



***Town Centre Manor***  
**RELOCATION PLAN**

**PREPARED FOR:**

Housing Authority of the County of San Diego  
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# INTRODUCTION

The Housing Authority of the County of San Diego (“HACSD”) has authorized the preparation of a Relocation Plan to be undertaken in connection with planning for the proposed rehabilitation of a public housing site, Town Centre Manor, located at 434 F Street, Chula Vista, CA 91910 (Project site). HACSD plans to rehabilitate 59 units of senior/disabled housing, consisting of 52 one-bedroom units, six one-bedroom accessible units, and one two-bedroom unit designated as the Resident Manager’s unit (Project).

The scope of work for the renovation is anticipated to include upgrading the fire sprinkler system, rebuilding stairwells, upgrading elevator controls, creating an ADA accessible pathway from the parking lot to the building, upgrading electrical systems, replacing the main water heater and storage tank, adding GFCI outlets in units, and replacing the building’s fire alarm. Additional cosmetic work may be added to the scope but is unknown at this time.

The Project consists of 59 total units including one manager’s unit. The Property is currently receiving subsidy through the Low-Income Public Housing (LIPH) program through the US Department of Housing and Urban Development (HUD). There will be no loss of units and bedroom counts will remain the same post-renovations. Rents will not change due to the renovation and will continue to be based on household income.

The property will undergo both exterior and interior renovations. HACSD’s planned scope of work will require the all Project tenants to completely vacate the Property and temporarily relocate off-site during renovations.

HACSD anticipates utilizing their general funds to complete the renovations. The Relocation Plan and the relocation program described within meet the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), HUD Handbook 1378, 24 Code of Federal Regulations, Part 42, California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

TranSystems Corporation, doing business as Overland, Pacific and Cutler, LLC (“TranSystems”), an experienced relocation consulting firm, has been retained to prepare this Relocation Plan (“Plan”) in compliance with regulatory and statutory requirements, to evaluate the present circumstances of affected tenants, identify the temporary housing requirements of the tenants, and to describe HACSD’s temporary relocation plan and available resources.

As of the date of this Plan, 59 households will require temporary relocation during renovations of their units. The needs and characteristics of the Project residents and HACSD’s program to provide assistance to each affected person are general subjects of this Plan.

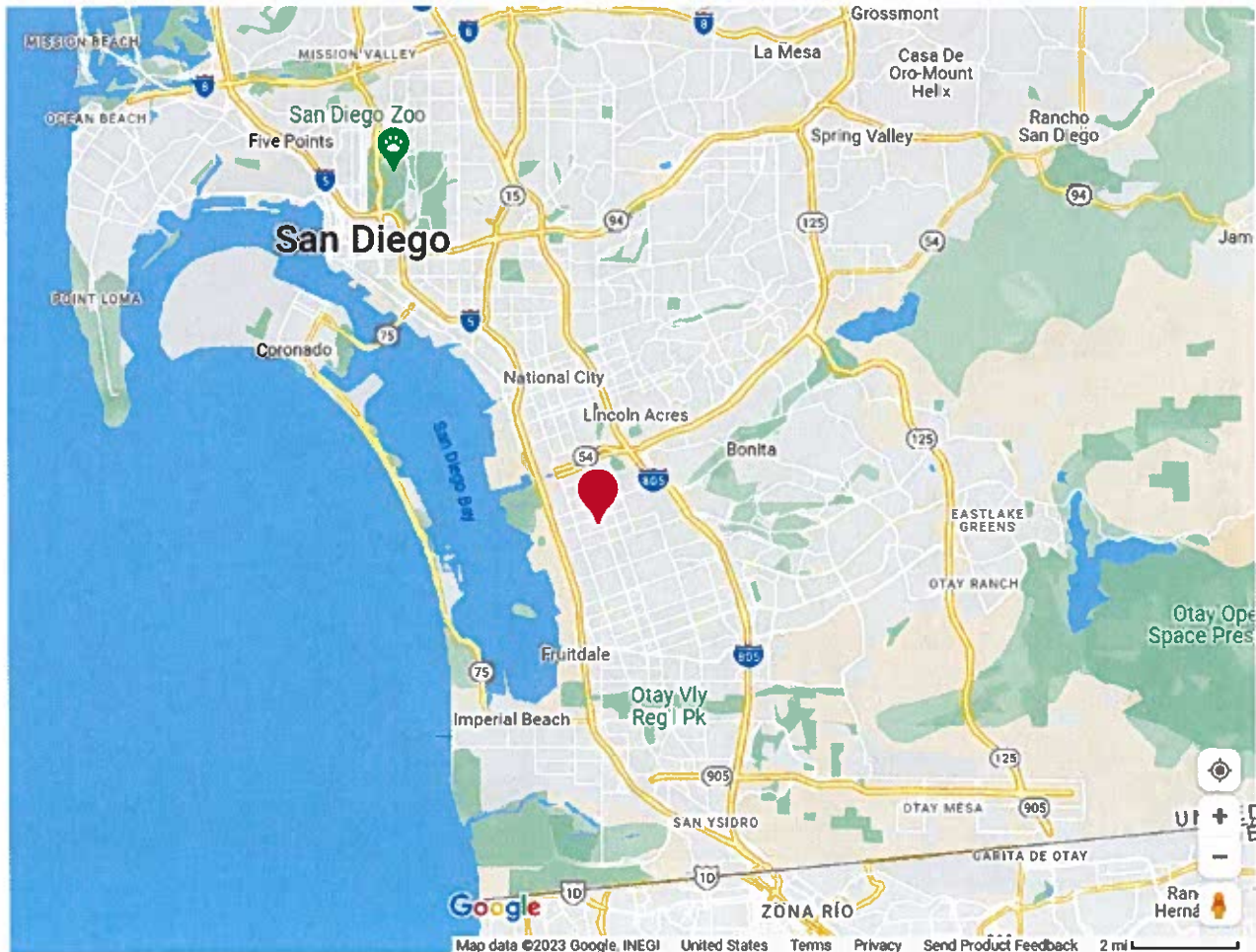
This Plan is organized in five sections:

1. Project description (**SECTION I**);
2. Assessment of the relocation needs of persons subject to temporary displacement (**SECTION II**);
3. Assessment of available temporary housing for the Project residents (**SECTION III**);
4. Description of HACSD's relocation program (**SECTION IV**);
5. Description of HACSD's Project timeline and budget (**SECTION V**).

# I. PROJECT DESCRIPTION

## A. REGIONAL LOCATION

The Project is located in the City of Chula Vista within San Diego County, approximately 8 miles southeast of San Diego. The Project site is immediately accessible from Interstate 5 and is located near the interchanges of Interstate 5, State Highway 54, and Interstate 805 (*Figure 1: Regional Project Location*).



**Figure 1: Regional Project Location**

## B. PROJECT SITE LOCATION AND DESCRIPTION

The Project site is located at 434 F Street, Chula Vista, CA 91910 and its general boundaries include F Street, 4<sup>th</sup> Avenue, G Street, and 5<sup>th</sup> Avenue. The Project site contains one three-story residential building with an elevator with laundry facilities, a property management office, and a community room on a one-acre site. As of the date of this Plan, 57 units are occupied, and two units are vacant (*Figure 2: Project Site and Figure 3: Site Photo*).

The neighborhood surrounding the Project site includes a variety of residential and commercial uses, including both single-family and multifamily residences, civic buildings, and a variety of



stores and restaurants along 4<sup>th</sup> Avenue. Nearby points of interest include Chula Vista City Hall, Chula Vista Public Library Civic Center Branch, Friendship Park, Chula Vista Recreation Center, Memorial Park, and Garden Farms Market. Multiple bus stops are located within a 0.5-mile radius and nearby stops are served by MTS routes 701, 704, and 929.



**Figure 2: Project site**



*Figure 3: Site photo*

## **II. ASSESSMENT OF RELOCATION NEEDS**

### **A. SURVEY METHOD**

To obtain information necessary for the preparation of this Plan, data on the Project households was provided to TranSystems by HACSD in October 2023. Closer to the time of construction, individual interviews with the Project tenants will be conducted to collect information about the household current circumstances, special needs related to temporary relocation and an assessment of personal property to be temporarily relocated.

### **B. OCCUPANT DATA**

#### **1. Current Occupants**

As of the date of this Plan, there are 59 units to be rehabbed for the Project, 57 of which are occupied. The tenant households consist of one to two individuals in one-bedroom units for a total of 64 individuals. There are no children 17 years or younger living at the Property.

#### **2. Income**

Income information was provided for all households by HACSD in October 2023. Of the 56 tenant households (excluding the on-site manager), 54 households qualify as Extremely Low Income (below 30% AMI), one household qualifies as Very Low Income (below 50% AMI) and one household qualifies as Low Income (below 80% AMI). All households are anticipated to either qualify to return to the Property or qualify for a Section 8 HCV to relocate permanently off-site on a voluntary basis. There will be no economic displacements as a result of this Project.

#### **3. Language**

There are multiple languages spoken by households at the Property. English is the primary language for 33 households. Other languages spoken at the site include Spanish (13 households), Portuguese (1 household), Chinese (1 household), and Italian (1 household). All verbal communication and required written notices will be provided in the language understood by the tenant or an interpreter will be provided, if necessary.

#### **4. Senior/Disabled Households**

With the exception of the on-site manager, all households have at least one household member that is a senior (62 years or older) or Disabled. There are 49 Project residents who are 62 years old or older and 36 residents who are considered Disabled. The exact nature of the disabilities is unknown at this time. However, appropriate steps will be taken to accommodate mobility challenges and to provide suitable temporary housing on a first floor or with access to an elevator and an ADA compliant unit when necessary. In addition, senior and disabled tenants will receive extra assistance to make sure their units are move-ready, to move them to the temporary accommodations and to accommodate any other special needs they may have.

#### **5. Temporary Housing Needs**

Current plans are to move all Project households temporarily to off-site housing during the renovations of their units. The households will be relocated to hotel rooms at an extended stay



hotel, or Airbnb or corporate-leased apartments may be utilized if available, due to the longer-term nature of the project and lack of extended-stay hotels near the Project site.

In addition to temporary relocation, all households in good standing will be given the option to accept a Section 8 Housing Choice Voucher (HCV) and relocate permanently from the Property. All permanent relocations will be voluntary, and households that relocate permanently will not return to the Property following the renovation.

### **III. RELOCATION RESOURCES**

#### **A. TEMPORARY HOUSING AVAILABILITY**

HACSD's planned rehabilitation and scope of work for the unit upgrades will require all households to temporarily relocate off-site for approximately six months. All households will need to relocate at the same time.

