



HOUSING COMMISSION AGENDA

Special Meeting: July 20, 2011

Time: 8:00 a.m.

HACA Board Room, 22941 Atherton Street, Hayward, CA 94541-6633

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

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

The Housing Commission Secretary of the Housing Authority of the County of Alameda has, on Thursday, July 14, 2011, 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.

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PRESENTATION

2011 HACA Scholarship Winners

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Presentation of the 2011 HACA Scholarship Winners

Exhibits Attached: None

Recommendation: Receive presentation

BACKGROUND

The Housing Authority's Scholarship Program includes a presentation to the Housing Commission of the applicants who were selected by the Scholarship Committee to receive a scholarship award.

Staff will present the scholarship recipients who are in attendance at the meeting and recognize them for their achievements. The recipients are:

2011 HACA Scholarship Award Recipients

| Name | GPA | Program | School | Award | Area of Study |
|-------------------|------|---------|----------------------|---------|-----------------------------|
| Cristal Bowman | 2.85 | FSS | Las Positas College | \$750 | Nursing/Dental Hygiene |
| Rashad Colver | 2.59 | PH | San Jose State | \$1,250 | Civil Engineering |
| Shjondel Curtis | 3.92 | FSS | Texas Southern Univ. | \$1,750 | Finance |
| Minalou Diamante | 2.60 | PH | Chabot College | \$750 | Dental Hygiene |
| Ashley Lawrence | 2.48 | FSS | Ohlone College | \$750 | Physiological Science |
| Violeta Raygoza | 3.00 | FSS | Chabot College | \$750 | Early Childhood Development |
| Andrea Robinson | 3.62 | FSS | Cal State East Bay | \$1250 | Healthcare Administration |
| Tonia Roby | 3.19 | FSS | Univ. of Phoenix | \$1,750 | Criminal Justice |
| Stacy Sorrells | 2.94 | PH | Chabot College | \$750 | Liberal Studies/English Lit |
| Oreisha Williams | 4.00 | FSS | Ohlone College | \$750 | Business Administration |
| Muhibullah Yusufi | 4.06 | FSS | UCLA | \$1,750 | Physiological Science |

MINUTES

June 15, 2011

HOUSING COMMISSION MINUTES

REGULAR MEETING: JUNE 15, 2011, 8:00 A.M.
HACA BOARD ROOM

SUMMARY ACTION MINUTES

1. **CALL TO ORDER/ROLL CALL**

Call to Order

Chairperson Steiner called the meeting to order at 8:04 a.m.

Roll Call

Present: Cmr. Atkin, Biddle, Cashmere, Gerry, Gacoscas, Haddock, Iosefa, Medina, Natarajan, Peixoto, and Steiner

Entered after Roll Call: Cmr. Reed

2. **EXECUTIVE SESSION**

Labor Negotiations Pursuant to Government Code 54957.6

Contract Negotiations with SEIU Local 1021 and the Housing Authority of the County of Alameda

The Commission adjourned into Executive Session at 8:04 a.m. The Commission reconvened in regular session at 8:39 a.m. and Chairperson Steiner reported that there were no reportable actions taken in the Executive Session.

3. **APPROVAL OF MINUTES OF THE MAY 11, 2011 MEETING**

Recommendation: Approve the minutes of the May 11, 2011 meeting as presented.

Motion/Second: Biddle/Gacoscas.

Ayes: All Motion Passed.

APPROVED AS RECOMMENDED.

4. **PUBLIC COMMENT** – On matters not on the agenda

None.

5. **NEW BUSINESS**

5-1. **ACTION: SALARY FREEZE AND BENEFIT REDUCTION FOR MANGEMENT EMPLOYEES**

Christine Gouig, Executive Director, presented the staff report.

Recommendation: Approve a salary freeze and a reduction in benefits for HACA management employees for the 2011-2012 fiscal year.

Motion/Second: Reed/Biddle.

Commission Discussion: Cmr. Natarajan asked why staff was not presenting this item with an overall proposal for salaries and benefits for the entire agency. Ms. Gouig stated that the agency must start saving money as soon as possible and that these particular measures can be put into place now while negotiations continue with represented employees. Ms. Gouig indicated that further cuts are likely.

Cmr. Atkin asked how much the agency will save with these cuts. Tom Makin, Deputy Director for Operations, explained that the reduction in benefits for management employees will save approximately \$34,000 and that the salary freeze will reduce agency spending.

Ayes: All Motion passed.

APPROVED AS RECOMMENDED.

5-2. RESOLUTION NO. 10-11: APPROVING CONTRIBUTION TO ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION (ACERA)

Christine Gouig presented the staff report. Ms. Gouig noted that HACA's contribution may be less than what is stated in the resolution depending on the outcome of negotiations between Alameda County and ACERA regarding the inclusion of administrative fees in this year's contribution amount.

Recommendation: Adopt Resolution No. 10-11 approving a contribution, not to exceed \$139,797.45, to fund HACA's 401(h) sub-account.

Motion/Second: Natarajan/Atkin.

Commission Discussion: None.

Ayes: All Motion passed.

APPROVED AS RECOMMENDED.

5-3. ACTION: PURCHASE OPTION OF SURPLUS CALTRANS PROPERTY

Christine Gouig presented the staff report. Ms. Gouig reported that the California State Department of Transportation (Caltrans) has notified HACA of its intent to sell surplus land located in Castro Valley. She reported that Eden Housing has asked HACA to option the site and reconvey it to them. Ms. Gouig explained that Eden has been working with Spectrum Community Services on a development plan for the site that will include affordable housing and flexible use spaces for Spectrum's community services, including a production kitchen for the Meals on Wheels program.

Ms. Gouig recommended that the Commission authorize HACA to option the site for reconveyance to Eden and read the following resolution into the record:

"Now therefore be it resolved that the Housing Commission hereby authorizes the Executive Director or her designee to sign and submit an offer to purchase said surplus land to the California State Department of Transportation, enter into an option agreement, and execute any and all documents and approvals that may be required by any party to complete the transaction."

A copy of the resolution was distributed to the Commission.

Recommendation: Adopt a resolution authorizing the execution and submission of a notification of interest to purchase surplus land offered for sale by Caltrans and authorize the Executive Director to execute an option agreement.

Motion/Second: Atkin/Reed.

Commission Discussion: Chairperson Steiner asked if HACA's offer will be considered first in the

event other agencies submit offers. Ms. Gouig explained that HACA will receive priority as a public agency with plans to develop affordable housing on the site. Chairperson Steiner commented that the Commission on Aging is willing to submit a letter of support for this project. Cmr. Natarajan asked where Eden will get funding for the project and Ms. Gouig indicated that Eden will look at a wide array of funding sources. Cmr. Atkin asked what HACA will do with the property in the event Eden is not able to secure the funding. Ms. Gouig explained that HACA will not move forward with the purchase of the property if Eden is unable to secure funding for the project.

Ayes: All Motion passed.

APPROVED AS RECOMMENDED.

5-4. ACTION: REVISIONS TO HACA'S SECTION 8 ADMINISTRATIVE PLAN (ADMIN PLAN)

Ron Dion, Deputy Director for Programs, presented the staff report. He described the proposed revisions to HACA's Section 8 Administrative Plan.

Recommendation: Approve the revisions to HACA's Section 8 Administrative Plan.

Commission Discussion: None.

Chairperson Steiner opened the public hearing at 9:08 a.m. No comments from the public were received. Chairperson Steiner closed the public hearing at 9:09 a.m.

Motion/Second: Natarajan/Biddle.

Ayes: All Motion passed.

APPROVED AS RECOMMENDED.

5-5. ACTION: REVISIONS TO HACA'S PUBLIC HOUSING ADMISSIONS AND CONTINUED OCCUPANCY POLICY (ACOP)

Ron Dion presented the staff report. He described the proposed revisions to HACA's Public Housing Admissions and Continued Occupancy Policy.

Recommendation: Approve the revisions to HACA's Public Housing Admissions and Continued Occupancy Policy.

Commission Discussion: Chairperson Steiner asked if the East Bay housing authorities were still working on merging their waitlists. Ms. Gouig stated that a proposal was submitted to HUD to request funding to help offset the costs to carry this out. She indicated that HUD has expressed interest in the idea but has not made any commitments and that the housing authorities will continue to push for funding.

Chairperson Steiner opened the public hearing at 9:10 a.m. No comments from the public were received. Chairperson Steiner closed the public hearing at 9:11 a.m.

Motion/Second: Gacoscos/Medina.

Ayes: All Motion passed.

APPROVED AS RECOMMENDED.

5-6. RESOLUTION NO. 11-11: APPROVING AMENDMENT TO ARROYO VISTA DISPOSITION AND DEVELOPMENT AGREEMENT

Ms. Gouig presented the staff report. Ms. Gouig reported that Eden Housing's tax credit investor, Wachovia Affordable Housing Community Development, requested certain amendments to the Disposition and Development Agreement (DDA) and an Estoppel Certificate. She noted that since the closing had to take place before the June 15th date of the Commission meeting the parties agreed that these documents could be provided after the closing.

Recommendation: Adopt Resolution No. 11-11 approving an amendment to the Arroyo Vista Disposition and Development Agreement and authorize the Executive Director to submit the documents.

Commission Discussion: Cmr. Biddle commented that the demolition of the old Arroyo Vista project is close to completion.

Motion/Second: Natarajan/Haddock.

Ayes: All Motion passed.

APPROVED AS RECOMMENDED.

5-7. ACTION: APPOINTMENT OF A NOMINATING COMMITTEE FOR FY2011-12 OFFICERS

Ms. Gouig presented the staff report.

Recommendation: Appoint a nominating committee to nominate candidates for the Chairperson and Vice Chairperson positions for FY2011-12.

Commission Discussion: Cmr. Reed asked if the current Chairperson and Vice Chairperson could continue for another term. Ms. Gouig indicated that the bylaws allow the Chairperson to serve two (2) consecutive terms and does not limit the number of terms the Vice Chairperson can serve. Cmr. Natarajan commented that a formal recommendation should be made by the nominating committee. Cmr. Gerry volunteered to serve on the nominating committee and Commissioners agreed.

Motion/Second: Reed/Natarajan.

Ayes: All Motion passed.

APPROVED AS RECOMMENDED.

5-8. INFORMATION: JANITORIAL SERVICES CONTRACT

Tom Makin presented the staff report. He reported that a one year contract for janitorial services was awarded to Greene's Janitorial Services.

Public Comment: A member of the public asked if a study had ever been conducted to determine if an employee position should be created to handle the janitorial services. Chairperson Steiner directed Mr. Makin to respond. Mr. Makin indicated that while a study has not been conducted, the extent of janitorial work required by the Housing Authority does not warrant a full-time janitorial position. Chairperson Steiner commented that a full time janitorial position could not be considered

at this time given the budget constraints.

5-9. INFORMATION: BUDGET STATUS REPORT

Report received with no questions or comments.

5-10. INFORMATION: PROGRAM ACTIVITY REPORT

Report received with no questions or comments.

6. COMMITTEE REPORTS

None.

7. COMMISSIONER REPORTS

None.

8. COMMUNICATIONS

Mr. Dion announced that HACA has received an award from NAHRO for our Electronic Content Management (ECM) project.

Ms. Gouig discussed a letter that she wrote to our federal senators and representatives protesting the recent Section 8 Admin Fee cuts. Cmr. Atkin recommended that the Commission authorize Ms. Gouig to draft a similar letter on behalf of the Commission. Cmr. Reed added that all Commissioners should sign the letter on behalf of their cities.

Motion/Second: Atkin/Reed. Ayes: All. Motion passed.

Ms. Gouig requested moving the date of the July meeting to July 20, 2011 and the Commission agreed to the change in the meeting date.

Chairperson Steiner reported on her attendance at the Eden Housing event held on May 31st where she had the opportunity to hear a talk given by Shaun Donovan, the HUD Secretary.

9. ADJOURNMENT

There being no further business, Chairperson Steiner adjourned the meeting at 9:45 a.m.

Respectfully submitted,

Melissa Taesali
Executive Assistant

Christine Gouig
Executive Director/Secretary

Approved:

Christine Steiner
Commission Chairperson

NEW BUSINESS

July 20, 2011

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Election of Officers

Exhibits Attached: None

Recommendation: Elect officers to the Chairperson and Vice Chairperson positions

DISCUSSION

In accordance with the Commission's bylaws, your Commission must elect, by a majority vote, a Chairperson and Vice-Chairperson for a term of one year. At the June meeting, your Commission appointed Commissioner Gerry as the Nominating Committee.

The Nominating Committee recommends the election of Commissioner Christine Steiner to another term as the Chairperson and the election of Commissioner Ursula Reed to another term as the Vice-Chairperson.

These nominations are permissible under the Commission's bylaws, which stipulate that the Chairperson may serve two (2) consecutive terms and that there is no limit to the number of terms that the Vice-Chairperson may serve.

