



**HOUSING COMMISSION AGENDA**

Special Meeting Date: July 26, 2023

Time: 8:00 a.m.

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

*The meeting location is open to the public. Members of the public also have the option to observe and participate in the meeting remotely at the following link: <https://us02web.zoom.us/j/88460095724>*

*If attending in person and you wish to speak on a matter, please request a speaker slip from the Housing Commission Clerk, fill it out then return the speaker slip to her as soon as possible before the start of the meeting. Members of the public who are participating remotely should submit their written comment(s) to: [melissat@haca.net](mailto:melissat@haca.net).*

*For both in-person and remote attendees, if you wish to comment on a matter NOT on the Housing Commission’s agenda, please wait until the Chairperson calls for PUBLIC COMMENT. To comment a specific item on the meeting agenda, please wait for the Chairperson to call for public comments on that agenda item. There is a time limit of 3 minutes for each public speaker. The Chairperson has the discretion to further limit this time if warranted by the number of public speakers.*

*The Brown Act restricts the Housing Commission from discussing and/or taking action on any matters that are not on the meeting agenda. Therefore, matters that are raised during public comment will be referred to staff. We want to ensure everyone feels comfortable participating in Housing Commission meetings and is not intimidated by any public comments.*

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**HOUSING COMMISSION AGENDA (CONTINUED)**

Special Meeting Date: July 26, 2023

Time: 8:00 a.m.

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

**MEETING AGENDA (CONTINUED)**

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# **ELECTION OF OFFICERS**

**July 26, 2023**

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting Date: July 26, 2023

Subject: Election of Officers

Exhibits Attached: None

Recommendation: Elect Officers to the Chairperson and Vice Chairperson Positions  
for FY 2023-2024

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**DISCUSSION**

In accordance with the Housing Commission’s bylaws, the HACA Housing Commission must elect, by a majority vote, a Chairperson and Vice-Chairperson for a term of one (1) year. At the Commission’s regular meeting in May, Commissioners Gerry, Goldstein, and Hannon were appointed to the Nominating Committee.

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

**HOUSING COMMISSION**  
**MEETING MINUTES**  
**June 14, 2023**



**SUMMARY ACTION MINUTES**

**HOUSING COMMISSION**

**Regular Meeting Date: June 14, 2023**

**Meeting Time: 8:00 a.m.**

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

**CALL TO ORDER:**

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

**ROLL CALL:**

**Commissioners Present:**

Commissioner Pete Ballew  
Commissioner Mark Gerry  
Commissioner Daniel Goldstein  
Commissioner Michael Hannon  
Commissioner Michael McCorriston  
Chairperson Peggy McQuaid  
Vice Chairperson Yang Shao

**Entered after Roll Call:**

Commissioner Angela Finley

**Excused:**

Commissioner Courtney Welch

**2. CLOSED SESSION: CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**

*Pursuant to Government Code §54956.9 (Two Cases)*

- A. Name of Case: Rondash, et al. v. Housing Authority of the County of Alameda, et al., Superior Court of California, County of Alameda, Case No. 22CV012548
- B. Name of Case: Tamberlyn Crayton, et al. v. Housing Authority of the County of Alameda, Superior Court of California, County of Alameda, Case No. 23CV029139

The Housing Commission entered into a closed session at 8:02 a.m. and reconvened at 8:37 a.m. Chairperson McQuaid reported that no reportable actions were taken on the two matters discussed in the closed session.

**3. ACTION: APPROVAL OF THE MINUTES OF THE HOUSING COMMISSION’S SPECIAL MEETING HELD ON MAY 22, 2023**

**Recommendation:** Approve the minutes of the Housing Commission’s special meeting held on May 22, 2023.

**Motion/Second:** Shao/Gerry.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Finley, Gerry, Goldstein, Hannon, McCorrison, McQuaid, and Shao.

Abstain: Cmr. Sakakihara

Excused: Cmr. Welch

Motion passed. **APPROVED AS RECOMMENDED.**

#### **4. PUBLIC COMMENT**

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None.

#### **5. INFORMATION: EXECUTIVE DIRECTOR'S REPORT**

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Kurt Wiest, Executive Director, presented his staff report. Before going into the details of his report, Mr. Wiest welcomed and introduced the HACA management staff who were present at the meeting.

Mr. Wiest introduced and welcomed Seema Chawla and Helen Mayfield who were recently appointed to the HACA Housing Commission. He reported that their appointments were in the process of being approved by the Alameda County Board of Supervisors but in the meantime, they were present on Zoom and observing the meeting. He commented that staff is looking forward to having them on the Housing Commission.

Mr. Wiest reported that it is necessary to move the Housing Commission's July meeting to Wednesday, July 26, to allow enough time for staff to complete the reporting processes for the Section Eight Management Assessment Program (SEMAP). After a brief discussion the Commission agreed to the change in the meeting date. Cmr. McCorrison noted that he will be out of the country and will miss the July meeting.

Mr. Wiest updated the Housing Commission on the status of the Executive Director recruitment.

#### **6. NEW BUSINESS**

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##### **6-1. RESOLUTION NO. 07-23: APPROVING REVISIONS TO THE PERSONNEL RULES CHANGES IN HOLIDAY TERMS FOR THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

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Laura Broussard Rosen, Deputy Executive Director, presented the staff report. Ms. Broussard Rosen reported that new holiday terms were negotiated in the successor Memorandum of Understanding (MOU) between HACA and SEIU Local 1021 and that the HACA Housing Commission approved the successor MOU on May 22. She explained that it

is HACA's standard practice to apply the same holiday terms for represented employees to all HACA employees. Ms. Broussard Rosen reported that staff is proposing to amend HACA's Personnel Rules to update these holiday terms and summarized the proposed revisions.

Recommendation: Adopt Resolution No. 07-23 approving changes to holidays for HACA employees.

Commission Discussion: Cmr. McCorrison asked if the newly added holidays, such as the Juneteenth holiday scheduled for June 19, are effective upon approval and Ms. Broussard Rosen confirmed that they are effective immediately.

Motion/Second: Goldstein/Gerry.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Finley, Gerry, Goldstein, Hannon, McCorrison, McQuaid, Sakakihara, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

## **6-2. RESOLUTION NO. 08-23: APPROVING A COST OF LIVING ADJUSTMENT (COLA) FOR HACA'S MANAGEMENT EMPLOYEES**

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Laura Broussard Rosen presented the staff report. Ms. Broussard Rosen reported that each year in the fall, an annual survey of the housing authorities and cities in HACA's comparability pool is conducted to determine the Cost of Living Adjustment (COLA) for HACA's management employees. She explained that although the survey was conducted on time, it has been HACA's standard practice not to seek a COLA when labor contract negotiations are underway until the terms for a successor MOU are finalized. Ms. Broussard Rosen reported that based on the results of the survey the average COLA is 4.0% and recommended that the Housing Commission approve the COLA for management employees.

Recommendation: Adopt Resolution No. 08-23 approving a 4% cost of living adjustment for HACA's management employees, retroactive to June 25, 2022, the beginning of the first pay period of the fiscal year.

Commission Discussion: Cmr. Hannon asked if the management COLA was a multi-year or single year adjustment. Ms. Broussard Rosen explained that it is a single-year adjustment and that the surveys are conducted annually.

Motion/Second: Shao/Ballew.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Finley, Gerry, Goldstein, Hannon, McCorrison, McQuaid, Sakakihara, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

**6-3. RESOLUTION NO. 09-23: CONFIRMING AND CERTIFYING COMPLETION OF PUBLIC HOUSING PROGRAM CLOSEOUT REQUIREMENTS**

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Jennifer Cado, Senior Administrative Analyst, presented the staff report. Ms. Cado reported that over the course of a 4-year period, HACA converted all 230 of its units under the U.S. Department of Housing and Urban Development's (HUD) Public Housing Program to other, more viable, forms of assisted housing. She further reported that in May 2017, the Housing Commission adopted a resolution to confirm and certify the completion of certain requirements so that HACA could terminate all Annual Contribution Contracts (ACC) with HUD and closeout its Public Housing Program. Ms. Cado reported that HUD has now requested that HACA provide an updated resolution that complies with newer HUD Public Housing Program closeout requirements. She summarized the updated HUD requirements and recommended that the Housing Commission adopt the resolution.

Recommendation: Adopt Resolution No. 09-23 confirming and certifying completion of all Public Housing Program closeout requirements and approving termination of all Annual Contribution Contracts.

Commission Discussion: Cmr. Sakakihara and Mr. Wiest discussed the Park Terrace and Ocean Avenue developments. Cmr. Ballew asked that staff update the Housing Commission should HUD change the closeout requirements.

Motion/Second: Ballew/Goldstein.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Finley, Gerry, Goldstein, Hannon, McCorrison, McQuaid, Sakakihara, and Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

**6-4. RESOLUTION NO. 10-23: APPROVING CONTRIBUTION TO THE ALAMEDA COUNTY EMPLOYEES' RETIREMENT ASSOCIATION FOR THE JULY 1, 2023 – JUNE 30, 2024 FISCAL YEAR**

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Mansoorali Hudda, Finance Director, presented the staff report. Mr. Hudda reported that as a participating employer in the Alameda County Employees' Retirement Association (ACERA) pension system, HACA makes a contribution to ACERA each year to fund a 401(h) account that ACERA has established for the purpose of providing healthcare benefits to

retirees on a tax-exempt basis. He reported that the contribution amount for the July 1, 2023 – June 30, 2024 fiscal year is \$306,399.56 and recommended that the Commission adopt the resolution approving this contribution.

Recommendation: Adopt Resolution No. 10-23 approving a contribution to the Alameda County Employees' Retirement Association in the amount of \$306,399.56 for the July 1, 2023 – June 30, 2024 fiscal year.