Residents will be provided with temporary accommodations in hotels with kitchenettes, short-term rental units, or corporate-leased apartments. A market survey was conducted to identify available hotels with full kitchenettes, short-term rentals, and apartments that will accept a corporate lease within a proximity of the Project site. Three hotels with kitchens with nightly rates between \$228 - \$452 were found within 10 miles of the Project site. Room types include rooms with one or two beds in studios and suites with additional sofa-beds. All accommodations were verified to have full kitchenettes available. All of the hotels have ADA and accessible rooms and offer free WiFi. The majority of the hotels allow pets for an additional fee and provide on-site laundry facilities.

Five properties that accept corporate leases were identified within 15 miles of the project site. Rents at these properties range from \$3,360-\$4,530 a month. All properties identified were located in San Diego rather than Chula Vista, and therefore extended stay hotels are still likely to be a more realistic option.

Short term rentals were also investigated through Airbnb. Forty one- and two-bedroom units were identified in Chula Vista and nearby communities including Imperial Beach, La Mesa, San Diego, and El Cajon. Rents range from \$2,040 to \$4,275 per month.

The closest hotels to the Project site are not considered extended stay hotels and do not have full kitchens. Six hotels were identified within 2 miles of the Project site with nightly rates ranging from \$73-\$108 per night. These hotels would provide the closest proximity to the Project site, but if used, households would also need to be provided with a per diem payment for meals. The GSA rate for meals and incidentals for the San Diego area is \$74 per person per day.

Replacement housing will be secured 3-4 weeks in advance of a household's move out date. HACSD's goal is to keep the residents as close as possible to their current neighborhood, but most of the options for temporary housing are not located in the immediate area. Transportation would be provided to residents (as needed) to the temporary accommodations and back to their Project unit, and additional transportation assistance may need to be coordinated due to the anticipated distance between the Project site and the temporary housing options. All temporary housing will be inspected to assure it is decent, safe and sanitary and meets the needs of the residents.

All tenants will continue to pay their rent and utilities to HACSD for the tenants' current units, and HACSD will pay the full housing cost of the temporary units. After rehabilitation has been completed, tenants will move back to their original units.

HACSD understands that if the tenants are required to be out of a Project unit for more than one year, permanent relocation benefits must be offered to them under federal and state relocation regulations with no reduction for temporary relocation benefits previously paid.

## **B. VOLUNTARY PERMANENT RELOCATION OPTION**

Households will be given the option to accept a Section 8 voucher (HCV) and relocate permanently from the Property on a voluntary basis. These households will be given permanent relocation assistance in accordance with the URA and state regulations and will not return to the Property following the renovation.

A market search for one-bedroom units that accept Section 8 vouchers within Chula Vista and the surrounding area was conducted in October 2023. The market study identified 16 one-bedroom apartments that accept Section 8. Results of the apartment search are provided in **Table 6** below. Results of the apartment search are provided in **Table 1** below.

<b>TABLE 1: Available Section 8 Apartment Units</b>				
<b>Bedroom Size</b>	<b>Number</b>	<b>Low</b>	<b>High</b>	<b>Median</b>
<b>1 BR</b>	16	\$1,011	\$2,202	\$1,688

In the case of optional permanent relocations Section 8 units, the tenants' rent will be recalculated and paid at those properties, but will still be based on their household income. Rents are capped at 30% of household income for public housing and 30%-40% of household income for Section 8. In the event that a resident accepts Section 8 and will be paying 31-40% of their income toward rent and utilities, they will be eligible for a Rental Assistance Payment to cover this differential in their rent payments for 42 months.

Units being rented with a Section 8 voucher will be required to pass a Housing Quality Standard (HQS) Inspection prior to occupancy to ensure that the unit is decent, safe, and sanitary and meets all accessibility requirements for the household.

In the event a household accepts permanent relocation but fails to lease an apartment, the household would revert back to being a temporary relocation household and would be temporarily relocated with the other Project households. If the household's voucher expires without being used, that household would return to the Property following the renovation after being temporarily relocated for the construction period.

## **IV. THE RELOCATION PROGRAM**

HACSD's Relocation Program is designed to be responsive to unique Project circumstances, emphasize maintaining personal contact with all affected individuals, and consistently apply all criteria to formulate eligibility and benefit determinations and conform to all applicable requirements. HACSD will provide tenants the assistance, rights and benefits required under the standards and provisions set forth in the URA, State law and regulations and all other applicable regulations and requirements. The relocation program will provide both advisory and financial assistance. Every effort will be made to facilitate relocation arrangements and minimize hardships for the tenants.

HACSD will retain TranSystems to oversee the Relocation Program. The Relocation Program will be carried out in accordance with HACSD's Statement of Work which is included in this Plan in **Exhibit A**.

The relocation program consists of two principal constituents: advisory assistance and financial assistance (Relocation Benefits).

### **A. ADVISORY ASSISTANCE**

Advisory assistance services are intended to inform the tenants about HACSD's relocation program, help in the process of securing appropriate temporary replacement accommodations, facilitate claims processing, maintain a communication link with HACSD and coordinate the involvement of outside service providers.

To follow through on the advisory assistance component of the relocation program and assure that HACSD meet their obligations under the law, relocation staff will perform the following functions:

1. Distribute appropriate written information concerning HACSD's relocation program;
2. Inform the eligible households of the nature of, and procedures for, obtaining available relocation benefits;
3. Determine the needs of each household eligible for assistance (including interviews with the persons to be temporarily displaced wherein they may indicate special accommodation requests and/or special needs related to temporary relocation);
4. Provide tenants with access to available decent safe and sanitary temporary housing within a reasonable time prior to the moves;
5. Provide transportation to the tenants and their personal property, if necessary, to the temporary accommodations;
6. Inspect temporary housing to assure it meets decent, safe and sanitary standards as described in the URA;
7. Assist eligible occupants in the preparation and submission of relocation assistance claims, if applicable;

8. Provide additional reasonable services necessary to successfully temporarily relocate occupants, or assist them in relocating permanently with a voucher;
9. Make benefit determinations and payments in accordance with applicable law and HACSD's adopted relocation guidelines;
10. Provide each household with a minimum of 30 days written notice to temporarily vacate, or 90 days written notice to relocate if the household elects to accept a voucher;
11. Inform all tenants of HACSD's policies in writing and verbally with regard to eviction and property management;
12. Establish and maintain a formal grievance procedure for use by temporarily displaced persons seeking administrative review of HACSD's decisions with respect to relocation assistance; and
13. Provide assistance that does not result in different or separate treatment based on or due to an individual's sex, marital status, race, color, religion, ancestry, national origin, disability, sexual orientation, and domestic partnership status.

Adequate written and verbal notice and access to affordable decent, safe and sanitary housing will be provided with all requests made to tenants to temporarily vacate. Personal contact via phone, text, email, mail and in person, as applicable, will be maintained with all households during the temporary relocation process.

## **B. RELOCATION BENEFITS**

Specific eligibility requirements and benefit plans will be detailed on an individual basis with all residents. In the course of the interview and follow-up visits, each household will be counseled as to available options and the consequences of any choice with respect to financial assistance.

HACSD pledges to appropriate special care for households requiring additional assistance in the event of unforeseen circumstances. Temporary relocation assistance information and counseling will be provided in the primary language of the displaced occupants in writing and verbally, to ensure that all residents obtain a complete understanding of the rehabilitation program and eligible accommodations and services provided. Addition translation services will be provided upon request.

Residents' furniture and personal property will be moved to secure off-site storage by a professional moving company while residents are in temporary accommodations, or moved to the permanent replacement unit if households voluntary move out using a voucher. The moving company will carry insurance that meets the requirements of HACSD outlined in **Exhibit B**. Packing and unpacking services will also be offered and provided to all residents at no cost to the residents, if requested. If a household elects to opt out of the packing/unpacking option, packing materials will be provided to residents 2-4 weeks prior to move out days. For temporary relocations, the moving company will return the furniture and personal property to the residents' units when renovations have been completed.



If residents receive services or are normally transported to off-site facilities during the days they will be in temporary housing, arrangements will be made to continue the services and/or transportation of the resident to and from the temporary housing. The residents will bring clothing, personal items, toiletries, medications, etc. for the stay in the hotel. (Dishes and cookware will be packed and transported for them as well, if the temporary unit is lacking these items.)

Any reasonable and necessary out-of-pocket costs associated with the temporary moves will be paid by HACSD, including, but not limited to, utility transfer fees, security deposits, transportation to pick up prescription medication, hotels/motels and other temporary housing relocation sites, per diem rate for meals, moving and storage costs, other move-in costs and incidental expenses incurred during relocation period and other items and expenses deemed necessary and reasonable by the County.

A resident will continue to pay their portion of the rent and utilities to HACSD for the resident's current unit, and the full housing cost of the temporary unit will be paid for by HACSD. After rehabilitation has been completed, temporarily relocated residents will move back to their original unit on the Project site. Residents who elect to relocate permanently using a voucher will not return to the Project site.

Residents will be given at least 30 days' written notice to vacate into temporary housing, and 90 days' notice if they elect to accept a voucher and relocate permanently. Advisory services will be provided throughout the relocation process. Relocation staff will provide all required relocation assistance to the households who will be temporarily displaced at the time rehabilitation is initiated.

HACSD will pay for the hotel and the selected moving/storage company to pack/unpack and move/store the tenants' personal property. Therefore, no tenant should incur any out-of-pocket costs associated with the temporary relocation.

### **C. GENERAL INFORMATION ON PAYMENT OF RELOCATION BENEFITS**

Claims and supporting documentation for relocation benefits should be submitted prior to the expense being incurred so that the third-party can be paid directly. TranSystems, or HACSD, as required, will contract directly with third-party vendors to provide moving and housing assistance, so that no households will be required to pay any costs toward their move.

If any additional incidental costs are anticipated, the procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

- 1) Tenants(s) will provide all necessary documentation to substantiate eligibility for assistance;
- 2) Assistance amounts will be determined in accordance with the provisions of the applicable relocation law and guidelines;
- 3) Required claim forms will be prepared by relocation personnel and reviewed with tenants. Signed claims and supporting documentation will be submitted by relocation personnel to HACSD;
- 4) HACSD will review all claims for payment and determine whether to approve, deny, or seek additional information;

- 5) TranSystems will issue checks directly to third-party vendors once approved by HACSD, and be reimbursed by HACSD for all relocation expenses, following submission and approval of invoices and other required documentation to substantiate the request;
- 6) All correspondence, back-up documentation, claims, receipts of payment and notices will be maintained in the relocation case file.

#### **D. PROGRAM ASSURANCES AND STANDARDS**

Adequate funds are available to temporarily relocate the households. Relocation assistance services will be provided to ensure that displacement does not result in different or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, the Unruh Act, Title VIII of the Civil Rights Act of 1968, as well as any other arbitrary or unlawful discrimination.

