	iN							
a. Studio b. 1 BR, 1 BA		1 1,398			1 1,505			0 - 2 1,452
c. 2 BR, 1 BA		1 1,580			1 1,532			1 1,532
d. 2 BR, 2 BA					1 1,552			0 -
·								
e. Totals 76-80%	0	1	0	0	2	0	0	3
Total lower =	1	16	7	2	23	0	3	52
Percent of total	3.33%	21.92%	10.77%	7.41%	15.75%	0.00%	21.43%	14.05%
14. MODERATE: 81-120% OF M	IEDIAN							
a. Studio			1 1,611					1 1,611
b. 1 BR, 1 BA	1 1,289			2 1,482	3 1,363			6 1,390
c. 2 BR, 1 BA	1 2,010	4 0.040			3 1,740			4 1,808
d. 2 BR, 2 BA		1 2,010						1 2,010
Total moderate =	2	1	1	2	6	0	0	12
Percent of total	6.67%	1.37%	1.54%	7.41%	4.11%	0.00%	0.00%	3.24%
15. Total units occupied:	30	73	65	27	146	15	14	370
16. Occupancy rate =	100%	100%	90%	100%	97%	100%	100%	97%

NOTE: For each project, to calculate average rent for a unit type at an income level, divide the total rental income of that unit type

at that income level by the number of occupied units of that unit type at that income level.