Motion/Second: McCorriston/Finley

Commission Discussion: Cmr. Hannon asked if all participating member agencies of ACERA are required to make this contribution each fiscal year and Mr. Hudda confirmed that it is required of all ACERA members agencies.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmsrs. Ballew, Finley, Gerry, Goldstein, Hannon, McCorriston, McQuaid and Sakakihara.

Not present for the vote: Vice Chairperson Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

*Mansoorali Hudda, Finance Director introduced agenda items 6-5. and 6-6. He indicated that he would be presenting a PowerPoint presentation that covers both items but noted that the Housing Commission must take action on each agenda item separately.*

**6-5. ACTION: ACCEPT THE AUDIT FOR THE JULY 1, 2021 – JUNE 30, 2022 FISCAL YEAR**

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Mansoorali Hudda presented the staff report which included a PowerPoint presentation. Mr. Hudda reported that an audit of the financial operations and internal controls for all HACA's programs, including those activities carried out by PACH, Inc. for the July 1, 2021 – June 30, 2022 fiscal year was conducted by auditors Harshwal & Company LLP. He highlighted key sections of the audit and reported that no findings were identified by the auditor. He reported that the Budget/Audit/Negotiations (BAN) Committee recommends that the Housing Commission accept the results of the audit.

Recommendation: Accept the results of the audit for the July 1, 2021 – June 30, 2022 fiscal year.

Commission Discussion: Cmr. Hannon and congratulated HACA on the audit. Cmr. Hannon commented that he agrees with the Governmental Accounting Standards Board (GASB) requirement that government agencies identify employee pension obligations because this requirement promotes transparency and Mr. Hudda agreed. Cmr. Ballew thanked Mr.

Hudda and HACA staff for their work in ensuring a clean audit. Cmr. Ballew and Mr. Hudda discussed Eden Housing's loan with HACA. For the benefit of the newer commissioners, Mr. Wiest explained that many years ago, HACA partnered with Eden Housing on the redevelopment of the former Arroyo Vista public housing project located in the City of Dublin and that the loan being discussed was related to that project. Cmr. Ballew asked if staff are able to split the administrative costs among other funds. Mr. Hudda explained that HACA is doing this now and provided some examples. Cmr. McCorriston congratulated staff on the audit. Cmr. McCorriston, Mr. Hudda, and Mr. Wiest discussed the format of the audit. Cmr. Goldstein asked that staff post HACA's financial reports on the HACA website and Mr. Wiest indicated that staff would work on creating a section on the website where the public can view these reports.

Motion/Second: Goldstein/Sakakihara.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Finley, Gerry, Goldstein, Hannon, McCorriston, McQuaid and Sakakihara.

Not present for the vote: Cmr. Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

**6-6. RESOLUTION NO. 11-23: APPROVING THE OPERATING BUDGET FOR THE JULY 1, 2023 – JUNE 30, 2024 FISCAL YEAR**

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Kurt Wiest introduced this item and thanked the members of the BAN Committee for their time and for meeting with staff to review the budget. Mansoorali Hudda presented the staff report which included a PowerPoint presentation. In his presentation, Mr. Hudda discussed HACA's operating expenses and projected deficit. He reported that the members of the BAN Committee have reviewed the proposed operating budget and recommend that the Housing Commission approve the proposed budget.

Recommendation: Adopt Resolution No. 11-23 approving the operating budget for the July 1, 2023 – June 30, 2024 fiscal year.

Commission Discussion: Cmr. Sakakihara and Mr. Hudda discussed the operating income and rental revenue listed in the budget. Mr. Hudda clarified that the rental revenue is from the rent that HACA pays to the Housing Development Fund (HDF) for the use of HACA's office building. They also discussed the PACH property management fees. Cmr. Sakakihara asked if there is an issue in using the HDF and/or rental revenues to eliminate the deficit. Mr. Hudda explained while this is certainly an option that the Housing Commission and PACH Board can utilize, it is not sustainable in the long term. He explained that the labor costs will continue to grow each year at a faster rate than the funding from the federal

government. He further explained that depleting these funds over time to reduce the deficit means that the funds won't be available in the future to develop more affordable housing and/or supplement funding should the funding proration fall below sustainable levels. Mr. Wiest commented that the fundamental issue is that the federal government is not fully funding housing authorities across the nation for the actual costs of administering the Housing Choice Voucher program and that it is possible that HUD may return to lower levels in the future. Cmr. Goldstein and Mr. Wiest discussed some of the advocacy efforts that housing authorities have been involved in. Mr. Wiest commented that congressional support in HACA's jurisdiction has been outstanding. Cmr. Gerry and Mr. Hudda discussed the insufficient HUD funding prorations that staff has had to use for the budget projections. Cmr. McCorriston praised the commission and HACA staff for dealing with these funding challenges. Cmr. McCorriston asked how staff plan to create efficiencies to drive down costs. Mr. Hudda indicated that one area that HACA will explore in the future is the additional use of software solutions to streamline processes. Ms. Broussard Rosen stated that HACA has made significant changes in the structure of the organization and is approaching a point where labor costs will start to stabilize. Cmr. Hannon thanked staff for putting the budget together and working through some of these challenges. He commented that he'd like staff to explore the possibility of partnering with the state to tap into the state funding that has been allocated to deal with the state's homeless issues. Mr. Wiest commented that HACA has been looking into some potential partnerships and ways that HACA can leverage its available Project-Based Vouchers (PBVs). Cmr. Ballew commented that HACA should be proud of being able to carry out the work that it has accomplished despite these funding challenges and he thanked staff for their hard work. Cmr. Goldstein thanked staff for the work on the budget. He suggested that staff explore opportunities for partnering with cities that have land for affordable housing since the greatest source of revenue is from the properties that HACA owns.

Public comment:

A public comment was submitted via the Zoom chat feature. A member of the public with the screen name, "Motorola one 5g ace," entered the following comment into the chat:

*"When the governor of California mentions greater bay area. ...sf CA. SJ CA and Oakland CA. Work together to Emeryville. Sacto and Ia. To get..."*

Motion/Second: Goldstein/McCorriston.

Upon a roll call of the votes being taken the votes were:

Ayes: Cmr. Ballew, Finley, Gerry, Goldstein, Hannon, McCorriston, McQuaid and Sakakihara.

Not present for the vote: Cmr. Shao.

Motion passed. **APPROVED AS RECOMMENDED.**

**6-7. INFORMATION: PROGRAM ACTIVITY REPORT**

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Report received with no questions or comments from the Housing Commission.

**7. INFORMATION: COMMISSIONER REPORTS**

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Cmr. Hannon thanked Chairperson McQuaid for her service as the Housing Commission Chairperson and praised her for her dedication. Cmr. Sakakihara and Mr. Wiest briefly discussed the vacant property in Union City that HACA owns in partnership with the city. Cmr. Sakakihara commented that he'd be interested in exploring the use of that property for affordable housing and Mr. Wiest stated that he will put together information on the property's history for Cmr. Sakakihara. Cmr. Goldstein extended an invitation to the City of Hayward's Juneteenth celebration and announced that the City of Hayward will be holding events in the coming weeks as part of an effort to revitalize downtown Hayward.

**8. ADJOURNMENT**

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There being no further business to discuss Chairperson McQuaid adjourned the meeting at 9:58 a.m.

Respectfully submitted,

Melissa Taesali  
Executive Assistant

**EXECUTIVE DIRECTOR'S REPORT**  
**July 26, 2023**

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

### EXECUTIVE DIRECTOR'S REPORT

Meeting Date: July 26, 2023

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1. **All Housing Commission Positions Filled:** With the addition of new Commissioners Seema Chawla and Helen Mayfield, all twelve positions on HACA's Housing Commission are now filled, including the two resident commissioner positions.
2. **Meet & Greet After September Commission Meeting:** Following the adjournment of the September 13<sup>th</sup> Housing Commission meeting, Commissioners and HACA staff are invited to the interior courtyard to visit and enjoy light refreshments. If schedules allow, we hope Commissioners and staff will use this opportunity to make introductions and get to know each other better.
3. **Executive Director Recruitment Status Report:** The posting of the HACA Executive Director job announcement was made at the end of June and letters of interest and resumes are due by Monday, August 7<sup>th</sup>. Our recruitment consultant, Avery Associates, has cast a wide local and national net with the posting, including with many housing-related professional organizations. The position announcement can be found on HACA's website, [www.haca.net](http://www.haca.net). We are on schedule with the recruitment and expect to have an initial screening of qualified applicants completed by early September.
4. **Executive Director Annual Performance Review:** My self-evaluation has been completed and submitted for review to the Housing Commission chair and Personnel Committee chair. Closed sessions with the Personnel Committee and full Housing Commission will be scheduled in September regarding the performance review.

# **NEW BUSINESS**

**July 26, 2023**

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting Date: July 26, 2023

Subject: Section Eight Management Assessment Program (SEMAP)

Exhibits Attached: Resolution No. 12-23

Recommendation: Adopt the Attached Resolution Authorizing Submission of the SEMAP Certification to HUD

Financial Statement: None

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**BACKGROUND**

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

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

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

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

Every PHA must submit its SEMAP Certification within 60 days of the end of its fiscal year. HACA's is due by August 29, 2023, as our fiscal year ended June 30<sup>th</sup>.

### **DISCUSSION AND ANALYSIS**

This is HACA's first required SEMAP Certification submission since fiscal year July 1, 2018 through June 30, 2019. During the past three years of the COVID-19 pandemic, HUD provided waivers for PHAs to utilize pre-pandemic SEMAP ratings in recognition of the pandemic's significant impact on overall operations and staffing, which directly affect SEMAP indicators.