#### **E. LAST RESORT HOUSING**

There will be no involuntary permanent displacements. There is adequate temporary housing to accommodate the Project residents. Households will be given the option to permanently relocate on a voluntary basis with a Section 8 voucher. The use of vouchers will either eliminate the need for Rental Assistance Payments, or any required payments will be well below the statutory limit of \$7,200 under the URA. Therefore, housing of last resort will not be required.

#### **F. RELOCATION TAX CONSEQUENCES**

In general, relocation payments are not considered income for the purpose of Division 2 of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986 (Title 26, U. S. Code), or for the purpose of determining the eligibility or the extent of eligibility of any person for assistance under the Social Security Act (42 U. S. Code 301 et seq.) or the Personal Income Tax Law, Part 10 (commencing with Section 17001) of the Revenue and Taxation Code, or the Bank and Corporation Tax Law, Part II (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. The above statement on tax consequences is not intended as tax advice by HACSD or TranSystems. Tenants are responsible for consulting with their own tax advisors concerning the tax consequences of relocation payments.

#### **G. GRIEVANCE PROCEDURES**

HACSD's Relocation Appeals process will be consistent with the provisions within the URA. The right to appeal shall be described in all relocation explanatory material distributed to tenants via mail or in-person visits.

Tenants will have the right to ask for a relocation informal conference or Informal Hearing review when they believe themselves aggrieved by a determination as to eligibility, payment amounts, and the failure to provide comparable temporary housing or HACSD's property management practices.

Requests for relocation informal conference reviews and Informal Hearings will be directed to

HACSD's Public Housing Analyst within seven business days. Upon receipt of the written request, an informal conference meeting will be scheduled with the resident, relocation staff, HACSD Public Housing Analyst, and property manager if applicable, within five business days. If the informal conference cannot occur within five business days, then the complainant shall be promptly notified of the time and place of the conference. Residents may be represented at the meeting by a person of their choice and at their own expense. Interpreters will be provided upon request. A written review of the grievance will be issued by the HACSD staff within 10 business days following the meeting. The written notice will include the name, date of the informal conference description of the grievance, and the process for submitting a request for an Informal Hearing.

If an appellant disagrees with informal conference decision, the appellant will be entitled to file a written request for an Informal Hearing before an impartial and independent hearing officer. The resident will have 14 days from the receipt of the written decision by HACSD staff to request an Informal Hearing. The Informal Hearing process will be conducted in accordance with the Informal Hearing and Grievance Procedures outlined in HACSD's Admissions and Continued Occupancy Policy (ACOP). HACSD will provide interpretation services for appeals hearings, if requested by the household. Materials presented by the resident and all other pertinent information will be considered by the Hearing Officer making the decision.

If the resident is dissatisfied with the determination of the Informal Hearing, further redress can be sought through the courts. Appeals regarding relocation can only be based on a dispute about the level of relocation assistance and not on the requirement to vacate the unit. If a resident is uncooperative and refusing to vacate the unit by the time allotted, HACSD may pursue eviction action per its standard eviction procedure.

More detail concerning the appeals process will be provided upon request. Appellants will retain their appeal rights for up to 18 months following the date of displacement from the Project premises or receipt of final payment for relocation benefits, whichever is later.

## **H. IMMIGRATION STATUS**

Federal legislation (PL105-117) prohibits the payment of relocation assistance benefits under the Uniform Act to any alien not lawfully present in the United States unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child, any of whom is a citizen, or an alien admitted for permanent residence. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by HACSD to negatively affect the alien's spouse, parent or child. However, HACSD will authorize the payment of relocation assistance benefits to any otherwise eligible tenants from non-federally authorized reimbursable funds. Additionally, payments are anticipated to be issued directly to third-party vendors and not directly to households.

In order to track and account for relocation assistance and benefit payments, relocation staff will be required to seek immigration status information from each tenant aged 18 years or older by having them certify as to their legal status.

## **V. ADMINISTRATIVE PROVISIONS**

### **A. NOTICES**

Each notice, which HACSD is required to provide to a Project occupant, shall be personally delivered or sent by certified or registered first-class mail, return receipt requested and documented in the case file. Each notice will be written in plain, understandable language.

Persons who are unable to read and understand any notice will be provided with appropriate translation and counseling. At a minimum, all notices will be available in English and Spanish. Each notice will indicate the name and telephone number of a person who may be contacted for answers to questions or other needed help.

There are three principal notices:

- 1) General Information Notice
- 2) Notice of Non-Displacement
- 3) Notice to Vacate

The General Information Notice (GIN) is intended to provide potential tenants with a general written description of HACSD's relocation program and basic information concerning benefits, conditions of eligibility, noticing requirements and appeal rights (**Exhibit C**). The GIN is issued as early as is feasible in the initial stages of a Project, preferably, the planning stage. GINs will be issued to all tenants in late 2023 with proof of service.

A Notice of Non-Displacement (NOND) will be distributed to each tenant household (**Exhibit D**). The NOND to the household contains a determination of eligibility to remain in a Project unit post-rehab. The notice also describes the benefits for which the household to be temporarily displaced is eligible. The NOND will be issued to the households once the Project is approved and funding is in place.

No resident will be asked to temporarily move without having received at least 30 days advance written notice of the earliest date by which the temporary move will be necessary, or to permanently move without 90 days advance written notice of the date by which they must vacate the site. The Temporary Relocation Notice or Vacate Notice will state a specific date by which the occupants are required to move and will provide the address of the available temporary unit for the household (**Exhibit E**).

In addition to the three principal notices, Housing Authority staff will issue a timely written notification in the form of a Reminder Notice, which discusses the possible loss of rights and sets the expiration date for the loss of benefits to those persons who:

- 1) are eligible for monetary benefits,
- 2) have moved from the property, and
- 3) have not filed a claim for benefits.

## **B. PRIVACY OF RECORDS**

All information obtained from tenants is considered confidential and will not be shared without the consent of the tenant or HACSD. Housing Authority staff will comply with regulations concerning the safeguarding of relocation files and their contents.

## **C. EVICTION POLICY**

1. Eviction may cause the forfeiture of a tenant's right to relocation assistance or benefits. Relocation records will be documented to reflect the specific circumstances surrounding any eviction action.
2. Eviction may be undertaken for one, or more of the following reasons:
  - (a) Failure to pay rent, except in those cases where the failure to pay is due to HACSD's failure to keep the premises in habitable condition; is the result of harassment or retaliatory action; or, is the result of discontinuation, or a substantial interruption of services beyond the control of the HACSD
  - (b) Performance of a dangerous, and/or illegal act in the unit by tenant; tenant's guest(s) and/or invitee(s) or any combination thereof;
  - (c) A material breach of the rental agreement, and failure upon notification to correct said breach within 30 days of Notice;
  - (d) Maintenance of a nuisance, and failure to abate such nuisance upon notification within a reasonable time following Notice;
  - (e) Failure to accept temporary accommodations and temporarily vacate the unit when requested; or
  - (f) A requirement under State, or local law or emergency circumstances that cannot be prevented by reasonable efforts on the part of HACSD.

## **D. RESIDENT PARTICIPATION**

HACSD plans to hold a group resident meeting or multiple meetings to give residents information on the construction plans, timeline and temporary relocation process.

As the Project moves forward, HACSD will observe the following protocol:

1. Provide affected tenants with full and timely access to documents relevant to the relocation program;
2. Encourage meaningful participation in monitoring the relocation assistance program; and
3. Provide technical assistance necessary to interpret elements of the relocation program and other pertinent materials.

## **E. PROJECTED DATE OF DISPLACEMENT**

Construction on the site is expected to begin on April 1, 2024. It is anticipated that 30-Day Notices to Temporarily Vacate will be issued in January 2024 with tenant moves to begin in **February 2024**. Construction is expected to be completed in August 2024.



## **F. ESTIMATED RELOCATION COSTS**

The total budget estimate for relocation-related payments to tenants and vendors for this Project is **\$4,999,089.00**. The estimated costs include TranSystems' relocation assistance fees, off-site temporary housing costs and per diem payments, moving and storage fees, administrative fees, transport costs, pet fees, other incidentals, and miscellaneous expenses.

The estimated relocation budget does not include any payments related to construction costs.

If the Project is implemented, and circumstances arise that should change either the number of residential occupants, or the nature of their activity, HACSD will authorize any additional funds that may need to be appropriated. HACSD pledges to appropriate, on a timely basis, the funds necessary to ensure the successful completion of the Project

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**EXHIBIT A**

**STATEMENT OF WORK**

COUNTY CONTRACT NUMBER 569546  
AGREEMENT WITH TRANSYSTEMS CORPORATION  
FOR TEMPORARY RELOCATION SERVICES  
EXHIBIT A – STATEMENT OF WORK

**1. SCOPE OF WORK/PURPOSE**

Contractor shall provide temporary relocation services for households residing at Towncentre Manor, which is a Public Housing Development operated by the Housing Authority of the County of San Diego (HACSD) in the city of Chula Vista. All services shall be carried out in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 24 CFR 970, U.S. Department of Housing and Urban Development (HUD) Policy and Guidance and any other applicable Federal, State, and local laws. Information about the URA and HUD regulations can be found in the links below:

- [Policy and Guidance | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)
- [CPD Handbook 1378.0 | HUD.gov / U.S. Department of Housing and Urban Development \(HUD\)](#)
- <https://www.govinfo.gov/content/pkg/FR-2005-01-04/pdf/05-6.pdf>

**2. BACKGROUND INFORMATION**

- 2.1. The Housing Authority of the County of San Diego (HACSD) is a Public Housing Authority that owns and operates 121 affordable rent, federally regulated Public Housing units in the County of San Diego. One of the Public Housing Developments is Towncentre Manor, located at 432-438 F Street, Chula Vista, CA, 91910. Towncentre Manor consists of fifty-nine (59) units dedicated to seniors and disabled individuals, which now requires major repairs.

Towncentre Manor consists of fifty-nine (59) households, with a total of sixty-four (64) residents. It is estimated that the required repairs may take approximately 4-6 months to complete, subject to change due to actual construction scheduling and completion. This renovation project requires the existing households in Towncentre Manor be completely moved out to off-site relocation units temporarily during the renovation project. All households must be completely moved out of their unit prior to the start of construction. Temporary relocation period of households in Towncentre Manor may take up to six (6) months (relocation period). The relocation period is subject to change and may be extended at County's discretion.