The nominations will be formally presented at the meeting and an election will be held. The newly-elected officers will take their seats immediately and the newly-elected Chairperson will chair the meeting.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Employee of the Quarter

Exhibits Attached: None

Recommendation: Recognize Melissa Taesali as the Employee of the Quarter

BACKGROUND

In 2006 the Housing Authority created a Communications Committee composed of staff from all departments. One of the first goals of the Committee was to acknowledge exceptional individual contributions of HACA employees. To accomplish this, the Committee created an "Employee of the Quarter" program.

DISCUSSION AND ANALYSIS

The Committee has selected Melissa Taesali as the Employee of the Quarter for the quarter July through September 2011. Melissa's selection was announced at an All-staff meeting held on June 16, 2011.

Melissa is the Executive Assistant to the Executive Director. Those who nominated her recognized her for her outstanding work in the following categories: Acknowledgement from the Public, co-workers and clients; Team Effort & Flexibility in Working with Others; Customer Service; Innovative Ideas; and Problem Solving. Some of the comments made by those who nominated her were:

"Melissa is able to adapt to assisting all levels of staff members and clients, as well as whomever comes in contact with our agency."

"Melissa's professionalism, work ethic, and demeanor all contribute to making this agency run more efficiently."

"She exudes warmth, and positivism, and in doing so brightens the day of those around her."

"She is the perfect example of what this agency should strive for when it comes to individual staff expectations."

As the Employee of the Quarter, Melissa has the use of a designated parking space for the quarter, one day off, a free car wash, news coverage on HACA's intranet, and her name and picture posted on the awardees' plaque that is displayed in the Housing Authority's lobby.

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Execution and Recordation of the HUD Declaration of Trust

Exhibits Attached:

- Resolution No. 13-11
- Form of HUD Declaration of Trust

Recommendation: Approve the Execution and Recordation of the HUD Declaration of Trust

Financial Statement: None

BACKGROUND

At your meeting of August 12, 2009, your Commission approved the disposition of the 58 scattered-site Public Housing units and their conversion to the Section 8 Project Based Voucher Program (PBV). HACA has formed Preserving Alameda County Housing, Inc. (PACH), a California nonprofit public benefit corporation, to acquire, own, lease, rehabilitate and operate the converted properties.

DISCUSSION and ANALYSIS

Prior to disposing of the units to PACH, HUD is requiring HACA to execute and record a declaration of trust (Exhibit A) on those properties that don't already have a declaration of trust recorded against them.

In order to proceed with the approved disposition, staff recommends approval of the attached resolution approving the execution and recordation of the attached declaration of trust as required by HUD.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 13-11

APPROVING THE EXECUTION AND RECORDATION OF A HUD DECLARATION OF TRUST

WHEREAS, the Housing Authority of the County of Alameda (the "Authority") is a public body, corporate and politic of the State of California (the "State"), incorporated pursuant to the provisions of Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code, as amended (the "Act"); and

WHEREAS, the Authority is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 34310-34334) and Article 5 (Sections 34350-34379) of the California Health and Safety Code, which includes providing affordable housing and administering housing programs within its jurisdiction; and

WHEREAS, the Authority owns and operates two hundred thirty low-income housing units as part of its Low Income Public Housing program, and certain other low-income housing units which are not part of its Public Housing program, all of which units are located in various locations throughout the County of Alameda (the "Properties"); and

WHEREAS, the Authority has formed Preserving Alameda County Housing, Inc., a California nonprofit public benefit corporation, to acquire, own, lease, rehabilitate and operate the Properties (the "Corporation"); and

WHEREAS, the Authority intends to transfer ownership of fifty-eight of the two hundred and thirty units that are a part of the Properties to the Corporation for operation as low-income housing units (the "Acquisition Properties"), subsidized pursuant to Section 8 of the U.S. Housing Act of 1937, as amended, and subject to such other conditions as may be approved by the U. S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Authority previously approved of the conveyance of the Acquisition Properties to the Corporation; and

WHEREAS, prior to the Authority conveying the Acquisition Properties to the Corporation, HUD is requiring the Authority to execute and record a declaration of trust, in the form attached hereto as Exhibit A, on the Acquisition Properties which do not already have a declaration of trust recorded against them (the "Declaration of Trust"); and

WHEREAS, in furtherance of the Authority's desire to convey the Acquisition Properties to the Corporation, the Authority desires to record the Declaration of Trust against the Acquisition Properties which do not already have a declaration of trust recorded against them;

NOW, THEREFORE BE IT RESOLVED, that the Authority finds and determines as follows:

1. The Declaration of Trust presented at this meeting in substantially final form is hereby approved.
2. The Executive Director or her designee is authorized to make and approve any changes to said Declaration of Trust on behalf of the Authority.
3. The Executive Director or her designee is authorized to execute the Declaration of Trust and any and all documents required by any party to effectuate the recordation of the Declaration of Trust against the Acquisition Properties which do not already have a declaration of trust recorded against them.

PASSED, APPROVED AND ADOPTED by the Commissioners of the Housing Authority of the County of Alameda this _____ day of _____, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Christine Steiner
Chairperson

ATTEST:

Christine Gouig
Executive Director/Secretary

Adopted: _____

Declaration of Trust
(Development Grant Projects *)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0270
exp. 09/30/2013

Whereas, (1, see instructions) _____
(herein called the Public Housing Agency (PHA), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws or ordinances of the (2) _____, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with effective date as of (mm/dd/yyyy) (3) _____, (herein called the Annual Contributions Contract) and a certain Development Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) _____, providing for a grant to be made by HUD to assist the PHA in financing a lower income housing project; and

Whereas, as of the date of the execution of this Declaration of Trust, the Development Project Grant Amendment and the Annual Contributions Contract cover the lower income housing project located in: (5)

which will provide approximately (6) _____ dwelling units; and which lower income housing project will be known as:

Project No. (7) _____; and

Whereas, the Project and acquisition of the site or sites thereof will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Development Project Grant Amendment and Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes hereinafter stated, the following described real property situated in: (8)

To Wit: (Insert legal description for the project.) (9)

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1), to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in the Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of the Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, 42 U.S.C. 1437, et seq., or (2), with the approval of HUD, release the Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of the Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of the Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of the Project shall be effective to release such property from the trust hereby created.

Upon expiration of the period during which the PHA is obligated to operate the Project in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) _____.

(Seal)

(1, see instructions)

By _____ Chairperson

Attest _____ Secretary

Date (mm/dd/yyyy) _____

* For use by Public Housing Agencies and Indian Housing Authorities

Declaration of Trust
(Public Housing Modernization Grant Projects)

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB No. 2577-0270
exp. 09/30/2013

Whereas, (1, see instructions) _____
(herein called the Public Housing Agency (PHA)), a public body corporate and politic, duly created and organized pursuant to and in accordance with the provisions of the laws of the (2) _____, and the United States of America, Secretary of Housing and Urban Development (herein called HUD) pursuant to the United States Housing Act of 1937 (42 U.S.C. 1437, et seq.) and the Department of Housing and Urban Development Act (5 U.S.C. 624) entered into a certain contract with the effective date as of (mm/dd/yyyy) (3) _____, (herein called the Annual Contributions Contract) and a certain Modernization Project Grant Amendment to the Annual Contributions Contract with the effective date as of (mm/dd/yyyy) (4) _____, (herein called the Modernization Grant Amendment) providing for a grant to be made by HUD to assist the PHA in modernizing lower income housing project(s); and

Whereas, as of the date of the execution of this Declaration of Trust, the Modernization Grant Amendment and the Annual Contributions Contract cover certain individual lower income housing projects located in: (5) _____
which will provide approximately (6) _____ dwelling units; and which lower income housing projects are known as Modernization Project No. (7) _____ and individual projects as follows:
Project No. (8) _____ with approximately _____ dwelling units,
Project No. (8) _____ with approximately _____ dwelling units, and
Project No. (8) _____ with approximately _____ dwelling units; and

Whereas, the modernization of each Project will have been financed with grant assistance provided by HUD.

Now Therefore, to assure HUD of the performance by the PHA of the covenants contained in the Modernization Grant Amendment and the Annual Contributions Contract, the PHA does hereby acknowledge and declare that it is possessed of and holds in trust for the benefit of HUD, for the purposes herein stated, the following described real property situated in: (9)

To Wit: (Insert legal description for each individual project.)(10)

and all buildings and fixtures erected or to be erected thereon or appurtenant thereto.

The PHA hereby declares and acknowledges that during the existence of the trust hereby created, HUD has been granted and is possessed of an interest in the above described Project property, **To Wit:**

The right to require the PHA to remain seized of the title to said property and to refrain from transferring, conveying, assigning, leasing, mortgaging, pledging, or otherwise encumbering or permitting or suffering any transfer, conveyance, assignment, lease, mortgage, pledge or other encumbrance of said property or any part thereof, appurtenances thereto, or any rent, revenues, income, or receipts therefrom or in connection therewith, or any of the benefits or contributions granted to it by or pursuant to the Modernization Grant Amendment and the Annual Contributions Contract, or any interest in any of the same except that the PHA may (1) to the extent and in the manner provided in the Annual Contributions Contract, (a) lease dwellings and other spaces and facilities in any Project, or (b) convey or otherwise dispose of any real or personal property which is determined to be excess to the needs of any Project, or (c) convey or dedicate land for use as streets, alleys, or other public right-of-way, and grant easements for the establishment, operation, and maintenance of public utilities; or (d) enter into and perform contracts for the sale of dwelling units to members of tenant families, as authorized by the United States Housing Act of 1937, or (2) with the approval of HUD, release any Project from the trust hereby created; Provided, That nothing herein contained shall be construed as prohibiting the conveyance of title to or the delivery of possession of any Project to HUD pursuant to the Annual Contributions Contract.

The endorsement by a duly authorized officer of HUD (1) upon any conveyance or transfer made by the PHA of any real or personal property which is determined to be excess to the needs of any Project, or (2) upon any instrument of conveyance or dedication of property, or any interest therein, for use as streets, alleys, or other public right-of-way, or for the establishment, operation and maintenance of public utilities, or (3) upon any instrument transferring or conveying a dwelling unit, or an interest therein, to a member of a tenant family, or (4) upon any instrument of release made by the PHA of any Project shall be effective to release such property from the trust hereby created.

The individual projects covered by the Modernization Grant Amendment shall be subject to this Declaration of Trust for a period of twenty years beginning on the date of the Modernization Grant Amendment. Each individual project shall also be subject to this Declaration of Trust for a period of twenty years after the date of the most recent Modernization Grant Amendment applicable to that project. Upon expiration of the period during which the PHA is obligated to operate the individual projects in accordance with the Annual Contributions Contract, the trust hereby created shall terminate and no longer be effective.

In Witness Whereof, the PHA by its officers thereunto duly authorized has caused these presents to be signed in its name and its corporate seal to be hereunto affixed and attested this date (mm/dd/yyyy) _____.

(Seal)

(1, see instructions)

By _____ Chairperson

Attest _____ Secretary

Date (mm/dd/yyyy) _____

ref. Handbook 7485.1

form HUD-52190-B (3/90)

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Relocation Plan for Scattered-Site Public Housing Units –
Amendment One

Exhibits Attached: - Resolution No. 14-11
 - Attachment A: Relocation Plan

Recommendation: Adopt the Resolution Approving the Relocation Plan

Financial Statement: Estimated \$100,000 (Local Fund)

BACKGROUND

At your meeting of August 12, 2009, your Commission approved the Relocation Plan for the disposition of the 58 scattered-site Public Housing units and their conversion to the Section 8 Project Based Voucher Program (PBV). The Relocation Plan describes the relocation benefits that will be provided to families that are required to move as a result of the disposition of the units and their conversion to PBV.

As your Commission approved the original Relocation Plan over 12 months ago, the State of California Relocation Guidelines (Guidelines) require that the plan be updated to insure that it documents current relocation needs and resources, including HACA's current Section 8 Payment Standards.

DISCUSSION AND ANALYSIS

Fourteen Public Housing families are mishoused, that is, living in units that are either too small or too large for their family size. All will be required to move and will be paid the relocation benefits set forth in the Relocation Plan. For 13 of the families, those benefits will include a Housing Choice Voucher Program (HCVP) Voucher. The 14th family is over-income; consequently, it may not be issued a HCVP Voucher and will receive financial relocation benefits instead.

In all cases, whether or not a family is *required* to move is determined at the time the vouchers are actually issued.

A revised Relocation Plan for the residents of the 58 scattered-site units being disposed of must be adopted before mandatory displacement activities can proceed. The Plan must be in compliance with the State of California relocation law and its Guidelines, and

benefits must be provided as contained in the Guidelines and in HUD regulations at 24 CFR Part 970.