The attached SEMAP Certification is a product of random sampling done internally by staff for the fiscal year July 1, 2022 through June 30, 2023, and data from HUD's national database of tenant information. HACA's overall rating is "standard" with 83% (120 points).

While HACA continues to make significant progress in improving operations and increasing staff capacity after the height of the pandemic, staff did anticipate losing points for the following indicators as described below:

#### Indicator #6, Housing Quality Standards (HQS) Enforcement: HACA Score – 0 out of 10 points

This indicator is scored 10 points or 0 points. It measures whether any cited life-threatening HQS deficiencies were corrected within 24 hours of the inspection, whether all other cited HQS deficiencies were corrected within 30 days of the HQS inspection or any HACA-approved extension, and whether HACA abated housing assistance payments if HQS deficiencies were not corrected timely. All applicable requirements must be met to receive 10 points. While the majority of the sample cases met at least one criteria for this indicator and were ultimately resolved, only 32% percent of the cases met all criteria for compliance and therefore HACA scored 0 points. HACA recently became fully staffed and is actively working to improve its performance and anticipates scoring points for this indicator in the coming year.

#### Indicator #9, Annual Reexaminations: HACA Score – 0 out of 10 points

This indicator is scored 10, 5, or 0 points. It measures whether HACA conducts required annual reexaminations timely. HACA had 21% late reexaminations and therefore scored 0 points. HACA recently became fully staffed and is actively working to improve its performance and anticipates scoring points for this indicator in the coming year.

Indicator # 13, Lease-Up: HACA Score – 15 out of 20 points

This indicator is scored, 20, 15, or 0 points. It measures the percentage of expended budget authority or leased units. HACA is leasing over 95% of its units and utilizing nearly 92% of its budget authority; however, would have needed to either lease 98% of its units or expend 98% of its budget authority to receive full points. HACA had been conservative in leasing during the pandemic, and also received an unanticipated larger than average annual funding increase during the fiscal year due to the inflation factor applied for 2023. HACA did not have sufficient time to increase leasing by the end of the fiscal year; however, HACA is actively working to increase leasing and anticipates scoring full points in the coming year.

The above indicators are those that were most impacted by HACA's operational and staff capacity challenges during the pandemic.

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

<b>SEMAP Certification Review 2017 to 2023</b>						
<b>Indicator</b>	<b>Indicator Description</b>	<b>Maximum Number of Possible Points</b>	<b>2017 Final Earned Points</b>	<b>2018 Final Earned Points</b>	<b>2019 Final Earned Points</b>	<b>2023 Certification</b>
<b>1</b>	Wait List	15	15	15	15	15
<b>2</b>	Reasonable Rent	20	20	20	15	20
<b>3</b>	Determination of Adjusted Income	20	20	20	15	20
<b>4</b>	Utility Allowance Schedule	5	5	5	5	5
<b>5</b>	HQS Quality Control Inspections	5	5	5	5	5
<b>6</b>	HQS Enforcement	10	10	10	10	0
<b>7</b>	Expanding Housing Opportunities	5	5	5	5	5
<b>8</b>	Payment Standards	5	5	5	5	5
<b>9</b>	Annual Reexaminations	10	10	0	10	0
<b>10</b>	Correct Tenant Rent Calculations	5	5	5	5	5
<b>11</b>	Pre-Contract HQS Inspections	5	5	5	5	5
<b>12</b>	Annual HQS Inspections	10	10	10	10	10
<b>13</b>	Lease-Up	20	20	20	20	15
<b>14</b>	FSS Enrollment & Escrow Accounts	10	10	10	10	10
<b>Earned Points</b>			145	135	135	135
<b>Deconcentration Bonus – Extra 5 Points</b>		5	5	0	0	0
<b>Total Earned Points</b>		145	150	135	135	120
<b>Maximum Number of Points Possible</b>		145	145	145	145	145
<b>FINAL SCORE as a Percentage</b>		100%	100%	93%	93%	83%
<b>SEMAP RATING</b>			<b>High</b>	<b>High</b>	<b>High</b>	<b>Standard</b>

**RECOMMENDATION**

Staff recommends that your Commission adopt the Resolution presented at this meeting to approve the SEMAP certification, including any necessary final adjustments, and authorize submission of the SEMAP certification to HUD.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**RESOLUTION NO. 12-23**

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

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

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

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

**WHEREAS**, the Housing Authority of the County of Alameda has completed its SEMAP analysis for the July 1, 2022 – June 30, 2023 fiscal year and is prepared to submit its certification to HUD;

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

**PASSED, APPROVED, AND ADOPTED** by the Housing Commission of the Housing Authority of the County of Alameda on July 26, 2023 by the following vote:

**AYES:**

**NAYS:**

**ABSTAIN:**

**EXCUSED:**

**ABSENT:**

**Attest:**

\_\_\_\_\_  
**Kurt Wiest**  
**Executive Director/Housing Commission Secretary**

\_\_\_\_\_  
**Housing Commission Chairperson**

**Adopted: July 26, 2023**

Field Office: 9APH SAN FRANCISCO HUB OFFICE  
 Housing Agency: CA067 Alameda County  
 PHA Fiscal Year End: 6/30/2023

OMB Approval No. 2577-0215

**SEMAP CERTIFICATION (Page 1)**

Public reporting burden for this collection of information is estimated to average 12 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and you are not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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

Check here if the PHA expends less than \$300,000 a year in federal awards

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

**Performance Indicators****1 Selection from Waiting List (24 CFR 982.54(d)(1) and 982.204(a))**

a. The HA has written policies in its administrative plan for selecting applicants from the waiting list.

PHA Response  Yes  No

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

PHA Response  Yes  No

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

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

PHA Response  Yes  No

b. The PHA's quality control sample of tenant files for which a determination of reasonable rent was required to show that the PHA followed its written method to determine reasonable rent and documented its determination that the rent to owner is reasonable as required for (check one):

PHA Response  At least 98% of units sampled  80 to 97% of units sampled  
 Less than 80% of units sampled

**3 Determination of Adjusted Income (24 CFR part 5, subpart F and 24 CFR 982.516)**

The PHA's quality control sample of tenant files show that at the time of admission and reexamination, the PHA properly obtained third party verification of adjusted income or documented why third party verification was not available; used the verified information in determining adjusted income; properly attributed allowances for expenses; and, where the family is responsible for utilities under the lease, the PHA used the appropriate utility allowances for the unit leased in determining the gross rent for (check one):

PHA Response  At least 90% of files sampled  80 to 89% of files sampled  
 Less than 80% of files sampled

**5 HQS Quality Control (24 CFR 982.405(b))**

The PHA supervisor (or other qualified person) reinspected a sample of units during the PHA fiscal year, which met the minimum sample size required by HUD (see 24 CFR 985.2), for quality control of HQS inspections. The PHA supervisor's reinspected sample was drawn from recently completed HQS inspections and represents a cross section of neighborhoods and the work of cross section of inspectors.

PHA Response  Yes  No

**6 HQS Enforcement (24 CFR 982.404)**

The PHA's quality control sample of case files with failed HQS inspections shows that, for all cases sampled, any cited life-threatening HQS deficiencies were corrected within 24 hours from the inspection and, all other cited HQS deficiencies were corrected within no more than 30 calendar days from the inspection or any PHA-approved extension, or, if HQS deficiencies were not corrected within the required time frame, the PHA stopped housing assistance payments beginning no later than the first of the month following the correction period, or took prompt and vigorous action to enforce the family obligations for (check one):

PHA Response  At least 98% of cases sampled  Less than 98% of cases sampled

**7 Expanding Housing Opportunities.**

(24 CFR 982.54(d)(5), 982.153(b)(3) and (b)(4), 982.301(a) and 983.301(b)(4) and (b)(12))

Applies only to PHAs with jurisdiction in metropolitan FMR areas

Check here if not applicable

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

PHA Response  Yes  No

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

PHA Response  Yes  No

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

PHA Response  Yes  No

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

PHA Response  Yes  No

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

PHA Response  Yes  No

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

PHA Response  Yes  No

**8 Payment Standards(24 CFR 982.503)**

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

PHA Response  Yes  No

FMR Area Name

FMR 1 of 1

Enter current FMRs and payment standards (PS)

0-BR FMR	<input type="text" value="1658"/>	1-BR FMR	<input type="text" value="1969"/>	2-BR FMR	<input type="text" value="2405"/>	3-BR FMR	<input type="text" value="3144"/>	4-BR FMR	<input type="text" value="3706"/>
PS	<input type="text" value="1614"/>	PS	<input type="text" value="1938"/>	PS	<input type="text" value="2421"/>	PS	<input type="text" value="3360"/>	PS	<input type="text" value="3761"/>

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

FMR Area Name

FMR 2 of 2



Enter current FMRs and payment standards (PS)

0-BR FMR	<input type="text" value="1658"/>	1-BR FMR	<input type="text" value="1969"/>	2-BR FMR	<input type="text" value="2405"/>	3-BR FMR	<input type="text" value="3144"/>	4-BR FMR	<input type="text" value="3706"/>
PS	<input type="text" value="1659"/>	PS	<input type="text" value="2010"/>	PS	<input type="text" value="2510"/>	PS	<input type="text" value="3405"/>	PS	<input type="text" value="3978"/>

FMR Area Name

FMR 3 of 3



Enter current FMRs and payment standards (PS)

0-BR FMR	<input type="text" value="1658"/>	1-BR FMR	<input type="text" value="1969"/>	2-BR FMR	<input type="text" value="2405"/>	3-BR FMR	<input type="text" value="3144"/>	4-BR FMR	<input type="text" value="3706"/>
PS	<input type="text" value="1659"/>	PS	<input type="text" value="1994"/>	PS	<input type="text" value="2504"/>	PS	<input type="text" value="3380"/>	PS	<input type="text" value="3905"/>