The County is coordinating and covering the cost of the move for the households who will be relocated from Towncentre Manor to temporary off-site location(s) during the relocation period. Due to the renovation project, households may need a secured space to store their furniture and personal property belongs. The furniture and personal belongings from the households will be moved to temporary storage spaces where it will be held until it is moved back to Towncentre Manor at the completion of the renovation.

- 2.2. *Live Well San Diego*: The County of San Diego, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all households be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of households and supporting healthy choices. Living Safely seeks to ensure households are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which households can enjoy the highest quality of life.

The [Top 10 Live Well San Diego Indicators](#) define what it means to live well in San Diego. The indicators are divided under five Areas of Influence that are essential for overall well-being: Health, Knowledge, Standard of Living, Community and Social. Measured across the lifespan among all households, the *Live Well San Diego* Indicators capture the collective impact of programs, services and interventions provided by government and community partners striving to improve quality of life so that all San Diego County households can be healthy, safe, and thriving.

Information about *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:

- [http://www.sdcountry.ca.gov/hhsa/programs/sd/live\\_well\\_san\\_diego/index.html](http://www.sdcountry.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html)
- <http://www.LiveWellSD.org>

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- 2.3. ***Trauma-Informed System:*** HHSA is committed to becoming a Trauma-Informed System as part of its effort to build a better service delivery system. All programs operated and supported by HHSA shall be part of a Trauma-Informed System, which includes providing trauma-informed services and maintaining a trauma-informed workforce. It is an approach for engaging individuals – staff, clients, partners, and the community – and recognizing that trauma and chronic stress influence coping strategies and behavior. Trauma-informed systems and services minimize the risk of re-traumatizing individuals and/or families, and promote safety, self-care, and resiliency.

***Trauma-Informed Principles include:***

- Understanding trauma and its impact to individuals.
- Promoting safety.
- Awareness of cultural, historical, disability, and gender issues, and ensuring competence and responsiveness.
- Supporting consumer empowerment, control, choice, and independence.
- Sharing power and governance (e.g. including clients and staff at all levels in the development and review of policies and procedures);
- Demonstrating trustworthiness and transparency.
- Integrating services along the continuum of care;
- Believing that establishing safe, authentic, and positive relationships can be healing;
- Understanding that wellness is possible for everyone.

**3. GOALS AND OBJECTIVES**

- 3.1. **Goals:** Contractor shall provide services described herein to accomplish the following goals:

- 3.1.1. Contractor shall provide temporary relocation services for the households of Towncentre Manor in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA), U.S Department of Housing and Urban Development (HUD) Policy and Guidance and any other applicable Federal, State and local laws. Relocation services shall include the Contractor identifying and securing appropriate safe and sanitary temporary housing units.
- 3.1.2. Contractor shall provide moving and storage services for Towncentre Manor households' furniture and personal property belongings during the relocation period.

- 3.2. **Objectives:** Contractor shall achieve the following outcome objectives:

- 3.2.1. Contractor shall assist up to 59 households in relocating to temporary alternate living spaces prior to building renovations.
- 3.2.2. Contractor shall assist up to 59 households in returning them to their units at Towncentre Manor upon completion of building renovations, where applicable.
- 3.2.3. Contractor shall ensure temporary relocation services including moving and storage services for households of Towncentre Manor are in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies (URA), U.S Department of Housing and Urban Development (HUD) Policy and Guidance and any other applicable Federal, State and local laws.

**4. FOCUS POPULATION AND GEOGRAPHIC AREA**

- 4.1. **Focus Population:** Contractor shall provide the services described herein to the Housing Authority of the County of San Diego (HACSD) and its households living at Towncentre Manor located at 432-438 F Street, Chula Vista, CA 91910. Towncentre Manor is a Public Housing Development consisting of fifty-nine (59) one-bedroom units dedicated to senior/disabled individuals. Towncentre Manor consists of fifty-nine (59) households, with a total of sixty-four (64) residents

- 4.2. **Geographic Area:** South region of the County of San Diego.

**5. GENERAL REQUIREMENTS**

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**5.1. Program Management**

- 5.1.1. Contractor shall provide an organizational chart identifying key personnel and reporting relationships within thirty (30) calendar days of the start of the contract term. Contractor shall notify Contracting Officer's Representative (COR) within seventy-two (72) hours when there is change key management and direct services personnel funded by this contract.
- 5.1.2. Contractor shall provide services with no interruption due to staffing changes and/or vacancies

**5.2. Coordination Meetings**

- 5.2.1. Contractor shall attend coordination meetings with County staff, and other designated persons, for refining schedules, procedures, and resources.
  - 5.2.1.1. Contractor shall coordinate and collaborate with the Construction Manager at Risk (CMAR) and Project Team throughout the preconstruction planning phase and continue coordination during the construction phase of the project. Contractor shall participate in Project Team Meetings as needed.
  - 5.2.1.2. Contractor shall facilitate a kick-off meeting with the Project Team to discuss the relocation process, timeline and initiate gathering all pertinent information and documentation.
- 5.2.2. During the relocation period Contractor will be required to attend meetings with the County to answer questions and to coordinate.

**5.3. Compensation**

- 5.3.1. Contractor shall submit invoices for services performed based on Exhibit C Pricing Schedule with supporting documentation.
- 5.3.2. Contractor shall provide a monthly invoice showing line items for all storage and activity costs. The invoice shall include:
  - 5.3.2.1. Detailed list of all transactions for each resident household
  - 5.3.2.2. Summary page listing totals for each resident household
  - 5.3.2.3. Total monthly cost for each resident household
- 5.3.3. Contractor shall maintain invoices and receipts for all transportation costs. Invoices and receipts for reimbursement shall include but are not limited to the following:
  - 5.3.3.1. Resident Name
  - 5.3.3.2. Date of Service
  - 5.3.3.3. Location of pickup
  - 5.3.3.4. Location of drop off
  - 5.3.3.5. Distance traveled
  - 5.3.3.6. Cost per mile (if applicable)
  - 5.3.3.7. Total cost
- 5.3.4. Contractor shall submit a detailed invoice monthly, by the tenth (10th) day of each month.
- 5.3.5. Contractor shall utilize the invoice form template provided by the County.
- 5.3.6. Contractor shall prepare and submit reports in the form and manner prescribed by the County.

**5.4. Culturally and Linguistically Appropriate Services**

- 5.4.1. Contractor shall provide culturally and linguistically appropriate services that are respectful and responsive to the beliefs, practices, and needs of each household served. Contractor shall ensure staff



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are able to communicate verbally to the service population and utilize tools, trainings, and written material to ensure all households enrolled receive high quality care and achieve good outcomes.

**5.5. Discrimination**

- 5.5.1. Contractor shall not discriminate based on ethnic group identification, race, color, national origin, creed, religion, age, gender identity, sexual orientation, physical or mental disability, political affiliation, or marital status.

**5.6. Bilingual Services**

- 5.6.1. Contractor shall provide bilingual services for households as needed in their primary language to ensure effective communication.
- 5.6.2. Contractor shall identify a process to determine bilingual proficiency of staff.
- 5.6.3. Contractor shall utilize interpreter services for all interactions as needed when staff do not have the capability to speak a participant's language (including American Sign Language), including arranging for these services prior to planned counseling sessions.

**5.7. Flexible Funds**

- 5.7.1. Flexible funds are to support Towncentre Manor households with wraparound services to assist households transition during the relocation period. Wraparound services may include incidental expenses listed in Section 6.9.3, but are not limited to utility transfer fees, security deposits, transportation to pick up prescription medication, hotels/motels and other temporary housing relocation sites, per diem rate for meals, moving and storage costs, other move-in costs and incidental expenses incurred during relocation period and other items and expenses deemed necessary and reasonable by the County.
- 5.7.2. Contractor shall ensure available flexible funds are appropriately utilized for this program within County guidelines.
- 5.7.3. Contractor must make payments directly to third parties (e.g. landlords, utility companies, hotel/motels, moving companies, storage companies, etc.). Payments shall not be provided directly to households. No cash shall be provided.
- 5.7.4. Pre-Approval: Individual or cumulative payments of \$1500.00 USD or more to any one vendor or service provider must be pre-approved by the COR.
- 5.7.5. Contractor Oversight/ Monitoring: Contractors shall have adequate internal controls and procedures in place to mitigate misappropriation of flexible funds. At a minimum:
- 5.7.5.1. A pre-approved written policy for management of the flexible funds. The policy shall include clear and consistent procedures for requesting, approving, dispensing, and tracking the appropriate use and handling of these funds. Contractor shall submit its written policy to the County for approval on within thirty (30) days of contract execution and prior to any revision.
- 5.7.5.2. Documentation: Contractor shall maintain flexible funds expenditure records in Microsoft Excel spreadsheet. The records shall include type of services provided or items purchased, cost, purpose of the expenditure, date of expenditure, vendor's name and the name of households that were direct recipients of Flexible Funds. All documentation shall be available for review by the County.
- 5.7.6. Contractor shall comply and provide supporting documentation for all flexible fund expenses on monthly invoices. Purchase receipts (itemized), tracking logs, COR pre-approvals and internal policies shall be retained and made available for COR review and inspection at any time.

**5.8. Administrative Fee: Contractor may charge one flat administrative fee per month for management/administrative costs and operation costs to perform services described in Exhibit A, Statement of Work.**

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- 5.8.1. Management/administrative duties may include not limited to:
  - 5.8.1.1. Managing resident move out and move in requests
  - 5.8.1.2. Manager services for households while temporarily relocated
  - 5.8.1.3. Coordinating with CMAR
  - 5.8.1.4. Coordinating with movers
  - 5.8.1.5. Coordinating storage facilities
  - 5.8.1.6. Tracking and monitoring households
  - 5.8.1.7. Providing weekly status reports for resident.
- 5.8.2. Documentation: Contractor shall monitor/track expenditures and activities to ensure compliance with the terms of this contract. Administrative costs must be identified and labeled clearly.
  - 5.8.2.1. Contractor shall comply and provide supporting documentation for all administrative cost expenses.

