



HOUSING COMMISSION AGENDA

Regular Meeting: March 14, 2018

Time: 8:00 a.m.

HACA Board Room, 22941 Atherton Street, Hayward, CA 94541

The public is welcome at all Housing Commission meetings. If you wish to speak on a matter NOT on the Agenda, please file a Public Comment card with the Commission Clerk. Upon recognition by the Chairperson during Public Comment, state your name, comments and/or questions. Anyone wishing to address the Commission on an agenda item or on business introduced by the Housing Commission may do so when the Chairperson calls for comments on the agenda item. Please be brief and limit your comments to the specific subject under discussion. NOTE: Only matters within the Housing Commission's jurisdiction may be addressed.

To allow the opportunity for all to speak, a time limit of 3 minutes has been set for public speakers wishing to address the Housing Commission. The Chairperson has the discretion to further limit this time if warranted by the number of speakers.

The Housing Commission Secretary of the Housing Authority of the County of Alameda has, on Thursday, March 8, 2018, duly distributed this Agenda to the Clerk of the Board of Supervisors for posting in the office of the Alameda County Administration Building and has posted it on the bulletin board of the Housing Authority of the County of Alameda.

AMERICANS WITH DISABILITIES: In compliance with the Americans with Disabilities Act, if special assistance to participate in this meeting is needed, please contact the Housing Authority office at (510) 727-8511. Notification at least 48 hours prior to the meeting will enable the Housing Authority to make reasonable arrangements.

	<u>PAGE</u>
1. CALL TO ORDER / ROLL CALL	
2. APPROVAL OF THE MINUTES OF THE FEBRUARY 14, 2018 MEETING	ACTION 3
3. PUBLIC COMMENT - On matters not on the Agenda	
4. NEW BUSINESS	
4-1. Resolution Approving Termination of the Regulatory Agreement for Park Sierra Apartments and Approving a New Regulatory Agreement	ACTION 10
4-2. Resolution No. 03-18 Establishing the Donald C. Biddle Memorial Scholarship	ACTION 16
4-3. Revisions to HACA's Section 8 Administrative Plan	ACTION 18
4-4. Approval of Annual PHA Plan for Fiscal Year 2018/2019	ACTION 24
	PUBLIC HEARING
4-5. Scholarship Committee Appointments	ACTION 25
4-6. Budget/Audit/Negotiations Committee Appointments	ACTION 26
4-7. Quarterly Investment Portfolio for the Quarter Ended December 31, 2017	INFORMATION 27
4-8. Budget Status Report	INFORMATION 29
4-9. Program Activity Report	INFORMATION 31

(CONTINUED ON NEXT PAGE)

HOUSING COMMISSION AGENDA

Regular Meeting: March 14, 2018

Time: 8:00 a.m.

HACA Board Room, 22941 Atherton Street, Hayward, CA 94541

PAGE 2

5. COMMITTEE REPORTS

6. COMMISSIONER REPORTS

7. COMMUNICATIONS

8. ADJOURNMENT

In memory of Donald C. Biddle, Housing Commissioner

MINUTES

February 14, 2018



**HOUSING COMMISSION MINUTES
REGULAR MEETING: FEBRUARY 14, 2018
HACA BOARD ROOM, 22941 ATHERTON STREET, HAYWARD, CA 94541**

SUMMARY ACTION MINUTES

1. CALL TO ORDER/ROLL CALL

Call to Order

Chairperson Gerry called the meeting to order at 8:00 a.m.

Roll Call

Present: Cmr. Ballew, Gacoscos, Gerry, Maass, Peixoto, and Steiner

Entered after Roll Call: Cmr. Patz

Excused: Cmr. Biddle, Buckholz and Hannon

2. ACTION: APPROVAL OF THE MINUTES OF NOVEMBER 8, 2017 HOUSING COMMISSION MEETING

Motion/Second: Peixoto/Maass

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

3. PUBLIC COMMENT – ON MATTERS NOT ON THE AGENDA

None.

4. NEW BUSINESS

4-1. PRESENTATION: RECOGNIZE JESSICA TAYLOR AS HACA’S SHINING STAR FOR JANUARY-JUNE 2018

Christine Gouig, Executive Director, introduced Jessica Taylor, Housing Specialist in HACA’s Programs Department, as HACA’s Shining Star for January-June 2018. Ms. Gouig read the comments that were submitted by those who nominated Jessica. The Commission, staff and public applauded Jessica and Chairperson Gerry presented her with a certificate. Jessica expressed appreciation for the recognition, thanked her co-workers for the award and credited her team for their hard work.

Mary Rizzo-Shuman, Ms. Taylor’s supervisor, shared Jessica’s background and praised her for her hard work and the kindness that she shows to her fellow co-workers and program participants.

Commission Discussion: Cmr. Peixoto praised Jessica for exhibiting kindness to the program participants and treating people like people. Cmr. Steiner thanked Jessica and all of the HACA staff for continuing to work hard to provide services to program participants in light of the many funding difficulties housing authorities are experiencing.

4-2. ACTION: APPROVE APPOINTMENTS TO HACA’S RESIDENT ADVISORY BOARD

Oscar Macias, Administrative Analyst, presented the staff report. Mr. Macias reported that the terms of HACA’s current Resident Advisory Board (RAB) are coming to an end and that the RAB members who are still eligible to serve on the RAB are interested in serving another term. He further reported that there are two PACH tenants who are interested in participating and Ms. Gouig stated that staff

also plans to ask Cmr. Helen Buckholz, HACA's Senior Tenant Commissioner, if she would be interested in serving on the RAB.

Recommendation: Approve the appointments to HACA's Resident Advisory Board as presented and the appointment of Cmr. Buckholz if she is interested in serving.

Commission Discussion: None.

Motion/Second: Steiner/Gacoscos.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-3. RESOLUTION NO. 01-18: APPROVING SECOND AMENDMENT TO INDENTURE OF TRUST FOR TAX-EXEMPT BONDS FOR PARK SIERRA MULTIFAMILY HOUSING PROJECT IN THE CITY OF DUBLIN

Christine Gouig presented the staff report. Ms. Gouig provided some background information on the Park Sierra multi-family housing project in the City of Dublin and the issuance of the Multi-Family Housing Bonds that were issued by the Dublin Housing Authority. She reported that the owner now wants to pre-pay its mortgage loan and redeem the bonds and indicated that amendments must be made to the Indenture of Trust in order for the owner to do so. Ms. Gouig described the Indenture of Trust and its purpose, outlined the next steps in the process and indicated that staff has negotiated the continuation of affordability of the units in this project.

Recommendation: Adopt Resolution No. 01-18 approving the Second Amendment to the Indenture of Trust and authorizing its execution along with other related documents.

Commission Discussion: Cmr. Steiner and Ms. Gouig discussed the continuation of the affordability of the units and Ms. Gouig outlined the plan for this and indicated that the project will continue to accept Section 8 Housing Choice Vouchers.

Moton/Second: Steiner/Ballew.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-4. ACTION: ANTI-BULLYING POLICY AND COMPLAINT PROCEDURE

Charla Freckmann, Human Resources Manager, presented the staff report. Ms. Freckmann reported that staff is proposing to implement an anti-bullying and complaint procedure in an effort to take reasonable steps to prevent workplace bullying and set forth a procedure for resolving internal complaints. She explained that if approved by the Commission, individuals who violate the anti-bullying policy will be subject to disciplinary action.

Recommendation: Approve the proposed anti-bullying policy and complaint procedure.

Commission Discussion: Cmr. Peixoto asked if the proposed policy includes bullying via social media. Ms. Freckmann explained that although the policy does not specifically reference bullying through the use of social media that if a nexus exists between social media and communication in the workplace the policy could potentially apply and that cases such as this would be handled on a case by case basis. Cmr. Ballew commented that it is terrible that policies have to be implemented with regard to treating others with respect. He asked if all employees, not just management employees, receive training on preventing harassment and discrimination. Ms. Freckmann indicated that employees

receive this training during orientation. Ms. Gouig noted that the department heads provide some training during their department meetings. Cmr. Ballew recommended that the Commission consider setting a goal to ensure that training on preventing harassment and discrimination in the workplace is routinely provided to all employees, re-visited regularly and that this training is documented. Cmr. Gerry shared his experience in dealing with bullies and commented that there should be zero tolerance for bullying.

Cmr. Patz made a motion to approve the Anti-Bullying Policy & Complaint Procedure with a change to the language in Section VII.-Dissemination of Policy to read: "The Policy may be updated and redistributed on an annual basis with a form for the employee to sign and return, acknowledging that the employee has received, read, and understands this Policy. Cmr. Gacoscos seconded the motion.

Motion/Second: Patz/Gacoscos.

Ayes: All. Motion passed. **APPROVED AS RECOMMENDED.**

4-5. INFORMATION: MANAGEMENT FRINGE BENEFIT SURVEY STUDY

Charla Freckmann presented the staff report. Ms. Freckmann reported that staff put together a summary of the data related to the management fringe benefits offered by the agencies that were surveyed by Koff & Associates when they conducted HACA's management compensation survey in 2017.

Commission Discussion: Cmr. Maass and Ms. Freckmann discussed health insurance. Ms. Freckmann indicated that some agencies do not consider health insurance a fringe benefit but rather a standard benefit and, for that reason, some of the agencies in the summary do not have health insurance listed as a fringe benefit. Cmr. Steiner thanked Ms. Freckmann for putting the information together.

4-6. INFORMATION: FINANCIAL REPORT FOR THE QUARTER & YEAR ENDING JUNE 30, 2017 (UNAUDITED)

Christine Gouig presented the staff report and provided an update on the status of the federal budget.

Commission Discussion: Cmr. Steiner and Ms. Gouig discussed Low Income Housing Tax Credits. Cmr. Maass asked if there were any further details on the proposal to add work requirements for Section 8 Housing Choice Voucher Program participants. Ms. Gouig described some of the programmatic changes that are being proposed in the president's budget. She commented that managing these changes would be burdensome without an increase in funding. Cmr. Ballew asked if HACA's new housing software would be able to handle tracking some of the changes that are being proposed. Jennifer Cado, Senior Administrative Analyst, explained that the data would be in the software system but that changes would be needed to be able to aggregate it into a report.

4-7. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor reported on the Family Self-Sufficiency (FSS) program participants who graduated from the FSS program, received high school or college degrees, and purchased a home in 2017. He thanked the Commissioners for their support of the FSS program.

Commission Discussion: Cmr. Gacoscos asked what it means to graduate from the FSS program and Mr. Taylor explained that graduation occurs when an FSS participant meets their contracted goals. He described some of the goals that FSS program participants achieve to graduate from the program. Cmr. Steiner and Mr. Taylor discussed the national FSS study that was conducted by MDRC. Mr. Taylor indicated that the analysis has not been completed yet and that he would share the results with the Housing Commission once they are available. Cmr. Gacoscos and Mr. Taylor discussed the average length of time an FSS participant has to complete the FSS program goals. Cmr. Steiner lauded the FSS program and encouraged Commissioners to attend the annual “It’s Your Time to Shine” event. She also praised the FSS Coordinators for the work that they do help keep the FSS program participants on track with their goals.

5. COMMITTEE REPORTS

None.

6. COMMISSIONER REPORTS

Cmr. Steiner reported on the status of the Kottinger housing redevelopment project in Pleasanton.

Cmr. Maass reported that the City of Albany is working with a developer to build an affordable housing project and indicated that legislation under SB827 provides developers with incentives for building housing near public transportation.

Cmr. Gacoscos reported that the City of Union City issued a Request for Proposals (RFP) to housing developers for an affordable housing project.

Cmr. Patz reported that the City of Emeryville is moving forward with placing a \$50M housing bond on the ballot.

7. COMMUNICATIONS

Ms. Gouig reported that the Alameda County Board of Supervisors will be hosting a homeless summit to discuss possible solutions to the homeless crisis and that she will be attending.

Ms. Gouig reported on the status of the federal budget and indicated that the government is currently operating under a Continuing Resolution which will expire on March 23.

Ms. Gouig indicated that Cmr. Buckholz is not present at the meeting due to the death of her brother. Ms. Gouig stated that staff will send a card and flowers to Cmr. Buckholz on behalf of the staff and Housing Commission. She reported that staff has found a candidate for the Tenant Commissioner position and stated that she hoped to have the appointment approved by the Board of Supervisors in March or April.

Ms. Gouig reported that staff is working on creating a preference for homeless applicants to the waitlist. She further reported that HACA is still in shortfall and indicated that several housing authorities in the high-cost areas of California are experiencing shortfall and named some of the nearby housing authorities in Alameda and Contra Costa counties. Ms. Gouig explained that HACA

will still be in shortfall next year and continues to meet with HUD as part of the process for receiving shortfall funding. Ms. Cado described the process for applying for shortfall funding and summarized some of the measures that HACA must take while in shortfall. She described the downside to being in shortfall, particularly not being able to issue much needed vouchers.

Cmr. Maass indicated that Albany is also trying to preserve funds for housing. Cmr. Steiner commented that the counties and cities need to know that part of the homeless issue is the lack of funding for affordable housing.

Ms. Gouig announced that NAHRO's 2018 Washington Conference will be held in April in Arlington, Virginia. She described the conference activities and indicated that staff has budgeted for one Commissioner to attend. She named the Commissioners who were at the top of the priority list for this conference and these Commissioners indicated that they would check their schedules and confirm.

Cmr. Ballew indicated that he would not be at the March meeting as he would be in Washington, D.C.

8. ADJOURNMENT

There being no further business to discuss, Chairperson Gerry adjourned the meeting at 9:12 a.m.

Respectfully Submitted,

Melissa Taesali
Executive Assistant

Christine Gouig
Executive Director/Housing Commission Secretary

Approved:

Mark Gerry
Housing Commission Chairperson

NEW BUSINESS

March 14, 2018

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 14, 2018

Subject: Regulatory Agreement for Park Sierra Apartments

Exhibits Attached: - Resolution 02-18
 - Attachment A: Regulatory Agreement
 - Attachment B: Termination Agreement

Recommendation: Adopt the Resolution terminating the current Regulatory Agreement and approving the new Regulatory Agreement and authorizing its execution along with other related documents

Financial Statement: None; all costs paid for by borrower

BACKGROUND

At your February 14, 2018 meeting your Commission approved a resolution authorizing an amendment to the Indenture of Trust for the Park Sierra apartments in Dublin. The amendment will allow the owner to prepay its mortgage loan and redeem the bonds that the Dublin Housing Authority (DHA) issued to develop the project.

At your February meeting staff reported that, in 1998, DHA issued tax-exempt Variable Rate Demand Multifamily Housing Revenue Bonds in the amount of \$28.7 million to help finance the Park Sierra at Iron Horse Trail project. The project has 283 one and two-bedroom units, of which 57 are affordable to very low income tenants. The owner and manager is J.F. Shea Co., Inc., a large builder and owner of residential and commercial properties throughout the country.

Although DHA originally issued the bonds, in 2011 it ceased operations and transferred all its assets and obligations to HACA. This merger (HUD calls it a 'consolidation') was done in order to demolish and redevelop the former 150-unit Arroyo Vista public housing project, DHA's only project and which HACA had managed under contract to DHA as DHA had no staff. At the time of consolidation, the only remaining DHA obligation was the bonds for Park Sierra and HACA assumed the responsibility for these from DHA.

J.F. Shea Co. plans to retain ownership of the project through a sale to a Shea limited liability company. It will obtain a conventional mortgage from Freddie Mac in an amount greater than the current loan and use the excess to renovate the property.

At your February meeting staff stated that it would return to your March meeting with a Regulatory Agreement that will govern continuing affordability in the project.

DISCUSSION AND ANALYSIS

Both federal and state law have affordability requirements for projects financed with tax-exempt bonds. Staff has combined them for this discussion since no purpose is served by distinguishing which is federal and which is state; all must be met.

Twenty percent of the units in a project financed with tax-exempt bonds must be affordable to very low income households (i.e., 50% AMI) for 15 years or as long as bonds are outstanding, whichever is longer (called the Qualified Project Period). The income of a very low income tenant must be no higher than 50% AMI upon initial lease. Going forward, a very low income tenant's income can increase 40 percent (i.e., to 70% AMI) and that tenant is still counted as being very low income for purposes of the 20 percent requirement. However, once that tenant's income goes over the 70% AMI limit they can be charged the market rent and the next available unit must be rented to a very low income tenant earning no more than 50% AMI. For a one-bedroom unit rents are set at 30% of the 50% AMI for two persons and for a two-bedroom unit at 30% of the 50% AMI for three persons. A utility allowance is included.

At the end of the Qualified Project Period there is protection for *in-place* very low income tenants. For an additional 15 years those tenants 1) continue to have their rent calculated as above and 2) can have their income increase to 70% AMI and still be charged the affordable rent.¹ However, there is no longer any requirement to maintain 20 percent of the units as affordable units so as very low income tenants move out or exceed the 70% AMI limit the owner does not have to replace them with another very low income tenant.

Park Sierra Provisions

For Park Sierra, the Qualified Project Period will expire once the bonds are redeemed as the 15 years has already passed (18 have actually passed). And, while the in-place tenants are protected for another 12 years, it is in HACA's interest to maintain the 57 affordable units that are in the project now. Therefore, HACA and J.F. Shea Co. have agreed to the following:

--For the next 10 years, Park Sierra will maintain 20 percent of the units for very low income tenants at affordable rents calculated as during the Qualified Project Period. This means that when a very low income tenant counted toward the 20 percent requirement moves out they will be replaced with a very low income tenant. Likewise, when an initial very low income tenant exceeds the 70% AMI limit the next available unit must be rented to a very low income tenant.

--For the two years following the 10 year period (in other words, in years 11 and 12) the *in-place* tenants will be protected for purposes of rents. However, if a very low income tenant moves out or exceeds the 70% limit, J.F. Shea Co. can rent their unit to a market rate tenant.

¹ They also can only be evicted for good cause or the owner can pay relocation costs.

--For the next three years (in other words, in years 13, 14 and 15) the in-place tenants will be subject to market rate rents but will have that rent phased in over a three-year period, increasing the rent one-third each year.

--J.F. Shea Co. will continue to accept Section 8 Housing Choice Vouchers (we have 18 voucher holders there now).

These provisions are included in the Regulatory Agreement that your Commission is asked to approve via Resolution 02-18 attached to this agenda statement.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
RESOLUTION NO. 02-18**

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED TO
THE TERMINATION OF A REGULATORY AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS FOR
PARK SIERRA AT IRON HORSE TRAIL**

WHEREAS, on June 18, 1998, the Dublin Housing Authority issued \$28,700,000 principal amount of its Dublin Housing Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Park Sierra at Iron Horse Trail) Series 1998A (the “Bonds”) pursuant to an Indenture of Trust, dated as of June 1, 1998 (as amended and currently in effect, the “Indenture”), between the Dublin Housing Authority and BNY Western Trust Company, as trustee (the “Original Trustee”), and loaned the proceeds of the Bonds (the “Loan”) to Park Sierra LLC, a California limited liability company (the “Borrower”) pursuant to a Loan Agreement, dated as of June 1, 1998, among the Dublin Housing Authority, the Borrower and the Original Trustee, to be used by the Borrower to finance the acquisition and construction of the Park Sierra at Iron Horse Trail apartments (the “Project”) located at 6450 Dougherty Road in the City of Dublin; and

WHEREAS, in connection with the financing of the Project, the Dublin Housing Authority, the Borrower and the Original Trustee entered into a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of June 1, 1998 (as amended and currently in effect, the “Regulatory Agreement”), which placed various restrictions on the operation of the Project; and

WHEREAS, the Dublin Housing Authority and the Housing Authority of the County of Alameda (the “Authority”) entered into a Master Agreement Re Transfer of Assets and Obligations of the Dublin Housing Authority to the Housing Authority of the County of Alameda, effective as of March 1, 2011, pursuant to which the Dublin Housing Authority assigned to the Authority all of the Dublin Housing Authority’s rights and obligations with respect to the Bonds and related documents (including the Indenture and the Regulatory Agreement), and the Authority assumed such rights and obligations; and

WHEREAS, the Borrower has advised the Authority that it would like to prepay the Loan resulting in a redemption of the Bonds; and

WHEREAS, the Regulatory Agreement was to remain in effect until the end of the Qualified Project Period (as defined in the Regulatory Agreement), and upon the redemption of the Bonds the Qualified Project Period will end; and

Housing Authority of the County of Alameda

Resolution No. 02-18: Resolution Approving and Authorizing Execution and Delivery of Documents Related to the Termination of a Regulatory Agreement and Declaration of Restrictive Covenants for Park Sierra at Iron Horse Trail

March 14, 2018

Page 2

WHEREAS, the Borrower is now selling the Project to Park Sierra Owner, LLC, a Delaware limited liability company (the “Buyer”), and in connection with the sale of the Project the Borrower has requested that the Authority terminate the Regulatory Agreement; and

WHEREAS, the Authority is willing to terminate the Regulatory Agreement pursuant to a Termination Agreement to be entered into by the Authority, the Borrower and the entity currently serving as trustee (the “Trustee”) under the Indenture (the “Termination Agreement”), contingent upon the execution by the Buyer of an agreement with the Authority (the “Replacement Regulatory Agreement”) relating to certain matters pertaining to the Project; and

WHEREAS, copies of the Termination Agreement and the Replacement Regulatory Agreement have been placed on file with the Secretary, and the Housing Commissioners now desire to approve the Termination Agreement and the Replacement Regulatory Agreement and to authorize their execution and delivery by the Authority.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The Termination Agreement among the Authority, the Trustee and the Borrower, in the form on file with the Secretary, is hereby approved. The Chair and the Executive Director (each, a “Designated Officer”), each acting alone, are hereby authorized and directed to execute the Termination Agreement in such form, together with such changes as may be approved by the Designated Officer executing the document for the Authority upon consultation with Special Counsel to the Authority for this matter, and the execution thereof by the Authority to be conclusive evidence of such approval. Notwithstanding the foregoing, the Termination Agreement shall not be recorded in the County Recorder’s Office unless and until payment is made to the Authority of any amounts owing to it under the Indenture and the Regulatory Agreement, and payment of the Authority’s costs and the fees of Special Counsel related to the Termination Agreement and the Replacement Regulatory Agreement, all as determined by the Executive Director.

04002.02:J15074
2/15/18

Housing Authority of the County of Alameda
Resolution No. 02-18: Resolution Approving and Authorizing Execution and Delivery of Documents Related to the Termination of a
Regulatory Agreement and Declaration of Restrictive Covenants for Park Sierra at Iron Horse Trail
March 14, 2018
Page 3

- 2. The Replacement Regulatory Agreement, between the Authority and the Buyer, in the form on file with the Secretary, is hereby approved. Any one of the Designated Officers, acting alone, is hereby authorized to execute and deliver the Replacement Regulatory Agreement in said form, together with such additions thereto or changes therein as are recommended or approved by the Designated Officer executing the Replacement Regulatory Agreement upon consultation with Special Counsel, the approval of such changes to be conclusively evidenced by the execution and delivery of the Replacement Regulatory Agreement by the Authority.
- 3. The law firm of Quint & Thimmig LLP is hereby designated as Special Counsel to the Authority in connection with the Termination Agreement and the Replacement Regulatory Agreement. The fees of such firm shall be paid by the Borrower or the Buyer.
- 4. The Designated Officers are hereby authorized and directed, for and in the name and on behalf of the Authority, to execute any and all certificates, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to complete the termination of the Regulatory Agreement and implement the provisions of the Replacement Regulatory Agreement, including the execution of any escrow instructions, certificates or other documents contemplated by or incident to the performance by the Authority of the Termination Agreement and the Replacement Regulatory Agreement.
- 5. This Resolution shall take effective immediately upon its passage and adoption.

PASSED, APPROVED, AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 14th day of March 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
EXCUSED:
ABSENT:

Mark Gerry
Housing Commission Chairperson

Attest:

Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: _____

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 14, 2018

Subject: Resolution establishing the Donald C. Biddle Memorial Scholarship

Exhibits Attached: Resolution No. 03-18

Recommendation: Adopt the Resolution

Financial Impact: \$2,500

BACKGROUND

Each year, the HACA Scholarship Program provides an opportunity for participants of the Family Self-Sufficiency (FSS) program and for tenants of our instrumentality, Preserving Alameda County Housing, (PACH) Inc., to apply for a scholarship that can be used to pay eligible expenses related to their education. Last year, your Commission budgeted \$15,000 for HACA Scholarships. Your Commission’s Scholarship Committee reviews the applications and makes a recommendation to your Commission as to those applications that should receive an award.

DISCUSSION and ANALYSIS

Don Biddle joined the Housing Commission as the City of Dublin’s representative in February 2011. Commissioner Biddle was an active participant on the Housing Commission and served on many committees, including the Budget/Audit/Negotiation Committee, the Personnel Committee and the Scholarship Committee. He was a strong supporter of HACA’s Family Self-Sufficiency (FSS) Program and often took the time to attend FSS’s health fair in the summer and the “It’s Your Time to Shine” event in the fall. Sadly, Don passed away on February 21 after a brief battle with pancreatic cancer.

Don was a kind and compassionate person who dedicated his life to serving his community and helping others. It would be appropriate to honor Don by establishing the Donald C. Biddle Memorial Scholarship within HACA’s Scholarship Program. The scholarship award amount would be set at \$2,500, our highest award, and the Scholarship Committee would award this special scholarship to the applicant who most exemplifies serving their community and helping others, just as Don did.

A resolution is attached creating the scholarship. Upon adoption of the resolution, the Donald C. Biddle Memorial Scholarship would be incorporated into the 2018 HACA Scholarship Program and the HACA Scholarship Application would be updated to include the criteria for this special award. The \$2,500 would be included in the budget for the HACA Scholarship Program for the fiscal year beginning July 1, 2018 and the total budgeted amount for the HACA Scholarship Program will, therefore, increase from \$15,000 to \$17,500.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO.: 03-18

RESOLUTION ESTABLISHING THE DONALD C. BIDDLE MEMORIAL SCHOLARSHIP

WHEREAS, the Housing Authority of the County of Alameda (“HACA”) provides rental housing assistance and other related services to low and very low income families; and

WHEREAS, in February 2011, Donald C. Biddle (“Don”) was appointed by the City of Dublin to serve on the Housing Commission, the 12-member body that governs HACA; and

WHEREAS, Don served in his role as a Housing Commissioner with a high degree of commitment, integrity, kindness, compassion and thoughtfulness; and

WHEREAS, Don demonstrated his commitment to community service and helping others by actively supporting HACA’s mission, staff, programs and participants; and

WHEREAS, Don passed away on February 21, 2018, and will be greatly missed by all at HACA including Commissioners and staff; and

WHEREAS, HACA wishes to honor Don’s memory and celebrate his commitment to helping others by establishing the Donald C. Biddle Memorial Scholarship in the amount of \$2,500 and incorporating this special award into the annual HACA Scholarship Program beginning in the 2018-2019 fiscal year;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda hereby establishes the Donald C. Biddle Memorial Scholarship in honor of the late Housing Commissioner Biddle and directs staff to make appropriate changes to the HACA Scholarship Program to implement the new scholarship.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this _____ day of _____ 2018 by the following votes:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Christine Gouig
Executive Director/Housing Commission Secretary

Mark Gerry
Housing Commission Chairperson

Adopted: _____

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 14, 2018

Subject: Section 8 Administrative Plan Policy Revisions

Exhibits: - Attachment C: Redline Summary of Policy
- Revisions and Informal Hearing Procedures — Process Flow Chart

Recommendation: Approve Proposed Policy Revisions

Financial Statement: None

BACKGROUND

HACA’s Section 8 Housing Choice Voucher (HCV) Program Administrative Plan (Admin Plan) sets forth HACA’s policies for administering the Section 8 Program in a manner consistent with HUD requirements and HACA’s Agency Plan. HACA’s Admin Plan is available for public review.

From time to time it becomes necessary to amend the Admin Plan in order to incorporate new or changed HUD regulations, new or revised HACA practices or program initiatives, or to make clarifications or corrections. Amendments that change HACA policy are brought to your Housing Commission for approval. Today, revisions to Chapters 1, 2, 3, 4, 5, 7, 10, 12, 14, 15, 16, 17, 18, and the Glossary are being submitted for your approval. Some revisions are minor and/or non-substantive; only key changes are discussed below.

DISCUSSION and ANALYSIS

CHAPTER 2 – FAIR HOUSING AND EQUAL OPPORTUNITY

Part I: NONDISCRIMINATION (pages 2-2 to 2-5)

Language is added to include California’s Department of Fair Employment and Housing (DFEH) regulations.

EXHIBIT 2-3: REASONABLE STEPS HACA WILL TAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING IN ITS HOUSING CHOICE VOUCHER (HCV) RENTAL ASSISTANCE PROGRAM FOR NON-ELDERLY PERSONS WITH DISABILITIES (NED) PROGRAM (page 2-21)

Language is updated to be consistent with changes in waiting list selection preferences in Chapter 4. The sole persons with disabilities selection preference has been replaced with the CCT (California Community Transitions) Participant selection preference. The CCT Participant selection preference is more specific to the requirements of the NED program than the previous preference.

CHAPTER 3 – ELIGIBILITY

3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING (page 3-35)

Language is updated to clarify that HACA is not required to identify if an applicant was denied admission as a direct result of domestic violence, dating violence, sexual assault, or stalking. However, if the applicant informs HACA that they are a victim, HACA will provide the applicant with the applicable forms so that HACA may make an objectively reasonable determination whether the applicant's denial was a direct result of their status as a victim.

CHAPTER 4 – APPLICATIONS, WAITING LIST AND TENANT SELECTION

4-I.B. APPLYING FOR ASSISTANCE (pages 4-2 and 4-3)

Language is updated to be consistent with how our new housing software handles the waiting list. Previously, we had one waiting list with separate categories that represented programs or individual projects. Now we are moving to individual waiting lists for each program and projects within a program. Further, we are providing ourselves the option to utilize a project owner's waiting list as HACA's waiting list so long as the owner's waiting list process is acceptable to HACA. HACA may also choose to conduct a lottery of the owner's waiting list to reduce the number of applicants on HACA's waiting list if needed due to limited housing assistance availability.

4-I.D. PLACEMENT ON THE WAITING LIST (page 4-5)

References to utilizing an Applicant Lottery Pool as opposed to a waiting list have been removed as our housing software is only capable of handling waiting lists, not pools.

4-II.B. ORGANIZATION OF THE WAITING LIST (pages 4-6 through 4-8)

Language is updated to indicate that HACA will maintain separate waiting lists for each project and enumerates the waiting lists HACA currently operates.

4-II.C. OPENING AND CLOSING THE WAITING LIST (pages 4-9 and 4-10)

Language is updated to 1) allow for assisting applicants and participants that have been or may be affected by HACA's funding shortfall, 2) remove language that is no longer applicable regarding Public Housing and the Family Unification Program (FUP) as HACA does not operate those programs, 3) remove language regarding HACA's previous Supportive Services preference that is no longer valid with the changes brought about by the federal Housing Opportunity Through Modernization Act of 2016 (HOTMA), 4) allow for efficiently adding applicants to the waiting list for the NED program and where a Project-Based Voucher (PBV) project owner has already created a waiting list for their project, and 5) clarify that the waiting list is always open to CCT participants and PBV In-Place families.

4-II.F. UPDATING THE WAITING LIST (pages 4-13 and 4-14)

Language is updated to allow HACA to handle mass requests for waiting list updates in smaller batches so that updates are more manageable. Language regarding sending letters to those being removed from the waiting to multiple addresses to save costs is deleted.

4-III.B. SELECTION AND HCV FUNDING SOURCES (page 4-16)

Language regarding the FUP program is removed as HACA does not operate a FUP program.

4-III.C. SELECTION METHOD (pages 4-17 through 4-44)

For the HCV program, language is updated to include preferences for families affected by HACA's shortfall, add a Homeless preference, and remove the Public Housing Mishoused, Resident and Sole Persons Elderly/Disabled preferences. All preferences have been assigned a point value and preference points are aggregated to produce the total preference points for each applicant as required by our new housing software.

Language is also updated to reflect the order in which HACA will assist applicants from the waiting list in order to ensure families affected by HACA's shortfall are assisted first.

For the PBV program, language is updated to remove the Fremont Resident preference, and add the CCT Participant, Voluntary Supportive Services, and Extremely Low-Income preferences.

For the Moderate Rehabilitation Program, language is updated to remove the Resident and Sole Persons Elderly/Disabled preferences.

The order of selection (page 4-44) has also been updated to more clearly state how applicants will be placed on the waiting list and selected from the waiting list.

4-III.D. NOTIFICATION OF SELECTION (page 4-45)

Language is added to more clearly represent the process for notifying PBV and Mod Rehab applicants of upcoming vacancies. Language has also been added to allow HACA to remove applicants from the waiting list who are non-responsive to notifications or who refuse two offers of a unit on a specific waiting list. For applicants who refuse two offers, the applicant will be allowed to remain on other waiting lists until they refuse two offers of a unit on that waiting list.

4-III.F. COMPLETING THE APPLICATION PROCESS (page 4-48)

Language referring to HACA's previous temporary measure to lease up vouchers more effectively is removed.

CHAPTER 7 – VERIFICATION

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS (page 7-3)

Language is updated to state that any documents used for verification must be dated either within the 60-day period preceding the reexamination or HACA's request date.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME (page 7-25)

Language stating that HACA will conduct interim reexaminations under certain conditions for self-employed persons is removed.

CHAPTER 10 – MOVING WITH CONTINUED ASSISTANCE AND PORTABILITY

10-I.A. ALLOWABLE MOVES (page 10-2)

Language is added to clarify that under VAWA HACA may provide a voucher to the victim to facilitate an emergency transfer without first terminating the assistance of the perpetrator. In addition, language is added to clarify that HACA will ensure the victim is eligible to receive continued assistance based on the citizenship or immigration status of the victim.

CHAPTER 14 – PROGRAM INTEGRITY

EXHIBIT 14-1: HACA GIFT POLICY & PROCEDURE

Updated to include HACA’s current gift policy recently adopted by your Commission.

CHAPTER 16 – PROGRAM ADMINISTRATION

16-II.B. PAYMENT STANDARDS (page 16-5)

Language is updated to allow HACA to make its payment standards effective three months following the effective date of the change in the Fair Market Rents (FMR) regardless of whether the payment standards fall outside of HUD’s basic range.

16-III.C. INFORMAL HEARINGS FOR PARTICIPANTS (pages 16-15 through 16-20)

HUD gives housing authorities the flexibility to develop their informal review and hearing procedures so long as certain guidelines are followed. This section is revised to reflect current practices. Changes include:

- Updates to titles of official notices;
- Additions of other types of evidence;
- Revisions to the content of the hearing officer’s written decision; and
- Updates to distinguish the role of the hearing officer and executive director in arriving at a final decision.

To help you visualize HACA’s informal hearing procedures, please see the attached exhibit titled **“Informal Hearing Procedures – Process Flow Chart.”**

16-IX.C. NOTIFICATION (page 16-45)

Language is updated to provide guidance on the VAWA confidentiality requirements.

16-IX.D. DOCUMENTATION (pages 16-47 to 16-49)

Language is added to provide guidance on extending deadlines for VAWA form submissions. Also, a requirement is added that HACA will acknowledge receipt of VAWA form submissions in a timely manner.

The Conflicting Documentation section is updated to clarify procedures and timelines for requesting third-party documentation.

EXHIBIT 16-3: EMERGENCY TRANSFER PLAN FOR VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, OR STALKING (pages 16-62 to 16-63)

Language is updated to include procedures for emergency transfers for victims that have been living in a unit for less than a year or seek to move sooner than a tenant-based voucher is available.

CHAPTER 17 – PROJECT-BASED VOUCHERS (PBV)

17-II.F CAP ON NUMBER OF PBV UNITS IN EACH PROJECT (pages 17-11 and 17-12)

Prior to HOTMA, dwelling units specifically made available for households comprised of elderly families, families with a household member who is a person with a disability, and families receiving supportive services were excepted from the 25% project cap. HOTMA retains the exception for elderly families but modifies the exception for families receiving supportive services so that such families must simply be “eligible for” supportive services, and eliminates the exception for families with a household member who is a person with a disability, who would now fall under the provision of simply being eligible for

supportive services.

17-VI.C. ORGANIZATION OF THE WAITING LIST (page 17-31)

Language is updated to reflect the individual waiting lists for each project within a program.

17-VII.C. MOVES (page 17-41)

HACA's policy regarding the family's right to move is updated to show that families affected by HACA's shortfall will be assisted prior to already-housed PBV families wishing to move with a tenant-based Housing Choice Voucher.

CHAPTER 18 – PROJECT-BASED VOUCHERS UNDER THE RENTAL ASSISTANCE DEMONSTRATION PROGRAM

18-II.E. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT (pages 18-8 through 18-11)

Language is updated to conform with HOTMA eliminating the project cap exemption for projects that serve families with a person with disabilities and modified the exception for supportive services.

18-V.D. ORGANIZATION OF THE WAITING LIST (page 18-20)

Language was updated to reflect the individual waiting lists for each project.

18-V.E. SELECTION FROM THE WAITING LIST (pages 18-21 and 18-22)

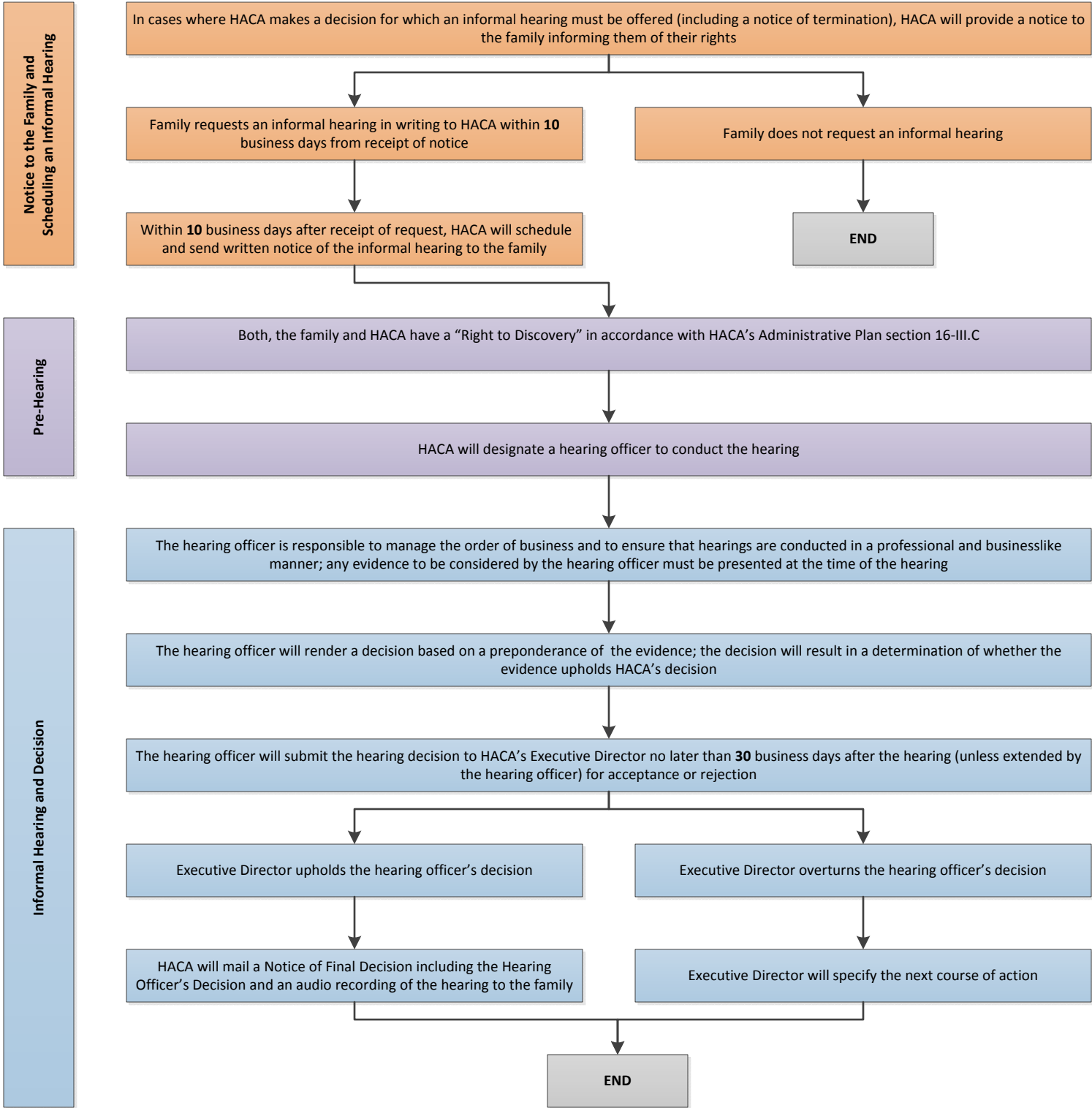
A Voluntary Supportive Services preference was added as HOTMA changed the requirement that tenants *participate* in supportive services to tenants *being eligible* for supportive services and the residency preference was removed.