FMR Area Name

FMR 4 of 4



Enter current FMRs and payment standards (PS)

0-BR FMR	<input type="text" value="1658"/>	1-BR FMR	<input type="text" value="1969"/>	2-BR FMR	<input type="text" value="2405"/>	3-BR FMR	<input type="text" value="3144"/>	4-BR FMR	<input type="text" value="3706"/>
PS	<input type="text" value="1598"/>	PS	<input type="text" value="1919"/>	PS	<input type="text" value="2375"/>	PS	<input type="text" value="3297"/>	PS	<input type="text" value="3733"/>

**9 Timely Annual Reexaminations(24 CFR 5.617)**

The PHA completes a reexamination for each participating family at least every 12 months.(24 CFR 5.617)

PHA Response  Yes  No

**10 Correct Tenant Rent Calculations(24 CFR 982, Subpart K)**

The PHA correctly calculates tenant rent in the rental certificate program and the family rent to owner in the rental voucher program (24 CFR 982,Subpart K)

PHA Response  Yes  No

**11 Pre-Contract HQS Inspections(24 CFR 982.305)**

Each newly leased unit passes HQS inspection before the beginning date of the assisted lease and HAP contract.(24 CFR 982.305)

PHA Response  Yes  No

**12 Continuing HQS Inspections(24 CFR 982.405(a))**

The PHA inspects each unit under contract as required (24 CFR 982.405(a))

PHA Response  Yes  No

**13 Lease-Up**

The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year. The PHA executes assistance contracts on behalf of eligible families for the number of units that has been under budget for at least one year

PHA Response  Yes  No

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

14a Family Self-Sufficiency Enrollment. The PHA has enrolled families in FSS as required. Applies only to PHAs required to administer an FSS program.

Check here if not applicable

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

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

b. Number of FSS families currently enrolled

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

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

0

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

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

### AGENDA STATEMENT

Meeting Date: July 26, 2023

Subject: Approve Reallocation of Veteran Affairs Supportive Housing (VASH) vouchers to the Housing Authority of the City of Alameda (AHA)

Exhibits: Resolution No. 13-23

Recommendation: Adopt the Resolution

### BACKGROUND

The Veterans Affairs Supportive Housing (VASH) program is a special purpose Housing Choice Voucher Program whereby HUD provides an increment of vouchers directly to a housing authority to assist veterans with their housing. The veterans are referred by the local Veterans Administration (VA) and must participate in case management services provided by the VA. HACA has been awarded 415 vouchers under the VASH program.

HUD periodically publishes notices to allow housing authorities an opportunity to express interest in receiving an additional allocation of VASH vouchers. The request from the housing authority must include a letter of support from the partnering Veterans Affairs Medical Center (VAMC). HACA partners with two VAMCs including the San Francisco Veterans Affairs Health Care System (San Francisco VA), formerly known as the Oakland VA/NorCal VA, which serves the cities of Albany, Emeryville, Hayward, San Leandro and San Lorenzo in HACA's jurisdiction. The Veterans Affairs Palo Alto Health Care System (Palo Alto VA) serves the cities of Castro Valley, Dublin, Fremont, Newark, Pleasanton, and Union City in HACA's jurisdiction.

On April 10, 2023, HUD published Notice PIH 2023-09 *2023 Mid-Year Registration of Interest for HUD-VASH Vouchers*. HACA did not register interest for VASH vouchers in partnership with the San Francisco VA, because HACA has unused San Francisco VA VASH vouchers from previous allocations. However, the Housing Authority of the City of Alameda (AHA) did register their interest but was not provided support from the San Francisco VA due to the large overall number of unused VASH vouchers in Alameda County. The AHA currently has 39 of its VASH vouchers leased with one additional family searching for housing and is in need of additional VASH vouchers both for an upcoming Project-Based Voucher project and to serve veterans through its tenant-based program. AHA reached out to some of the housing authorities in the region, including HACA, requesting potential reallocation of VASH vouchers to their program to meet the need.

Notice PIH 2022-25 *Voluntary Reallocation or Recapture of HUD-VASH Vouchers* outlines the requirements for HUD to reallocate VASH vouchers. These requirements include a letter of support from the partnering VAMC and a Board Resolution passed by both housing authorities.

#### **DISCUSSION and ANALYSIS**

HACA currently has 51 unutilized San Francisco VA VASH vouchers. As HUD generally offers registrations of interest on an annual basis, and the Biden Administration has recently declared veteran housing is a priority, HACA proposes to reallocate 20 of its San Francisco VA VASH vouchers to AHA. This reallocation ensures that currently available housing resources for the jurisdiction of the San Francisco VA can be utilized to address immediate needs.

As evidenced by the attached letter of support, the San Francisco VA supports this reallocation as veterans consistently prioritize living in the City of Alameda over other parts of Alameda County and the reallocation will allow veterans to continue to be housed in the location of their choosing.

#### **FISCAL IMPACT**

The reallocation of vouchers will be accompanied by the associated funding for these vouchers. As HACA has not utilized the vouchers there is no direct fiscal impact for HACA.

#### **RECOMMENDATION**

Staff recommends that your Commission adopt the Resolution presented at this meeting and authorize the Executive Director to submit it to HUD as well as any other information or documentation that HUD may require to complete the reallocation.



DEPARTMENT OF VETERANS AFFAIRS  
San Francisco VA Health Care System  
4150 Clement Street  
San Francisco, CA 94121

07/13/2023

Gerard Windt, Director  
HUD – Office of Public Housing  
One Sansome Street, Suite 1200  
San Francisco, CA 94104

Re: Reallocation of 20 HUD-VASH Vouchers from Alameda County (HACA) to the City of Alameda Housing Authority

Dear Mr. Windt,

The Ending Veteran Homelessness Initiative remains a priority of VISN 21's San Francisco VA Health Care System (SFVAHCS) and its Housing and Urban Development – Department of Veterans Affairs Supportive Housing (HUD-VASH) program.

After collaborative discussions with all involved community stakeholders, HACA (CA067) has agreed to reallocate 20 HUD-VASH Vouchers from their existing allocation to the City of Alameda Housing Authority (CA062). These 20 HUD-VASH Vouchers will support both project-based site in Alameda and tenant-based VASH participants.

HACA (CA067) currently has 51 unutilized HUD-VASH Vouchers. The City of Alameda Housing Authority has no unutilized HUD-VASH vouchers. Veterans consistently prioritize living in the City of Alameda over other parts of Alameda County. This reallocation will allow Veterans to continue to be housed in the location of their choosing.

The SFVAHCS (station 662) appreciates and values our continued partnership and supports this reallocation of HUD-VASH vouchers. If you need further assistance, please contact Acting HUD-VASH Director Adriana Der at [Adriana.Der@va.gov](mailto:Adriana.Der@va.gov).

Sincerely,

Terri J Sharp 109492 Digitally signed by Terri J Sharp 109492  
Date: 2023.07.14 12:35:05 -07'00'

Terri J. Sharp, BSN, MSM, RN, NEA-BC  
Acting, Associate Director for Patient Care Services/Nurse Executive  
San Francisco VA Health Care System

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**RESOLUTION NO.: 13-23**

**RESOLUTION APPROVING REALLOCATION OF VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) VOUCHERS TO THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**WHEREAS**, the Housing Authority of the County of Alameda, a public body, corporate and politic ("**HACA**"), operates a Veterans Affairs Supportive Housing ("**VASH**") program;

**WHEREAS**, HACA is currently underutilizing VASH vouchers;

**WHEREAS**, the Housing Authority of the City of Alameda ("**AHA**") is in need of 20 additional VASH vouchers;

**WHEREAS**, Notice PIH 2022-25 allows for a voluntary reallocation of VASH vouchers;

**WHEREAS**, HACA's partnering Veterans Affairs Medical Center, Veterans Integrated Services Network 21's San Francisco VA Health Care System Station 662 is supportive of a reallocation of VASH vouchers from HACA to AHA;

**NOW, THEREFORE, BE IT RESOLVED**, that the Housing Commission indicates support of the reallocation of 20 VASH vouchers to AHA;

**BE IT FURTHER RESOLVED**, that Housing Commission does hereby adopt Resolution 13-23 approving reallocation of VASH vouchers from HACA to AHA.

**BE IT FURTHER RESOLVED**: That the Executive Director of HACA, or his or her designee, is hereby authorized to submit this Resolution to HUD along with any and all other information, certifications, and/or documentation that HUD may require to process the reallocation.

**PASSED, APPROVED AND ADOPTED** by the Housing Commission of the Housing Authority of the County of Alameda on this 14th day of June 2023 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**EXCUSED:**

**ABSENT:**

**Attest:**

\_\_\_\_\_  
**Kurt Wiest**  
**Executive Director/Housing Commission Secretary**

\_\_\_\_\_  
**Housing Commission Chairperson**

**Adopted: July 26, 2023**

## HOUSING AUTHORITY OF ALAMEDA COUNTY

### AGENDA STATEMENT

Meeting Date: July 26, 2023

Subject: Amend and Renew PACH-HACA Property Management Agreement

Exhibits Attached: Attachment A: Amended Agreement

Recommendation: Approve Amended PACH-HACA Property Management Agreement

Financial Statement: None

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### BACKGROUND

On February 9, 2011, HACA's Housing Commission approved the formation of Preserving Alameda County Housing, Inc. (PACH), a non-profit corporation, for the purpose of acquiring from the Housing Authority of the County of Alameda (HACA) and operating former low-income public housing and other low-income housing. The units that HACA has transferred to PACH are managed by HACA under the terms of a property management agreement. The current agreement expires on August 1, 2023.