**5.9. Subcontracting**

- 5.9.1. Contractor may utilize subcontractors to provide staffing and direct services to achieve the objectives of the program. This may be achieved through subcontracting with organizations to ensure services are provided Countywide. Services provided by subcontractors shall enhance and optimize the Temporary Relocation services.
- 5.9.2. All subcontracts shall include the Standard Terms and Conditions that are required of Contractor. Contractor shall provide a copy of the Temporary Relocation Services contract to the subcontractor(s).
- 5.9.3. Contractor shall provide the COR with signed copies of all subcontract agreement(s) relating to this Temporary Relocation Services program contract, regardless of value, within thirty (30) calendar days after the start date of the subcontract/consultant agreement.
- 5.9.4. Contractor shall have adequate internal controls and written procedures in place to monitor any subcontractors and/or consultants.
- 5.9.5. Contractor shall select the most appropriate monitoring activities, based on the services provided, and shall conduct the activities to assure a reasonable level of confidence that:
  - 5.9.5.1. Services are being provided according to the contract requirements.
  - 5.9.5.2. Service facilities are in appropriate condition for required services.
  - 5.9.5.3. Outcomes and/or deliverables are on track to be met by the required timelines.
  - 5.9.5.4. Services are being provided at a level of quality that will meet the required outcomes.
  - 5.9.5.5. Contractor has received required services and/or deliverables for which an invoice has been submitted by the subcontractor/consultant.
  - 5.9.5.6. Subcontractor and/or consultant staff meets required criteria (i.e., education, licensing/certification, background checks, etc.) for the temporary relocation services program.
  - 5.9.5.7. Subcontractor has administrative controls in place to ensure proper management of the temporary relocation services program (personnel, finance, programmatic, etc.)
- 5.9.6. Any subcontract agreement must have prior pre-approval from the COR. Contractor shall provide the subcontractor agreement to the COR for review and approval prior to the start of the subcontracted service. Contractor is responsible for ensuring the subcontractor and/or consultant is compliant with all terms and conditions of the contract. Contractor shall ensure the subcontract agreement meets Section 1.4.2. Required Subcontract Provisions of the County Services Template. The Subcontractor Agreement must include information regarding:

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- 5.9.6.1. Name of the organization or individual
- 5.9.6.2. Brief scope of or description of what services the subcontractor and/or consultant will provide to the temporary relocation services program.
- 5.9.6.3. Agreement amounts and duration of subcontracting service
- 5.9.7. If Contractor subcontracts for specific services, Contractor shall select subcontractors and/or consultants based upon careful evaluation of subcontractors' demonstrated ability to meet requirements in the Statement of Work.
- 5.9.8. Contractor shall monitor performance and outcomes on a regular to ensure subcontractors meets the requirements of this contract. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions take to correct areas of noncompliance.
- 5.10. **Quality Assurance (QA) Plan**
  - 5.10.1. Contractor shall have a Quality Assurance (QA) plan to support program goals. Contractor shall provide a QA plan to the COR within sixty (60) days of contract execution. The QA plan should include at a minimum, how Contractor plans to:
    - 5.10.1.1. Identify and respond to problems or issues.
    - 5.10.1.2. Ensure quality control monitoring procedures will be tracked and reported.
    - 5.10.1.3. Ensure quality assurance will be incorporated in Contractor's policies and procedures.
    - 5.10.1.4. Designate staff person responsible for oversight of QA plan.
    - 5.10.1.5. Ensure internal oversight and monitoring procedures to ensure adequate use of flexible funds.

**6. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY – TEMPORARY RESIDENT RELOCATION**

Towncentre Manor households shall be relocated to off-site relocation housing units temporarily and then relocated to the newly renovated Towncentre Manor. Household means one or more persons occupying the existing housing unit at Towncentre Manor. The relocation housing arrangements for each household may depend on several factors, including composition and need of household, the timeline for the renovation period, and the availability of suitable off-site units. Contractor shall provide temporary relocation services including but not limited to:

**6.1. Coordination of Services**

- 6.1.1. Contractor shall coordinate and manage all resident moves to and from off-site temporary relocation housing units and assist households to secure all utilities and household services in their temporary relocation housing units.
- 6.1.2. Contractor shall coordinate and manage all aspects of resident household relocation, including:
  - 6.1.2.1. Timely preparation and issuance of all required notices/signed documents for compliance with Uniform Relocation Assistance and Real Property Act (URA), U.S Department of Housing and Urban Development (HUD) Policy and Guidance and any applicable Federal, State, and local regulations to households and other parties.
  - 6.1.2.2. Extensive and temporary housing search, working with potential landlords and successful move assistance, including:
    - 6.1.2.2.1. Assistance with finding available units within the area desired/needed by households.
    - 6.1.2.2.2. Supporting households with rental application process.
  - 6.1.2.3. Refer households to community resources available to help households with their transition.

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- 6.1.3. Contractor shall facilitate and coordinate with temporary relocation placement with landlords and/or hotel/motel vendors.
- 6.1.4. Contractor shall provide, or subcontract to provide other services to support relocation project which may include social services and other relocation services, as necessary.
  - 6.1.4.1. Contractor shall identify, procure, and facilitate coordination of services with moving vendors as applicable.
  - 6.1.4.2. Contractor shall identify, procure, and facilitate coordination of services with storage facilities to store each household's personal items as applicable.
- 6.2. **Information and Compliance**
  - 6.2.1. Contractor shall ensure that all activities will be carried out in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), 24 CFR 970, and any other applicable Federal, State, and local laws.
  - 6.2.2. Contractor shall provide detailed information regarding continuing participation in the Public Housing program.
  - 6.2.3. Contractor shall provide current and ongoing information to each household including the status of the relocation process, benefits, relocation options and availability of relocation housing units.
  - 6.2.4. Contractor shall maintain client confidentiality and ensure no resident-specific information is disclosed to any party outside those officially involved in the performance of tasks critical to this project.
  - 6.2.5. Contractor shall provide any applicable document translation services and meeting interpretation services to ensure written and verbal communication with all households, including those whose first language is not English.
- 6.3. **Orientation Session**
  - 6.3.1. Contractor shall perform orientation session meetings with households, either in person or virtually, describing the relocation process, options, and allow households to ask questions. Contractor shall follow up with any households who do not attend the orientation meeting, to ensure all households receive the same information.
  - 6.3.2. Orientation sessions shall be a minimum of two (2) hours in duration each.
  - 6.3.3. Contractor shall conduct four (4) orientation sessions. Two (2) out of four (4) session shall be conducted in Spanish. Contractor shall provide bilingual translator services.
  - 6.3.4. Contractor shall fully inform eligible households of the nature of, and procedures for, obtaining temporary relocation assistance to allow for needed structural construction to Towncentre Manor.
  - 6.3.5. Contractor shall inform all persons subject to relocation of the HACSD's policies regarding property management and the grievance procedure for relocated persons seeking administrative review of the HACSD's decisions with respect to relocation assistance.
- 6.4. **Counseling and Advisory Services:** Contractor staff shall provide one-on-one counseling and advisory services to households to help households transition and adjust to relocation including but not limited to:
  - 6.4.1. Coordinating each household move
  - 6.4.2. Making requests for reasonable accommodations
  - 6.4.3. Preparing any necessary claim forms and other services the household may require related to their relocation.
- 6.5. **Individual Relocation Plan**

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- 6.5.1. Contractor shall meet with resident households, conduct individual resident survey and interviews with each resident household, review resident survey information and develop an individual plan for each household need and any related accommodations.
- 6.5.2. Contractor shall develop a relocation plan for each household that reflects the needs and preferences of each resident household for temporary relocation and ensure that the resident's rights are preserved while all needed assistance/services are provided.
  - 6.5.2.1. Relocation Plan should include but is not limited to:
    - 6.5.2.1.1. Relocation schedule of move in and move out date
    - 6.5.2.1.2. Identification of relocation challenges, relocation process and overall costs
    - 6.5.2.1.3. Assessing the needs of each household and disability related accommodations
    - 6.5.2.1.4. Complying with all applicable Federal, State, and local regulations and requirements, as well as any COVID-19 or other public health directives
    - 6.5.2.1.5. Analysis of comparable housing resources
- 6.5.3. Contractor shall document receipt of all required notices, housing referrals provided, signed claims and receipts of payments, and demonstration of advisory services and relocation assistance provided to resident households.

**6.6. Relocation Implementation Plan**

- 6.6.1. Contractor shall provide a preliminary relocation implementation plan to the County within five (5) calendar days of contract execution to include the following:
  - 6.6.1.1. Anticipated staffing
  - 6.6.1.2. Coordination with County staff, construction contractor(s) and moving contractor(s) if applicable for discussion, review and planning of project timelines and scheduling relocation services.
  - 6.6.1.3. Schedule of interviews with households
  - 6.6.1.4. A Relocation Schedule from interview to relocation preparation through relocation period to include moving household from and to Towncentre Manor)
- 6.6.2. Relocation Schedule shall be developed in greater detail by the Contractor once more detailed project schedules are available from the CMAR. Contractor shall provide a full relocation implementation plan to the County within thirty (30) calendar days of contract execution.

**6.7. Referrals**

- 6.7.1. Contractor shall provide referrals to comparable, safe, and sanitary temporary relocation units within a reasonable time prior to relocation. Contractor will ensure that no residential occupant is required to move without a minimum 90-day written notice to vacate.
- 6.7.2. A minimum of six (6) households shall have referrals to Americans with Disability Act (ADA) compliant units.

**6.8. Housing Requirement**

- 6.8.1. Contractor shall ensure all temporary relocation housing units meet the federal Housing Quality Standards (HQS) set by the U.S. Department of Housing & Urban Development (HUD) in 24 CFR 982.
- 6.8.2. Contractor shall provide temporary relocation housing units that meet or exceed the following requirements, including but not limited to:
  - 6.8.2.1. Decent, safe, and sanitary and in good repair pursuant to HUD regulations in 24 CFR 5.703.
  - 6.8.2.2. Adequate in size to accommodate the occupants



