

22941 Atherton Street, Hayward, CA 94541

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HOUSING COMMISSION AGENDA Regular Meeting: August 8, 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 <u>Thursday, August 2, 2018</u>, 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.

1.	CALL TO ORDER / ROLL CALL		PAGE
2.	CLOSED SESSION Contract Negotiations with SEIU Local 1021 and the Housing Authority of the County of Alameda		
	Labor Negotiations Pursuant to Government Code 54957.6		
3.	ELECTION OF OFFICERS	ACTION	3
4.	APPROVAL OF THE MINUTES OF THE JUNE 13, 2018 MEETING	ACTION	5
5.	PUBLIC COMMENT - On matters not on the Agenda		
6.	NEW BUSINESS		
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6-2.	Resolution Approving the Memorandum of Understanding with SEIU Local 1021	ACTION	13
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10.

ADJOURNMENT

HOUSING COMMISSION AGENDA

Regular Meeting: August 8, 2018

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

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6-6.	Amend and Renew the Management Agreement between Preserving Alameda County Housing, Inc. and the Housing Authority of the County of Alameda	ACTION	34	
6-7.	Approve Revisions to HACA's Travel Policy	ACTION	35	
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6-10.	Budget Status Report	INFORMATION	42	
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9.	COMMUNICATIONS			

ELECTION OF OFFICERS

August 8, 2018

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting Date: August 8, 2018

Subject: Election of Officers

Exhibits Attached: None

Recommendation: Elect Officers to the Chairperson and Vice Chairperson Positions for

FY 2018-2019

DISCUSSION

In accordance with the Housing Commission's bylaws, your Commission must elect, by a majority vote, a Chairperson and Vice-Chairperson for a term of one (1) year. At your June 13, 2018 meeting, your Commission appointed Commissioners Gerry and Hannon as the Nominating Committee.

The Nominating Committee will formally present the candidates that it recommends for the Chairperson and Vice-Chairperson positions and an election will be held. The newly-elected officers will take their seats immediately and the newly-elected Chairperson will chair the meeting.

MINUTES June 13, 2018



22941 Atherton Street, Hayward, CA 94541

Tel. 510.538.8876 TDD 510.727.8551 Fax 510.537.8236 www.haca.net

HOUSING COMMISSION MINUTES REGULAR MEETING: JUNE 13, 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 8:03 a.m.

Roll Call

Present: Cmrs. Buckholz, Finely, Gacoscos, Gerry, Hannon, Maass, Patz and Peixoto

Excused: Cmr. Ballew

2. ACTION: APPROVAL OF THE MINUTES OF APRIL 11, 2018 HOUSING COMMISSION MEETING

Motion/Second: Peixoto/Gacoscos.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

3. PUBLIC COMMENT – ON MATTERS NOT ON THE AGENDA

None.

4. NEW BUSINESS

4-1. RESOLUTION NO. 07-18: APPROVING AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH PARTNER AGENCIES TO SUBMIT AN APPLICATION FOR THE MAINSTREAM VOUCHER PROGRAM

Christine Gouig, Executive Director, made some introductory remarks. She described the Mainstream Voucher Program and commented that it will be a good opportunity for HACA to provide housing assistance to persons with disabilities who are non-elderly.

Jennifer Cado, Senior Administrative Analyst, presented the staff report. Ms. Cado described the application process, reported that HACA will apply for 150 vouchers and discussed some of the waitlist preferences that may need to change for this program. She also described the Memorandum of Understanding (MOU) with the partner agencies that HACA will be working with to administer the vouchers for the Mainstream Program and indicated who some of these agencies are.

<u>Recommendation</u>: Adopt Resolution No. 07-18 approving authorization to enter into a Memorandum of Understanding with partner agencies to submit an application for the Mainstream Voucher Program.

<u>Commission Discussion</u>: Cmr. Hannon congratulated staff for their work on the application process for the Mainstream Voucher Program.

Motion/Second: Hannon/Patz.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

4-2. <u>RESOLUTION NO. 08-18: APPROVING CONTRIBUTION TO THE ALAMEDA COUNTY EMPLOYEES'</u> RETIREMENT ASSOCIATION (ACERA) FOR THE JULY 1, 2018 – JUNE 30, 2019 FISCAL YEAR

Christine Gouig presented the staff report. Ms. Gouig reported that the contribution to the Alameda County Employees' Retirement Association (ACERA) to fund HACA's 401(h) subaccount for the fiscal year beginning July 1, 2018 is \$268,437.91.

<u>Recommendation</u>: Adopt Resolution No. 08-18 approving contribution of \$268,437.91 to the Alameda County Employees' Retirement Association for the fiscal year beginning July 1, 2018.

<u>Commission Discussion</u>: Cmr. Peixoto and Ms. Gouig briefly discussed pension liability. Cmr. Hannon asked if retirees currently contribute to their medical and dental benefits. Ms. Gouig indicated that staff will gather information on this and report back on this at the next Housing Commission meeting.

Motion/Second: Hannon/Buckholz.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

4-3. RESOLUTION NO. 09-18: APPROVING THE OPERATING BUDGETS FOR THE JULY 1, 2018 – JUNE 30, 2019 FISCAL YEAR

Christine Gouig presented the staff report. Ms. Gouig described the impact that HUD's funding schedule has on HACA's budget preparation process and the factors that were considered in formulating the budget projections. She also described some of the restrictions that are in place while HACA is in funding shortfall and indicated that HACA's Housing Choice Voucher program is shrinking as a result. Ms. Gouig summarized the income and expenses in the proposed budget for the July 1, 2018 – June 30, 2019 fiscal year and reported on the federal budget.

Recommendation: Adopt Resolution No. 09-18 approving the operating budgets for the July 1, 2018 – June 30, 2019 Fiscal Year.

<u>Commission Discussion</u>: Cmr. Peixoto asked about the unrestricted net position and Ms. Gouig provided clarification on the amount shown in the budget statement. Cmr. Peixoto and Ms. Gouig also discussed the unfunded pension liability. Ms. Gouig indicated that staff is expecting that ACERA will ask its participating employers to fund part of this liability in the future. She also indicated that it is not clear what factors are used to calculate the amount of the unfunded pension liability and that staff expects to receive more details on this in future. Cmr. Peixoto and Ms. Gouig also discussed the Section 8 Admin Fee funding and Cmr. Peixoto commented that HUD does not provide enough funding for the work that HACA does. Ms. Gouig and Cmr. Peixoto talked about the average contract rent and the increase in the amounts of subsidies that HACA has to pay as a result of rising rents.

Cmr. Gerry commented that the housing situation must be viewed from all sides and described some of the challenges that landlords are facing as a result of the rising cost of expenses.

Cmr. Patz commented on the unfunded pension liability issue and recommended that staff take a look at what the County is doing in terms of employee benefits and perhaps mirror it. Cmr. Patz also commented on the insufficient funding from the federal government. He commented that it appears

that the federal government is moving toward turning over the Section 8 Housing Choice Voucher program to the states.

Cmr. Hannon praised Ms. Gouig and Ms. Leoncio for their work in managing the funds and looking for other opportunities and sources of funding. He also commented that he is pleased to see that the units that are owned by Preserving Alameda County Housing, Inc. (PACH) continuously show income.

Cmr. Maass commented that if housing authorities were turned over to the states, the regulations and requirements may be less restrictive.

Cmr. Gacoscos asked if the funding fee is same nationwide. Ms. Gouig explained that it is the same proration but that the fee itself differs.

Motion/Second: Hannon/Peixoto.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

4-4. ACTION: ACCEPT THE AUDIT FOR THE JULY 1, 2016 – JUNE 30, 2017 FISCAL YEAR

Christine Gouig presented the staff report. Ms. Gouig reported that an audit of the July 1, 2016 – June 30, 2017 fiscal year was completed by Patel & Associates. She explained that HACA is required to complete an audit annually and that the audit was conducted in the areas of financial operation and internal controls for all of HACA's programs, including those activities carried out by PACH. Ms. Gouig described the various components of the audit, summarized the key sections in the audit report, and reported that no findings, significant deficiencies or any instances of non-compliance with program requirements were identified in the audit. Ms. Gouig praised Cathy Leoncio, Finance Director, and the HACA staff for their hard work.

<u>Recommendation</u>: Accept the result of the audit for the July 1, 2016 – June 30, 2017 fiscal year.

Motion/Second: Gacoscos/Maass.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

4-5. <u>ACTION: ASSIGN SALARY TO THE REVISED CLASSIFICATION OF INFORMATION TECHNOLOGY</u> MANAGER

Charla Freckmann, Human Resources Manager, presented the staff report. Ms. Freckmann reported that as a result of recent changes in HACA's Information Technology (IT) department, including the retirement of the IT Manager and the conversion to a new housing and financial software system, the Systems Manager classification no longer reflects the actual work being performed. She described the tasks of the IT Manager and Systems Manager classifications and indicated that staff is proposing to revise the IT Manager classification in order to combine some the tasks of the two positions. Ms. Freckmann indicated that a salary survey was conducted by Koff & Associates for the IT Manager classification and summarized the results of the survey. She noted that the adjustment to the salary range resulting from the survey does not automatically increase the employee's salary but instead will be added to the salary range for the positon. Ms. Freckmann indicated that the Personnel Committee

will meet following the Housing Commission meeting and recommended that the Housing Commission approve the changes to the IT Manager classification and accept the salary range assignment contingent on the Personnel Committee's approval of the revisions to the IT Manager classification.

<u>Recommendation</u>: Approve changes to the Information Technology Manager classification and accept the salary range assignment effective the first pay period following approval, contingent upon approval of the revised classification by the Personnel Committee.

<u>Commission Discussion</u>: Cmr. Hannon and Ms. Freckmann discussed the salary compensation survey.

4-6. ACTION: APPOINTMENTS TO THE PERSONNEL COMMITTEE

Christine Gouig presented the staff report. Ms. Gouig described the role of the Housing Commission's Personnel Committee and named the current members. She reported that with the passing of Cmr. Don Biddle in February and the departure of Christine Steiner in May, there are currently two vacancies on the Committee.

After a brief discussion, Cmrs. Pete Ballew and Michael Hannon volunteered to serve on the Personnel Committee.

<u>Recommendation</u>: Approve the appointments of Commissioners Pete Ballew and Michael Hannon to the Personnel Committee.

Motion/Second: Patz/Gerry.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

4-7. ACTION: APPOINT A NOMINATING COMMITTEE FOR THE FY 2018-2019 HOUSING COMMISSION OFFICERS

Christine Gouig presented the staff report. Ms. Gouig described the role of the Nominating Committee and recommended that the Commission appoint members to a Nominating Committee to nominate candidates for the Housing Commission's FY 2018-2019 Chairperson and Vice Chairperson positions.

After a brief discussion, Cmrs. Gerry and Hannon volunteered to serve on the Nominating Committee.

<u>Recommendation</u>: Approve the appointments of Commissioners Mark Gerry and Michael Hannon to the Nominating Committee.

Motion/Second: Patz/Gerry.

Ayes: All. Motion passed. APPROVED AS RECOMMENDED.

4-8. INFORMATION: BUDGET STATUS REPORT

Christine Gouig presented the staff report. Report received with no questions from the Housing Commission.

4-9. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor welcomed Cmr. Angela Finley to the Housing Commission. He reported that the Family Self-Sufficiency (FSS) staff has been working hard to grow the FSS program and named some of the recent FSS workshops that were held. Mr. Taylor invited the Commissioners to attend the FSS Health and Resource Fair scheduled for July 21. Ms. Gouig described the FSS Health and Resource Fair and named some of the vendors who participate in this event each year. Mr. Taylor indicated that the fair has been very successful and is widely attended each year.

<u>Commission Discussion</u>: Cmr. Buckholz and Ms. Gouig discussed the Christine Steiner Inspiration Award that was created in honor of former Housing Commissioner Christine Steiner.

5. COMMITTEE REPORTS

None.

6. COMMISSIONER REPORTS

Cmr. Patz reported that the City of Emeryville is likely to pass a \$50 million housing bond and described some of the projects the City is looking into. Cmr. Patz also reported on his attendance at the 2018 NAHRO Washington Conference.

7. COMMUNICATIONS

The California Association of Housing Authorities (CAHA) 2018 legislative briefing paper was distributed to the Housing Commission and to the public. Ms. Gouig reported that a CAHA delegation, which included her and Cmr. Patz, met with various representatives during the 2018 NAHRO Washington Conference and shared the briefing paper at these meetings. Cmr. Patz praised CAHA for being very well prepared at these meetings with the representatives.

8. ADJOURNMENT

There being no further business to discuss, Chairperson Gerry adjourned the meeting at 9:08 a.m.

Respectfully Submitted,		
Melissa Taesali Executive Assistant		Christine Gouig Executive Director/Housing Commission Secretary
	Approved:	Mark Gerry Housing Commission Chairperson

NEW BUSINESS August 8, 2018

AGENDA STATEMENT

Meeting Date: August 8, 2018

Subject: Recognize Vanessa Diaz as HACA's Shining Star for July-December 2018

Exhibits Attached: None

BACKGROUND

In 2006 the Housing Authority created a Communications Committee composed of staff from all departments. The Committee created an "Employee of the Quarter" recognition program to acknowledge exceptional individual contributions of HACA employees. At the end of 2011 the Committee decided to revamp the program to allow more time for chosen employees to enjoy their recognition. The Committee re-named the award "HACA's Shining Star" and extended the recognition period to six months, so there will be two Shining Stars per year.