### DISCUSSION AND ANALYSIS

The current PACH-HACA Property Management Agreement includes the management of a total of 230 units, as detailed in Exhibit A of the agreement. HACA is proposing to renew this agreement for another 5-year term, from August 1, 2023 through August 1, 2028, and to modify provisions to reflect current staffing structures and management fees charged by HACA to PACH.

### RECOMMENDATION

Staff recommends that the Housing Commission approve the attached Amended PACH-HACA Property Management Agreement.

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

### AGENDA STATEMENT

Meeting Date: July 26, 2023

Subject: Appoint a Housing Commissioner to the Preserving Alameda County Housing, Inc. (PACH) Board of Directors

Exhibits Attached: None

Recommendation: Appoint a Housing Commissioner to the PACH Board of Directors

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### BACKGROUND

Preserving Alameda County Housing, Inc. (PACH) is a non-profit instrumentality of HACA organized under the Nonprofit Public Benefit Corporation Law for the purpose of providing affordable housing. HACA transferred ownership of its 230 former public housing units to PACH and the units are now subsidized under the Section 8 project-based voucher program. PACH contracts with HACA for all property management and maintenance services thus has no employees.

The PACH bylaws state that PACH's activities and affairs shall be managed by a five-member board of directors consisting of three HACA Commissioners, the HACA Executive Director and the HACA Finance Director.

### DISCUSSION AND ANALYSIS

Traditionally, the chair of HACA's Housing Commission serves as the PACH president, the vice-chair of HACA's Commission as the PACH vice-president, and a Housing Commissioner as the PACH 2<sup>nd</sup> vice-president.

The office of PACH 2<sup>nd</sup> vice-president is currently held by Commissioner Mark Gerry. There are no limits to the number of terms a HACA Housing Commissioner can serve on the PACH Board. The Housing Commission may reappoint Commissioner Gerry if the Housing Commission chooses or select another commissioner to appoint to the PACH Board of Directors.

The PACH Board of Directors will meet following this Housing Commission meeting to elect the Housing Commission's newly elected Chairperson and Vice Chairperson to the offices of president and vice-president respectively, as well as the Housing Commission's appointee to the office of 2<sup>nd</sup> vice-president.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting Date: July 26, 2023

Subject: Appoint Committee Members to the Budget/Audit/Negotiations Committee

Exhibits Attached: None

Recommendation: Appoint Committee Members

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**BACKGROUND**

In 2011, the HACA Housing Commission combined 2 separate ad-hoc committees, the Budget/Audit Committee, and the Negotiations Committee into 1 ad-hoc committee since the outcomes of HACA’s operating budget and the labor contract negotiations processes are so closely linked.

The new committee, called the Budget/Audit/Negotiations (BAN) Committee, was comprised of less than a quorum of the Housing Commission and adjourned from time to time to meet on matters related to the preparation of HACA’s operating budget, review of the annual audit, and provide guidance on labor contract negotiations.

**DISCUSSION**

The BAN Committee was initiated as an ad hoc committee; however, more recently it has evolved to function as a fixed committee, with continuing subject matter jurisdiction over matters of the budget, audit, and negotiations. Moving forward, and at the recommendation of County Counsel, the BAN Committee will be considered a fixed committee that is subject to the standard Brown Act requirements, including but not limited to public noticing and teleconferencing requirements.

The duties of the Budget/Audit/Negotiations Committee will continue to include:

- Reviewing the draft budget prepared by staff and communicating to the Commission its recommendations related to the budget;
- Meeting and consulting with management during the labor negotiating process as it relates to the memorandum of understanding (MOU) between HACA and SEIU 1021;
- Overseeing the independence and performance of the independent auditors;

- Providing an avenue of communication among the independent auditors, staff, and the Commissioners; and
- Representing and providing assistance to the Commission in fulfilling its fiduciary obligations with respect to matters involving the accounting, auditing, and financial reporting functions of the Housing Authority.

The current BAN Committee is comprised of Commissioners Ballew, Hannon, Gerry and Finley. There are no limits to the number of times a commissioner may serve on the BAN Committee and these commissioners may be reappointed if they are interested in continuing to serve on this committee. New commissioners or commissioners who have not had the opportunity to serve on this committee may volunteer as well; however, staff requests that the Housing Commission keep the membership of the BAN Committee to no more than 5 commissioners.

Staff recommends that the Housing Commission appoint a Budget/Audit/Negotiations Committee for fiscal year 2023-2024.

**PROGRAM ACTIVITY**  
**REPORT**  
**July 26, 2023**

## HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

### AGENDA STATEMENT

Meeting: July 26, 2023

Subject: Programs Activity Report

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

Recommendation: Receive Report

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### SECTION 8 HOUSING CHOICE VOUCHERS (HCV)

- **Lease-Up:** The below chart provides the number of Section 8 HCV program units under contract. This number includes HACA vouchers and portability clients for which we are being billed by the receiving housing authority but excludes portability clients for which we are billing the initial housing authority.

7/1/2023	6/1/2022	7/1/2021
6,841	6,715	6,348

- **HCV Program Utilization:** The below chart provides the average HAP subsidy, average tenant-paid portion, and average contract rent. These amounts include HACA vouchers, but do not include incoming and outgoing portability clients.

	7/1/2023	6/1/2022	7/1/2021
Average HAP Subsidy	\$1,774	\$1,771	\$1,738
Average Tenant-Paid Rent	\$618	\$563	\$559
Average Contract Rent	\$2,392	\$2,334	\$2,297

- ❖ The below chart provides the outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction) and incoming portability contracts where HACA billed other housing authorities.

	7/1/2023	6/1/2022	7/1/2021
Outgoing Billed Portability Contracts	95	79	128
Incoming Portability Contracts	61	19	254

- ❖ PACH has 230 project-based voucher (PBV) units. The chart below provides the number of these units that are leased.

7/1/2023	6/1/2022	7/1/2021
219	223	224

- **Section 8 Contract Reports:** Copies of the Contract Reports are attached. The Section 8 Contract and HAP Report includes HACA certificates, HACA vouchers and portability clients for which we are billing the initial housing authority. The Section 8 Average Contract Rent Report includes HACA vouchers and portability clients for which we are billing the initial housing authority.
- **Landlord Rental Listings:** As of July 3, 2023, there were 100 active properties listed.

	7/29/22	9/1/22	10/3/22	11/1/22	12/5/22	1/3/23
<b>Units</b>	491	44	42	44	56	54
	2/1/23	2/27/23	4/3	5/1/23	6/5/23	7/3/23
<b>Units</b>	58	73	82	90	110	100

- **HCV Housing Quality Standards (HQS) Inspections and Abatements:** The below chart provides quarterly information on HQS inspections and HQS abatements.

	Q2 2023		Q1 2023		Q4 2022	
Scheduled Annual Inspections	910		927		919	
Passed the Day Inspected	536	59%	638	69%	544	59%
Failed Inspection*	163	18%	136	15%	187	20%
No Shows or Deferred Due to COVID-19	207	23%	145	16%	180	20%
Moved Out Prior to Inspection	4	0%	8	1%	8	1%
HAP Abatements for Non-Compliance with HQS	3		4		4	

\*The increase in Failed Inspections this quarter is primarily due to new HUD requirements regarding carbon monoxide detectors in assisted units. While this has been a California requirement for many years, this is a newer requirement for HQS. We anticipate additional fails related to this item as it is enforced throughout the remainder of the year.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**  
**Section 8 Contract and HAP Report for the Month of June 2023**

City	Certificates		Vouchers		JUNE 2023 TOTAL		JUNE 2022	JUNE 2021
	Number	HAP*	Number	HAP**	Number	HAP		
		based on avg \$2,079		based on avg \$1,773				
Albany	0	\$0	11	\$19,503	11	\$19,503	11	12
Castro Valley	3	\$6,237	237	\$420,201	240	\$426,438	234	233
Dublin	3	\$6,237	421	\$746,433	424	\$752,670	423	413
Emeryville	6	\$12,474	163	\$288,999	169	\$301,473	156	157
Fremont	20	\$41,580	1,257	\$2,228,661	1,277	\$2,270,241	1,246	1,148
Hayward	38	\$79,002	1,899	\$3,366,927	1,937	\$3,445,929	1,897	1,877
Newark	6	\$12,474	228	\$404,244	234	\$416,718	230	234
Pleasanton	3	\$6,237	298	\$528,354	301	\$534,591	303	278
San Leandro	19	\$39,501	1,399	\$2,480,427	1,418	\$2,519,928	1,363	1,313
San Lorenzo	2	\$4,158	176	\$312,048	178	\$316,206	182	177
Union City	12	\$24,948	710	\$1,258,830	722	\$1,283,778	720	700
<b>TOTALS</b>	<b>112</b>	<b>232,848</b>	<b>6,799</b>	<b>12,054,627</b>	<b>6,911</b>	<b>12,287,475</b>	6,765	6,542

\* Based on an average June Housing Assistance Payment (HAP) of \$2,079 per certificate contract

\*\*Based on an average June Housing Assistance Payment (HAP) of \$1,773 per voucher contract

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**  
**Section 8 Average Contract Rent Report for the Month of June 2023**

City	Number of HAP Contracts (HCV Only)	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	11	\$1,709	\$1,360	\$349	20%
Castro Valley	237	\$2,420	\$1,817	\$603	25%
Dublin	421	\$2,415	\$1,828	\$590	24%
Emeryville	163	\$1,940	\$1,418	\$521	27%
Fremont	1,257	\$2,505	\$1,911	\$595	24%
Hayward	1,899	\$2,305	\$1,695	\$611	26%
Newark	228	\$2,689	\$1,956	\$732	27%
Pleasanton	298	\$2,228	\$1,717	\$510	23%
San Leandro	1,399	\$2,299	\$1,685	\$614	27%
San Lorenzo	176	\$2,578	\$1,882	\$696	27%
Union City	710	\$2,554	\$1,893	\$661	26%

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

This report includes HACA vouchers and portability clients for which we are billing the initial housing authority.

**HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA**

**AGENDA STATEMENT**

Meeting Date: July 26, 2023

Subject: Family Self-Sufficiency (FSS) Program Summary

Exhibits Attached: None

Recommendation: Receive Report

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**FAMILY SELF-SUFFICIENCY (FSS) PROGRAM NEWS**

**FSS PROGRAM ACTIVITIES**

**Renting vs. Homeownership Workshop**

On Saturday, June 17, 2023, the FSS team hosted a workshop through Zoom, entitled *Renting vs. Homeownership*. Thirty-six (36) people attended. Presentation topics included:

- Life Insurance options and the benefits of each
- The pros and cons of renting vs. homeownership
- Overview of the home buying process
- Down payment assistance programs
- 

**NAHRO Scholarship**

HACA staff submits one HACA Scholarship winner to the Pacific Southwest Region of the National Association of Housing and Redevelopment Officials (PSWRC-NAHRO) scholarship competition annually. Last years' HACA scholarship awardee, Mr. Rodriguez, was selected for submission to PSWRC-NAHRO for the regional scholarship competition, and his scholarship application was selected as the 2023-2024 PSWRC-NAHRO scholarship winner. He will receive a \$1000 scholarship this year with an opportunity to receive renewal scholarships annually, for up to 3-years. As a regional winner, Mr. Rodriguez's scholarship will be submitted to the National NAHRO scholarship competition. HACA staff are extremely proud of Mr. Rodriguez.

**Program Coordinating Committee (PCC)**

On Wednesday, June 21, 2023, the FSS team held a PCC meeting. The PCC consists of Alameda County agencies, non-profit organizations, FSS graduates and FSS participants. Its purpose is to offer guidance and strengthen our FSS program. The PCC members provided program updates regarding their respective agencies and shared helpful information. The next PCC meeting is scheduled for Wednesday, September 20, 2023.

**FSS Orientation**

The FSS team held two orientations in June. A total of sixty-three (63) people attended. The team continues to schedule orientations quarterly to grow the size of our program.

**FSS PROGRAM SUMMARY**

<b>Program Summary</b>	<b>June 2023</b>
Total Clients Under Contract:	209
Graduates:	2
Escrow Disbursed:	\$23,554.56
Ports In:	1
Ports Out:	1
Terminations:	1
New Contracts:	6
Case Management Referrals:	6
Job Referrals:	39

# **ATTACHMENT A**

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

This Property Management Agreement ("Agreement") is made this 1st day of August, 2023, by and between Preserving Alameda County Housing, Inc. (PACH), a California nonprofit public benefit corporation ("Owner"), and the Housing Authority of the County of Alameda (HACA), a public body, corporate and politic ("Agent"). This Agreement shall be effective when it is executed by all parties.

Deleted: 2018

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

Name:	PACH-owned properties
Location:	Alameda County California
Number of Units:	230, as listed in <u>Exhibit A</u> , which may automatically be amended from time to time to include newly-acquired units not currently listed in Exhibit A

**3. DEFINITIONS.** As used in this Agreement:

- a) "Principal Parties" means the Owner and the Agent.
- b) "Management Representative" means a HACA employee, e.g., Property Management Administrator, Facilities Manager, or other maintenance or property management personnel.
- c) "Property" means all aspects of administering, managing and maintaining the properties effectively and in compliance with all required provisions and budgets.

Deleted: Programs ManagerHousing Management Leadworker...

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

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

- a) Agent will systematically and promptly receive and investigate all service requests from tenants and complete such with expediency and will keep records of same. Emergency requests will be abated or corrected within twenty-four (24) hours. Agent shall inform tenants of procedures to obtain maintenance services if an emergency occurs after normal office hours. Agent shall maintain records of all service requests and maintenance repairs provided.
- b) Agent is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

**10. BIDS, DISCOUNTS, REBATES, ETC.** Agent will obtain contract materials, supplies and services on terms advantageous to the Property and secure and credit to the Property discounts, rebates or commissions obtainable with respect to purchases, services, contracts and other transactions on behalf of the Property as practicable.

**11. ACCOUNTS.** Agent shall establish a separate interest bearing deposit account for Property funds. The account shall be fully insured by the Federal Deposit Insurance Corporation and shall be in the Owner's name. These funds shall not be commingled with Agent's funds. In collecting, handling, and disbursing these funds, Agent shall comply with this Agreement and applicable law.

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

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

- a) General Operating Account
  - 1) Make the payments required to be made monthly by Owner.
  - 2) Pay Agent's actual direct and indirect cost for managing the Property.
  - 3) Pay for insurance as required.

- 4) Pay for other costs for the operation of the Property which have been approved in the Annual Budget.
- 5) Pay for the independent audit costs and tax preparation and filing costs as required.
- 6) Pay for any other expenditures necessary for the maintenance and repair of the Property.
- 7) Pay for the costs of utilities.
- 8) Pay reasonable attorney's fees and other necessary costs incurred in connection with actions to terminate tenancies in accordance with Section 6 of this Agreement or for other legal matters.
- 9) Pay other items as directed by Owner.

**13. ANNUAL BUDGET.** Agent shall submit a draft annual budget to Owner for Owner's review before the start of the next fiscal year, with budget estimates for the next fiscal year (or partial expenses) including: (i) repairs, maintenance and cleaning; (ii) utilities; (iii) management services; (iv) expenditures, if any, for repairs, alterations, rebuilding, replacements, additions, and/or improvements in and to the Property; (v) security services; (vi) compensation and related fringe benefits and expenses for personnel; and (vii) other costs and expenses to be incurred in operating the Property; all of which budget estimates shall be collectively referred to as the "Annual Budget." Owner's fiscal year as used in this Agreement shall be July 1 through June 30.

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

**14. RECORDS AND REPORTS.** In addition to the requirements specified in other provisions of this Agreement, Agent will have the following responsibilities with respect to records and reports:

- a) Agent will establish and maintain a comprehensive system of records, books, and accounts and any other documentation as required by Owner in a manner conforming to the directives of the Owner. All records, books,

and accounts and other documentation will be subject to examination and copying at reasonable hours by any authorized representative of the Owner.

- b) Agent shall at all times keep financial records, books, accounts and other financial material relating to the operation of the Property in a safe condition and accessible to the Owner.
- c) Agent will prepare an annual report comparing actual and budgeted figures for receipts and disbursements, and will submit each such report to Owner.
- d) Agent will furnish such information (including occupancy reports) as may be requested by Owner from time to time with respect to the financial, physical, or operational condition of the Property.
- e) Agent shall, at the direction of Owner, cause the records of the Property to be audited annually by the independent certified public accountant.

**15. EMPLOYEES.** This Agreement is not one of employment of Agent by Owner, but one in which Agent is engaged as an independent contractor in the business of managing properties. Agent does not have the authority to establish an agency relationship on behalf of Owner. All personnel will be paid, supervised, and discharged through the Agent, subject to the following conditions:

- a) The Property Management Administrator will have duties of the type usually associated with property manager. He/she will be directly responsible to Agent and will coordinate his/her activities in the interest of good overall management.
- b) Compensation (including fringe benefits and any indirect costs allocated to the Property) payable to the on-site staff, such as the Property Aide, and off-site staff such as maintenance personnel, plus all local, state, and federal taxes and assessments incident to the employment of such personnel, will be borne by the Property. The rental value of any unit furnished rent-free to any on-site staff will be treated as a cost to the Property.
- c) Agent agrees to comply in all material respects with all applicable laws and regulations concerning workers' compensation, Social Security, unemployment insurance, hours of labor, wages, working conditions, and like subjects affecting employers.

**16. ON-SITE MANAGEMENT FACILITIES.** On-site employees may reside in dwelling units within the Property.

Deleted: Housing Management Leadworker

**17. AGENT'S COMPENSATION.** Agent may be compensated for its services under this Agreement by monthly fees to be paid out of the General Operating Account and treated as Property expenses. Such fees will be agreed upon as part of the Annual Budget approval process. These fees may include but are not limited to a per-unit per-month management fee, labor and benefit charges, bookkeeping fee, and a lease-up or marketing fee.

**18. TERM OF AGREEMENT.** This Agreement shall be in effect for a period of five (5) years, subject, however, to the following conditions:

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

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

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

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

amount not less than \$2,000,000 or such greater amount as may be required by the Owner or Lenders, if any.

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

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

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

**21. NONDISCRIMINATION.** It is the policy of Owner and Agent to comply fully with all Federal and State regulations with regard to non-discrimination in housing including:

- Title VI of the Civil Rights Act of 1964;
- The Fair Housing Act;
- Executive Order 11063 on Equal Opportunity in Housing;
- Section 504 of the Rehabilitation Act of 1973;
- The Age Discrimination Act of 1975; and
- The Americans with Disabilities Act.