Occ Rate excluding properties under const/renov

97%

#### REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: Dec-24 "MULTI-FAMILY PROPERTIES" REPORTED BY: CYNDI KARP

 REPORTING MONTH:
 Dec-24

 REPORT DATE:
 1/20/2025

INCOME LEVEL	AVAII ABI E	CALIFORNIA VILLAS	DESERT POINTE	LAGUNA PALMS	NEIGHBORS	ONE QUAIL	PALM VILLAGE	SANTA ROSA	TAOS PALMS	MONTHLY TOTALS
OF OCCUPANT	AVAILABLE UNITS	141	64	48	24	384	VILLAGE 36	20	16	733
REVENUE										
EXTREMELY LOW: 20% Occupied units		10	5	3	1	21	5	1		46
Total rental income		2,470	1,080	464	232	5,053	1,088	220	-	10,607
Per occupied unit	> 0E0/	247	216	155	232	241	218	220		231
EXTREMELY LOW: 21% Occupied units	·> <u>25%</u>	21	16	5	1	51	5	1	-	100
Total rental income		6,769	4,630	<b>1,500</b>	<b>309</b> 309	15,920	<b>1,687</b>	<b>297</b> 297		<b>31,112</b> 311
Per occupied unit EXTREMELY LOW: 26%	> 30%	322	289	300	309	312		297		
Occupied units Total rental income		4,656	2 745	4 1,485	4 1,720	26 11,072	5 2,082		1 391	53 22,151
Per occupied unit		423	373	371	430	426	416		391	418
VERY LOW: 31%> 35% Occupied units		8	3	5	3	19	2	1	1	42
Total rental income		3,842	1,326	2,338	1,480	9,251	1,048	474	486	20,245
Per occupied unit VERY LOW: 36%> 40%		480	442	468	493	487	524	474	486	482
Occupied units		15	3	2	-	20	2	3	-	45
Total rental income  Per occupied unit		8,515 568	1,511 504	<b>1,111</b> 556		11,730 586	1,148 574	<b>1,711</b> 570		<b>25,726</b> 572
VERY LOW: 41%> 45%										
Occupied units Total rental income		9,001	6 3,406	2,578	2 1,352	32 21,474	5 3,361	2,682		67 43,854
Per occupied unit		643	568	645	676	671	672	671		655
VERY LOW: 46%> 50% Occupied units		11	2	4	1	34	5	3	2	62
Total rental income		8,283	1,278	2,843	826	26,828	3,720	2,184	1,480	47,442
Per occupied unit VERY LOW Up to 50%		753	639	711	826	789	744	728	740	765
Occupied units		90	37	27	12	203	29	13	4	415
Total rental income  Per occupied unit		43,536 484	13,976 378	12,319 456	<b>5,919</b> 493	101,328 499	14,134 487	<b>7,568</b> 582	<b>2,357</b> 589	201,137 485
LOWER: 51%> 55%		404	3/0	400	493	499	407	302	309	400
Occupied units Total rental income		6 4,786	5 3,671	2,484	2 1,742	29 24,656	2 1,768	-	1 841	48 39,948
Per occupied unit		798	734	828	871	850	884	-	841	832
LOWER: 56%> 60% Occupied units		12	2	5	3	31	2	1	5	61
Total rental income		10,644	1,714	4,519	2,821	28,807	1,886	951	4,713	56,055
Per occupied unit LOWER: 61%> 65%		887	857	904	940	929	943	951	943	919
Occupied units		5	-	4	1	20	-	2	-	32
Total rental income  Per occupied unit		5,897 1,179	-	<b>5,050</b> 1,263	<b>1,248</b> 1,248	<b>24,634</b> 1,232	-	2,516 1,258		<b>39,345</b> 1,230
LOWER: 66%> 70%		,		1,200	,	, i		1,200		
Occupied units Total rental income		5 6,376	-	1 1,354	2 2,708	23 31,339	-	-	1 1,354	32 43,131
Per occupied unit		1,275		1,354	1,354	1,363			1,354	1,348
LOWER: 71%> 75% Occupied units		1	3	2	_	11	1	_	_	18
Total rental income		1,390	3,744	2,922		16,267	1,499		-	25,822
Per occupied unit LOWER: 76%> 80%		1,390	1,248	1,461		1,479	1,499			1,435
Occupied units		2	1	1	-	6	-	1	-	11
Total rental income  Per occupied unit		2,936 1,468	1,213 1,213	1,544 1,544		<b>9,052</b> 1,509		1,532 1,532		<b>16,277</b> 1,480
LOWER: 51%> 80%		1,100	1,=10	.,		1,000		.,		1,144
Occupied units Total rental income		31 32,029	11	16	8	120 134,755	5	4 000	7	202
Per occupied unit		1,033	10,342 940	<b>17,873</b> 1,117	<b>8,519</b> 1,065	1,123	<b>5,153</b> 1,031	<b>4,999</b> 1,250	<b>6,908</b> 987	<b>220,578</b> 1,092
MODERATE: 81%> 1209	<u>%</u>									
Occupied units Total rental income		17 24,987	13 19,377	6,580	7,150	50 81,009	2,010	4,020	5 9,264	96 154,397
Per occupied unit		1,470	1,491	1,645	1,788	1,620	2,010	2,010	1,853	1,608
Summary Income:  Rent Roll Expected Income	me	100,552	43,695	36,772	21,588	317,092	21,297	16,587	18,529	576,112
Delinquent Income		(1,741)	(4,444)	(1,118)	(2,010)	7,978	(5,320)	(1,817)	(1,945)	(10,417)
Actual Rent Received Other Income:		98,811	39,251	35,654	19,578	325,070	15,977	14,770	16,584	565,695
Laundry		250	483	269	296	2,875	460	167	246	5,046
Other (Credit Report/Late Total Operating Income	e Fees)	281 <b>99,343</b>	255 <b>39,989</b>	150 <b>36,073</b>	125 <b>19,999</b>	1,210 <b>329,155</b>	75 <b>16,512</b>	150 <b>15,087</b>	174 <b>17,004</b>	2,420 <b>573,161</b>
Occupied Units		138	<b>39,969</b> 61	47	24	373	35	19,067	17,004	713
Income per occupied	unit	720	656	768	833	882	472	794	1,063	804
EXPENSES										
Operating Expenses: Payroll		32,066	15,226	13,247	4,983	107,981	8,379	3,348	3,943	189,173
•			, ,							

#### REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: _	Dec-24			" <u>MULTI-FA</u>	MILY PROPER	RTIES"	REPORTED	BY:	CYNDI KAR	P
REPORT DATE:	1/20/2025									
INCOME LEVEL OF OCCUPANT	AVAILABLE UNITS	CALIFORNIA VILLAS 141	DESERT POINTE 64	LAGUNA PALMS 48	NEIGHBORS 24	ONE QUAIL PLACE 384	PALM VILLAGE 36	SANTA ROSA 20	TAOS PALMS 16	MONTHLY TOTALS 733
Per occupied unit		232	250	282	208	289	239	176	246	265
Administrative		12,589	4,215	2,766	1,321	22,950	1,662	916	1,352	47,771
Per occupied unit		91	69	59	55	62	47	48	84	67
Advertising/Promotion		-	-	-	-	-	-	-	-	-
Per occupied unit		-	-	-	-	-	-	-	-	-
Contract Services		5,754	3,063	2,466	1,884	21,037	1,124	944	827	37,099
Per occupied unit		42	50	52	78	56	32	50	52	52
Utility Services		12,514	6,687	6,151	2,109	43,626	4,610	1,571	2,039	79,307
Per occupied unit		91	110	131	88	117	132	83	127	111
Maintenance		13,018	1,690	2,972	739	35,630	1,336	702	739	56,824
Per occupied unit		94	28	63	31	96	38	37	46	80
Replacement expense		5,542	-	601	-	2,473	-	1,995	-	10,611
Per occupied unit		40	-	13	-	7	-	105	-	15
Capital expense		-	-	-	-	-	-	-	-	-
Per occupied unit		-	-	-	-	-	-	-	-	-
Total Operating Expens	ses	81,483	30,880	28,203	11,036	233,696	17,111	9,476	8,899	420,785
Per occupied unit		590	506	600	460	627	489	499	556	590
Summary Revenue and Exp	<u>oenses</u>									
Total Operating Income Total Operating Expense	s	99,343 81,483	39,989 30,880	36,073 28,203	19,999 11,036	329,155 233,696	16,512 17,111	15,087 9,476	17,004 8,899	573,161 420,785
Monthly Net Operating Inc	come	17,860	9,108	7,870	8,963	95,458	(599)	5,611	8,105	152,376
Per occupied unit		129	149	167	373	256	(17)	295	507	214
FYTD Net Operating Incom	ne*	186,194	52,108	36,888	47,670	753,493	27,081	39,016	36,789	1,179,239
Previous Fiscal Year NO	I (6/30/2024)*	297,200	112,539	62,592	30,825	1,275,759	97,026	45,323	20,935	1,942,199

<sup>\*</sup> For comparison purposes, Net Operating Income YTD excludes all capital expenditures and corresponding reimbursement, as those are typically paid from replacement reserve funds and/or bond funds at this time (not PDHA revenue).

#### REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH: \_\_\_\_\_ Dec-24 \_\_\_\_ "SENIOR PROPERTIES" REPORTED BY: CYNDI KARP