Households will receive a 120-Day Notice before they are required to move, followed by the statutorily-required 90-Day Notice to Vacate. To fund the relocation, HACA anticipates using its Local Fund in addition to HCVP Vouchers. The budget estimate for the relocation benefits is \$100,000. This was generally reflected in the original Relocation Plan adopted by your Commission.

The attached Relocation Plan Amendment (Amendment) was prepared by our relocation consultant, Autotemp. As required by the Guidelines, the original Relocation Plan along with the Amendment was circulated for comment for 30 days. It was sent to each of the current residents impacted by the disposition and was posted on the HACA website. Personal interviews with the families that will be required to move were conducted the week of May 30, 2011 to reevaluate their needs. As the actual disposition occurs, Autotemp will meet with the households again, explain the relocation process and benefits, and provide advisory assistance to help with their moves.

Staff and Autotemp believe that the Relocation Plan and Amendment comply with all applicable federal and State provisions and recommend that your Commission adopt the resolution approving it.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 14-11

**APPROVING AMENDMENT ONE TO THE RELOCATION PLAN FOR
THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA
SCATTERED-SITE PUBLIC HOUSING UNITS**

WHEREAS, on August 12, 2009, the Housing Commission of the Housing Authority of the County of Alameda ("HACA") approved the Relocation Plan ("Plan") for the disposition of HACA's scattered-site Public Housing units; and

WHEREAS, on October 13, 2010, the HACA Housing Commission approved an update to the payment standards with an effective date of October 1, 2010; and

WHEREAS, the HACA Housing Commission desires to update the schedule of rents in the Plan to conform to the updated HACA payment standards determined based on the latest available market conditions; and

WHEREAS, the HACA Housing Commission now desires, as well, to amend the Plan to ensure that it documents current relocation needs and resources;

NOW, THEREFORE, BE IT RESOLVED, that the Housing Commission of the Housing Authority of the County of Alameda hereby approves Amendment One to the Plan, attached hereto as Exhibit A.

PASSED, APPROVED, AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda this _____ day of _____ 2011 by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Christine Steiner
Housing Commission Chairperson

ATTEST:

Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: _____

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Loan Agreement between HACA and Preserving Alameda County Housing, Inc. (PACH)

Exhibits Attached:

- Resolution No. 15-11
- Attachment B: Loan Agreement, Promissory Note

Recommendation: Adopt the Resolution

Financial Statement: \$1,000,000 from Housing Development Fund

BACKGROUND

At your meeting of August 12, 2009, your Commission approved the disposition of the 58 scattered-site Public Housing units and their conversion to the Section 8 Project Based Voucher Program (PBV). HACA has formed Preserving Alameda County Housing, Inc. (PACH), a California nonprofit public benefit corporation, to acquire, own, lease, rehabilitate and operate the converted properties. Staff has targeted August 1st as the date on which to transfer an initial group of six of the scattered site units to PACH.

DISCUSSION and ANALYSIS

The primary reason for the disposition is that the combination of tenant rents plus income from the HUD Operating Subsidy and Capital Funds has been inadequate to fund annual maintenance and inadequate for the long-term preservation of the units. Conversely, after the units are converted to PBV, there will be an adequate income stream to maintain and preserve the units—but not initially.

Initially, HACA faces the need to make necessary improvements, including on turnover, to insure that the properties are both physically sound and rentable in the market. (For example, some of the units that will turn over have been occupied by the same family for decades and, consequently, are in need of significant modernization.) In order to bridge the initial period of time during which substantial maintenance and improvements are necessary but before adequate proceeds from the PBV income stream are available, HACA must lend funds to PACH to accomplish those tasks.

Staff has worked with our legal counsel, Goldfarb & Lipman, who has prepared the attached loan agreement. Pursuant to the loan agreement, HACA will provide a line of credit of up to one million dollars to PACH so that PACH may undertake the

rehabilitation work that is necessary. The loan has a five year term and an interest rate of five percent on the monies drawn (monies not drawn continue to be invested by HACAC). It will be secured by a Promissory Note executed by PACH.

Staff does not expect that PACH will need to use the full one million dollars. We expect that PACH will generate sufficient funds from rents and PBV subsidies to fund needed work itself after a year or two. However, just to be sure that PACH has the funds it needs when it needs them, staff recommends that your Commission adopt the attached resolution approving the loan to PACH and authorizing the executive director to execute the required documents. The PACH board will meet today immediately after your Commission meeting to consider the loan agreement.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 15-11

APPROVING THE REHABILITATION LOAN TO PRESERVING ALAMEDA COUNTY HOUSING, INC.

WHEREAS, the Housing Authority of the County of Alameda (the "Authority") is a public body, corporate and politic of the State of California (the "State"), incorporated pursuant to the provisions of Chapter 1 of Part 2 of Division 24 (commencing with Section 34200) of the California Health and Safety Code, as amended (the "Act"); and

WHEREAS, the Authority is vested with the responsibilities set forth in Division 24, Part 2, Article 4 (Sections 343310-34334) and Article 5 (Sections 34350-34379) of the California Health and Safety Code, which includes providing affordable housing and administering housing programs within its jurisdiction; and

WHEREAS, the Authority owns and operates two hundred thirty low-income housing units as part of its Low Income Public Housing program, and certain other low-income housing units which are not part of its Public Housing program, all of which units are located in various locations throughout the County of Alameda (the "Properties"); and

WHEREAS, the Authority has formed Preserving Alameda County Housing, Inc., a California nonprofit public benefit corporation, to acquire, own, lease, rehabilitate and operate the Properties (the "Corporation"); and

WHEREAS, the Authority intends to transfer ownership of fifty-eight of the two hundred and thirty units that are a part of the Properties to the Corporation for operation as low-income housing units (the "Acquisition Properties"), subsidized pursuant to Section 8 of the U.S. Housing Act of 1937, as amended, and subject to such other conditions as may be approved by the U. S. Department of Housing and Urban Development ("HUD"); and

WHEREAS, the Authority previously approved of the conveyance of the Acquisition Properties to the Corporation; and

WHEREAS, the Authority desires to provide a loan in the approximate amount of \$1,000,000 to the Corporation, to assist the Corporation with the rehabilitation expenses for the Acquisition Properties (the "Authority Loan"); and

WHEREAS, in furtherance of the Authority's desire to provide the Authority Loan to the Corporation, the Authority desires to enter into a loan agreement with the Corporation;

NOW, THEREFORE BE IT RESOLVED, that the Authority finds and determines as follows:

1. The Authority approves of making the Authority Loan to the Corporation and the execution of the loan agreement for the Authority Loan.
2. The Executive Director or her designee is authorized to make and approve any changes to said loan agreement on behalf of the Authority.
3. The Executive Director or her designee is authorized to execute the loan agreement and any and all documents required by any party to effectuate the making of the Authority Loan to the Corporation.

PASSED, APPROVED AND ADOPTED by the Commissioners of the Housing Authority of the County of Alameda this _____ day of _____, 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Christine Steiner
Chairperson

ATTEST:

Christine Gouig
Executive Director/Secretary

Adopted: _____

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Collection Loss Write-Off for the fiscal year ending
June 30, 2011

Exhibits Attached: Resolution No. 16-11

Recommendation: Adopt Resolution

Financial Statement: Collection Loss of \$9,293

BACKGROUND

Toward the end of every fiscal year, in accordance with generally accepted accounting practices, staff brings to your Commission a recommendation to write off certain Accounts Receivable for Vacated Tenant Accounts. Staff cannot write off these amounts itself; Commission action is required. Your approval will authorize staff to transfer these amounts on our books from Accounts Receivable to the Collection Loss Expense Account. This action does not prevent the Housing Authority from continuing to pursue collection and, in fact, we have turned over these accounts to our collection agent.

The schedule of recommended write-offs below is a combination of Ocean Avenue (Emeryville) and the former Arroyo Vista program Accounts Receivable. Last year, the write-offs totaled \$581 for HACA and \$2,865 for Arroyo Vista.

Collection Loss Write-Off Fiscal Year Ending June 30, 2011

| PROJECT | TENANT # | VACATE DATE | RENT | MAINT. | OTHER | TOTAL |
|--------------|----------|----------------|-------|--------|-------|-------|
| Ocean Avenue | 30096 | 11/15/10 | 0 | 1,974 | 0 | 1,974 |
| Arroyo Vista | 25454 | 06/30/10 | 1,517 | 0 | 0 | 1,517 |
| Arroyo Vista | 71262 | 6/28/10 | 5,802 | 0 | 0 | 5,802 |
| TOTAL | | | 7,319 | 1,974 | 0 | 9,293 |

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO. 16-11

**RESOLUTION APPROVING A COLLECTION LOSS WRITE-OFF
FOR FISCAL YEAR ENDING JUNE 30, 2011**

WHEREAS, the Housing Authority of the County of Alameda ("HACA") has certain vacated Tenant Accounts Receivable in the Ocean Avenue and Arroyo Vista programs where HACA collection efforts have been exhausted; and

WHEREAS, it is appropriate for these Tenant Accounts Receivable to be charged to Collection Loss Expense for the Fiscal Year ending June 30, 2011; and

WHEREAS, the above-described transfer does not constitute a release of any debtor for liability for payment of any amount;

NOW THEREFORE BE IT RESOLVED, that the Finance Director is hereby directed to record said accounts totaling \$9,293.00 for the Public Housing Programs as a Collection Loss expense.

PASSED, APPROVED AND ADOPTED by the Housing Commission of the Housing Authority of the County of Alameda the 20th day of July 2011, by the following vote:

AYES:

NOES:

ABSTAIN:

EXCUSED:

ABSENT:

Christine Steiner
Housing Commission Chairperson

Attest:

Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: July 20, 2011

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Section 8 Admin Plan - Revision of Required Reporting

Exhibits Attached: Revised Section 11-II.C. *CHANGES AFFECTING INCOME OR EXPENSES*

Recommendation: Receive report; approve proposed policy revision

Financial Statement: None

BACKGROUND

HACA's Section 8 Housing Choice Voucher (HCV) Program Administrative Plan (Admin Plan) sets forth HACA's policies for administering the Section 8 Program in a manner consistent with HUD requirements and HACA's Agency Plan—its policies, programs, operations, and strategies for meeting local housing needs and goals.

HUD regulations give housing authorities the freedom to determine the circumstances under which families are required to report changes affecting income. In order to streamline operations in an era of substantial budgetary reductions, staff proposes to sharply reduce the number of instances when families must report changes affecting income or expenses.

ANALYSIS and DISCUSSION

HACA's Admin Plan is based, largely, on a national model plan service to which HACA subscribes. Heretofore, HACA adopted the language of the model plan word-for-word regarding required reporting of any changes in a family's income or expenses. While all families have been required to report, HACA uses the reported information to process an interim reexamination in only a very limited number of instances—namely, when a family's share of the rent has already been reduced as a result of a family-initiated interim reexamination, and when a family is eligible for the Earned Income Disallowance (a narrow income exclusion category).

The rationale for getting information from everyone but using it only for some has been that it "might" be useful, in some circumstances, to help HACA establish historical income data, e.g., for families with a pattern of working most of the year, but not at the time of their annual reexamination.

The value of the practice has been eclipsed by the impact of today's challenging budget environment. The practice doesn't increase value proportionate to its cost and HACA increasingly doesn't have the staff to do the work. Staff recommends that you approve the attached revisions to the Administrative Plan.

11-II.C. CHANGES AFFECTING INCOME OR EXPENSES

Interim reexaminations can be scheduled either because HACA has reason to believe that changes in income or expenses may have occurred, or because the family reports a change. When a family reports a change, HACA may take different actions depending on whether the family reported the change voluntarily, or because it was required to do so.

HACA-Initiated Interim Reexaminations

HACA-initiated interim reexaminations are those that are scheduled based on circumstances or criteria defined by HACA. They are not scheduled because of changes reported by the family.

HACA Policy

HACA may conduct interim reexaminations in each of the following instances:

For families receiving the Earned Income Disallowance (EID), HACA may conduct an interim reexamination at the start and conclusion of the second 12 month exclusion period (50 percent phase-in period).

If the family has reported zero or unstable income, HACA may conduct an interim reexamination every 3 months as long as the family continues to report that they have no income.

If at the time of the annual reexamination, it is not feasible to anticipate a level of income for the next 12 months (e.g. seasonal or cyclic income), the HACA may schedule an interim reexamination to coincide with the end of the period for which it is feasible to project income.

If at the time of the annual reexamination, tenant-provided documents were used on a provisional basis due to the lack of third-party verification, and third-party verification becomes available, HACA will conduct an interim reexamination.

HACA may conduct an interim reexamination at any time in order to correct an error in a previous reexamination, or to investigate a tenant fraud complaint.

HACA will conduct an interim reexamination if the family's approval to enroll in the FSS program is contingent upon the interim reexamination.