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- 6.8.2.3. In an area not subject to unreasonable adverse environmental conditions
- 6.8.2.4. Affordable
- 6.8.2.5. Current available to the relocated person in the private market
- 6.8.2.6. Available to all persons regardless of race, color, religion, sex, or national origin
- 6.8.3. Temporary housing options may include hotel/motel rooms or short-term affordable housing units, to be identified and secured by Contractor. It is the HACSD's preference that temporary referrals provided have a typical kitchenette (range/stove, refrigerator, and dry food storage space), an onsite laundry facility and are located within a 10-mile radius of Towncentre Manor. Temporary housing options outside of 10-mile radius are subject to COR's approval and discretion.
- 6.8.4. Temporary Housing Units
  - 6.8.4.1. For households temporarily housed in apartment units or similar, rental rates should be below and/or within the Fair Market Rent (FMR) determined by U.S. Department of Housing and Urban Development (HUD). It is preferred temporary housing units are located nearest to Towncentre Manor as possible.
  - 6.8.4.2. If hotel/motel housing option is utilized for temporary relocation, Contractor shall secure hotel/motel locations that are most accessible to households within the service area nearest to Towncentre Manor as possible.
  - 6.8.4.3. Contractor shall maintain invoices and receipts for all hotel/motel costs. Invoices and receipts for reimbursement shall include but not limited to the following:
    - 6.8.4.3.1. Confirmation of payment including reference to resident/invoice.
    - 6.8.4.3.2. Receipts to include but not limited to:
      - 6.8.4.3.2.1. Resident name
      - 6.8.4.3.2.2. Dates of stay
      - 6.8.4.3.2.3. Amount paid
  - 6.8.4.4. Contractor shall ensure additional charges (such as phone call charges, room service, television/movie charges, etc.) are not allowed by hotel/motel operator for households. Reimbursement for additional charges will not be allowed as eligible costs under this contract.
- 6.9. Per Diem and Other Incidental Expense
  - 6.9.1. Meals: In cases where a hotel is used, and it lacks a cooking facility and food storage, Contractor shall not exceed the U.S. General Services Administration (GSA) per diem rate for the cost of paying for and preparing meals per resident during the temporary relocation. The per diem rates published by GSA may be found at [www.gsa.gov/perdiem](http://www.gsa.gov/perdiem).
  - 6.9.2. Hotel/Motel Rates: For households temporarily housed in hotel/motel, it is preferred the room rates are below and/or within the per diem rates established by General Services Administration (GSA). The per diem rates published by GSA may be found at [www.federalpay.org/perdiem](http://www.federalpay.org/perdiem).
  - 6.9.3. Incidental Expenses: Contractor shall manage and pay all temporary relocation expenses for each resident household throughout the term of the relocation and maintain a system to track and manage all such expenses. Eligible expenses shall include but are not limited to costs for:
    - 6.9.3.1. Security deposit or holding fees for relocations
    - 6.9.3.2. Moving expenses
    - 6.9.3.3. Rent (if applicable)
    - 6.9.3.4. Utilities transfer fees

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- 6.9.3.5. Laundry (if needed)
- 6.9.3.6. Security services (if needed)
- 6.9.3.7. At the discretion and approval of the COR, other expenses incurred by resident household during the relocation period.

**6.10. Tracking and Contact Logs**

- 6.10.1. Contractor shall manage and track resident needs during the time of relocation, including:
  - 6.10.1.1. Maintaining current addresses for all relocated households.
  - 6.10.1.2. Coordinating required communication about temporary relocation as building renovation nears an end.
  - 6.10.1.3. Providing extensive housing assistance if a resident needs to move again before building renovation is completed.
- 6.10.2. Contractor shall maintain an accurate electronic database of all moving requests and expenses, including the date and time of request, the status of request and scanned electronic copies of all related documents.
- 6.10.3. Contractor shall support households with transition through engagement and contact with households during the relocation period. Contacts are defined as telephone interactions, virtual and or face-to-face contacts (if applicable).
  - 6.10.3.1. Contractor shall contact households at minimum:
    - 6.10.3.1.1. Weekly telephone/virtual interaction for the first month or month 1 after households are placed in temporary housing units during relocation period.
    - 6.10.3.1.2. Two (2) times per month, telephone/virtual interaction for the remaining relocation period.

**6.11. Reports and Documentation**

- 6.11.1. Contractor shall maintain accurate records of all households.
- 6.11.2. Contractor shall provide weekly progress reports that highlight the status of:
  - 6.11.2.1. All households
  - 6.11.2.2. Current moves
  - 6.11.2.3. Schedule of upcoming moves
  - 6.11.2.4. Status of resident interviews/meeting
  - 6.11.2.5. If changes to households' relocation plan and or actual relocation site, notify County within twenty-four (24) hours of change and relocate resident within forty-eight (48) hours
  - 6.11.2.6. Identified problems and correction actions taken
  - 6.11.2.7. Any outstanding issues, safety update and building renovation coordination issues
- 6.11.3. Contractor shall prepare files and final reports for contract closeout.

**6.12. Staffing Requirements**

- 6.12.1. Staffing should include: one (1) Program Manager/Team Lead and one (1) Relocation Specialist.
  - 6.12.1.1. Program Manager/Team Lead should possess appropriate experience in resident relocation services to public entities. Program Manager/Team Lead will serve as the point of contact and will be provide quality control and quality assurance of work by contractor staff and relocation services.

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- 6.12.1.2. Relocation Specialist should possess appropriate experience at the working level providing public agency relocation assistance. Relocation Specialist will work directly with resident households to identify suitable temporary units.
- 6.12.2. Contractor staff should possess knowledge of Uniform Relocation and Real Property Acquisition Policies Act (URA), U.S Department of Housing and Urban Development (HUD) Policy and Guidance, and applicable Federal, State, and local relocation regulations and requirements.
- 6.12.3. Contractor staff are expected to be professional, courteous, and wear company attire and identification badge at all times.
- 6.12.4. Contractor staff shall adhere to any state and federal COVID-19 or other public health safety protocols in effect at the time of resident relocation.
- 6.12.5. All staff persons employed by the Contractor shall pass a criminal background check.
- 6.13. Transportation
  - 6.13.1. Contractor shall coordinate transportation for households to temporary relocation housing units on move out date(s) and return households to Towncentre Manor on move in date(s).
  - 6.13.2. Transportation may include but is not limited to Uber, taxicab vouchers, bus fare, or other means of transportation as approved by the COR.
- 6.14. Households Return
  - 6.14.1. Upon completion of building repairs, Contractor shall process and return all temporarily relocated households to the Towncentre Manor, providing all necessary assistance for households returning to Towncentre Manor.
  - 6.14.2. Contractor shall coordinate with CMAR, Relocation Specialist and any subcontractors on timeline regarding move out and move in dates.
- 6.15. Required Notices
  - 6.15.1. Contractor shall provide a minimum of three (3) notices to each resident household prior to relocation. Notices should include notices as required by URA, HUD and other Federal, State, and local regulations and guidelines, and other reminder notices related to the date each household must vacate their existing housing unit at Towncentre Manor. Subject to COR approval and discretion, Contract may provide additional notices as needed.
  - 6.15.2. Notices may be personally served where needed or mailed with a certified return receipt. All notices and proof of service shall be maintained by the Contractor. As requested by the COR, Contractor shall provide proof of notices to the County.
  - 6.15.3. Notices shall be provided to the resident household in the primary language of such household.

**7. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY – MOVING AND STORAGE SERVICES**

Contractor shall meet with each household to explain the moving and storage that shall be made available to them.

**7.1. Coordination of Services**

- 7.1.1. Contractor shall provide, or subcontract to provide, moving services including full packing, moving, loading, unloading, unpacking and full replacement value insurance necessary to move the personal property and furniture of the resident household to and from Towncentre Manor.
- 7.1.2. Contractor shall coordinate the moving and storing household's furniture and personal property, as applicable to and from off-site storage facilities. All moves and storage shall be coordinated with the County.
- 7.1.3. Contractor shall provide moving services to include:
  - 7.1.3.1. Material, labor and equipment necessary move resident's furniture and personal property from and to Towncentre Manor.

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- 7.1.3.2. Packing, crating, uncrating, and unpacking of household furniture and personal property.
  - 7.1.3.3. Moving, loading, and unloading furniture and household personal property.
  - 7.1.3.4. Full replacement value insurance necessary to move personal property of the household to and from temporary relocation site.
- 7.1.4. Contractor shall provide coordination of all moving logistics, including planning for moving services such as:
  - 7.1.4.1. Movers
  - 7.1.4.2. Materials
  - 7.1.4.3. Transportation
  - 7.1.4.4. Storage
- 7.2. Contractor shall coordinate moving these households' items from Towncentre Manor to designated storage facility and return these items to Towncentre Manor after building repairs are completed and/or move these items to households who have been relocated to another place outside of Towncentre Manor.
- 7.3. Move Plan
  - 7.3.1. Contractor shall work with the County to develop a move plan describing all items to be moved, methods, logistics, timelines, and safeguard. The move plan will include best practices for scheduling, packing and crating, moving, transporting and delivery of all items to be moved.
  - 7.3.2. Contractor shall meet with each resident household to explain moving assistance services. Contractor shall identify if packing and unpacking services are needed with each household.
  - 7.3.3. Contractor shall perform an initial assessment of each resident household unit fourteen (14) days before the move to assess number of items in each unit, conduct a walk-through of the unit prior to the move to ensure they have the necessary labor, materials, and equipment available on move day.
  - 7.3.4. Contractor shall provide resource materials for informative moving guides and checklists offering insight, advice, and tips for moving and storage services.
  - 7.3.5. Contractor shall provide training sessions as requested to resident households on the most effective way of packing, labeling of boxes, etc.
- 7.4. Moving and Storage Handling
  - 7.4.1. Contractor shall provide a full range of services to move boxes, chairs, drawers, free-standing furniture, and other items as needed.
  - 7.4.2. Contractor shall provide appropriate packing, crating, loading, and unloading moving services to ensure against loss or damage of all items being moved.
  - 7.4.3. An inventory and/or tracking system shall be used to ensure that no items are lost, misplaced, or damaged during the move.
  - 7.4.4. Contractor shall address specialty items for best care such as, but not limited to, providing shrink-wrapping and protective pads when packing items to ensure safe delivery.
  - 7.4.5. Contractor shall provide proper loading and unloading of households' free-standing furniture and equipment. All items moved shall be marked and identified according to an agreed upon moving/labeling system so that all items are moved to the correct location.
  - 7.4.6. Contractor shall ensure no boxes, furniture, households belongings are left unattended while in the motion from origin to destination. Therefore, while items are in motion, there must be a member of the move staff in attendance.