- a) The Principal Parties will comply with any legislation protecting individual rights which may be enacted.
- b) The Principal Parties shall not discriminate because of race, color, sex, age, religion, national origin, ancestry, disability, handicap, actual or perceived sexual orientation, gender identity, or marital status, or familial status in the leasing, rental or other disposition of housing or related facilities (including land) included in any development or developments under its control, or in the use or occupancy thereof.
- c) The Principal Parties shall not, on account of race, color, sex, age, religion, national origin, ancestry, disability, handicap, actual or perceived sexual orientation, gender identity, or marital status, or familial status:
  - 1) Deny to any family the opportunity to apply for housing, or deny to any eligible applicant the opportunity to lease housing suitable to its needs;
  - 2) Provide housing which is different than that provided others;

- 3) Subject a person to segregation or disparate treatment;
- 4) Restrict a person's access to any benefit enjoyed by others in connection with the program;
- 5) Treat a person differently in determining eligibility or other requirements for admission;
- 6) Deny a person access to the same level of services; or
- 7) Automatically deny admission to a particular group or category of otherwise eligible and qualified applicants (e.g., families with children born to unmarried parents or families whose head or spouse is a student).

**22. ATTORNEY'S FEES.** In the event that either party incurs legal costs in the enforcement of the Agreement, the non-prevailing party in such controversy shall pay the legal costs (including, but not limited to reasonable attorney's fees) of the prevailing party.

**23. INDEMNIFICATION.** Owner shall defend, hold harmless and indemnify Agent and its respective board members, officers, agents and employees from any and all losses, costs, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees, arising directly or indirectly out of the performance of this Agreement and any of Agent's operations or activities related thereto, excluding the willful misconduct or gross negligence of Agent, its board members, officers and employees.

**24. NOTICE.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and addressed to the addresses set forth below and shall be given by any of the following means: (a) personal service; (b) electronic communication, whether by email or fax; or (c) registered or certified, first class mail, return receipt requested. Such addresses may be changed by notice to the other party given in the same manner, as provided above. Any notice, demand or request sent pursuant to either subsection (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means, and, if sent pursuant to subsection (c), shall be deemed received on the date of delivery or the date that delivery is refused by the addressee, as shown on the return receipt.

If to Owner:

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

If to Agent:

Housing Authority of the County of Alameda  
22941 Atherton Street  
Hayward, CA 94541  
Attention: Executive Director

The Owner and the Agent, by their duly authorized officers, have executed this Agreement on the day and date first above written.

OWNER:

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

By: \_\_\_\_\_

Name: Kurt Wiest

Its: Secretary

AGENT:

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

By: \_\_\_\_\_

Name: Kurt Wiest

Its: Executive Director

**EXHIBIT A**

	<b>Property Name</b>	<b>Address</b>	<b>APT #</b>	<b>City</b>	<b>Zip</b>
1	Scattered Site	119 Camino Plaza		Union City	94587
2	Scattered Site	139 Aurora Plaza		Union City	94587
3	Scattered Site	2108 Eric Court	1	Union City	94587
4	Scattered Site	2108 Eric Court	2	Union City	94587
5	Scattered Site	211 Galano Plaza		Union City	94587
6	Scattered Site	2133 Eric Court	4	Union City	94587
7	Scattered Site	270 Galano Plaza		Union City	94587
8	Scattered Site	32657 Brenda Way	4	Union City	94587
9	Scattered Site	33502 8th Street		Union City	94587
10	Scattered Site	33504 8th Street		Union City	94587
11	Scattered Site	33510 8th Street		Union City	94587
12	Scattered Site	33512 8th Street		Union City	94587
13	Scattered Site	33524 Third Street		Union City	94587
14	Scattered Site	33526 Third Street		Union City	94587
15	Scattered Site	33532 Third Street		Union City	94587
16	Scattered Site	33534 Third Street		Union City	94587
17	Scattered Site	33615 5th Street		Union City	94587
18	Scattered Site	33615 8th Street		Union City	94587
19	Scattered Site	33617 5th Street		Union City	94587
20	Scattered Site	33617 8th Street		Union City	94587
21	Scattered Site	33623 5th Street		Union City	94587
22	Scattered Site	33625 5th Street		Union City	94587
23	Scattered Site	33650 7th Street		Union City	94587
24	Scattered Site	33652 7th Street		Union City	94587
25	Scattered Site	33724 14th Street		Union City	94587
26	Scattered Site	33726 14th Street		Union City	94587
27	Scattered Site	33759 14th Street		Union City	94587
28	Scattered Site	33761 14th Street		Union City	94587
29	Scattered Site	33763 14th Street		Union City	94587
30	Scattered Site	33765 14th Street		Union City	94587
31	Scattered Site	33857 7th Street		Union City	94587
32	Scattered Site	33859 7th Street		Union City	94587
33	Scattered Site	33861 7th Street		Union City	94587
34	Scattered Site	33863 7th Street		Union City	94587
35	Scattered Site	33865 7th Street		Union City	94587
36	Scattered Site	33867 7th Street		Union City	94587
37	Scattered Site	33882 8th Street		Union City	94587
38	Scattered Site	33884 8th Street		Union City	94587
39	Scattered Site	406 E Street		Union City	94587

	<b>Property Name</b>	<b>Address</b>	<b>APT #</b>	<b>City</b>	<b>Zip</b>
40	Scattered Site	408 E Street		Union City	94587
41	Scattered Site	4106 Polaris		Union City	94587
42	Scattered Site	4138 Venus Place		Union City	94587
43	Scattered Site	4218 Apollo Circle		Union City	94587
44	Scattered Site	4229 Jupiter Court		Union City	94587
45	Scattered Site	4240 Apollo Circle		Union City	94587
46	Scattered Site	4248 Lunar Way		Union City	94587
47	Scattered Site	4260 Apollo Circle		Union City	94587
48	Scattered Site	4262 Comet Circle		Union City	94587
49	Scattered Site	4359 Planet Circle		Union City	94587
50	Scattered Site	4392 Planet Circle		Union City	94587
51	Scattered Site	4504 Sonora Way		Union City	94587
52	Scattered Site	4627 Granada Way		Union City	94587
53	Scattered Site	4656 Barcelona Way		Union City	94587
54	Scattered Site	4968 Bridgepointe Pl		Union City	94587
55	Scattered Site	4970 Bridgepointe Pl		Union City	94587
56	Scattered Site	523 Tamarack	13	Union City	94587
57	Scattered Site	703 Decoto Road		Union City	94587
58	Scattered Site	711 Decoto Road		Union City	94587
59	Nidus Court Senior Apartments	2000 Nidus Court	1	Union City	94587
60	Nidus Court Senior Apartments	2000 Nidus Court	2	Union City	94587
61	Nidus Court Senior Apartments	2000 Nidus Court	3	Union City	94587
62	Nidus Court Senior Apartments	2000 Nidus Court	4	Union City	94587
63	Nidus Court Senior Apartments	2004 Nidus Court	5	Union City	94587
64	Nidus Court Senior Apartments	2004 Nidus Court	6	Union City	94587
65	Nidus Court Senior Apartments	2004 Nidus Court	7	Union City	94587
66	Nidus Court Senior Apartments	2004 Nidus Court	8	Union City	94587
67	Nidus Court Senior Apartments	2008 Nidus Court	9	Union City	94587
68	Nidus Court Senior Apartments	2008 Nidus Court	10	Union City	94587
69	Nidus Court Senior Apartments	2008 Nidus Court	11	Union City	94587
70	Nidus Court Senior Apartments	2008 Nidus Court	12	Union City	94587
71	Nidus Court Senior Apartments	2012 Nidus Court	13	Union City	94587
72	Nidus Court Senior Apartments	2012 Nidus Court	14	Union City	94587
73	Nidus Court Senior Apartments	2012 Nidus Court	15	Union City	94587
74	Nidus Court Senior Apartments	2012 Nidus Court	16	Union City	94587
75	Nidus Court Senior Apartments	2016 Nidus Court	17	Union City	94587
76	Nidus Court Senior Apartments	2016 Nidus Court	18	Union City	94587
77	Nidus Court Senior Apartments	2016 Nidus Court	19	Union City	94587
78	Nidus Court Senior Apartments	2016 Nidus Court	20	Union City	94587
79	Nidus Court Senior Apartments	2024 Nidus Court	21	Union City	94587
80	Nidus Court Senior Apartments	2024 Nidus Court	22	Union City	94587
81	Nidus Court Senior Apartments	2024 Nidus Court	23	Union City	94587