**REPORT DATE**: 1/20/2025

REPORT DATE:	1/20/2025									
		CANDLEWOOD	CARLOS	CATALINA	LA ROCCA	LAS	PUEBLOS	SAGECREST		
INCOME LEVEL	AVAILABLE		ORTEGA	GARDENS	VILLAS	SERENAS	4.5	SR.	TOTALS	
OF OCCUPANT	UNITS	30	73	72	27	150	15	14	381	
REVENUE										
EXTREMELY LOW: 20%										
Occupied units		2	3	8	3	10	-	_	26	
Total rental income		422	996	1,556	789	2,152			5,915	
Per occupied unit		211	332	194	263	215			227	
EXTREMELY LOW: 21%	<u>-&gt; 25%</u>									
Occupied units		7	8	18	5	23	3	1	65	
Total rental income		2,051	3,152	4,736	1,769	6,617	888	291	19,504	
Per occupied unit	000/	293	394	263	354	288	296	291	300	
EXTREMELY LOW: 26%	<u>-&gt; 30%</u>	_	•			40			40	
Occupied units		5	9	9	4 700	16	3	3	49	
Total rental income  Per occupied unit		1,882 376	<b>4,371</b> 486	<b>3,139</b> 349	1,780 445	6,1 <b>24</b> 383	1,129 376	1,184 395	19,609 400	
VERY LOW: 31%> 35%		3/0	400	349	443	303	3/0	395	400	
Occupied units		3	6	7	5	18	4	3	46	
Total rental income		1,310	3,393	3,008	2,548	8,359	1,780	1,380	21,778	
Per occupied unit		437	566	430	510	464	445	460	473	
VERY LOW: 36%> 40%		101	000	100	0.0			100		
Occupied units		4	7	3	2	22	1	1	40	
Total rental income		2,124	4,457	1,413	1,190	11,905	544	547	22,180	
Per occupied unit		531	637	471	595	541	544	547	554	
VERY LOW: 41%> 45%										
Occupied units		2	8	11	2	19	3	1	46	
Total rental income		1,222	5,914	6,346	1,328	12,133	1,853	606	29,402	
Per occupied unit		611	739	577	664	639	618	606	639	
VERY LOW: 46%> 50%										
Occupied units		4	15	1	2	9	1	2	34	
Total rental income		2,905	12,560	656	1,464	6,767	748	1,425	26,525	
Per occupied unit		726	837	656	732	752	748	713	780	
VERY LOW: Up to 50%										
Occupied units		27	56	57	23	117	15	11	306	
Total rental income		11,916	34,843	20,854	10,868	54,057	6,942	5,433	144,913	
Per occupied unit		441	622	366	473	462	463	494	474	
LOWER: 51%> 55%			•						00	
Occupied units		1	5 000	3	1	9	-	-	20	
Total rental income		785	5,280	2,113	821	7,133	-		16,132	
Per occupied unit		785	880	704	821	793			807	
LOWER: 56%> 60% Occupied units			2	4	_	7		2	15	
Total rental income		-	1,890	4 3,198	-	6,075	-	1,744	12,907	
Per occupied unit			945	800	-	868		872	860	
LOWER: 61%> 65%			943	800		000		012	800	
Occupied units		_	5	_	1	3	_	1	10	
Total rental income		_	6,223		1,184	3,408		1,165	11,980	
Per occupied unit			1,245		1,184	1,136		1,165	1,198	
LOWER: 66%> 70%			.,		.,	.,		.,	.,	
Occupied units		_		-	-	2	-	_	2	
Total rental income						2,476			2,476	
Per occupied unit						1,238			1,238	
LOWER: 71%> 75%										
Occupied units		-	2	-	-	-	-	-	2	
Total rental income			2,861		-	-			2,861	
Per occupied unit			1,431						1,431	
LOWER: 76%> 80%										
Occupied units		-	1	-	-	2	-	-	3	
Total rental income			1,398			3,037			4,435	
Per occupied unit			1,398			1,519			1,478	
LOWER: 51%> 80%										
Occupied units		1	16	7	2	23	-	3	52	
Total rental income		785	17,652	5,311	2,005	22,129	-	2,909	50,791	
Per occupied unit		785	1,103	759	1,003	962		970	977	
MODERATE: 81%> 120°	%									
Occupied units	<del></del>	2	1	1	2	6	_	_	12	
Total rental income		3,299	2,010	1,611	2,964	9,309			19,193	
Per occupied unit		1,650	2,010	1,611	1,482	1,552			1,599	
•						'			· · · · · · · · · · · · · · · · · · ·	