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- 7.4.7. Contractor shall ensure furniture and personal belonging of households are moved in closed vans or trailers and locked during transit. During loading and unloading, all property shall be protected against inclement weather.
- 7.4.8. Contractor shall ensure that all services, costs, and materials, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 7.4.9. Contractor shall provide protection against damage to stairways, elevators, walls, floors, door, frames during moving processing.
- 7.4.10. Contractor shall clean up and dispose of all related debris off-site at its own cost and expense at the conclusion of each move.
- 7.5. Moving Supplies and Costs
  - 7.5.1. Contractor shall provide required packing materials (mover boxes, labels, tape, newsprint, bubble wrap, etc.) to households.
  - 7.5.2. Contractor shall deliver moving supplies to each resident unit within thirty (30) calendar days of the initial move date.
  - 7.5.3. Contractor shall ensure resident households have sufficient packing materials and will coordinate assistance with packing of personal items.
- 7.6. Moving/Storage Implementation Plan

Contractor shall provide a moving/storage implementation plan within thirty (30) calendar days of contract execution to include the following:

  - 7.6.1. Anticipated staffing
  - 7.6.2. Coordination with County staff and building renovation contractor(s)
  - 7.6.3. Schedule of interviews with households
  - 7.6.4. Coordinate and facilitate a moving Schedule (from interview, to moving preparation, to moving day, to unpacking)
  - 7.6.5. Coordination of movers, packing suppliers or other vendors
- 7.7. Packing and Unpacking Services
  - 7.7.1. Resident households may have the need for mover assistance in packing and unpacking their personal belongings. Contractor shall provide full packing and unpacking assistance if needed. Full packing and unpacking services include but not limited to:
    - 7.7.1.1. Assembling and disassemble large furniture items such as bed frames, entertainment centers, and other items identified to be moved.
    - 7.7.1.2. Unpacking services consists of unpacking items, organizing items, and placing items back in the unit to the resident's standards.
- 7.8. Mover Sign in and Move Day Communication
  - 7.8.1. All movers shall communicate with the County and check in with the Towncentre Manor Resident Manager, and CMAR upon arrival to review the day's scheduled work.
  - 7.8.2. Move staff will be notified where they will be authorized to park their move trucks and personal vehicles.
- 7.9. Origin Statistics
  - 7.9.1. Towncentre Manor origin statistics are as follows:
    - 7.9.1.1. There are four (4) floors – lower level, first, second and third floors



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- 7.9.1.2. There is one (1) elevator available
- 7.9.1.3. There is one (1) office room
- 7.9.1.4. There is one (1) community room
- 7.9.1.5. There is no loading dock at Towncentre Manor
- 7.9.1.6. There are fifty-two (52) one-bedroom units, six (6) one-bedroom handicapped accessible units and one (1) two-bed room unit designated as the Resident Manager's unit

**7.10. Hours of Operation**

- 7.10.1. Contractor shall be available for majority of the moves during seven (7) days a week during regular business hours: 8:00 am to 5:00 pm.
- 7.10.2. Contractor shall provide moves outside of regular business days and hours on an as needed basis.
- 7.10.3. Contractor shall assign sufficient personnel and equipment to each job to ensure moves are completed in single, standard, eight (8) hour workday.

**7.11. Moving Day Supervision and Staffing**

- 7.11.1. Staffing should include: one (1) Supervisor/Team Lead.
  - 7.11.1.1. Supervisor/Team Lead will serve as the point of contact and will provide quality control and quality assurance of work by contractor staff and moving/storage services.
  - 7.11.1.2. Contractor supervisory personnel shall be responsible for ensuring relocated items are placed in the new location(s) in accordance with the move/relocation plan.
- 7.11.2. Contractor shall provide on-site supervision for duration for the move and remain on-site during the move to accomplish all scheduled activities in a professional manner. Due to the critical nature and timelines of each move, it is preferred a contractor staff supervisor be available to meet on site as often as needed to resolve any issues that may arise.
- 7.11.3. Contractor shall ensure each driver have applicable licenses and permits necessary to perform transportation and moving services.
- 7.11.4. Contractor shall furnish trained and experienced labor and supervision.
- 7.11.5. All contractor staff shall be uniformed and required to always wear an identification badge when move activity is underway.

**7.12. Safety Guidelines: Contractor shall reasonably ensure safety for staff, households, and households' belongings, including:**

- 7.12.1. Providing households with basic safety training and guidance for packing and moving their belongings.
- 7.12.2. Ensuring safety guidelines are met.
- 7.12.3. Ensuring contractor staff meet basic background check standards for all employees that they bring onto property and those interacting with households.
- 7.12.4. Establish a safety plan to anticipate, prevent and respond to incidents that occur related to relocation process.

**7.13. Storage Facility**

- 7.13.1. Contractor shall provide one or more designated secured storage facilities to store households' personal contents, belongings, and furniture.
- 7.13.2. Storage facility or facilities must be properly shelved, fully secured, and equipped with motion, smoke, and heat detectors/alarms to prevent loss from theft and fire.

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- 7.13.3. Contractor shall provide storage of households' personal property for a period not to exceed six (6) months, unless it is determined by the County a longer period is necessary.

**7.14. Insurance of Personal Property**

- 7.14.1. Contractor shall provide insurance of personal property while in storage or transit and, the replacement value of property lost, stolen, or damaged in the process of moving.
- 7.14.2. Contractor is responsible for all contents stored in any of its storage facilities. Contractor shall provide a written disaster and recovery plan for any catastrophic occurrences including but not limited to earthquake, flood, fire, etc. Contractor shall carry the appropriate insurance and provide proof of insurance to the County.

**7.15. Settlement of Damage Claims**

- 7.15.1. Contractor shall provide a method of inventory reporting to the County which will account for all items prior to a move. This report will be provided to relocation consultant prior to and after a move and will be used to reconcile that all items are accounted for and properly moved to their respective location(s).
- 7.15.2. Loss or damage caused by the Contractor shall be immediately reconciled with the County for insurance purposes.
- 7.15.3. Claims by the households for damaged or lost equipment and furniture must be satisfied within thirty (30) calendar days after the date of the completed move.

**8. DATA COLLECTION AND REPORTING REQUIREMENTS**

- 8.1. Monthly Progress Reports. The monthly report shall indicate the number of households assisted, how/what assistance was provided, temporary relocation addresses, move in and move out dates. Monthly Progress Report due on the 10<sup>th</sup> calendar of each month for the month preceding.
- 8.2. Contractor shall provide signed attendance sheets (i.e., signed documentation), by each resident participant as supporting documentation.
- 8.3. Contact Logs. Contractor shall maintain Contact Logs summarizing progress of relocation of the households.
- 8.4. Additional Reports. When requested by the County, Contractor shall provide necessary information and/or data in response to a County, State or Federal inquiry.
- 8.5. Contractor will collaborate with County on any program evaluation.
- 8.6. Contractor shall prepare and submit reports in the form and manner prescribed by the County.

**9. EMERGENCY CRITICAL SERVICES REQUIREMENTS**

- 9.1. Contractor shall identify and inform the COR of the primary program contact for emergency/disaster communication and any succession of authority should the primary contact be unavailable. Contractor shall provide the primary contact information to the COR with fifteen (15) days of start of contract and updated within three (3) business days when there is a change.
- 9.2. Contractor shall contact the COR within twenty-four (24) hours if there is an evacuation or relocation of services during any event that significantly disrupts Contractor's operations. COR must grant approval for any discontinuation of services. A declaration of an emergency/disaster by the appropriate governmental entity that is communicated by television or radio, internet, or any other means of transmission, including announcements of travel advisories or government office closures, will not excuse Contractor from the requirement to contact the COR before discontinuation of services.
- 9.2.1. Funding sources may specify that funding can only be claimed for services in support of contracted activities. Redirection of staff to other activities during an emergency/disaster will cause their time to be non-reimbursable. Exception would be changes approved in writing via contract amendment or by direct contact from the Director of Purchasing & Contracting. Note that discontinuation of services shall, in cost reimbursement programs, result in staffing and other cost being ineligible for



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reimbursement during the period of program closure. Fixed price and pay for performance contracts may also be reduced if pay points are not achieved or deliverables are interrupted.

- 9.2.2. Emergency Preparedness and Response Plan. Contractor shall maintain a written emergency preparedness and response plan and update the plan as needed. Contractor shall provide a copy of the emergency preparedness and response plan to the COR within thirty (30) calendar day of initial contract year. Contract shall provide an updated emergency preparedness and response plan within thirty (30) calendar days of each applicable contract year thereafter. Should a specific emergency arise, the County may request additional details or modifications regarding the existing plan.

**EXHIBIT B**

**INSURANCE REQUIREMENTS**

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Without limiting Contractor's indemnification obligations to County, Contractor shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Contractor, his agents, representatives, employees or subcontractors.

**1. Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability, Occurrence form, Insurance Services Office form CG0001.
- B. Automobile Liability covering all owned, non owned, hired auto Insurance Services Office form CA0001.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance.
- D. Professional Liability (Errors & Omissions) required if Contractor Provides or engages in any type of professional services, including but not limited to medical professional, counseling services or legal services.
- E. Property, Bailees form, covering Personal Property of Others in their Care, Custody and Control, including in transit.

**2. Minimum Limits of Insurance**

Contractor shall maintain limits no less than:

- A. Commercial General Liability including Premises, Operations, Products and Completed Operations, Contractual Liability, and Independent Contractors Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. The General Aggregate limit shall be \$4,000,000.
- B. Automobile Liability: \$1,000,000 each accident for bodily injury and property damage.
- C. Employer's Liability: \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.
- D. Professional Liability (Errors & Omissions): \$1,000,000 per occurrence or claim with an aggregate limit of not less than \$2,000,000. Coverage shall include contractual liability. This coverage shall be maintained for a minimum of three years following termination or completion of Contractor's work pursuant to the Contract.
- E. Property, Bailees form: \$1,000,000 limit, All Risk Perils, excluding earthquake.

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. As a requirement of this contract, any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

**3. Self-Insured Retentions**

Any self-insured retention must be declared to and approved by County Risk Management. At the option of the County, either: the insurer shall reduce or eliminate such self-insured retentions as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

**4. Other Insurance Provisions**

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

A. Additional Insured Endorsement

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor

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including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO form CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

**B. Primary Insurance Endorsement**

For any claims related to this project, the Contractor's insurance coverage, including any excess liability policies, shall be primary insurance at least as broad as ISO CG 2001 04 13 as respects the County, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the County, its officers, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

**C. Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

**D. Severability of Interest Clause**

Coverage applies separately to each insured, except with respect to the limits of liability, and that an act or omission by one of the named insureds shall not reduce or avoid coverage to the other named insureds.

**General Provisions**

**5. Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

**6. Evidence of Insurance**

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Contractor shall furnish the County with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to County within thirty days of the expiration of the term of any required policy. Contractor shall permit County at all reasonable times to inspect any required policies of insurance.

**7. Failure to Obtain or Maintain Insurance; County's Remedies**

Contractor's failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and County may, at its option, terminate the Contract for any such default by Contractor.

**8. No Limitation of Obligations**

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Contractor, and any approval of said insurance by the County are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Contractor pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

**9. Review of Coverage**

County retains the right at any time to review the coverage, form and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

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**10. Self-Insurance**

Contractor may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Contractor shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Contractor's (i) net worth, and (ii) reserves for payment of claims of liability against Contractor, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Contractor's utilization of self-insurance shall not in any way limit liabilities assumed by Contractor under the Contract.

**11. Claims Made Coverage**

If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:

- A. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Contract (including subsequent policies purchased as renewals or replacements).
- B. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Contract.
- C. If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least three years to report claims arising in connection with the Contract.
- D. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

**12. Subcontractors' Insurance**

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO form CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used. If any sub contractor's coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the County from any damage, loss, cost, or expense, including attorneys' fees, incurred by County as a result of subcontractor's failure to maintain required coverage.

**13. Waiver of Subrogation**

Contractor hereby grants to County a waiver of their rights of subrogation which any insurer of Contractor may acquire against County by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the County for all work performed by the Contractor, its employees, agents and subcontractors.