DISCUSSION

The Housing Authority is privileged to have on its staff Vanessa Diaz, an Eligibility Leadworker in the Programs Department. Vanessa's selection was announced at the HACA All Staff meeting held on June 14. The comments below were submitted by those who nominated Vanessa and describe her outstanding work in the following categories: Innovative Idea, Problem Solving, Team Effort & Flexibility in Working with Others, Customer Service, and Acknowledgement from the Public, Co-Workers and Clients:

"I nominate Vanessa Diaz. Her professionalism is outstanding, she is always courteous and understanding, not only with the participants but with her co-workers too.

Vanessa has shown a very positive attitude in every aspect of being a new Leadworker. She tries to make everyone happy and she is very helpful in our working environment. She comes up with ideas to make our jobs easier. She is a new lead and doing her best to learn her job. She is encouraging. She always has a smile and is always friendly.

I am proud to work with Vanessa. P.S. She brings us popcorn to our department meetings."

Staff recommends that your Housing Commission recognize Vanessa Diaz as "HACA's Shining Star" for July-December 2018.

AGENDA STATEMENT

Meeting: August 8, 2018

Subject: Memorandum of Understanding (MOU) with SEIU Local 1021

Exhibits Attached: - Resolution No. 10-18

- Signed Tentative Agreement

- Revised Successor MOU (pages with changes only)

Recommendations: Adopt Resolution Approving Successor MOU

Financial Statement: \$ 250,390 for bargaining unit employees

BACKGROUND

The current MOU between the Housing Authority of the County of Alameda (HACA) and SEIU Local 1021, which represents all full time, non-confidential and non-management employees, expired on June 14, 2018. The parties agreed to pursue the concept of a one-year contract "roll-over" with a lump sum payment in the amount of \$3,650 per bargaining unit employee. The parties reached tentative agreement and the Union's negotiating team submitted the tentative agreement to the membership for ratification.

DISCUSSION and ANALYSIS

The changes to the former MOU are on pages 1, 28 and 41. All other terms and provisions remain the same.

Pages 1 (introductory paragraph) and 41 (Section 35: Term of Memorandum) reflect changes to the dates/term of the MOU only. The substantive change regarding wages on page 28 is as follows:

SECTION 12. WAGES

A. A \$3,500.00 \$3,650.00 one-time lump sum payment will be made to all bargaining unit members employed and in a paid status as of June 15, 2018, to be paid no later than September 21, 2017 August 23, 2018.

RECOMMENDATION

Staff recommends your Commission adopt a resolution approving the terms of the MOU with SEIU Local 1021 as reflected above. The pages containing exact language changes for the 2018-2019 MOU are attached. Payment is recommended for the first pay period following your Commission's approval.

HACA AGENDA ITEM NO.: 6-2.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO.: 10-18

RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING (MOU) WITH SEIU LOCAL 1021 FOR FISCAL YEAR 2018-2019

WHEREAS, the Housing Authority of the County of Alameda ("Authority") recognizes Service Employees International Union (SEIU) Local 1021 as the exclusive representative for the Authority's general employees bargaining unit, the classifications for which are listed in Appendix A to the Parties' Memorandum of Understanding ("MOU") for fiscal year 2018-2019; and

WHEREAS, the Parties sought agreement on a one-year contract roll-over and held discussions regarding the change in compensation for this roll-over; and

WHEREAS, the Parties have now come to agreement on an MOU for the 2018-2019 fiscal year;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda does hereby approve and authorize the Human Resources Manager to execute the Memorandum of Understanding with SEIU Local 1021 for the 2018-2019 fiscal year as presented at this meeting.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 8th day of August 2018 by the following vote:

AYES:	
NOES:	
ABSTAIN:	
EXCUSED:	
ABSENT:	
	Mark Gerry
	Housing Commission Chairperson
Attest:	
Christine Gouig	
Executive Director/Housing Commission Sec	cretary Adopted:

Housing Authority of Alameda County and SEIU Local 1021 2018 MOU Labor Negotiations

TOTAL TENTATIVE AGREEMENT

The parties have reached agreement on the terms and conditions of employment for a one-year successor memorandum of understanding (MOU) and agree that the 2018 negotiations have now been completed. The revised MOU reflecting the agreed upon changes will be developed following the parties' approval and ratification of this total tentative agreement.

The terms of the new agreement will remain the same with the exception of the changes indicated below:

SECTION 12. WAGES

A. A \$3,650,00 one-time lump sum payment will be made to all bargaining unit members employed and in a paid status as of June 15, 2018, to be paid no later than August 23, 2018.

SECTION 35. TERM OF MEMORANDUM

This Memorandum of Understanding shall become effective as of June 15, 2018, except as otherwise provided herein, upon the approval of the Housing Authority of the County of Alameda Housing Commission and shall remain in effect up to and including June 13, 2019.

Signed and entered into this day of August 2018:

HOUSING AUTHORITY OF THES DESCRIPTION OF ALAMEDA:

OUNTY OF ALAMEDA:

OUNTY OF ALAMEDA:

MEMORANDUM OF UNDERSTANDING BETWEEN THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA AND

UNITED SERVICE EMPLOYEES, LOCAL 1021

THIS MEMORANDUM OF UNDERSTANDING is entered into by the Housing Authority of the County of Alameda, said political subdivision hereafter designated as Housing Authority, and the United Service Employees, Local 1021 of the Service Employees International Union, AFL-CIO hereafter designated as "Union" as a recommendation to the Housing Authority of the County of Alameda Housing Commission of those conditions of employment which are to be in effect during the period of June 15, 20187 to and including June 134, 20198 and for those employees working in representation units referred to in Section 1 hereof.

SECTION 1. RECOGNITION

- A. The Housing Authority recognizes the Union as the exclusive bargaining representative for all full-time employees working in classifications included in the Bargaining Unit as specifically enumerated in the Salary Schedule attached hereto and to any other classifications which may be established substantially within the scope of the duties now included within these classifications. The representation of the Housing Authority and Unions shall meet for the purpose of assigning any other newly-created classifications to the appropriate bargaining units within thirty days after creation. Such placement shall be by mutual consent. In case of disagreement, an arbitrator shall decide the matter.
- В. In disputes between the Housing Authority and the Union over the assignment of newly created classifications to appropriate bargaining units, the arbitrator shall decide the matter on the following basis:
 - 1. The arbitrator shall reject any claim by the Union to any newly created classification whose duties are substantially within scope of:
 - (a) management designated classifications; e.g. project specialists, management specialists, administrative interns or other administrative classifications, or
 - classifications represented by other employee organizations. (b)
 - 2. The arbitrator shall reject any claim of the Union to any newly created classification which is other than full-time permanent or probationary unless the employees in such status have previously voted to be represented by the Union.
 - 3. The arbitrator shall determine any dispute over whether or not the scope of duties of a newly created classification is substantially within the scope of duties now included

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HACA - SEIU 1021 MOU June 15, 20187 - June 134, 20198

- 6. The donor employee may donate sick leave (up to 16.66 or 17.80 hours depending on classification), so long as two-hundred and fifty (250) hours of sick leave are maintained in an employee's accrued sick leave balance after the donation), vacation, compensatory time or in lieu holiday time which shall be converted to recipient employee's sick leave balance and all sick leave provisions will apply. Time donated in any pay period may be used in the following periods. No retroactive donations will be permitted.
- 7. The donor's hourly value will be converted to the recipient's hourly value and then added to the recipient's sick leave balance on a dollar-for-dollar basis.
- 8. The recipient employee's entitlement to personal disability leave will be reduced by the number of hours added to the recipient's sick leave balance.
- 9. The determination of the employee's eligibility for catastrophic sick leave donation shall be at the Housing Authority's sole discretion and shall be final and non-grievable.
- 10. The Housing Authority shall notify the union when an employee has been approved for this program. The Union may notify its members of the employee's eligibility.
- I. SICK LEAVE CREDIT AT RETIREMENT. Housing Authority employees who are members of the Alameda County Employees' Retirement System and who retire, shall be credited for fifty percent (50%) of their unused paid sick leave accumulated as of the date of their retirement, up to a maximum credit of sixty (60) days.
- J. **FAMILY/MEDICAL LEAVE.** Employees might be eligible for leave under the Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA) and/or the Pregnancy Disability Act (PDA). Employees may review Authority policy and/or inquire with Human Resources for details.

SECTION 12. WAGES

- A. A \$3,500.00 \$3,650.00 one-time lump sum payment will be made to all bargaining unit members employed and in a paid status as of June 15, 2018, to be paid no later than September 21, 2017 August 23, 2018.
- B. Step increases shall be awarded in accordance with Article 3.2.1. of the Personnel Rules.
- C. The Authority agrees to freeze an Administrative Clerk position for the duration of this Memorandum of Understanding.

Except as provided in the "Savings Clause", each party agrees that the other shall not be obligated to bargain collectively, during the term of this Memorandum of Understanding, with respect to any subject matter that could have been bargained, or that is referred to or addressed in this Memorandum of Understanding. Any and all prior or existing Memoranda of Understanding, understandings, or agreements that conflict with the matters set forth herein, whether formal or informal, are hereby superseded and terminated in their entirety. Existing policies, rules, ordinances and resolutions that do not conflict with the matters set forth herein remain in effect.

SECTION 33. ENACTMENT

It is agreed that the foregoing shall be jointly submitted to the Housing Authority of the County of Alameda Housing Commission by the Executive Director and the Unions for the Commissioners' consideration and approval.

Upon such adoption, the provisions of this Memorandum of Understanding shall supersede and control over conflicting or inconsistent Housing Authority resolutions.

SECTION 34. NO STRIKE/NO LOCKOUT

- A. During the term of the Agreement, SEIU, its members and representatives agree that it and they will not engage in, authorize, or sanction a strike, stoppage of work, or withdrawal of service.
- B. The Housing Authority will not lockout employees during the term of this Memorandum of Understanding.

SECTION 35. TERM OF MEMORANDUM

1

This Memorandum of Understanding shall become effective as of June 15, 20187, except as otherwise provided herein, upon the approval of the Housing Authority of the County of Alameda Housing Commission and shall remain in effect up to and including June 134, 20198.

AGENDA STATEMENT

Meeting: August 8, 2018

Subject: Salary Adjustment for Non-Management, Non-Bargaining Unit

Employees

Exhibits Attached: None

Recommendation: Approve Salary Adjustment for Non-Management, Non-Bargaining Unit

Employees

Financial Statement: \$9,198

BACKGROUND

The negotiated Memorandum of Understanding (MOU) between the Housing Authority of the County of Alameda and SEIU Local 1021 covers all full time, non-confidential, non-management employees. The Housing Authority has two classifications that are not management and are not part of the bargaining unit represented by SEIU Local 1021. One classification is a part-time Administrative Clerk and the other classification is Secretary, which is classified as confidential and is in the Human Resources Department. There is one employee in each of these classifications.

It has been the Housing Authority's standard practice to implement the same terms and conditions of employment for these classifications as those that were negotiated for the bargaining unit.

RECOMMENDATION

Staff recommends your Commission approve the same terms and conditions of employment for non-management, non-bargaining unit classifications, consistent with standard practice and as reflected in the Total Tentative Agreement approved for a successor MOU for the bargaining unit. This includes the \$3,650 lump sum payment for one employee appointed full-time, \$2,920 for the one employee appointed to less than full-time and a 40 percent benefit load for each. Payment of the lump-sum will be made at the same time as payment for bargaining unit employees (i.e., the first pay period following your Commission's approval).

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: August 8, 2018

Subject: Section Eight Management Assessment Program (SEMAP)

Exhibits Attached: SEMAP Certification and Resolution 11-18

Recommendation: Adopt a resolution authorizing submission of the SEMAP

Certification to HUD

Financial Statement: None

BACKGROUND

The <u>Section Eight Management Assessment Program</u> (SEMAP) measures 14 key performance indicators of public housing agencies (PHAs) that administer the Housing Choice Voucher program. By doing so, SEMAP helps HUD target monitoring and assistance to PHAs that need the most improvement.

The 14 indicators of performance show whether PHAs help eligible families to afford decent rental units at a reasonable subsidy cost as intended by federal housing legislation. The 14 key indicators of PHA performance are:

- Proper selection of applicants from the Housing Choice Voucher waiting list
- 2. Sound determination of reasonable rent for each unit leased
- 3. Accurate verification of family income
- 4. Maintenance of a current schedule of allowances for tenant-paid utilities
- 5. Performance of quality control inspections to ensure housing quality
- 6. Assurance that landlords and tenants promptly correct housing quality deficiencies
- 7. Expansion of housing choice outside areas of poverty or minority concentration
- 8. Establishment of Payment Standards within the required range of the HUD Fair Market Rents
- 9. Timely annual reexamination of family income
- 10. Correct calculation of the tenant share of the rent and the housing assistance payment (HAP) made to the landlord
- 11. Assurance that units comply with HUD's Housing Quality Standards (HQS) before families enter into leases and PHAs enter into HAP contracts
- 12. Timely annual HQS inspections
- 13. Assurance that all available Housing Choice Vouchers are used
- 14. Enrollment of families into the Family Self-Sufficiency (FSS) Program and the number of families with escrow accounts

SEMAP scores are based on PHA self-certification, HUD's national database of tenant information, and information from audits conducted annually by independent auditors. Each indicator has points assigned to it, with a total possible point score of 145. HUD annually assigns each PHA a rating on each of the 14 indicators and generates an overall performance ratio of high (90-100%), standard (60-89%), or troubled (less than 60%). Metropolitan PHAs like HACA are also able to earn bonus points for their achievements in encouraging assisted families to choose housing in low poverty areas.