Family-Initiated Interim Reexaminations

HACA must adopt policies prescribing when and under what conditions the family must report changes in family income or expenses [24 CFR 982.516(c)]. In addition, HUD regulations require that the family be permitted to obtain an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)].

Required Reporting

HUD regulations give HACA the freedom to determine the circumstances under which families will be required to report changes affecting income.

HACA Policy

The following are required to report all increases in earned income, including new employment, within 10 business days of the date the change takes effect:

- Families whose share of the rent has been reduced as a result of a family-initiated interim reexamination; and
- Families receiving the earned income disallowance (EID). HACA will only conduct an interim reexamination when the EID family's share of rent will change as a result of the increase.

All other families are not required to report changes in income. If they do so, HACA will note the information in the tenant file, but will not conduct an interim reexamination except as noted above in HACA-Initiated Interim Reexaminations.

Optional Reporting

The family may request an interim reexamination any time the family has experienced a change in circumstances since the last determination [24 CFR 982.516(b)(2)]. HACA must process the request if the family reports a change that will result in a reduced family income [HCV GB, p. 12-9].

If a family reports a decrease in income from the loss of welfare benefits due to fraud or non-compliance with a welfare agency requirement to participate in an economic self-sufficiency program, the family's share of the rent will not be reduced [24 CFR 5.615]. For more information regarding the requirement to impute welfare income see Chapter 6.

HACA Policy

If a family reports a change that it was not required to report and that would result in an increase in the family share of the rent, HACA will note the information in the tenant file, but will not conduct an interim reexamination.

If a family reports a change that it was not required to report and that would result in a decrease in the family share of rent, HACA will conduct an interim reexamination. See Section 11-II.D. for effective dates.

HACA will complete an interim reexamination if a family's approval to enroll in the FSS program is contingent upon the interim reexamination.

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HACA will only conduct interim reexaminations for f

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Deleted: Families are not required to report any other changes in income or expenses.†

BUDGET STATUS

REPORT

Housing Authority of Alameda County
HOUSING CHOICE VOUCHER
Budget Status Report FYE 2010-2011
May 2011

| FY 2011 OPERATING BUDGET | Budgeted @ 5/31/2011 | Actual @ 5/31/2011 | OVER (UNDER) | PROJECTED TO 6/30/11 | SCH. NO. | 2010 BUDGET | 2011 BUDGET | DIFFERENCE |
|-------------------------------------|---------------------------------|-------------------------------|-------------------------|---------------------------------|---------------------|------------------------|------------------------|-------------------|
| INCOME | | | | | | | | |
| Investment Income | 3,300 | 3,882 | 582 | 4,235 | A1 | 34,000 | 3,600 | (30,400) |
| Misc. Income | 328,350 | 322,001 | (6,349) | 351,274 | A1 | 348,000 | 358,200 | 10,200 |
| (Fees) | 7,389,170 | 6,840,362 | (548,807) | 7,390,404 | A | 7,508,129 | 8,060,912 | 552,783 |
| TOTAL INCOME | 7,720,820 | 7,166,246 | (554,574) | 7,745,913 | | 7,890,129 | 8,422,712 | 532,583 |
| EXPENSES | | | | | | | | |
| Administration | | | | | | | | |
| Salaries | 4,353,422 | 4,055,225 | (298,197) | 4,423,882 | B-1& 2 | 4,400,371 | 4,749,188 | 348,817 |
| Other Admin. | 1,007,599 | 1,048,127 | 40,529 | 1,179,982 | C-1&2 | 1,105,936 | 1,099,199 | (6,737) |
| Total | 5,361,021 | 5,103,353 | (257,668) | 5,603,864 | | 5,506,306 | 5,848,386 | 342,079 |
| General | | | | | | | | |
| Insurance | 178,335 | 162,744 | (15,591) | 177,539 | E | 170,807 | 194,547 | 23,740 |
| Employee Benefits | 2,176,711 | 1,978,264 | (198,447) | 2,203,222 | | 2,200,185 | 2,374,594 | 174,409 |
| Miscellaneous | 0 | 0 | 0 | 0 | | 0 | 0 | 0 |
| Total | 2,355,046 | 2,141,008 | (214,038) | 2,380,761 | | 2,370,992 | 2,569,141 | 198,149 |
| Total Routine Expenses | 7,716,066 | 7,244,360 | (471,706) | 7,984,625 | | 7,877,298 | 8,417,527 | 540,229 |
| Capital Expenditures | 0 | 0 | 0 | 0 | D2 | 0 | 0 | 0 |
| TOTAL EXPENSES | 7,716,066 | 7,244,360 | (471,706) | 7,984,625 | | 7,877,298 | 8,417,527 | 540,229 |
| NET INCOME (DEFICIT) | 4,753 | (78,115) | (82,868) | (238,711) | | 12,831 | 5,185 | (7,646) |

Unrestricted Net Assets @ 6/30/10
Projected Income/(Deficit) @ 6/30/11
Budgeted Unrestricted Net Assets-AF @ 6/30/11

\$ 2,918,420
(238,711)
\$ 2,679,709

Housing Authority of Alameda County
PUBLIC HOUSING
Budget Status Report FYE 2010-2011
May 2011

| FY 2011 | YTD BUDGET | YTD ACTUALS | OVER/ (UNDER) | Projected | SCH. | 2010 | 2011 | |
|------------------------------------|------------------|------------------|------------------|------------------|--------|------------------|------------------|------------------|
| OPERATING BUDGET | 5/31/2011 | 5/31/11 | BUDGET | to 6/30/11 | NO. | BUDGET | BUDGET | Difference |
| INCOME | | | | | | | | |
| Dwelling Rentals | 944,405 | 921,167 | (23,238) | 1,004,910 | | 1,111,920 | 1,030,260 | (81,660) |
| Investment Income | 825 | 1,381 | 556 | 1,506 | A | 9,375 | 900 | (8,475) |
| Misc. Income | 145,526 | 103,330 | (42,196) | 112,724 | ** | 171,663 | 158,756 | (12,907) |
| Operating Subsidy (HUD form 52723) | 365,033 | 355,709 | (9,325) | 388,046 | | 410,989 | 398,218 | (12,771) |
| Capital Grant (salaries/benefits) | 105,956 | 0 | (105,956) | 0 | | 151,272 | 115,589 | (35,683) |
| TOTAL INCOME | 1,561,746 | 1,381,588 | (180,159) | 1,507,186 | | 1,855,218 | 1,703,723 | (151,496) |
| EXPENSES | | | | | | | | |
| Administration | | | | | | | | |
| Salaries | 286,489 | 249,521 | (36,968) | 272,205 | B-1& 2 | 384,945 | 312,533 | (72,412) |
| Other Admin. | 59,494 | 45,880 | (13,613) | 50,051 | C-1 | 59,446 | 64,902 | 5,456 |
| Total | 345,982 | 295,402 | (50,581) | 322,256 | | 444,391 | 377,435 | (66,956) |
| Tenant Services | | | | | | | | |
| Resident Managers | 5,042 | 2,450 | (2,592) | 2,673 | | 5,500 | 5,500 | 0 |
| Recreation | 6,875 | 6,409 | (466) | 7,500 | | 7,500 | 7,500 | 0 |
| Total | 11,917 | 8,859 | (3,058) | 10,173 | | 13,000 | 13,000 | 0 |
| Utilities | | | | | | | | |
| Water | 67,833 | 65,026 | (2,807) | 70,937 | | 90,045 | 74,000 | (16,045) |
| Electricity | 17,417 | 24,689 | 7,272 | 26,934 | | 19,860 | 19,000 | (860) |
| Gas | 2,383 | 2,479 | 97 | 2,705 | | 5,693 | 2,600 | (3,093) |
| Sewage | 43,633 | 45,513 | 1,880 | 49,650 | | 45,000 | 47,600 | 2,600 |
| Total | 131,266 | 137,707 | 6,443 | 150,226 | | 160,598 | 143,199 | (17,399) |
| Maintenance | | | | | | | | |
| Salaries | 173,382 | 118,524 | (54,858) | 129,298 | B-2 | 122,424 | 189,144 | 66,720 |
| Materials | 73,883 | 56,279 | (17,604) | 61,396 | D | 125,461 | 80,600 | (44,861) |
| Capital Fund Grants | (105,956) | (74,495) | 31,461 | (74,495) | | (106,385) | (115,589) | (9,204) |
| Contract Costs | 537,305 | 467,330 | (69,975) | 509,814 | D | 765,562 | 586,151 | (179,411) |
| Total | 678,614 | 567,638 | (110,977) | 626,013 | | 907,062 | 740,306 | (166,756) |
| General | | | | | | | | |
| Insurance | 80,483 | 75,463 | (5,019) | 82,324 | E | 64,891 | 87,800 | 22,909 |
| Tax-In Lieu Of | 81,314 | 81,314 | (0) | 88,706 | | 95,132 | 88,706 | (6,426) |
| Employee Benefits | 229,935 | 182,819 | (47,116) | 199,439 | | 253,685 | 250,839 | (2,846) |
| Collection Loss | 917 | 0 | (917) | 1,000 | | 1,000 | 1,000 | 0 |
| Miscellaneous | 917 | 0 | (917) | 1,000 | | 1,000 | 1,000 | 0 |
| Total | 393,565 | 339,596 | (53,968) | 372,468 | | 415,708 | 429,344 | 13,636 |
| Total Routine Expenses | 1,561,345 | 1,349,201 | (212,142) | 1,481,137 | | 1,940,759 | 1,703,285 | (237,474) |
| Capital Expenditure | | | | | | 0 | 0 | 0 |
| TOTAL EXPENSES | 1,561,345 | 1,349,201 | (212,142) | 1,481,137 | | 1,940,759 | 1,703,285 | (237,474) |
| NET INCOME (DEFICIT) | 401 | 32,386 | 31,982 | 26,050 | | (85,541) | 438 | 85,978 |

Unrestricted Net Assets @ 6/30/10
Projected Income/(Deficit) @ 6/30/11
Projected Unrestricted Net Assets @ 6/30/11

\$ 117,061
26,050
143,111

PROGRAM ACTIVITY

REPORT

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: July 20, 2011

Subject: Programs Activity Report

Exhibits Attached: Section 8 Contract Report; Fraud Payments Report; Landlord Rental Listing Report; FSS Program Monthly Report

Recommendation: Receive Report

Financial Statement: None

SECTION 8 HOUSING CHOICE VOUCHERS

- **Lease-Up:** As of July 1, 2011 the Section 8 Housing Choice Voucher program had 5,597 units under contract. The fiscal year-to-date lease-up average is 97.97% units. The budget authority use average through May 2011 is 98%.
- **Program Utilization:** As of July 1, 2011 the average HAP subsidy is \$1,045 and the average tenant-paid rent portion is \$395 for an average Contract Rent of \$1,440.
 - ❖ As of July 1, 2011 HACA had 47 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
 - ❖ As of July 1, 2011 HACA billed other housing authorities, primarily the Oakland Housing Authority, for 1,620 incoming portability contracts. HACA receives only 80% of the HUD-authorized Administrative Fee for billed incoming portability contracts.
- **Section 8 Contract Report:** A copy of the Contract Report is attached.
- **Fraud / Debt Recovery:** HACA retained \$7,252.44 in fraud and debt recovery payments for the month of June 2011. A total of \$35,766.08 was retained over the last six months.

HACA retained \$884.00 in Housing Assistance Payment (HAP) overpayments for the month of June 2011. A total of \$3,857.00 was retained over the last six months.

- **Landlord Rental Listings:** As of July 1, 2011 there were 1,486 landlords with properties in HACA's jurisdiction utilizing the *GoSection8* rental listing service. There

were three new landlords to the Section 8 program this month. There were 66 active properties listed.

FAMILY SELF SUFFICIENCY (FSS)

Excitement is building in the FSS Department as staff prepares for our annual Health and Resource Fair. Each year the number of vendors that participate grows. This year, information available will range from nutrition to heart health. For the first time, several employers will present employment opportunities. The primary activity for our younger attendees will be the NAHRO Poster Contest. We are anticipating more young painters this year so we have ordered more backups. Each child who draws or paints a poster gets a new backpack with schools supplies. We have received a donation to purchase the back packs as well as two which will pay for the school supplies. . The Fair is July 30th from 10:30 a.m. to 1:00 p.m.