GLOSSARY

Revised certain definitions.

Staff recommends that your Commission approve the revisions to the Admin Plan. Once approved, staff training will be conducted and the revised Plan will be implemented.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA (HACA)
INFORMAL HEARING PROCEDURES — PROCESS FLOW CHART**



HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 14, 2018

Subject: Annual PHA Plan for Fiscal Year 2018 (Public Hearing Required)

Exhibits: Attachment D: HACA’s Annual Plan for Fiscal Year 2018

Recommendation: Conduct Public Hearing to Accept Comments; Approve Plan;
Authorize Staff to Submit Plan to HUD

Financial Statement: None

BACKGROUND

HUD requires that every housing authority prepare and submit an Annual Plan. The Annual Plan is a guide to the housing authority’s policies, programs, operations, and strategies for meeting local housing needs and goals for the upcoming fiscal year (in our case July 2018- June 2019).

The Plan is due at HUD by April 17. HUD has 75 days to approve it, after which HUD will post the approved Annual Plan on the HUD website.

DISCUSSION and ANALYSIS

Staff has prepared HACA’s Plan, using HUD’s streamlined *HCV Only Annual Plan* template as HACA is classified by HUD as an HCV-only PHA. This year’s Annual Plan largely describes new activities and updates to HACA’s Project-Based Voucher Program accomplishments, changes to its criteria for selection from the waitlist, revisions to its informal review and hearing procedures, and HACA’s progress in meeting its goals since last year’s Annual Plan submission.

HUD requires that we include comments on the Plan made by the Resident Advisory Board (RAB). By your March 14 meeting, staff will have met with the RAB and will present any comments the RAB has along with staff’s responses.

Should your Commission receive public comments at the Public Hearing that require research or analysis before submitting the Annual Plan to HUD, staff will undertake those tasks prior to your April 11 meeting, and will present the final Annual Plan for your action then. If no such comments are received and your Commission approves the Plan, staff will submit the Annual Plan this week.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 14, 2018

Subject: Scholarship Committee Appointments

Exhibits Attached: None

Recommendation: Appoint Committee Members

BACKGROUND

Every year, the HACA Scholarship Program provides an opportunity for participants of the Family Self-Sufficiency (FSS) program and for tenants of HACA's instrumentality, Preserving Alameda County Housing, Inc. (PACH), to apply for a scholarship that can be used to pay eligible expenses related to their education.

In previous years, scholarships not to exceed \$15,000 in total were awarded by the Scholarship Committee. At today's meeting, you will consider creating the Donald C. Biddle Memorial Scholarship within HACA's Scholarship Program. This special scholarship award would be set at the amount of \$2,500 and be awarded to the applicant who best demonstrates the community service and contributions to helping others that Don exemplified.

Your Commission needs to appoint a Scholarship Committee for 2018 to work with staff on reviewing this year's scholarship applications and making award recommendations to the Commission for final approval. The Scholarship Committee usually has one meeting via telephone, although there is quite a lot of reading involved as the Committee must review all applications that are submitted.

Commissioners Buckholz, Gacoscos and Hannon comprised the Committee last year. These Commissioners can be appointed to this year's Committee, if they wish to serve again, or your Commission may appoint new members.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 14, 2018

Subject: Budget/Audit/Negotiations Committee

Exhibits Attached: None

Recommendation: Appoint Committee Members

BACKGROUND

In February 2011, your Commission combined the Budget/Audit Committee with the Negotiations Committee since the outcomes of the budget and the negotiations processes are so closely linked to one another.

DISCUSSION

The duties of the Budget/Audit/Negotiations Committee include:

- Reviewing the draft budget prepared by staff and communicating to the Commission its recommendations related to the budget;
- Meeting and consulting with management during the labor negotiating process as it relates to the memorandum of understanding (MOU) between HACA and SEIU 1021;
- Overseeing the independence and performance of the independent auditors;
- Providing an avenue of communication among the independent auditors, staff, and the Commissioners; and
- Representing and providing assistance to the Commission in fulfilling its fiduciary obligations with respect to matters involving the accounting, auditing, and financial reporting functions of the Housing Authority.

Your Commission needs to appoint a Budget/Audit/Negotiations Committee for the Fiscal Year 2018-2019. Staff does not recommend that a quorum be reached so the Committee may have no more than five members. Commissioners Don Biddle, Helen Buckholz, Mark Gerry, Michael Hannon and Christine Steiner comprised the Committee last year.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 14, 2018

Subject: Quarterly Investment Portfolio Report

Exhibits Attached: Investment Portfolio Report for Quarter ended December 31, 2017

Recommendation: Receive Report

Financial Statement: \$11,151,930 invested at an Average Annual Yield ranging from 1.05% to 1.65% (excluding FSS Escrow Participant Accounts)

BACKGROUND

Public agencies are required to file an investment policy with their governing boards and to provide quarterly financial reports on the status of the agency's investments and to certify to their compliance with the approved investment policy.

DISCUSSION AND ANALYSIS

The investment portfolio report that is attached reflects the investments at the quarter ending December 31, 2017 for each program that HACA administers. \$5.54M, or 50% of the total portfolio, is invested in Union Bank commercial paper, \$2.33M, or 21% of the total, in various issuers' certificates of deposit (CD) and \$3.28M, or 29% of the total, in the State of California Local Agency Investment Fund (LAIF).

The Housing Choice Voucher program had no funds invested at the end of the reported quarter. The re-establishment of HUD-held program reserves combined with HACA being in shortfall and the dwindling balance of Unrestricted Net Position (UNP) has made even short-term investment infeasible.

The Housing Development Fund has a total investment of \$3.28M, which is 30% of the total investment portfolio and entirely in LAIF.

PACH has a total investment of about \$6.52M, which is 59% of the total investment portfolio. Funds from the RAD conversion were used to establish the HUD-required replacement reserves in the amount of \$2.33M and are invested in laddered long-term CDs (maturities in 2-5 years).

Ocean Avenue and Park Terrace investments are 1% and 10% of the total investment, respectively.

The FSS Participant Escrow Accounts are maintained in a savings account, in accordance with HUD regulations, at Union Bank.

**Housing Authority of Alameda County
Investment Portfolio
For the Quarter Ended December 31, 2017**

PROGRAM NAME	TYPE OF ACCOUNT	AMOUNT	INTEREST RATE	MATURITY DATE
PACH	Union Bank N.A. Commercial Paper	\$ 4,193,268.44	1.39479%	3/23/17
PACH - RAD	Certificate of Deposits (various issuers)	\$ 2,330,000.00	various	2-5 years
Ocean Avenue	Union Bank N.A. Commercial Paper	\$ 184,784.17	1.05279%	3/1/17
Park Terrace	Union Bank N.A. Commercial Paper	\$ 1,158,646.67	1.05279%	3/1/17
	Sub-total	\$ 7,866,699.28		
Housing Dev Fund	State of CA - Local Agency Investment Fund	\$ 3,285,231.16	1.20000%	N/A
TOTAL		\$ 11,151,930.44		

The above investment portfolio is in compliance with the policy approved by the Housing Commission.



 Christine Gouig
 Executive Director

3-8-18

 Date

BUDGET STATUS **REPORT**

**Housing Authority of Alameda County
HOUSING CHOICE VOUCHER
Administrative Budget Status Report FYE June 30, 2018
December 2017**

FY 2018 - HCV OPERATING BUDGET	Budgeted @ 12/31/2017	Actual @ 12/31/2017	OVER (UNDER)	PROJECTED TO 6/30/18	SCH. NO.	2017 BUDGET	2018 BUDGET	DIFFERENCE
INCOME								
Investment Income	250	0	(250)	0	A1	500	500	0
Misc. Income	163,000	158,474	(4,526)	316,949	A1	326,000	326,000	0
Grant Income	0	0	0	0				0
Administrative Fee Income	3,317,291	3,240,493	(76,798)	6,577,293	A	6,976,234	6,634,582	(341,652)
TOTAL INCOME	3,480,541	3,398,967	(81,574)	6,894,242		7,302,735	6,961,082	(341,652)
EXPENSES								
Administration								
Salaries	(1,879,982)	(2,027,808)	(147,826)	(3,855,615)	B-1& 2	(4,110,734)	(3,759,964)	350,770
Other Admin.	(796,845)	(684,669)	112,177	(1,369,337)	C-1&2	(1,563,758)	(1,593,691)	(29,933)
Total	(2,676,827)	(2,712,476)	(35,649)	(5,224,952)		(5,674,492)	(5,353,654)	320,838
General								
Insurance	(112,349)	(82,346)	30,002	(164,693)	E	(226,429)	(224,697)	1,732
Employee Benefits	(1,071,590)	(1,078,391)	(6,801)	(2,156,782)		(2,240,350)	(2,143,179)	97,171
Miscellaneous	0	0	0	0		0	0	0
Total	(1,183,938)	(1,160,738)	23,201	(2,321,475)		(2,466,779)	(2,367,877)	98,902
Total Routine Expenses	(3,860,765)	(3,873,214)	(12,448)	(7,546,428)		(8,141,271)	(7,721,531)	419,740
Capital Expenditures	0	0	0	0	D2	0	0	0
TOTAL EXPENSES	(3,860,765)	(3,873,214)	(12,448)	(7,546,428)		(8,141,271)	(7,721,531)	419,740
Income (Deficit)						(838,536)	(760,449)	
NET INCOME (DEFICIT)	(380,224)	(474,246)	(94,022)	(652,186)		(838,536)	(760,449)	78,088

Unrestricted Net Position @ 6/30/17 (unaudited)
 Estimated Income (Loss) FYE 6/30/18
 Estimated Income (Loss) FYE 6/30/18 due to NPL
 Projected Unrestricted Net Assets @ 6/30/18

\$ (6,425,207)
 (652,186)
 (1,200,000)
\$ (8,277,393)

Unrestricted Net Position (UNP)	Op. Res w/o GASB 68- pension	GASB 68 - Pension Liability	Total UNP
Beginning Bal 7/1/16	1,396,348	(6,619,893)	(5,223,545)
Net loss @ 6/30/17 (unaudited)	(251,900)	(949,762)	(1,201,662)
UNP @ 7/1/17 (unaudited)	1,144,448	(7,569,654)	(6,425,207)
Estimated Loss @ 6/30/18	(652,186)	(1,200,000)	(1,852,186)
Est. UNP @ 6/30/18	492,262	(8,769,654)	(8,277,393)

PROGRAM ACTIVITY **REPORT**

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: March 14, 2018

Subject: Programs Activity Report

Exhibits Attached: Section 8 and Housing Assistance Payments (HAP) Report; Section 8 Average Contract Rent Report; Landlord Rental Listing Report; FSS Program Monthly Report

Recommendation: Receive Report

Financial Statement: None

SECTION 8 HOUSING CHOICE VOUCHERS

- **Lease-Up:** As of February 28, 2018, the Section 8 Housing Choice Voucher program had 6,146 units under contract.
- **HCV Program Utilization:** As of February 28, 2018, the average HAP subsidy was \$1,590 and the average tenant-paid rent portion was \$468 for an average Contract Rent of \$2,058. Amounts vary by \$1 due to rounding.
 - ❖ As of February 28, 2018, HACA had 120 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority’s jurisdiction).
 - ❖ As of February 28, 2018, HACA billed other housing authorities for 346 incoming portability contracts.
 - ❖ As of February 28, 2018, 223 of PACH’s 230 project-based voucher (PBV) units are leased. These are HACA’s former public housing units converted under HUD’s Section 18 or Rental Assistance Demonstration programs and transferred to PACH, HACA’s instrumentality.
- **Section 8 Contract Report:** A copy of the Contract Report is attached.
- **Landlord Rental Listings:** As of March 1, 2018, there were 64 active properties listed. There were five new landlords added to the Section 8 program in February.

FAMILY SELF SUFFICIENCY (FSS)

In February, the FSS Department hosted a workshop on building credit, budgeting and smart car buying tips with their community partner, Safe America Credit Union. The workshop was well attended with 24 participants.

The FSS Department also held its quarterly Program Coordinating Committee (PCC) meeting where participants share valuable information and program updates regarding their respective agencies, which include Alameda County agencies and non-profit organizations.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
Section 8 Contract and HAP Report for the Month of February 2018

City	Certificates		Vouchers		FEBRUARY 2018 TOTAL		FEBRUARY 2017	FEBRUARY 2016
	Number	HAP*	Number	HAP**	Number	HAP		
		based on avg		based on avg				
		\$1,472		\$1,590				
Albany	0	\$0	20	\$31,800	20	\$31,800	23	27
Castro Valley	12	\$17,664	199	\$316,410	211	\$334,074	204	208
Dublin	3	\$4,416	395	\$628,050	398	\$632,466	350	356
Emeryville	5	\$7,360	149	\$236,910	154	\$244,270	156	126
Fremont	21	\$30,912	1,045	\$1,661,550	1,066	\$1,692,462	1,064	1,075
Hayward	88	\$129,536	1,878	\$2,986,020	1,966	\$3,115,556	1,981	2,038
Newark	5	\$7,360	206	\$327,540	211	\$334,900	209	224
Pleasanton	3	\$4,416	202	\$321,180	205	\$325,596	114	113
San Leandro	12	\$17,664	1,336	\$2,124,240	1,348	\$2,141,904	1,406	1,469
San Lorenzo	1	\$1,472	202	\$321,180	203	\$322,652	204	200
Union City	4	\$5,888	726	\$1,154,340	730	\$1,160,228	754	730
TOTALS	154	226,688	6,358	10,109,220	6,512	10,335,908	6,465	6,566

* Based on an average February Housing Assistance Payment (HAP) of \$1,472 per certificate contract

**Based on an average February Housing Assistance Payment (HAP) of \$1,590 per voucher contract

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Average Contract Rent Report for the Month of February 2018

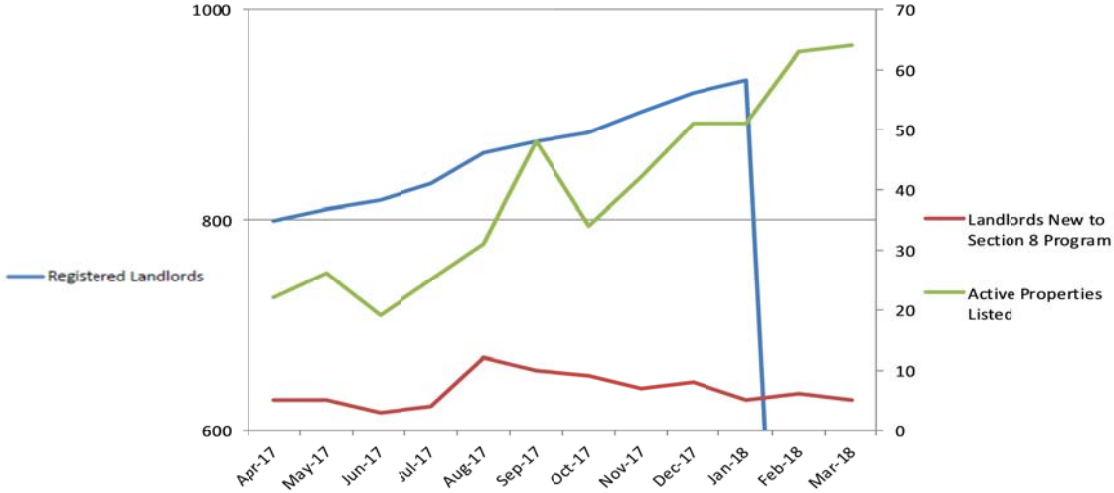
City	Number of HAP Contracts	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	20	\$1,651	\$1,316	\$335	20%
Castro Valley	199	\$2,054	\$1,643	\$411	20%
Dublin	395	\$1,885	\$1,495	\$390	21%
Emeryville	149	\$1,612	\$1,134	\$478	30%
Fremont	1045	\$2,238	\$1,764	\$474	21%
Hayward	1,878	\$1,994	\$1,537	\$457	23%
Newark	206	\$2,413	\$1,803	\$609	25%
Pleasanton	202	\$1,704	\$1,319	\$385	23%
San Leandro	1,336	\$1,976	\$1,501	\$475	24%
San Lorenzo	202	\$2,255	\$1,718	\$537	24%
Union City	726	\$2,259	\$1,755	\$503	22%

*Some rents may vary by \$1 due to rounding

Landlord Rental Listing Report

Monthly

	4/3/2017	5/1/2017	6/1/2017	7/5/2017	8/1/2017	9/1/2017	10/2/2017	11/1/2017	12/4/2017	1/2/2018	2/5/2018	3/1/2018
Registered Landlords	799	810	819	834	864	874	883	903	921	933	Not Available	
Landlords New to Section 8 Program	5	5	3	4	12	10	9	7	8	5	6	5
Active Properties Listed	22	26	19	25	31	48	34	42	51	51	63	64



The blue line on the chart above takes a severe drop in February as the Registered Landlords data is not available at this time. Our rental listing vendor is working toward restoring our ability to access this information. The data is still being tracked but simply isn't currently available to customers.



To: Christine Gouig, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
CC: Linda Evans, Phyllis Harrison, Mary Sturges, Danielle Roundtree
Date: March 1, 2018

Program Summary	February 2018
Total Clients Under Contract:	165
MDRC:	100
Graduates:	0
Escrow Disbursed:	\$0
Ports In:	0
Ports Out:	0
Terminations:	1
New Contracts:	1

FSS PROGRAM NEWS:

Workshop

On Saturday, February 17, 2018, the FSS team hosted a workshop entitled *Building Credit Before You Buy, Budgeting, and Smart Car Buying Tips*. Our community partner, Safe America Credit Union, presented the workshop. Twenty-four participants attended. The topics included:

- The inside scoop on credit scores—what helps or hurts your score
- Steps to building an excellent credit score
- What you can do if you're in ChexSystems
- Secured credit cards and fresh start checking accounts
- How to set a budget before you buy a car and refinance existing car loans
- Insight into the inner workings of a dealership
- How Safe America can help

Program Coordinating Committee Meeting (PCC)

On Wednesday, February 21, 2018, the FSS team held a PCC meeting. The PCC consists of Alameda County agencies, non-profit organizations and FSS participants; its purpose is to offer guidance and strengthen our FSS program. The PCC members provided program updates regarding their respective agencies and shared valuable information.

Case Management Referrals = 16

Job Referrals = 70

ATTACHMENT A

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Paul J. Thimmig, Esq.
Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, California 94939-1726

REGULATORY AGREEMENT

by and between

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

and

**PARK SIERRA OWNER, LLC,
a Delaware limited liability company**

dated April 2, 2018

**relating to:
Park Sierra at Iron Horse Trail
in Dublin, California**

TABLE OF CONTENTS

Section 1.	Definitions and Interpretation.....	1
Section 2.	Residential Rental Property	4
Section 3.	Other Requirements of the Government Code.....	5
Section 4.	Very Low Income Tenants	5
Section 5.	Requirements of the Authority.....	8
Section 6.	Indemnification.....	9
Section 7.	Sale or Transfer of the Project.....	9
Section 8.	Term	9
Section 9.	Covenants to Run With the Land.....	10
Section 10.	Enforcement	10
Section 11.	Recording and Filing.....	10
Section 12.	Payment of Fees.....	10
Section 13.	Governing Law	11
Section 14.	Amendments.....	11
Section 15.	Notice.....	11
Section 16.	Severability.....	11
Section 17.	Representations	11
Section 18.	Execution in Counterparts	11
Section 19.	Conflict With Other Affordability Agreements.....	11
Section 20.	Freddie Mac Rider.....	12
Section 21.	Effective Date.....	12
Section 22.	Governing Law	12
Section 23.	Entire Agreement	12
EXHIBIT A	LEGAL DESCRIPTION OF PROJECT SITE	
EXHIBIT B	FREDDIE MAC RIDER TO REGULATORY AGREEMENT	
EXHIBIT C	FORM OF INCOME CERTIFICATION	
EXHIBIT D	CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE	

REGULATORY AGREEMENT

This Regulatory Agreement (the "Agreement"), dated April 2, 2018, is by and between the Housing Authority of the County of Alameda (the "Authority"), and Park Sierra Owner, LLC, a Delaware limited liability company ("Park Sierra").

RECITALS:

WHEREAS, Park Sierra, LLC, a California limited liability company (the "Transferor") is transferring to Park Sierra the property and improvements thereon currently known as Park Sierra at Iron Horse Trail (the "Project") located in Dublin, California, on the site (the "Site") described in Exhibit A hereto (the Project and the Site are referred to herein collectively as the "Property"); and

WHEREAS, in connection with the issuance in 1998 of its Dublin Housing Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Park Sierra at Iron Horse Trail) Series 1998A (the "Bonds"), the Dublin Housing Authority, the trustee for the Bonds and the Transferor entered into a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of June 1, 1998 (as amended by the First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants, dated as of May 1, 2008, the "Original Regulatory Agreement"), which Original Regulatory Agreement imposed certain restrictions on the operation of the Project; and

WHEREAS, in 2011, the Authority became the successor to all of the rights and obligations of the Dublin Housing Authority with respect to the Bonds and the documents related thereto, including the Original Regulatory Agreement; and

WHEREAS, the Bonds are now being paid in full and the Qualified Project Period, as defined in the Original Regulatory Agreement, is now ending; and

WHEREAS, the Transferor and Park Sierra have requested that the Authority terminate the Original Regulatory Agreement, and the Authority is willing to do so contingent upon the execution by Park Sierra of this Agreement with respect to certain matters related to the operation of the Project as set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Definitions and Interpretation. Capitalized terms used in this Agreement shall have the respective meanings assigned to them in this Section 1 unless the context in which they are used clearly requires otherwise:

"Act" means Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California as now in effect and as it may from time to time hereafter be amended or supplemented.

"Adjusted Income" means the adjusted income of a person (together with the adjusted income of all persons of the age of 18 years or older who intend to reside with such person in one residential unit) as calculated in the manner prescribed pursuant to Section 8 of the Housing Act, or, if said Section 8 is terminated, as prescribed pursuant to

said Section 8 immediately prior to its termination, or as otherwise required under applicable provisions of the Act.

“Administrator” means the Authority, or any entity appointed by the Authority, with written notice to Park Sierra, to administer the rights and obligations of the Authority under this Agreement. The Authority may change any entity acting as Administrator from time to time upon written notice to Park Sierra.

“Affordable Rent” or “Rents” means monthly rent not in excess of thirty percent (30%) of one-twelfth of fifty percent (50%) of the annual Median Income for the Area, based upon the following assumed household sizes for the following sizes of residential units in the Project, less a reasonable deduction (as determined by the Administrator) for utilities so long as utilities (gas, electric, water and sewer, trash removal) are paid by the tenant:

Size of Units	Assumed Number of Persons in Household for Affordable Units
One bedroom	2
Two bedrooms	3

“Agreement” means this Regulatory Agreement, as originally in effect and as it may thereafter be amended in accordance with its terms.

“Authority” means the Housing Authority of the County of Alameda, and its successors.

“Area” means the Primary Metropolitan Statistical Area in which the Project is located, as promulgated by HUD.

“Bonds” means the Dublin Housing Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Park Sierra at Iron Horse Trail) Series 1998A.

“Certificate of Continuing Program Compliance” means the certificate with respect to the Project to be filed by Park Sierra with the Authority pursuant to Section 4(f), which shall be substantially in the form attached to this Regulatory Agreement as Exhibit D.

“Compliance Period” means the period beginning upon the termination of the Original Regulatory Agreement and continuing until July 5, 2029.

“Government Code” means the Government Code of the State, as in effect on the effective date of this Agreement.

“Health and Safety Code” means the Health and Safety Code of the State, as in effect on the effective date of this Agreement.

“Housing Act” means the United States Housing Act of 1937, as amended, or its successor.

“HUD” means the United States Department of Housing and Urban Development.

“Median Income for the Area” means the median income for the Area as most recently determined by the Secretary of the Treasury, adjusted for household size (which determination is to be consistent with determinations of area median gross income under Section 8 of the Housing Act, or, if such program is terminated, under such program as in effect immediately before such termination).

“Original Regulatory Agreement” has the meaning given to such term in the Recitals to this Agreement.

“Other Affordability Agreements” means, collectively (i) the Affordable Housing Agreement for Construction of Affordable Housing Units, entered into as of April 26, 1999, between the City of Dublin and the Transferor; and (ii) the Regulatory Agreement Federal Credits Tax-Exempt Bond Financed Project, dated as of May 28, 1999, between the California Tax Credit Allocation Committee and the Transferor; each as in effect on the effective date of this Agreement and as they may thereafter be amended, supplemented or replaced.

“Park Sierra” means Park Sierra Owner, LLC and its successors and assigns as owner of the Project.

“Project” has the meaning given to such term in the Recitals to this Agreement.

“Site” means the parcel or parcels of real property described in Exhibit “A”, which is attached hereto and by this reference incorporated herein, and all rights and appurtenances thereunto appertaining.

“State” means the State of California.

“Transferor” means Park Sierra, LLC.

“Very Low Income Tenants” means individuals or families with an Adjusted Income which does not exceed the lesser of (i) the income limits for very low income families as established and amended from time to time pursuant to Section 8 of the Housing Act, as specified in Section 50105 of the Government Code and as described in Section 34312.3(c)(2)(A) of the Health and Safety Code, or (ii) fifty percent (50%) of the Median Income for the Area, adjusted for household size. Notwithstanding the foregoing, clause (i) of the preceding sentence shall only apply with respect to individuals or families who first apply for tenancy in the Project after April 2, 2018.

“Very Low Income Units” The dwelling units in the Project designated for occupancy by Very Low Income Tenants pursuant to Section 4(a) of this Regulatory Agreement.

Unless the context clearly requires otherwise, as used in this Agreement, words of the masculine, feminine or neuter gender shall be construed to include each other gender when appropriate and words of the singular number shall be construed to include the plural number, and vice versa, when appropriate. This Agreement and all the terms and provisions hereof shall be construed to effectuate the purposes set forth herein and to sustain the validity hereof.

The defined terms used in the Recitals to this Agreement have been included for convenience of reference only, and the meaning, construction and interpretation of all defined terms shall be determined by reference to this Section 1 notwithstanding any

contrary definition in the Recitals hereto. The titles and headings of the sections of this Agreement have been inserted for convenience of reference only, and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof or be considered or given any effect in construing this Agreement or any provisions hereof or in ascertaining intent, if any question of intent shall arise.

Section 2. Residential Rental Property. Park Sierra hereby acknowledges and agrees that the Project will continue to be owned, managed and operated as a residential rental project until the later of the expiration of the Compliance Period or the date on which it has satisfied its obligations under Section 5 of this Agreement. To that end, and for the term of this Regulatory Agreement, Park Sierra hereby represents, as of the date hereof, and covenants, warrants and agrees as follows:

(a) Park Sierra shall own, manage and operate the Project as a project to provide multifamily residential rental property comprised of a building or structure or several interrelated buildings or structures, together with any functionally related and subordinate facilities, in accordance with applicable provisions of the Act.

(b) All of the dwelling units in the Project are and will continue to be similarly constructed units, and each dwelling unit in the Project contains and will continue to contain complete separate and distinct facilities for living, sleeping, eating, cooking and sanitation for a single person or a family, including a sleeping area, bathing and sanitation facilities and cooking facilities equipped with a cooking range, refrigerator and sink.

(c) None of the dwelling units in the Project will at any time be utilized on a transient basis (e.g., subject to leases that are less than 30 days duration), or will ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, nursing home, hospital, sanitarium, rest home, retirement house or trailer court or park.

(d) No part of the Project will at any time be owned by a cooperative housing corporation, nor shall Park Sierra take any steps in connection with a conversion to such ownership or uses. Other than obtaining a final subdivision map on the Project and a Final Subdivision Public Report from the California Department of Real Estate, Park Sierra shall not take any steps in connection with a conversion of the Project to a condominium ownership.

(e) All of the dwelling units in the Project are and will continue to be available for rental on a continuous basis to members of the general public and Park Sierra will not give preference to any particular class or group in renting the dwelling units in the Project, except to the extent that dwelling units are required to be leased or rented to Very Low Income Tenants, or as otherwise required under the Other Affordability Agreements.

(f) No dwelling unit in the Project shall be occupied by Park Sierra. Notwithstanding the foregoing, this paragraph shall not be construed to prohibit occupancy of dwelling units in the Project by one or more resident managers or maintenance personnel; provided that the number of such managers or maintenance personnel is not unreasonable given industry standards in the area for the number of dwelling units in the Project.

(g) Park Sierra shall not discriminate on the basis of race, creed, color, sex, source of income (e.g. TANF, SSI), physical disability, age, national origin or marital status in the rental, lease, use or occupancy of the Project or in connection with the employment or application for employment of persons for the operation and management of the Project.

(h) Park Sierra agrees to maintain the Project, or cause the Project to be maintained, during the term of this Agreement (i) in a reasonably safe condition and (ii) in good repair and in good operating condition, ordinary wear and tear excepted, making from time to time all necessary repairs thereto and renewals and replacements thereof such that the Project shall be substantially the same condition at all times as the condition it is in at the time of the transfer of the ownership of the Project to Park Sierra.

Section 3. Other Requirements of the Government Code. In addition to the other provisions of this Agreement, Park Sierra agrees, during the Compliance Period, as follows:

(a) No Very Low Income Tenant whose rent was restricted as provided in Section 4(a)(ii) and who resides in the Project within 12 months of the date that the Compliance Period is scheduled to expire or terminate shall be involuntarily displaced on a permanent basis as a result of any action by Park Sierra unless the tenant has breached the terms of its lease.

(b) Park Sierra shall accept and fully utilize all renewals of project-based assistance under Section 8 of the Housing Act, if available, and if that assistance is at a level to maintain the Project's fiscal viability.

(c) Park Sierra shall accept all enhanced Section 8 of the Housing Act vouchers, if the tenants receive them, and all other Section 8 vouchers for future vacancies.

(d) Park Sierra shall not terminate a tenancy of any Very Low Income Tenants at the end of a lease term without demonstrating a breach of the lease.

(e) Park Sierra may, in selecting eligible applicants for the rental of units in the Project, utilize criteria that permit consideration of the amount of income, as long as Park Sierra adequately considers other factors relevant to an applicant's ability to pay rent.

(f) Park Sierra acknowledges that this Agreement is to be recorded in the County Recorder's Office for the County of Alameda, California, and that it restricts the rents and incomes of the Very Low Income Units as was required under the Original Regulatory Agreement to an equal or greater level of affordability than previously required under the Original Regulatory Agreement so that such units are affordable to households at the same or a lower percentage of area median income.

Section 4. Very Low Income Tenants. Pursuant to the applicable provisions of the Act and the requirements of the Authority, Park Sierra hereby represents, as of the date hereof, and warrants, covenants and agrees as follows:

(a) During the Compliance Period:

(i) Not less than twenty percent (20%) of the completed units in the Project shall be designated by Park Sierra (which designation may be revised from time to time at its sole option so long as the requirements of this Agreement are met on a continuous basis throughout the Compliance Period) as Very Low Income Units and shall be occupied, or held vacant and available for occupancy, by Very Low Income Tenants. All of the Very Low Income Units shall be generally distributed in terms of location and number of bedrooms throughout the Project. The Very Low Income Units shall be of comparable quality and offer a range of sizes and number of bedrooms comparable to those units which are available to other

tenants. Tenants in the Very Low Income Units shall have equal access and enjoyment to all common facilities of the Project.

(ii) The monthly rent paid by the persons occupying the Very Low Income Units shall be Affordable Rent.

(iii) Very Low Income Units shall remain available on a priority basis for occupancy by Very Low Income Tenants. A unit occupied by a Very Low Income Tenant who at the commencement of the occupancy is a Very Low Income Tenant shall be treated as occupied by a Very Low Income Tenant until a recertification of such tenant's income in accordance with Section 4(c) below demonstrates that such tenant no longer qualifies as a Very Low Income Tenant and thereafter any residential unit in the Project is occupied by a new resident other than a Very Low Income Tenant. Moreover, a unit previously occupied by a Very Low Income Tenant and then vacated shall be considered occupied by a Very Low Income Tenant until reoccupied, other than for a temporary period, at which time the character of the unit shall be redetermined. In no event shall such temporary period exceed thirty-one (31) days.

(iv) During the three years prior to expiration of the Compliance Period, Park Sierra shall continue to make available to Very Low Income Tenants, Very Low Income Units that have been vacated to the same extent other units in the Project are made available to noneligible households.

(b) Following the effective date of this Agreement, immediately prior to a Very Low Income Tenant's occupancy of a Very Low Income Unit, Park Sierra will obtain and maintain on file an Income Certification form, in the form of Exhibit C hereto, from each Very Low Income Tenant occupying a Very Low Income Unit, dated immediately prior to the initial occupancy of such Very Low Income Tenant in the Project. In addition, Park Sierra will provide such further information as may be required in the future by the State, the Authority and by the Act, as the same may be amended from time to time. Park Sierra shall verify that the income provided by an applicant is accurate by taking the following steps as a part of the verification process: (1) obtain a federal income tax return for the most recent tax year, (2) obtain a written verification of income and employment from applicant's current employer, (3) if an applicant is unemployed or did not file a tax return for the previous calendar year, obtain other verification of such applicant's income satisfactory to the Administrator or (4) such other information as may be reasonably requested by the Administrator.

Copies of the most recent Income Certifications for Very Low Income Tenants commencing or continuing occupancy of a Very Low Income Unit shall be attached to the quarterly reports to be filed with the Administrator pursuant to Section 4(f) within 10 days of the last day of each month during the Compliance Period.

(c) Following the effective date of this Agreement, immediately prior to the first anniversary date of the occupancy of a Very Low Income Unit by one or more Very Low Income Tenants, and on each anniversary date thereafter, Park Sierra shall recertify the income of the occupants of such Very Low Income Unit by obtaining a completed Income Certification based upon the current income of each occupant of the unit. In the event the recertification demonstrates that such household's income exceeds 140% of the income at which such household would qualify as Very Low Income Tenants, such household will no longer qualify as a Very Low Income Tenant and Park Sierra will rent the next available unit of comparable or smaller size to one or more Very Low Income Tenants and will not

rent any unit to tenants who are not Very Low Income Tenants until at least twenty percent (20%) of the units are again occupied by Very Low Income Tenants. No tenant in the Project shall be denied continued occupancy in the Project because, after occupancy, such tenant's household income increases such that the income for such household will no longer qualify such household as Very Low Income Tenants. An "available" unit is one that is unoccupied by a tenant. Park Sierra shall notify any Very Low Income Tenant of any determination that they no longer qualify as a Low Income Tenant and of any rent increase as a result thereof ninety (90) days prior to any such rent increases.

(d) [intentionally omitted]

(e) Park Sierra will maintain complete and accurate records pertaining to the Very Low Income Units, and will permit (upon reasonable notice and during business hours) any duly authorized representative of the Authority or the Administrator to inspect the books and records of Park Sierra pertaining to the Project, including those records pertaining to the occupancy of the Very Low Income Units.

(f) Park Sierra will prepare and submit to the Authority and the Administrator, if different from the Authority, quarterly within ten days after each January 1, April 1, July 1 and October 1 thereafter during the Compliance Period, a Certificate of Continuing Program Compliance executed by Park Sierra stating (i) the percentage of the dwelling units of the Project which were occupied or deemed occupied, pursuant to subsection (a) hereof, by Very Low Income Tenants during such period, and (ii) that either (A) no unremedied default has occurred under this Agreement or any of the Other Affordability Agreements or (B) a default has occurred, in which event the certificate shall describe the nature of the default and set forth the measures being taken by Park Sierra to remedy such default.

(g) Park Sierra shall accept as tenants on the same basis as all other prospective tenants, including persons who are recipients of federal certificates or vouchers for rent subsidies pursuant to the existing program under Section 8 of the Housing Act, or its successor. Park Sierra shall not apply selection criteria to Section 8 certificate or voucher holders that are more burdensome than criteria applied to all other prospective tenants and Park Sierra shall not refuse to rent to any Very Low Income Tenant on the basis of household size as long as such household size does not exceed three persons for a one bedroom unit, five persons for a two bedroom unit and seven persons for a three bedroom unit. Park Sierra shall not collect any additional fees or payments from a Very Low Income Tenant except security deposits or other deposits required of all tenants. Park Sierra shall not collect security deposits or other deposits from Section 8 certificate or voucher holders in excess of private market practice, or in excess of amounts charged by Park Sierra to unassisted tenants. Park Sierra shall not discriminate against Very Low Income Tenant applicants on the basis of source of income (e.g., TANF or SSI), and Park Sierra shall consider a prospective tenant's previous rent history of at least one year as evidence of the ability to pay the applicable rent (ability to pay shall be demonstrated if a Very Low Income Tenant can show that the same percentage or more of the tenant's income has been paid for rent in the past as will be required to be paid for the rent applicable to the Very Low Income Unit to be occupied provided that such Very Low Income Tenant's expenses have not materially increased).

(h) Each lease pertaining to a Very Low Income Unit shall contain a provision to the effect that Park Sierra has relied on the income certification and supporting information supplied by the Very Low Income Tenant in determining qualification for occupancy of the Very Low Income Unit, and that any material misstatement in such

certification (whether or not intentional) will be cause for immediate termination of such lease. Each lease may also contain a provision that failure to cooperate with the annual recertification process reasonably instituted by Park Sierra pursuant to Section 4(c) above may at the option of Park Sierra disqualify the unit as a Very Low Income Unit or provide grounds for termination of the lease.

(i) Subject to the provisions of the last sentence of this Section 4(i), to cause the Project to meet the requirements with respect to Very Low Income Tenants of subsection (a)(i) above, if and to the extent reasonably necessary, in the opinion of counsel to the Authority, to comply with applicable requirements of the Act and the Government Code, Park Sierra hereby grants to the Authority, for the Compliance Period, the option to lease for the customary term of and on the currently used lease forms of Park Sierra for the tenant leases from time to time up to as many units as necessary to meet the requirements of subsection (a)(i) above the Project for a rental of \$1.00 per unit per year for the purpose of subleasing such units to Very Low Income Tenants. The Authority shall charge a rent under any such sublease which is not less than the rental charged by Park Sierra for a comparable unit in the Project, or such lesser rents as is necessary, in the Authority's sole discretion, to rent such units. Park Sierra shall have the right to continue to lease units to Very Low Income Tenants in order to meet the requirements of subsection (a)(i) above, while any units in this Project are subject to the Authority's option to sublease such units and any units so leased by Park Sierra shall reduce the number of units subject to the Authority's sublease option accordingly. Any rental paid under any such sublease shall be paid to Park Sierra after the Authority has been reimbursed for any reasonable expenses incurred in connection with such sublease. The Authority shall assign any subleases entered into pursuant to this subsection (i) to Park Sierra, as lessor, once the requirements of subsection (a)(i) have been met and shall discontinue such subleasing activities with respect to the particular non-compliance with subsection (a)(i). The Authority shall give Park Sierra an accounting of all rentals received pursuant to any such sublease, all expenses of the Authority for which the Authority has been reimbursed from such rentals. The Authority shall not exercise the option granted in this paragraph unless Park Sierra shall have had notice and an opportunity to cure any noncompliance with the provisions of this Agreement as provided in Section 10, and such noncompliance shall have remained uncured for a period of sixty (60) days after delivery to Park Sierra of such notice.