Every PHA must submit its SEMAP Certification within 60 days of the end of its fiscal year. Ours is due by August 29, 2018 as our fiscal year ended June 30th.

DISCUSSION AND ANALYSIS

The attached SEMAP Certification is a product of random sampling done internally by staff at the end of each quarter of the fiscal year July 1, 2017 through June 30, 2018, and data from HUD's national database of tenant information. HACA's overall rating is "high" with 100% (125 points).

Staff had anticipated losing points this year as described below:

<u>Indicator #9, Annual Reexaminations: HACA Score – 0 out of 10 points</u>

This indicator is scored 0-5-10 points. It measures HACA's completion of annual re-examinations on a timely basis (every household's eligibility must be re-determined annually). We achieved 89% compliance but needed 90% to receive 5 points and 95% to receive the full 10 points. Our timeliness was impacted by conversion to new housing software. Currently, HACA is working on backlogged re-examinations and anticipates we will meet the 95% compliance rate in the coming year.

The table on the following page provides you with a review of HACA's performance under SEMAP for the last four years.

	SEMAP Certification	Review 2015 to 2018	3			
Indicator	Indicator Description	Maximum Number of Possible Points	2015 Final Earned Points	2016 Final Earned Points	2017 Final Earned Points	2018 Certification
1	Wait List	15	15	15	15	15
2	Reasonable Rent	20	20	15	20	20
3	Determination of Adjusted Income	20	20	20	20	20
4	Utility Allowance Schedule	5	5	5	5	5
5	HQS Quality Control Inspections	5	5	5	5	5
6	HQS Enforcement	10	10	10	10	10
7	Expanding Housing Opportunities	5	5	5	5	5
8	Payment Standards	5	5	5	5	5
9	Annual Reexaminations	10	10	10	10	0
10	Correct Tenant Rent Calculations	5	5	5	5	5
11	Pre-Contract HQS Inspections	5	5	5	5	5
12	Annual HQS Inspections	10	10	10	10	10
13	Lease-Up	20	20	20	20	20
14	FSS Enrollment & Escrow Accounts	10	10	10	10	10
Earned Points			145	140	145	135
Deconcentration Bonus – Extra 5 Points		5	5	5	5	0
Total Earned Points		145	150	145	150	135
Maximum Number of Points Possible		145	145	145	145	145
FINAL SCORE as a Percentage		100%	100%	100%	100%	93%
SEMAP RATING			High	High	High	High

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 11-18

RESOLUTION APPROVING SECTION EIGHT MANAGEMENT ASSESSMENT PROGRAM CERTIFICATION AND AUTHORIZING SUBMITTAL OF CERTIFICATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) has established a Section Eight Management Assessment Program (SEMAP) to measure the performance of housing authorities that administer the Section 8 Housing Choice Voucher Program; and

WHEREAS, SEMAP requires that housing authorities self-certify performance in connection with the 14 SEMAP indicators; and

WHEREAS, HUD reviews the self-certification and other data available from on-line reporting systems and financial submissions to rank a housing authority's performance and issues a score; and

WHEREAS, the Housing Authority of the County of Alameda has completed its SEMAP analysis for the July 1, 2017 – June 30, 2018 fiscal year and is prepared to submit its certification to HUD;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission does hereby approve and accept the SEMAP certification as presented and authorizes the Executive Director to submit it and any other information HUD may require to process the certification.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda on this 8th day of August 2018 by the following vote:

AYES:		
NOES:		
ABSTAIN:		
EXCUSED:		
ABSENT:		
Attest:	Mark Gerry Housing Con	nmission Chairperson
	-	•
Christine Gouig Executive Director/Housing Commission Secretary		
Excessive Directory roading commission detectory	Adopted:	Δugust 8 2018

Assessment Reports Submission

List Summary Certification Profile Comments

Field Office: 9APH SAN FRANCISCO HUB OFFICE

Housing Agency: CA067 Alameda County

PHA Fiscal Year End: 6/30/2018

OMB Approval No. 2577-0215

SEMAP CERTIFICATION (Page 1)

Public reporting burden for this collection of information is estimated to average 12 hours 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. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

This collection of information is required by 24 CFR sec 985.101 which requires a Public Housing Agency (PHA) administering a Section 8 tenant-based assistance program to submit an annual SEMAP Certification within 60 days after the end of its fiscal year. The information from the PHA concerns the performance of the PHA and provides assurance that there is no evidence of seriously deficient performance. HUD uses the information and other data to assess PHA management capabilities and deficiencies, and to assign an overall performance rating to the PHA. Responses are mandatory and the information collected does not lend itself to confidentiality.

Check here if the PHA expends less than \$300,000 a year in federal awards Indicators 1 - 7 will not be rated if the PHA expends less than \$300,000 a year in Federal awards and its Section 8 programs are not audited for compliance with regulations by an independent auditor. A PHA that expends less than \$300,000 in Federal awards in a year must still complete the certification

Performance Indicators

for these indicators.

- 1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))
- The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response

Yes
No

b. The PHA's quality control samples of applicants reaching the top of the waiting list and admissions show that at least 98% of the families in the samples were selected from the waiting list for admission in accordance with the PHA's policies and met the selection criteria that determined their places on the waiting list and their order of selection.

PHA Response

Yes

No

2 Reasonable Rent (24 CFR 982.4, 982.54(d)(15), 982.158(f)(7) and 982.507)

a. The PHA has and implements a reasonable written method to determine and document for each unit leased that the rent to owner is reasonable based on current rents for comparable unassisted units (i) at the time of initial leasing, (ii) before any increase in the rent to owner, and (iii) at the HAP contract anniversary if there is a 5 percent decrease in the published FMR in effect 60 days before the HAP contract anniversary. The PHA's method takes into consideration the location, size, type, quality, and age of the program unit and of similar unassisted units and any amenities, housing services, maintenance or utilities provided by the owners.

PHA Response • Yes • No
b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one): PHA Response At least 98% of units sampled Dess than 80% of units sampled
3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)
The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):
PHA Response 🌘 At least 90% of files sampled 💮 80 to 89% of files sampled
Less than 80% of files sampled
4 Utility Allowance Schedule (24 CFR 982.517) The PHA maintains an up-to-date utility schedule. The PHA reviewed utility rate data that it obtained within the last 12 months, and adjusted its utility allowance schedule if there has been a change of 10% or more in a utility rate since the last time the utility allowance schedule was revised.
PHA Response ● Yes ○ No
5 HQS Quality Control (24 CFR 982.405(b)) The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors. PHA Response Yes No
•
6 HQS Enforcement (24 CFR 982.404) The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):
PHA Response 🌘 At least 98% of cases sampled 🕦 Less than 98% of cases sampled
7 Expanding Housing Opportunities. (24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12)) Applies only to PHAs with jurisdiction in metropolitan FMR areas Check here if not applicable

a. The PHA has a written policy to encourage participation by owners of units outside areas of poverty or minority concentration which clearly delineates areas in its jurisdiction that the PHA considers areas of poverty or minority concentration, and which includes actions the PHA will take to encourage owner participation.

PHA Response

Yes

No

b. The PHA has documentation that shows that it took actions indicated in its written policy to encourage participation by owners outside areas of poverty and minority concentration.

PHA Response

Yes

No

c. The PHA has prepared maps that show various areas, both within and neighboring its jurisdiction, with housing opportunities outside areas of poverty and minority concentration; the PHA has assembled information about job opportunities, schools and services in these areas; and the PHA uses the maps and related information when briefing voucher holders.

PHA Response

Yes

No

d. The PHA's information packet for certificate and voucher holders contains either a list of owners who are willing to lease, or properties available for lease, under the voucher program, or a list of other organizations that will help families find units and the list includes properties or organizations that operate outside areas of poverty or minority concentration.

PHA Response

Yes

No

e. The PHA's information packet includes an explanation of how portability works and includes a list of neighboring PHAs with the name, address and telephone number of a portability contact person at each.

PHA Response @ Yes O No

f. The PHA has analyzed whether voucher holders have experienced difficulties in finding housing outside areas of poverty or minority concentration and, where such difficulties were found, the PHA has considered whether it is appropriate to seek approval of exception payment standard amounts in any part of its jurisdiction and has sought HUD approval when necessary.

PHA Response

Yes

No

SEMAP CERTIFICATION (Page 2)

Performance Indicators

8 Payment Standards(24 CFR 982.503)

The PHA has adopted current payment standards for the voucher program by unit size for each FMR area in the PHA jurisdiction and, if applicable, for each PHA-designated part of an FMR area, which do not exceed 110 percent of the current applicable FMR and which are not less than 90 percent of the current FMR (unless a lower percent is approved by HUD). (24 CFR 982.503)

PHA Response

Yes No

FMR Area Name Oakland-Fremont, C

FMR 1 of 4

⇒

Enter current FMRs and payment standards (PS)

0-BR FMR 1540 1-BR FMR 1855 2-BR FMR 2329 3-BR FMR 3219 4-BR FMR 3946 PS PS 1521 PS 1826 PS 2303 PS 3198 3579 Save Add Delete

If the PHA has jurisdiction in more than one FMR area, and/or if the PHA has established separate payment standards for a PHA-designated part of an FMR area, add similar FMR and payment standard comparisions for each FMR area and designated area.

HACA AGENDA ITEM NO.: 6-4.

FMR Area Name Oakland-Fremont, C FMR 2 of 4 Enter current FMRs and payment standards (PS) 0-BR FMR 1540 1-BR FMR 1855 2-BR FMR 2329 3-BR FMR 3219 4-BR FMR 3946 PS PS 1579 PS 1895 PS 2390 PS 3319 3714 Save Add Delete FMR Area Name Oakland-Fremont, C FMR 3 of 4 Enter current FMRs and payment standards (PS) 2-BR FMR 2329 4-BR FMR 3946 0-BR FMR 1540 1-BR FMR 1855 3-BR FMR 3219 PS 1550 PS PS 2347 PS 3258 PS 1861 3646 Add Delete Save FMR 4 of 4 FMR Area Name Oakland-Fremont, C Enter current FMRs and payment standards (PS) 0-BR FMR 1540 3-BR FMR 3219 1-BR FMR 1855 2-BR FMR 2329 4-BR FMR 3946 PS PS 3138 PS 3552 1492 PS 1792 PS 2260 Save Add Delete 9 Timely Annual Reexaminations(24 CFR 5.617) The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617) PHA Response Yes
 No 10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K) The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982.Subpart K) PHA Response Yes No 11 Pre-Contract HQS Inspections(24 CFR 982.305) Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305) PHA Response Yes No 12 Continuing HQS Inspections(24 CFR 982.405(a)) The PHA inspects each unit under contract as required (24 CFR 982.405(a)) PHA Response Yes No 13 Lease-Up The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible

families for the number of units that has been under budget for at least one year

PHA Response Yes No

14 Family Self-Sufficiency (24 CFR 984.105 and 984.305)

14a.Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required.

Applies only to PHAs required to administer an FSS program.

Check here if not applicable ...

a. Number of mandatory FSS slots (Count units funded under the FY 1992 FSS incentive awards and in FY 1993 and later through 10/20/1998. Exclude units funded in connection with Section 8 and Section 23 project-based contract terminations; public housing demolition, disposition and replacement; HUD multifamily property sales; prepaid or terminated mortgages under section 236 or section 221(d)(3); and Section 8 renewal funding. Subtract the number of families that successfully completed their contracts on or after 10/21/1998.)

38

Or, Number of mandatory FSS slots under HUD-approved exception (If not applicable, leave blank)

b. Number of FSS families currently enrolled

155

c. Portability: If you are the initial PHA, enter the number of families currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

0

Percent of FSS slots filled (b+c divided by a) (This is a nonenterable field. The system will calculate the percent when the user saves the page)

408

14b. Percent of FSS Participants with Escrow Account Balances. The PHA has made progress in supporting family self-sufficiency as measured by the percent of currently enrolled FSS families with escrow account balances. (24 CFR 984.305)

Applies only to PHAs required to administer an FSS program Check here if not applicable

PHA Response

Yes No

Portability: If you are the initial PHA, enter the number of families with FSS escrow accounts currently enrolled in your FSS program, but who have moved under portability and whose Section 8 assistance is administered by another PHA

n

15 Deconcentration Bonus

The PHA is submitting with this certification data which show that :

- (1) Half or more of all Section 8 families with children assisted by the PHA in its principal operating area resided in low poverty census tracts at the end of the last PHA FY;
- (2) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area during the last PHA FY is atleast two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the last PHA FY; or

HACA AGENDA ITEM NO.: 6-4.