## **EXHIBIT C**

### **GENERAL INFORMATION NOTICE**

## General Information Notice

\_\_\_\_\_, 2023

<<HEAD-OF-HOUSEHOLD>> and All Other Occupants

<<ADDRESS>>

Chula Vista, CA 91910

Dear Occupants:

The Housing Authority of the County of San Diego (HACSD) is interested in rehabilitating the property you currently occupy at <<ADDRESS>>, **Chula Vista, CA 91910** as part of the proposed **Town Centre Manor Project** ("Project"). This notice is to inform you of your rights under Federal and/or State law. If HACSD moves forward with the Project, and you are temporarily displaced, you may be eligible for relocation assistance under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA), as amended, and California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

**However, you do not have to move now.**

**This is not a notice to vacate the premises or a notice of relocation eligibility.**

You should continue to pay your monthly rent to your landlord, because failure to pay rent and meet your obligations as a tenant may be cause for eviction and loss of relocation assistance. You are urged not to move or sign any agreement to purchase or lease a unit before receiving formal notice of eligibility for relocation assistance. If you move or are evicted before receiving such notice, you will not be eligible to receive relocation assistance. Please contact us before you make any moving plans.

You may be required to move temporarily so that the rehabilitation can be completed. If you must move temporarily, suitable housing will be made available to you, all reasonable out of pocket expenses, including moving, storage costs and any increase in housing costs will be paid for on your behalf.

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by HACSD's Relocation Assistance Program may have the appeal application reviewed by HACSD in accordance with its appeals procedure. Complete details on appeal procedures are available upon request from HACSD.

Note that pursuant to Public Law 105-117, aliens not lawfully present in the United States are not eligible for relocation assistance through a federal funding source, unless such ineligibility would result in exceptional hardship to a qualifying spouse, parent, or child. All persons seeking relocation assistance will be required to certify that they are a United States citizen or national, or an alien lawfully present in the United States. However, non-federal funds will be used to provide relocation assistance to non-legally present persons who are otherwise eligible for assistance.



Again, this is not a notice to vacate and does not establish eligibility for relocation payments or other relocation assistance. If HACSD decides not to move forward with the Project, you will be notified in writing.

If you have any questions about this or any other relocation issues, please contact <<NAME>> at the Management Office at <<NUMBER>>.

Sincerely,

**Management**

\_\_\_\_\_  
*Received by*

Delivered on/by: \_\_\_\_\_/\_\_\_\_\_

X\_\_\_\_\_  
*Recipient's Signature*

Posted on/by: \_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
*Date*

Mailed/receipt received on: \_\_\_\_\_/\_\_\_\_\_

## **EXHIBIT D**

### **NOTICE OF NON-DISPLACEMENT**

## Notice of Non-Displacement

<<DATE>>

<<HEAD-OF-HOUSEHOLD>> and All Other Occupants

<<ADDRESS>>

Chula Vista, CA 91910

Dear Occupants:

The Housing Authority of the County of San Diego ("HACSD") notified you previously of proposed plans to rehabilitate the property you currently occupy at <<ADDRESS>>, **Chula Vista, CA 91910**. Once funding has been secured, the repairs will begin soon after.

You are protected by the Uniform Relocation and Real Property Acquisitions Policy Act of 1970, as amended (URA) and California Relocation Assistance Law, Government Code Section 7260, et seq. (Law), and the Relocation Assistance and Real Property Acquisition Guidelines adopted by the Department of Housing and Community Development as in Title 25, California Code of Regulations Section 6000, et seq. (Guidelines).

**This is a notice of non-displacement.  
You will not be required to move permanently as result of the rehabilitation.**

This notice guarantees you the following:

1. If you must move temporarily so that the rehabilitation can be completed, HACSD will pay for all eligible costs related to temporary moving expenses, including the cost of moving to and from temporary housing and any temporary housing costs.
2. The temporary unit will be decent, safe and sanitary, and all other conditions of the temporary move will be reasonable.
3. Upon completion of the rehabilitation, you will be able to lease and occupy your present apartment in the same building/complex under reasonable terms and conditions.
4. One of the protections for persons temporarily relocated is that such relocations shall not extend beyond one year. If the temporary relocation lasts more than one year, you will be contacted and offered all permanent relocation assistance as a displaced person under the URA. This assistance would be in addition to any assistance you may receive in connection with temporary relocation and will not be reduced by the amount of any temporary relocation assistance previously provided.
5. You will have no less than 30 days' notice to voluntarily temporarily vacate your unit.

Since you will have the opportunity to occupy a newly rehabilitated apartment, and you are not being required to permanently vacate, we urge you not to move and to remain a tenant in good standing. You must continue to comply with the terms and conditions of your current lease.

**If you choose to move on your own, or are evicted for cause, you will not receive any relocation assistance.**

This letter is important to you and should be retained. A relocation specialist will be assigned to you and will contact you closer to the date of your temporary move. If you have any questions about this or other relocation issues, again please contact <<RELOCATION AGENT NAME>> at <<NUMBER>>

Sincerely,

Management



Equal Housing Opportunity



\_\_\_\_\_  
*Received by*

Delivered on/by: \_\_\_\_\_

X \_\_\_\_\_  
*Recipient's Signature*

Posted on/by: \_\_\_\_\_

\_\_\_\_\_  
*Date*

Mailed on/returned: \_\_\_\_\_

# **EXHIBIT E**

## **NOTICE TO VACATE**

## NOTICE TO TEMPORARILY VACATE

<<DATE>>

<<HEAD OF HOUSEHOLD NAME>> and all other occupants

<<ADDRESS>>

Chula Vista, CA 91910

Re: Notice to Temporarily Vacate

Dear <<NAME>>:

The Housing Authority of the County of San Diego ("HACSD") notified you previously of proposed plans to rehabilitate the property you currently occupy at <<ADDRESS>>, Chula Vista, CA 91910.

In order for the Owner to complete this project, you will be temporarily relocated for a period of approximately six months, and then will return to your unit located at <<ADDRESS>>. The Owner is providing temporary relocation assistance and payment of pre-approved out of pocket expenses as described below.

This notice informs you that a decent, safe, and sanitary dwelling unit will be available to you on or after <<DATE>>. If you need to move prior to this date to accommodate your schedule we may be able to make such arrangements.

Please be advised that you do not need to move now, and we encourage you not to move now or pay any cost related to your upcoming move. The address for your temporary unit will be confirmed in your 7 Day Notice to Vacate.

The Owner has retained the services of **TranSystems Corporation, doing business as Overland, Pacific and Cutler, Inc. (TranSystems)** to assist you through the relocation process. The relocation assistance to which you are entitled includes:

- **Advisory Services-** Advisory services include advanced notice of your move, ongoing counseling and needs assessment to assist you in preparing for your move to temporary housing, and detailed written guidelines for your move.

- **Moving Assistance** - The Owner will provide you with the services of a professional mover. The moving vendor will provide all services to pack and move you to your temporary housing. You will not be responsible to provide any packing materials, supplies, equipment or labor associated with your move. If you have any costs associated with utility transfers including telephone, cable/satellite television and internet services, you will be reimbursed the actual costs of those payments based on a verifiable invoice or statement from your provider. Most of your items and furniture will be stored while you are relocated, and your necessary items will be taken to the hotel.

- **Housing Assistance** – The Owner will provide a Decent, Safe and Sanitary (DS&S) temporary housing unit at an extended stay hotel with a kitchenette. If rooms with kitchenettes are not available, you will receive a per diem payment for meals while relocated. This housing will provide adequate sleeping area for all persons lawfully in the household as documented on your current lease. Upon

completion of the renovations, you will return to your Decent, Safe and Sanitary (DS&S) unit as indicated by this notice.

This notice is important to you and should be retained. We look forward to assisting you through this transition. Once the rehabilitation of the Project site units has been completed, you will be given notice of when you may return to your unit. If you have any questions regarding this or any other relocation issues, please contact your relocation agent, <<NAME>> at <<NUMBER>>.

Sincerely,

<<NAME>>

<<TITLE>>

<<ORG>>



## 90-Day Notice to Vacate

<<DATE>>

<<NAME>>

<<ADDRESS>>

<<ADDRESS>>

Dear <<NAMES>>:

The Housing Authority of the County of San Diego ("HACSD") notified you previously of proposed plans to rehabilitate the property you currently occupy at <<ADDRESS>>, Chula Vista, CA 91910.

You have elected to relocate permanently and receive assistance through a Section 8 Housing Choice Voucher.

**Notice is hereby given that you must relocate and deliver up possession of the property you occupy on or before <<DATE>>.**

If you do not successfully lease up with your voucher and move out by this date, you will still be required to permanently relocate on or before <<DATE>>. You will receive another notice 30 days in advance of this date and we will be checking in regarding your progress in securing a replacement dwelling to determine if temporary accommodations may need to be made for you. If you do not use your voucher to rent a replacement dwelling prior to the expiration date of your voucher, you will be considered a temporary relocation case and will return to the Property.

**If you do not vacate the Premises (either permanently or temporarily) by <<DATE>>, the City will initiate legal proceedings to recover possession of the Premises, along with any rents and damages.**

During this period, **TranSystems** will be available to provide assistance with referrals to replacement homes, coordination with movers and other vendors, the processing of relocation benefit claim forms, and other tasks to help facilitate your relocation. Please contact your relocation agent listed below if you have any questions regarding this notice or the relocation process. Upon vacating your unit, you are responsible for removing all of your personal property, delivering the Premises in satisfactory condition and turning in the keys to your relocation agent.

Sincerely,

\_\_\_\_\_  
*Received by*

Delivered on/by: \_\_\_\_\_/\_\_\_\_\_

X \_\_\_\_\_  
*Recipient's Signature*

Posted on/by: \_\_\_\_\_/\_\_\_\_\_

\_\_\_\_\_  
*Date*

Mailed/receipt received on: \_\_\_\_\_/\_\_\_\_\_

## **EXHIBIT F**

### **RELOCATION BUDGET**

[illegible]

By my signature, I acknowledge that I approve the Town Centre Manor Relocation Plan.

**Name:** David Estrella

**Title:** Director, Housing & Community Development Services

**Signature:**

A handwritten signature in blue ink, appearing to be 'David Estrella', written over a horizontal line.

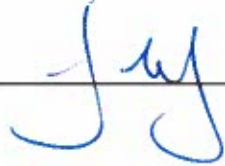
**Date:**

1-4-24

**Name:** Jaime Mendez

**Title:** Chief Agency Operations, Housing & Community Development Services

**Signature:**

A handwritten signature in blue ink, appearing to be 'Jaime Mendez', written over a horizontal line.

**Date:**

1/4/24