Section 5. Requirements of the Authority. Park Sierra hereby agrees to the following requirements of the Authority:

(a) The rent for the Very Low Income Tenants in the Very Low Income Units at the end of the Compliance Period shall remain Affordable Rent, as required by Section 4(a)(ii), for a period of two years following the end of the Compliance Period.

(b) If any of the tenants that occupied the Very Low Income Units at the end of the Compliance Period still reside in those units at the end of the two-year period referred to in Section 5(a) (the "Low Income Occupied Units"), Park Sierra shall calculate, as of the end of such two years, the difference between then market rate rent for each Low Income Occupied Unit and the then rent being charged for the Low Income Occupied Unit (the "Rent Differential"). Each year, for a three year period, Park Sierra shall not increase the rent for any Low Income Occupied Unit to an amount in excess of one-third of the Rent Differential together with any increase in Affordable Rent for the subject unit for the applicable year over that in effect for the most recent preceding year.

Section 6. Indemnification. Park Sierra hereby covenants and agrees that it shall hold harmless, defend and indemnify the Authority its commissioners, officers and employees against all loss, costs, damages, expenses, suits, judgments, actions and liabilities of whatever nature (including, without limitation, attorneys' fees, litigation and court costs, amounts paid in settlement, and amounts paid to discharge judgments) directly or indirectly resulting from or arising out of or related to (a) the operation, use, occupancy, maintenance, or ownership of the Project (including compliance with laws, ordinances and rules and regulations of public authorities relating thereto), and (b) Section 65863.10 of the Government Code to the extent applicable to the Project. Park Sierra also shall pay and discharge and shall indemnify and hold harmless the Authority from (a) any lien or charge upon payments by Park Sierra to the Authority hereunder and (b) any taxes (including, without limitation, all ad valorem taxes and sales taxes), assessments, impositions and other charges in respect of any portion of the Project. If any such claim is asserted, or any such lien or charge upon payments, or any such taxes, assessments, impositions or other charges, are sought to be imposed, the Authority shall give prompt notice to Park Sierra, and Park Sierra shall have the sole right and duty to assume, and will assume, the defense thereof, including the employment of counsel approved by the indemnified party in such party's sole discretion, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole discretion; provided that the Authority shall have the right to review and approve or disapprove any such compromise or settlement. Each indemnified party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and Park Sierra shall pay the reasonable fees and expenses of such separate counsel; provided, however, such parties may only employ separate counsel at the expense of Park Sierra if in their respective judgment a conflict of interest exists by reason of common representation or if all parties commonly represented do not agree as to the action (or inaction) of counsel.

In addition thereto, Park Sierra will pay upon demand all of the fees and expenses paid or incurred by the Authority in enforcing the provisions hereof.

Section 7. Sale or Transfer of the Project. Park Sierra hereby covenants and agrees not to sell, transfer or otherwise dispose of the Project, or any portion thereof (other than for individual tenant use as contemplated hereunder), without obtaining the prior written consent of the Authority, which consent shall not be unreasonably withheld and in the sole discretion of the Executive Director of the Authority may be given without further action by the Board of Commissioners of the Authority, and receipt by the Authority of (i) evidence satisfactory to the Authority that Park Sierra's purchaser or transferee has assumed in writing and in full, Park Sierra's duties and obligations under this Agreement, (ii) an opinion of counsel of the transferee that the transferee has duly assumed the obligations of Park Sierra under this Agreement and that such obligations and this Agreement are binding on the transferee, and (iii) evidence that no event of default exists under this Agreement and payment of all fees and expenses of the Authority due under this Agreement are current. It is hereby expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of this Section 7 shall be null, void and without effect, shall cause a reversion of title to Park Sierra, and shall be ineffective to relieve Park Sierra of its obligations under this Agreement. Not less than 30 days prior to consummating any sale, transfer or disposition of any interest in the Project, Park Sierra shall deliver to the Authority a notice in writing explaining the nature of the proposed transfer.

Section 8. Term. This Agreement and all and several of the terms hereof shall become effective upon its execution and the termination of the Original Regulatory Agreement and shall remain in full force and effect during the Compliance Period, except that in any event the provisions of Section 5 shall remain in effect until they are fully satisfied. Notwithstanding any other provisions of this Agreement to the contrary, this entire Agreement, or any of the provisions

or sections hereof, may be terminated upon agreement by the Authority in its sole and absolute discretion.

Section 9. Covenants to Run With the Land. Park Sierra hereby subjects the Project (including its interests in the Site) to the covenants, reservations and restrictions set forth in this Agreement. The Authority and Park Sierra hereby declare their express intent that the covenants, reservations and restrictions set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon Park Sierra's successors in title to the Project; provided, however, that on the termination of this Agreement said covenants, reservations and restrictions shall expire. Each and every contract, deed or other instrument hereafter executed covering or conveying the Project or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instruments. No breach of any of the provisions of this Agreement shall defeat or render invalid the lien of a mortgage made in good faith and for value encumbering the Site.

Section 10. Enforcement. If Park Sierra defaults in the performance or observance of any covenant, agreement or obligation of Park Sierra set forth in this Agreement, and if such default remains uncured for a period of sixty (60) days after notice thereof shall have been given by the Authority to Park Sierra (provided, however, that the Authority may at its sole option extend such period in its sole and absolute discretion), then the Authority may declare an "event of default" to have occurred hereunder, and may take any one or more of the following steps:

- (a) by mandamus or other suit, action or proceeding at law or in equity, require Park Sierra to perform its obligations and covenants hereunder or enjoin any acts or things which may be unlawful or in violation of the rights of the Authority hereunder;
- (b) have access to and inspect, examine and make copies of all of the books and records of Park Sierra pertaining to the Project; or
- (c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of Park Sierra hereunder.

Section 11. Recording and Filing. Park Sierra shall cause this Agreement and all amendments and supplements hereto, to be recorded and filed in the real property records of the County of Alameda, California, and in such other places as the Authority may reasonably request. Park Sierra shall pay all fees and charges incurred in connection with any such recording.

Section 12. Payment of Fees. Throughout the term of this Agreement, Park Sierra shall continue to pay to the Authority its administrative fee described below and upon the occurrence of an event of default hereunder, to the Authority reasonable compensation for any services rendered by it hereunder and reimbursement for all expenses reasonably incurred by it in connection therewith.

Park Sierra shall pay to the Authority an annual administrative fee of the Authority, in annual installments, in arrears commencing April 1, 2019 and on April 1 of each year thereafter, an amount equal to \$35,875.00. The fee of the Authority referenced in this Section shall in no way limit amounts payable by Park Sierra under Section 6 or 10 hereof, or otherwise arising in connection with the Authority's enforcement of the provisions of this Agreement.

In case any action at law or in equity, including an action for declaratory relief, is brought against Park Sierra to enforce the provisions of this Agreement, Park Sierra agrees to pay

reasonable attorney's fees and other reasonable expenses incurred by the Authority and/or the Administrator in connection with such action.

Section 13. Governing Law. This Agreement shall be governed by the laws of the State applicable to contracts made and performed in the State.

Section 14. Amendments. This Agreement shall be amended only by a written instrument executed by the parties hereto or their successors in title, and duly recorded in the real property records of the County of Alameda, California.

Section 15. Notice. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given on the date personally delivered or on the second day following the date on which the same have been mailed by first class mail, postage prepaid, addressed as follows:

Authority or the Administrator:	Housing Authority of the County of Alameda 22941 Atherton Street Hayward, California 94541-6633 Attention: Executive Director
---------------------------------	--

Park Sierra:	Park Sierra Owner, LLC c/o J.F. Shea Co., Inc. 655 Brea Canyon Road Walnut, California 91789 Attention: Jim Shontere
--------------	--

Either of the foregoing parties may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, documents or other communications shall be sent.

Section 16. Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portions hereof shall not in any way be affected or impaired thereby.

Section 17. Representations. Each party to this Agreement, by its execution hereof, represents and warrants to each other party hereto that this Agreement has been executed by its duly authorized officer and that this Agreement is a legal, valid and binding obligation of it, enforceable against it in accordance with the terms hereof.

Section 18. Execution in Counterparts. This Agreement may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement.

Section 19. Conflict With Other Affordability Agreements. Notwithstanding any provision in this Agreement to the contrary, in the event of any conflict between the provisions of this Agreement and any other agreement that imposes affordability requirements on the Project, including but not limited to the Other Affordability Agreements, the provisions providing for the most affordable units, with the most affordability, in the Project shall prevail. Notwithstanding the foregoing, a breach or default under any agreement referred to in this Section 19 shall not, in itself, constitute a breach or a default under this Agreement.

Section 20. Freddie Mac Rider. The provisions of Exhibit B hereto are by this reference incorporated herein. In the event of a conflict between the provisions of this Agreement and those of Exhibit B, the provisions of Exhibit B shall prevail.

Section 21. Effective Date. This Agreement shall be deemed to be effective upon the last to occur of the following: (a) the execution and delivery of this Agreement by the parties hereto, (b) the termination of the Original Regulatory Agreement, and (c) recordation of this Agreement in the Alameda County, California Recorder's Office.

Section 22. Governing Law. This Agreement shall be governed by the laws of the State, as applicable to contracts made and performed in the State.

Section 23. Entire Agreement. It is understood that there are no oral agreements between the parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all previous negotiations and understandings, if any, among the parties hereto and none will be used to interpret or construe this Agreement.

IN WITNESS WHEREOF, the Authority and Park Sierra have executed this Agreement, in each case as of the date first indicated above.

PARK SIERRA OWNER, LLC, a Delaware limited liability company

By: Park Sierra, LLC, a California limited liability company, its sole member

By: Shea Properties Management Company, Inc., a Delaware corporation, its Manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

By: _____
Christine Gouig,
Executive Director

04002.02:J15079

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Christine Gouig
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF PROJECT SITE

The land referred to in this Agreement is situated in the City of Dublin, County of Alameda, State of California, and is described as follows:

PARCEL ONE:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP 7157 FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA ON DECEMBER 14, 1998, IN BOOK 243 OF MAPS AT PAGES 58-63.

EXCEPTING THEREFROM THAT PORTION OF THE LAND GRANTED TO THE DUBLIN SAN RAMON SERVICES DISTRICT IN THAT GRANT DEED RECORDED MARCH 8, 2000 AS INSTRUMENT NO. 2000-69391 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LAND GRANTED TO THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT IN THAT GRANT DEED RECORDED MAY 23, 2002 AS INSTRUMENT NO. 2002-230076 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM: ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITING, THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER, WITHOUT ANY RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, ITS SUCCESSOR AND ASSIGNS IN THE DEED RECORDED OCTOBER 25, 1996, SERIES NO. 96-273617, ALAMEDA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR (1) INGRESS AND EGRESS OF EMERGENCY VEHICLES, SUCH AS POLICE, FIRE AND AMBULANCES AND (2) EGRESS FROM PARCEL ONE ABOVE BY VEHICLES OF THE RESIDENCE, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "GRANT OF EASEMENT" RECORDED OCTOBER 25, 1996 AS INSTRUMENT NO. 96273618 OF OFFICIAL RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR PUBLIC UTILITY PURPOSES WHICH EASEMENT PROVIDES FOR AMONG OTHER THINGS, THE INSTALLATION MAINTENANCE AND REPAIRING UNDERGROUND PIPE LINES, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "GRANT OF EASEMENT AND AGREEMENT" RECORDED MAY 13, 1999 AS INSTRUMENT NO. 99185347 OF OFFICIAL RECORDS.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR THE INSTALLATION OF FOOTINGS FOR A RETAINING WALL AND THE INSTALLATION AND MAINTENANCE OF LANDSCAPING ALONG THE RETAINING WALL, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "GRANT OF EASEMENTS" RECORDED JUNE 18, 1999 AS INSTRUMENT NO. 99227595 OF OFFICIAL RECORDS.

APN: 941-0205-042-04

EXHIBIT B**FREDDIE MAC RIDER
TO
REGULATORY AGREEMENT**

This Freddie Mac Rider (the "Rider") is attached to and forms a part of the REGULATORY AGREEMENT, dated April 2, 2018 (the "Regulatory Agreement"), by and between the HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA, a political subdivision and body, corporate and politic, of the State of California (together with any successor to its rights, duties and obligations, the "Authority") and PARK SIERRA OWNER, LLC, a Delaware limited liability company (together with any successor to its rights, duties and obligations hereunder and as owner of the Property identified herein, "Park Sierra").

1. **Definitions.** Terms used in this Rider as defined terms shall have the meanings given those terms in the Regulatory Agreement. In addition, the following terms shall have the following meanings:

"Freddie Mac" means the Federal Home Loan Mortgage Corporation, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States, and its successors and assigns.

"Loan" means the loan to Park Sierra pursuant to the Loan Documents, which Loan is to be assigned to the Freddie Mac.

"Loan Agreement" means the Loan Agreement dated as of April 2, 2018, between Park Sierra and the Servicer, as such Loan Agreement may from time to time be amended or supplemented.

"Loan Documents" means the Note, the Mortgage, the Loan Agreement, and any and all other instruments documenting, evidencing, securing or otherwise relating to the Loan.

"Mortgage" means the Multifamily Deed of Trust, Assignment of Rents, Security Agreement and Fixture Filing, together with all riders thereto, securing the Note, to be executed by Park Sierra with respect to the Project, as it may be amended, modified, supplemented or restated from time to time.

"Note" means the Multifamily Note, including applicable addenda, to be executed by Park Sierra in favor of the Servicer, evidencing Park Sierra's financial obligations under the Loan, and to be endorsed by Servicer, without recourse, to the order of Freddie Mac, as the same may be amended, modified, supplemented or restated from time to time.

"Servicer" means Walker & Dunlop, LLC, or any successor Servicer selected by Freddie Mac.

2. **Applicability.** The provisions of this Rider shall amend and supplement the provisions of, and in the event of a conflict shall supersede the conflicting provisions of, the Regulatory Agreement.

3. **Indemnification.** Inasmuch as the covenants, reservations and restrictions of the Regulatory Agreement run with the land, the indemnification obligations of Park Sierra

contained in the Regulatory Agreement will be deemed applicable to any successor in interest to Park Sierra, but, it is acknowledged and agreed, notwithstanding any other provision of the Regulatory Agreement to the contrary, that neither Freddie Mac nor any successor in interest to Freddie Mac will assume or take subject to any liability for the indemnification obligations of Park Sierra for acts or omissions of Park Sierra prior to any transfer of title to Freddie Mac, whether by foreclosure, deed in lieu of foreclosure or comparable conversion of the Loan. Park Sierra shall remain liable under the indemnification provisions for its acts and omissions prior to any transfer of title to Freddie Mac. Freddie Mac shall indemnify the Authority following acquisition of the Project by Freddie Mac, by foreclosure, deed in lieu of foreclosure or comparable conversion of the Loan, during, and only during, any ensuing period that Freddie Mac owns and operates the Property, provided that Freddie Mac's liability shall be strictly limited to acts and omissions of Freddie Mac occurring during the period of ownership and operation of the Property by Freddie Mac. Park Sierra shall remain liable under the Regulatory Agreement for its actions and omissions prior to any transfer of title to Freddie Mac.

4. Sale or Transfer. Restrictions on sale or transfer of the Property or of any interest in Park Sierra, Authority consents, transferee agreements, transferee criteria and requirements, opinion requirements, assumption fees, transfer fees, penalties and the like shall not apply to any transfer of title to the Property to Freddie Mac or to a third party by foreclosure, deed in lieu of foreclosure or comparable conversion of the Loan or to any subsequent transfer by Freddie Mac following foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Loan. No transfer of the Property shall operate to release Park Sierra from its obligations under the Regulatory Agreement that arose during the period of its ownership of the Property. Nothing contained in the Regulatory Agreement shall affect any provision of the Mortgage or any of the other Loan Documents that requires Park Sierra to obtain the consent of Freddie Mac as a precondition to sale, transfer or other disposition of, or any direct or indirect interest in, the Property or of any direct or indirect interest in Park Sierra, excluding transfers permitted by the Mortgage or Loan Agreement. No covenant obligating Park Sierra to obtain an agreement from any transferee to abide by all requirements and restrictions of the Regulatory Agreement shall have any applicability to a transfer to Freddie Mac upon foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Loan by Freddie Mac, or to any subsequent transfer by Freddie Mac following foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Loan. Any written consent to a sale or transfer obtained from the Authority must be deemed to constitute conclusive evidence that the sale or transfer is not a violation of the transfer provisions.

5. Enforcement. Notwithstanding anything contained in the Regulatory Agreement to the contrary:

- (i) the occurrence of an event of default under the Regulatory Agreement shall not, under any circumstances whatsoever, be deemed or constitute a default under the Loan Documents, except as may be otherwise specified in the Loan Documents; and
- (ii) the occurrence of an event of default under the Regulatory Agreement shall not impair, defeat or render invalid the lien of the Mortgage.

No person other than Freddie Mac shall have the right to (a) declare the principal balance of the Note to be immediately due and payable or (b) commence foreclosure or other like action with respect to the Mortgage. The Authority acknowledges the foregoing limitations.

The foregoing prohibitions and limitations are not intended to limit the rights of the Authority to specifically enforce the Regulatory Agreement or to seek injunctive relief in order to provide for the operation of the Property in accordance with the requirements of the Regulatory Agreement and applicable California law. Accordingly, upon any default by Park Sierra, the

Authority may seek specific performance of the Regulatory Agreement or enjoin acts which may be in violation of the Regulatory Agreement or unlawful, but the Authority may not seek any form of monetary recovery from Park Sierra, although the Authority may seek to enforce a claim for indemnification, provided that no obligation of Park Sierra under the Regulatory Agreement, including, without limitation, any indemnification obligation, any other obligation for the payment of money, any claim and any judgment for monetary damages against Park Sierra, occasioned by breach or alleged breach by Park Sierra of its obligations under the Regulatory Agreement or otherwise, shall be secured by or in any manner constitute a lien on, or security interest in, the Property, whether in favor of the Authority or any other person, and all such obligations shall be, and by this Rider are, subordinate in priority, in right to payment and in all other respects to the obligations, liens, rights (including without limitation the right to payment) and interests arising or created under the Loan Documents. Accordingly, the Authority shall not have the right to enforce any monetary obligation other than directly against Park Sierra, without recourse to the Property. In addition, any such enforcement must not cause Park Sierra to file a petition seeking reorganization, arrangement, adjustment or composition of or in respect of Park Sierra under any applicable liquidation, insolvency, bankruptcy, rehabilitation, composition, reorganization, conservation or other similar law in effect now or in the future.

The obligations of any owner under the Regulatory Agreement shall be personal to the entity who was the owner at the time that an event, including, without limitation, any default or breach of the Regulatory Agreement, occurred or was alleged to have occurred, and such person shall remain liable for any and all such obligations, including damages occasioned by a default or breach, even after such person ceases to be the owner of the Property. Accordingly, no subsequent owner of the Property shall be liable or obligated for the obligation of any prior owner (including Park Sierra), including, but not limited to, any obligation for payment, indemnification or damages, for default or breach of the Regulatory Agreement or otherwise. The owner of the Property at the time the obligation was incurred, including any obligation arising out of a default or breach of the Regulatory Agreement, shall remain liable for any and all payments and damages occasioned by the owner even after such person ceases to be the owner of the Property, and no person seeking such payments or damages shall have recourse against the Property.

Under no circumstances shall the Authority:

- (i) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of Park Sierra to timely pay the principal of, interest on, or other amounts due and payable under, the Loan;
- (ii) interfere with or attempt to influence the exercise by Freddie Mac of any of its rights under the Loan, including, without limitation, Freddie Mac's remedial rights under the Loan Documents upon the occurrence of an event of default by Park Sierra under the Loan; or
- (iii) upon the occurrence of an event of default under the Loan, take any action to accelerate or otherwise enforce payment or seek other remedies with respect to the Loan.

6. Notice of Violations. Promptly upon determining that a violation of the Regulatory Agreement has occurred, the Authority will endeavor to, by notice in writing to Park Sierra, the Servicer and Freddie Mac, inform Park Sierra, the Servicer and Freddie Mac that such violation has occurred, the nature of the violation and that the violation has been cured or has not been cured, but is curable within a reasonable period of time, or is incurable; notwithstanding the occurrence of such violation, the Authority shall not have, and acknowledges that it shall not have, any right to cause or direct acceleration of the Loan, to enforce the Note or to foreclose on the Mortgage.

7. Amendments. The Regulatory Agreement shall not be amended without the prior written consent of Freddie Mac.

8. Fees; Penalties. Freddie Mac shall not be liable for the payment of any compensation or any accrued unpaid fees, costs, expenses or penalties otherwise owed by Park Sierra or any subsequent owner of the Property prior to the date of acquisition of the Property by Freddie Mac, whether such acquisition is by foreclosure, deed-in-lieu of foreclosure or comparable conversion of the Loan.

9. Subordination. The terms, covenants and restrictions of the Regulatory Agreement are and shall at all times remain subject and subordinate, in all respects, to the liens, rights and interests created under the Loan Documents.

10. Third-Party Beneficiary. The parties to the Regulatory Agreement recognize and agree that the terms of the Regulatory Agreement and the enforcement of those terms are of interest to Freddie Mac. Freddie Mac shall accordingly have contractual rights in the Regulatory Agreement and shall be entitled (but not obligated) to enforce, separately or jointly with the Authority, the terms of the Regulatory Agreement. In addition, Freddie Mac is intended to be and shall be a third-party beneficiary of the Regulatory Agreement.

11. Notices. Copies of all notices under the Regulatory Agreement shall be sent to the Servicer at the address set forth below or to such other address as the Servicer may from time to time designate:

Walker & Dunlop, LLC
7501 Wisconsin Avenue, Suite 1200E
Bethesda, Maryland 20814-6531
Attention: Loan Servicing

Any notice to be given to Freddie Mac shall be sent to Freddie Mac at the address set forth below or to such other address as Freddie Mac may from time to time designate:

Federal Home Loan Mortgage Corporation
8100 Jones Branch Drive, Mail Stop B4F
McLean, Virginia 22102
Attention: Director of Multifamily Loan Servicing
Facsimile: (703) 714-3003
Telephone: (703) 903-2000

EXHIBIT C

FORM OF INCOME CERTIFICATION

TENANT INCOME CERTIFICATION

Initial Certification 1- Recertification Other:

Effective Date:
Move-in Date:
(YYYY-MM-DD)

PART I - DEVELOPMENT DATA

Property Name: Park Sierra at Iron Horse Trail County: Alameda BIN #:
Address: 6450 Dougherty Road, Dublin, CA Unit Number: # Bedrooms:

PART II. HOUSEHOLD COMPOSITION

Vacant

HH Mbr #	Last Name	First Name	Middle Initial	Relationship to Head of Household	Date of Birth (YYYY/MM//D D)	F/T Student (Y or N)	Last 4 digits of Social Security #
1				HEAD			
2							
3							
4							
5							
6							
7							

PART III. GROSS ANNUAL INCOME (USE ANNUAL AMOUNTS)

HH Mbr #	(A) Employment or Wages	(B) Soc. Security/Pensions	(C) Public Assistance	(D) Other Income

TOTALS \$ \$ \$ \$

Add totals from (A) through (D), above

TOTAL INCOME (E):

\$

PART IV. INCOME FROM ASSETS

Hshld Mbr #	(F) Type of Asset	(G) C/I	(H) Cash Value of Asset	(I) Annual Income from Asset

TOTALS: \$

\$

Enter Column (H) Total Passbook Rate = (J) Imputed Income
If over \$5000 \$ X 2.00%

\$

Enter the greater of the total of column I, or J: imputed income **TOTAL INCOME FROM ASSETS (K)**

\$

(L) Total Annual Household Income from all Sources [Add (E) + (K)]

\$

Effective Date of Move-in Income Certification:
Household Size at Move-in Certification:

HOUSEHOLD CERTIFICATION & SIGNATURES

The information on this form will be used to determine maximum income eligibility. I/we have provided for each person(s) set forth in Part II acceptable verification of current anticipated annual income. I/we agree to notify the landlord immediately upon any member of the household moving out of the unit or any new member moving in. I/we agree to notify the landlord immediately upon any member becoming a full time student.

Under penalties of perjury, I/we certify that the information presented in this Certification is true and accurate to the best of my /our knowledge and belief. The undersigned further understands that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in the termination of the lease agreement.

Signature

(Date)

Signature

(Date)

Signature

(Date)

Signature

(Date)

PART V. DETERMINATION OF INCOME ELIGIBILITY			
TOTAL ANNUAL HOUSEHOLD INCOME FROM ALL SOURCES: From item (L) on page 1	<div style="border: 2px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> \$	Unit Meets Income Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %	RECERTIFICATION ONLY: Current Income Limit x 140%: \$ _____ Household Income exceeds 140% at recertification: <input type="checkbox"/> Yes <input type="checkbox"/> No
Current Income Limit per Family Size:	\$ _____		
Household Income at Move-in:	\$ _____	Household Size at Move-in:	_____

PART VI. RENT			
Tenant Paid Rent	\$ _____	Rent Assistance:	\$ _____
Utility Allowance	\$ _____	Other non-optional charges:	\$ _____
GROSS RENT FOR UNIT: (Tenant paid rent plus Utility Allowance & other non-optional charges)	<div style="border: 2px solid black; width: 100%; height: 30px; margin-bottom: 5px;"></div> \$	Unit Meets Rent Restriction at: <input type="checkbox"/> 60% <input type="checkbox"/> 50% <input type="checkbox"/> 40% <input type="checkbox"/> 30% <input type="checkbox"/> %	
Maximum Rent Limit for this unit:	\$ _____		

PART VII. STUDENT STATUS		
ARE ALL OCCUPANTS FULL TIME STUDENTS? <input type="checkbox"/> yes <input type="checkbox"/> no	If yes, Enter student explanation* (also attach documentation) <div style="border: 1px solid black; width: 100%; height: 20px; margin-top: 5px; text-align: center;">Enter 1-5</div>	*Student Explanation: 1 AFDC / TANF Assistance 2 Job Training Program 3 Single Parent/Dependent Child 4 Married/ Joint Return 5 Former Foster Care

PART VIII. PROGRAM TYPE				
Mark the program(s) listed below (a. through e.) for which this household's unit will be counted toward the property's occupancy requirements. Under each program marked, indicate the household's income status as established by this certification/recertification.				
a. Tax Credit <input type="checkbox"/> See Part V above.	b. HOME <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> ≤ 50% AMGI <input type="checkbox"/> ≤ 60% AMGI <input type="checkbox"/> ≤ 80% AMGI <input type="checkbox"/> OI**	c. Tax Exempt <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 60% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	d. AHDP <input type="checkbox"/> <i>Income Status</i> <input type="checkbox"/> 50% AMGI <input type="checkbox"/> 80% AMGI <input type="checkbox"/> OI**	e. _____ <input type="checkbox"/> (Name of Program) <i>Income Status</i> <input type="checkbox"/> _____ <input type="checkbox"/> _____ <input type="checkbox"/> OI**
** Upon recertification, household was determined over-income (OI) according to eligibility requirements of the program(s) marked above.				

SIGNATURE OF OWNER/REPRESENTATIVE

Based on the representations herein and upon the proof and documentation required to be submitted, the individual(s) named in Part II of this Tenant Income Certification is/are eligible under the provisions of Section 42 of the Internal Revenue Code, as amended, and the Land Use Restriction Agreement (if applicable), to live in a unit in this Project.

SIGNATURE OF OWNER/REPRESENTATIVE

DATE

INSTRUCTIONS FOR COMPLETING TENANT INCOME CERTIFICATION

This form is to be completed by the owner or an authorized representative.

Part I - Project Data

Check the appropriate box for Initial Certification (move-in), Recertification (annual recertification), or Other. If Other, designate the purpose of the recertification (i.e., a unit transfer, a change in household composition, or other state-required recertification).

- *Move-in Date Enter the date the tenant has or will take occupancy of the unit. (YYYY-MM-DD)
- *Effective Date Enter the effective date of the certification. For move-in, this should be the move-in date. For annual recertification, this effective date should be no later than one year from the effective date of the previous (re)certification. (YYYY-MM-DD)
- Property Name Enter the name of the development.
- County Enter the county (or equivalent) in which the building is located.
- BIN # Enter the Building Identification Number (BIN) assigned to the building (from IRS Form 8609).
- Address Enter the address of the building.
- Unit Number Enter the unit number.
- # Bedrooms Enter the number of bedrooms in the unit.
- *Vacant Unit Check if unit was vacant on December 31 of requesting year.

Part II - Household Composition

List all occupants of the unit. State each household member's relationship to the head of household by using one of the following coded definitions:

- | | | | | | |
|---|---|-------------------|---|---|----------------------------|
| H | - | Head of Household | S | - | Spouse |
| A | - | Adult co-tenant | O | - | Other family member |
| C | - | Child | F | - | Foster child(ren)/adult(s) |
| L | - | Live-in caretaker | N | - | None of the above |

Enter the date of birth, student status, and last four digits of social security number or alien registration number for each occupant. If tenant does not have a Social Security Number (SSN) or alien registration number, please enter the numerical birth month and last two digits of birth year (e.g. birthday January 1, 1970, enter "0170"). If tenant has no SSN number or date of birth, please enter the last 4 digits of the BIN.

If there are more than 7 occupants, use an additional sheet of paper to list the remaining household members and attach it to the certification.

Part III - Annual Income

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income, including acceptable forms of verification.

From the third party verification forms obtained from each income source, enter the gross amount anticipated to be received for the twelve months from the effective date of the (re)certification. Complete a separate line for each income-earning member. List **each** respective household member number from Part II. Include anticipated income only if documentation exists verifying pending employment. If any adult states zero-income, please note "zero" in the columns of Part III.

- Column (A) Enter the annual amount of wages, salaries, tips, commissions, bonuses, and other income from employment; distributed profits and/or net income from a business.
- Column (B) Enter the annual amount of Social Security, Supplemental Security Income, pensions, military retirement, etc.
- Column (C) Enter the annual amount of income received from public assistance (i.e., TANF, general assistance, disability, etc.).
- Column (D) Enter the annual amount of alimony, child support, unemployment benefits, or any other income regularly received by the household.
- Row (E) Add the totals from columns (A) through (D), above. Enter this amount.

Part IV - Income from Assets

See HUD Handbook 4350.3 for complete instructions on verifying and calculating income from assets, including acceptable forms of verification.

From the third party verification forms obtained from each asset source, list the gross amount anticipated to be received during the twelve months from the effective date of the certification. List the respective household member number from Part II and complete a separate line for each member.

- Column (F) List the type of asset (i.e., checking account, savings account, etc.)
- Column (G) Enter C (for current, if the family currently owns or holds the asset), or I (for imputed, if the family has disposed of the asset for less than fair market value within two years of the effective date of (re)certification).
- Column (H) Enter the cash value of the respective asset.
- Column (I) Enter the anticipated annual income from the asset (i.e., savings account balance multiplied by the annual interest rate).
- TOTALS Add the total of Column (H) and Column (I), respectively.

If the total in Column (H) is greater than \$5,000, you must do an imputed calculation of asset income. Enter the Total Cash Value, multiply by 2% and enter the amount in (J), Imputed Income.

- Row (K) Enter the greater of the total in Column (I) or (J)
- Row (L) Total Annual Household Income From all Sources Add (E) and (K) and enter the total
- *Effective Date of Income Certification Enter the effective date of the income certification corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the effective date listed in Part I.
- *Household Size at Certification Enter the number of tenants corresponding to the total annual household income entered in Box L. If annual income certification is not required, this may be different from the number of tenants listed in Part II.

HOUSEHOLD CERTIFICATION AND SIGNATURES

After all verifications of income and/or assets have been received and calculated, each household member age 18 or older must sign and date the Tenant Income Certification. For move-in, it is recommended that the Tenant Income Certification be signed no earlier than 5 days prior to the effective date of the certification.

Part V – Determination of Income Eligibility

Total Annual Household Income from all Sources	Enter the number from item (L).
Current Income Limit per Family Size	Enter the Current Move-in Income Limit for the household size.
Household income at move-in Household size at move-in	For recertifications, only. Enter the household income from the move-in certification. On the adjacent line, enter the number of household members from the move-in certification.
Current Income Limit x 140%	For recertifications only. Multiply the Current Maximum Move-in Income Limit by 140% and enter the total. 140% is based on the Federal Set-Aside of 20/50 or 40/60, as elected by the owner for the property, not deeper targeting elections of 30%, 40%, 45%, 50%, etc. Below, indicate whether the household income exceeds that total. If the Gross Annual Income at recertification is greater than 140% of the current income limit, then the available unit rule must be followed.
*Units Meets Income Restriction at	Check the appropriate box for the income restriction that the household meets according to what is required by the set-aside(s) for the project.

Part VI - Rent

Tenant Paid Rent	Enter the amount the tenant pays toward rent (not including rent assistance payments such as Section 8).
Rent Assistance	Enter the amount of rent assistance, if any.
Utility Allowance	Enter the utility allowance. If the owner pays all utilities, enter zero.
Other non-optional charges	Enter the amount of <u>non-optional</u> charges, such as mandatory garage rent, storage lockers, charges for services provided by the development, etc.
Gross Rent for Unit	Enter the total of Tenant Paid Rent plus Utility Allowance and other non-optional charges.
Maximum Rent Limit for this unit	Enter the maximum allowable gross rent for the unit.
Unit Meets Rent Restriction at	Check the appropriate rent restriction that the unit meets according to what is required by the set-aside(s) for the project.

Part VII - Student Status

If all household members are full time* students, check “yes”. If at least one household member is not a full time student, check “no”.

If “yes” is checked, the appropriate exemption must be listed in the box to the right. If none of the exemptions apply, the household is ineligible to rent the unit.

Full time is determined by the school the student attends.

Part VIII – Program Type

Mark the program(s) for which this household’s unit will be counted toward the property’s occupancy requirements. Under each program marked, indicate the household’s income status as established by this certification/recertification. If the property does not participate in the HOME, Tax-Exempt Bond, Affordable Housing Disposition, or other housing program, leave those sections blank.

Tax Credit See Part V above.

HOME If the property participates in the HOME program and the unit this household will occupy will count towards the HOME program set-asides, mark the appropriate box indicating the household’s designation.

Tax Exempt If the property participates in the Tax Exempt Bond program; mark the appropriate box indicating the household’s designation.

AHDP If the property participates in the Affordable Housing Disposition Program (AHDP), and this household’s unit will count towards the set-aside requirements, mark the appropriate box indicating the household’s designation.

Other If the property participates in any other affordable housing program, complete the information as appropriate.

SIGNATURE OF OWNER/REPRESENTATIVE

It is the responsibility of the owner or the owner’s representative to sign and date this document immediately following execution by the resident(s).

The responsibility of documenting and determining eligibility (including completing and signing the Tenant Income Certification form) and ensuring such documentation is kept in the tenant file is extremely important and should be conducted by someone well trained in tax credit compliance.

These instructions should not be considered a complete guide on tax credit compliance. The responsibility for compliance with federal program regulations lies with the owner of the building(s) for which the credit is allowable.

PART IX. SUPPLEMENTAL INFORMATION

- Tenant Demographic Profile Complete for each member of the household, including minors, for move-in. Use codes listed on supplemental form for Race, Ethnicity, and Disability Status.
- Resident/ Applicant Initials All tenants who wish not to furnish supplemental information should initial this section. Parent/guardian may complete and initial for minor child(ren).

** Please note areas with asterisks are new or have been modified. Please ensure to note the changes or formats now being requested.*

TENANT INCOME CERTIFICATION QUESTIONNAIRE

Name: _____

Telephone Number: _____

()

<input type="checkbox"/>	Initial Certification	BIN #
<input type="checkbox"/>	Re-certification	
<input type="checkbox"/>	Other	Unit #

INCOME INFORMATION

Yes	No		MONTHLY GROSS INCOME
<input type="checkbox"/>	<input type="checkbox"/>	I am self employed. (List nature of self employment)	(use <u>net</u> income from business) \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a job and receive wages, salary, overtime pay, commissions, fees, tips, bonuses, and/or other compensation: List the businesses and/or companies that pay you: <u>Name of Employer</u> 1) _____ 2) _____ 3) _____	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I receive cash contributions of gifts including rent or utility payments, on an ongoing basis from persons not living with me.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive unemployment benefits.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Veteran's Administration, GI Bill, or National Guard/Military benefits/income.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic social security payments.	\$
<input type="checkbox"/>	<input type="checkbox"/>	The household receives <u>unearned</u> income from family members age 17 or under (example: Social Security, Trust Fund disbursements, etc.).	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Supplemental Security Income (SSI).	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive disability or death benefits other than Social Security.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive Public Assistance Income (examples: TANF, AFDC)	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am entitled to receive child support payments.	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am currently receiving child support payments. If yes, from how many persons do you receive support? _____	\$
<input type="checkbox"/>	<input type="checkbox"/>	I am currently making efforts to collect child support owed to me. List efforts being made to collect child support: _____ _____	
<input type="checkbox"/>	<input type="checkbox"/>	I receive alimony/spousal support payments	\$
<input type="checkbox"/>	<input type="checkbox"/>	I receive periodic payments from trusts, annuities, inheritance, retirement funds or pensions, insurance policies, or lottery winnings. If yes, list sources: 1) _____ 2) _____	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I receive income from real or personal property.	(use <u>net</u> earned income) \$
<input type="checkbox"/>	<input type="checkbox"/>	Student financial aid (public or private, not including student loans) Subtract cost of tuition from Aid received	\$

ASSET INFORMATION

YES	NO		INTEREST RATE	CASH VALUE
<input type="checkbox"/>	<input type="checkbox"/>	I have a checking account(s). If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a savings account(s) If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a revocable trust(s) If yes, list bank(s) 1)	%	\$
<input type="checkbox"/>	<input type="checkbox"/>	I own real estate. If yes, provide description:		\$
<input type="checkbox"/>	<input type="checkbox"/>	I own stocks, bonds, or Treasury Bills If yes, list sources/bank names 1) 2) 3)	% % %	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have Certificates of Deposit (CD) or Money Market Account(s). If yes, list sources/bank names 1) 2) 3)	% % %	\$ \$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have an IRA/Lump Sum Pension/Keogh Account/401K. If yes, list bank(s) 1) 2)	% %	\$ \$
<input type="checkbox"/>	<input type="checkbox"/>	I have a whole life insurance policy. If yes, how many policies		\$
<input type="checkbox"/>	<input type="checkbox"/>	I have cash on hand.		\$
<input type="checkbox"/>	<input type="checkbox"/>	I have disposed of assets (i.e. gave away money/assets) for less than the fair market value in the past 2 years. If yes, list items and date disposed: 1) 2)		\$ \$

STUDENT STATUS

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who are <u>full-time</u> students (Examples: College/University, trade school, etc.)?
<input type="checkbox"/>	<input type="checkbox"/>	Does the household consist of all persons who have been a <u>full-time</u> student in the previous 5 months?
<input type="checkbox"/>	<input type="checkbox"/>	Does your household anticipate becoming an all full-time student household in the next 12 months?
<input type="checkbox"/>	<input type="checkbox"/>	If you answered yes to any of the previous three questions are you:
<input type="checkbox"/>	<input type="checkbox"/>	• Receiving assistance under Title IV of the Social Security Act (AFDC/TANF/Cal Works - not SSA/SSI)
<input type="checkbox"/>	<input type="checkbox"/>	• Enrolled in a job training program receiving assistance through the Job Training Participation Act (JTPA) or other similar program
<input type="checkbox"/>	<input type="checkbox"/>	• Married and filing (or are entitled to file) a joint tax return
<input type="checkbox"/>	<input type="checkbox"/>	• Single parent with a dependent child or children and neither you nor your child(ren) are dependent of another individual
<input type="checkbox"/>	<input type="checkbox"/>	• Previously enrolled in the Foster Care program (age 18-24)

UNDER PENALTIES OF PERJURY, I CERTIFY THAT THE INFORMATION PRESENTED ON THIS FORM IS TRUE AND ACCURATE TO THE BEST OF MY/OUR KNOWLEDGE. THE UNDERSIGNED FURTHER UNDERSTANDS THAT PROVIDING FALSE REPRESENTATIONS HEREIN CONSTITUTES AN ACT OF FRAUD. FALSE, MISLEADING OR INCOMPLETE INFORMATION WILL RESULT IN THE DENIAL OF APPLICATION OR TERMINATION OF THE LEASE AGREEMENT.