(3) The percent of Section 8 mover families with children who moved to low poverty census tracts in the PHA's principal operating area over the last two PHA FY is at least two percentage points higher than the percent of all Section 8 families with children who resided in low poverty census tracts at the end of the second to last PHA FY.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: August 8, 2018

Subject: Establishment and Administration of Petty Cash Fund Policy

Exhibits Attached: - Resolution No. 11-18

- Establishment and Administration of Petty Cash Fund Policy

Recommendation: Adopt Resolution

Financial Statement: N/A

BACKGROUND

The purpose of a Petty Cash Fund is to have a small amount of cash available to allow for the purchase or reimbursement of minor, unanticipated expenses, rather than writing a check. The intent is to simplify the reimbursement of small expenses that generally do not exceed \$50.

HACA has a Petty Cash Fund as referenced in our Procurement Policy, approved by the Commission in 2008. We have recently learned that HUD prefers a separate petty cash policy so we are bringing this agenda item to your Commission for approval.

DISCUSSION and ANALYSIS

A petty cash account should be established in an amount sufficient to cover small purchases or reimbursements during a reasonable period (e.g., one month).

Per Chapter 5 of HUD Handbook No. 7460.8, a Petty Cash Policy must:

- 1. be in compliance with 24 CFR §85.36 (HUD Procurement), including the small purchase method,
- establish the overall amount of the fund,
- 3. establish the maximum amount for each purchase, and
- 4. establish either the appointment of one or more individuals as Petty Cash custodians or the procedure to appoint such individuals.

Staff recommends that your Commission adopt the attached Resolution approving the Establishment and Administration of Petty Cash Fund Policy.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO.: 11-18

RESOLUTION ADOPTING THE PETTY CASH FUND POLICY

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires housing authorities to adopt a Petty Cash Fund Policy to govern the spending of petty cash funds; and

WHEREAS, staff has developed the attached *Establishment and Administration of Petty Cash Fund Policy* to comply with HUD requirements;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission does hereby approve the attached *Establishment and Administration of Petty Cash Fund Policy* as the policy which shall supersede any prior policies.

PASSED, APPROVED AN	ID ADOPTED by the H	ousing Commission	n of the Housing Authority of th
County of Alameda on this	day of	2018 by t	he following vote:
AYES:			
NOES:			
ABSTAIN:			
EXCUSED:			
ABSENT:			
Attest:		Mark Gerry Housing Com	nmission Chairperson
Christine Gouig Executive Director/Housing C	Commission Secretary	 Adopted:	August 8, 2018

Housing Authority of the County of Alameda Establishment and Administration of Petty Cash Fund Policy

PURPOSE

The purpose of this Policy is to establish procedures for the establishment and administration of a Petty Cash Fund.

SCOPE

This Policy defines how to establish a Petty Cash Fund, types of authorized Petty Cash expenditures, and how the Petty Cash Fund is replenished.

DEFINITIONS

The Petty Cash Fund maintained by the Housing Authority of the County of Alameda (HACA) may be used to fund small dollar purchases or reimbursements. The Petty Cash Fund is established as a fixed amount that is restored at frequent intervals depending on the frequency and amount of eligible purchases.

POLICY

- Purchases of \$50 or less may be handled through the use of a Petty Cash Account.
- The Petty Cash Account may be established in an amount sufficient to cover small purchases or reimbursements made during a reasonable period, e.g., one month. Currently, the Account is set at \$350.
- Purchases that are for personal use are strictly prohibited. IOUs are not permitted.
- The Petty Cash Custodian is the Executive Assistant to the Executive Director. The Executive Director may appoint other persons to serve in this role if needed.

PROCEDURES AND RESPONSIBILITIES

HACA shall ensure that security is maintained and only authorized individuals have access to the Petty Cash. The account shall be reconciled and replenished periodically and is subject to audit. The person responsible for the Petty Cash, known as the Petty Cash Custodian, must ensure that purchases and reimbursements made are eligible and authorized. To replenish the cash that has been paid out, the Petty Cash Custodian shall submit to the Accounting Department a Petty Cash log with attached receipts and the Accounting Department shall issue a check in the appropriate amount.

Failure to adhere to the Petty Cash Fund Policy may result in disciplinary action.

AGENDA STATEMENT

Meeting: August 8, 2018

Subject: Amend and Renew PACH-HACA Management Agreement

Exhibits Attached: Attachment A: Amended Agreement

Recommendation: Approve proposed amendments to the PACH-HACA Management

Agreement

Financial Statement: None

BACKGROUND

On February 9, 2011, your Commission approved the formation of Preserving Alameda County Housing, Inc. (PACH), a non-profit corporation, for the purpose of acquiring from the Housing Authority of the County of Alameda (HACA), and operating, former low-income public housing and other low-income housing. The units that HACA has transferred to PACH are managed by HACA under the terms of a property management agreement that your Commission approved on September 14, 2011 and later amended on June 12, 2013.

DISCUSSION AND ANALYSIS

When your Commission approved the PACH-HACA Management Agreement in September 2011, only 58 former public housing units had been disposed of by HACA and transferred to PACH. In 2013, an additional 100 units were transferred to PACH, the former Nidus and Dyer developments. The agreement before you today adds the 72 Mission View and Emery Glen units, for a total of 230 units.

The proposed amendments also renew the agreement for another five years and modify several provisions to reflect actual HACA operations and procedures.

RECOMMENDATION

Staff recommends that your Commission approve the attached amended PACH-HACA Management Agreement.

AGENDA STATEMENT

Meeting: August 8, 2018

Subject: Revised Travel Policy

Exhibits Attached: Attachment B: Redline and Clean Versions of Revised Travel Policy

Recommendations: Approve the recommended revisions to HACA's Travel Policy

Financial Statement: None

BACKGROUND

The Housing Authority of the County of Alameda (HACA) periodically reviews its policies for updating. HACA's Travel Policy was last updated in 2008.

DISCUSSION AND ANALYSIS

Most of the recommended changes are designed to eliminate superfluous language, clarify the intent of the policy's wording and update language, such as to include Fastrak as an eligible travel expense for reimbursement when traveling on authorized HACA business. One substantive change is adding a new provision regarding the per diem travel allowance. The per diem travel allowance generally includes an allowance for meals. Existing policy language did not address the situation where conferences or events include meals as part of the conference registration fee. Staff is recommending that a provision be added that when meals are provided as part of the conference, the per diem allowance paid will be pro-rated to exclude the meal(s) that is provided.

A copy of the proposed revised policy is attached. The recommended changes are highlighted in red tracking. For easier reading, there is also a version attached with all the changes accepted.

RECOMMENDATION

Staff recommends that your Commission approve the revised Travel Policy.

AGENDA STATEMENT

August 8, 2018

Subject: 2018 HACA Scholarship Program Awards

Exhibits Attached: None

Recommendation: Approve the 2018 HACA Scholarship Awards and the revisions to the HACA

Scholarship award categories

Financial Statement: \$17,500 included in 2018-2019 budget

DISCUSSION AND ANALYSIS

This year, 20 scholarship applications, shown below by city of residence, were submitted to your Commission's Scholarship Committee (Commissioners Buckholz, Gacoscos and Patz) for their review.

CITY OF RESIDENCE	# OF APPLICATIONS
Dublin	2
Emeryville	1
Fremont	1
Hayward	3
San Leandro	7
San Lorenzo	1
Union City	5

A telephone meeting with the Scholarship Committee was held on August 1. After discussing their selections, the Scholarship Committee recommended 17 HACA Scholarship awards totaling \$15,000. The Committee also selected one applicant to receive the Donald C. Biddle Memorial Scholarship award in the amount of \$2,500. This special scholarship was created to honor the memory of Commissioner Don Biddle who passed away in Feburary 2018 and the Scholarship Committee selected the applicant who they believed most exemplified the best in community service and service to others.

In addition to discussing the award recommendations, the Committee proposed a revision to the HACA Scholarship Program award categories in order to provide clarification on the award amounts for graduate degree programs. The proposed revisions are as follows:

CURRENT CATEGORY

TYPE OF SCHOOL PROGRAM	UP TO:
Graduate Degree Programs	\$1750.00

PROPOSED REVISION

TYPE OF SCHOOL OR PROGRAM	UP TO:
Graduate Degree Programs –	\$1750.00
University of California (UC schools)	l
Private Universities (non-profit)	l
Graduate Degree Programs –	\$750.00
For-profit Colleges & Universities	

The Scholarship Committee recommends the following 2018 HACA Scholarship awards:

FIRST NAME	LAST NAME	SCHOOL/PROGRAM	FIELD OF STUDY	AWARD RECOMMENDATION
John Paul	Abaya	UC San Diego	Undeclared	\$1,750.00
Naja	Abdul-Jaami	Chabot College	Early Childhood Ed	\$750.00
Hosai	Aria-Faizi	Cal State East Bay	Sociology/Human Development	\$1,250.00
Jazmin	Batts-Brooks	Las Positas College	Veterinary Sciences	\$750.00
Jasmine	Breedlove	RCFE Certification	Administrator	\$575.00
Carl	Brown	Chabot College	Business Degree	\$750.00
Treyvonn	Chadwick	Sierra College	Health Sciences	\$750.00
Kassandra	Johnson	Moler Barber	Barbering	\$750.00
Kenneth	Johnson	Chabot College	Communications	\$750.00
Mohamed	Musa	UC San Diego	Civil Engineering	\$1,750.00
Marcus	Odom	National Driving School	Class A License	\$700.00
Jacqueline	Rodriguez	College of San Mateo	English	\$750.00
Tyenisha	Smith	Alameda College	Apparel & Merchandising	\$600.00
Stacey	Troupe	Cal State East Bay	Liberal Arts	\$375.00
Nkechi	Uzoew	Alliant International	Masters - Special Education	\$750.00
Ebony	Walker	Cal State East Bay	Business Admin.	\$1,250.00
Jamila	Williams	Cal State East Bay	Healthcare	\$750.00
			TOTAL:	\$15,000.00

2018 Donald C. Biddle Memorial Scholarship Award - \$2,500

FIRST NAME	LAST NAME	SCHOOL/PROGRAM	FIELD OF STUDY
Jamila	Williams	Cal State East Bay	Healthcare

Staff recommends that your Commission approve the recommendations of the 2018 HACA Scholarship Committee. If your Commission approves these scholarship award recommendations, recipients will be invited to your September Housing Commission meeting to receive their awards.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: August 8, 2018

Subject: Alameda County Employees' Retirement Association (ACERA)

Medical Plan Subsidy for Eligible Retirees

Exhibits Attached: ACERA Monthly Medical Allowance (MMA) Fact Sheet

Recommendation: Accept Report

Financial Statement: N/A

BACKGROUND

At your June 13, 2018 meeting, you asked about the monthly medical allowance that ACERA pays to retirees. Attached is an ACERA fact sheet that explains the medical plan subsidy for eligible retirees.

Monthly Medical Allowance (MMA)

A Medical Plan Subsidy for Eligible Retirees

Retirees with 10 or more years of ACERA service credit or serviceconnected disability and who are enrolled in an ACERA-sponsored medical plan receive a Monthly Medical Allowance (MMA) to partially offset their monthly medical costs. The offset is based on years of ACERA service credit and a contribution amount determined annually by the ACERA Board of Retirement.

This benefit is only available for payment toward an ACERA-sponsored medical plan including individual plans through OneExchange. The cost of private insurance is not covered.

There is no MMA offset provided to:

- Retirees with less than 10 years of ACERA service (except serviceconnected disability retirees)
- Non-member payees (i.e., surviving or former spouses/domestic partners and/or beneficiaries)
- Dependents ACERA retirees are responsible for 100% of the costs associated with covering these individuals.

The MMA is a non-vested (non-guaranteed) benefit, and is subject to available funds. Benefit levels are determined annually by the Board of Retirement.

Monthly Medical Allowance – Category 1

- · Kaiser Permanente HMO in California
- Kaiser Permanente Senior Advantage in California
- · UnitedHealthcare HMO and PPO

The maximum MMA amount is limited to your self-only medical premium or the highest allowable benefit under the MMA, whichever is lower. Plan premium costs exceeding the MMA contribution are deducted from your monthly retirement allowance. Premiums for your dependents are also deducted from your monthly retirement allowance. Your monthly retirement allowance must be sufficient enough to cover the cost of your premium to enroll in a medical plan; likewise your monthly allowance must be sufficient enough to cover the cost of your dependent's premiums or you are not able to add/enroll them.

Monthly Medical Allowance - Category 2

- Kaiser Permanente Non-Medicare Individual Plans Outside California
- Individual Non-Medicare Plans Through OneExchange

Your MMA can be used to pay your self-only monthly medical plan premiums as well as medical or prescription copays and deductibles (our plan excludes other IRS Code Section 213(d) reimbursement expenses). You will need to submit those claims to OneExchange (including Kaiser members) for reimbursement. Unused MMA amounts at the year's end do not carry over into the new plan year.