PUBLIC HOUSING

- **Occupancy:** As of July 1, 2011 the Public Housing program had 225 of 230 units leased and has a 97.83% fiscal year-to-date lease up rate.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Contract and HAP Report for the Month of: June 2011

| | Certificates | | Vouchers | | JUNE 2011 TOTAL | | | |
|------------------|--------------|---------------------|--------------|-----------------------|--------------------|-----------------------|--------------|--------------|
| City | Number | HAP* | Number | HAP** | Number | HAP | June 2010 | June 2009 |
| Albany | - | \$ - | 45 | \$ 48,510 | 45 | \$ 48,510 | 42 | 44 |
| Castro Valley | 13 | \$ 11,453 | 238 | \$ 256,564 | 251 | \$ 268,017 | 260 | 250 |
| Dublin | 2 | \$ 1,762 | 292 | \$ 314,776 | 294 | \$ 316,538 | 257 | 206 |
| Emeryville | 5 | \$ 4,405 | 95 | \$ 102,410 | 100 | \$ 106,815 | 95 | 99 |
| Fremont | 31 | \$ 27,311 | 1,388 | \$ 1,496,264 | 1,419 | \$ 1,523,575 | 1,422 | 1,374 |
| Hayward | 111 | \$ 97,791 | 2,383 | \$ 2,568,874 | 2,494 | \$ 2,666,665 | 2,425 | 2,395 |
| Newark | 2 | \$ 1,762 | 293 | \$ 315,854 | 295 | \$ 317,616 | 297 | 289 |
| Pleasanton | 4 | \$ 3,524 | 159 | \$ 171,402 | 163 | \$ 174,926 | 154 | 142 |
| San Leandro | 17 | \$ 14,977 | 1,388 | \$ 1,496,264 | 1,405 | \$ 1,511,241 | 1,329 | 1,307 |
| San Lorenzo | 2 | \$ 1,762 | 206 | \$ 222,068 | 208 | \$ 223,830 | 198 | 187 |
| Union City | 3 | \$ 2,643 | 730 | \$ 786,940 | 733 | \$ 789,583 | 714 | 689 |
| TOTALS | 190 | \$167,390.00 | 7,217 | \$7,779,926.00 | 7,407 | \$7,947,316.00 | 7,193 | 6,982 |

**Based on an average June 2011 Housing Assistance Payment (HAP) of \$881 per certificate contract*

*** Based on an average June 2011 Housing Assistance Payment (HAP) of \$1078 per voucher contract*

10-11

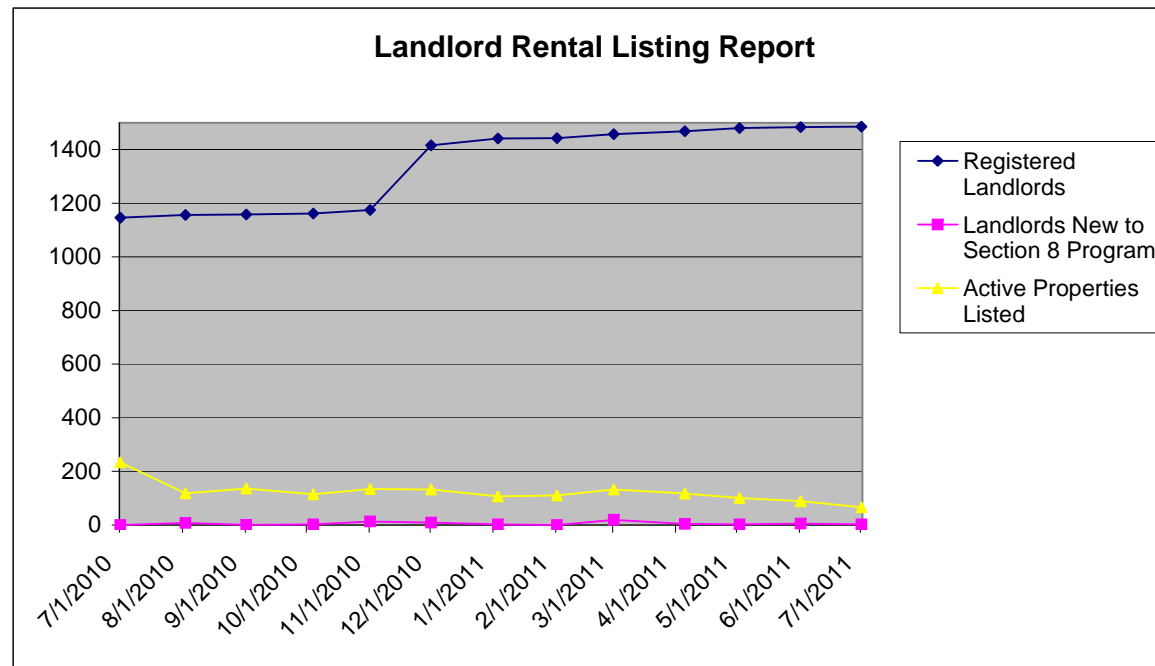
DEBT COLLECTIONS
FYE 06/30/11

| | JULY | AUGUST | SEPTEMBER | OCTOBER | NOVEMBER | DECEMBER | JANUARY | FEBRUARY | MARCH | APRIL | MAY | JUNE | GRAND TOTALS |
|-------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|--------------------|
| <i>DAMAGE CLAIMS</i> | \$85.64 | \$0.00 | \$0.00 | \$1,280.00 | \$0.00 | \$49.84 | \$0.00 | \$0.00 | \$0.00 | \$30.58 | \$0.00 | \$0.00 | \$1,446.06 |
| <i>FRAUD REPAYMENTS</i> | \$8,469.51 | \$5,201.58 | \$7,358.33 | \$3,688.29 | \$5,537.88 | \$4,617.49 | \$7,252.44 | \$4,754.56 | \$6,363.96 | \$4,811.34 | \$7,461.92 | \$5,121.86 | \$70,639.16 |
| <i>HAP OVERPAYMENTS</i> | \$339.50 | \$383.00 | \$1,155.00 | \$665.00 | \$768.00 | \$1,264.00 | \$884.00 | \$727.00 | \$453.00 | \$585.00 | \$715.00 | \$493.00 | \$8,431.50 |
| TOTALS | \$8,894.65 | \$5,584.58 | \$8,513.33 | \$5,633.29 | \$6,305.88 | \$5,931.33 | \$8,136.44 | \$5,481.56 | \$6,816.96 | \$5,426.92 | \$8,176.92 | \$5,614.86 | \$80,516.72 |

Landlord Rental Listing Report

Monthly

| | 7/1/2010 | 8/2/2010 | 9/1/2010 | 10/4/2010 | 11/1/2010 | 12/1/2010 | 1/3/2011 | 2/1/2011 | 3/1/2011 | 4/5/2011 | 5/2/2011 | 6/1/2011 | 7/1/2011 |
|------------------------------------|----------|----------|----------|-----------|-----------|-----------|----------|----------|----------|----------|----------|----------|----------|
| Registered Landlords | 1146 | 1157 | 1158 | 1162 | 1175 | 1416 | 1442 | 1443 | 1458 | 1468 | 1481 | 1484 | 1486 |
| Landlords New to Section 8 Program | 0 | 8 | 1 | 3 | 13 | 9 | 3 | 0 | 19 | 4 | 3 | 5 | 3 |
| Active Properties Listed | 234 | 118 | 136 | 115 | 134 | 132 | 107 | 110 | 132 | 117 | 101 | 89 | 66 |





To: Christine Gouig, Executive Director
From: Sharon DeCray, HAFS Manager
Re: **FSS Program Summary**
CC: Ron Dion, Linda Evans, Phyllis Harrison, Mary Sturges
Date: June 30, 2011

| Program Summary | June 2011 |
|-------------------------------|------------------|
| Total Clients Under Contract: | 194 |
| Graduates: | 0 |
| Escrow Disbursed: | \$0 |
| Ports In: | 0 |
| Ports Out: | 1 |
| Terminations: | 6 |
| New Contracts: | 6 |

FSS PROGRAM NEWS:

Workshops

Saturday, June 4, 2011, Money Management International facilitated a workshop entitled "Homeward Path-Homeownership Readiness." The workshop was free for interested participants who want to start on the path to homeownership. It covered:

- Credit and budget education
- The home buying process and how to qualify
- Where to shop for a loan, how to compare fees, the different types of loans and understanding loan terms
- Educational resources

Gloria Brown, Life Coach, facilitated a round table discussion called, "How to Create Space for Giving Birth to Ourselves, New Ideas, and Personal Growth." FSS staff consistently receives requests from participants to have Gloria lead discussions. Each time she graciously accepts our invitation and volunteers her time to discuss topics chosen by participants.

Health and Resource Fair

We are working on the final details of our annual Health and Resource Fair. This year the Fair will be held on Saturday July 30, 2011. It will feature the NARHO "What Home Means To Me" poster contest. Each child that participates in the activity will receive a free back pack with school supplies. We expect social service organizations and employers to attend. The following is a sample of confirmed vendors:

- Santa Clara County Health Department
- Eden I & R
- Hayward Parks and Recreation Department
- Hayward One Stop Center
- Alameda County Food Bank
- Alameda County Child Support Services
- Planned Parenthood

Referrals= 60



CALENDARS !!!

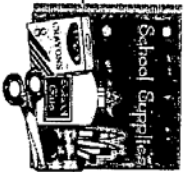
**Get Up!
Get Out!
Get Active**

MARK YOUR
CALENDARS!!!!

FSS participants! Join us for our annual...

We will Have.....

- Record Expungement
 - Food Stamp & Medical Sign-Ups
 - Child Support Services
 - Champions for Change
 - Cal Trans, Civil Corps, Crtl
 - Healthy Oakland Clinic
 - 211 Information & Referrals
 - *Free School Supplies if your child participates in the Poster Contest!* (FSS Families Only)
- And much much more.....**



MARK YOUR
CALENDARS!!!!
July 30th

Health and Resource Fair!!

Saturday

July 30, 2012

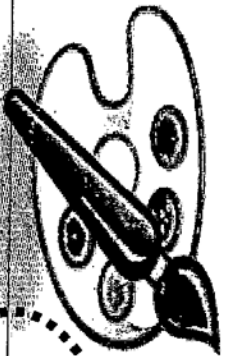
10:30 am — 1:00 pm

This event will be located at:
The Housing Authority of the County
of Alameda

22941 Atherton Street, Hayward

We will have...

- A Poster Contest
- The Hayward Fire Department
- Food
- Activities and program info for the whole family
- A chance to win fabulous prizes
- Operation Hope, WIC, Health Screenings
- And a lot of other fun activities & information



A POSTER CONTEST

MARK YOUR
CALENDARS!!!!

**THE WHOLE FAMILY IS
INVITED!**

Please Call (510) 727-8582 to RSVP
if you have not already done so.

MARK YOUR
CALENDARS!!!!

ATTACHMENT

A

A U T O



T E M P

RELOCATION PLAN

FOR

DISPOSITION OF PUBLIC HOUSING SCATTERED SITES AMENDMENT ONE

PREPARED FOR
THE

Housing Authority of Alameda County
22941 ATHERTON STREET
HAYWARD, CA 94541

BY

AUTOTEMP
373 4th Street, Suite 2A
Oakland, CA 94607
Phone: 510.238.9386

JUNE 2011

INTRODUCTION

On August 12, 2009, the Housing Authority of the County of Alameda ("HACA" or "Authority") adopted the Relocation Plan ("Plan") for the disposition of the Public Housing Scattered Sites.

The Authority has received from the the U.S. Department of Housing and Urban Development ("HUD") approval to proceed with the Disposition of its "scattered site" public housing properties (the "Project") within its jurisdiction to a private non-profit housing corporation, an affiliate of HACA called Preserving Alameda County Housing, Inc. ("PACH"). The Authority has also received Section 8 Housing Choice Vouchers ("HCV") from HUD.

Only a limited number of HACA tenants (13 over-housed, two of which are over-income and two under-housed) are anticipated to move as a result of the disposition.

Only those over- and under-housed and over-income families will be relocated or required to move as a result of the disposition strategy. Over- and under-housed households will be offered HCVs, and the Authority, on a one-time basis, will provide a fixed moving payment *or* will pay actual and reasonable relocation expenses (within 50 miles). The over-income households that are not eligible for a HCV will be provided both rental and moving assistance. Tenants must be in "good standing", i.e., current on their rent and in compliance with their lease.

Being "current on rent" means the household has paid the prior month's rent and does not owe any back rent to HACA or, if there is back rent owed, the household has entered into a repayment agreement with HACA and is following the terms of that agreement. Being "in compliance with the lease" means the household has not been served with an eviction notice, written notice of violation or been evicted. If a household or one of its members has been issued a Notice to Vacate or has otherwise been informed in writing that they are not in compliance with their lease, and the case has not been resolved at the time the HCVs are available, HACA will not issue the family a voucher at that time. If the case is resolved, or if a court rules in favor of the resident, HACA will provide a voucher at that time.

Autotemp, an experienced acquisition and relocation consulting firm, has been selected to prepare this Plan Amendment (the "Amendment") and will provide any subsequently required relocation assistance. In compliance with statutory requirements, this Amendment, along with the Plan have been prepared to evaluate the present circumstances and any replacement housing requirements of the current Project occupants who will be displaced.

No mandatory displacement activities will take place prior to the required reviews and approval of this Amendment.