PRINTED NAME OF APPLICANT/TENANT

SIGNATURE OF APPLICANT/TENANT

DATE

WITNESSED BY (SIGNATURE OF OWNER/REPRESENTATIVE)

DATE

EXHIBIT D

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

The undersigned, being _____ of Park Sierra Owner, LLC, a Delaware limited liability company (“Park Sierra”) has read and is thoroughly familiar with the provisions of the Regulatory Agreement, dated as of April 2, 2018 (the “Regulatory Agreement”), between Park Sierra and the Housing Authority of the County of Alameda (the “Authority”). This Certificate is being provided by Park Sierra pursuant to the provisions of Section 4(f) of the Regulatory Agreement.

As of the date of this Certificate, the following percentages of completed residential units in the Project (as defined in the Regulatory Agreement) (i) are occupied by Very Low-Income Tenants (as such term is defined in the Regulatory Agreement), or (ii) are currently vacant and being held available for such occupancy and have been so held continuously since the date a Very Low-Income Tenant vacated such unit; as indicated:

Occupied by Very Low-Income Tenants:
 _____%; Unit Nos. _____

Held vacant for occupancy continuously since last occupied by Very Low-Income Tenant:
 _____%; Unit Nos. _____

Vacant Units:
 _____%; Unit Nos. _____

It hereby is confirmed that each Very Low Income Tenant currently residing in a unit in the Project has completed an Income Certification in the form approved by the Authority and that since commencement of the Compliance Period at least 20% of the occupied units in the Project have been rented to (or are vacant and last occupied by) Very Low Income Tenants (each of the foregoing capitalized terms having the meaning assigned in the Regulatory Agreement).

STATISTICAL REPORT TO THE AUTHORITY

Reporting Period: _____, _____. Date: _____

As of the date hereof:

1. Total units: _____; units occupied by Very Low Income Tenants: _____; vacant units most recently occupied by Very Low Income Tenants: _____; other vacant units: _____.
2. Total units: occupied by households with children, to the extent such information has been provided by tenants: _____; Very Low Income Units so occupied _____.
3. To the extent such information has been provided by tenants, total units occupied by elderly households with a member of age 62 or over: _____; Very Low Income Units so occupied _____.
4. The number of Very Low Income Tenants who terminated their rental agreements during the previous twelve (12) month period is _____.
5. The number of units rented to new Very Low Income Tenants during the last twelve (12) month period is _____.

6. To the extent such information has been provided by tenants, the family names of each household currently occupying a Very Low Income Unit are listed on the schedule attached hereto.

7. The number of Very Low Income units of various sizes is:

- studio: _____
- one-bedroom: _____
- two bedroom: _____
- three-bedroom: _____

The undersigned hereby certifies that Park Sierra is not in default under the terms and provisions of the Regulatory Agreement or any of the Other Affordability Agreements (as defined in the Regulatory Agreement), except as follows: [insert "none" or a description of any such default and steps being taken to cure the same].

PARK SIERRA OWNER, LLC, a Delaware limited liability company

By: Park Sierra, LLC,
a California limited liability company,
its sole member

By: Shea Properties Management
Company, Inc.,
a Delaware corporation,
its Manager

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTACHMENT B

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Paul J. Thimmig
Quint & Thimmig LLP
900 Larkspur Landing Circle, Suite 270
Larkspur, California 94920-1726

TERMINATION AGREEMENT

by and among the

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA,

**THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee,**

and

PARK SIERRA, LLC

dated April 2, 2018

**relating to the
Regulatory Agreement and
Declaration of Restrictive Covenants,
dated as of June 1, 1998, as amended**

TERMINATION AGREEMENT

This TERMINATION AGREEMENT, dated April 2, 2018 (the "Agreement"), is by and among the HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA, a public body, corporate and politic, duly organized and existing under the laws of the State of California (the "Authority"), THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as successor-in-interest to BNY Western Trust Company, and formerly known as The Bank of New York Trust Company, N.A., as trustee (the "Trustee"), and PARK SIERRA, LLC, a California limited liability company (the "Borrower").

R E C I T A L S :

WHEREAS, pursuant to an Indenture of Trust, dated as of June 1, 1998 (the "Indenture"), between the Dublin Housing Authority and the predecessor-in-interest to the Trustee, the Dublin Housing Authority issued its Dublin Housing Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Park Sierra at Iron Horse Trail) Series 1998A (the "Bonds"); and

WHEREAS, the proceeds of the Bonds were loaned (the "Loan") by the Dublin Housing Authority to the Borrower pursuant to a Loan Agreement, dated as of June 1, 1998 (the "Loan Agreement"), among the Dublin Housing Authority, the predecessor-in-interest to the Trustee and the Borrower, and the Borrower used the proceeds of the Loan to finance a multifamily rental housing facility located on the site described in Exhibit A hereto, known as Park Sierra at Iron House Trail (the "Project"); and

WHEREAS, in connection with the issuance of the Bonds, the Dublin Housing Authority, the predecessor-in-interest to the Trustee and the Borrower entered into (a) a Regulatory Agreement and Declaration of Restrictive Covenants, dated as of June 1, 1998 (the "Regulatory Agreement"), which was recorded on June 17, 1998 in the official records of the County of Alameda, State of California, as Instrument No. 98204855, and (b) a First Amendment to Regulatory Agreement and Declaration of Restrictive Covenants, dated as of May 1, 2008 (the "First Amendment"; and the Regulatory Agreement, as amended by the First Amendment, being referred to herein as the "Amended Regulatory Agreement"), which was recorded on May 30, 2008 in the official records of the County of Alameda, State of California, as Instrument No. 2008-173897, which Amended Regulatory Agreement sets forth certain terms and conditions relating to the operation of the Project;

WHEREAS, in 2011, the Authority succeeded to the interests of the Dublin Housing Authority under the Indenture and the Amended Regulatory Agreement; and

WHEREAS, upon the redemption and payment in full of the Bonds, the "Qualified Project Period," as defined in the Amended Regulatory Agreement, will have ended; and

WHEREAS, the Bonds are being redeemed on the date hereof, and the Borrower is now conveying the Project to Park Sierra Owner, LLC, a Delaware limited liability company (the "New Owner"), and the New Owner and the Authority have entered into a Regulatory Agreement, dated April 2, 2018, pursuant to which the New Owner has agreed to certain matters related to the Project; and

WHEREAS, the Authority and the Borrower now desire to provide for the termination of the Amended Regulatory Agreement as provided herein, and they have requested that the Trustee execute this Agreement.

A G R E E M E N T :

NOW, THEREFORE, in consideration of the foregoing and for other consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree as follows:

Section 1. Termination.

(a) The Authority, the Trustee and the Borrower hereby agree that the Amended Regulatory Agreement shall cease and terminate.

(b) In accordance with the foregoing, the Regulatory Agreement recorded on June 17, 1998, as Instrument No. 98204855 in the Official Records of Alameda County, State of California, and the First Amendment, recorded on May 30, 2008, as Instrument No. 2008-173897 in the Official Records of Alameda County, State of California, each are hereby terminated and each are of no further force and effect.

(c) From and after the date hereof, none of the Authority, the Trustee or the Borrower shall have any further rights or obligations under the Regulatory Agreement or the First Amendment.

Section 2. Execution in Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first written above.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

By: _____
Christine Gouig,
Executive Director

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., as Trustee

By: _____
Authorized Officer

PARK SIERRA, LLC, a California limited liability company

By: Shea Properties Management Company, Inc., a Delaware Corporation
Its: Manager

By: _____
James G. Shontere,
Secretary

By: _____
Robert R. O'Dell,
Treasurer

04002.02:J15060

[Signature page to Termination Agreement for Park Sierra at Iron Horse Trail]

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

Christine Gouig
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

[Notary page to Termination Agreement for Park Sierra at Iron Horse Trail]

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

[Notary page to Termination Agreement for Park Sierra at Iron Horse Trail]

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____ James G. Shontere
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

[Notary page to Termination Agreement for Park Sierra at Iron Horse Trail]

NOTARY ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of _____ } ss.

On _____, before me, _____
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

Robert R. O'Dell
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ [Seal]
Notary Public

EXHIBIT A**LEGAL DESCRIPTION OF THE SITE**

The land referred to in the Agreement is situated in the City of Dublin, County of Alameda, State of California, and is described as follows:

PARCEL ONE:

PARCEL 1, AS SHOWN ON THAT CERTAIN PARCEL MAP 7157 FILED IN THE OFFICE OF THE RECORDER OF THE COUNTY OF ALAMEDA, STATE OF CALIFORNIA ON DECEMBER 14, 1998, IN BOOK 243 OF MAPS AT PAGES 58-63.

EXCEPTING THEREFROM THAT PORTION OF THE LAND GRANTED TO THE DUBLIN SAN RAMON SERVICES DISTRICT IN THAT GRANT DEED RECORDED MARCH 8, 2000 AS INSTRUMENT NO. 2000-69391 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM THAT PORTION OF THE LAND GRANTED TO THE ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT IN THAT GRANT DEED RECORDED MAY 23, 2002 AS INSTRUMENT NO. 2002-230076 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM: ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING WITHOUT LIMITING, THE GENERALITY THEREOF, OIL, GAS AND OTHER HYDROCARBON SUBSTANCES, AS WELL AS METALLIC OR OTHER SOLID MINERALS, IN AND UNDER THE PROPERTY; HOWEVER, WITHOUT ANY RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF THE PROPERTY IN CONNECTION THEREWITH, AS RESERVED BY SOUTHERN PACIFIC TRANSPORTATION COMPANY, ITS SUCCESSOR AND ASSIGNS IN THE DEED RECORDED OCTOBER 25, 1996, SERIES NO. 96-273617, ALAMEDA COUNTY RECORDS.

PARCEL TWO:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR (1) INGRESS AND EGRESS OF EMERGENCY VEHICLES, SUCH AS POLICE, FIRE AND AMBULANCES AND (2) EGRESS FROM PARCEL ONE ABOVE BY VEHICLES OF THE RESIDENCE, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "GRANT OF EASEMENT" RECORDED OCTOBER 25, 1996 AS INSTRUMENT NO. 96273618 OF OFFICIAL RECORDS.

PARCEL THREE:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR PUBLIC UTILITY PURPOSES WHICH EASEMENT PROVIDES FOR AMONG OTHER THINGS, THE INSTALLATION MAINTENANCE AND REPAIRING UNDERGROUND PIPE LINES, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "GRANT OF EASEMENT AND AGREEMENT" RECORDED MAY 13, 1999 AS INSTRUMENT NO. 99185347 OF OFFICIAL RECORDS.

PARCEL FOUR:

A NON-EXCLUSIVE EASEMENT APPURTENANT TO PARCEL ONE ABOVE FOR THE INSTALLATION OF FOOTINGS FOR A RETAINING WALL AND THE INSTALLATION AND MAINTENANCE OF LANDSCAPING ALONG THE RETAINING WALL, MORE PARTICULARLY DESCRIBED IN THAT CERTAIN "GRANT OF EASEMENTS" RECORDED JUNE 18, 1999 AS INSTRUMENT NO. 99227595 OF OFFICIAL RECORDS.

APN: 941-0205-042-04

ATTACHMENT C

1-II.D. APPLICABLE REGULATIONS

Applicable regulations include:

- 24 CFR Part 5: General Program Requirements
- 24 CFR Part 8: Nondiscrimination
- 24 CFR Part 35: Lead-Based Paint
- 24 CFR Part 100: The Fair Housing Act
- 24 CFR Part 982: Section 8 Tenant-Based Assistance: Housing Choice Voucher Program
- 24 CFR Part 983: Project-Based Vouchers
- 24 CFR Part 985: The Section 8 Management Assessment Program (SEMAP)
- GOV § 12900: California's Fair Employment and Housing Act
- Cal.Civ.Code § 51: California's Unruh Civil Rights Act
- Cal.Civ.Code § 54: California's Disabled Persons Act

PART I: NONDISCRIMINATION

2-I.A. OVERVIEW

Federal laws require PHAs to treat all applicants and participants equally, providing the same opportunity to access services, regardless of family characteristics and background. Federal law prohibits discrimination in housing on the basis of race, color, religion, sex, national origin, age, familial status, and disability. The California Fair Employment and Housing Act prohibits discrimination in housing on these same bases, as well as gender, gender identity, gender expression, sexual orientation, marital status, ancestry, source of income, and genetic information. In addition, HUD regulations provide for additional protections regarding sexual orientation, gender identity, and marital status. A PHA will comply fully with all federal, state, and local nondiscrimination laws, and with rules and regulations governing fair housing and equal opportunity in housing and employment, including:

- Title VI of the Civil Rights Act of 1964
- Title VIII of the Civil Rights Act of 1968 (as amended by the Community Development Act of 1974 and the Fair Housing Amendments Act of 1988)
- Executive Order 11063
- Section 504 of the Rehabilitation Act of 1973
- The Age Discrimination Act of 1975
- Title II of the Americans with Disabilities Act (to the extent that it applies, otherwise Section 504 and the Fair Housing Amendments govern)
- California's Fair Employment and Housing Act, Gov't Code Sec. 12900 et seq.
- California's Unruh Civil Rights Act, California Civil Code Sec.51
- California's Disabled Persons Act, California Civil Code Sec 54.
- The Equal Access to Housing in HUD Programs Regardless of Sexual Orientation or Gender Identity Final Rule, published in the *Federal Register* February 3, 2012 and further clarified in Notice PIH 2014-20
- Violence Against Women Reauthorization Act of 2013 (VAWA)

When more than one civil rights law applies to a situation, the laws will be read and applied together.

Any applicable state laws or local ordinances and any legislation protecting individual rights of tenants, applicants, or staff that may subsequently be enacted will also apply.

HACA Policy

~~The following state nondiscrimination laws apply:~~

- ~~• Unruh Civil Rights Act~~
- ~~• Fair Employment and Housing Act~~

2-I.B. NONDISCRIMINATION

Federal regulations prohibit discrimination against certain protected classes and other groups of people. State and local requirements, as well as PHA policies, can prohibit discrimination based on other factors.

A PHA shall not discriminate because of race, color, sex (includes, but is not limited to, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, as well as gender identity and gender expression), religion, marital or familial status, age, disability, medical condition, genetic information, ancestry, source of income, sexual orientation, or national origin (called “protected classes”).

Familial status includes children under the age of 18 living with parents or legal custodians, pregnant women, and people securing custody of children under the age of 18.

~~HACA will not discriminate on the basis of marital status, gender identity, or sexual orientation. [FR Notice 02/03/12].~~

HACA Policy

~~HACA does not identify any additional protected classes.~~

A PHA will not use any of these factors to:

- Deny to any family the opportunity to apply for housing, nor deny to any qualified applicant the opportunity to participate in the housing choice voucher program
- Provide housing that is different from that provided to others
- Subject anyone to segregation or disparate treatment
- Restrict anyone's access to any benefit enjoyed by others in connection with the housing program
- Treat a person differently in determining eligibility or other requirements for admission
- Steer an applicant or participant toward or away from a particular area based any of these factors
- Deny anyone access to the same level of services
- Deny anyone the opportunity to participate in a planning or advisory group that is an integral part of the housing program
- Discriminate in the provision of residential real estate transactions
- Discriminate against someone because they are related to or associated with a member of a protected class
- Publish or cause to be published an advertisement or notice indicating the availability of housing that prefers or excludes persons who are members of a protected class.

Providing Information to Families and Owners

A PHA must take steps to ensure that families and owners are fully aware of all applicable civil rights laws. As part of the briefing process, the PHA must provide information to HCV applicant families about civil rights requirements and the opportunity to rent in a broad range of neighborhoods [24 CFR 982.301]. The Housing Assistance Payments (HAP) contract informs owners of the requirement not to discriminate against any person because of race, color, religion, sex, national origin, age, familial status, or disability in connection with the contract.

Discrimination Complaints

If an applicant or participant believes that any family member has been discriminated against by a PHA or an owner, the family should advise the PHA. HUD requires the PHA to make every reasonable attempt to determine whether the applicant's or participant's assertions have merit and take any warranted corrective action. In addition, the PHA is required to provide the applicant or participant with information about how to file a discrimination complaint [24 CFR 982.304].

Upon receipt of a housing discrimination complaint, the PHA is required to:

- Provide written notice of the complaint to those alleged to have unlawfully discriminated and inform the complainant that such notice was made;
- Investigate the allegations and provide the complainant and those alleged to have unlawfully discriminated with findings and either a proposed corrective action or an explanation of why corrective action is not warranted; and
- Keep records of all complaints, investigations, notices, and corrective actions [Notice PIH 2014-20].

HACA Policy

Applicants or participants who believe that they have been subject to unlawful discrimination may notify HACA either orally or in writing.

Within 10 business days of receiving the complaint, HACA will provide a written notice to those alleged to have unlawfully discriminated. HACA will also send a written notice to the complainant informing him/her that notice was sent to those alleged to have unlawfully discriminated, as well as information on how to complete and submit a housing discrimination complaint form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

HACA will attempt to remedy discrimination complaints made against HACA and will conduct an investigation into all allegations of unlawful discrimination. Within 10 business days following the conclusion of HACA's investigation, HACA will provide the complainant and those alleged to have unlawfully discriminated with findings and either a proposed corrective action plan or an explanation of why corrective action is not warranted. HACA will keep a record of all complaints, investigations, notices, and corrective actions. (See Chapter 16.) HACA will provide a copy of a discrimination complaint form to the complainant and provide the complainant with information on how to complete and submit the form to HUD's Office of Fair Housing and Equal Opportunity (FHEO).

Discrimination complaints may also be filed with California's Department of Fair Employment and Housing at www.dfeh.ca.gov.

EXHIBIT 2-3: REASONABLE STEPS HACA WILL TAKE TO AFFIRMATIVELY FURTHER FAIR HOUSING IN ITS HOUSING CHOICE VOUCHER (HCV) RENTAL ASSISTANCE PROGRAM FOR NON-ELDERLY PERSONS WITH DISABILITIES PROGRAM

HACA will take the following reasonable steps to affirmatively further fair housing in its Housing Choice Voucher Rental Assistance for Non-Elderly Persons With Disabilities Program (a.k.a. Money Follows the Person or MFP Program):

1. Offer applicants/participants the opportunity to complete the Supplement to the Application for Federal Assisted Housing (HUD-92006) in which the applicant/participant can name a person for HACA to contact in the event issues arise during the application process or program participation.
2. Inform affected applicants how to file a fair housing complaint by (see Section 2-I.B Non Discrimination, Discrimination Complaints and Section 5-I.B Briefing, Briefing Packet):
 - c. Providing the toll free number for the Housing Discrimination Hotline: 1-800-669-9777 and the Federal Information Relay Service: 1-800-887-8339,
 - d. Providing HUD’s “Are You a Victim of Discrimination?” brochure which includes a Housing Discrimination Complaint form and contact information for the Department of Housing and Urban Development’s California Office of Fair Housing, and
 - e. Upon request, providing fair housing material in alternative formats for participants with disabilities (see Section 2-II.F Program Accessibility for Persons with Hearing or Vision Impairments).
3. Market the program to all eligible persons, including persons with disabilities and persons with limited English proficiency (see Section 4-II.D Family Outreach).
4. Comply with state laws prohibiting discrimination in housing based upon sexual orientation or gender identity and lawful source of income.
5. Make buildings and communications that facilitate applications and service delivery accessible to persons with disabilities.
6. Provide referrals to fair housing agencies such as Eden Council for Hope & Opportunity (ECHO).
7. Recruit landlords and service providers in areas that expand housing choice to program participants to meet goals of homeownership and housing mobility.
8. Not deny other housing opportunities to persons who qualify for a HCV under this program, or otherwise restrict access to HACA programs to eligible applicants who choose not to participate in accordance with the policies in HACA’s Administrative Plan, by announcements on HACA’s website, Wait List Information Line, postings in HACA’s lobby and via public notice.
9. Provide upon request the adopted written procedures for addressing requests for reasonable accommodations for people with disabilities (see Part II).
10. Notify applicants and participants in writing if they require any type of accommodations at the time of application, reexamination, and on notices of adverse action by HACA (see Section 2-II.A Policies Related to Persons with Disabilities Overview).

11. Assure that people with disabilities have access to all HACA's programs and services through the use of a "~~sole persons with disabilities~~CCT Participant" selection preference (see Section 4-III.C Selection Method).
12. Maintain protocols for effective communication with people with disabilities in applications and recertification of eligibility by permitting applications and reexaminations to be completed by mail or conducting home visits (see Section 2-II.B. Definition of Reasonable Accommodation, Types of Reasonable Accommodations).
13. Provide a participant with disabilities a list of accessible units that may be rented with HCV assistance and assist the family in locating an available accessible unit, if necessary, such as a referral to 211 for an evaluation of which Homelessness Prevention and Rapid Re-housing Program (HPRP) programs the participant may be eligible for (see Section 2-II.3G Physical Accessibility and www.endhomelessness.org/.../2609_file_Alameda_County_HPRP_Community_Profile.pdf).
14. Provide time extensions for locating a unit when necessary due to lack of availability of accessible units or special challenges of the family in seeking a unit (see Section 2-II.B Definition of Reasonable Accommodation, Types of Reasonable Accommodations).
15. Use higher payment standards (either within the acceptable range or with HUD approval of a payment standard outside HACA range) if HACA determines this is necessary to enable a person with disabilities to obtain a suitable housing unit (see Section 2-II.B Definition of Reasonable Accommodation, Types of Reasonable Accommodations).
16. Provide a utility allowance amount higher than shown on HACA's utility allowance schedule if a higher allowance is needed as a reasonable accommodation for a family member with a disability (see Section 6-III.D Applying Utility Allowances).
17. Provide an additional bedroom as a reasonable accommodation for a family member with a disability for medical equipment (see Section 5-II.C Exceptions to Subsidy Standards) or a live-in aide (see Section 3-I.M Live-In Aide).
18. Inform applicants about HACA's written Section 504 Grievance Procedures, which includes the contact information of HACA's designated Section 504 Coordinator.

HACA will maintain records of the steps listed above and their impact by:

1. Recording and monitoring the race, ethnicity, familial status, disability status and limited English proficiency status of program participants.

3-I.C. FAMILY BREAK-UP AND REMAINING MEMBER OF TENANT FAMILY

Family Break-up [24 CFR 982.315]

Except under the following conditions, the PHA has discretion to determine which members of an assisted family continue to receive assistance if the family breaks up:

- If the family breakup results from an occurrence of domestic violence, dating violence, sexual assault, or stalking, the PHA must ensure that the victim retains assistance. (For documentation requirements and policies related to domestic violence, dating violence, sexual assault, and stalking, see section 16-IX.D of this plan.)
- In accordance with Notice PIH 2017-08, for HUD–Veterans Affairs Supportive Housing (HUD–VASH) vouchers, when the veteran is the perpetrator of domestic violence, dating violence, sexual assault, or stalking, the victim must continue to be assisted. Upon termination of the perpetrator’s HUD–VASH voucher, the victim should be given a regular HCV if one is available, and the perpetrator’s HUD–VASH voucher should be used to serve another eligible family. If a regular HCV is not available, the victim will continue to use the HUD–VASH voucher, which must be issued to another eligible family upon the voucher’s turnover.
- If a court determines the disposition of property between members of the assisted family, HACA is bound by the court's determination of which family members continue to receive assistance.

HACA Policy

When a family on the waiting list breaks up into two otherwise eligible families, only one of the new families may retain the original application date. Other former family members may make a new application with a new application date if the waiting list is open.

If a family breaks up into two otherwise eligible families while receiving assistance, only one of the new families will continue to be assisted.

In the absence of a judicial decision, or an agreement among the original family members, HACA will determine which family will retain its placement on the waiting list, or will continue to receive assistance. In making its determination, HACA will take into consideration the following factors: (1) the interest of any minor children, including custody arrangements, (2) the interest of any ill, elderly, or disabled family members, (3) the interest of any family member who is the victim of domestic violence, dating violence, sexual assault, or stalking, including a family member who was forced to leave an assisted unit as a result of such actual or threatened abuse; (4) any possible risks to family members as a result of criminal activity, and (5) the recommendations of social service professionals.

Remaining Member of a Tenant Family [24 CFR 5.403]

The HUD definition of family includes the *remaining member of a tenant family*, which is a member of an assisted family who remains in the unit when other members of the family have left the unit. Household members such as live-in aides, foster children, and foster adults do not qualify as remaining members of a family.

Previous Behavior in Assisted Housing [24 CFR 982.552(c)]

HUD authorizes HACA to deny assistance based on the family's previous behavior in assisted housing.:

Per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, PHAs are no longer permitted to deny assistance to a family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program [FR Notice 12/29/14].

HACA Policy

~~HACA will not deny assistance to an otherwise eligible family because the family previously failed to meet its obligations under the Family Self-Sufficiency (FSS) program.~~

HACA **will** deny assistance to an applicant family if:

The family does not provide information that HACA or HUD determines is necessary in the administration of the program.

The family does not provide complete and true information to HACA.

Any family member has been evicted from federally-assisted housing in the last five years.

Any PHA has ever terminated assistance under the program for any member of the family.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family owes rent or other amounts to any PHA in connection with Section 8 or other public housing assistance under the 1937 Act., unless the family repays the full amount of the debt prior to being assisted.

If the family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease, unless the family repays the full amount of the debt prior to being assisted.

The family has breached the terms of a repayment agreement entered into with HACA, unless the family repays the full amount of the debt covered in the repayment agreement prior to being assisted.

A family member has engaged in or threatened violent or abusive behavior toward HACA personnel.

Abusive or violent behavior towards HACA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

3-III.G. PROHIBITION AGAINST DENIAL OF ASSISTANCE TO VICTIMS OF DOMESTIC VIOLENCE, DATING VIOLENCE, SEXUAL ASSAULT, AND STALKING [24 CFR Part 5, Subpart L]

The Violence against Women Act of 2013 (VAWA) and the HUD regulation at 24 CFR 5.2005(b) prohibit PHAs from denying an applicant admission to the HCV program “on the basis or as a direct result of the fact that the applicant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking, if the applicant otherwise qualifies for assistance or admission.”

Definitions of key terms used in VAWA are provided in section 16-IX of this plan, where general VAWA requirements and policies pertaining to notification, documentation, and confidentiality are also located.

Notification

VAWA 2013 expanded notification requirements to include the obligation for PHAs to provide applicants who are denied assistance with a ~~notice of rights~~ VAWA Notice of Occupancy Rights (form HUD-5380) and a domestic violence certification ~~the~~ form (HUD-5382) at the time the applicant is denied.

HACA Policy

HACA acknowledges that a victim of domestic violence, dating violence, sexual assault, or stalking may have an unfavorable history (e.g., a poor credit history, poor rental history, a record of previous damage to an apartment, a prior arrest record) due to adverse factors that would warrant denial under HACA’s policies.

While HACA is not required to identify whether adverse factors that resulted in the applicant’s denial are a result of domestic violence, dating violence, sexual assault, or stalking, the applicant may inform HACA that their status as a victim is directly related to the grounds for the denial. If so informed, HACA will request that the applicant provide enough information to HACA to allow HACA to make an objectively reasonable determination, based on all circumstances, whether the adverse factor is a direct result of their status as a victim.

~~Therefore, if HACA makes a determination to deny admission to an applicant family,~~ HACA will include in its notice of denial the VAWA information described in section 16-IX.C of this plan as well as including a copy of the form HUD-5382. ~~The~~ HACA will request in writing that an applicant wishing to claim protection under VAWA notify HACA within 14 business days.

Documentation

Victim Documentation [24 CFR 5.2007]

HACA Policy

If an applicant claims the protection against denial of assistance that VAWA provides to victims of domestic violence, dating violence, sexual assault, or stalking, HACA will request in writing that the applicant provide documentation supporting the claim in accordance with section 16-IX.D of this plan.

Chapter 4

APPLICATIONS, WAITING LIST AND TENANT SELECTION

INTRODUCTION

When a family wishes to receive assistance under the HCV program, the family must submit an application that provides the PHA with the information needed to determine the family's eligibility. HUD requires the PHA to place all families that apply for assistance ~~in an applicant lottery pool or~~ on a waiting list. When HCV assistance becomes available, the PHA must select families from the ~~applicant lottery pool, if any, and, then from the~~ waiting list in accordance with HUD requirements and PHA policies as stated in the administrative plan and the annual plan.

The PHA is required to adopt ~~and consistently follow~~ clear policies and procedures for accepting applications, placing families ~~in an applicant pool or~~ on the waiting list, and selecting families from the waiting list, and must follow these policies and procedures consistently. The actual order in which families are selected from the waiting list can be affected if a family has certain characteristics designated by HUD or the PHA that justify their selection. Examples of this are the selection of families for income targeting and the selection of families that qualify for targeted funding.

HUD regulations require that all families have an equal opportunity to apply for and receive housing assistance, and that the PHA affirmatively further fair housing goals in the administration of the program [24 CFR 982.53, HCV GB p. 4-1]. Adherence to the selection policies described in this chapter ensures that the PHA will be in compliance with all relevant fair housing requirements, as described in Chapter 2.

This chapter describes HUD and PHA policies for taking applications, managing the ~~applicant pool and~~ waiting list and selecting families for HCV assistance. The policies outlined in this chapter are organized into three sections, as follows:

Part I: The Application Process. This part provides an overview of the application process, and discusses how applicants can obtain and submit applications. It also specifies how the PHA will handle the applications it receives.

Part II: Managing the Waiting List. This part presents the policies that govern how the PHA's waiting list is structured, when it is opened and closed, and how the public is notified of the opportunity to apply for assistance. It also discusses the process the PHA will use to keep the waiting list current.

Part III: Selection for HCV Assistance. This part describes the policies that guide the PHA in selecting families for HCV assistance as such assistance becomes available. It also specifies how in-person interviews will be used to ensure that the PHA has the information needed to make a final eligibility determination.

PART I: THE APPLICATION PROCESS

4-I.A. OVERVIEW

This part describes the PHA policies for making applications available, accepting applications making preliminary determinations of eligibility, and the placement of applicants on the waiting list. This part also describes the PHA's obligation to ensure the accessibility of the application process to elderly persons, people with disabilities, and people with limited English proficiency (LEP).

4-I.B. APPLYING FOR ASSISTANCE [HCV GB, pp. 4-11 – 4-16, Notice PIH 2009-36]

Any family that wishes to receive HCV assistance must apply for admission to the program. HUD permits the PHA to determine the format and content of HCV applications, as well how such applications will be made available to interested families and how applications will be accepted by the PHA. The PHA must include Form HUD-92006, Supplement to Application for Federally Assisted Housing, as part of the PHA's application.

HACA Policy

HACA may use a one- or two-step application process. In a one-step process, the family must provide all of the information necessary to establish family eligibility and level of assistance at application. A one-step process may be used ~~for categories of applicants for which the waiting list is always open, and~~ when it is expected that a family will be selected from the waiting list within 120 days of the date of application.

HACA will, typically, use a two-step application process. Under the two-step application process, HACA, initially, will require families to provide only the information needed by HACA to make an initial assessment of the family's eligibility for assistance and its self-certified preference category eligibility (as applicable). Depending on its self-certified preference category eligibility, a family initially determined to be eligible will be placed on the waiting list or in an applicant lottery pool. Those families placed in an applicant lottery pool will be selected by lottery from the applicant lottery pool for placement on the waiting list ~~as HACA has housing assistance available to allocate~~. Because of limited assistance, not all families in the applicant lottery pool will be selected for placement on the waiting list. The family will be required to provide all of the information necessary to establish family eligibility and level of assistance when the family is selected from the waiting list.

When HACA provides public notice that it is accepting applications for housing assistance, the application will be available on-line, at any time of day or night. The applicant may complete the application from any computer with internet access (e.g. home, public library, community-based organization, mobile telephone, etc.). If the applicant requires assistance with completing the application, resources for assistance will be listed in waiting list opening announcements.

Completed applications must be submitted to HACA in the method explained in waiting list opening announcements. Applications must be complete in order to be accepted by HACA for processing. If an application is incomplete, HACA will attempt to notify the family of the additional information required.

For Project-Based Voucher (PBV) projects where the owner of the project is accepting applications for units at the project, HACA may utilize the owner's waiting list as HACA's PBV waiting list for the project so long as the owner's wait list was opened in accordance with this section with the possible exception of applications being available on-line, or by using a process acceptable to HACA. HACA may choose to conduct a lottery of the owner's waiting list because of limited housing assistance.

4-I.C. ACCESSIBILITY OF THE APPLICATION PROCESS

Elderly and Disabled Populations [24 CFR 8 and HCV GB, pp. 4-11 – 4-13]

The PHA must take a variety of steps to ensure that the application process is accessible to those people who might have difficulty complying with the normal, standard PHA application process. This could include people with disabilities, certain elderly individuals, as well as persons with limited English proficiency (LEP). The PHA must provide reasonable accommodation to the needs of individuals with disabilities. The application-taking facility and the application process must be fully accessible, or the PHA must provide an alternate approach that provides full access to the application process. Chapter 2 provides a full discussion of the PHA's policies related to providing reasonable accommodations for people with disabilities.

Limited English Proficiency

PHAs are required to take reasonable steps to ensure equal access to their programs and activities by persons with limited English proficiency [24 CFR 1]. Chapter 2 provides a full discussion on the PHA's policies related to ensuring access to people with limited English proficiency (LEP).

4-I.D. PLACEMENT ~~IN THE APPLICANT LOTTERY POOL OR~~ ON THE WAITING LIST

The PHA must review each complete application received and make a preliminary assessment of the family's eligibility. The PHA must accept applications from families for whom the list is open unless there is good cause for not accepting the application (such as denial of assistance) for the grounds stated in the regulations [24 CFR 982.206(b)(2)]. Where the family is determined to be ineligible, the PHA must notify the family in writing [24 CFR 982.201(f)]. Where the family is not determined to be ineligible, the family will be placed on a waiting list of applicants.

No applicant has a right or entitlement to be listed on the waiting list, or to any particular position on the waiting list [24 CFR 982.202(c)].

Ineligible for Placement ~~in the Applicant Lottery Pool or~~ on the Waiting List

HACA Policy

If HACA can determine from the information provided that a family is ineligible, the family will not be placed ~~in the applicant lottery pool, if any, or~~ on the waiting list. Where a family is determined to be ineligible, HACA will send written notification of the ineligibility determination within 10 business days of making the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review and explain the process for doing so (see Chapter 16).

Eligible for Placement ~~in the Applicant Lottery Pool or~~ on the Waiting List

HACA Policy

HACA will inform the applicant of the preliminary eligibility determination within 10 business days of making the determination.

Placement ~~in the applicant lottery pool, if any, or~~ on the waiting list does not indicate that the family is, in fact, eligible for assistance. A final determination of eligibility will be made when the family is selected from the waiting list.

Applicants will be placed on the waiting list according to any preference(s) for which they self-certify (if applicable), and, as applicable, either a randomly assigned applicant lottery pool tiebreaker ~~number~~date, or the date and time their complete application is received by HACA.

PART II: MANAGING THE WAITING LIST

4-II.A. OVERVIEW

The PHA must have policies regarding various aspects of organizing and managing the waiting list of applicant families. This includes opening the list to new applicants, closing the list to new applicants, notifying the public of waiting list openings and closings, updating waiting list information, purging the list of families that are no longer interested in or eligible for assistance, as well as conducting outreach to ensure a sufficient number of applicants.

In addition, HUD imposes requirements on how a PHA may structure its waiting list and how families must be treated if they apply for assistance from a PHA that administers more than one assisted housing program.

4-II.B. ORGANIZATION OF THE WAITING LIST [24 CFR 982.204 and 205]

The PHA's HCV waiting list must be organized in such a manner to allow the PHA to accurately identify and select families for assistance in the proper order, according to the admissions policies described in this plan.

The waiting list must contain the following information for each applicant listed:

- Applicant name;
- ~~Applicant Social Security Number;~~
- Family unit size;
- Date and time of application ~~or lottery number, as applicable;~~
- Qualification for any local preference;
- Racial or ethnic designation of the head of household.

HUD requires the PHA to maintain a single waiting list for the HCV program unless it serves more than one county or municipality. Such PHAs are permitted, but not required, to maintain a separate waiting list for each county or municipality served.

HACA Policy

HACA will maintain a single waiting list for the Section 8 HCV program because it does not serve more than one county.

HUD directs that a family that applies for assistance from the HCV program must be offered the opportunity to be placed on the waiting list for any public housing, project-based voucher or moderate rehabilitation program the PHA operates if 1) the other programs' waiting lists are open, and 2) the family is qualified for the other programs.

HUD permits, but does not require, that PHAs maintain a single merged waiting list for their public housing, Section 8, and other subsidized housing programs.

A family's decision to apply for, receive, or refuse other housing assistance must not affect the family's placement on the HCV waiting list, or any preferences for which the family may qualify.

HACA Policy

HACA will not merge the Section 8 HCV waiting list with the waiting list for ~~the Section 8 Project Based Voucher program (PBV), the Section 8 Moderate Rehabilitation program (Mod Rehab), and the Low Income Public Housing Program~~ any other program HACA operates. Selection for each program is subject to federal regulations and the requirements for each individual program. ~~Selection categories of the waiting list will include~~ HACA maintains the following waiting lists in addition to the Section 8 HCV waiting list:

<u>Name</u>	<u>Program</u>
Arroyo Vista Senior Housing	Project Based Voucher
Arroyo Vista Family Housing	Project Based Voucher
Bridgeway East	Project Based Voucher
Lorenzo Creek	Project Based Voucher
Magnolia Terrace	Project Based Voucher
Main Street Village	Project Based Voucher
Maple Square	Project Based Voucher
Mayten Manor	Project Based Voucher
Peppertree Village	Project Based Voucher
Station District	Project Based Voucher
Third Street Apartments	Project Based Voucher
Union City Units	Project Based Voucher
Nidus and Dyer Units	Project Based Voucher
Moderate Rehabilitation Atherton Units	Moderate Rehabilitation
Moderate Rehabilitation Other	Moderate Rehabilitation
Low Income Public Housing	Low Income Public Housing

<u>Project</u>	<u>City</u>	<u>Program</u>
<u>21165 Garden</u>	<u>Hayward</u>	<u>Moderate Rehabilitation (MR)</u>
<u>Estrella Vista</u>	<u>Emeryville</u>	<u>Project-Based Voucher (PBV)</u>
<u>432 Berry</u>	<u>Hayward</u>	<u>Moderate Rehabilitation</u>
<u>502 Berry</u>	<u>Hayward</u>	<u>Moderate Rehabilitation</u>
<u>Atherton Units</u>	<u>Hayward</u>	<u>Moderate Rehabilitation</u>
<u>Carlow Court</u>	<u>Dublin</u>	<u>Project-Based Voucher</u>
<u>CCT East Bay</u>	<u>Hayward</u>	<u>Project-Based Voucher</u>
<u>Dyer St</u>	<u>Union City</u>	<u>Project-Based Voucher</u>
<u>Eden Commons</u>	<u>San Leandro</u>	<u>Project-Based Voucher</u>
<u>Emery Glen</u>	<u>Emeryville</u>	<u>Project-Based Voucher</u>
<u>Flanders House</u>	<u>San Leandro</u>	<u>Project-Based Voucher</u>
<u>Grove Way</u>	<u>Castro Valley</u>	<u>Moderate Rehabilitation</u>
<u>Howard Collins Bridgeway</u>	<u>Fremont</u>	<u>Project-Based Voucher</u>
<u>Kottinger Gardens</u>	<u>Pleasanton</u>	<u>Project-Based Voucher</u>
<u>Lorenzo Creek</u>	<u>Castro Valley</u>	<u>Project-Based Voucher</u>

<u>Magnolia Terrace</u>	<u>Emeryville</u>	<u>Project-Based Voucher</u>
<u>Main Street Village</u>	<u>Fremont</u>	<u>Project-Based Voucher</u>
<u>Maple Square Apartments</u>	<u>Fremont</u>	<u>Project-Based Voucher</u>
<u>Mayten Manor</u>	<u>Hayward</u>	<u>Project-Based Voucher</u>
<u>Mission Court</u>	<u>Fremont</u>	<u>Project-Based Voucher</u>
<u>Mission View</u>	<u>Union City</u>	<u>Project-Based Voucher</u>
<u>Nidus Court</u>	<u>Union City</u>	<u>Project-Based Voucher</u>
<u>Peppertree Village</u>	<u>Hayward</u>	<u>Project-Based Voucher</u>
<u>PBV Owner Referral</u>	<u>All</u>	<u>Project-Based Voucher</u>
<u>Rotary Bridgeway East</u>	<u>Fremont</u>	<u>Project-Based Voucher</u>
<u>La Vereda</u>	<u>San Leandro</u>	<u>Project-Based Voucher</u>
<u>Station Center</u>	<u>Union City</u>	<u>Project-Based Voucher</u>
<u>Stevenson Terrace</u>	<u>Fremont</u>	<u>Project-Based Voucher</u>
<u>Third Street Apartments</u>	<u>Hayward</u>	<u>Project-Based Voucher</u>
<u>Triangle Court</u>	<u>Emeryville</u>	<u>Moderate Rehabilitation</u>
<u>Union City Units (58 Scattered)</u>	<u>Union City</u>	<u>Project-Based Voucher</u>
<u>Wexford Way</u>	<u>Dublin</u>	<u>Project-Based Voucher</u>
<u>NED</u>	<u>All</u>	<u>Non-Elderly Disabled Vouchers</u>

4-II.C. OPENING AND CLOSING THE WAITING LIST [24 CFR 982.206]

Closing the Waiting List

A PHA is permitted to close the waiting list if it has an adequate pool of families to use its available HCV assistance. Alternatively, the PHA may elect to continue to accept applications only from certain categories of families that meet particular preferences or funding criteria.