The MMA is prorated according to your years of ACERA service, and amounts are noted in the table below:

2017 & 2018 MMA Amounts for Category 1 & 2								
Years of ACERA Service	Portion of MMA	MMA Amount						
0-9 years	No MMA	\$0						
10-14 years	1/2	\$270.22						
15-19 years 3/4 \$405.33								
20+ years Full \$540.44								

An Alternative to the MMA for OneExchange Plans: A Federal Subsidy

When you call OneExchange to explore enrolling in a non-Medicareeligible plan, your Benefit Advisor can help you choose between utilizing ACERA's MMA to offset your medical plan costs (if you're eligible), or selecting a public healthcare plan and utilizing the federal government's healthcare subsidy (tax credit) to offset the costs of your plan. The level of subsidy you could be eligible for is based on your level of income. You can't receive both an MMA from ACERA and a federal subsidy

Monthly Medical Allowance - Category 3

- Kaiser Permanente Senior Advantage individual plans outside California (Medicare)
- · OneExchange Medicare Plans

Monthly premiums in Category 3 plans are lower than Category 1 premiums, so the MMA amounts are accordingly lower. Your MMA can be used to pay your self-only monthly medical plan premiums as well as medical or prescription copays and deductibles (our plan excludes other IRS Code Section 213(d) reimbursement expenses). You will need to submit those claims to OneExchange for reimbursement (including Kaiser members). Unused MMA amounts at the year's end do not carry over into the new plan year.

2017 & 2018 MMA for Category 3								
Years of ACERA Service Portion of MMA Medicare Exchange MMA Amount								
0-9 years	No MMA	\$0						
10-14 years	1/2	\$207.00						
15-19 years 3/4 \$310.50								
20+ years Full \$414.00								

BUDGET STATUS REPORT

Housing Authority of Alameda County HOUSING CHOICE VOUCHER

Administrative Budget Status Report FYE June 30, 2018

May 2018

EV 2018 LICV	Durdmaked C	A struct	O)/ED	DDOIECTED]	CCII	2017	2010	
FY 2018 - HCV	Budgeted @	Actual @	OVER	PROJECTED		SCH.	2017	2018	DIECEDENCE
OPERATING BUDGET	5/31/2018	5/31/2018	(UNDER)	TO 6/30/18		NO.	BUDGET	BUDGET	DIFFERENCE
INICONAE									
INCOME									
Investment Income	459	0	(459)	0		A1	500	500	0
Misc. Income	298,833	283,280	(15,554)	276,032		A1	326,000	326,000	0
Grant Income	0	0	0	0					0
Administrative Fee Income	6,081,700	6,397,888	316,188	6,904,589		Α	6,976,234	6,634,582	(341,652)
TOTAL INCOME	6,380,992	6,681,167	300,175	7,180,622			7,302,735	6,961,082	(341,652)
EXPENSES									
Administration									
Salaries	(3,446,633)	(3,605,962)	(159,329)	(4,076,305)		B-1& 2	(4,110,734)	(3,759,964)	350,770
Other Admin.	(1,460,883)	(1,191,927)	268,956	(1,300,284)		C-1&2	(1,563,758)	(1,593,691)	(29,933)
Total	(4,907,517)	(4,797,889)	109,627	(5,376,589)			(5,674,492)	(5,353,654)	320,838
General									
Insurance	(205,972)	(143,656)	62,317	(156,715)		E	(226,429)	(224,697)	1,732
Employee Benefits	(1,964,581)	(1,979,071)	(14,490)	(2,158,987)			(2,240,350)	(2,143,179)	97,171
Miscellaneous	0	0	0	0			0	0	0
Total	(2,170,553)	(2,122,727)	47,826	(2,315,702)			(2,466,779)	(2,367,877)	98,902
-									
Total Routine Expenses	(7,078,070)	(6,920,616)	157,454	(7,692,291)			(8,141,271)	(7,721,531)	419,740
		_	_	_			_		_
Capital Expenditures	0	0	0	0		D2	0	0	0
TOTAL EXPENSES	(7,078,070)	(6,920,616)	157,454	(7,692,291)			(8,141,271)	(7,721,531)	419,740
TOTAL EXPENSES	(7,078,070)	(0,920,010)	137,434	(7,032,231)			(0,141,271)	(7,721,331)	419,740
Income (Deficit)							(838,536)	(760,449)	
							(555,550)	(100,110)	
NET INCOME (DEFICIT)	(697,078)	(239,449)	457,629	(511,670)			(838,536)	(760,449)	78,088
, , ,	, ,/	. , -,	,	, , ,	. !	1	. , ,	, , , ,	,

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

	Op. Res w/o	GASB 68 -	
Unrestricted Net Position	GASB 68-	Pension	
(UNP)	pension	Liability	Total UNP
Beginning Bal 7/1/16	1,396,348	(6,619,893)	(5,223,545)
Net loss @ 6/30/17	(251,900)	(949,762)	(1,201,662)
UNP @ 7/1/17	1,144,448	(7,569,654)	(6,425,207)
Estimated Loss @ 6/30/18	(511,670)	(1,000,000)	(1,511,670)
Est. UNP @ 6/30/18	632,778	(8,569,654)	(7,936,877)

\$ (6,425,207) (511,670) (1,000,000) \$ (7,936,876)

PROGRAM ACTIVITY REPORT

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: August 8, 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 August 1, 2018, the Section 8 Housing Choice Voucher program had 6,105 units under contract.

- **HCV Program Utilization:** As of August 1, 2018, the average HAP subsidy was \$1,617 and the average tenant-paid rent portion was \$500 for an average Contract Rent of \$2,117.
 - As of August 1, 2018, HACA had 124 <u>outgoing</u> billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
 - ❖ As of August 1, 2018, HACA billed other housing authorities for 440 <u>incoming</u> portability contracts.
 - As of August 1, 2018, 220 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 August 1, 2018, there were 50 active properties listed.

FAMILY SELF SUFFICIENCY (FSS)

In June, the FSS Department held a workshop to assist participants with identifying assets, characteristics, strengths, and skills as individuals. Twelve attended the workshop.

In July, the FSS department held its annual Health and Resource Fair. The fair provided quality information about available resources in the community from 28 partners while also providing free backpacks filled with school supplies for the children in attendance. The children also participated by drawing posters for NAHRO's "What Home Means to Me" poster contest. Volunteers and donators included HACA staff, FSS participants, students from Arroyo High School, Kohl's employees, community partners, the Oakland Methodist Foundation and Commissioner Mark Gerry.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA Section 8 Contract and HAP Report for the Month of <u>June 2018</u>

	Cert	ificates	Vo	uchers		IE 2018 OTAL		
City	Number	HAP*	Number	HAP**	Number	HAP	JUNE 2017	JUNE 2016
,		based on		based on				
		avg \$1,605		avg \$1,603				
		7 - 7 - 7 - 7		7 - 7 - 0 - 0				
Albany	0	\$0	18	\$28,854	18	\$28,854	23	26
Castro Valley	12	\$19,260	204	\$327,012	216	\$346,272	212	208
Dublin	3	\$4,815	394	\$631,582	397	\$636,397	355	355
Emeryville	6	\$9,630	148	\$237,244	154	\$246,874	153	156
Fremont	21	\$33,705	1,044	\$1,673,532	1,065	\$1,707,237	1,071	1,055
Hayward	47	\$75,435	1,936	\$3,103,408	1,983	\$3,178,843	2,009	1,983
Newark	5	\$8,025	209	\$335,027	214	\$343,052	210	217
Pleasanton	3	\$4,815	206	\$330,218	209	\$335,033	175	112
San Leandro	12	\$19,260	1,338	\$2,144,814	1,350	\$2,164,074	1,399	1,441
San Lorenzo	1	\$1,605	201	\$322,203	202	\$323,808	204	191
Union City	4	\$6,420	716	\$1,147,748	720	\$1,154,168	736	739
TOTALS	114	182,970	6,414	10,281,642	6,528	10,464,612	6,547	6,483

^{*} Based on an average June Housing Assistance Payment (HAP) of \$1,605 per certificate contract

^{**}Based on an average June Housing Assistance Payment (HAP) of \$1,603 per voucher contract

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA Section 8 Contract and HAP Report for the Month of <u>July 2018</u>

	Cert	ificates	Vo	uchers		Y 2018 OTAL		
City	Number	HAP*	Number	HAP**	Number	НАР	JULY 2017	JULY 2016
		based on avg		based on avg				
		\$1,631		\$1,617				
Albany	0	\$0	18	\$29,106	18	\$29,106	23	27
Castro Valley	14	\$22,834	201	\$325,017	215	\$347,851	209	198
Dublin	3	\$4,893	395	\$638,715	398	\$643,608	358	354
Emeryville	6	\$9,786	147	\$237,699	153	\$247,485	152	125
Fremont	22	\$35,882	1,045	\$1,689,765	1,067	\$1,725,647	1,068	1,024
Hayward	44	\$71,764	1,940	\$3,136,980	1,984	\$3,208,744	2,002	1,887
Newark	6	\$9,786	211	\$341,187	217	\$350,973	211	206
Pleasanton	3	\$4,893	207	\$334,719	210	\$339,612	180	109
San Leandro	12	\$19,572	1,343	\$2,171,631	1,355	\$2,191,203	1,396	1,424
San Lorenzo	1	\$1,631	201	\$325,017	202	\$326,648	201	191
Union City	4	\$6,524	712	\$1,151,304	716	\$1,157,828	730	751
TOTALS	115	187,565	6,420	10,381,140	6,535	10,568,705	6,530	6,296

^{*} Based on an average July Housing Assistance Payment (HAP) of \$1,631 per certificate contract

^{**}Based on an average July Housing Assistance Payment (HAP) of \$1,617 per voucher contract

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Average Contract Rent Report for the Month of <u>June 2018</u>

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	18	\$1,637	\$1,356	\$280	17%
Castro Valley	216	\$2,078	\$1,625	\$453	22%
Dublin	397	\$1,925	\$1,499	\$426	22%
Emeryville	154	\$1,638	\$1,145	\$494	30%
Fremont	1065	\$2,281	\$1,770	\$510	22%
Hayward	1983	\$2,021	\$1,545	\$476	24%
Newark	214	\$2,470	\$1,838	\$632	26%
Pleasanton	209	\$1,754	\$1,334	\$420	24%
San Leandro	1350	\$2,028	\$1,525	\$503	25%
San Lorenzo	202	\$2,278	\$1,719	\$559	25%
Union City	720	\$2,299	\$1,766	\$533	23%

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

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Average Contract Rent Report for the Month of <u>July 2018</u>

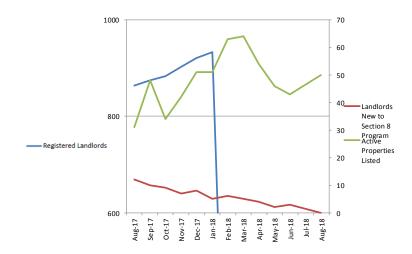
City	Number of HAP Contracts	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	18	\$1,354	\$1,354	\$294	22%
Castro Valley	201	\$2,133	\$1,670	\$462	22%
Dublin	395	\$1,932	\$1,514	\$418	22%
Emeryville	147	\$1,679	\$1,174	\$505	30%
Fremont	1045	\$2,295	\$1,790	\$505	22%
Hayward	1940	\$2,037	\$1,560	\$477	23%
Newark	211	\$2,505	\$1,869	\$637	25%
Pleasanton	207	\$1,759	\$1,351	\$408	23%
San Leandro	1343	\$2,048	\$1,547	\$501	24%
San Lorenzo	201	\$2,294	\$1,720	\$574	25%
Union City	712	\$2,306	\$1,772	\$534	23%

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

Landlord Rental Listing Report

Monthly

	8/1/2017	9/1/2017	10/2/2017	11/1/2017	12/4/2017	1/2/2018	2/5/2018	3/1/2018	4/2/2018	5/1/2018	6/4/2018	8/1/2018
Registered Landlords	864	874	883	903	921	933	0	0	0	0	0	0
Landlords New to												
Section 8 Program	12	10	9	7	8	5	6	5	4	2	3	0
Active Properties												
Listed	31	48	34	42	51	51	63	64	54	46	43	50



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

Date: July 2, 2018

Program Summary	June 2018
Total Clients Under Contract:	185
MDRC:	100
Graduates:	2
Escrow Disbursed:	\$49,524.40
Ports In:	0
Ports Out:	0
Terminations:	0
New Contracts:	4

Workshop-Life Coach

On Saturday, June 23, 2018, Gloria Brown, Life Coach, presented a workshop entitled, *Five Strategies for Building Your Personal Brand*. The goal of the session was to assist participants with identifying assets, characteristics, strengths, and skills as individuals. Twelve FSS participants attended.

2018 Health and Resource Fair

The FSS team is finalizing the details of our annual Health and Resource Fair. The fair is scheduled for Saturday, July 21, 2018, from 10:30 a.m.-1:00 p.m. at HACA. Community vendors with information tables, mini workshops, poster drawings and a free backpack with school supplies are some of the activities planned for the parents and children. A few of the vendors include:

- Eden Area One Stop
- A-1 Community Housing Services
- Eden I & R
- Child Family & Community Services
- Hayward Fire Department
- Operation HOPE homeownership information
- Job Corps

We will, once again, have volunteer students from Arroyo High School in San Lorenzo and employees from the Kohl's Cares program.