ASSESSMENT OF NEEDS

Personal interviews with the over- and under-housed and over-income households were conducted the week of May 30, 2011. Inquiries made of the occupants included household size and composition, ages of occupants, rental and income information, length and type of occupancy, ethnicity, primary language in the home, disabilities and health problems, and preferences related to replacement housing and location.

Relocation activities will consider individual household needs to be close to public transportation, employment, schools, public/social services and agencies, recreational services, parks, community centers and shopping.

Relocation information and assistance will be provided in the primary language of the displaced occupants if requested, in order to assure that all displaced occupants obtain a complete understanding of the relocation plan and eligible benefits. Primary languages of the displaced households include English, Farsi and Spanish.

Based upon the occupancy standards of the HACA, there are fourteen "over- and one under-housed" households. **See Table 1.** One of the over-housed households is "over-income" and does not qualify for a HCV. Another household is properly housed, but is "over-income." The two over-income households may be entitled to Rental Assistance Payments (RAP) to offset any shortfall between its ability-to-pay or current rent and open-market rents, over a period of forty-two (42) months, and moving assistance to relocate.

Essentially, a single-person household or 'head' of household is eligible to occupy one bedroom. The introduction of a spouse or domestic partner would not alter that one-bedroom count.

If, however, a single-person household requires the services of an aide, that aide, as approved by the HACA, would be entitled to their own, separate bedroom. Under all other circumstances, every two persons are assigned a separate bedroom; any "odd-numbered" person would also be entitled to a separate bedroom. Except for single-persons and those requiring aides, each bedroom shall be occupied by two persons before the family becomes otherwise eligible for an additional bedroom.

| TABLE 1 | | |
|--|----------------------|-----------------------|
| Residential Relocation Resources (For Rent) - Units Required vs. Current Units for Those Households that May be Displaced | | |
| Units by Bedroom Count | Current Units | Required Units |
| One-Bedroom Apartments | 0 | 4 |
| Two-Bedroom Apartments | 0 | 9 |
| Three-Bedroom Apartments | 15 | 1 |
| Four-Bedroom Apartments | 1 | 2 |
| All Units | 16 | 16 |

There are five households who are qualified as physically or mentally disabled to some degree, but not necessarily the head of household. None of these disabilities currently require special accommodations for the relocation beyond locational preferences. Three household are classified as "Senior", with the head of household sixty-two years of age or older. Two of these households are either over- or under-housed and will be displaced. One of these two households also qualifies as disabled.

There are 48 residents residing within the 16 households, or an average of 3.0 residents per household. Eleven of the households fall within the area's "Extremely Low" income category; one is classified as "Very-Low"; one as "Low"; and two as "Median" income. All of the households expressed a desire to remain in the surrounding area.

RELOCATION HOUSING NEEDS AND RESOURCES

The interview process was used to determine housing preferences or reported need to be close to public transportation, employment, schools, public/social services and agencies, recreational services, parks, community centers and shopping. In addition, health needs, which will require special consideration for accessibility and perhaps proximity to medical facilities, will be identified. The interviews were performed by Autotemp staff and confidentiality will be maintained.

Residents will have the option to move to:

- Other, privately-owned units which accept Section 8 Vouchers;
- Other HACA Public Housing units;
- Other Project Based Section 8 units;
- Choose to “port-out” to the jurisdiction of another Housing Authority using the portability feature of Section 8 Vouchers;
- To privately-owned housing, for the one over-income household.

A Section 8 Program resource study was conducted the week of May 18, 2011 to identify available comparable, decent, safe, and sanitary units within Union City and the adjoining communities.

The survey identified numerous replacement housing resources, including landlords willing to accept HCVs, within Union City and the general area (i.e., Hayward, Union City and Fremont). See **ATTACHMENT 1 – Residential Relocation Resources**. A sufficient number of dwellings were available that would accept the HCV, to accommodate the displaced households.

Referrals will be made both to income-restricted dwellings and open market housing. The over-income household will be referred to open market housing. The HCV allows households the ability to relocate virtually anywhere within the Authority’s jurisdiction or outside the area entirely if the households should choose

RELOCATION ASSISTANCE PROGRAM

A relocation representative will be available to assist households having questions in regard to the household’s housing options and, if required, assistance in relocating.

Residents will have four months from the point at which their HCVs and/or Notice of Eligibility are issued to them to move from their unit. At that time, the resident will be offered advisory assistance to assist them in the move.

From the point a HCV is issued, HACA will pay one-time, fixed or actual and reasonable moving expenses for any household that moves within 120 days from the receipt of their HCV and/or Notice of Eligibility. HACA will consider an extension of the 120-day period on a case-by-case basis for extenuating circumstances. Should the request for an extension of time be denied, families will have the right to grieve this determination pursuant to the grievance procedure outlined in this Plan.

Questions about relocation benefits or the disposition may be directed to Housing Manager Nanci Scheevel at (510) 727-8544 during the hours of 8:30 AM to 4:30 PM, Monday through Friday (the Authority's office is closed every other Friday) or to Autotemp at 888.202.9195.

The relocation offices are located at:

Housing Authority of Alameda County
22941 ATHERTON STREET
HAYWARD, CA 94541
and
Autotemp
373 4th Street Suite 2A
Oakland, CA 94607

CITIZEN PARTICIPATION/PLAN REVIEW

The draft Plan and a notice announcing availability of the Plan were sent to affected residents on July 02, 2009, prior to its adoption. This Amendment was forwarded to residents on May 03, 2011. This date began the 30-day review period for the Amendment.

Both the Relocation Plan and this Amendment are available for public review at:

Housing Authority of Alameda County
22941 ATHERTON STREET
HAYWARD, CA 94541

and on the Authority's website at:

http://www.haca.net/index.php?option=com_remository&Itemid=86&func=select&id=8. The Amendment will be presented for the consideration of the Housing Authority Commission at its meeting to be held July 13, 2011.

RELOCATION BENEFIT CATEGORIES

As may be required, benefits will be provided in accordance with the Plan. Benefits will be paid to eligible displaced persons upon submission of required claim forms and documentation in accordance with Authority-approved procedures.

Below is listed the current payment standards in the Authority's jurisdiction.

HACA Payment Standards 2011 (10/1/2010)

| | Effective Date | 0-Br | 1-Br | 2-Br | 3-Br | 4-Br |
|----------------------|-----------------------|-------------|-------------|-------------|-------------|-------------|
| Albany | 10/01/2010 | \$944 | \$1,140 | \$1,462 | \$1,851 | \$2,292 |
| Castro Valley | 10/01/2010 | \$905 | \$1,059 | \$1,337 | \$1,851 | \$2,409 |
| Dublin | 10/01/2010 | \$1,168 | \$1,411 | \$1,671 | \$2,266 | \$2,806 |
| Emeryville | 10/01/2010 | \$877 | \$1,105 | \$1,420 | \$1,832 | \$2,268 |
| Fremont | 10/01/2010 | \$1,032 | \$1,117 | \$1,448 | \$2,021 | \$2,432 |
| Hayward | 10/01/2010 | \$925 | \$1,059 | \$1,323 | \$1,851 | \$2,198 |
| Newark | 10/01/2010 | \$993 | \$1,199 | \$1,462 | \$2,040 | \$2,502 |
| Pleasanton | 10/01/2010 | \$877 | \$1,059 | \$1,406 | \$2,002 | \$2,526 |
| San Leandro | 10/01/2010 | \$877 | \$1,059 | \$1,351 | \$1,832 | \$2,362 |
| San Lorenzo | 10/01/2010 | \$915 | \$1,105 | \$1,420 | \$1,983 | \$2,385 |

PROJECTED DATES OF DISPLACEMENT

Households will receive a 120-Day Notice before they are required to move, followed later by the statutorily-required 90-Day Notice to Vacate. This notice is anticipated to be issued in August 2011, with all relocations completed by December 31, 2011.

ESTIMATED RELOCATION COSTS

To fund the relocation, HACA anticipates using available funds from the Authority's 'Local Fund', in addition to HCVs. The Authority will make the necessary relocation funds available, on a timely basis, to ensure the successful completion of the project.

The budget estimate for the relocation benefits for the Project is \$100,000.00.

ATTACHMENT 1
RESIDENTIAL RELOCATION RESOURCES

| Phone | Location- Union City | 1 bed | 2 bed | 3 bed | 4 bed |
|-----------------|--------------------------|--------|--------|--------|--------|
| 510-487-2583x10 | 3530 Oakwood Terrace | | \$1550 | | |
| 510-487-2583x10 | 37847 Niles | | \$1150 | | |
| 510-487-2583x10 | 39970 Sundale | | \$1400 | | |
| 510-471-5485 | 31755 Alvarado Bl | | \$1345 | | |
| 510-709-7774 | 3783 Milton Terrace | | \$1650 | | |
| 866-235-6892 | 1501 Decote | \$1080 | | | |
| 510-299-3032 | Fremont @ Paseo Padre | | | | \$2500 |
| 510-837-2067 | Blk Mtn Cir @ King | | | | \$2750 |
| 510-508-0138 | 33617 2nd St | | | \$1750 | |
| 949-981-8431 | 33141 Basswood | | | \$1975 | |
| 408-829-7032 | 1036 Amber Terrace | | | \$2200 | |
| 510-432-3559 | 33333 5th St | | | \$1750 | |
| 510-861-4299 | Ojai Loop @ Oakdale | | | \$2195 | |
| 510-710-7718 | 4217 Chapalla Way | | | \$1750 | |
| 510-862-7286 | Grouse Way | | | \$1950 | |
| 510-209-7232 | Carmelian Terrace @ 11th | | | \$2200 | |
| 510-915-5590 | 3900 Blk Smith St | | | \$1600 | |
| 650-339-6221 | 33762 Colgate | | | \$1700 | |

920 B ST , UNION CITY, CA 94587

Bedrooms:4, Bathrooms: 1.5

Price: \$2,500.00, Deposit: 2500.00

Type: House

2479 REGAL DR , UNION CITY, CA 94587

Bedrooms:3, Bathrooms: 2

Price: \$2,300.00, Deposit: 2300.00

Type: House

32639 ENDEAVOUR WAY , UNION CITY, CA 945

Bedrooms:2, Bathrooms: 1

Price: \$1,400.00, Deposit: 1000.00

Type: Townhouse/Villa

31121 FREDI ST , UNION CITY, CA 94587

Bedrooms:3, Bathrooms: 2

Price: \$1,950.00, Deposit: 1950

Type: House

33155 Mission Blvd B106, Union City, ca 94587

Bedrooms:2, Bathrooms: 1

Price: \$1,350.00, Deposit: 1172

Type: Apt

2499 DECOTO RD , UNION CITY, CA 94587

Bedrooms:2, Bathrooms: 1

Price: \$1,197.00, Deposit: 300.00

Type: Apt

4234 SOLAR CIR , UNION CITY, CA 94587

Bedrooms:3, Bathrooms: 1.5

Price: \$2,000.00, Deposit: 2000

Type: Townhouse/Villa

2117 HARTNELL ST 4, UNION CITY, ca 94587

Bedrooms:2, Bathrooms: 1

Price: \$1,285.00, Deposit: 1500

Type: Apt

4728 LORETTA WAY , UNION CITY, CA 94587

Bedrooms:4, Bathrooms: 2

Price: \$2,400.00, Deposit: 0

Type: House

33501 13TH ST , UNION CITY, CA 94587

Bedrooms:4, Bathrooms: 2

Price: \$2,200.00, Deposit: 2200

Type: House

104 BOLERO PLZ , UNION CITY, CA 94587

Bedrooms:2, Bathrooms: 1

Price: \$1,400.00, Deposit: 1400

Type: Condo

108 CAMINO PLZ , UNION CITY, CA 94587

Bedrooms:2, Bathrooms: 2

Price: \$1,600.00, Deposit: 1600

Type: Condo

2499 DECOTO RD 000, UNION CITY, CA 94587

Bedrooms:1, Bathrooms: 1

Price: \$1,001.00, Deposit: 300.00

Type: Apt

41438 DENISE ST , FREMONT, CA 94539

Bedrooms:4, **Bathrooms:** 2

Price: \$2,200.00, **Deposit:** 2000

Type: House

Very Spacious home located in a very quiet and safe neighborhood. Call: (408) 807-1786 ask for Mary

39581 Plumas Ct , Fremont, CA 94538

Bedrooms:4, **Bathrooms:** 2.5

Price: \$2,450.00, **Deposit:** 1500.00

Type: House

Spacious home with Living Room, Family Room, Dining Room, Kitchen, and a Large Backyard. Maintained Yard. Additional Patio Room. Nice neighborhood.