#### REPORT #2 - MONTHLY NET OPERATING INCOME STATEMENT:

REPORTING MONTH:	Dec-24	_	"SENIOR P	ROPERTIES"	REPO	RTED BY:	CYNDI KARP	
REPORT DATE: 1/2	0/2025	_						
INCOME LEVEL AVAIL OF OCCUPANT UNI		ORTEGA	CATALINA GARDENS 72	LA ROCCA VILLAS 27	LAS SERENAS 150	PUEBLOS 15	SAGECREST SR. 14	MONTHLY TOTALS 381
Summary Income: Rent Roll Expected Income Delinquent Income Actual Rent Received Other Income:	16,000 (982) 15,018	54,505 (1,229) 53,276	27,776 (1,403) 26,373	15,837 (452) 15,385	85,495 2,890 88,385	6,942 - 6,942	8,342 (38) 8,304	214,897 (1,214) 213,683
Laundry Other (Credit Report/Late Fees) Total operating income	25 15,043	53,276	100 <b>26,473</b>	1 - 15,386	404 142 <b>88,931</b>	- - 6,942	- - 8,304	406 267 <b>214,355</b>
Occupied Units Income per occupied unit	30 501	<b>73</b> 730	<b>65</b> 407	<b>27</b> 570	<b>146</b> 609	<b>15</b> 463	<b>14</b> 593	<b>370</b> 579
EXPENSES Operating Expenses:								
Payroll	7,604	24,308	18,015	8,174	23,547	4,402	3,186	89,236
Per occupied unit	253	333	277	303	161	293	228	241
Administrative	1,485	4,580	4,752	1,564	9,739	743	1,419	24,281
Per occupied unit	50	63	73	58	67	50	101	66
Advertising/promotion	-	214	-	-	148	-	-	362
Per occupied unit	-	3	-	-	1	-	-	1
Contract services	509	3,099	2,860	1,674	3,939	686	987	13,754
Per occupied unit	17	42	44	62	27	46	70	37
Utility services	4,097	8,885	6,186	38,490	11,399	1,202	1,172	71,432
Per occupied unit	137	122	95	1,426	78	80	84	193
Maintenance	1,393	3,375	3,105	-	(1,403)	1,042	748	8,260
Per occupied unit	46	46	48	-	(10)	69	53	22
Replacement expense	-	40	1,788	-	3,715	895	-	6,439
Per occupied unit	-	1	28	-	25	60	-	17
Capital expense	-	-	-	-	-	-	-	-
Per occupied unit	-	-	-	-	-	-	-	-
Total Operating Expenses	15,088	44,502	36,706	49,902	51,085	8,970	7,511	213,764
Per occupied unit Summary Revenue and Expenses	503	610	565	1,848	350	598	537	578
Total Operating Income Total Operating Expenses	15,043 15,088	53,276 44,502	26,473 36,706	15,386 49,902	88,931 51,085	6,942 8,970	8,304 7,511	214,355 213,764
Monthly Net Operating Income	(45)	151,515	(10,233)	(34,515)	37,846	(2,028)	793	592
Per occupied unit	(1)		(157)	(1,278)	259	(135)	<u> </u>	2
FYTD Net Operating Income*	3,186	90,705	(32,728)	(40,362)	206,747	(8,477)	(1,453)	217,618
Previous Fiscal Year NOI (6/30/202	(30,763)	156,040	(102,677)	(47,400)	490,379	(1,760)	3,722	467,542

<sup>\*</sup> For comparison purposes, Net Operating Income YTD excludes all capital expenditures and corresponding reimbursement, as those are typically paid from replacement reserve funds and/or bond funds at this time (not PDHA revenue)

# HOUSING COMMISSION PALM DESERT HOUSING AUTHORITY STAFF REPORT

MEETING DATE: February 12, 2025

PREPARED BY: Cyndi Karp – FGA Regional Supervisor

SUBJECT: DECEMBER 2024 AND JANUARY 2025 RESIDENT ACTIVITIES AT

PALM DESERT HOUSING AUTHORITY (PDHA) PROPERTIES

#### **RECOMMENDATION:**

Receive and File December 2024 and January 2025 Resident Activities report.

#### **BACKGROUND/ANALYSIS:**

December 2024 and January 2025 Resident Activities held at these PDHA Properties: Las Serenas and California Villas.

#### **FINANCIAL IMPACT:**

Funding used for the resident activities comes out of the Resident Activities budget for each respective property.

#### **ATTACHMENTS:**

1. Resident Activities for December 2024 and January 2025 Presentation



### California Villas: Coffee & Donuts













#### **HOUSING COMMISSION**

	Year	2025	2024	2024	2024	2024	2024	2024	2024	2024	2024	2024	<b>Total Absences</b>	
	Month	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar		
	Day	8	11	13	9	11	-	-	12	8	10	13	Unexcused	Excused
Bauer, Kathleen		Р	Р	Р	Р	Р	-	-	Е	Р	Р	Р	0	1
Buller, Jan		Р	Р	Р	Р	Р	-	-	Р	Ε	Р	Р	0	1
Docken, Olivia		Р	Р	Р	Р	Р	-	-	Р	Р	Р	Р	1	0
Firestine, Andrew		Р	Р	Е	Р	Р	-	-					0	1
Moore, Dominic		Е	Р	Р	Р	Р	-	-	Р	Р	Р	Р	0	1
Morrison, Melody		Р	Р	Р	Р	Р	-	-	Р	Р	Р	Р	0	0
Siddiq, Franchon-M	1arie	Р	Р	P	Р	Р	-	-	Р	Р	E	Р	0	1

#### Palm Desert Municipal Code 2.34.010

**Monthly:** Three unexcused absences from regular meeting in any twelve-month period shall constitute an automatic resignation of members holding office on boards that meet monthly.

Please contact the Recording Secretary to discuss any attendance concerns.

- Present
- **P** Remote
- A Absent
- E Excused
- No Meeting

Resigned/Not Yet Appointed