HACA Policy

The waiting list is open to the extent necessary to assist an otherwise eligible category of applicants that is eligible as set forth by a HUD award of funding to HACA, and/or a HUD designation of assistance, for a targeted category of Section 8 eligible families.

Except as set forth in the following paragraphs, HACA may close the waiting list at its discretion if it has enough eligible applicants to use the housing assistance resources it has been allotted. Where HACA has particular preferences or funding criteria that require a specific category of family, HACA may elect to continue to accept applications from these applicants while closing the waiting list to others.

The HCV waiting list is always open to an otherwise eligible applicant who:

- is a *Shortfall Terminated Family*;
- is a *Shortfall Recalled Family*;
- is a *Displaced family, or Displaced family—HACA-owned or HACA-managed housing* as set forth in the *Glossary*;
- ~~is a tenant of HACA Public Housing who is the victim, or threatened victim, of domestic violence, dating violence, or stalking engaged in by a member of the tenant's household or any guest or other person under the tenant's control, providing the claim is documented in accordance with section 16-IX.D of this plan.~~
- ~~qualifies for the *Public Housing Mishoused Preference* as set forth in the *Glossary*;~~
- is eligible as set forth by a HUD award of funding to HACA for a targeted category of Section 8 eligible families (see Section 4-III.B. Targeted Funding);
- ~~is an emancipated youth currently receiving housing assistance from HACA pursuant to HUD's Family Unification Program (FUP) regulations effective 2009 or later who, as determined by the Alameda County Social Services Agency, has successfully graduated from FUP and has been referred to HACA by Alameda County Social Services;~~
- is a participant of the CHOICES₂, ~~or~~ FACT or MHSA programs sponsored by Alameda County Behavioral Health Care Services (BHCS) who, as determined by BHCS, is in good standing; is nearing the end of his or her participation; and will soon graduate from the program;
- is a *PBV In-Place Family* living in a Project-Based Voucher contract unit approved by HACA after May 1, 2009 as set forth in Section 17-VI.B;

- ~~• is a disabled family that is in need of services offered at a particular Project-Based Voucher project approved by HACA after May 1, 2009 if the units are limited to families (including individuals):~~
 - ~~○ With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing;~~
 - ~~○ Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing; and~~
 - ~~○ For whom such services cannot be provided in a non-segregated setting as set forth in Chapter 17 VI.D.;~~
- is a family that includes at least one household member who is a person with a disability and is a MediCal recipient who has resided in an institution for at least 90 days and is transitioning into the community as confirmed by HUD's Non-Elderly Disabled (NED) Lead Organization;
- is a waiting list applicant for Project-Based Voucher projects where the owner has accepted applications for units at the project, as described in 4-I.B above and as announced by HACA during the project's waiting list opening;
- is referred by an owner of a particular Project-Based Voucher development in instances when HACA has failed to provide sufficient eligible families from its waiting list to fill a vacancy in the development within 30 days of the owner's notification to HACA of the vacancy; or
- is referred by an owner of a particular Moderate Rehabilitation development in instances when HACA has failed to provide sufficient eligible families from its waiting list to fill a vacancy in the development within 30 days of the owner's notification to HACA of the vacancy.

The NED, CCT CalTrans, Eden Commons and Flanders House waiting lists are always open to an otherwise eligible applicant who qualifies for the CCT Participant preference.

For new Project-Based Voucher (PBV) projects, the waiting list is always open to an otherwise eligible applicant who is a PBV In-Place Family living in a Project-Based Voucher contract unit as set forth in Section 17-VI.B.

Reopening the Waiting List

If the waiting list has been closed, it cannot be reopened until the PHA publishes a notice in local newspapers of general circulation, minority media, and other suitable media outlets. The notice must comply with HUD fair housing requirements and must specify who may apply, and where and when applications will be received.

HACA Policy

HACA will announce the reopening of the waiting list at least 10 business days prior to the date applications will first be accepted. If the list is only being reopened for certain categories of families, this information will be contained in the notice.

HACA will give public notice by publishing the relevant information:

- on the HACA website, www.haca.net;

- through public notices and advertisements in the Local or Public Notice Sections of newspapers that serve its jurisdiction;
- in appropriate foreign language publications;
- by sending notices to:
 - community service providers in HACA's service area;
 - City housing departments;
 - housing authorities in the Bay Area;
 - the Alameda County Board of Supervisors and County Administrator; and
 - federal elected officials from HACA's service area;
- on a recorded voice mailbox; and
- in HACA's office.

HACA will attempt to coordinate with a representative selection of social service agencies that serve ~~disabled~~ persons with disabilities, elderly and Limited English Proficiency populations in order to ensure equal access for these populations. Through these agencies, applicants will be able to access translation services, assistance with completion of their application and other specialized services.

4-II.D. FAMILY OUTREACH [HCV GB, pp. 4-2 to 4-4]

The PHA must conduct outreach as necessary to ensure that the PHA has a sufficient number of applicants on the waiting list to use the HCV resources it has been allotted.

Because HUD requires the PHA to admit a specified percentage of extremely low-income families to the program (see Chapter 4, Part III), the PHA may need to conduct special outreach to ensure that an adequate number of such families apply for assistance [HCV GB, p. 4-20 to 4-21].

PHA outreach efforts must comply with fair housing requirements. These include:

- Analyzing the housing market area and the populations currently being served to identify underserved populations
- Ensuring that outreach efforts are targeted to media outlets that reach eligible populations that are underrepresented in the program
- Avoiding outreach efforts that prefer or exclude people who are members of a protected class

PHA outreach efforts must be designed to inform qualified families about the availability of assistance under the program. These efforts may include, as needed, any of the following activities:

- Submitting press releases to local newspapers, including minority newspapers
- Developing informational materials and flyers to distribute to other agencies
- Providing application forms to other public and private agencies that serve the low income population
- Developing partnerships with other organizations that serve similar populations, including agencies that provide services for persons with disabilities

HACA Policy

HACA will monitor the characteristics of the population being served and the characteristics of the population as a whole in HACA's jurisdiction. Targeted outreach efforts will be undertaken if a comparison suggests that certain populations are being under/over served.

4-II.E. REPORTING CHANGES IN FAMILY CIRCUMSTANCES

HACA Policy

While the family is ~~in the applicant lottery pool or~~ on the waiting list, it is its responsibility to update its application with changes in preferences and contact information, including current residence, mailing address, and phone number.

4-II.F. UPDATING THE WAITING LIST [24 CFR 982.204]

HUD requires the PHA to establish policies to use when removing applicant names from the waiting list.

Purging the Waiting List

The decision to withdraw an applicant family that includes a person with disabilities from the waiting list is subject to reasonable accommodation. If the applicant did not respond to a PHA request for information or updates, and the PHA determines that the family did not respond because of the family member's disability, the PHA must reinstate the applicant family to their former position on the waiting list [24 CFR 982.204(c)(2)].

HACA Policy

The waiting list will be updated as often as is necessary, generally every other year, to ensure that all applicants and applicant information is current and timely.

To update the waiting list, HACA will send an update request via first class mail or email to ~~each family~~ families on the waiting list to determine whether the family continues to be interested in, and to qualify for, the program and preferences. Update requests may be sent to each family on the waiting list or in smaller batches, as is needed or is manageable. This update request will be sent to the last address or email address that HACA has on record for the family. The update request will provide a deadline by which the family must respond and will state that failure to respond will result in the applicant's name being removed from the waiting list. If the applicant has submitted an update to his/her application within the previous six months HACA may, or may not, send an update request as the applicant's information is current.

The family's response to the update request must be submitted on-line (if available), or by mail, fax or hand delivered if on-line submission is not available. Responses must be postmarked or received by HACA on or before the due date indicated in the update request.

If the family fails to respond by the due date and does not require a reasonable accommodation, the family will be removed from the waiting list without further notice.

If the update request is returned by the post office with no forwarding address, the applicant will be removed from the waiting list without further notice.

If the update request is returned by the post office with a forwarding address, the update request will be re-sent to the address indicated. The family will have 10 business days to respond from the date the letter was re-sent.

If a family is removed from the waiting list for failure to respond, HACA may approve reinstatement of the family if it determines the lack of response was due to HACA error, or to circumstances beyond the family's control.

Removal from the Waiting List

HACA Policy

If at any time an applicant family is on the waiting list HACA determines that the family is not eligible for assistance (see Chapter 3), the family will be removed from the waiting list.

If an applicant family is removed from the waiting list because HACA has determined the family is not eligible for assistance or requests in writing to be removed from the waiting list, a notice will be sent to the family's address of record ~~as well as to any alternate address requested on the initial application~~. The notice will state the reasons the family was removed from the waiting list and will inform the family how to request an informal review regarding HACA's decision (see Chapter 16) [24 CFR 982.201(f)].

PART III: SELECTION FOR HCV ASSISTANCE

4-III.A. OVERVIEW

As vouchers become available, families on the waiting list must be selected for assistance in accordance with the policies described in this part.

The order in which families are selected from the waiting list depends on the selection method chosen by the PHA and is impacted in part by any selection preferences for which the family qualifies. The availability of targeted funding also may affect the order in which families are selected from the waiting list.

The PHA must maintain a clear record of all information required to verify that the family is selected from the waiting list according to the PHA's selection policies [24 CFR 982.204(b) and 982.207(e)].

4-III.B. SELECTION AND HCV FUNDING SOURCES

Special Admissions [24 CFR 982.203]

HUD may award funding for specifically-designated families living in specified types of units (e.g., a family that is displaced by demolition or disposition of public housing; a non-purchasing family residing in a HOPE 1 or 2 project). In these cases, the PHA may admit such families whether or not they are on the waiting list, and, if they are on the waiting list, without considering the family's position on the waiting list. These families are considered non-waiting list selections. The PHA must maintain records showing that such families were admitted with special program funding.

Targeted Funding [24 CFR 982.204(e)]

HUD may award a PHA funding, and/or designate assistance, for a specified category of families on the waiting list. The PHA must use this funding only to assist the families within the specified category. In order to assist families within a targeted funding category, the PHA may skip families that do not qualify within the targeted funding category.

HACA Policy

For any specified category of families for which HUD may award funding to HACA, and/or designate assistance for, HACA will select the applicant for assistance in the following order:

- If set forth by the HUD funding award, in that order;
- If not set forth by the HUD funding award, in the order of first come, first served.

Categories of Families for which HUD Has Designated Assistance or Awarded Funding to HACA, or for which HUD May Award Funding to HACA in Response to an Application From HACA, include, but are not limited to:

- **HUD Office of Policy Development and Research, Impact of Housing and Services Interventions on Homeless Families Study**
For up to a maximum of 10 permanent vouchers that HACA has agreed to

dedicate to the study, the waiting list is always open to an otherwise eligible homeless applicant referred to HACA by the research project.

- ~~**Notice of Funding Availability (NOFA) Family Unification Program (FUP)**~~

~~HACA has executed a Memorandum of Understanding (MOU) dated November 19, 2010 with the Alameda County Social Services Department, the applicable Public Child Welfare Agency (PCWA). HACA, upon receipt of the PCWA list of families and youths currently in the PCWA caseload, will compare the names with those of families and youths already on HACA's HCV waiting list. Any family or youth on HACA's HCV waiting list that matches with the PCWA's list will be assisted in order of its position on the waiting list in accordance with HACA admission policies. Any family or youth certified by the PCWA as eligible and not on the HCV waiting list will be placed on the waiting list. If HACA has closed the HCV waiting list, it will reopen the waiting list to accept a FUP applicant family or youth who is not currently on HACA's HCV waiting list.~~

- **Rental Assistance for Non-Elderly Disabled (RANENED) Families Transitioning from MediCal Funded Facilities**

HACA has executed an MOU dated June 17, 2010, with East Bay Innovations, the applicable Lead Organization (LO). HACA, upon receipt of the LO's list of families or individuals eligible for RANENED, will compare the names with those of families already on HACA's HCV waiting list. Any family on HACA's HCV waiting list that matches with the LO's list will be assisted in order of their position on the HCV waiting list in accordance with HACA admission policies. Any family certified by the LO as eligible and not on the HCV waiting list will be placed on the RANE-NED waiting list. If HACA has closed the RANE-NED waiting list, it will reopen the waiting list to accept a RANE-NED applicant family who is not currently on the RANE-NED or HCV waiting list.

- **Veterans Affairs Supportive Housing (VASH)**

HACA does not maintain a waiting list or apply preferences/priority for this program in accordance with Federal Register Vol. 73, No. 88, May 6, 2008 (Docket No. FR-5213-N-01), as participants are referred for assistance directly from the Veterans Administration.

Regular HCV Funding

Regular HCV funding may be used to assist any eligible family on the waiting list. Families are selected from the waiting list according to the policies provided in Section 4-III.C.

4-III.C. SELECTION METHOD

PHAs must describe the method for selecting applicant families from the waiting list, including the system of admission preferences that the PHA will use [24 CFR 982.202(d)].

Local Preferences [24 CFR 982.207; HCV p. 4-16; CA Health & Safety Code Section 34322.2(a) and (b)]

PHAs are permitted to establish local preferences, and to give priority to serving families that meet those criteria. HUD specifically authorizes and places restrictions on certain types of local preferences. HUD also permits the PHA to establish other local preferences, at its discretion. Any local preferences established must be consistent with the PHA plan and the consolidated plan, and must be based on local housing needs and priorities that can be documented by generally accepted data sources.

HACA Policy

Section 8 Housing Choice Voucher Program (HCV)

HACA applies the following preferences and priority:

- ~~FUP Graduates: Emancipated youth currently receiving housing assistance from HACA pursuant to HUD's Family Unification Program (FUP) regulations effective 2009 or later, who as determined by the Alameda County Social Services Agency, are in good standing, and are nearing the end of their participation in FUP and will graduate from the program and has been referred to HACA by the Alameda County Social Services.~~
- Shortfall Terminated (4250 points): Participants of HACA's HCV program that were terminated due to insufficient funding.
- Shortfall Recalled (130 points): Applicants on HACA's HCV waiting list who received a voucher but had not yet utilized the voucher when it was recalled and were returned to the waiting list due to insufficient funding.
- CHOICES or FACT Graduates (40 points): Participants of the CHOICES or FACT programs sponsored by the Alameda County Behavioral Health Care Services Agency (BHCS), who, as determined by BHCS, are in good standing; are nearing the end of their participation; will soon graduate from the program; and, have been referred to HACA by BHCS. Applicants may not receive both the CHOICES or FACT Graduates preference and the MHSA Graduates preference.
- Displaced-HACA (50 points): Displaced family—HACA-owned or HACA-managed housing as set forth in the Glossary.
- Displaced-Other (10 points): Displaced family as set forth in the Glossary.
- MHSA Graduates (Formerly, Choices or FACT Graduates)(40 points): Participants of the State of California Mental Health Services Act (MHSA) shelter and services program sponsored by the Alameda County Behavioral Health Care Services Agency (BHCS), who, as determined by BHCS, are in good standing; are nearing the end of their participation; will soon graduate from the program; and, have been referred to HACA by BHCS.

- Homeless (20 points): Individual applicants or applicant families that verifiably lack housing, including one whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations; an individual who is a resident in transitional housing; or an individual who has as a primary residence a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings as confirmed by the applicant’s local homeless service organization or consortia of organizations.
- ~~PH Mishoused: *Public Housing Mishoused* as set forth in the *Glossary* who are Public Housing tenants currently residing in HACA’s jurisdiction whose unit size HACA has determined to have been inappropriate for the size and composition of the family, or designated as restricted to elderly or disabled families where the family is neither elderly nor disabled, for at least 90 days and who has not been offered a transfer to another unit due to unit unavailability.~~
- ~~Resident: Families that, at the time of selection from the waiting list, reside anywhere in HACA’s jurisdiction, or include a member who works, or has been hired to work in the jurisdiction. Use of this preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.~~
- ~~Sole Persons Elderly/Disabled: Sole persons:

 - ~~62 years of age or older; or~~
 - ~~persons with disabilities as set forth in the *Glossary*~~~~
- Veteran (1 point): Priority will be given to veterans or servicepersons as set forth in the *Glossary* within each preference category.

HACA will select applicants from its waiting list for HCV assistance in the following order:

1. Applicants for Targeted Funding as set forth in Section 4-III.B above
2. Shortfall Terminated families:
3. Shortfall Recalled families
4. CHOICES, FACT or MHSa Program Graduates
5. Prior to assisting further applicants on the waiting list, HACA will assist the following families, in the following order:
 - a. Current HCV participants whose moves have been denied due to insufficient funding.
 - a.
 - b. Currently housed Project-Based Voucher holders who have priority to receive the next available opportunity for continued tenant-based assistance as outlined in Section 17VII.C.
 - b.
6. HACA will select remaining applicants on the waiting list.

~~Next, HACA will select remaining applicants on the waiting list.~~

~~Note #1: Prior to assisting applicants in category 3 below, HACA will assist currently housed Project Based Voucher holders who have priority to receive the next available opportunity for continued tenant based assistance as outlined in Section 17 VII.C.~~

~~Note #21: For the following categories 3 through 10 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference and Homeless preferences such that no more than five applicants from ~~this these~~ preferences will be selected in any calendar month.~~

~~Note #2: For CHOICES, FACT, or MHSAs Program Graduates:~~

~~1. Applicants for Targeted Funding as set forth in Section 4 II.B above~~

~~2. FUP Graduates and MHSAs, CHOICES or FACT Program Graduates~~

~~a. FUP Graduates~~

~~i. HACA will assist applicants in the order of first come, first served except that veterans or servicepersons as set forth in the *Glossary* will be assisted before applicants who are not veterans or servicepersons.~~

~~ii. HACA will limit the number of applicants that may qualify for this preference such that no more than five applicants from this preference will be selected in any calendar month.~~

~~b. MHSAs, CHOICES or FACT Program Graduates~~

~~i.a. HACA will conduct a lottery of MHSAs, CHOICES and FACT Program graduates referred by BHCS and assist applicants in order of ascending lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) except that veterans or servicepersons as set forth in the *Glossary* will be assisted before applicants who are not veterans or servicepersons.~~

~~ii. HACA will limit the number of applicants that may qualify for this preference such that no more than 75 applicants of the combined MHSAs, CHOICES, CHOICES and FACT graduates from this preference will be selected annually.~~

~~3. a.) Veteran and Displaced HACA or b.) Veteran and Displaced Other and Resident and Sole Persons Elderly/Disabled~~

~~4. a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~

~~5. a.) Veteran and Displaced HACA or b.) Veteran and Displaced Other and Resident.~~

~~6. a.) Displaced HACA or b.) Displaced Other and Resident~~

~~7. a.) Veteran and Displaced HACA or b.) Veteran and Displaced Other and Sole Persons Elderly/Disabled~~

~~8. a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~

- ~~9. Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~10. a.) Displaced HACA or b.) Displaced Other~~
- ~~11. Veteran and PH Mishoused and Resident and Sole Persons Elderly/Disabled~~
- ~~12. PH Mishoused and Resident and Sole Persons Elderly/Disabled~~
- ~~13. Veteran and PH Mishoused and Resident~~
- ~~14. PH Mishoused and Resident~~
- ~~15. Veteran and PH Mishoused and Sole Persons Elderly/Disabled~~
- ~~16. PH Mishoused and Sole Persons Elderly/Disabled~~
- ~~17. Veteran and PH Mishoused~~
- ~~18. PH Mishoused~~
- ~~19. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~20. Resident and Sole Persons Elderly/Disabled~~
- ~~21. Veteran and Resident~~
- ~~22. Resident~~
- ~~23. Veteran and Sole Persons Elderly/Disabled~~
- ~~24. Sole Persons Elderly/Disabled~~
- ~~25. Veteran~~

~~26.b. Applicants without preferences or priority~~

~~Preference points are aggregated to produce the total preference points for each applicant. Applicants with the same total preference points will then be sorted by the method in which they were selected to be placed on the waiting list (i.e., date and time of application or order of random selection).~~

~~For categories 3 through 26 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either:~~

- ~~• order of ascending lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to categories 3 through 10 and 19 through 26 above); or~~
- ~~• the date and time their complete application is received by HACA (applies to categories 1, 2 and 11 through 18 above).~~

Section 8 Project-Based Voucher Program (PBV)

HACA selectively applies the following preferences and priorities as set forth in the individual ~~selection categories~~waiting lists listed below:

- In-Place Family (400 points): A PBV In-Place Family living in a PBV contract unit as set forth in Section 17-VI.B. ~~This preference applies irrespective of whether the family is in need of services offered at a particular PBV project as set forth immediately below in “Supportive Services”.~~
- Displaced-Emeryville (2 points): Qualified households who have been displaced as a result of the City of Emeryville’s or City of Emeryville Redevelopment Agency’s public projects or the City’s code enforcement activities.
- Displaced-HACA (50 points): *Displaced family—HACA-owned or HACA-managed housing* as set forth in the *Glossary*.
- Displaced-Other (10 points): *Displaced family* as set forth in the *Glossary*.
- Homeless (20 points): Individual applicants or applicant families that verifiably lack housing, including one whose primary residence during the night is a supervised public or private facility that provides temporary living accommodations; an individual who is a resident in transitional housing; or an individual who has as a primary residence a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings as confirmed by the applicant’s local homeless service organization or consortia of organizations.
- ~~• Fremont Resident: Families that reside in Fremont, or include a member who works, or has been notified they are hired to work in Fremont. Use of this preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.~~
- CCT Participant (20 points): Families that include at least one household member who is a person with a disability and a MediCal recipient who has resided in an institution for at least 90 days and is transitioning into the community as confirmed by the Non-Elderly Disabled (NED) program Lead Organization.
- Voluntary Supportive Services (8 points): *Voluntary Supportive Services families* as set forth in the *Glossary*.
- Extremely Low-Income (30 points): Families whose annual income does not exceed the higher of, by family size, 1) the federal poverty level applicable to the family; or 2) 30% of area median income (AMI), as determined by HUD.
- Veteran (1 point): Priority will be given to veterans or servicepersons as set forth in the *Glossary* within each preference category.

Preference points are aggregated to produce the total preference points for each applicant. Applicants with the same total preference points will then be sorted by the method in which they were selected to be placed on the waiting list (i.e., date and time of application or order of random selection).

Except for applicants referred by an owner participating in HACA's PBV Program in instances when HACA failed to provide sufficient eligible families from the waiting list to fill a vacancy within 30 days of the owner's notification to HACA of the vacancy,

~~HACA will select HACA will select applicants from each selection category for PBV assistance, as follows:~~

~~**SELECTION CATEGORIES WAITING LISTS**~~

~~**Arroyo Vista Senior Housing Carlow Court (City of Dublin)**~~

~~All applicants At least one household member must be age 62 or older by the date of selection to qualify. HACA will select applicants for the Arroyo Vista Senior Housing selection category in the following order:~~

~~Note: For the following categories 2 through 9 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Displaced Arroyo Vista~~
- ~~2. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~3. a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~4. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~5. a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~6. Veteran and a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~7. a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~8. Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~9. a.) Displaced HACA or b.) Displaced Other~~
- ~~10. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~11. Resident and Sole Persons Elderly/Disabled~~
- ~~12. Veteran and Resident~~
- ~~13. Resident~~
- ~~14. Veteran and Sole Persons Elderly/Disabled~~
- ~~15. Sole Persons Elderly/Disabled~~
- ~~16. Veteran~~
- ~~17. Applicants without preferences or priority~~

~~For categories 2 through 17 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except Displaced Arroyo Vista); or~~

~~the date and time their complete application is received by HACA (applies to Displaced Arroyo Vista)~~

~~50% AMI Units~~

~~Displaced-Other~~

~~Veteran~~

~~30% AMI Units~~

~~Displaced-Other~~

~~Extremely Low-Income~~

- ~~• Veteran~~

~~***Arroyo Vista Family Housing Wexford Way (City of Dublin)***~~

~~50% AMI Units~~

~~Displaced-Other~~

~~Veteran~~

~~30% AMI Units~~

~~Displaced-Other~~

~~Extremely Low-Income~~

~~**Veteran** HACA will select applicants for the Arroyo Vista Family Housing selection category in the following order:~~

~~Note: For the following categories 2 through 9 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Displaced Arroyo Vista~~
- ~~2. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~3. a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~4. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~5. a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~6. Veteran and a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~7. a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~8. Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~9. a.) Displaced HACA or b.) Displaced Other~~
- ~~10. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~11. Resident and Sole Persons Elderly/Disabled~~

- ~~12. Veteran and Resident~~
- ~~13. Resident~~
- ~~14. Veteran and Sole Persons Elderly/Disabled~~
- ~~15. Sole Persons Elderly/Disabled~~
- ~~16. Veteran~~
- ~~17. Applicants without preferences or priority~~

~~For categories 2 through 17 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except Displaced Arroyo Vista); or~~
- ~~• The date and time their complete application is received by HACA (applies to Displaced Arroyo Vista)~~

Rotary Bridgeway East ~~(City of Fremont)~~

~~Displaced-Other~~

~~Voluntary Supportive Services~~

~~Homeless~~

~~Veteran~~HACA will select applicants for the ~~Bridgeway East~~ selection category in the following order:

- ~~1. Veteran and Homeless and Resident and Sole Persons Elderly/Disabled~~
- ~~2. Homeless and Resident and Sole Persons Elderly/Disabled~~
- ~~3. Veteran and Homeless and Resident~~
- ~~4. Homeless and Resident~~
- ~~5. Veteran and Homeless and Sole Persons Elderly/Disabled~~
- ~~6. Homeless and Sole Persons Elderly/Disabled~~
- ~~7. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~8. Resident and Sole Persons Elderly/Disabled~~
- ~~9. Veteran and Resident~~
- ~~10. Resident~~
- ~~11. Veteran and Sole Persons Elderly/Disabled~~
- ~~12. Sole Persons Elderly/Disabled~~
- ~~13. Veteran~~
- ~~14. Applicants without preferences or priority~~

~~For categories 1 through 14 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C. — Closing the Waiting List); or~~
- ~~• The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C. — Closing the Waiting List).~~

Lorenzo Creek ~~(*Castro Valley*)~~

Displaced-Other

Voluntary Supportive Services

Homeless

Veteran ~~HACA will select applicants for the Lorenzo Creek selection category in the following order:~~

- ~~1. Veteran and Homeless and Resident and Sole Persons Elderly/Disabled~~
- ~~2. Homeless and Resident and Sole Persons Elderly/Disabled~~
- ~~3. Veteran and Homeless and Resident~~
- ~~4. Homeless and Resident~~
- ~~5. Veteran and Homeless and Sole Persons Elderly/Disabled~~
- ~~6. Homeless and Sole Persons Elderly/Disabled~~
- ~~7. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~8. Resident and Sole Persons Elderly/Disabled~~
- ~~9. Veteran and Resident~~
- ~~10. Resident~~
- ~~11. Veteran and Sole Persons Elderly/Disabled~~
- ~~12. Sole Persons Elderly/Disabled~~
- ~~13. Veteran~~
- ~~14. Applicants without preferences or priority~~

~~For categories 1 through 14 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a~~

~~higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. — Closing the Waiting List); or~~

- ~~• The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. — Closing the Waiting List).~~

Magnolia Terrace (City of Emeryville)

At least one household member must be ~~disabled~~ a person with a disability in order to qualify. Note: This project’s funding for supportive services is targeted to serve persons with developmental disabilities.

Displaced-Emeryville

Displaced-Other

Voluntary Supportive Services

Veteran HACA will select applicants for the Magnolia Terrace selection category in the following order:

- ~~1. Veteran and Supportive Services and Displaced-Emeryville and Resident~~
- ~~2. Supportive Services and Displaced-Emeryville and Resident~~
- ~~3. Veteran and Supportive Services and Displaced-Emeryville~~
- ~~4. Supportive Services and Displaced-Emeryville~~
- ~~5. Veteran and Supportive Services and Resident~~
- ~~6. Supportive Services and Resident~~
- ~~7. Veteran and Supportive Services~~
- ~~8. Supportive Services~~
- ~~9. Veteran and Displaced-Emeryville and Resident~~
- ~~10. Displaced-Emeryville and Resident~~
- ~~11. Veteran and Displaced-Emeryville~~
- ~~12. Displaced-Emeryville~~
- ~~13. Veteran and Resident~~
- ~~14. Resident~~
- ~~15. Veteran~~
- ~~16. Applicants without preferences or priority~~

~~For categories 1 through 16 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~order of ascending lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. Closing the Waiting List); or~~
- ~~The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. Closing the Waiting List).~~

Main Street Village (City of Fremont)

At least one household member must be eligible for Voluntary Supportive Services offered by the project and at least one household member must be homeless as defined in Preferences (above) for the Section 8 PBV program in order to qualify.

Homeless Units

All PBV Units (32): At least one family member must participate in a Service Plan Agreement and receive at least one of the following supportive services as stated in the Service Plan as offered by the project to qualify (see Section 17-II.F for more information):

- ~~Transportation for activities such as (but not limited to) grocery shopping, job training, education, attending medical and dental appointments, etc.~~
- ~~Supervised taking of medications~~
- ~~Treatment for drug addiction (for recovering and current users)~~
- ~~Treatment for alcohol addiction (for recovering and current users)~~
- ~~Training and development of housekeeping and homemaking skills~~
- ~~Family budgeting~~
- ~~Child care~~
- ~~Parenting skills~~
- ~~Computer access and training~~
- ~~Library access~~
- ~~Work skills development, job training and employment counseling~~
- ~~Educational/vocational opportunities~~
- ~~Case Management services and/or counseling~~
- ~~Access to Health and Psychiatric Services, i.e. nurse/medical staff, mental health professional, etc.~~
- ~~Life skills training~~

~~• Access to on-site/off-site social activities~~

~~Homeless Units (22): At least one household member must be homeless as defined in Preferences (above) for the Section 8 PBV program in order to qualify.~~
~~Displaced-Other~~

~~Homeless~~

~~Voluntary Supportive Services~~

~~Veteran~~ HACA will select applicants for the Main Street Village selection category to fill the 22 Homeless Units in the following order:

- ~~1. Veteran and Homeless and Fremont Resident~~
- ~~2. Homeless and Fremont Resident~~
- ~~3. Veteran and Homeless and Resident~~
- ~~4. Homeless and Resident~~
- ~~5. Veteran and Homeless~~
- ~~6. Homeless~~

~~For categories 1 through 6 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C. — Closing the Waiting List); or~~
- ~~• The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C. — Closing the Waiting List).~~

~~Homeless and Special Needs Disabled Units (10):~~

~~In addition to the other requirements above for this project, a~~ At least one household member must be ~~disabled~~ a person with a disability in order to qualify.

~~-Displaced-Other~~

~~Homeless~~

~~Voluntary Supportive Services~~

~~Veteran~~ HACA will select applicants for the Main Street Village selection category to fill the 10 Special Needs Units in the following order:

- ~~1. Veteran and Special Needs and Fremont Resident~~
- ~~2. Special Needs and Fremont Resident~~

- ~~3. Veteran and Special Needs and Resident~~
- ~~4. Special Needs and Resident~~
- ~~5. Veteran and Special Needs~~
- ~~6. Special Needs~~
- ~~7. Veteran and Fremont Resident~~
- ~~8. Fremont Resident~~
- ~~9. Veteran and Resident~~
- ~~10. Resident~~
- ~~11. Veteran~~
- ~~12. Applicants without preferences or priority~~

For categories 1 through 12 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;

- ~~• order of ascending lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C. – Closing the Waiting List); or~~
- ~~• The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C. – Closing the Waiting List).~~

Maple Square (City of Fremont)

Displaced-Other

~~Veteran~~HACA will select applicants for the Maple Square selection category in the following order:

~~Note: For the following categories 1 through 8 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~2. a.) Displaced HACA or b.) Displaced Other and Resident and Soles Persons Elderly/Disabled~~
- ~~3. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~4. a.) Displaced HACA or b.) Displaced Other and Resident~~

- ~~5. — Veteran and a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~6. — a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~7. — Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~8. — a.) Displaced HACA or b.) Displaced Other~~
- ~~9. — Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~10. — Resident and Sole Persons Elderly/Disabled~~
- ~~11. — Veteran and Resident~~
- ~~12. — Resident~~
- ~~13. — Veteran and Sole Persons Elderly/Disabled~~
- ~~14. — Sole Persons Elderly/Disabled~~
- ~~15. — Veteran~~
- ~~16. — Applicants without preferences or priority~~

~~For categories 1 through 16 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• — **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. — Closing the Waiting List); or~~
- ~~• The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. — Closing the Waiting List).~~

Mayten Manor ~~(City of Hayward)~~

At least one household member must be age 62 or older or ~~disabled~~ a person with a disability by the date of selection in order to qualify.

Displaced-Other

~~Veteran~~HACA will select applicants for the Mayten Manor selection category in the following order:

~~Note: For the following categories 1 through 8 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. — Veteran and a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~

- ~~2. a.) Displaced HACA or b.) Displaced Other and Resident and Soles Persons Elderly/Disabled~~
- ~~3. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~4. a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~5. Veteran and a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~6. a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~7. Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~8. a.) Displaced HACA or b.) Displaced Other~~
- ~~9. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~10. Resident and Sole Persons Elderly/Disabled~~
- ~~11. Veteran and Resident~~
- ~~12. Resident~~
- ~~13. Veteran and Sole Persons Elderly/Disabled~~
- ~~14. Sole Persons Elderly/Disabled~~
- ~~15. Veteran~~
- ~~16. Applicants without preferences or priority~~

~~For categories 1 through 16 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C. – Closing the Waiting List); or~~
- ~~• The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C. – Closing the Waiting List).~~

Peppertree Village (City of Hayward)

Displaced-Other

~~Veteran~~HACA will select applicants for the Peppertree Village selection category in the following order:

~~Note: For the following categories 1 through 8 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference~~

~~such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~2. a.) Displaced HACA or b.) Displaced Other and Resident and Soles Persons Elderly/Disabled~~
- ~~3. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~4. a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~5. Veteran and a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~6. a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~7. Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~8. a.) Displaced HACA or b.) Displaced Other~~
- ~~9. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~10. Resident and Sole Persons Elderly/Disabled~~
- ~~11. Veteran and Resident~~
- ~~12. Resident~~
- ~~13. Veteran and Sole Persons Elderly/Disabled~~
- ~~14. Sole Persons Elderly/Disabled~~
- ~~15. Veteran~~
- ~~16. Applicants without preferences or priority~~

~~For categories 1 through 16 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. — Closing the Waiting List); or~~
- ~~• The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. — Closing the Waiting List).~~

~~*Station Center (City of Union City)*~~

~~Displaced-Other~~

~~Veteran~~HACA will select applicants for the Station Center selection category in the following order:

~~Note: For the following categories 1 through 8 below, HACA will limit the number of applicants that may qualify for the Displaced Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~2. a.) Displaced HACA or b.) Displaced Other and Resident and Soles Persons Elderly/Disabled~~
- ~~3. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~4. a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~5. Veteran and a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~6. a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~7. Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~8. a.) Displaced HACA or b.) Displaced Other~~
- ~~9. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~10. Resident and Sole Persons Elderly/Disabled~~
- ~~11. Veteran and Resident~~
- ~~12. Resident~~
- ~~13. Veteran and Sole Persons Elderly/Disabled~~
- ~~14. Sole Persons Elderly/Disabled~~
- ~~15. Veteran~~
- ~~16. Applicants without preferences or priority~~

~~For categories 1 through 16 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C.—Closing the Waiting List); or~~
- ~~• The date and time their complete application is received by HACA (applies to applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C.—Closing the Waiting List).~~

Third Street Apartments (City of Hayward)

At least one household member must be homeless as defined in Preferences (above) for the Section 8 PBV program in order to qualify.

Displaced-Other

Homeless

Veteran

HACA will select applicants for the Third Street Apartments selection category in the following order:

~~Note: For the following categories 3 through 10 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Veteran and In-Place Family~~
- ~~2. In-Place Family~~
- ~~3. Veteran and a.) Displaced-HACA or b.) Displaced-Other and Resident and Sole Persons Elderly/Disabled~~
- ~~4. a.) Displaced-HACA or b.) Displaced-Other and Resident and Sole Persons Elderly/Disabled~~
- ~~5. Veteran and a.) Displaced-HACA or b.) Displaced-Other and Resident~~
- ~~6. a.) Displaced-HACA or b.) Displaced-Other and Resident~~
- ~~7. Veteran and a.) Displaced-HACA or b.) Displaced-Other and Sole Persons Elderly/Disabled~~
- ~~8. a.) Displaced-HACA or b.) Displaced-Other and Sole Persons Elderly/Disabled~~
- ~~9. Veteran and a.) Displaced-HACA or b.) Displaced-Other~~
- ~~10. a.) Displaced-HACA or b.) Displaced-Other~~
- ~~11. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~12. Resident and Sole Persons Elderly/Disabled~~
- ~~13. Veteran and Resident~~
- ~~14. Resident~~
- ~~15. Veteran and Sole Persons Elderly/Disabled~~
- ~~16. Sole Persons Elderly/Disabled~~
- ~~17. Veteran~~
18. Applicants without preferences or priority

~~For categories 3 through 18 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• order of ascending lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except In Place Family applicants and applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. Closing the Waiting List); or~~
- ~~• The date and time their complete application is received by HACA (applies to In Place Family applicants and applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. Closing the Waiting List).~~

Union City Units (58 Scattered)

Displaced-HACA

HACA will select applicants for the Union City Units selection category in the following order:

Note: For the following categories 3 through 10 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.