33222 LAKE PYRAMID ST , FREMONT, CA 94551

Bedrooms:3, **Bathrooms:** 2

Price: \$1,950.00, **Deposit:** 1950

Type: House

24 PICKERING AVE 224, Fremont, CA 94536

Bedrooms:1, **Bathrooms:** 1

Price: \$1,016.00, **Deposit:** 1016

Type: Apt

24 PICKERING AVE 223, FREMONT, CA 94536

Bedrooms:2, **Bathrooms:** 1

Price: \$1,350.00, **Deposit:** 1016

Type: Apt

761 MCDUFF AVE HOUSE, FREMONT, CA 94535

Bedrooms:4, **Bathrooms:** 3

Price: \$2,600.00, **Deposit:** 2600

Type: House

4747 PORTER ST , FREMONT, CA 94538

Bedrooms:3, **Bathrooms:** 2

Price: \$2,250.00, **Deposit:** 2250

Type: House

37496 SEQUOIA RD , FREMONT, CA 94536

Bedrooms:1, **Bathrooms:** 1

Price: \$900.00, **Deposit:** 500

Type: TriPlex

3351 FOXTAIL TER , FREMONT, CA 94536

Bedrooms:2, **Bathrooms:** 1

Price: \$1,500.00, **Deposit:** 1500

Type: Condo

37458 PARISH CIR 9E, FREMONT, CA 94536

Bedrooms:2, **Bathrooms:** 2

Price: \$1,500.00, **Deposit:** 1500.00

Type: Condo

38627 Cherry Lane APT #88, Fremont, CA 94538

Bedrooms:2, **Bathrooms:** 1.5

Price: \$1,600.00, **Deposit:** 500.00

Type: Condo

4800 Valpey Park Ave , Fremont, Ca 94538

Bedrooms:2, **Bathrooms:** 1.5

Price: \$1,499.00, **Deposit:** 1799.00

Type: Townhouse/Villa

2259 DEXTER WAY , HAYWARD, CA 94541

Bedrooms:3, **Bathrooms:** 3

Price: \$2,150.00, **Deposit:** 1000

Type: House

3 Bathrooms Front and Back Yard

1636 Folsom Ave , Hayward, CA 94544

Bedrooms:3, **Bathrooms:** 2

Price: \$1,950.00, **Deposit:** 1950

Type: House

OPEN HOUSE: Wed 5/18/11 5:00pm-6:00pm

21371 Garden Ave 1, Hayward, CA 94541

Bedrooms:2, **Bathrooms:** 1.5

Price: \$1,350.00, **Deposit:** 800

Type: Townhouse/Villa

Spacious 2 bedroom, 1.5 bathroom Townhome in parking, no smoking, no pets.

1220 WALPERT ST 24, HAYWARD, CA 94541

Bedrooms:1, **Bathrooms:** 1

Price: \$1,100.00, **Deposit:** 1000

Type: Apt

1252 WALPERT ST 21, HAYWARD, CA 94541

Bedrooms:2, **Bathrooms:** 1

Price: \$1,325.00, **Deposit:** 1200.00

Type: Apt

Call 510-582-5528 -Vaulted Ceilings, On-site Lau

1220 WALPERT ST 21, HAYWARD, CA 94541

Bedrooms:1, **Bathrooms:** 1

Price: \$1,100.00, **Deposit:** 1000

Type: Apt

1238 WALPERT ST 20, HAYWARD, CA 94541

Bedrooms:1, **Bathrooms:** 1

Price: \$1,100.00, **Deposit:** 1000

Type: Apt

749 SCHAFER RD 24, HAYWARD, CA 94544

Bedrooms:2, **Bathrooms:** 2

Price: \$1,200.00, **Deposit:** 1000

Type: Apt

749 SCHAFER RD , HAYWARD, CA 94544

Bedrooms:2, **Bathrooms:** 1

Price: \$1,135.00, **Deposit:** 1000

Type: Apt

27032 MANON AVE 6, HAYWARD, CA 94544

Bedrooms:2, **Bathrooms:** 1

Price: \$1,350.00, **Deposit:** 700

Type: Apt

25700 UNIVERSITY CT 320, HAYWARD, CA 94542

Bedrooms:2, **Bathrooms:** 2

Price: \$1,600.00, **Deposit:** 1700

Type: Condo

237 FLANDERS CT 237, HAYWARD, CA 94541

Bedrooms:2, **Bathrooms:** 1

Price: \$1,300.00, **Deposit:** 0

Type: 4 Plex

256 ANDERLY CT 256, HAYWARD, CA 94541

Bedrooms:2, **Bathrooms:** 2

Price: \$1,400.00, **Deposit:** 1400

Type: Condo

463 A ST 463, Hayward, CA 94541

Bedrooms:1, **Bathrooms:** 1

Price: \$950.00, **Deposit:** 850.00

Type: 4 Plex

658 Memorial Way APT #1, Hayward, CA 94544

Bedrooms:2, **Bathrooms:** 1

Price: \$1,050.00, **Deposit:** .

Type: Apt

32303 ITHACA ST , HAYWARD, CA 94544

Bedrooms:3, **Bathrooms:** 1

Price: \$1,650.00, **Deposit:** 1650

Type: House

2060 Aldensgate Way , Hayward, CA 94545

Bedrooms:3, **Bathrooms:** 2

Price: \$1,750.00, **Deposit:** 1750

Type: Condo

21856 THELMA ST 2, Hayward, CA 94541

Bedrooms:2, Bathrooms: 1

Price: \$1,200.00, Deposit: .

Type: Apt

725 AUBURN PL 215, HAYWARD, CA 94544

Bedrooms:2, Bathrooms: 1.5

Price: \$1,300.00, Deposit: 1300

Type: Condo

2686 Leeward St , Hayward, CA 94545

Bedrooms:4, Bathrooms: 3

Price: \$1,850.00, Deposit: 2000.

Type: House

18854 MEEKLAND AVE , HAYWARD, CA 94541

Bedrooms:2, Bathrooms: 1

Price: \$1,300.00, Deposit: 1300.00

Type: Duplex

22430 SANTA CLARA ST , HAYWARD, CA 94541

Bedrooms:1, Bathrooms: 1

Price: \$1,350.00, Deposit: 1350

Type: House

400 WESTCHESTER ST , HAYWARD, CA 94544

Bedrooms:3, Bathrooms: 2

Price: \$1,895.00, Deposit: 950

Type: House

ATTACHMENT B

LOAN AGREEMENT
(LINE OF CREDIT)

THIS LOAN AGREEMENT ("Agreement") is made as of July __, 2011 by and between Preserving Alameda County Housing, Inc., a California nonprofit public benefit corporation, as "Borrower" ("Borrower"), and the Housing Authority of the County of Alameda, a public body, corporate, and politic ("Lender").

RECITALS

A. Lender is the owner of those certain low income public housing units located in Union City, California, formerly known as the Nidus and Dyer Project, CA067000001 (collectively, the "Property").

B. The Lender desires to convey the Property to the Borrower to allow the Borrower to rehabilitate the improvements located on the Property.

C. To assist the Borrower in rehabilitating the improvements located on the Property, the Lender desires to provide the Borrower with a revolving line of credit loan on the terms and conditions of this Agreement ("Loan") in the original principal amount and maximum amount of \$1,000,000 ("Loan Amount").

D. Lender is willing to make the Loan on the condition that Borrower, among other things, joins in the execution and delivery of this Agreement, and a Promissory Note executed at same time as this Agreement ("Note"), (the Agreement, and the Note are collectively the "Loan Documents").

NOW, THEREFORE, in consideration of the making of the Loan by Lender, and the covenants, agreements, representations and warranties set forth in this Agreement, the parties hereby covenant, agree, represent and warrant as follows.

ARTICLE I.
CERTAIN DEFINITIONS

"Affiliate(s)" means any person or Entity directly or indirectly controlling, controlled by, or under common control with Borrower or any person or Entity owning a material interest in Borrower, either directly or indirectly.

"Agreement" means this Loan Agreement, as the same may from time to time hereafter be modified, supplemented or amended.

"Approved Accounting Method" has the meaning set forth in Section 4.1 of this Agreement.

"Closing Date" is the day of the execution of this Agreement.

"Governmental Authority" means any national, federal, state, regional or local government, or any other political subdivision of any of the foregoing, in each case with jurisdiction over Borrower or the Guarantor exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government.

"Maturity Date" means August 1, 2016.

“Material Adverse Effect” means a material adverse effect upon (i) the business or the financial position or results of operation of Borrower, or (ii) the ability of Borrower to perform, or of Lender to enforce, any of the Loan Documents.

“Note” means and refers to the promissory note evidencing the Loan, dated as of the date hereof, made by Borrower to Lender, as such promissory note may be modified, amended, supplemented, extended or consolidated in writing, and any note(s) issued in exchange therefore or in replacement thereof.

“Person” means any individual, corporation, limited liability company, partnership, joint venture, estate, trust, unincorporated association, or any other Entity, any federal, state, county or municipal government or any bureau, department or agency thereof and any fiduciary acting in such capacity on behalf of any of the foregoing.

ARTICLE II. GENERAL TERMS

Section 2.1 Loan Commitment; Disbursement to Borrower; Prepayment.

(A) The Loan. Subject to, and upon the terms and conditions set forth herein, Lender hereby agrees to make the Loan to Borrower on the Closing Date, in the Loan Amount, which Loan will mature on the Maturity Date. Lender will not be obligated to make any advance to Borrower unless and until all of the following conditions precedent have been satisfied in form and substance satisfactory to Lender.

(i) Loan Documents. Lender has received evidence that all Loan Documents have been duly authorized, executed, and delivered by Borrower to Lender.

(ii) Event of Default. There shall not exist at the time of any advance a condition which would constitute an Event of Default.

(B) Multiple Advances. The Loan is a revolving line of credit with a total indebtedness up to the Loan Amount. Advances under this Loan may be requested in writing by Borrower pursuant to the Note. Lender will have no obligation to advance funds if either (i) an Event of Default has occurred and is ongoing, (ii) Borrower ceases to do business, or (iii) the occurrence or nonoccurrence of an event that could reasonably cause a Material Adverse Effect.

(C) The Note. The Loan shall be evidenced by the Note (made in the Loan Amount) executed and delivered in connection with the Loan. The Note shall bear interest at five percent (5%) per annum on the amount drawn as provided in the Note, and shall be subject to the repayment and prepayment of the indebtedness as provided for herein.

(D) Loan Prepayment. Borrower may pay without penalty all or any portion of Loan earlier than it is due.

ARTICLE III. REPRESENTATIONS AND WARRANTIES

In order to induce Lender to make the Loan to Borrower and in consideration of Lender’s reliance thereon, Borrower hereby represents, warrants and covenants, as follows:

Section 3.1 Representations and Warranties.

(A) Organization. Borrower is and, until the Loan is paid in full, will continue to (a) be a duly organized and validly existing corporation in good standing under the laws of the state of its formation, (b) have the requisite authority to carry on its business as now being conducted, (c) have the requisite authority to execute, deliver and perform its obligations under the Loan Documents, and (d) comply with all laws and regulations of the Governmental Authorities.

(B) HUD Approval. Lender and Borrower have obtained HUD approval for the conveyance of the Property to the Borrower.

(C) Authorization. The execution, delivery and performance of the Loan Documents and the borrowing evidenced by the Note (i) are within the applicable powers of the Borrower and each other party to the Loan Documents; (ii) have been authorized by all requisite action; (iii) have received all necessary approvals and consents, corporate, governmental or otherwise; and (iv) will not violate, conflict with, result in a breach of or constitute (with notice or lapse of time or both) a default under any provision of law, any order or judgment of any court or Governmental Authority, the articles of incorporation, by-laws, or other governing instrument of Borrower or any other party to the Loan Documents (other than Lender), or any agreement or other instrument to which Borrower or any other party to the Loan Documents (other than Lender) is a party or by which each such party is or may be bound or affected.

(D) Enforceability. The Loan Documents constitute the legal, valid and binding obligations of Borrower, enforceable against the Borrower in accordance with their respective terms.

(E) Financial Condition. (i) Borrower is solvent and no bankruptcy, reorganization, insolvency or similar proceeding under any state or federal law with respect to the Borrower has been initiated, (ii) Borrower has not entered into this Loan transaction with the intent to hinder, delay or defraud any creditor, and (iii) Borrower has no known contingent liabilities which could have a Material Adverse Effect.

(F) Litigation. There are no actions, suits or proceedings at law or in equity by or before any Governmental Authority now pending and served or, to the knowledge of Borrower, threatened against Borrower or any Guarantor that would have a Material Adverse Effect.

(G) Agreements. Borrower is not a party to any agreement or instrument or subject to any restriction which is likely to have a Material Adverse Effect. Borrower is not in default in any respect in the performance, observance or fulfillment of any of the material obligations, covenants or conditions contained in any indenture, agreement or instrument to which it is a party or by which Borrower is bound.

(H) No Defaults. No default or Event of Default exists under or with respect to any Loan Document.