Case Management Referrals = 15

Job Referrals = 59





To: Christine Gouig, Executive Director

From: Daniel Taylor, Special Programs Manager

Re: FSS Program Summary

CC: Linda Evans, Phyllis Harrison, Mary Sturges

Date: August 1, 2018

Program Summary	July 2018
Total Clients Under Contract:	186
MDRC:	100
Graduates:	1
Escrow Disbursed:	\$1,951
Ports In:	0
Ports Out:	0
Terminations:	2
New Contracts:	2

FSS PROGRAM NEWS:

2018 Health and Resource Fair

On Saturday, July 21, 2018, the FSS team held its annual Health and Resource Fair. It was a day of fun, with quality information about available resources in the community. Sixty-eight (68) families attended and connected with resources from twenty-eight (28) partners representing the county's social services programs, community health clinics and employers. The kids drew posters for NAHRO's "What Home Means to Me" poster contest and received a free backpack filled with school supplies. There were light refreshments and door prizes for the FSS participants.

The FSS team greatly appreciates the terrific volunteer support it received from HACA staff, FSS participants, students from Arroyo High School in San Lorenzo and Kohl's employees. We are also very grateful for the grant we received from the Oakland Methodist Foundation. The FSS team would also like to thank Commissioner Mark Gerry for attending the event and donating seven gift baskets and books for our participants. As always, we received positive feedback about the event from both the FSS participants and vendors.

Case Management Referrals = 7

Job Referrals = 70

ATTACHMENT A

Property Management Agreement Between Preserving Alameda County Housing, Inc. and the Housing Authority of the County of Alameda

-	This Property	Management	Agreemen	it ("Agreem	ent") is mad	le this _	<u>1st</u>	day
of	August	_, 2018, by and	d between	Preserving	Alameda C	ounty H	lousing,	Inc.
(PACH)), a California	nonprofit pub	lic benefit	corporation	("Owner"),	and the	Housing	g
Authori	ty of the Cou	nty of Alameda	a (HACA),	a public bo	dy, corporat	e and p	olitic	_
("Agent	t"). This Agre	eement shall be	e effective	when it is	executed by	all parti	es.	

- 1. APPOINTMENT AND ACCEPTANCE. The Owner appoints the Agent as exclusive agent for the management of the property described in Section 2 of this Agreement, and the Agent accepts the appointment, subject to the terms and conditions set forth in this Agreement. Agent hereby agrees to manage the Property in an efficient and satisfactory manner to the best of its ability.
- **2. DESCRIPTION OF PROPERTY**. The property to be managed by the Agent under this Agreement (the "Property") is housing developments consisting of the land, building(s), and other improvements, which make up the Property:

Name: PACH-owned properties

Location: Alameda County

California

Number of Units: 230, as listed in Exhibit A, which may automatically be

amended from time to time to include newly-acquired

units not currently listed in Exhibit A

- **3. DEFINITIONS**. As used in this Agreement:
 - (a) "Principal Parties" means the Owner and the Agent.
- (b) "Management Representative" means a HACA employee, e.g., Programs Manager, Housing Management Leadworker or maintenance personnel.
- (c) "Property" means all aspects of administering, managing and maintaining the properties effectively and in compliance with all required provisions and budgets.
- **4. RENTALS**. The Agent will offer for rent and will rent the dwelling units with their parking spaces, and other rental facilities in the Property. Incident thereto, the following provisions will apply:
 - (a) Agent will show the premises to prospective applicants.

- (b) Agent will process applications for tenancy in conformance with Section 8 Project Based Voucher regulations, and will notify applicants of their eligibility status. If an application is rejected, Agent will tell the applicant the reason for rejection. A wait list of prospective tenants will be maintained.
- (c) Agent will prepare and execute all dwelling leases and will execute the same in its name, identified thereon as Agent for the Owner. The terms of all leases will comply with the pertinent provisions of California landlord/tenant law and leases will be in a form agreed to by the Owner and the Agent.
- 5. COLLECTION OF RECEIPTS AND CHARGES. Agent will collect when due all rents, charges and other amounts receivable on the Owner's account in connection with the management and operation of the Property. Such receipts shall be deposited in the General Operating Account, in the name of the Owner.
- 6. ENFORCEMENT OF LEASE. Agent will secure full compliance by each tenant with the terms of the tenant's lease. Agent may lawfully terminate any tenancy when, in the Agent's judgment, sufficient cause (including but not limited to nonpayment of rent) for such termination occurs under the terms of the tenant's lease. For this purpose, the Agent is authorized to consult with legal counsel to bring actions for eviction and to execute notices to vacate and judicial pleadings incident to such actions. Attorney's fees and other necessary costs incurred in connection with such actions will be paid out of the General Operating Account as Property expenses.
- 7. SERVICE CONTRACTS. Agent may negotiate concession agreements and services contracts, and will execute the same in its name, identified thereon as Agent for the Owner, including, but not limited to length of term and fees for such services.
- **8. INSPECTION OF UNITS**. Agent shall inspect all units in the Property at least annually. Advance notice shall be given to residents as provided in their lease agreements and subject to law.
- **9. MAINTENANCE AND REPAIR**. Agent will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Property, including the electrical, heating, plumbing, air conditioning and ventilating systems, and all other electrical and mechanical equipment and systems.

Agent will cause the Property to be maintained and repaired in accordance with local codes and ordinances and in a condition acceptable to the Owner, including but not limited to cleaning, painting, decorating, repair work as may be necessary, subject to any limitations imposed by the Owner in addition to those contained herein. Incident thereto, the following provisions will apply:

- (a) Agent will systematically and promptly receive and investigate all service requests from tenants and complete such with expediency and will keep records of same. Emergency requests will be abated or corrected within twenty-four (24) hours. Agent shall inform tenants of procedures to obtain maintenance services if an emergency occurs after normal office hours. Agent shall maintain records of all service requests and maintenance repairs provided.
- (b) Agent is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.
- **10. BIDS, DISCOUNTS, REBATES, ETC**. Agent will obtain contract materials, supplies and services on terms advantageous to the Property and secure and credit to the Property discounts, rebates or commissions obtainable with respect to purchases, services, contracts and other transactions on behalf of the Property as practicable.
- 11. ACCOUNTS. Agent shall establish a separate interest bearing deposit account for Property funds. The account shall be fully insured by the Federal Deposit Insurance Corporation and shall be in the Owner's name. These funds shall not be commingled with Agent's funds. In collecting, handling, and disbursing these funds, Agent shall comply with this Agreement and applicable law.

All revenue collected pursuant to Section 5 of this Agreement, including security deposits, shall be credited to the General Operating Account.

12. DISBURSEMENTS. Agent may disburse funds from the accounts described in Section 11 of this Agreement to operate the Property, including but not limited to the following purposes:

(a) General Operating Account

- (1) Make the payments required to be made monthly by Owner.
- (2) Pay Agent's actual direct and indirect cost for managing the Property.
 - (3) Pay for insurance as required.
- (4) Pay for other costs for the operation of the Property which have been approved in the Annual Budget.
- (5) Pay for the independent audit costs and tax preparation and filing costs as required.
- (6) Pay for any other expenditures necessary for the maintenance and repair of the Property.

- (7) Pay for the costs of utilities.
- (8) Pay reasonable attorney's fees and other necessary costs incurred in connection with actions to terminate tenancies in accordance with Section 6 of this Agreement or for other legal matters.
 - (9) Pay other items as directed by Owner.
- 13. ANNUAL BUDGET. Agent shall submit a draft annual budget to Owner for Owner's review before the start of the next fiscal year, with budget estimates for the next fiscal year (or partial expenses) including: (i) repairs, maintenance and cleaning; (ii) utilities; (iii) management services; (iv) expenditures, if any, for repairs, alterations, rebuilding, replacements, additions, and/or improvements in and to the Property; (v) security services; (vi) compensation and related fringe benefits and expenses for personnel; and (vii) other costs and expenses to be incurred in operating the Property; all of which budget estimates shall be collectively referred to as the "Annual Budget." Owner's fiscal year as used in this Agreement shall be July 1 through June 30.

During the fiscal year (or partial fiscal year) covered by each particular Annual Budget, Agent, in the performance of its duties as provided in this Agreement, shall operate within that Annual Budget as approved by Owner. Notwithstanding any provisions of this Agreement to the contrary, the prior approval of the Owner will be required for any expenditure that exceeds one-hundred fifty thousand dollars (\$150,000) in any one instance for labor, materials or otherwise in connection with maintenance or repair, except for emergency repairs involving manifest danger to persons or property or required to avoid suspension of any necessary service to the Property. In the latter event, Agent will inform Owner of the emergency and the necessary expenditures as promptly as possible.

- **14. RECORDS AND REPORTS**. In addition to the requirements specified in other provisions of this Agreement, Agent will have the following responsibilities with respect to records and reports:
- (a) Agent will establish and maintain a comprehensive system of records, books, and accounts and any other documentation as required by Owner in a manner conforming to the directives of the Owner. All records, books, and accounts and other documentation will be subject to examination and copying at reasonable hours by any authorized representative of the Owner.
- (b) Agent shall at all times keep financial records, books, accounts and other financial material relating to the operation of the Property in a safe condition and accessible to the Owner.
- (c) Agent will prepare an annual report comparing actual and budgeted figures for receipts and disbursements, and will submit each such report to Owner.

- (d) Agent will furnish such information (including occupancy reports) as may be requested by Owner from time to time with respect to the financial, physical, or operational condition of the Property.
- (e) Agent shall, at the direction of Owner, cause the records of the Property to be audited annually by the independent certified public accountant.
- **15. EMPLOYEES**. This Agreement is not one of employment of Agent by Owner, but one in which Agent is engaged as an independent contractor in the business of managing properties. Agent does not have the authority to establish an agency relationship on behalf of Owner. All personnel will be paid, supervised, and discharged through the Agent, subject to the following conditions:
- (a) The Housing Management Leadworker will have duties of the type usually associated with property manager. He/she will be directly responsible to Agent and will coordinate his/her activities in the interest of good overall management.
- (b) Compensation (including fringe benefits and any indirect costs allocated to the Property) payable to the on-site staff, such as the Property Aide, and off-site staff such as maintenance personnel, plus all local, state, and federal taxes and assessments incident to the employment of such personnel, will be borne by the Property. The rental value of any unit furnished rent-free to any on-site staff will be treated as a cost to the Property.
- (c) Agent agrees to comply in all material respects with all applicable laws and regulations concerning workers' compensation, Social Security, unemployment insurance, hours of labor, wages, working conditions, and like subjects affecting employers.
- **16. ON-SITE MANAGEMENT FACILITIES**. On-site employees may reside in dwelling units within the Property.
- 17. AGENT'S COMPENSATION. Agent may be compensated for its services under this Agreement by monthly fees to be paid out of the General Operating Account and treated as Property expenses. Such fees will be agreed upon as part of the Annual Budget approval process. These fees may include but are not limited to a per-unit permonth management fee, bookkeeping fee, and a lease-up or marketing fee.
- **18. TERM OF AGREEMENT**. This Agreement shall be in effect for a period of five (5) years, subject, however, to the following conditions:
- (a) This Agreement may be terminated by Owner upon ninety (90) days written notice to Agent;

(b) This Agreement may be terminated by Agent upon ninety (90) days written notice to Owner.

Upon any termination of this Agreement, Agent shall forthwith surrender and deliver to Owner any space in the Property occupied by Agent. Agent shall also surrender, deliver, and account for in writing to Owner all money due Owner and any and all money which is received by Agent from the Property after termination. Agent shall also deliver to Owner such contracts, documents, papers, and records pertaining to the Property or to this Agreement as may be requested, and furnish all such information and take all such action as shall be reasonably necessary in order to effectuate an orderly and systematic transition of Agent's duties and activities under this Agreement to a new agent. The accounting records, even if housed at the office of Agent, shall be considered to be official records of the Property.

19. INSURANCE. Owner will inform Agent of insurance to be carried with respect to the Property and its operations, and Agent will cause such insurance to be placed and kept in effect at all times. Agent will pay premiums for such insurance out of the General Operating Account, and such premiums will be treated as operating expenses of the Property. All insurance will be placed with such companies, on such conditions, in such amounts, and with such beneficial interests appearing thereon as shall be acceptable to the Owner, and shall be otherwise in conformity with the requirements of this Agreement; provided that the same will include Commercial General Liability coverage, with the Agent designated as one of the insured, in amounts acceptable to Agent as well as Owner. Agent will investigate and furnish Owner with full reports as to all accidents, claims, and potential claims for damage relating to the Property, and will cooperate with Owner's insurers in connection therewith.

Agent will provide Owner evidence of a currently paid liability insurance policy with Owner as named insured, naming any Lenders as required additional insureds, with coverage in an amount not less than \$1,000,000 per occurrence with combined total coverage, including primary and umbrella coverage, in an amount not less than \$2,000,000 or such greater amount as may be required by the Owner or Lenders, if any.

Agent shall carry Errors and Omissions Insurance to protect Owner from its management decisions under this agreement.

20. COMPLIANCE WITH GOVERNMENTAL ORDERS. With the prior approval of Owner, Agent will take such action as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Property, whether imposed by Federal, state, county or municipal authorities.

Agent shall notify Owner in writing of all notices of such orders or other requirements.