- ~~1. Veteran and In-Place Family~~
- ~~2. In-Place Family~~
- ~~3. Veteran and a.) Displaced HACA or b.) Displaced-Other and Resident and Sole Persons Elderly/Disabled~~
- ~~4. a.) Displaced HACA or b.) Displaced-Other and Resident and Sole Persons Elderly/Disabled~~
- ~~5. Veteran and a.) Displaced HACA or b.) Displaced-Other and Resident~~
- ~~6. a.) Displaced HACA or b.) Displaced-Other and Resident~~
- ~~7. Veteran and a.) Displaced HACA or b.) Displaced-Other and Sole Persons Elderly/Disabled~~
- ~~8. a.) Displaced HACA or b.) Displaced-Other and Sole Persons Elderly/Disabled~~
- ~~9. Veteran and a.) Displaced HACA or b.) Displaced-Other~~
- ~~10. a.) Displaced HACA or b.) Displaced-Other~~
- ~~11. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~12. Resident and Sole Persons Elderly/Disabled~~
- ~~13. Veteran and Resident~~
- ~~14. Resident~~
- ~~15. Veteran and Sole Persons Elderly/Disabled~~
- ~~16. Sole Persons Elderly/Disabled~~

~~17. — Veteran~~

~~18. — Applicants without preferences or priority~~

~~For categories 3 through 18 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• — **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except In Place Family applicants and applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. — Closing the Waiting List); or~~

~~The date and time their complete application is received by HACA (applies to In Place Family applicants and applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 II.C. — Closing the Waiting List); Displaced-Other~~

- ~~• Veteran~~

~~**Nidus Court and Dyer Units (City of Union City)**~~

~~All applicants At least one household member must be age 62 or older ~~by the date of selection~~ to qualify.~~

~~Displaced-HACA~~

~~Displaced-Other~~

~~Veteran~~

~~**Dyer Street**~~

~~At least one household member must be age 62 or older to qualify.~~

~~Displaced-HACA~~

~~Displaced-Other~~

~~Veteran~~

~~—HACA will select applicants for the Nidus and Dyer Units selection category in the following order:~~

~~Note: For the following categories 3 through 10 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. — Veteran and In-Place Family~~
- ~~2. — In-Place Family~~
- ~~3. — Veteran and a.) Displaced-HACA or b.) Displaced-Other and Resident and Sole Persons Elderly/Disabled~~
- ~~4. — a.) Displaced-HACA or b.) Displaced-Other and Resident and Sole Persons Elderly/Disabled~~

- ~~5. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~6. a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~7. Veteran and a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~8. a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~9. Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~10. a.) Displaced HACA or b.) Displaced Other~~
- ~~11. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~12. Resident and Sole Persons Elderly/Disabled~~
- ~~13. Veteran and Resident~~
- ~~14. Resident~~
- ~~15. Veteran and Sole Persons Elderly/Disabled~~
- ~~16. Sole Persons Elderly/Disabled~~
- ~~17. Veteran~~
- ~~18. Applicants without preferences or priority~~

~~For categories 3 through 18 directly above, ties among applicants who have the same preferences/priority are resolved, as applicable, by either;~~

- ~~• **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one) (applies to all preferences/priority except In Place Family applicants and applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C.—Closing the Waiting List); or~~

~~The date and time their complete application is received by HACA (applies to In Place Family applicants and applicants referred by the owner when HACA fails to provide sufficient eligible families from its waiting list as described in 4 H.C.—Closing the Waiting List).~~**Howard Collins Bridgeway**

Displaced-Other

Veteran

Eden Commons

At least one household member must be a person with a disability, as well as, a MediCal recipient who has resided in an institution for at least 90 days and is transitioning into the community.

Displaced-Other

CCT Participant

Veteran

Flanders House

At least one household member must be a person with a disability, as well as, a MediCal recipient who has resided in an institution for at least 90 days and is transitioning into the community.

Displaced-Other

CCT Participant

Veteran

Emery Glen

At least one household member must be eligible for Voluntary Supportive Services offered by the project.

Displaced-HACA

Displaced-Other

Voluntary Supportive Services

Veteran

Mission View

At least one household member must be eligible for Voluntary Supportive Services offered by the project.

Displaced-HACA

Displaced-Other

Voluntary Supportive Services

Veteran

Kottinger Gardens

At least one household member must be age 62 or older to qualify.

Displaced-Other

Veteran

CCT East Bay

At least one household member must be a person with a disability, as well as, a MediCal recipient who has resided in an institution for at least 90 days and is transitioning into the community.

Displaced-Other

CCT Participant

Veteran

Estrella Vista

Units for Persons with Disabilities

At least one household member must be a person with a disability to qualify.

Displaced-Other

Veteran

Remaining Units

Displaced-Other

Veteran

Mission Court

At least one household member must be age 62 or older to qualify.

50% AMI Units

Displaced-Other

Veteran

30% AMI Units

Displaced-Other

Extremely Low-Income

Veteran

Stevenson Terrace

At least one household member must be age 62 or older to qualify.

Displaced-Other

Veteran

La Vereda

At least one household member must be age 62 or older to qualify. All other household members must be age 45 or older (unless they are a spouse, cohabitant, person providing primary physical or economic support to the senior citizen, or are a person with a disability who is a child or grandchild of the senior citizen, and who must live with the senior citizen because of the disability or illness).

50% AMI Units

Displaced-Other

Veteran

30% AMI Units

Displaced-Other

Extremely Low-Income

Veteran

PBV Owner Referral

HACA will select applicants referred by an owner participating in HACA's PBV Program in instances when HACA fails to provide sufficient eligible families from the waiting list to fill a vacancy within 30 days of the owner's notification to HACA of the vacancy in the order of first come, first served, except that veterans or servicepersons as set forth in the Glossary will be selected in the order of first come, first served before applicants who are not veterans or servicepersons.

**Section 8 Moderate Rehabilitation Program (Mod Rehab)**

HACA applies the following preferences and priorities as set forth in the individual ~~selection categories~~ waiting lists listed below:

- Displaced-HACA (50 points): Displaced ~~families~~ family—HACA-owned or HACA-managed housing as set forth in the Glossary.
- Displaced-Other (10 points): Displaced ~~families~~ family as set forth in the Glossary. HACA will select no more than 5 applicants per calendar month from this category (a.k.a. Displaced-Other).
- ~~Resident: Families that, at the time of selection from the waiting list, reside anywhere in HACA's jurisdiction, or include a member who works, or has been hired to work in the jurisdiction. Use of this preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.~~
- ~~Sole Persons Elderly/Disabled: Sole persons:

 - ~~62 years of age or older; or~~
 - ~~persons with disabilities as set forth in the Glossary.~~~~
- Veteran (1 point): Priority will be given to veterans or servicepersons as set forth in the Glossary within each preference category.

Preference points are aggregated to produce the total preference points for each applicant. Applicants with the same total preference points will then be sorted by the method in which they were selected to be placed on the waiting list (i.e., date and time of application or order of random selection).

Except for applicants referred by an owner participating in HACA's Moderate Rehabilitation Program in instances when HACA failed to provide sufficient eligible families from the waiting list to fill a vacancy within 30 days of the owner's notification to HACA of the vacancy, HACA will select applicants as follows:

SELECTION CATEGORIES WAITING LISTS**Moderate Rehabilitation-Atherton Units**

~~All applicants must be disabled by the date of selection. At least one household member must be a person with disabilities to qualify. HACA will select applicants for the Moderate Rehabilitation Atherton Units selection category as follows:~~

~~Except for applicants referred by an owner participating in HACA's Moderate Rehabilitation Program in instances when HACA failed to provide sufficient eligible families from the waiting list to fill a vacancy within 30 days of the owner's notification to HACA of the vacancy, HACA will select applicants in the following order:~~

~~Note: For the following categories 1 through 8 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~2. a.) Displaced HACA or b.) Displaced Other and Resident and Sole Persons Elderly/Disabled~~
- ~~3. Veteran and a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~4. a.) Displaced HACA or b.) Displaced Other and Resident~~
- ~~5. Veteran and a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~6. a.) Displaced HACA or b.) Displaced Other and Sole Persons Elderly/Disabled~~
- ~~7. Veteran and a.) Displaced HACA or b.) Displaced Other~~
- ~~8. a.) Displaced HACA or b.) Displaced Other~~
- ~~9. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~10. Resident and Sole Persons Elderly/Disabled~~
- ~~11. Veteran and Resident~~
- ~~12. Resident~~
- ~~13. Veteran and Sole Persons Elderly/Disabled~~
- ~~14. Sole Persons Elderly/Disabled~~
- ~~15. Veteran~~
- ~~16. Applicants without preferences or priority~~

- ~~• For categories 1 through 16 directly above, ties among applicants who have the same preferences/priority are resolved in **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one).~~

~~HACA will select applicants referred by an owner participating in HACA's Moderate Rehabilitation Program in instances when HACA failed to provide sufficient eligible families from the waiting list to fill a vacancy within 30 days of the owner's notification to HACA of the vacancy in the order of first come, first served, except that veterans or~~

~~servicepersons as set forth in the *Glossary* will be selected in the order of first come, first served before applicants who are not veterans or servicepersons.~~

~~Displaced-HACA~~

~~Displaced-Other~~

~~Veteran~~

Moderate Rehabilitation-Other

~~HACA will select applicants for the Moderate Rehabilitation-Other selection category as follows:~~

~~Except for applicants referred by an owner participating in HACA's Moderate Rehabilitation Program in instances when HACA fails to provide sufficient eligible families from the waiting list to fill a vacancy within 30 days of the owner's notification to HACA of the vacancy, HACA will select applicants in the following order:~~

~~Note: For the following categories 1 through 8 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Veteran and a.) Displaced-HACA or b.) Displaced-Other and Resident and Sole Persons Elderly/Disabled~~
- ~~2. a.) Displaced-HACA or b.) Displaced-Other and Resident and Sole Persons Elderly/Disabled~~
- ~~3. Veteran and a.) Displaced-HACA or b.) Displaced-Other and Resident~~
- ~~4. a.) Displaced-HACA or b.) Displaced-Other and Resident~~
- ~~5. Veteran and a.) Displaced-HACA or b.) Displaced-Other and Sole Persons Elderly/Disabled~~
- ~~6. a.) Displaced-HACA or b.) Displaced-Other and Sole Persons Elderly/Disabled~~
- ~~7. Veteran and a.) Displaced-HACA or b.) Displaced-Other~~
- ~~8. a.) Displaced-HACA or b.) Displaced-Other~~
- ~~9. Veteran and Resident and Sole Persons Elderly/Disabled~~
- ~~10. Resident and Sole Persons Elderly/Disabled~~
- ~~11. Veteran and Resident~~
- ~~12. Resident~~
- ~~13. Veteran and Sole Persons Elderly/Disabled~~
- ~~14. Sole Persons Elderly/Disabled~~

15. Veteran16. Applicants without preferences or priority

~~For categories 1 through 16 directly above, ties among applicants who have the same preferences/priority are resolved in **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one).~~ Displaced-HACA

Displaced-OtherVeteran**Moderate Rehabilitation Owner Referral**

HACA will select applicants referred by an owner participating in HACA's Moderate Rehabilitation Program in instances when HACA fails to provide sufficient eligible families from the waiting list to fill a vacancy within 30 days of the owner's notification to HACA of the vacancy in the order of first come, first served, except that veterans or servicepersons as set forth in the *Glossary* will be selected in the order of first come, first served before applicants who are not veterans or servicepersons.

Low Income Public Housing Program (LIPH)

~~HACA will select applicants for the Low Income Public Housing Program selection category in accordance with Chapter 12 of HACA's Admissions and Continued Occupancy Policy Governing HUD-Aided Public Housing.~~

Income Targeting Requirement [24 CFR 982.201(b)(2)]

HUD requires that extremely low-income (ELI) families make up at least 75 percent of the families admitted to the HCV program during HACA's fiscal year. ELI families are those with annual incomes at or below the higher of the federal poverty level or 30 percent of the area median income. To ensure this requirement is met, a PHA may skip non-ELI families on the waiting list in order to select an ELI family.

Low income families admitted to the program that are “continuously assisted” under the 1937 Housing Act [24 CFR 982.4(b)], as well as low-income or moderate-income families admitted to the program that are displaced as a result of the prepayment of a mortgage or voluntary termination of an insurance contract on eligible low-income housing, are not counted for income targeting purposes [24 CFR 982.201(b)(2)(v)].

HACA Policy

HACA will monitor progress in meeting the income targeting requirement throughout the fiscal year. Extremely low-income families will be selected ahead of other eligible families on an as-needed basis to ensure the income targeting requirement is met.

Order of Selection

The PHA system of preferences may select families based on local preferences according to the date and time of application, or by a random selection process (lottery) [24 CFR 982.207(c)]. If a PHA does not have enough funding to assist the family at the top of the waiting list, it is not permitted to skip down the waiting list to a family that it can afford to subsidize when there are not sufficient funds to subsidize the family at the top of the waiting list [24 CFR 982.204(d) and (e)].

HACA Policy

For families placed on a waiting list, under HACA's system of preferences, HACA will select families with the highest number of preference points and then by the date and time of application or order of random selection as specified in the notice of waiting list opening. Families will be selected from the waiting list based on the targeted funding or selection preference(s) for which they qualify, and in accordance with HACA's hierarchy of preferences, if applicable. Based on the pre-determined methodology at the time of application, within each targeted funding or aggregate preference total, families will either be selected from the waiting list on a first-come, first served basis according to the date and time their complete application is received by HACA or by their randomly selected order at the time of application. ~~Ties among applicants in the same preference category are resolved:~~

- ~~• first, in favor of veterans or servicepersons as set forth in the *Glossary*; and~~
- ~~• then, as applicable, by either:~~
 - ~~○ increasing order of a randomly assigned "tiebreaker" number (that is, applicants with a lower "tiebreaker" number are selected before applicants with a higher one); or~~
 - ~~○ the date and time their complete application is received by HACA.~~

Documentation will be maintained by HACA as to whether families on the list qualify for and are interested in targeted funding. If a higher placed family on the waiting list is not qualified or not interested in targeted funding, there will be a notation maintained so that HACA does not have to ask higher placed families each time targeted selections are made.

4-III.D. NOTIFICATION OF SELECTION

When a family has been selected from the waiting list, the PHA must notify the family [24 CFR 982.554(a)].

HACA Policy

HACA will notify the family by first class mail when it is selected from the waiting list. For the Section 8 HCV program tThe notice will inform the family of the following:

Date, time, and location of the scheduled application interview (in-person, by telephone, or by mail), including any procedures for rescheduling the interview

Who is required to attend the interview if the interview is to be conducted in-person or by telephone

All documents that must be provided at, or before, the interview, including information about what constitutes acceptable documentation

For the PBV or Mod Rehab programs the notice will inform the family of the following:

Where the upcoming vacancy is located

How to contact the property manager in order to determine if the family is interested in renting the unit

The date by which the family's completed application must be received by the property manager

If a notification letter is returned to HACA with no forwarding address, the family will be removed from all of the waiting lists the family is on. A notice of denial (see Chapter 3) will be sent to the family's address of record, ~~as well as to any known alternate address~~.

For site-based waiting lists (i.e. PBV or Mod Rehab), applicants will be removed from the waiting list if they are non-responsive to or refuse two offers of a unit for sites housed under the waiting list. Exceptions will be considered on a case by case basis by the Executive Director or their designee for various reasons to include: lease commitment issues, sequestered jurors, medical emergencies that prevent moving at that time, or death of a family member. All requests for exceptions must be made in writing.

4-III.E. THE APPLICATION INTERVIEW

HUD recommends that the PHA obtain the information and documentation needed to make an eligibility determination through a face-to-face interview with a PHA representative [HCV GB, pg. 4-16]. Being invited to attend an interview does not constitute admission to the program.

Assistance cannot be provided to the family until all SSN documentation requirements are met. However, if the PHA determines that an applicant family is otherwise eligible to participate in the program, the family may retain its place on the waiting list for a period of time determined by the PHA [Notice PIH2012-10].

Reasonable accommodation must be made for persons with disabilities who are unable to attend an interview due to their disability.

HACA Policy

Families selected from the waiting list are required to participate in an eligibility interview (in-person, by telephone, or by mail).

If an in-person or telephone interview is required, the head of household and the spouse/co-head will be strongly encouraged to attend the interview together. However, either the head of household or the spouse/co-head may attend the interview on behalf of the family. Verification of information pertaining to adult members of the household not present at the interview will not begin until signed release forms are returned to HACA.

The head of household or spouse/co-head must provide acceptable documentation of legal identity. (Chapter 7 provides a discussion of proper documentation of legal identity.) If the family representative does not provide the required documentation at the time of the interview, he or she will be required to provide it within 10 business days.

Pending disclosure and documentation of SSNs, HACA will allow the family to retain its place on the waiting list for a period of 90 calendar days. If the family is unable to disclose and provide evidence of the SSN within 90 calendar days, HACA will grant the family an additional 90-day period to comply with the SSN disclosure and documentation requirement if HACA determines the family was unable to comply with the requirements due to circumstances that could not have reasonably been foreseen and were outside the control of the family.

HACA must deny the eligibility of an applicant if s/he (including each member of the household required to disclose his/her SSN) does not disclose a SSN and provide documentation of such SSN within the above time period. If not all household members have disclosed their SSNs at the next time HACA is issuing vouchers, HACA will issue a voucher to the next eligible applicant family on the waiting list.

The family must provide the information necessary to establish the family's eligibility and determine the appropriate level of assistance, as well as complete required forms, provide required signatures, and submit required documentation. If any materials are missing, HACA will provide the family with a written list of items that must be submitted.

Any required documents or information that the family is unable to provide at the interview must be provided within 10 business days of the interview (Chapter 7 provides details about longer submission deadlines for particular items, including documentation of eligible noncitizen status). If the family is unable to obtain the information or materials within the required time frame, the family may request an extension. If the required documents and information are not provided within the required time frame (plus any extensions), the family will be sent a notice of denial (See Chapter 3).

An advocate, interpreter, or other assistant may assist the family with the application and the interview process.

Interviews will be conducted in English. For limited English proficient (LEP) applicants, HACA will provide translation services in accordance with HACA's LEP plan.

If the family is unable to attend a scheduled interview, the family must contact HACA in advance of the interview to schedule a new appointment in accordance with HACA's appointment policy. A family who fails to comply with HACA's reasonable attempts to determine their eligibility will be denied assistance. A notice of denial will be issued in accordance with policies contained in Chapter 3.

4-III.F. COMPLETING THE APPLICATION PROCESS

The PHA must verify all information provided by the family (see Chapter 7). Based on verified information, the PHA must make a final determination of eligibility (see Chapter 3) and must confirm that the family qualified for any special admission, targeted funding admission, or selection preference that affected the order in which the family was selected from the waiting list.

HACA Policy

If HACA determines that the family is ineligible, HACA will send written notification of the ineligibility determination within 10 business days of the determination. The notice will specify the reasons for ineligibility, and will inform the family of its right to request an informal review (Chapter 16).

If a family fails to qualify for any criteria that affected the order in which it was selected from the waiting list (e.g. targeted funding, extremely low-income), the family will be returned to ~~its original position on~~ the waiting list. HACA will notify the family in writing that it has been returned to the waiting list, and will specify the reasons for it.

~~As a temporary measure, from January 11, 2017, through June 30, 2017, if a family fails to qualify for one or more selection preferences that affected the order in which it was selected from the waiting list, the family's eligibility will be processed rather than the family be returned to the waiting list.~~

If HACA determines that the family is eligible to receive assistance, HACA will invite the family to attend a briefing in accordance with the policies in Chapter 5.

If the PHA is located in a metropolitan area, the following additional information must be included in the briefing packet in order to receive full points under SEMAP Indicator 7, Expanding Housing Opportunities [24 CFR 985.3(g)]:

- Maps showing areas with housing opportunities outside areas of poverty or minority concentration, both within its jurisdiction and its neighboring jurisdiction.
- Information about the characteristics of these areas including job opportunities, schools, transportation and other services.
- An explanation of how portability works, including a list of portability contact persons for neighboring PHAs with names, addresses, and telephone numbers.

Additional Items to Be Included in the Briefing Packet

In addition to items required by the regulations, PHAs may wish to include supplemental materials to help explain the program to both participants and owners [HCV GB p. 8-7, Notice PIH 2010-19].

HACA Policy

HACA will provide the following additional materials in the briefing packet:

When HACA-owned units are available for lease, a written statement that the family has the right to select any eligible unit available for lease, and is not obligated to choose a HACA-owned unit

Information on how to fill out and file a housing discrimination complaint form

~~The form HUD-5382 domestic violence certification form and the form HUD-5380 notice of occupancy rights, which contain information on VAWA protections for victims of domestic violence, dating violence, sexual assault, and stalkingInformation about the protections afforded by the Violence against Women Act of 2013 (VAWA) to victims of domestic violence, dating violence, sexual assault, and stalking (see section 16-IX.C)~~

“Is Fraud Worth It?” (form HUD-11401141-OIG) which explains the types of actions a family must avoid and the penalties for program abuse

“What You Should Know about EIV,” a guide to the Enterprise Income Verification (EIV) system published by HUD as an attachment to Notice PIH 2010-19

The HUD pamphlet on lead-based paint entitled *Protect Your Family from Lead in Your Home*

7-I.B. OVERVIEW OF VERIFICATION REQUIREMENTS

HUD's Verification Hierarchy [Notice PIH 2010-19]

HUD mandates the use of the EIV system and offers administrative guidance on the use of other methods to verify family information and specifies the circumstances in which each method will be used. In general HUD requires PHAs to use the most reliable form of verification that is available and to document the reasons when the PHA uses a lesser form of verification.

In order of priority, the forms of verification that HACA will use are:

Up-front Income Verification (UIV) using HUD's Enterprise Income Verification (EIV) system

Up-front Income Verification (UIV) using a non-HUD system

Written Third Party Verification (may be provided by applicant or participant)

Written Third-party Verification Form

Oral Third-party Verification

Self-Certification

Each of the verification methods is discussed in subsequent sections below.

Requirements for Acceptable Documents

HACA Policy

Any documents used for verification must be the original (not photocopies) and generally must be dated either within the 60--days period preceding the reexamination or of the HACA's request date~~date they are provided to HACA~~. The documents must not be damaged, altered or in any way illegible.

Print-outs from Web pages are considered original documents.

HACA staff member who views the original document must make a photocopy, annotate the copy with the name of the person who provided the document and the date the original was viewed, and sign the copy.

Any family self-certifications must be made in a format acceptable to HACA.

File Documentation

PHAs must document in the file how the figures used in income and rent calculations were determined. All verification attempts, information obtained, and decisions reached during the verification process will be recorded in the family's file in sufficient detail to demonstrate that the PHA has followed all of the verification policies set forth in this plan. The record should be sufficient to enable a staff member or HUD reviewer to understand the process followed and conclusions reached.

7-I.C. UP-FRONT INCOME VERIFICATION (UIV)

Up-front income verification (UIV) refers to a PHA's use of the verification tools available from independent sources that maintain computerized information about earnings and benefits.

There may be legitimate differences between the information provided by the family and UIV-generated information. If the family disputes the accuracy of UIV data, no adverse action can be taken until the PHA has independently verified the UIV information and the family has been granted an opportunity to contest any adverse findings through the informal review/hearing process of the PHA.

See Chapter 6 for the PHA's policy on the use of UIV/EIV to determine annual income.

Upfront Income Verification Using HUD's Enterprise Income Verification (EIV) System (Mandatory)

PHAs must use HUD's EIV system in its entirety as a third-party source to verify tenant employment and income information during mandatory reexaminations or recertifications of family composition and income in accordance with 24 CFR 5.236 and administrative guidance issued by HUD. The EIV system contains data showing earned income, unemployment benefits, social security benefits, and SSI benefits for participant families. The following policies apply to HACA's use of HUD's EIV system.

EIV Income Reports

The data shown on income reports is updated quarterly. Data may be between 3 and 6 months old at the time reports are generated.

HACA Policy

HACA will obtain income reports for annual reexaminations on a monthly basis. Reports will be generated as part of the regular reexamination process.

Income reports may be used in the calculation of annual income, as described in Chapter 6-I.C. Income reports may also be used to meet the regulatory requirement for third party verification, as described above. Policies for resolving discrepancies between income reports and family-provided information will be resolved as described in Chapter 6-I.C. and in this chapter.

Income reports will be used in interim reexaminations to identify any discrepancies between reported income and income shown in the EIV system, and as necessary to verify earned income, and to verify and calculate ~~earned income~~, unemployment benefits, Social Security and/or SSI benefits. EIV will also be used to verify that families claiming zero income are not receiving income from any of these sources.

Income reports will be retained in participant files with the applicable annual or interim reexamination documents.

When HACA determines through income reports and third-party verification that a family has concealed or under-reported income, corrective action will be taken pursuant to the policies in Chapter 14, Program Integrity.

EIV Identity Verification

PART III: VERIFYING INCOME AND ASSETS

Chapter 6, Part I of this plan describes in detail the types of income that are included and excluded and how assets and income from assets are handled. Any assets in excess of \$5,000 and income reported by the family, other than fully excluded income, must be verified. This part provides HACA policies that supplement the general verification procedures specified in Part I of this chapter.

7-III.A. EARNED INCOME

Tips

HACA Policy

Unless tip income is included in a family member's W-2 by the employer, persons who work in industries where tips are standard will be required to sign a certified estimate of tips received for the prior year and tips anticipated to be received in the coming year.

Wages

PHA Policy

For wages other than tips, the family must provide originals of the two most current, consecutive pay stubs.

7-III.B. BUSINESS AND SELF EMPLOYMENT INCOME

HACA Policy

Business owners and self-employed persons will be required to provide:

An audited financial statement for the previous fiscal year if an audit was conducted. If an audit was not conducted, a statement of income and expenses must be submitted and the business owner or self-employed person must certify to its accuracy.

All schedules completed for filing federal and local taxes in the preceding year.

If accelerated depreciation was used on the tax return or financial statement, an accountant's calculation of depreciation expense, computed using straight-line depreciation rules.

HACA will provide a format for any person who is unable to provide such a statement to record income and expenses for the coming year. The business owner/self-employed person will be required to submit the information requested and to certify to its accuracy at all future reexaminations.

At any reexamination HACA may request documents that support submitted financial statements such as manifests, appointment books, cash books, or bank statements.

~~If a family member has been self-employed less than three (3) months, HACA will accept the family member's certified estimate of income and schedule an interim reexamination in three (3) months. If the family member has been self-employed for three (3) to twelve~~

~~(12) months HACA will require the family to provide documentation of income and expenses for this period and use that information to project income.~~

- The owner has given the family a notice to vacate, has commenced an action to evict the family, or has obtained a court judgment or other process allowing the owner to evict the family [24 CFR 982.354(b)(2)]. The family must give HACA a copy of any owner eviction notice [24 CFR 982.551(g)].
- The family or a member of the family is or has been the victim of domestic violence, dating violence, sexual assault, or stalking and the move is needed to protect the health or safety of the family or family member [24 CFR 982.354(b)(4)]. This condition applies even when the family has moved out of its unit in violation of the lease, with or without prior notification to HACA, if the family or family member who is the victim reasonably believed that he or she was imminently threatened by harm from further violence if he or she remained in the unit [24 CFR 982.354(b)(4), 24 CFR 982.353(b)]. The PHA must adopt an emergency transfer plan as required by regulations at 24 CFR 5.2007(e).

HACA Policy

If a family requests permission to move with continued assistance based on a claim that the move is necessary to protect the health or safety of a family member who is or has been the victim of domestic violence, dating violence, sexual assault, or stalking, HACA will request that the resident request the emergency transfer using form HUD-5383, and HACA will request documentation in accordance with section 16-IX.D of this plan.

HACA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the family or family member will suffice. In such cases HACA will document the waiver in the family's file.

HACA may choose to provide a voucher to facilitate an emergency transfer of the victim without first terminating the assistance of the perpetrator.

Before granting an emergency transfer, HACA will ensure the victim is eligible to receive continued assistance based on the citizenship or immigration status of the victim.

HACA has adopted an emergency transfer plan, which is included as Exhibit 16-3 to this plan.

- HACA has terminated the HAP contract for the family's unit for the owner's breach [24 CFR 982.354(b)(1)(i)].
- HACA determines that the family's current unit does not meet the HQS space standards because of an increase in family size or a change in family composition. In such cases, HACA must issue the family a new voucher, and the family and HACA must try to find an acceptable unit as soon as possible. If an acceptable unit is available for the family, HACA must terminate the HAP contract for the family's old unit in accordance with the HAP contract terms and must notify both the family and the owner of the termination. The HAP contract terminates at the end of the calendar month that follows the calendar month in which HACA gives notice to the owner. [24 CFR 982.403(a) and (c)]

Other Authorized Reasons for Termination of Assistance [24 CFR 982.552(c), 24 CFR 5.2005(c)(1)]

HUD permits HACA to terminate assistance under a number of other circumstances. It is left to the discretion of HACA whether such circumstances in general warrant consideration for the termination of assistance. As discussed further in section 12-II.E, The Violence Against Women Reauthorization Act of 2013 explicitly prohibits PHAs from considering incidents or actual threatened domestic violence, dating violence, sexual assault, or stalking as reasons for terminating the assistance of a victim of such violence.

Additionally, per the alternative requirements listed in the *Federal Register* notice dated December 29, 2014, PHAs are no longer permitted to terminate assistance to a family due to the family's failure to meet its obligations under the Family Self-Sufficiency (FSS) contract of participation [FR Notice 12/29/14].

HACA Policy

~~HACA will not terminate a family's assistance because of the family's failure to meet its obligations under the Family Self-Sufficiency program.~~

HACA **will** terminate a family's assistance if:

The family has failed to comply with any family obligations under the program. See Exhibit 12-1 for a listing of family obligations and related HACA policies.

Any family member has been evicted from federally-assisted housing in the last five years.

Any PHA has ever terminated assistance under the program for any member of the family.

Any family member has committed fraud, bribery, or any other corrupt or criminal act in connection with any federal housing program.

The family currently owes rent or other amounts to any PHA in connection with Section 8 or public housing assistance under the 1937 Act.

The family has not reimbursed any PHA for amounts the PHA paid to an owner under a HAP contract for rent, damages to the unit, or other amounts owed by the family under the lease.

The family has breached the terms of a repayment agreement entered into with the PHA.

A family member has engaged in or threatened violent or abusive behavior toward HACA personnel.

Abusive or violent behavior towards HACA personnel includes verbal as well as physical abuse or violence. Use of racial epithets, or other language, written or oral, that is customarily used to intimidate may be considered abusive or violent behavior.

Threatening refers to oral or written threats or physical gestures that communicate intent to abuse or commit violence.

Limitations on VAWA Protections [24 CFR 5.2005(d) and (e)]

VAWA does not limit the authority of a PHA to terminate the assistance of a victim of abuse for reasons unrelated to domestic violence, dating violence, sexual assault, or stalking so long as the PHA does not subject the victim to a more demanding standard than it applies to other program participants [24 CFR 5.2005(d)(1)].

Likewise, VAWA does not limit the authority of a PHA to terminate the assistance of a victim of domestic violence, dating violence, sexual assault, or stalking if the PHA can demonstrate an actual and imminent threat to other tenants or those employed at or providing service to the assisted property if the victim is not terminated from assistance [24 CFR 5.2005(d)(2)].

HUD regulations define *actual and imminent threat* to mean words, gestures, actions, or other indicators of a physical threat that (a) is real, (b) would occur within an immediate time frame, and (c) could result in death or serious bodily harm [24 CFR 5.2005(d)(2) and (e)]. In determining whether an individual would pose an actual and imminent threat, the factors to be considered include:

- The duration of the risk
- The nature and severity of the potential harm
- The likelihood that the potential harm will occur
- The length of time before the potential harm would occur [24 CFR 5.2005(e)]

In order to demonstrate an actual and imminent threat, the PHA must have objective evidence of words, gestures, actions, or other indicators. Even when a victim poses an actual and imminent threat, however, HUD regulations authorize a PHA to terminate the victim's assistance "only when there are no other actions that could be taken to reduce or eliminate the threat" [24 CFR 5.2005(d)(3)].

HACA Policy

In determining whether a program participant who is a victim of domestic violence, dating violence, sexual assault or stalking is an actual and imminent threat to other tenants or those employed at or providing service to a property, HACA will consider the following, and any other relevant, factors:

Whether the threat is toward an employee or tenant other than the victim of domestic violence, dating violence, sexual assault, or stalking

Whether the threat is a physical danger beyond a speculative threat

Whether the threat is likely to happen within a short period of time

Whether the threat to other tenants or employees can be eliminated in some other way, such as by helping the victim relocate to a confidential location or seeking a legal remedy to prevent the perpetrator from acting on the threat

If the participant wishes to contest HACA's determination that he or she is an actual and imminent threat to other tenants or employees, the participant may do so as part of the informal hearing.

Documentation of Abuse [24 CFR 5.2007]HACA Policy

When a participant facing assistance termination of assistance for reasons related to domestic violence, dating violence, sexual assault, or stalking claims protection under VAWA, HACA will request that the individual provide documentation supporting the claim in accordance with the policies in section 16-IX.D of this plan.

HACA reserves the right to waive the documentation requirement if it determines that a statement or other corroborating evidence from the individual will suffice. In such cases HACA will document the waiver in the individual's file.

Terminating the Assistance of a Domestic Violence Perpetrator

Although VAWA provides protection against termination for victims of domestic violence, it does not provide such protection for perpetrators. VAWA gives HACA the explicit authority to “terminate assistance to any individual who is a tenant or lawful occupant and who engages in criminal acts of physical violence against family members or others...without terminating assistance to, or otherwise penalizing the victim of such violence who is also a tenant or lawful occupant” [24 CFR 5.2009(a)]. This authority is not dependent on a bifurcated lease or other eviction action by an owner against an individual family member. Further, this authority supersedes any local, state, or other federal law to the contrary. However, if HACA chooses to exercise this authority, it must follow any procedures prescribed by HUD or by applicable local, state, or federal law regarding termination of assistance. This means that HACA must follow the same rules when terminating assistance to an individual as it would when terminating the assistance of an entire family [3/16/07 *Federal Register* notice on the applicability of VAWA to HUD programs].

If the perpetrator remains in the unit, the PHA continues to pay the owner until the PHA terminates the perpetrator from the program. The PHA must not stop paying HAP until 30 days after the owner bifurcates the lease to evict the perpetrator. The PHA may pay HAP for the full month if the 30-day period will end mid-month [Notice PIH 2017-08].

If the perpetrator is the only participant eligible to receive assistance, the PHA will provide any remaining participant a chance to establish eligibility for the program. If the remaining participant cannot do so, the PHA will provide them with 30 days to establish eligibility for another housing program prior to termination of the HAP contract.

HACA Policy

HACA will terminate assistance to a family member if HACA determines that the family member has committed criminal acts of physical violence against other family members or others. This action will not affect the assistance of the remaining, nonculpable family members.

In making its decision, HACA will consider all credible evidence, including, but not limited to, a signed certification (form HUD-5382) or other documentation of abuse submitted to HACA by the victim in accordance with this section and section 16-IX.D. HACA will also consider the factors in section 12-II.D. Upon such consideration, HACA may, on a case-by-case basis, choose not to terminate the assistance of the culpable family member.

12-II.F. TERMINATION NOTICE

HUD regulations require PHAs to provide written notice of termination of assistance to a family only when the family is entitled to an informal hearing. However, since the family's HAP contract and lease will also terminate when the family's assistance terminates [form HUD-52641], it is a good business practice to provide written notification to both owner and family anytime assistance will be terminated, whether voluntarily or involuntarily.

HACA Policy

Whenever a family's assistance will be terminated, HACA will send a written notice of termination to the family and to the owner. The PHA will also send a form HUD-5382 **and form HUD-5380** to the family with the termination notice. The notice will state the date on which the termination will become effective. This date generally will be at least 30 calendar days following the date of the termination notice, but exceptions will be made whenever HUD rules, other HACA policies, or the circumstances surrounding the termination require.

When HACA notifies an owner that a family's assistance will be terminated, HACA will, if appropriate, advise the owner of his/her right to offer the family a separate, unassisted lease.

If a family whose assistance is being terminated is entitled to an informal hearing, the notice of termination that the PHA sends to the family must meet the additional HUD and PHA notice requirements discussed in section 16-III.C of this plan. VAWA 2013 expands notification requirements to require PHAs to provide notice of VAWA rights and the HUD 5382 form when a PHA terminates a household's housing benefits.

HACA Policy

Whenever HACA decides to terminate a family's assistance because of the family's action or failure to act, HACA will include in its termination notice the VAWA information described in section 16-IX.C of this plan and a form HUD-5382 **and form HUD-5380**. HACA will request in writing that a family member wishing to claim protection under VAWA notify HACA within 14 business days.

Still other notice requirements apply in two situations:

- If a criminal record is the basis of a family's termination, the PHA must provide a copy of the record to the subject of the record and the tenant so that they have an opportunity to dispute the accuracy and relevance the record [24 CFR 982.553(d)(2)].
- If immigration status is the basis of a family's termination, as discussed in section 12-I.D, the special notice requirements in section 16-III.D must be followed.

EXHIBIT 14-1: HACA GIFT POLICY & PROCEDURE

I. PURPOSE

The purpose of this Gift Policy is to establish a clear set of expectations regarding the receipt of gifts from program participants or members of the public.

II. POLICY

Many of our participants and owners offer gifts as a way of saying ‘thank you’ for the Housing Authority’s rental assistance and/or because of kindness and service from an employee. Acceptance of a personal gift, however, may leave the gift giver with the impression that a special relationship has been established or with the expectation of reciprocity from the employee in terms of special treatment. For that reason, the Housing Authority generally requires employees to decline gifts of all types from program participants, owners or members of the public. Declining the receipt of gifts should be done politely by informing the gift giver that Housing Authority employees are not permitted to accept gifts. If the person insists on giving the gift or sends it to the office, the following procedure should be followed:

III. PROCEDURE

A. Food or Beverage Gifts

Thank the gift giver and explain that the food/beverage will be shared with all Housing Authority staff. Acceptance of alcoholic beverages is not allowed under any circumstances. Additionally, employees shall not receive gifts of food or beverages on a regular basis from the same person (i.e., more than a couple of times a year).

B. Gifts with an Estimated Value of Under \$20.00

Employees should first decline the gift. If the gift giver refuses to take back the gift, employees should thank the gift giver and explain that the gift will be donated to a non-profit organization.

C. Gifts with an Estimated Value of Over \$20.00

Employees should first decline the gift. If the gift giver refuses to take back the gift, employees should thank the gift giver and immediately notify their manager of the receipt of the gift. The manager will inform the gift giver in writing that the item will be donated to a non-profit organization.

D. Monetary Gifts Such as Cash, Gift Cards, Checks, Money Orders, Etc.

Employees should first decline the gift. If the gift giver refuses to take back the gift, employees should thank the gift giver and immediately report the gift to the employee's manager. The manager will make a copy of the gift and then return the gift with a letter explaining that such gifts cannot be accepted by Housing Authority employees.

IV. DISSEMINATION OF POLICY

All employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return, acknowledging that the employee has received, read, and understands this Policy.

rev. Gift Policy & Procedure – 2004; 2006; 12/20/17

TO: ALL STAFF
FROM: Ophelia B. Basgal, Executive Director
DATE: December 14, 2004
RE: GIFT POLICY

~~As we enter the holiday season, this is a good time to remind staff of the Authority's gift policy. Many of our clients and owners offer gifts as a way of saying thank you for the Housing Authority's rental assistance and/or because of kindness and service from a staff person. Acceptance of a personal gift, however, may leave the gift giver with the impression that a special relationship has been established or with expectation of reciprocity from the Housing Authority staff person in terms of special treatment, services, etc. This can be particularly problematic given the multicultural groups that we serve and their cultural traditions regarding gifts and in particular, gifts to government officials.~~

~~For that reason, the Housing Authority generally requests that you decline gifts of all types. This can be done politely informing the gift giver that Housing Authority employees are not allowed to accept gifts. If the person insists on giving the gift or sends it to the office, the following actions are to be taken:~~

~~Occasional Gifts of Food or Beverages~~

~~Thank the giver and explain that the food will be shared with all Housing Authority staff.~~

~~Acceptance of alcoholic beverages is not allowed in any case. Nor can we accept regular, i.e. more than a couple of times a year, gifts of food or beverages from the same person.~~

~~Small Gifts with Estimated Value Under and Over \$20~~

~~Under \$20:~~ Assuming that the giver will not take the item back, thank s/he and explain that the item will be donated to a non-profit organization.

~~Over \$20:~~ Advise your supervisor of receipt of the gift, who will contact the giver and explain that it must be returned. If s/he refuses to accept it, the supervisor will send a letter advising that the item will be donated to a non-profit organization.