Section 3.2 Full and Accurate Disclosure. No statement of fact made by or on behalf of Borrower in the Loan Documents or in any other document or certificate delivered to Lender by Borrower contains any untrue statement of a material fact or omits to state any material fact necessary to make statements contained herein or therein not misleading. There is no fact presently known to Borrower which has not been disclosed to Lender which will have a Material Adverse Effect, nor as far as Borrower can foresee, might have a Material Adverse Effect.

Section 3.3 Survival of Representations and Warranties. Borrower agrees that all representations, warranties and covenants made by Borrower shall survive the delivery of the Note and continue for so long as any portion of the Loan remains owing.

ARTICLE IV. COVENANTS

Section 4.1 Financial Reporting. Borrower shall keep adequate books and records of account in accordance with generally accepted accounting principles or a tax basis of accounting or in accordance with other methods of accounting acceptable to Lender in its sole discretion, consistently applied ("Approved Accounting Method") and shall furnish to Lender the following, which shall be prepared, dated and certified by Borrower as true, correct and complete in the form required by Lender, unless otherwise specified below:

(A) Within one hundred and eighty (180) days after the end of each fiscal year for Borrower, detailed financial reports covering the full and complete operation of all of the Borrower's business, prepared in accordance with the Approved Accounting Method, including, without limitation, income and expense statements;

(B) Such other financial statements, and such other information and reports as may, from time to time, be reasonably required by Lender.

Section 4.2 Transfer of Loan by Lender. Lender may, at any time, sell, transfer or assign the Note and the other Loan Documents. Lender may forward to each prospective purchaser, transferee, assignee, servicer, participant, or investor, all documents and information which Lender now has or may hereafter acquire relating to the Loan and to Borrower, as Lender determines necessary or desirable. Borrower agrees that it shall cooperate with Lender and use Borrower's reasonable efforts to facilitate the consummation of any such sale, transfer, or assignment.

Section 4.3 Compliance. Borrower shall comply with all rules and regulations of any Governmental Authority.

Section 4.4 Notices of Claims and Litigation. Borrower shall promptly inform Lender in writing of (i) any actual or threatened Material Adverse Effect and (ii) all existing or threatened litigation, claims, assessments, administrative proceedings, or other similar actions affecting Borrower which could have a Material Adverse Effect on either Borrower.

Section 4.5 Proceeds. Borrower shall use all advances solely for Borrower's business operations.

Section 4.6 Negative Covenants. Borrower shall not sell, transfer, mortgage, assign, pledge, lease, grant a security interest in, encumber, or permit any encumbrance of Borrower's assets, except in the ordinary course of business. Borrower shall not (i) except for any debt incurred in the ordinary course of business and the Loan, incur or assume any indebtedness for borrowed money, (ii) engage in any business activities substantially different than those in which Borrower is engaged as of the date of this Agreement, (iii) cease operations, liquidate, merge, acquire, or consolidate with any other entity, (iv) loan, invest money in, or advance money or assets to any other person or entity, (v) incur any obligation as surety or guarantor other than in the ordinary course of business, or (vi) enter into any agreement containing a provision that would violate or breach the Borrower's obligations under the Loan Documents.

ARTICLE V.
DEFAULTS AND REMEDIES

Section 5.1 Remedies. Upon the occurrence of an Event of Default (including, without limitation, a breach of this Agreement), all or any one or more of the rights, powers and other remedies available to Lender against Borrower under this Agreement, or the Note, or at law or in equity may be exercised by Lender at any time and from time to time, without notice or demand, whether or not all or any portion of the indebtedness to Lender shall be declared due and payable, and whether or not Lender shall have commenced any action for the enforcement of its rights and remedies under any of the Loan Documents. Any such actions taken by Lender shall be cumulative and concurrent and may be pursued independently, singly, successively, together or otherwise, at such time and in such order as Lender may determine in its discretion, to the fullest extent permitted by law, without impairing or otherwise affecting the other rights and remedies of Lender permitted by law, equity or contract or as set forth herein or in the other Loan Documents.

Section 5.2 Lender Expenditures. If Borrower fails to comply with any terms of the Loan Documents, Lender may, but is not in any way obligated to, take any such action on Borrower's behalf that Lender deems appropriate.

ARTICLE VI.
MISCELLANEOUS

Section 6.1 No Liability of Lender. Borrower acknowledges and agrees that Lender's acceptance or approval of any action of Borrower or any other matter requiring Lender's approval, satisfaction, acceptance or consent pursuant to this Agreement or the other Loan Documents, including any report, certificate, financial statement, appraisal or insurance policy, will not be deemed a warranty or representation by Lender of the sufficiency, legality, effectiveness or other import or effect of such matter.

Section 6.2 No Third Parties Benefited. This Agreement is between and for the sole benefit of Borrower and Lender, and Lender's successors and assigns, and creates no rights whatsoever in favor of any other Person and no other Person will have any rights to rely hereon.

Section 6.3 Time is of the Essence. Time is of the essence of each of Borrower's obligations under this Agreement. The waiver by Lender of any default or Event of Default under this Agreement will not be deemed a waiver of any subsequent default or Event of Default.

Section 6.4 Term. This Agreement shall continue in full force and effect until such time as all of the Borrower's indebtedness to the Lender has been paid in full.

Section 6.5 Binding Effect; No Borrower Assignment. This Agreement will be binding upon and inure to the benefit of Borrower and Lender and their respective heirs, executors, administrators, successors and assigns, provided however Borrower may not assign its rights or interests in this Agreement without the prior consent of Lender, which may be withheld in Lender's discretion.

Section 6.6 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts when taken together shall constitute but one agreement.

Section 6.7 Integration; Amendments; Consents. This Agreement, together with the other Loan Documents, constitutes the entire agreement of the parties with respect to the Loan, and supersedes

any prior negotiations or agreements, and supersedes any loan application submitted by Borrower to Lender and any commitment letter for the Loan delivered by Lender to Borrower. No modification, extension, discharge, termination or waiver of any provision of this Agreement or the other Loan Documents will be effective unless in writing, signed by the Person against whom enforcement is sought, and will be effective only in the specific instance for which it is given.

Section 6.8 Governing Law. The Loan will be deemed to have been made in the State of California, and this Agreement and the other Loan Documents will be governed by and construed and enforced in accordance with the laws of the State of California without regard to conflicts of laws principles. Borrower and Lender each unconditionally and irrevocably waives any right to assert that the law of any other jurisdiction governs this Agreement and the other Loan Documents.

Section 6.9 Jurisdiction. Borrower irrevocably (a) agrees that any suit, action or other legal proceeding arising out of or relating to this Agreement, the Note, or the other Loan Documents may be brought in a the Superior Court of Alameda County in the State of California or in the Northern District Court of the United States located in the State of California, (b) submits to the jurisdiction of each such court in any such suit, action or proceeding and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Borrower irrevocably consents to the service of any and all process in any such suit, action or proceeding by service of copies of such process to Borrower at its address set forth above. Nothing in this Section 6.9 will affect the right of Lender to serve legal process in any other manner permitted by law or affect the right of Lender to bring any suit, action or proceeding against Borrower or Borrower's assets in the courts of any other jurisdiction.

Section 6.10 Severability of Provisions. If a court of competent jurisdiction finds any provision of this Agreement or the other Loan Documents to be invalid or unenforceable as to any Person or circumstance in any state, such finding will not render that provision invalid or unenforceable as to any other Person or circumstance or in any other state. Where permitted by law, any provision found invalid or unenforceable will be deemed modified to the extent necessary to be within the limits of enforceability or validity; however, if such provision cannot be deemed so modified, it will be deemed stricken and all other provisions of this Agreement in all other respects will remain valid and enforceable.

Section 6.11 Preferences. Lender will have no obligation to marshal any assets for the benefit of Borrower or any other Person or in satisfaction of any or all of the Loan. Lender will have the continuing and exclusive right to apply or reverse and reapply any and all payments by Borrower to any portion of the Loan.

Section 6.12 Joint and Several Obligations. If this Agreement is executed by more than one Person as Borrower, the obligations under the Loan Documents to Lender will be joint and several obligations.

Section 6.13 No Joint Venture or Partnership. Borrower and Lender intend that the relationship created under this Agreement and the other Loan Documents be solely that of borrower and lender. Nothing is intended to create a joint venture or partnership between Borrower and Lender.

Section 6.14 Waiver of Counterclaim. Borrower hereby waives, to the extent permitted by applicable law, the right to assert any counterclaim, other than a compulsory counterclaim, in any action or proceeding brought against Borrower by Lender under any of the Loan Documents.

Section 6.15 Headings, etc. The headings and captions of various paragraphs of this Agreement are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

Section 6.16 Capitalized Terms. Capitalized terms used herein and not otherwise defined shall have those meanings given to them in the other Loan Documents.

IN WITNESS WHEREOF, Borrower and Lender have hereunto caused this Agreement to be executed on the date first above written.

LENDER:

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA, a public body, corporate and politic

By: _____
Christine Gouig, its Executive Director

BORROWER:

PRESERVING ALAMEDA COUNTY HOUSING, INC., a California nonprofit public benefit corporation

By: _____
Christine Gouig, its Secretary

PROMISSORY NOTE

\$1,000,000

Hayward, California
July __, 2011

FOR VALUE RECEIVED, the undersigned Preserving Alameda County Housing, Inc., a California nonprofit public benefit corporation ("**Borrower**"), whose address is 22941 Atherton Street, Hayward, California 944541-6633, promises to pay to the order of the Housing Authority of the County of Alameda, a public entity, corporate and politic ("**Lender**"), at 22941 Atherton Street, Hayward, California 944541-6633, or at such other place as may be designated in writing by Lender, the principal sum of ONE MILLION and no/100 Dollars (\$1,000,000.00) or so much as may be outstanding, with interest accruing at five percent (5%) per annum on the amount drawn. All sums owing hereunder are payable in lawful money of the United States of America, in immediately available funds.

This Note evidences the loan made to Borrower by Lender in connection with the loan agreement entered into between the Borrower and Lender executed on even date herewith. The Borrower shall use the funds advanced under this Note for rehabilitation expenses for those improvements situated on those certain parcels of real property located in Union City, California, formerly known as the Nidus and Dyer Project, CA067000001. This Note covers a line of credit in the principal amount of One Million Dollars (the "**Credit Line**") which is the maximum amount Borrower may have outstanding at any one time. Borrower may borrow, repay and re-borrow up to the amount of the Credit Line through the Maturity Date, as defined below. Borrower agrees not to request, attempt or obtain an advance that would cause the outstanding principal balance to exceed the Credit Line. Borrower agrees to repay immediately any amount which exceeds the Credit Line. The Lender, with at least ten (10) days previous written notice, may decrease or increase the amount of the Credit Line.

All Principal thereon shall be due and payable on August 1, 2016 (the "**Maturity Date**").

If Borrower fails to pay any sum when due hereunder, including, without limitation, the principal balance hereof on the Maturity Date or earlier acceleration of all sums due hereunder in accordance with the terms of this Note, the interest rate applicable to the then outstanding principal balance of this Note shall be ten percent (10%) per annum (the "**Default Rate**").

Borrower may prepay all or any portion of the principal balance of this Note at any time or from time to time.

No previous waiver and no failure or delay by Lender in acting with respect to the terms of this Note shall constitute a waiver of any breach, default, or failure of condition under this Note. A waiver of any term of this Note must be made in writing and shall be limited to the express written terms of such waiver. In the event of any inconsistencies between the terms of this Note and the terms of any other document related to the loan evidenced by this Note, the terms of this Note shall prevail.

If any interest or other charges payable hereunder are ever determined to exceed the maximum amount permitted by law, or are considered to be "usurious" under applicable law, the Borrower agrees that (a) the amount of interest or other charges payable by the Borrower hereunder shall

be reduced to the maximum amount permitted by law, and (b) any excess amount previously collected from the Borrower hereunder which exceeded the maximum amount permitted by law will be credited against the then outstanding principal balance. If the outstanding principal balance has been paid in full, the excess amount will be refunded to Borrower by Lender.

Borrower waives: presentment; demand; notice of dishonor; notice of default or delinquency; notice of acceleration; notice of protest and nonpayment; notice of costs, expenses or losses and interest thereon; notice of late charges; and diligence in taking any action to collect any sums owing under this Note.

Time is of the essence with respect to every provision hereof. This Note shall be construed and enforced in accordance with the laws of the State of California, and all persons and entities in any manner obligated under this Note consent to the jurisdiction of any state court within the State of California having proper venue and also consent to service of process by any means authorized by California law.

All notices or other communications required or permitted to be given pursuant to this Note shall be in writing, given by certified mail, return receipt requested, hand delivery, or courier at the addresses set forth in the first paragraph of this Note.

"BORROWER"

PRESERVING ALAMEDA COUNTY HOUSING, INC.
a California nonprofit public benefit corporation

By: _____
Christine Gouig, Secretary