- **21. NONDISCRIMINATION**. It is the policy of Owner and Agent to comply fully with all Federal and State regulations with regard to non-discrimination in housing including:
 - Title VI of the Civil Rights Act of 1964;
 - The Fair Housing Act;
 - Executive Order 11063 on Equal Opportunity in Housing;
 - Section 504 of the Rehabilitation Act of 1973;
 - The Age Discrimination Act of 1975; and
 - The Americans with Disabilities Act.
- (a) The Principal Parties will comply with any legislation protecting individual rights which may be enacted.
- (b) The Principal Parties shall not discriminate because of race, color, sex, age, religion, national origin, ancestry, disability, handicap, actual or perceived sexual orientation, gender identity, or marital status, or familial status in the leasing, rental or other disposition of housing or related facilities (including land) included in any development or developments under its control, or in the use or occupancy thereof.
- (c) The Principal Parties shall not, on account of race, color, sex, age, religion, national origin, ancestry, disability, handicap, actual or perceived sexual orientation, gender identity, or marital status, or familial status:
- (1) Deny to any family the opportunity to apply for housing, or deny to any eligible applicant the opportunity to lease housing suitable to its needs;
 - (2) Provide housing which is different than that provided others;
 - (3) Subject a person to segregation or disparate treatment;
- (4) Restrict a person's access to any benefit enjoyed by others in connection with the program;
- (5) Treat a person differently in determining eligibility or other requirements for admission;
 - (6) Deny a person access to the same level of services; or

- (7) Automatically deny admission to a particular group or category of otherwise eligible and qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student).
- **22. ATTORNEY'S FEES**. In the event that either party incurs legal costs in the enforcement of the Agreement, the non-prevailing party in such controversy shall pay the legal costs (including, but not limited to reasonable attorney's fees) of the prevailing party.
- **23. INDEMNIFICATION**. Owner shall defend, hold harmless and indemnify Agent and its respective board members, officers, agents and employees from any and all losses, costs, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising directly or indirectly out of the performance of this Agreement and any of Agent's operations or activities related thereto, excluding the willful misconduct or gross negligence of Agent, its board members, officers and employees.
- **24. NOTICE**. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and addressed to the addresses set forth below and shall be given by any of the following means: (a) personal service; (b) electronic communication, whether by email or fax; or (c) registered or certified, first class mail, return receipt requested. Such addresses may be changed by notice to the other party given in the same manner, as provided above. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to subsection (c), shall be deemed received on the date of delivery or the date that delivery is refused by the addressee, as shown on the return receipt.

If to Owner:

Preserving Alameda County Housing, Inc. 22941 Atherton Street Hayward, CA 94541 Attention: Secretary

If to Agent:

Housing Authority of the County of Alameda 22941 Atherton Street Hayward, CA 94541 Attention: Executive Director The Owner and the Agent, by their duly authorized officers, have executed this Agreement on the day and date first above written.

OWNER:
PRESERVING ALAMEDA COUNTY HOUSING, INC., a California nonprofit public benefit corporation
By:
Name: Christine Gouig
Its: <u>Secretary</u>
AGENT:
HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA, a public body, corporate and politic
By:
Name: Christine Gouig
Its: <u>Executive Director</u>

PRESERVING ALAMEDA COUNTY HOUSING, INC. (PACH) & HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA (HACA) MANAGEMENT AGREEMENT **EXHIBIT A**

	ADDRESS		ADDRESS		ADDRESS]	ADDRESS		ADDRESS	1	ſ
1	33857 7th Street	45	211 Galano Plaza	89	2032 Nidus Court #31	133	4125 Dyer Street #25	177	4167 Dyer Street #33	221	1
2	33859 7th Street	46	4248 Lunar Way	90	2032 Nidus Court #32	134	4125 Dyer Street #26	178	4167 Dyer Street #34	222	2
3	33861 7th Street	47	4229 Jupiter Court	91	2036 Nidus Court #33	135	4125 Dyer Street #27	179	4171 Dyer Street #35	223	3
4	33863 7th Street	48	119 Camino Plaza	92	2036 Nidus Court #34	136	4125 Dyer Street #28	180	4171 Dyer Street #36	224	4
5	33865 7th Street	49	4218 Apollo Circle	93	2036 Nidus Court #35	137	4125 Dyer Street #29	181	4171 Dyer Street #37	225	5
6	33867 7th Street	50	270 Galano Plaza	94	2036 Nidus Court #36	138	4125 Dyer Street #30	182	4171 Dyer Street #38	226	6
7	703 Decoto Road	51	4392 Planet Circle	95	2040 Nidus Court #37	139	4125 Dyer Street #31	183	4175 Dyer Street #39	227	7
8	711 Decoto Road	52	4359 Planet Circle	96	2040 Nidus Court #38	140	4125 Dyer Street #32	184	4175 Dyer Street #40	228	8
9	33882 8th Street	53	4262 Comet Circle	97	2040 Nidus Court #39	141	4125 Dyer Street #33	185	4175 Dyer Street #41	229	9
10	33884 8th Street	54	4504 Sonora Way	98	2040 Nidus Court #40	142	4125 Dyer Street #34	186	4175 Dyer Street #42	230	0
11	33724 14th Street	55	4138 Venus Place	99	2044 Nidus Court #41	143	4125 Dyer Street #35	187	4179 Dyer Street #43]	
12	33625 5th Street	56	4240 Apollo Circle	100	2044 Nidus Court #42	144	4125 Dyer Street #36	188	4179 Dyer Street #44]	
13	33504 8th Street	57	4970 Bridgepointe	101	2044 Nidus Court #43	145	4131 Dyer Street #1	189	4179 Dyer Street #45]	
14	33652 7th Street	58	139 Aurora Plaza	102	2044 Nidus Court #44	146	4131 Dyer Street #2	190	4179 Dyer Street #46		
15	33726 14th Street	59	2000 Nidus Court #1	103	2048 Nidus Court #45	147	4131 Dyer Street #3	191	4183 Dyer Street #47		
16	33615 8th Street	60	2000 Nidus Court #2	104	2048 Nidus Court #46	148	4131 Dyer Street #4	192	4183 Dyer Street #50		
17	33650 7th Street	61	2000 Nidus Court #3	105	2052 Nidus Court #47	149	4135 Dyer Street #5	193	4186 Dyer Street #47		
18	33761 14th Street	62	2000 Nidus Court #4	106	2052 Nidus Court #48	150	4135 Dyer Street #6	194	4186 Dyer Street #48		
19	33615 5th Street	63	2004 Nidus Court #5	107	2052 Nidus Court #49	151	4135 Dyer Street #7	195	6200 Doyle Street #1		
20	33512 8th Street	64	2004 Nidus Court #6	108	2052 Nidus Court #50	152	4135 Dyer Street #8	196	6200 Doyle Street #2		
21	33763 14th Street	65	2004 Nidus Court #7	109	4125 Dyer Street #1	153	4139 Dyer Street #9	197	6200 Doyle Street #3		
22	33759 14th Street	66	2004 Nidus Court #8	110	4125 Dyer Street #2	154	4139 Dyer Street #10	198	6200 Doyle Street #4	1	
23	33765 14th Street	67	2008 Nidus Court #10	111	4125 Dyer Street #3	155	4139 Dyer Street #11	199	6200 Doyle Street #5		
24	33617 8th Street	68	2008 Nidus Court #11	112	4125 Dyer Street #4	156	4139 Dyer Street #12	200	6200 Doyle Street #6		
25	33510 8th Street	69	2008 Nidus Court #12	113	4125 Dyer Street #5	157	4143 Dyer Street #13	201	6200 Doyle Street #7		
26	33623 5th Street	70	2008 Nidus Court #9	114	4125 Dyer Street #6	158	4143 Dyer Street #14	202	6200 Doyle Street #8		
27	33502 8th Street	71	2012 Nidus Court #13	115	4125 Dyer Street #7	159	4143 Dyer Street #15	203	6200 Doyle Street #9		
28	33617 5th Street	72	2012 Nidus Court #14	116	4125 Dyer Street #8	160	4143 dyer Street #16	204	6200 Doyle Street #10		
29	406 E Street	73	2012 Nidus Court #15	117	4125 Dyer Street #9	161	4147 Dyer Street #17	205	6200 Doyle Street #11	1	
30	408 E Street	74	2012 Nidus Court #16	118	4125 Dyer Street #10	162	4147 Dyer Street #18	206	6200 Doyle Street #12	4	
31	33524 Third Street	75	2016 Nidus Court #17	119	4125 Dyer Street #11	163	4147 Dyer Street #19	207	6200 Doyle Street #13	4	
32	33526 Third Street	76	2016 Nidus Court #18	120	4125 Dyer Street #12	164	4147 Dyer Street #20	208	6200 Doyle Street #14	4	
33	33532 Third Street	77	2016 Nidus Court #19	121	4125 Dyer Street #13	165	4151 Dyer Street #21	209	6200 Doyle Street #15	4	
34	33534 Third Street	78	2016 Nidus Court #20	122	4125 Dyer Street #14	166	4151 Dyer Street #22	210	6200 Doyle Street #16	4	
35	32657 Brenda Way #4	79	2024 Nidus Court #21	123	4125 Dyer Street #15	167	4151 Dyer Street #23	211	6200 Doyle Street #17	4	
36	2108 Eric Court #2	80	2024 Nidus Court #22	124	4125 Dyer Street #16	168	4151 Dyer Street #24	212	6200 Doyle Street #18	4	
37	2133 Eric Court #4	81	2024 Nidus Court #23	125	4125 Dyer Street #17	169	4155 Dyer Street #25	213	6200 Doyle Street #19	4	
38	4656 Barcelona Way	82	2024 Nidus Court #24	126	4125 Dyer Street #18	170	4155 Dyer Street #26	214	6200 Doyle Street #20	4	
39	2108 Eric Court #1	83	2028 Nidus Court #25	127	4125 Dyer Street #19	171	4155 Dyer Street #27	215	6200 Doyle Street #21	4	
40	4106 Polaris	84	2028 Nidus Court #26	128	4125 Dyer Street #20	172	4155 Dyer Street #28	216	6200 Doyle Street #22	4	
41	4260 Apollo Circle	85	2028 Nidus Court #27	129	4125 Dyer Street #21	173	4159 Dyer Street #29	217	6200 Doyle Street #23	4	
42	523 Tamarack #13	86	2028 Nidus Court #28	130	4125 Dyer Street #22	174	4159 Dyer Street #30	218	6200 Doyle Street #24	4	
43	4968 Bridgepointe	87	2032 Nidus Court #29	131	4125 Dyer Street #23	175	4159 Dyer Street #31	219	6200 Doyle Street #25	4	
44	4627 Granada Way	88	2032 Nidus Court #30	132	4125 Dyer Street #24	176	4159 Dyer Street #32	220	6200 Doyle Street #26	J	

ADDRESS
6200 Doyle Street #27
6200 Doyle Street #28
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ATTACHMENT B



HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

I. PURPOSE

From time to time, travel is required to conduct business on behalf of the Housing Authority of the County of Alameda (HACA). This Ppolicy sets forth procedures and guidelines for incurring expenses and for the reimbursement of expenses incurred while traveling and conducting authorized HACAHousing Authority business. Any approval required by the Executive Director includes the Executive Director's designee. Expenses for travel arrangements, airport transportation, transportation, lodging, meals, and other incidental travel expenses shall be reimbursed within the limits and conditions described below and as approved by the Executive Director.

II. SCOPE

This <u>pP</u>olicy applies to the following individuals who are traveling and conducting business on behalf <u>the Housing Authority HACA</u> and who are seeking reimbursement for travel related expenses from <u>HACA</u>the <u>Housing Authority</u>:

- HACA Eemployees of the Housing Authority
- <u>HACA</u> Housing Commissioners

III. RESPONSIBILITY

A. Department Heads-/ Department Unit Managers

1. The dDepartment heads and Uunit managers are responsible for ensuring that staff that is traveling on behalf of HACAthe Housing Authority have knowledge of and will comply with the requirements outlined in this Policy.

B. B. Commission Secretary / Commission Clerk

- 1. The Commission Secretary and Commission Clerk are responsible for ensuring that Housing Commissioners who are traveling on behalf of the Housing Authority have knowledge of and will comply with the requirements outlined in this Policy.
- C. All employees and Commissioners are responsible for ensuring that reimbursement requests for travel expenses are submitted within the limits and conditions of this Policy.

IV. TRANSPORTATION

No claim of any employee for the expense of transportation from his/her residence to place of employment or return shall be allowed without approval from the Executive Director.

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HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

A. Auto Travel

- 1. Housing Authority Vehicles
 - a) HACAHousing Authority business within the Northern California Counties as defined and shown below. No HACAHOUSING Authority-owned vehicle shall be driven outside these Gounties unless approved by the Executive Director.

Alameda	Contra Costa	Marin	Monterey	Napa
Sacramento	San-Francisco	Santa Clara	Santa Cruz	San Joaquin
San Mateo	Solano	Sonoma	Yolo	<u>Stanislaus</u>

b) Expenses shall be limited to gasoline, parking, and bridge tolls, and Fastrak lanes unless the Executive Director has specifically authorized payment for other expenses.