~~Cash, Money Orders, Checks, etc. in Any Amount~~

~~Immediately report receipt of any cash, money orders, etc. to your supervisor. A copy will be made for the record and the item will be returned by the most appropriate method, e.g. by mail, in person, etc. depending on the amount. A letter explaining that such gifts should not be made and cannot be accepted will accompany the returned gift.~~

~~Gift Policy 12-14-04~~

15-VII.N. DENIAL OR TERMINATION OF ASSISTANCE [24 CFR 982.638]

At any time, the PHAHACA may deny or terminate homeownership assistance in accordance with HCV program requirements in 24 CFR 982.552 (Grounds for denial or termination of assistance) or 24 CFR 982.553 (Crime by family members).

The PHAHACA may also deny or terminate assistance for violation of participant obligations described in 24 CFR Parts 982.551 or 982.633 and in accordance with its own policy, with the exception of failure to meet obligations under the Family Self-Sufficiency program as prohibited under the alternative requirements set forth in FR Notice 12/29/14.

The PHAHACA must terminate voucher homeownership assistance for any member of a family receiving homeownership assistance that is dispossessed from the home pursuant to a judgment or order of foreclosure on any mortgage (whether FHA insured or non-FHA) securing debt incurred to purchase the home, or any refinancing of such debt.

HACA Policy

HACA will terminate a family's homeownership assistance if the family violates any of the homeowner obligations listed in Section 1, as well as for any of the reasons listed in Section 2 of form HUD-52649, Statement of Homeowner Obligations Housing Choice Homeownership Voucher Program.

In making its decision to terminate homeownership assistance, HACA will consider alternatives as described in Section 12-II.C and other factors described in Section 12-II.D. Upon consideration of such alternatives and factors, HACA may, on a case-by-case basis, choose not to terminate assistance.

Termination notices will be sent in accordance with the requirements and policies set forth in Section 12-II.F.

Chapter 16

PROGRAM ADMINISTRATION

INTRODUCTION

This chapter discusses administrative policies and practices that are relevant to the activities covered in this plan. The policies are discussed in seven parts as described below:

Part I: Administrative Fee Reserve. This part describes the PHA's policies with regard to oversight of expenditures from its administrative fee reserve.

Part II: Setting Program Standards and Schedules. This part describes what payment standards are, and how they are updated, as well as how utility allowances are established and revised.

Part III: Informal Reviews and Hearings. This part outlines the requirements and procedures for informal reviews and hearings, and for informal hearings regarding citizenship status.

Part IV: Owner or Family Debts to the PHA. This part describes policies for recovery of monies that the PHA has overpaid on behalf of families, or to owners, and describes the circumstances under which the PHA will offer repayment agreements to owners and families. Also discussed are the consequences for failure to make payments in accordance with a repayment agreement.

Part V: Section 8 Management Assessment Program (SEMAP). This part describes what the SEMAP scores represent, how they are established, and how those scores affect a HACA.

Part VI: Record-Keeping. All aspects of the program involve certain types of record-keeping. This part outlines the privacy rights of applicants and participants and record retention policies HACA will follow.

Part VII: Reporting and Record Keeping for Children with ~~Environmental Intervention Elevated~~ Blood Lead Level. This part describes the PHA's responsibilities for reporting, data collection, and record keeping relative to children with ~~environmental intervention elevated~~ blood lead levels that are less than six years of age, and are receiving HCV assistance.

Part VIII: Determination of Insufficient Funding. This part describes the PHA's policies for determining if there is sufficient funding to issue vouchers, to approve moves to higher cost units or areas, and to continue assistance for all participant families.

Part IX: Violence against Women Act (VAWA): Notification, Documentation, Confidentiality. This part contains key terms used in VAWA and describes requirements related to notifying families and owners about their rights and responsibilities under VAWA; requesting documentation from victims of domestic violence, dating violence, sexual assault, and stalking; and maintaining the confidentiality of information obtained from victims.

HACA Policy (continued)

At HACA's discretion, and depending on market conditions, changes to payment standard amounts will be effective ~~between the FMR effective date and the first of the month following 60 days after the FMR effective date, unless based on the proposed FMRs, it appears that one or more of HACA's current payment standard amounts will be outside the basic range when the final FMRs are published. In that case, HACA's payment standards will be effective on the FMR effective date, no later than three months following the effective date of the change in the FMR.~~

If HACA has already processed reexaminations that will be effective on or after the effective date of the payment standards, HACA will make retroactive adjustments to any such reexaminations if the new payment standard amount is higher than the one used by HACA at the time the reexamination was originally processed.

Exception Payment Standards [982.503(c)]

the PHA must request HUD approval to establish payment standards that are higher than the basic range. At HUD's sole discretion, HUD may approve a payment standard amount that is higher than the basic range for a designated part of the FMR area. HUD may approve an exception payment standard amount (in accordance with program requirements) for all units, or for all units of a given size, leased by program families in the exception area. Any PHA with jurisdiction in the exception area may use the HUD-approved exception payment standard amount. The total population of all HUD-approved exception areas in an FMR area may not include more than 50 percent of the population of the FMR area.

Unit-by-Unit Exceptions [24 CFR 982.503(b) , 24 CFR 982.505(d), Notice PIH 2010-26, Notice PIH 2013-03 (HA)]

Unit-by-unit exceptions to the PHA's payment standards generally are not permitted. However, an exception may be made as a reasonable accommodation for a family that includes a person with disabilities. (See Chapter 2 for a discussion of reasonable accommodations.) This type of exception does not affect HACA's payment standard schedule.

When needed as a reasonable accommodation, the PHA may make an exception to the payment standard without HUD approval if the exception amount does not exceed 120 percent of the applicable FMR for the unit size. The PHA may request HUD approval for an exception to the payment standard for a particular family if the required amount exceeds 120 percent of the FMR. [24 CFR 982.503(b)].

HACA Policy

A family that requires a reasonable accommodation may request a higher payment standard at any time. The family must document the need for the exception. In order to approve an exception, HACA must determine that:

There is a shortage of affordable units that would be appropriate for the family (excludes families remaining in their currently assisted unit);

The family's TTP would otherwise exceed 40 percent of adjusted monthly income; and

The rent for the unit is reasonable.

Pre-Hearing Right to Discovery [24 CFR 982.555(e)(2)]

Participants and the PHA are permitted pre-hearing discovery rights. The family must be given the opportunity to examine before the hearing any PHA documents that are directly relevant to the hearing. The family must be allowed to copy any such documents at their own expense. If the PHA does not make the document available for examination on request of the family, the PHA may not rely on the document at the hearing.

The PHA hearing procedures may provide that the PHA must be given the opportunity to examine at the PHA offices before the hearing, any family documents that are directly relevant to the hearing. The PHA/HACA must be allowed to copy any such document at the PHA's expense. If the family does not make the document available for examination on request of the PHA/HACA, the family may not rely on the document at the hearing.

For the purpose of informal hearings, *documents* include records and regulations.

HACA Policy

The family will be allowed to copy any documents related to the hearing at a cost of \$.25 per page. The family must request discovery of HACA documents no later than 12:00 p.m. on the business day prior to the scheduled hearing date

HACA must be given an opportunity to examine at HACA offices before the hearing any family documents that are directly relevant to the hearing. Whenever a participant requests an informal hearing, HACA will automatically mail a letter to the participant requesting a copy of all documents that the participant intends to present or utilize at the hearing. The participant must make the documents available no later than 12:00 pm on the business day prior to the scheduled hearing date.

Participant's Right to Bring Counsel [24 CFR 982.555(e)(3)]

At its own expense, the family may be represented by a lawyer or other representative at the informal hearing.

Informal Hearing Officer [24 CFR 982.555(e)(4)]

Informal hearings will be conducted by a person or persons approved by the PHA, other than the person who made or approved the decision or a subordinate of the person who made or approved the decision.

HACA Policy

HACA has designated the following to serve as hearing officers:

- Deputy Director
- Senior Administrative Analyst
- Administrative Analyst
- Managerial Staff of other Bay Area Housing Authorities as needed and available
- Other qualified person (as determined by HACA), who has knowledge of HACA's Section 8 Programs.

Attendance at the Informal HearingHACA Policy

Hearings may be attended by a hearing officer and the following applicable persons:

A HACA representative(s) and any witnesses for HACA

The participant and any witnesses for the participant

The participant's counsel or other representative

Any other person approved by HACA as a reasonable accommodation for a person with a disability

Recording of the HearingHACA Policy

HACA will ~~provide an offer a copy of the hearing~~ audio ~~recording tape of the hearing~~ to the ~~participant family~~ with the "Notice of Final Decision" ~~for a period of 90 days from the date of the hearing~~. Generally, HACA will not provide a transcript of the audio ~~recorded taped~~ hearing.

Conduct at Hearings

The person who conducts the hearing may regulate the conduct of the hearing in accordance with the PHA's hearing procedures [24 CFR 982.555(4)(ii)].

HACA Policy

The hearing officer is responsible to manage the order of business and to ensure that hearings are conducted in a professional and businesslike manner. Attendees are expected to comply with all hearing procedures established by the hearing officer and guidelines for conduct. Any person demonstrating disruptive, abusive or otherwise inappropriate behavior will be excused from the hearing at the discretion of the hearing officer.

Evidence [24 CFR 982.555(e)(5)]

The PHA and the family each must be given the opportunity to present evidence and question any witnesses. ~~In general, all evidence is admissible at an informal hearing.~~ Evidence may be considered without regard to admissibility under the rules of evidence applicable to judicial proceedings.

HACA Policy

Any evidence to be considered by the hearing officer must be presented at the time of the hearing. There are four categories of evidence.

Oral evidence: the testimony of witnesses, the participant, HACA staff, other involved parties, etc.

Documentary evidence: a writing which is relevant to the case, for example, a letter written to HACA, an investigative report written by HACA's Program Integrity Officer or staff, information or documentation from other government or enforcement agencies, etc. Writings include all forms of recorded communication or representation, including but not limited to letters, words, social media, pictures, sounds, videotapes or symbols or combinations thereof, etc.

Demonstrative evidence: Evidence created specifically for the hearing and presented as an illustrative aid to assist the hearing officer, such as a model, a chart or other diagram.

Real evidence: A tangible item relating directly to the case.

Hearsay Evidence is evidence of a statement that was made other than by a witness while testifying at the hearing and that is offered to prove the truth of the matter. Even though evidence, including hearsay, is generally admissible, hearsay evidence alone cannot be used as the sole basis for the hearing officer's decision.

If either HACA or the family fail to comply with the discovery requirements contained in this chapter described above, the hearing officer may will choose refuse to admit such evidence.

~~Other than the failure of a party to comply with discovery, the hearing officer has the authority to overrule any objections to evidence.~~

Procedures for Rehearing or Further HearingHACA Policy

The hearing officer may ask the family for additional information and/or might adjourn the hearing in order to reconvene at a later date, before reaching a decision. If the family misses an appointment or deadline ordered by the hearing officer, the action of HACA will take effect and another hearing will not be granted.

***Issuance of Decision [24 CFR 982.555(e)(6)]*~~*Hearing Officer's Decision [24 CFR 982.555(e)(6)]*~~**

The person who conducts the hearing must issue a written decision, stating briefly the reasons for the decision. Factual determinations relating to the individual circumstances of the family must

be based on a preponderance of evidence presented at the hearing. A copy of the hearing decision must be furnished promptly to the family.

HACA Policy

In rendering a decision, the hearing officer will consider the following matters:

HACA Notice to the Family: The hearing officer will determine if the reasons for HACA's decision are factually stated in the Notice of Termination of Section 8 Assistance.

Discovery: The hearing officer will determine if HACA and the family were given the opportunity to examine any relevant documents in accordance with HACA policy.

HACA Evidence to Support HACA Decision: The evidence consists of the facts presented. Evidence is not conclusion and it is not argument. The hearing officer will evaluate the facts to determine if they support HACA's decision~~conclusion~~.

Validity of Grounds for Termination of Assistance (when applicable): The hearing officer will determine if the termination of assistance is for one of the grounds specified in the HUD regulations and HACA policies. If the grounds for termination are not specified in the regulations or are not in compliance with HACA policies, then the decision of HACA will be overturned.

The hearing officer will issue a written decision to HACA no later than 3020 business days after the hearing unless extended by the hearing officer. The Hearing Officer's Decision will contain the following information:

Hearing information:

Name, address, and voucher number of the participant;

Date, ~~time and place~~ of the hearing;

Name of the hearing officer;

Name of participant attendee(s);

Name of HACA representative(s); and

Name of family representative(s) (if any).

Background: A brief, impartial statement of the reason for the hearing.

Summary of the Documents and Other Physical Evidence: The hearing officer will determine if HACA and the participant were given the timely opportunity to review any relevant documents and other physical evidence.

The hearing officer will list all of the documents and other physical evidence used in the Informal Hearing.

Ground(s) for Termination Cited in HACA's Notice of Termination: The hearing officer will list the ground(s) for termination cited in HACA's Notice of Termination and will summarize the: validity as a cause for termination, specific HACA allegation(s) and evidence supporting the ground(s), participant's evidence and rebuttal(s), HACA's rebuttal(s) of participant's evidence and

rebuttal(s), and evaluation of the proof of HACA's ground(s). The hearing officer will determine whether to uphold or overturn the ground(s). testimony of the witnesses and identify any documents that a witness produced in support of his/her testimony and that are admitted into evidence.

Findings of Fact: The hearing officer will include an evaluation of the proof of HACA's ground(s)~~all findings of fact~~, based on a preponderance of the evidence. *Preponderance of the evidence* is defined as evidence which is of greater weight or more convincing than the evidence which is offered in opposition to it; that is, evidence which as a whole shows that the fact sought to be proved is more probable than not. Preponderance of the evidence may not be determined by the number of witnesses, but by the greater weight of all evidence.

Decision~~Conclusions~~: The hearing officer will render a decision~~conclusion~~ derived from the facts that were found to be true by a preponderance of the evidence. The decision~~conclusion~~ will result in a determination of whether these facts uphold HACA's decision.

Order:~~The hearing decision will include a statement of whether HACA's decision is upheld or overturned. If it is overturned, the hearing officer will instruct HACA to change the decision in accordance with the hearing officer's determination. The hearing officer will submit the hearing decision to HACA's Executive Director for acceptance or rejection.~~

HACA's Executive Director has the final authority on whether to accept or reject the hearing officer's decision.

If the hearing officer's decision is upheld, HACA may proceed with termination. If the hearing officer's decision is overturned, the Executive Director will specify the next course of action.

Notice of Final Decision: HACA will mail a "Notice of Final Decision" including the Hearing Officer's Decision and an audio recording of the hearing to the participant. This Notice will be sent by first-class mail, postage pre-paid with an affidavit of mailing enclosed. The participant will be mailed the original "Notice of Final Decision" and a copy of the proof of mailing. A copy of the "Notice of Final Decision" along with the original proof mailing will be maintained in HACA's file.

HACA Notice Effect of Final Decision [24 CFR 982.555(e)(6)(f)]

The PHA is not bound by the decision of the hearing officer for matters in which HACA is not required to provide an opportunity for a hearing, decisions that exceed the authority of the hearing officer, decisions that conflict with or contradict HUD regulations, requirements, or are otherwise contrary to federal, state or local laws.

If the PHA determines it is not bound by the hearing officer's decision in accordance with HUD regulations, the PHA must promptly notify the family of the determination and the reason for the determination.

HACA Policy

~~HACA will mail a "Notice of Final Decision" including the hearing officer's report, to the participant and the participant's representative, if any. This Notice will be sent by first class mail, postage pre paid with an affidavit of mailing enclosed. The participant will be mailed the original "Notice of Final Decision" and a copy of the proof of mailing. A copy of the "Notice of Final Decision" along with the original proof mailing will be maintained in HACA's file.~~

PART VI: RECORD KEEPING

16-VI.A. OVERVIEW

the PHA must maintain complete and accurate accounts and other records for the program in accordance with HUD requirements, in a manner that permits a speedy and effective audit. All such records must be made available to HUD or the Comptroller General of the United States upon request.

In addition, the PHA must ensure that all applicant and participant files are maintained in a way that protects an individual's privacy rights.

16-VI.B. RECORD RETENTION [24 CFR 982.158]

During the term of each assisted lease, and for at least three years thereafter, HACA must keep:

- A copy of the executed lease;
- The HAP contract; and
- The application from the family.

In addition, HACA must keep the following records for at least three years:

- Records that provide income, racial, ethnic, gender, and disability status data on program applicants and participants;
- An application from each ineligible family and notice that the applicant is not eligible;
- HUD-required reports;
- Unit inspection reports;
- Lead-based paint records as required by 24 CFR 35, Subpart B.
- Accounts and other records supporting HACA budget and financial statements for the program;
- Records to document the basis for HACA's determination that rent to owner is a reasonable rent (initially and during the term of a HAP contract);
- Other records specified by HUD, ~~and~~
- ~~Records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule [Notice PIH 2014-20].~~

Notice PIH 2014-20 requires PHAs to keep records of all complaints, investigations, notices, and corrective actions related to violations of the Fair Housing Act or the equal access final rule.

The PHA must keep confidential records of all emergency transfers requested by victims of domestic violence, dating violence, sexual assault, and stalking under the PHA's Emergency Transfer Plan, as well as the outcomes of such requests, and retain the records for a period of three years [24 CFR 5.2002(e)(12)].

PART VII: REPORTING AND RECORD KEEPING FOR CHILDREN WITH ENVIRONMENTAL INTERVENTION ELEVATED BLOOD LEAD LEVEL

16-VII.A. OVERVIEW

The PHA has certain responsibilities relative to children with environmental intervention elevated blood lead levels that are receiving HCV assistance. The notification, verification, and hazard reduction requirements are discussed in Chapter 8. This part deals with the reporting requirements, and data collection and record keeping responsibilities to which the PHA is subject.

16-VII.B. REPORTING REQUIREMENT [24 CFR 35.1225(e)]

The PHA must report the name and address of a child identified as having an environmental intervention elevated blood lead level to the public health department within 5 business days of being so notified by any other medical health care professional.

HACA Policy

HACA will provide the public health department written notice of the name and address of any child identified as having an environmental intervention elevated blood lead level.

16-VII.C. DATA COLLECTION AND RECORD KEEPING [24 CFR 35.1225(f)]

At least quarterly, the PHA must attempt to obtain from the public health department(s) with a similar area of jurisdiction, the names and/or addresses of children less than 6 years old with an identified environmental intervention elevated blood lead level.

If the PHA obtains names and addresses of environmental intervention elevated blood lead level children from the public health department(s), the PHA must match this information with the names and addresses of families receiving HCV assistance, unless the public health department performs such a procedure. If a match occurs, HACA must carry out the notification, verification, and hazard reduction requirements discussed in Chapter 8, and the reporting requirement discussed above.

At least quarterly, the PHA must also report an updated list of the addresses of units receiving assistance under the HCV program to the same public health department(s), unless the public health department(s) states that it does not wish to receive such a report.

HACA Policy

The public health department has stated that it **does not** wish to receive a report of an updated list of the addresses of units receiving assistance under the HCV program, on a quarterly basis. Therefore, HACA is not providing such a report.

16-IX.C. NOTIFICATION [24 CFR 5.2005(a)]**Notification to Public**

The PHA adopts the following policy to help ensure that all actual and potential beneficiaries of its HCV program are aware of their rights under VAWA.

HACA Policy

HACA will post the following information regarding VAWA in its offices and on its website. It will also make the information readily available to anyone who requests it.

A copy of the notice of occupancy rights under VAWA to Housing Choice Voucher Program applicants and participants who are or have been victims of domestic violence, dating violence, sexual assault, or stalking (Form HUD-5380, see Exhibit 16-1)

A copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking and Alternate Documentation (see Exhibit 16-2)

A copy of the PHA's Emergency Transfer Plan (Exhibit 16-3)

A copy of HUD's Emergency Transfer Request for Certain Victims of Domestic Violence, Dating Violence, Sexual Assault, or Stalking, Form HUD-5383 (Exhibit 16-4)

The National Domestic Violence Hot Line: 1-800-799-SAFE (7233) or 1-800-787-3224 (TTY) (included in Exhibits 16-1 and 16-2)

Contact information for local victim advocacy groups or service providers

Notification to Program Applicants and Participants [24 CFR 5.2005(a)(1), Notice PIH 2017-08]

PHAs are required to inform applicants and program participants of their rights under VAWA, including their right to confidentiality and the limits thereof, when they are denied assistance, when they are admitted to the program, and when they are notified of an eviction or termination of housing benefits.

HACA Policy

HACA will provide **all** applicants with information about VAWA **no later than** at the time they are provided assistance **or admitted** (see section 5-I.B). HACA will also include information about VAWA in all notices of denial of assistance (see section 3-III.G).

HACA will also include information about VAWA in notices of termination of assistance, as provided in section 12-II.F.

The VAWA information provided to applicants and participants will consist of the notice in Exhibit 16-1 and 16-2.

The PHA is not limited to providing VAWA information at the times specified in the above policy. If the PHA decides to provide VAWA information to a participant following an incident of domestic violence, Notice PIH 2017-08 cautions against sending the information by mail, since the abuser may be monitoring the mail. The notice recommends that in such cases the PHA make alternative delivery arrangements that will not put the victim at risk.

HACA Policy

Whenever an individual staff member has reason to suspect that providing information about VAWA to a participant might place a victim of domestic violence at risk, it will attempt to deliver the information by hand directly to the victim by having the victim come to HACA's office, making reasonable accommodations as necessary. For example, HACA may decide not to send mail regarding VAWA protections to the victim's unit if HACA believes the perpetrator may have access to the victim's mail, unless requested by the victim.

When discussing VAWA with the victim, HACA will take reasonable precautions to ensure that no one can overhear the conversation, such as having conversations in a private room.

The victim may, but is not required to, designate an attorney, advocate, or other secure contact for communications regarding VAWA protections.

Notification to Owners and Managers

While PHAs are no longer required by regulation to notify owners and managers participating in the HCV program of their rights and obligations under VAWA, the PHA may still choose to inform them.

HACA Policy

HACA will notify owners and managers about their rights and obligations under VAWA when they begin their participation in the **HCV** program.

HACA will provide owners and managers with the link to its website and indicate that Exhibit 16-5 and a copy of form HUD-5382, Certification of Domestic Violence, Dating Violence, and Stalking and Alternate Documentation, are available on the website.

16-IX.D. DOCUMENTATION [24 CFR 5.2007]

A PHA presented with a claim for initial or continued assistance based on status as a victim of domestic violence, dating violence, sexual assault, stalking, or criminal activity related to any of these forms of abuse may—but is not required to—request that the individual making the claim document the abuse. Any request for documentation must be in writing, and the individual must be allowed at least 14 business days after receipt of the request to submit the documentation. The PHA may extend this time period at its discretion. [24 CFR 5.2007(a)]

The individual may satisfy the PHA’s request by providing any one of the following three forms of documentation [24 CFR 5.2007(b)]:

- (1) A completed and signed HUD-approved certification form (HUD-5382, Certification of Domestic Violence, Dating Violence, Sexual Assault, or Stalking), which must include the name of the perpetrator only if the name of the perpetrator is safe to provide and is known to the victim. The form may be filled out and submitted on behalf of the victim.
- (2) A federal, state, tribal, territorial, or local police report or court record, or an administrative record
- (3) Documentation signed by a person who has assisted the victim in addressing domestic violence, dating violence, sexual assault, or stalking, or the effects of such abuse. This person may be an employee, agent, or volunteer of a victim service provider; an attorney; a mental health professional; or a medical professional. The person signing the documentation must attest under penalty of perjury to the person’s belief that the incidents in question are bona fide incidents of abuse. The victim must also sign the documentation.

The PHA may not require third-party documentation (forms 2 and 3) in addition to certification (form 1), except as specified below under “Conflicting Documentation,” nor may it require certification in addition to third-party documentation [VAWA final rule].

HACA Policy

Any request for documentation of domestic violence, dating violence, sexual assault, or stalking will be in writing, will specify a deadline of 14 business days following receipt of the request, will describe the three forms of acceptable documentation, will provide explicit instructions on where and to whom the documentation must be submitted, and will state the consequences for failure to submit the documentation or request an extension in writing by the deadline.

HACA may, in its discretion, extend the deadline for 10 business days. In determining whether to extend the deadline, HACA will consider factors that may contribute to the victim’s inability to provide documentation in a timely manner, including cognitive limitations, disabilities, limited English proficiency, absence from the unit, administrative delays, the danger of further violence, and the victim’s need to address health or safety issues. Any extension granted by HACA will be in writing.

Once the victim provides documentation, HACA will acknowledge receipt of the documentation in a timely manner.

In cases where HACA does not request documentation (e.g. HACA was aware of the abuse and encouraged the victim to request VAWA protections), HACA will document,

in a confidential manner, the individual's verbal statement or other corroborating evidence.

Conflicting Documentation [24 CFR 5.2007(e)]

In cases where the PHA receives conflicting certification documents from two or more members of a household, each claiming to be a victim and naming one or more of the other petitioning household members as the perpetrator, the PHA may determine which is the true victim by requiring each to provide acceptable third-party documentation, as described above (forms 2 and 3). ~~within 30 calendar days of the date of the request for third party documentation. The PHA may also request third-party documentation when submitted documentation contains information that conflicts with existing information already available to the PHA. Individuals have 30 calendar days to return third-party verification to the PHA. If the PHA does not receive third-party documentation, and the PHA will deny or terminate assistance as a result, the PHA must hold separate hearings for the tenants [Notice PIH 2017-08].~~

The PHA must honor any court orders issued to protect the victim or to address the distribution of property.

HACA Policy

If presented with conflicting certification documents ~~(two or more forms HUD-5382)~~ from members of the same household, HACA will attempt to determine which is the true victim by requiring each of them to provide third-party documentation in accordance with 24 CFR 5.2007(e) and by following any HUD guidance on how such determinations should be made. ~~The family will have 30 calendar days from the date of request by HACA to provide this documentation.~~

When requesting third-party documents, HACA will provide contact information for local domestic violence resources. In such cases, applicants or tenants will be given 30 calendar days from the date of the request to provide such documentation.

If HACA does not receive third-party documentation within the required timeframe (and any extensions) HACA will deny VAWA protections and will notify the applicant or tenant in writing of the denial. If, as a result, the applicant or tenant is denied or terminated from the program, HACA will hold separate hearings for the applicants or tenants.

Discretion to Require No Formal Documentation [24 CFR 5.2007(d)]

The PHA has the discretion to provide benefits to an individual based solely on the individual's statement or other corroborating evidence—i.e., without requiring formal documentation of abuse in accordance with 24 CFR 5.2007(b). HUD recommends documentation in a confidential manner when a verbal statement or other evidence is accepted.

HACA Policy

If HACA accepts an individual's statement or other corroborating evidence of domestic violence, dating violence, sexual assault, or stalking, HACA will document acceptance of the statement or evidence in the individual's file.

The housing provider will keep confidential any information that the tenant submits in requesting an emergency transfer, and information about the emergency transfer, unless the tenant gives the housing provider written permission to release the information on a time-limited basis, or disclosure of the information is required by law or required for use in an eviction proceeding or hearing regarding termination of assistance from the covered program. This includes keeping confidential the new location of the dwelling unit of the tenant, if one is provided, from the person or persons that committed an act of domestic violence, dating violence, sexual assault, or stalking against the tenant. See the Notice of Occupancy Rights under the Violence against Women Act for All Tenants for more information about the housing provider's responsibility to maintain the confidentiality of information related to incidents of domestic violence, dating violence, sexual assault, or stalking.

Emergency Transfer Timing and Availability

For this section, housing provider is: 1) HACA for the HCV and PBV programs, and 2) both HACA and the owner for the MR program.

The housing provider cannot guarantee that a transfer request will be approved or how long it will take to process a transfer request. The housing provider will, however, act as quickly as possible to move a tenant who is a victim of domestic violence, dating violence, sexual assault, or stalking to another unit, subject to availability and safety of a unit. A unit is considered to be available if the unit is vacant and ready for move-in within 30 days. If a tenant reasonably believes a proposed transfer would not be safe, the tenant may request a transfer to a different unit. If a unit is available, the transferred tenant must agree to abide by the terms and conditions that govern occupancy in the unit to which the tenant has been transferred. The housing provider may be unable to transfer a tenant to a particular unit if the tenant has not or cannot establish eligibility for that unit.

If the housing provider has no safe and available units for which a tenant who needs an emergency transfer is eligible, the housing provider will assist the tenant in identifying other housing providers who may have safe and available units to which the tenant could move. At the tenant's request, the housing provider will also assist tenants in contacting the local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking that are attached to this plan.

Emergency Transfers: Housing Choice Voucher (HCV) Program

Tenant-based assistance: If you are a participant in the tenant-based HCV program and request an emergency transfer as described in this plan, HACA will assist you to move to a safe unit quickly using your existing HCV assistance. HACA will make exceptions to program regulations restricting moves as required.

At your request, HACA will refer you to organizations that may be able to further assist you.

Project-Based Voucher (PBV) assistance: If you are assisted under the PBV program, you may request an emergency transfer under the following programs for which you are not required to apply:

If you have lived in your PBV unit for less than one year:

- PBV assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe).

If you have lived in your PBV unit for one year or more:

- Tenant-based voucher if you have lived in your PBV unit for one year or more, if a tenant-based voucher is available. Prior to assisting other currently housed PBV holders who have priority to receive the next available opportunity for continued tenant-based assistance, HACA will issue you an HCV under this provision.
- ~~PBVproject-based~~ assistance in the same project (if a vacant unit is available and you determine that the vacant unit is safe).

You may also request an emergency transfer under the following programs for which you are required to apply:

If you have lived in your PBV unit for less than one year:

- PBV assistance in another development.

If you have lived in your PBV unit for one year or more:

- PBV assistance in another development.

HACA will assist you in identifying other housing providers who may have safe and available units to which you could move and local organizations offering assistance to victims of domestic violence, dating violence, sexual assault, or stalking (attached to this plan) in the following circumstances:

- If you seek to move sooner than a tenant-based voucher will be available;
- If HACA cannot offer you other assistance (because you have not lived in your PBV unit for one year or more); or
- Another safe PBV unit is not immediately available.

Shelter Plus Care, HACA-Owned HOME Units, and Other HACA-Owned or Controlled Units without HCV Assistance or Other HUD Assistance

Emergency transfers will not take priority over waiting list admissions for these programs.

In all cases above, at your request, HACA will refer you to organizations that may be able to further assist you and provide you a list of housing providers in the community.

Emergency Transfers: Moderate Rehabilitation (MR) Program

If you are a participant in the MR program and request an emergency transfer from the owner as described in this plan, the owner will assist you to move to an available and safe unit as quickly as possible. If a safe unit is not available for a tenant who qualifies for an emergency transfer, the owner must, at a minimum:

1. Review the owner's existing inventory of units and determine when the next vacant unit may be available; and
2. Provide a listing of nearby HUD subsidized rental properties, with or without preference for persons of domestic violence, dating violence, sexual assault, or stalking, and contact information for the local HUD field office.

PART I: GENERAL REQUIREMENTS

17-I.A. OVERVIEW [24 CFR 983.5]

The project-based voucher (PBV) program allows public housing authorities (PHAs) that already administer a tenant-based voucher program under an annual contributions contract (ACC) with HUD to take up to 20 percent of its authorized units and attach the funding to specific units rather than using it for tenant-based assistance [24 CFR 983.6]. The PHA may only operate a PBV program if doing so is consistent with the PHA's Annual Plan, and the goal of deconcentrating poverty and expanding housing and economic opportunities [42 U.S.C. 1437f(o)(13)].

HACA Policy

HACA will operate a project-based voucher program using up to a maximum of 20 percent of its authorized units for project-based assistance. This assistance will be allocated over a multi-year period.

PBV assistance may be attached to existing housing or newly constructed or rehabilitated housing [24 CFR 983.52]. If PBV units are already selected for project-based assistance either under an agreement to enter into a HAP contract (Agreement) or a Housing Assistance Payments contract (HAP), the PHA is not required to reduce the number of these units if the amount of budget authority is subsequently reduced. However, the PHA is responsible for determining the amount of budget authority that is available for project-based vouchers and for ensuring that the amount of assistance that is attached to units is within the amounts available under the ACC, regardless of whether the PHA has vouchers available for project-basing [24 CFR 983.6 and FR Notice 1/18/17].

Additional Project-Based Units [FR Notice 1/18/17]

The PHA may project-base an additional 10 percent of its units above the 20 percent program limit, if the units:

- Are specifically made available to house individuals and families that meet the definition of homeless under section 103 of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11302).
- Are specifically made available to house families that are comprised of or include a veteran.
 - *Veteran* means an individual who has served in the United States Armed Forces.
- Provide supportive housing to persons with disabilities or elderly persons as defined in 24 CFR 5.403.
- Are located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year Estimates.
 - For these projects, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

HACA Policy

HACA will set aside units above the 20 percent program limit.

Units Not Subject to the PBV Program Limitation [FR Notice 1/18/17]

PBV units under the RAD program and HUD-VASH PBV set-aside vouchers do not count toward the 20 percent limitation when PBV assistance is attached to them.

In addition, units that were previously subject to certain federal rent restrictions or were receiving another type of long-term housing subsidy provided by HUD are not subject to the cap. In order to be excepted, the unit must meet the following conditions:

- The unit must be covered under a PBV HAP contract that first became effective on or after 4/18/17; and
- In the five years prior to the date the PHA either issued the RFP or selected the project, the unit either:
 - Received Public Housing Capital or Operating Funds, Project-Based Rental Assistance, Housing for Elderly (Section 202), Housing for Persons with Disabilities (section 811), Rent Supplement (Rent Supp), or Rental Assistance Program (RAP); or
 - ~~The unit was~~ subject to a rent restriction through a loan or insurance program as a result of Section 236, Section 221(d)(3) or (d)(4) BMIR, Housing for Elderly Persons (Section 202), or Housing for Persons with Disabilities (Section 811)
 - Received assistance under the Flexible Subsidy Program (Section 201 of the Housing and Community Development Amendments of 1978)

Units that have previously received either PBV or HCV assistance are not covered under the exception.

HACA Policy

HACA may project-base one or more of the above unit types at its discretion.

17-I.B. TENANT-BASED VS. PROJECT-BASED VOUCHER ASSISTANCE [24 CFR 983.2]

Much of the tenant-based voucher program regulations also apply to the PBV program. Consequently, many of the PHA's policies related to tenant-based assistance also apply to PBV assistance. The provisions of the tenant-based voucher regulations that do not apply to the PBV program are listed at 24 CFR 983.2.

HACA Policy

Except as otherwise noted in this chapter, or unless specifically prohibited by PBV program regulations, HACA's policies for the tenant-based voucher program contained in this administrative plan also apply to the PBV program and its participants.

17-I.C. RELOCATION REQUIREMENTS [24 CFR 983.7]

Any persons displaced as a result of implementation of the PBV program must be provided relocation assistance in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)[42 U.S.C. 4201-4655] and implementing regulations at 49 CFR part 24.

The PHA must submit the necessary documentation to HUD for a subsidy layering review. Except in cases noted above, the PHA may not enter into an Agreement or a HAP contract until HUD, or a HUD-approved housing credit agency (HCA), has conducted any required subsidy layering review and determined that the PBV assistance is in accordance with HUD subsidy layering requirements. However, in order to satisfy applicable requirements, HCAs must conduct subsidy layering reviews in compliance with the guidelines set forth in the *Federal Register* notice published July 9, 2010.

The HAP contract must contain the owner's certification that the project has not received and will not receive (before or during the term of the HAP contract) any public assistance for acquisition, development, or operation of the housing other than assistance disclosed in the subsidy layering review in accordance with HUD requirements.

17-II.F. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT

25 Percent/25 Unit per Project Cap [24 CFR 983.56]

In general, the PHA may not select a proposal to provide PBV assistance for units or enter into an Agreement or a HAP contract to provide PBV assistance for units, if the total number of dwelling units that will receive PBV assistance during the term of the PBV HAP contract is more than the greater of 25 units or 25 percent of the number of dwelling units (assisted or unassisted) in the project.

Exceptions to 25 Percent/25 Unit per Project Cap [FR Notice 1/18/17]

Exceptions are allowed and PBV units are not counted against the 25 percent or 25-unit per project cap if:

- The units are in a single-family building (one to four units);
- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project (“Supportive Services Household”)
- The project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates

– For these projects, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services. Projects where these caps were implemented prior to HOTMA may continue to use the former exemptions and may renew their HAP contracts under the old requirements, unless the PHA and owner agree to change the conditions of the HAP contract. However, this change may not be made if it would jeopardize an assisted family’s eligibility for continued assistance in the project.

Supportive Services

PHAs must include in the PHA administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. The project must make supportive services available to all families receiving PBV assistance in the

project, but the family does not actually have to accept and receive supportive services for the exception to apply to the unit, although the family must be eligible to receive the supportive services. It is not necessary that the services be provided at or by the project, but must be reasonably available to families receiving PBV assistance at the project and designed to help families in the project achieve self-sufficiency or live in the community as independently as possible. A PHA may not require participation in the supportive service as a condition of living in the excepted unit, although such services may be offered.

If a person qualifies for at least one of the services offered by the project but is not a person with a disability or is not a person with a specific disability, the person cannot be turned away from the unit because they do not have a specific disability. HUD's prohibition on granting preferences to persons with a specific disability at 24 CFR 982.207(b)(3) continues to apply

If a person qualifies for at least one of the services offered by the project but is not a person with a disability or is not a person with a specific disability, the person cannot be turned away from the unit because they do not have a specific disability. An owner also cannot determine that a participant's needs exceed the level of care offered by qualifying services or require that individuals be transitioned to different projects based on service needs.

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, Family Self-Sufficiency (FSS) supportive services or any other supportive services as defined in the PHA administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

HACA Policy

HACA will provide PBV assistance for excepted units. HACA will ~~assist~~develop housing for occupancy by elderly families and Supportive Services Households. This may include disabled families, families in need of particular supportive services, or families participating in the Family Self-Sufficiency (FSS) program. Families will not be required to accept and receive supportive services for the exception to apply to the unit.

The following types of services will be provided, depending on the needs of the family, to the extent the family needs the services:

- Transportation for activities such as, (but not limited to) grocery shopping, job training, education, attending medical and dental appointments, etc.
- Supervised taking of medications
- Treatment for drug addiction (for recovering and current users)
- Treatment for alcohol addiction (for recovering and current users)
- Training and development of housekeeping and homemaking skills
- Housekeeping aid
- Family budgeting
- Child care

- Parenting skills
- Computer access and training
- Library access
- Work skills development, job training and employment counseling
- Educational/vocational opportunities
- Case management services and/or counseling
- Access to Health and Psychiatric Services, i.e. nurse/medical staff, mental health professional, etc.
- Life skills training
- Access to on-site/off-site social activities
- Meal service adequate to meet nutritional need
- Personal assistance
- Health-related services
- Other services designed to help the recipient live in the community as independently as possible
- Employment assistance and job training
- Mental health services
- Assistance with activities of daily living
- Outpatient health services
- ~~Services provided by State Medicaid programs to promote community based settings for individuals with disabilities~~
- Other services are permitted with HACA approval.

Projects not Subject to a Project Cap [FR Notice 1/18/17]

PBV units that were previously subject to certain federal rent restrictions or receiving another type of long-term housing subsidy provided by HUD are exempt from the project cap. In other words, 100 percent of the units in these projects may receive PBV assistance. To qualify for the exception, the unit must:

- Be covered by a PBV HAP contract that first became effective on or after 4/18/17; and
- In the five years prior to the date the PHA either issued the RFP under which the project was selected or the PHA selected the project without competition, the unit met at least one of the two following conditions:
 - The unit received Public Housing Capital or Operating Funds, Project-Based Rental Assistance, Housing for the Elderly (Section ~~202303~~), Housing for Persons with disabilities (Section 811), the Rental Supplement program,

17-VI.C. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c)]

The PHA may establish a separate waiting list for PBV units or it may use the same waiting list for both tenant-based and PBV assistance. The PHA may also merge the PBV waiting list with a waiting list for other assisted housing programs offered by the PHA. If the PHA chooses to offer a separate waiting list for PBV assistance, the PHA must offer to place applicants who are listed on the tenant-based waiting list on the waiting list for PBV assistance.