2. Personal Vehicles

a) Mileage claims for travel in privately owned vehicles outside the Northern California Counties must be authorized by the Executive Director.

a)

b) Expenses shall be limited to mileage, parking, and bridge tolls, and Fastrak lanes unless the Executive Director has specifically authorized payment for other expenses. For mileage, a rate per mile, set by the current applicable IRS allowable mileage rate for the travel period, will be used.

b)

<u>c)</u> Travelers should use the most expeditious auto route.

c)

a) Reimbursement may not exceed the typical coach round trip airfare for the destination or the fare for other common carrier if airline service is not available to the point of destination, unless otherwise approved by the Executive Director.

d)

e)d) If a Commissioner or employee departs from his/her place of residence, mileage is allowed from the place of residence to the first pointplace of contact. In no case shall the mileage allowed from home to the ffirst pointplace of contact exceed the distance from the HACA office or headquarters to the first pointplace of contact. Similarly, only such mileage will be allowed from the last pointplace of contact to the HACA office or headquarters.

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HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

B. Rail/Air Travel

1. BART

<u>a) Within the geographic area served by BART, eEmployees and</u>
Commissioners are encouraged to use BART if it is economical to do so and does not create an undue inconvenience for the traveler.

a)

b) The cost of a BART ticket will be reimbursed from the departing station to the station nearest the place of destination, and for the return trip from the departing station to the station nearest the place of destination (these may or may not be the same stations in each case). Payment for the ticket may also be provided prior to the trip if requested.

2. Amtrak

a) Within the geographic area served by Amtrak, eEmployees and Commissioners are encouraged to use Amtrak if it is economical to do so and does not create an undue inconvenience for the traveler.

b) The cost of an Amtrak ticket will be reimbursed from the departing station to the station nearest the place of destination, and for the return trip from the departing station to the station nearest the place of destination (these may or may not be the same stations in each case). Payment for the ticket may also be provided prior to the trip if requested.

3. Air Travel

- a) Coach airfare will be paid for a direct or non-stop route. Airfare upgrades can be made at the employee or Commissioner's own expense.
- <u>b</u>) Actual expenses for travel to and from the airport and from the airport to the place of destination and back will be reimbursed. When making travel arrangements for such transportation, Commissioners and employees should consider the modes of available transportation (taxi, airport shuttle, airport buses, personal car, etc.) and select one that is economical and that does not require undue inconvenience for the traveler.
- c) Reimbursement may not exceed the typical coach round trip airfare for the destination or the fare for other common carrier if airline service is not available to the point of destination, unless otherwise approved by the Executive Director.
 b)

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HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

4. Public Transportation

- a) If an area is served by public transportation, employees and Commissioners are encouraged to use it if it is economical to do so and does not create an undue inconvenience for the traveler.
- The cost of tickets/fares will be reimbursed from the departing depot or stop to the depot or stop nearest the place of destination, and for the return trip from the departing depot or stop to the depot or stop nearest the place of destination (these may or may not be the same in each case). Payment for the ticket or fare may also be provided prior to the trip if requested.

V. PAYMENT FOR OTHER EXPENSES

A. Lodging

4. Actual cost, including applicable taxes <u>and fees</u>, at the government or conference rate for a standard room unless such rates aren't available in which case the lowest rate available for a standard room, <u>including</u> applicable fees and taxes.

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B. Meals and Incidental Expenses

1. Commissioners and employees shall receive, for meals and incidental expenses, a per diem based on the current rate posted by the U.S. General Services Administration (GSA) for the specific travel destination.

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<u>Incidental expenses include</u>: a)

- <u>f</u>Fees and tips given to porters, baggage carriers, bellhops and hotel maids; and b)
- <u>tT</u>ransportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the site.

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Meals:

If meals are included as part of athe conference or event, the cost of the meal(s) portion will be deducted from the allowable per diem and a pro rated per diem will be provided.

2. <u>2.</u> Expenses that exceed the total amount of the per diem shall not be reimbursed except in instances where meetings are required that are not at the conference <u>or event</u> meeting site or rooms for conferences are not available

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HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

within walking distance and require travel by taxi, bus, etc. Those expenses shall be reimbursed separately outside of the per diem amount upon approval by the Executive Director.

- 3. <u>3.</u> Costs of telephone calls, internet connections, printing charges, fax charges and similar items necessarily incident to the performance of official business shall also be considered reimbursable items outside of the per diem amount.
- 4. <u>4. Prior to travel</u>, Commissioners and employees may submit a request for the receive their per diem amount <u>prior to travel</u> or such payment may be made after travel is completed.
- 5. Per diem allowances shall be computed for the days of the conference or event attended. In addition, a per diem will be computed for travel days not to exceed one day before and/or one day after the event, only if time and/or travel schedules prohibit travel at reasonable hours on the actual beginning and ending days of a conference or event. A pro-rated per diem will be provided when meals are included as part of the conference itinerary, as indicated above.
- 6.—6. For travel periods of less than one day and where a meal or meals are not provided as part of the event, the actual expenses for the meal or the meals will be reimbursed but shall not exceed the per diem amount that would typically be calculated for the meal period involved.
- 7. When a conference concludes prior to or at lunch time or prior to or at dinner time, the cost of lunch or dinner on that day will be at the employee or Commissioner's own expense.

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C. Required Expense Documentation

- 1. Except for per diem items, a detailed expense report listing each item, the date incurred, and the amount related to the item must be submitted to the Executive Director employee's supervisor for expense reimbursement within thirty (30) days of the completion of the travel.
- Receipts associated with the expenses for which a Housing Commissioner
 or employee is requesting reimbursement must be attached and
 submitted along with the expense report <u>unless proof of payment is not</u>
 available.



HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

3. All required approvals must be obtained and included with the expense report.

VI. 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.

Travel Policy 9/08; 8/8/18



HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I acknowledge the receipt of a copy of the Housing Authority of the County of Alameda's "Travel Policy." I have read and understand my responsibilities under the Policy and I agree to abide by my responsibilities as outlined. I understand that I will be subject to discipline for violating this Policy or subject to other appropriate sanctions for failing to fulfill my responsibilities as outlined in the Policy.

I acknowledge that the Housing Authority of the County of Alameda has authority to investigate any potential violations of this Policy and that I have a duty to cooperate in any such investigation.

Dated:			
Print Name:			
Signature:			



HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

I. PURPOSE

From time to time, travel is required to conduct business on behalf of the Housing Authority of the County of Alameda (HACA). This Policy sets forth procedures and guidelines for incurring expenses and for the reimbursement of expenses incurred while traveling and conducting authorized HACA business. Any approval required by the Executive Director includes the Executive Director's designee.

II. SCOPE

This Policy applies to the following individuals who are traveling and conducting business on behalf HACA and who are seeking reimbursement for travel related expenses from HACA:

- HACA employees
- HACA Housing Commissioners

III. RESPONSIBILITY

A. Department Heads/ Unit Managers

Department heads and Unit managers are responsible for ensuring that staff traveling on behalf of HACA have knowledge of and will comply with the requirements outlined in this Policy.

B. Commission Secretary / Commission Clerk

The Commission Secretary and Commission Clerk are responsible for ensuring that Housing Commissioners who are traveling on behalf of the Housing Authority have knowledge of and will comply with the requirements outlined in this Policy.

C. All employees and Commissioners are responsible for ensuring that reimbursement requests for travel expenses are submitted within the limits and conditions of this Policy.

IV. TRANSPORTATION

No claim of any employee for the expense of transportation from his/her residence to place of employment or return shall be allowed without approval from the Executive Director.



HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

A. Auto Travel

1. Housing Authority Vehicles

a) HACA-owned vehicles may be used for authorized HACA business within the Northern California Counties as defined and shown below. No HACA-owned vehicle shall be driven outside these counties unless approved by the Executive Director.

Alameda	Contra Costa	Marin	Monterey	Napa
Sacramento	San Francisco	Santa Clara	Santa Cruz	San Joaquin
San Mateo	Solano	Sonoma	Yolo	Stanislaus

b) Expenses shall be limited to gasoline, parking, bridge tolls and Fastrak lanes unless the Executive Director has specifically authorized payment for other expenses.

2. Personal Vehicles

- a) Mileage claims for travel in privately owned vehicles outside the Northern California Counties must be authorized by the Executive Director.
- b) Expenses shall be limited to mileage, parking, bridge tolls and Fastrak lanes unless the Executive Director has specifically authorized payment for other expenses. For mileage, a rate per mile, set by the current applicable IRS allowable mileage rate for the travel period will be used.
- c) Travelers should use the most expeditious auto route.
- d) If a Commissioner or employee departs from his/her place of residence, mileage is allowed from the place of residence to the first place of contact. In no case shall the mileage allowed from home to the first place of contact exceed the distance from the HACA office to the first place of contact. Similarly, only such mileage will be allowed from the last place of contact to the HACA office.

B. Rail/Air Travel

1. BART

a) Employees and Commissioners are encouraged to use BART if it is economical to do so and does not create an undue inconvenience for the traveler.



HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

b) The cost of a BART ticket will be reimbursed from the departing station to the station nearest the place of destination, and for the return trip from the departing station to the station nearest the place of destination (these may or may not be the same stations in each case). Payment for the ticket may also be provided prior to the trip if requested.

2. Amtrak

- a) Employees and Commissioners are encouraged to use Amtrak if it is economical to do so and does not create an undue inconvenience for the traveler.
- b) The cost of an Amtrak ticket will be reimbursed from the departing station to the station nearest the place of destination, and for the return trip from the departing station to the station nearest the place of destination (these may or may not be the same stations in each case). Payment for the ticket may also be provided prior to the trip if requested.

3. Air Travel

- a) Coach airfare will be paid for a direct or non-stop route. Airfare upgrades can be made at the employee or Commissioner's own expense.
- b) Actual expenses for travel to and from the airport and from the airport to the place of destination and back will be reimbursed.
- c) Reimbursement may not exceed the typical coach round trip airfare for the destination or the fare for other common carrier if airline service is not available to the point of destination, unless otherwise approved by the Executive Director.

4. Public Transportation

The cost of tickets/fares will be reimbursed from the departing depot or stop to the depot or stop nearest the place of destination, and for the return trip from the departing depot or stop to the depot or stop nearest the place of destination (these may or may not be the same in each case). Payment for the ticket or fare may also be provided prior to the trip if requested.

V. PAYMENT FOR OTHER EXPENSES

A. Lodging

Actual cost, including applicable taxes and fees, at the government or conference rate for a standard room unless such rates aren't available in



HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

which case the lowest rate available for a standard room, including applicable fees and taxes.

B. Meals and Incidental Expenses

1. Commissioners and employees shall receive, for meals and incidental expenses, a per diem based on the current rate posted by the U.S. General Services Administration (GSA) for the specific travel destination.

<u>Incidental expenses include</u>:

- Fees and tips given to porters, baggage carriers, bellhops and hotel maids:
- Transportation between places of lodging or business and places where meals are taken, if suitable meals cannot be obtained at the site.

Meals:

- If meals are included as part of a conference or event, the meal(s) that are included will be deducted from the allowable per diem and a pro-rated per diem will be paid.
- 2. Expenses that exceed the total amount of the per diem shall not be reimbursed except in instances where meetings are required that are not at the conference or event meeting site or rooms for the conference are not available within walking distance and require travel by taxi, bus, etc. Those expenses shall be reimbursed separately outside of the per diem amount upon approval by the Executive Director.
- 3. Costs of telephone calls, internet connections, printing charges, fax charges and similar items necessarily incident to the performance of official business shall also be considered reimbursable items outside of the per diem amount.
- 4. Commissioners and employees may receive their per diem amount prior to travel or such payment may be made after travel is completed.
- 5. Per diem allowances shall be computed for the days of the conference or event attended. In addition, a per diem will be computed for travel days not to exceed one day before and/or one day after the event, only if time and/or travel schedules prohibit travel at reasonable hours on the actual beginning and ending days of a conference or event. A pro-rated per diem will be provided when meals are included as part of the conference itinerary, as indicated above.



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- 6. For travel periods of less than one day and where a meal or meals are not provided as part of the event, the actual expenses for the meal or the meals will be reimbursed but shall not exceed the per diem amount that would typically be calculated for the meal period involved.
- 7. When a conference concludes prior to or at lunch time or prior to or at dinner time, the cost of lunch or dinner on that day will be at the employee or Commissioner's own expense.

C. Required Expense Documentation

- 1. Except for per diem items, a detailed expense report listing each item, the date incurred, and the amount related to the item must be submitted to the employee's supervisor for expense reimbursement within **thirty (30) days** of the completion of the travel.
- 2. Receipts associated with the expenses for which a Housing Commissioner or employee is requesting reimbursement must be attached and submitted along with the expense report unless proof of payment is not available.

VI. 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.



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Travel Policy 9/08; 8/8/18

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

I acknowledge the receipt of a copy of the Housing Authority of the County of Alameda's "Travel Policy." I have read and understand my responsibilities under the Policy and I agree to abide by my responsibilities as outlined. I understand that I may be subject to discipline for violating this Policy or subject to other appropriate sanctions for failing to fulfill my responsibilities as outlined in the Policy.

I acknowledge that the Housing Authority of the County of Alameda has authority to investigate any potential violations of this Policy and that I have a duty to cooperate in any such investigation.

Dated:			
Print Name:			
Signature:			