If the PHA decides to establish a separate PBV waiting list, the PHA may use a single waiting list for the PHA's whole PBV program, or it may establish separate waiting lists for PBV units in particular projects or for sets of such units.

HACA Policy

HACA will ~~use one waiting list for the tenant-based voucher program, project-based voucher program, and Moderate Rehabilitation program. Selection for each program is subject to the federal regulations and requirements for the particular program.~~ establish and manage separate waiting lists for individual projects or buildings that are receiving PBV assistance. HACA currently has waiting lists for the following PBV projects:

Carlow Court
CCT East Bay
Dyer St
Eden Commons
Emery Glen
Estrella Vista
Flanders House
Howard Collins Bridgeway
Kottinger Gardens
Lorenzo Creek
Magnolia Terrace
Main Street Village
Maple Square Apartments
Mayten Manor
Mission Court
Mission View
Nidus Court
Peppertree Village
Rotary Bridgeway East
La Vereda
Station Center
Stevenson Terrace
Third Street Apartments
Union City Units (58 Scattered)
Wexford Way

17-VI.D. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

Applicants who will occupy units with PBV assistance must be selected from the PHA's ~~HCV~~ waiting list. The PHA may establish selection criteria or preferences for occupancy of particular

assistance is not immediately available upon termination of the family's lease in the PBV unit, the PHA must give the family priority to receive the next available opportunity for continued tenant-based assistance.

HACA Policy

Prior to assisting currently housed PBV holders who have priority to receive the next available opportunity for continued tenant-based assistance, HACA will set aside PBVs committed for new projects coming on-line (if applicable) and assist applicants for 1.) Targeted Funding and 2.) ~~FUP Graduates and CHOICES or FACT Programs Graduates~~ Shortfall Terminated families, Shortfall Recalled families, and CHOICES, FACT or MHSA Graduates as described in section 4-III.C.-Local Preferences-Section 8 Housing Choice Voucher Program (HCV) as these forms of tenant-based assistance have previously been committed and are not available.

If the family terminates the assisted lease before the end of the first year, the family relinquishes the opportunity for continued tenant-based assistance.

Emergency Transfers under VAWA [Notice PIH 2017-08]

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

HACA Policy

See Chapter 16 Part IX (Exhibit 16-3) of this administrative plan for HACA's policy on transfers for victims that have been living in a unit for less than a year or seek to move sooner than a tenant-based voucher is available.

17-VII.D. EXCEPTIONS TO THE OCCUPANCY CAP [24 CFR 983.262]

The PHA may not pay housing assistance under a PBV HAP contract for more than the greater of 25 units or 25 percent of the number of dwelling units in a project unless:

- The units are exclusively for elderly families
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project
- The project is located in a census tract with a poverty rate of 20 percent or less, as determined in the most recent American Community Survey Five-Year estimates
 - For these projects, the project cap is the greater of 25 units or 40 percent (instead of 25 percent) of the units in the project [FR Notice 7/14/17].

If a family at the time of initial tenancy is receiving and while the resident of an excepted unit has received FSS supportive services or any other service as defined by the PHA and

18-II.D. SUBSIDY LAYERING REQUIREMENTS [Notice PIH 2012-32, REV-2]

In the case of HACA which is converting all of its ACC units, there is no restriction on the amount of public housing funds that may be contributed to the covered project at closing; HACA may convey all program funds to the covered project. HUD will recapture any public housing funds that HACA has not expended once it no longer has units under ACC. In the case where HACA will continue to maintain other units in its inventory under a public housing ACC, a contribution of operating funds to the covered project that exceeds the average amount the project has held in operating reserves over the past three years will trigger a subsidy layering review under 24 CFR 4.13. Similarly, any contribution of capital funds, including Replacement Housing Factor (RHF) or Demolition Disposition Transitional Funding (DDTF), will trigger a subsidy layering review. Notwithstanding the subsidy layering review, HACA should be mindful of how the capital funds or operating reserves used in the financing of its RAD properties may impact the physical and financial health of properties that will remain in its public housing inventory.

18-II.E. CAP ON NUMBER OF PBV UNITS IN EACH PROJECT**Maximum Amount of PBV Assistance [Notice PIH 2012-32, REV-2]**

Covered projects do not count against the maximum amount of assistance HACA may utilize for the PBV program, which under the standard PBV program is set at 20 percent of the amount of budget authority allocated to HACA under the HCV program. To implement this provision, HUD is waiving section 8(o)(13)(B) of the 1937 Act as well as 24 CFR 983.6.

50 Percent per Project Cap [Notice PIH 2012-32, REV-2]

The limitation on the number of units receiving assistance is increased from 25 percent to 50 percent under RAD. An assisted household cannot be involuntarily displaced as a result of this provision.

Exceptions to the 50 Percent per Project Cap [24 CFR 983.56(b) and Notice PIH 2012-32, REV-2]

Exceptions are allowed and PBV units are not counted against the 50 percent per project cap if:

- The units are in a single-family building (one to four units); ~~or~~
- ~~The units are excepted units in a multifamily project because they are specifically made available for elderly and/or disabled families or families receiving supportive services (also known as qualifying families)~~ The units are exclusively for elderly families; or
- The units are for households eligible for supportive services available to all families receiving PBV assistance in the project (“Supportive Services Household”)

The Housing Opportunity Through Modernization Act of 2016 (HOTMA) eliminated the project cap exemption for projects that serve disabled families and modified the exception for supportive services.

Supportive Services

HACA must include in its administrative plan the type of services offered to families for a project to qualify for the exception and the extent to which such services will be provided. It is

not necessary that the services be provided at or by the project if they are approved services. ~~To qualify, a family must have at least one member receiving at least one qualifying supportive service. HACA may not require participation in medical or disability related services other than drug and alcohol treatment in the case of current abusers as a condition of living in an excepted unit, although such services may be offered. The project must make supportive services available to all families receiving RAD assistance in the project, but the family does not actually have to accept and receive supportive services for the exception to apply to the unit, although the family must be eligible to receive at least one of the supportive services offered at the project.~~

~~Families living in units subject to a proposed RAD conversion (in-place families) must be given the option to receive supportive services. If such services are declined by the household, or the household later chooses to no longer participate in a service the unit shall remain under the HAP contract, the household shall not be terminated from the PBV program, and the decision to decline an offer to receive supportive services shall not represent a ground for lease termination. Once the initial household residing in the excepted unit under RAD vacates such unit, all PBV program requirements related to the required receipt of supportive services apply.~~

If a family at the time of initial tenancy is receiving, and while the resident of an excepted unit has received, FSS supportive services or any other supportive services as defined in HACA's administrative plan, and successfully completes the FSS contract of participation or the supportive services requirement, the unit continues to count as an excepted unit for as long as the family resides in the unit.

If a family becomes ineligible for all the supportive services available to the family other than successfully completing the supportive services objective, the unit loses its excepted status.

~~HACA must monitor the excepted family's continued receipt of supportive services and take appropriate action regarding those families that fail without good cause to complete their supportive services requirement. HACA's administrative plan must state the form and frequency of such monitoring.~~

HACA Policy

HACA will develop assist housing for occupancy by families in need of services Supportive Services Households. This may include disabled families, families in need of particular supportive services, or families participating in the Family Self-Sufficiency (FSS) program. With the exception of in-place families at the time of conversion who decline services, families must ~~receive the services, or successfully complete the service program, to~~ be eligible for continued occupancy. ~~Families that do not continue to receive the services or complete the required service program will be terminated in accordance with HACA policies in Section 12-II.F. Families will not be required to accept and receive supportive services for the exception to apply to the unit.~~

~~The following types of services may be provided depending on the needs of the family, to the extent the family needs the services:~~

- Participation in HACA's FSS Program;
- Training and development of housekeeping and homemaking skills;
- Family budgeting;
- Parenting skills;
- Computer access and training;
- Work skills development, job training and employment counseling;
- Educational/vocational opportunities;
- Case management services and/or counseling;

Life skills training; and

Other as appropriate and available

~~Annually, HACA will examine the families' receipt of supportive services to determine and confirm that the families still qualify to continue receiving PBV assistance. HACA will require families receiving services to provide written evidence from each service provider that the family has received all of the required services stated in the RAD Supportive Services or FSS Contract of Participation (RSSCOP/FSSCOP). Alternately, each service provider will monitor and submit a report to HACA identifying the services received by each family, and HACA will document if all required services in the RSSCOP/FSSCOP were received. If the family fails without good cause to receive all of the required services stated in the RSSCOP/FSSCOP between the time of the annual reports, the family and service provider must notify HACA of the failure in writing within 10 business days of the failure.~~

Promoting Partially Assisted Projects [24 CFR 983.56(c)]

HACA may establish local requirements designed to promote PBV assistance in partially assisted projects. A *partially assisted project* is a project in which there are fewer units covered by a HAP contract than residential units [24 CFR 983.3].

HACA may establish a per-project cap on the number of units that will receive PBV assistance or other project-based assistance in a multifamily project containing excepted units, or in a single-family building. HACA may also determine not to provide PBV assistance for excepted units, or HACA may establish a per-project cap of less than 50 percent.

HACA Policy:

HACA will not impose any further cap on the number of PBV units assisted per project in projects with excepted units.

18-V.D. ORGANIZATION OF THE WAITING LIST [24 CFR 983.251(c) and Notice PIH 2012-32, REV-2]

The standard PBV regulations at 24 CFR 983.251 set out program requirements related to establishing and maintaining a voucher-wide, PBV program-wide, or site-based waiting list from which residents will be admitted. These provisions will apply unless the project is covered by a remedial order or agreement that specifies the type of waiting list and other waiting list policies.

HACA Policy.

HACA will ~~use one waiting list for the tenant-based voucher program, PBV program, RAD-PBV program, and Moderate Rehabilitation program. Selection for each program is subject to the federal regulations and requirements for the particular program. establish and manage separate waiting lists for individual projects that are receiving RAD PBV assistance.~~ HACA currently has waiting lists for the following RAD PBV projects.

Emery Glen

Mission View

HACA will maintain the project-specific waiting list in accordance with all applicable civil rights and fair housing regulations found at 24 CFR 903.7(b)(2)(ii)-(iv). The system for selection will be consistent with all applicable civil rights and fair housing laws and regulations and may not be in conflict with any imposed or pending court order, settlement agreement, or complaint brought by HUD.

18-V.E. SELECTION FROM THE WAITING LIST [24 CFR 983.251(c)]

After conversion to RAD PBV, applicants who will occupy units with RAD PBV assistance must be selected from HACA's waiting list. HACA may establish selection criteria or preferences for occupancy of particular PBV units.

Income Targeting [24 CFR 983.251(c)(6) and Notice PIH 2012-32, REV-2]

At least 75 percent of the families admitted to HACA's tenant-based and project-based voucher programs during HACA's fiscal year from the waiting list must be extremely-low income families. The income targeting requirement applies to the total of admissions to both programs.

Families in place at the time of the conversion are exempt from income targeting requirements. New admissions follow standard PBV requirements.

Units with Accessibility Features [24 CFR 983.251(c)(7)]

When selecting families to occupy PBV units that have special accessibility features for persons with disabilities, HACA must first refer families who require such features to the owner.

Preferences [24 CFR 983.251(d), FR Notice 11/24/08, and Notice PIH 2012-32, REV-2]

HACA may use the same selection preferences that are used for the tenant-based voucher program, establish selection criteria or preferences for the PBV program as a whole, or for occupancy of particular PBV developments or units.

~~Although HACA is prohibited from granting preferences to persons with a specific disability, HACA may give preference to disabled families who need services offered at a particular project or site if the preference is limited to families (including individuals):~~

- ~~• With disabilities that significantly interfere with their ability to obtain and maintain themselves in housing~~
- ~~• Who, without appropriate supportive services, will not be able to obtain or maintain themselves in housing~~
- ~~• For whom such services cannot be provided in a non-segregated setting~~The PHA may establish a selection preference for families who qualify for voluntary services, including disability-specific services, offered in conjunction with assisted units, provided that preference is consistent with the PHA plan. The PHA may not, however, grant a preference to a person with a specific disability [FR Notice 1/18/17].

In advertising such a project, the owner may advertise the project as offering services for a particular type of disability; however, the project must be open to all otherwise eligible persons with disabilities who may benefit from services provided in the project. In these projects, residents with disabilities may not be required to accept the particular services offered as a condition of occupancy.

If HACA has projects with more than 50 percent of the units receiving project-based assistance because those projects include "excepted units" (i.e., units specifically made available for elderly ~~or disabled families~~, or families receiving supportive services), HACA must give preference to such families when referring families to these units [24 CFR 983.261(b)].

HACA Policy

HACA will provide a selection preference when required by the regulation (e.g., eligible in-place families, qualifying families for “excepted units,” persons with mobility impairments for accessible units). The following additional preferences/priority will apply:

- Voluntary Supportive Services (8 points): A family that qualifies for at least one of the Voluntary services offered in conjunction with assisted units at the project as set forth in the Glossary.
- Displaced-HACA (50 points): Displaced family—HACA-owned or HACA-managed housing as set forth in the Glossary.
- Displaced-Other (10 points): Displaced family as set forth in the Glossary.
- ~~Resident: Families that, at the time of selection from the waiting list, reside anywhere in HACA’s jurisdiction, or include a member who works, or has been hired to work in the jurisdiction. Use of this preference will not have the purpose or effect of delaying or otherwise denying admission to the program based on the race, color, ethnic origin, gender, religion, disability, or age of any member of an applicant family.~~
- Veteran (1 point): Priority will be given to veterans or servicepersons as set forth in the Glossary within each preference category.

~~HACA will select applicants from its waiting list for RAD assistance in the following order:~~

~~Note #1: For the following categories 1 through 4 below, HACA will limit the number of applicants that may qualify for the Displaced-Other preference such that no more than five applicants from this preference will be selected in any calendar month.~~

- ~~1. Veteran and a.) Displaced-HACA or b.) Displaced-Other and Resident~~
- ~~2. a.) Displaced-HACA or b.) Displaced-Other and Resident~~
- ~~3. Veteran and a.) Displaced-HACA or b.) Displaced-Other~~
- ~~4. a.) Displaced-HACA or b.) Displaced-Other~~
- ~~5. Veteran and Resident~~
- ~~6. Resident~~
- ~~7. Veteran~~
- ~~8. Applicants without preferences or priority~~

Preference points are aggregated to produce the total preference points for each applicant. For categories 1 through 8 directly above, ties **Ties** among applicants who have the same preferences/priorities are resolved, as applicable, by either;

- **order of ascending** lottery “tiebreaker” number (that is, applicants with a lower lottery “tiebreaker” number are selected before applicants with a higher one); or
- The date and time their complete application is received by HACA.

Turnover Cap

If as a result of RAD, the total number of PBV units (including RAD PBV units) administered by HACA exceeds 20 percent of the HACA's authorized units under its HCV ACC with HUD, HACA may establish a turnover cap. HACA is not required to provide more than three-quarters of its turnover vouchers in any single year to the residents of covered projects. If HACA chooses to establish a turnover cap and the cap is implemented, HACA must create and maintain a waiting list in the order requests from eligible households were received.

HACA Policy

HACA will not establish a choice mobility cap.

Emergency Transfers under VAWA [Notice PIH 2017-08]

Except where special consideration is needed for the project-based voucher program, the PHA will follow VAWA policies as outlined in Chapter 16 Part IX of this administrative plan, including using the Emergency Transfer Plan as the basis for PBV transfers under VAWA (Exhibit 16-4).

HUD requires that the PHA include policies that address when a victim has been living in a unit for less than a year or when a victim seeks to move sooner than a tenant-based voucher is available.

HACA Policy

See Chapter 16 Part IX (Exhibit 16-3) of this administrative plan for HACA's policy on transfers for victims that have been living in a unit for less than a year or seek to move sooner than a tenant-based voucher is available.

Residency preference area. The specified area where families must reside to qualify for a residency preference.

Responsible entity. For the public housing and the Section 8 tenant-based assistance, project-based ~~vouchereertificate~~ assistance, and moderate rehabilitation programs, the responsible entity means the PHA administering the program under an ACC with HUD. For all other Section 8 programs, the responsible entity means the Section 8 owner.

Secretary. The Secretary of Housing and Urban Development.

Section 8. Section 8 of the United States Housing Act of 1937.

Section 8 covered programs. All HUD programs which assist housing under Section 8 of the 1937 Act, including Section 8 assisted housing for which loans are made under Section 202 of the Housing Act of 1959.

Section 214. Section 214 of the Housing and Community Development Act of 1980, as amended.

Section 214 covered programs. The collective term for the HUD programs to which the restrictions imposed by Section 214 apply. These programs are set forth in 24 CFR 5.500.

Security deposit. A dollar amount (maximum set according to the regulations) which can be used for unpaid rent or damages to the owner upon termination of the lease.

Set-up charges. In a manufactured home space rental, charges payable by the family for assembling, skirting, and anchoring the manufactured home.

Sexual Assault. Any nonconsensual sexual act proscribed by Federal, tribal, or State law, including when the victim lacks capacity to consent. (42 U.S.C. 13925(a))

Sexual orientation. Homosexuality, heterosexuality or bisexuality.

Shared housing. A unit occupied by two or more families. The unit consists of both common space for shared use by the occupants of the unit and separate private space for each assisted family. (A special housing type: see 24 CFR 982.615–982.618.)

Significant Other. A person with whom, in the absence of a spouse, the head of household has a romantic relationship; a boyfriend or girlfriend.

Single person. A person living alone or intending to live alone.

Single room occupancy housing (SRO). A unit that contains no sanitary facilities or food preparation facilities, or contains either, but not both, types of facilities. (A special housing type: see 24 CFR 982.602–982.605.)

Social security number (SSN). The nine-digit number that is assigned to a person by the Social Security Administration and that identifies the record of the person's earnings reported to the Social Security Administration. The term does not include a number with a letter as a suffix that is used to identify an auxiliary beneficiary.

Special admission. Admission of an applicant that is not on the HACA waiting list or without considering the applicant's waiting list position.

Specified welfare benefit reduction. Those reductions of welfare benefits (for a covered family) that may not result in a reduction of the family rental contribution. A reduction of welfare benefits because of fraud in connection with the welfare program, or because of welfare sanction due to noncompliance with a welfare agency requirement to participate in an economic self-sufficiency program.

Spouse. The marriage partner of the head of household.

Stalking. To follow, pursue, or repeatedly commit acts with the intent to kill, injure, harass, or intimidate; or to place under surveillance with the intent to kill, injure, harass, or intimidate another person; and in the course of, or as a result of, such following, pursuit, surveillance, or repeatedly committed acts, to place a person in reasonable fear of the death of, or serious bodily injury to, or to cause substantial emotional harm to (1) that person, (2) a member of the immediate family of that person, or (3) the spouse or intimate partner of that person.

Standard Replacement Housing. Housing that is decent, safe and sanitary according to Housing Quality Standards/Local housing code/other, that is adequate for the family size according to Housing Quality Standards/Local/state/BOCA code(s), and that the family is occupying pursuant to a written or oral lease or occupancy agreement. Standard replacement housing does not include transient facilities, hotels, motels, temporary shelters, and (in the case of Victims of Domestic Violence,) housing occupied by the individual who engages in such violence. It does not include any individual imprisoned or detained pursuant to State Law or an Act of Congress. Shared housing with family or friends is/is not considered temporary and is/is not considered standard replacement housing.

State wage information collection agency (SWICA). The state agency, including any Indian tribal agency, receiving quarterly wage reports from employers in the state, or an alternative system that has been determined by the Secretary of Labor to be as effective and timely in providing employment-related income and eligibility information.

Subsidy standards. Standards established by HACA to determine the appropriate number of bedrooms and amount of subsidy for families of different sizes and compositions.

Suspension. ~~Stopping the clock on the term of a family's voucher after the family submits a request for tenancy approval. If HACA decides to allow extensions or suspensions of the voucher term, the HACA PHA administrative plan must describe how HACA determines whether to grant extensions or suspensions, and how HACA determines the length of any extension or suspension.~~ The term on the family's voucher stops from the date the family submits a request for PHA approval of the tenancy, until the date the PHA notifies the family in writing whether the request has been approved or denied. This practice is also called *tolling*.

Tax credit rent. With regard to certain tax credit units, the rent charged for comparable units of the same bedroom size in the building that also receive the low-income housing tax credit but do not have any additional rental assistance (e.g., tenant-based voucher assistance).

Tenancy addendum. For the housing choice voucher program, the lease language required by HUD in the lease between the tenant and the owner.

Tenant. The person or persons (other than a live-in aide) who executes the lease as lessee of the dwelling unit.

Utility allowance. HACA's estimate of the monthly cost of the reasonable consumption of those utilities except telephone (and, if supplied by the tenant, the refrigerator and/or stove) not included in the tenant rent but for which the tenant is responsible.

Utility reimbursement. In the voucher program, the portion of the housing assistance payment which exceeds the amount of rent to owner.

Utility hook-up charge. In a manufactured home space rental: Costs payable by a family for connecting the manufactured home to utilities such as water, gas, electrical and sewer lines.

~~VAWA. The Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, approved August 28, 2006), as amended by the U.S. Housing Act of 1937 (42 U.S.C. 1437d and 42 U.S.C. 1437f).~~

Very low-income family. A low-income family whose annual income does not exceed 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD may establish income limits higher or lower than 50 percent of the median income for the area on the basis of its finding that such variations are necessary because of unusually high or low family incomes. This is the income limit for the housing choice voucher program.

Veteran. Federal Definition (applies to VASH): A person who has served in the active military or naval service of the United States at any time and who shall have been discharged or released therefrom under conditions other than dishonorable. (38 U.S. Code Section 101 – Definitions)

California Definition (applies to wait list priority): Any person who has served full time in the armed forces in time of national emergency or state military emergency or during any expedition of the armed forces and who has been discharged or released under conditions other than dishonorable.

Violence Against Women Reauthorization Act (VAWA) of 2013. Prohibits denying admission to the program to an otherwise qualified applicant or terminating assistance on the basis that the applicant or program participant is or has been a victim of domestic violence, dating violence, sexual assault, or stalking.

Violent criminal activity. Any illegal criminal activity that has as one of its elements the use, attempted use, or threatened use of physical force against the person or property of another.

Voluntary Supportive Services. Voluntary supportive services can consist of a variety of activities, including, for example, housekeeping assistance, personal assistance, transportation services, case management, child care, education services, employment assistance and job training, counseling services, life skills training, other services designed to help the recipient live in the community as independently as possible, and other services permitted with HACA approval. Voluntary services can also include disability related services, such as mental health services, assistance with activities of daily living, personal assistance services, outpatient health services, and the provision of medication, which are provided by State Medicaid programs to promote community based settings for individuals with disabilities.

ATTACHMENT D

Streamlined Annual PHA Plan <i>(HCV Only PHAs)</i>	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 02/29/2016
--	---	---

Purpose. The 5-Year and Annual PHA Plans provide a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA's operations, programs, and services, and informs HUD, families served by the PHA, and members of the public of the PHA's mission, goals and objectives for serving the needs of low- income, very low- income, and extremely low- income families

Applicability. Form HUD-50075-HCV is to be completed annually by **HCV-Only PHAs**. PHAs that meet the definition of a Standard PHA, Troubled PHA, High Performer PHA, Small PHA, or Qualified PHA do not need to submit this form. Where applicable, separate Annual PHA Plan forms are available for each of these types of PHAs.

Definitions.

- (1) **High-Performer PHA** – A PHA that owns or manages more than 550 combined public housing units and housing choice vouchers, and was designated as a high performer on both of the most recent Public Housing Assessment System (PHAS) and Section Eight Management Assessment Program (SEMAP) assessments if administering both programs, or PHAS if only administering public housing.
- (2) **Small PHA** - A PHA that is not designated as PHAS or SEMAP troubled, or at risk of being designated as troubled, that owns or manages less than 250 public housing units and any number of vouchers where the total combined units exceeds 550.
- (3) **Housing Choice Voucher (HCV) Only PHA** - A PHA that administers more than 550 HCVs, was not designated as troubled in its most recent SEMAP assessment, and does not own or manage public housing.
- (4) **Standard PHA** - A PHA that owns or manages 250 or more public housing units and any number of vouchers where the total combined units exceeds 550, and that was designated as a standard performer in the most recent PHAS and SEMAP assessments.
- (5) **Troubled PHA** - A PHA that achieves an overall PHAS or SEMAP score of less than 60 percent.
- (6) **Qualified PHA** - A PHA with 550 or fewer public housing dwelling units and/or housing choice vouchers combined, and is not PHAS or SEMAP troubled.

A.	PHA Information.																																			
A.1	<p>PHA Name: <u>Housing Authority of the County of Alameda</u> PHA Code: <u>CA067</u></p> <p>PHA Plan for Fiscal Year Beginning: (MM/YYYY): <u>07/2018</u></p> <p>PHA Inventory (Based on Annual Contributions Contract (ACC) units at time of FY beginning, above)</p> <p>Number of Housing Choice Vouchers (HCVs) <u>6,178</u></p> <p>PHA Plan Submission Type: <input checked="" type="checkbox"/> Annual Submission <input type="checkbox"/> Revised Annual Submission</p> <p>Availability of Information. In addition to the items listed in this form, PHAs must have the elements listed below readily available to the public. A PHA must identify the specific location(s) where the proposed PHA Plan, PHA Plan Elements, and all information relevant to the public hearing and proposed PHA Plan are available for inspection by the public. Additionally, the PHA must provide information on how the public may reasonably obtain additional information of the PHA policies contained in the standard Annual Plan, but excluded from their streamlined submissions. At a minimum, PHAs must post PHA Plans, including updates, at the main office or central office of the PHA. PHAs are strongly encouraged to post complete PHA Plans on their official website.</p> <p><input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below)</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 25%;">Participating PHAs</th> <th style="width: 10%;">PHA Code</th> <th style="width: 25%;">Program(s) in the Consortia</th> <th style="width: 20%;">Program(s) not in the Consortia</th> <th style="width: 20%;">No. of Units in Each Program</th> </tr> </thead> <tbody> <tr> <td>Lead HA:</td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program	Lead HA:																													
Participating PHAs	PHA Code	Program(s) in the Consortia	Program(s) not in the Consortia	No. of Units in Each Program																																
Lead HA:																																				

B. Annual Plan.	
B.1	<p>Revision of PHA Plan Elements.</p> <p>(a) Have the following PHA Plan elements been revised by the PHA since its last Annual Plan submission? Y N</p> <p><input type="checkbox"/> <input checked="" type="checkbox"/> Housing Needs and Strategy for Addressing Housing Needs. <input checked="" type="checkbox"/> <input type="checkbox"/> Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. <input checked="" type="checkbox"/> <input type="checkbox"/> Financial Resources. <input type="checkbox"/> <input type="checkbox"/> Rent Determination. <input type="checkbox"/> <input type="checkbox"/> Operation and Management. <input type="checkbox"/> <input type="checkbox"/> Informal Review and Hearing Procedures. <input type="checkbox"/> <input type="checkbox"/> Homeownership Programs. <input type="checkbox"/> <input type="checkbox"/> Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. <input type="checkbox"/> <input checked="" type="checkbox"/> Substantial Deviation. <input type="checkbox"/> <input type="checkbox"/> Significant Amendment/Modification.</p> <p>(b) If the PHA answered yes for any element, describe the revisions for each element(s): Deconcentration and Other Policies that Govern Eligibility, Selection, and Admission: Revised criteria for selection from the waitlist (see attached). Financial Resources: In addition to HCV funding , CA067 expects to receive FSS Coordinator and HUD-VASH program funding. Additionally, HUD provided CA067 \$10,499,086 in shortfall funding in 2017. CA067 will be in shortfall again in 2018 and will need additional HCV funding. Informal Review and Hearing Procedures: Modified to reflect current practices (see attached).</p>
B.2	<p>New Activities</p> <p>(a) Does the PHA intend to undertake any new activities related to the following in the PHA's current Fiscal Year? Y N Project Based Vouchers. <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If this activity is planned for the current Fiscal Year, describe the activities. Provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan. Please see attached response.</p>
B.3	<p>Most Recent Fiscal Year Audit.</p> <p>(a) Were there any findings in the most recent FY Audit? Y N N/A <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/></p> <p>(b) If yes, please describe:</p>
B.4	<p>Civil Rights Certification Form HUD-50077 PHA <i>Certifications of Compliance with the PHA Plans and Related Regulations</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.5	<p>Certification by State or Local Officials. Form HUD 50077-SL <i>Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan</i>, must be submitted by the PHA as an electronic attachment to the PHA Plan.</p>
B.6	<p>Progress Report. Provide a description of the PHA's progress in meeting its Mission and Goals described in its 5-Year PHA Plan. Mission 5.1 HACA's success in meeting its mission is reflected in its High Performing SEMAP designation. Goal 5.2.1 Long-term financial viability of HACA's remaining 72 PH units - Accomplished by March 2016 RAD closing. Goal 5.2.2 Expand the supply of assisted housing - continuing. See B.2 above for progress to date. Goal 5.2.3 Increase access to available assistance through implementation of a regional database of housing assistance opportunities that includes an applicant portal where applicants can manage all of their low-income housing applications. HACA is working with a regional group of agencies to this end. HACA has also revised its preferences to better increase access to available assistance based on local needs. Goal 5.2.4 Validate the cost-effectiveness of the HACA Family Self-Sufficiency (FSS) Program - Ongoing as part of multi-year HUD national assessment with MDRC. Goal 5.2.5 Assist as many qualified families as possible - ongoing. HACA successfully transitioned into a new enterprise housing software platform in September 2017. Goal 5.2.6 Fully implement the Violence Against Women Act - Fully implemented and ongoing.</p>
B.7	<p>Resident Advisory Board (RAB) Comments.</p> <p>(a) Did the RAB(s) provide comments to the PHA Plan? Y N <input type="checkbox"/> <input type="checkbox"/></p> <p>(a) If yes, comments must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the RAB recommendations and the decisions made on these recommendations.</p>

Instructions for Preparation of Form HUD-50075-HCV Annual PHA Plan for HCV Only PHAs

A. PHA Information. All PHAs must complete this section. ([24 CFR §903.23\(4\)\(e\)](#))

A.1 Include the full **PHA Name**, **PHA Code**, **PHA Type**, **PHA Fiscal Year Beginning** (MM/YYYY), **Number of Housing Choice Vouchers (HCVs)**, **PHA Plan Submission Type**, and the **Availability of Information**, specific location(s) of all information relevant to the public hearing and proposed PHA Plan.

PHA Consortia: Check box if submitting a Joint PHA Plan and complete the table. ([24 CFR §943.128\(a\)](#))

B. Annual Plan. All PHAs must complete this section. ([24 CFR §903.11\(c\)\(3\)](#))

B.1 Revision of PHA Plan Elements. PHAs must:

Identify specifically which plan elements listed below that have been revised by the PHA. To specify which elements have been revised, mark the “yes” box. If an element has not been revised, mark “no.”

Housing Needs and Strategy for Addressing Housing Needs. Provide a statement addressing the housing needs of low-income, very low-income families who reside in the PHA’s jurisdiction and other families who are on the Section 8 tenant-based waiting list. The statement must identify the housing needs of (i) families with incomes below 30 percent of area median income (extremely low-income), (ii) elderly families and families with disabilities, and (iii) households of various races and ethnic groups residing in the jurisdiction or on the waiting list based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. ([24 CFR §903.7\(a\)\(1\)](#) and [24 CFR §903.7\(a\)\(2\)\(i\)](#)). Provide a description of the PHA’s strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. ([24 CFR §903.7\(a\)\(2\)\(ii\)](#))

Deconcentration and Other Policies that Govern Eligibility, Selection, and Admissions. A statement of the PHA’s policies that govern resident or tenant eligibility, selection and admission including admission preferences for HCV. ([24 CFR §903.7\(b\)](#))

Financial Resources. A statement of financial resources, including a listing by general categories, of the PHA’s anticipated resources, such as PHA HCV funding and other anticipated Federal resources available to the PHA, as well as tenant rents and other income available to support tenant-based assistance. The statement also should include the non-Federal sources of funds supporting each Federal program, and state the planned use for the resources. ([24 CFR §903.7\(c\)](#))

Rent Determination. A statement of the policies of the PHA governing rental contributions of families receiving tenant-based assistance, discretionary minimum tenant rents, and payment standard policies. ([24 CFR §903.7\(d\)](#))

Operation and Management. A statement that includes a description of PHA management organization, and a listing of the programs administered by the PHA. ([24 CFR §903.7\(e\)\(3\)\(4\)](#)).

Informal Review and Hearing Procedures. A description of the informal hearing and review procedures that the PHA makes available to its applicants. ([24 CFR §903.7\(f\)](#))

Homeownership Programs. A statement describing any homeownership programs (including project number and unit count) administered by the agency under section 8y of the 1937 Act, or for which the PHA has applied or will apply for approval. ([24 CFR §903.7\(k\)](#))

Self Sufficiency Programs and Treatment of Income Changes Resulting from Welfare Program Requirements. A description of any PHA programs relating to services and amenities coordinated, promoted, or provided by the PHA for assisted families, including those resulting from the PHA’s partnership with other entities, for the enhancement of the economic and social self-sufficiency of assisted families, including programs provided or offered as a result of the PHA’s partnerships with other entities, and activities under section 3 of the Housing and Community Development Act of 1968 and under requirements for the Family Self-Sufficiency Program and others. Include the program’s size (including required and actual size of the FSS program) and means of allocating assistance to households. ([24 CFR §903.7\(l\)\(i\)](#)) Describe how the PHA will comply with the requirements of section 12(c) and (d) of the 1937 Act that relate to treatment of income changes resulting from welfare program requirements. ([24 CFR §903.7\(l\)\(iii\)](#)).

Substantial Deviation. PHA must provide its criteria for determining a “substantial deviation” to its 5-Year Plan. ([24 CFR §903.7\(r\)\(2\)\(i\)](#))

Significant Amendment/Modification. PHA must provide its criteria for determining a “Significant Amendment or Modification” to its 5-Year and Annual Plan. Should the PHA fail to define ‘significant amendment/modification’, HUD will consider the following to be ‘significant amendments or modifications’: a) changes to rent or admissions policies or organization of the waiting list; or b) any change with regard to homeownership programs. See guidance on HUD’s website at: [Notice PIH 1999-51](#). ([24 CFR §903.7\(r\)\(2\)\(ii\)](#))

If any boxes are marked “yes”, describe the revision(s) to those element(s) in the space provided.

B.2 New Activity. If the PHA intends to undertake new activity using Housing Choice Vouchers (HCVs) for new Project-Based Vouchers (PBVs) in the current Fiscal Year, mark “yes” for this element, and describe the activities to be undertaken in the space provided. If the PHA does not plan to undertake this activity, mark “no.” ([24 CFR §983.57\(b\)\(1\)](#) and Section 8(13)(C) of the United States Housing Act of 1937.

Project-Based Vouchers (PBV). Describe any plans to use HCVs for new project-based vouchers. If using PBVs, provide the projected number of project-based units and general locations, and describe how project-basing would be consistent with the PHA Plan.

- B.3 Most Recent Fiscal Year Audit.** If the results of the most recent fiscal year audit for the PHA included any findings, mark “yes” and describe those findings in the space provided. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(p\)](#))
- B.4 Civil Rights Certification.** Form HUD-50077, *PHA Certifications of Compliance with the PHA Plans and Related Regulation*, must be submitted by the PHA as an electronic attachment to the PHA Plan. This includes all certifications relating to Civil Rights and related regulations. A PHA will be considered in compliance with the AFFH Certification if: it can document that it examines its programs and proposed programs to identify any impediments to fair housing choice within those programs; addresses those impediments in a reasonable fashion in view of the resources available; works with the local jurisdiction to implement any of the jurisdiction’s initiatives to affirmatively further fair housing; and assures that the annual plan is consistent with any applicable Consolidated Plan for its jurisdiction. ([24 CFR §903.7\(o\)](#))
- B.5 Certification by State or Local Officials.** Form HUD-50077-SL, *Certification by State or Local Officials of PHA Plans Consistency with the Consolidated Plan*, including the manner in which the applicable plan contents are consistent with the Consolidated Plans, must be submitted by the PHA as an electronic attachment to the PHA Plan. ([24 CFR §903.15](#))
- B.6 Progress Report.** For all Annual Plans following submission of the first Annual Plan, a PHA must include a brief statement of the PHA’s progress in meeting the mission and goals described in the 5-Year PHA Plan. ([24 CFR §903.11\(c\)\(3\)](#), [24 CFR §903.7\(r\)\(1\)](#))
- B.7 Resident Advisory Board (RAB) comments.** If the RAB provided comments to the annual plan, mark “yes,” submit the comments as an attachment to the Plan and describe the analysis of the comments and the PHA’s decision made on these recommendations. ([24 CFR §903.13\(c\)](#), [24 CFR §903.19](#))

This information collection is authorized by Section 511 of the Quality Housing and Work Responsibility Act, which added a new section 5A to the U.S. Housing Act of 1937, as amended, which introduced the Annual PHA Plan. The Annual PHA Plan provides a ready source for interested parties to locate basic PHA policies, rules, and requirements concerning the PHA’s operations, programs, and services, and informs HUD, families served by the PHA, and members of the public for serving the needs of low- income, very low- income, and extremely low- income families.

Public reporting burden for this information collection is estimated to average 4.5 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. HUD may not collect this information, and respondents are not required to complete this form, unless it displays a currently valid OMB Control Number.

Privacy Act Notice. The United States Department of Housing and Urban Development is authorized to solicit the information requested in this form by virtue of Title 12, U.S. Code, Section 1701 et seq., and regulations promulgated thereunder at Title 12, Code of Federal Regulations. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality

A.1. Availability of Information

HACA posts PHA Plans, including updates, at its office and on its official website. HACA's office is located at:

Housing Authority of the County of Alameda (HACA)
22941 Atherton Street
Hayward, CA 94541-6633

HACA's website address is:

www.haca.net

B.1.(a) Deconcentration and Other Policies that Govern Eligibility, Selection, and Admission.

Index of Deconcentration and other policies that govern eligibility, selection, and admissions:

Admin Plan Section	Page(s)
Chapter 3 – Eligibility	
Chapter 4 – Applications, Waiting List and Tenant Selection	
Chapter 10 – Portability – Applicant Families	
Chapter 11 – Interim Reexaminations – New Family Members	
Chapter 16 – Informal Reviews and Hearings	
Chapter 17 – Selection of PBV Program Participants	
Chapter 18 – Selection of PBV RAD Program Participants	

B.1.(a) Significant Amendment/Modification

HACA defines a “Significant Amendment/Modification” to its 5-Year and Annual Plan as a change:

- a) to HACA’s criteria for eligibility for admission; or
- b) any change with regard to homeownership programs.

B.2.(b) New Activities

HACA currently has 72 Project-Based Vouchers under RAD and 515 project-based units in addition to the RAD units. HACA anticipates project-basing additional vouchers for a total, including existing project based vouchers, of up to 1,000 units. The cities of Albany, Emeryville, Dublin, Fremont, Hayward, Newark, Pleasanton, San Leandro, and Union City as well as the unincorporated communities of Castro Valley and San Lorenzo and unincorporated Alameda County are currently-identified locations.

HACA is project-basing 12 units in the city of Emeryville for families and persons with disabilities, 30 units in the city of Fremont for the elderly, 20 units in the city of Fremont for families, 62 units in the city of San Leandro for the elderly and four units in the city of Hayward for persons with disabilities.

To create housing opportunity and promote mobility, HACA may project-base up to approximately 285 additional units in non-impacted census tracts, higher-cost opportunity areas and neighborhoods undergoing revitalization for families, persons with disabilities, the elderly, and veterans, depending on funding, including but not limited to: up to 100 units in Fremont, Hayward and San Leandro to serve veterans.

HACA will evaluate additional opportunities to project-base vouchers by: partnering with developers in the development and ownership of new and rehabilitated projects; by applying for set-aside VASH Vouchers; and by acquiring existing rental properties for which low-income housing tax credits or tax exempt bonds can be obtained.