	<b>Property Name</b>	<b>Address</b>	<b>APT #</b>	<b>City</b>	<b>Zip</b>
82	Nidus Court Senior Apartments	2024 Nidus Court	24	Union City	94587
83	Nidus Court Senior Apartments	2028 Nidus Court	25	Union City	94587
84	Nidus Court Senior Apartments	2028 Nidus Court	26	Union City	94587
85	Nidus Court Senior Apartments	2028 Nidus Court	27	Union City	94587
86	Nidus Court Senior Apartments	2028 Nidus Court	28	Union City	94587
87	Nidus Court Senior Apartments	2032 Nidus Court	29	Union City	94587
88	Nidus Court Senior Apartments	2032 Nidus Court	30	Union City	94587
89	Nidus Court Senior Apartments	2032 Nidus Court	31	Union City	94587
90	Nidus Court Senior Apartments	2032 Nidus Court	32	Union City	94587
91	Nidus Court Senior Apartments	2036 Nidus Court	33	Union City	94587
92	Nidus Court Senior Apartments	2036 Nidus Court	34	Union City	94587
93	Nidus Court Senior Apartments	2036 Nidus Court	35	Union City	94587
94	Nidus Court Senior Apartments	2036 Nidus Court	36	Union City	94587
95	Nidus Court Senior Apartments	2040 Nidus Court	37	Union City	94587
96	Nidus Court Senior Apartments	2040 Nidus Court	38	Union City	94587
97	Nidus Court Senior Apartments	2040 Nidus Court	39	Union City	94587
98	Nidus Court Senior Apartments	2040 Nidus Court	40	Union City	94587
99	Nidus Court Senior Apartments	2044 Nidus Court	41	Union City	94587
100	Nidus Court Senior Apartments	2044 Nidus Court	42	Union City	94587
101	Nidus Court Senior Apartments	2044 Nidus Court	43	Union City	94587
102	Nidus Court Senior Apartments	2044 Nidus Court	44	Union City	94587
103	Nidus Court Senior Apartments	2048 Nidus Court	45	Union City	94587
104	Nidus Court Senior Apartments	2048 Nidus Court	46	Union City	94587
105	Nidus Court Senior Apartments	2052 Nidus Court	47	Union City	94587
106	Nidus Court Senior Apartments	2052 Nidus Court	48	Union City	94587
107	Nidus Court Senior Apartments	2052 Nidus Court	49	Union City	94587
108	Nidus Court Senior Apartments	2052 Nidus Court	50	Union City	94587
109	Dyer Senior Apartments	4131 Dyer Street	1	Union City	94587
110	Dyer Senior Apartments	4131 Dyer Street	2	Union City	94587
111	Dyer Senior Apartments	4131 Dyer Street	3	Union City	94587
112	Dyer Senior Apartments	4131 Dyer Street	4	Union City	94587
113	Dyer Senior Apartments	4135 Dyer Street	5	Union City	94587
114	Dyer Senior Apartments	4135 Dyer Street	6	Union City	94587
115	Dyer Senior Apartments	4135 Dyer Street	7	Union City	94587
116	Dyer Senior Apartments	4135 Dyer Street	8	Union City	94587
117	Dyer Senior Apartments	4139 Dyer Street	9	Union City	94587
118	Dyer Senior Apartments	4139 Dyer Street	10	Union City	94587
119	Dyer Senior Apartments	4139 Dyer Street	11	Union City	94587
120	Dyer Senior Apartments	4139 Dyer Street	12	Union City	94587
121	Dyer Senior Apartments	4143 Dyer Street	13	Union City	94587
122	Dyer Senior Apartments	4143 Dyer Street	14	Union City	94587
123	Dyer Senior Apartments	4143 Dyer Street	15	Union City	94587

	<b>Property Name</b>	<b>Address</b>	<b>APT #</b>	<b>City</b>	<b>Zip</b>
124	Dyer Senior Apartments	4143 Dyer Street	16	Union City	94587
125	Dyer Senior Apartments	4147 Dyer Street	17	Union City	94587
126	Dyer Senior Apartments	4147 Dyer Street	18	Union City	94587
127	Dyer Senior Apartments	4147 Dyer Street	19	Union City	94587
128	Dyer Senior Apartments	4147 Dyer Street	20	Union City	94587
129	Dyer Senior Apartments	4151 Dyer Street	21	Union City	94587
130	Dyer Senior Apartments	4151 Dyer Street	22	Union City	94587
131	Dyer Senior Apartments	4151 Dyer Street	23	Union City	94587
132	Dyer Senior Apartments	4151 Dyer Street	24	Union City	94587
133	Dyer Senior Apartments	4155 Dyer Street	25	Union City	94587
134	Dyer Senior Apartments	4155 Dyer Street	26	Union City	94587
135	Dyer Senior Apartments	4155 Dyer Street	27	Union City	94587
136	Dyer Senior Apartments	4155 Dyer Street	28	Union City	94587
137	Dyer Senior Apartments	4159 Dyer Street	29	Union City	94587
138	Dyer Senior Apartments	4159 Dyer Street	30	Union City	94587
139	Dyer Senior Apartments	4159 Dyer Street	31	Union City	94587
140	Dyer Senior Apartments	4159 Dyer Street	32	Union City	94587
141	Dyer Senior Apartments	4167 Dyer Street	33	Union City	94587
142	Dyer Senior Apartments	4167 Dyer Street	34	Union City	94587
143	Dyer Senior Apartments	4171 Dyer Street	35	Union City	94587
144	Dyer Senior Apartments	4171 Dyer Street	36	Union City	94587
145	Dyer Senior Apartments	4171 Dyer Street	37	Union City	94587
146	Dyer Senior Apartments	4171 Dyer Street	38	Union City	94587
147	Dyer Senior Apartments	4175 Dyer Street	39	Union City	94587
148	Dyer Senior Apartments	4175 Dyer Street	40	Union City	94587
149	Dyer Senior Apartments	4175 Dyer Street	41	Union City	94587
150	Dyer Senior Apartments	4175 Dyer Street	42	Union City	94587
151	Dyer Senior Apartments	4179 Dyer Street	43	Union City	94587
152	Dyer Senior Apartments	4179 Dyer Street	44	Union City	94587
153	Dyer Senior Apartments	4179 Dyer Street	45	Union City	94587
154	Dyer Senior Apartments	4179 Dyer Street	46	Union City	94587
155	Dyer Senior Apartments	4183 Dyer Street	47	Union City	94587
156	Dyer Senior Apartments	4183 Dyer Street	48	Union City	94587
157	Dyer Senior Apartments	4183 Dyer Street	49	Union City	94587
158	Dyer Senior Apartments	4183 Dyer Street	50	Union City	94587
159	Emery Glen Apartments	6200 Doyle Street	1	Emeryville	94608
160	Emery Glen Apartments	6200 Doyle Street	2	Emeryville	94608
161	Emery Glen Apartments	6200 Doyle Street	3	Emeryville	94608
162	Emery Glen Apartments	6200 Doyle Street	4	Emeryville	94608
163	Emery Glen Apartments	6200 Doyle Street	5	Emeryville	94608
164	Emery Glen Apartments	6200 Doyle Street	6	Emeryville	94608
165	Emery Glen Apartments	6200 Doyle Street	7	Emeryville	94608

	<b>Property Name</b>	<b>Address</b>	<b>APT #</b>	<b>City</b>	<b>Zip</b>
166	Emery Glen Apartments	6200 Doyle Street	8	Emeryville	94608
167	Emery Glen Apartments	6200 Doyle Street	9	Emeryville	94608
168	Emery Glen Apartments	6200 Doyle Street	10	Emeryville	94608
169	Emery Glen Apartments	6200 Doyle Street	11	Emeryville	94608
170	Emery Glen Apartments	6200 Doyle Street	12	Emeryville	94608
171	Emery Glen Apartments	6200 Doyle Street	13	Emeryville	94608
172	Emery Glen Apartments	6200 Doyle Street	14	Emeryville	94608
173	Emery Glen Apartments	6200 Doyle Street	15	Emeryville	94608
174	Emery Glen Apartments	6200 Doyle Street	16	Emeryville	94608
175	Emery Glen Apartments	6200 Doyle Street	17	Emeryville	94608
176	Emery Glen Apartments	6200 Doyle Street	18	Emeryville	94608
177	Emery Glen Apartments	6200 Doyle Street	19	Emeryville	94608
178	Emery Glen Apartments	6200 Doyle Street	20	Emeryville	94608
179	Emery Glen Apartments	6200 Doyle Street	21	Emeryville	94608
180	Emery Glen Apartments	6200 Doyle Street	22	Emeryville	94608
181	Emery Glen Apartments	6200 Doyle Street	23	Emeryville	94608
182	Emery Glen Apartments	6200 Doyle Street	24	Emeryville	94608
183	Emery Glen Apartments	6200 Doyle Street	25	Emeryville	94608
184	Emery Glen Apartments	6200 Doyle Street	26	Emeryville	94608
185	Emery Glen Apartments	6200 Doyle Street	27	Emeryville	94608
186	Emery Glen Apartments	6200 Doyle Street	28	Emeryville	94608
187	Emery Glen Apartments	6200 Doyle Street	29	Emeryville	94608
188	Emery Glen Apartments	6200 Doyle Street	30	Emeryville	94608
189	Emery Glen Apartments	6200 Doyle Street	31	Emeryville	94608
190	Emery Glen Apartments	6200 Doyle Street	32	Emeryville	94608
191	Emery Glen Apartments	6200 Doyle Street	33	Emeryville	94608
192	Emery Glen Apartments	6200 Doyle Street	34	Emeryville	94608
193	Emery Glen Apartments	6200 Doyle Street	35	Emeryville	94608
194	Emery Glen Apartments	6200 Doyle Street	36	Emeryville	94608
195	Mission View Apartments	4125 Dyer Street	1	Union City	94587
196	Mission View Apartments	4125 Dyer Street	2	Union City	94587
197	Mission View Apartments	4125 Dyer Street	3	Union City	94587
198	Mission View Apartments	4125 Dyer Street	4	Union City	94587
199	Mission View Apartments	4125 Dyer Street	5	Union City	94587
200	Mission View Apartments	4125 Dyer Street	6	Union City	94587
201	Mission View Apartments	4125 Dyer Street	7	Union City	94587
202	Mission View Apartments	4125 Dyer Street	8	Union City	94587
203	Mission View Apartments	4125 Dyer Street	9	Union City	94587
204	Mission View Apartments	4125 Dyer Street	10	Union City	94587
205	Mission View Apartments	4125 Dyer Street	11	Union City	94587
206	Mission View Apartments	4125 Dyer Street	12	Union City	94587
207	Mission View Apartments	4125 Dyer Street	13	Union City	94587

	<b>Property Name</b>	<b>Address</b>	<b>APT #</b>	<b>City</b>	<b>Zip</b>
208	Mission View Apartments	4125 Dyer Street	14	Union City	94587
209	Mission View Apartments	4125 Dyer Street	15	Union City	94587
210	Mission View Apartments	4125 Dyer Street	16	Union City	94587
211	Mission View Apartments	4125 Dyer Street	17	Union City	94587
212	Mission View Apartments	4125 Dyer Street	18	Union City	94587
213	Mission View Apartments	4125 Dyer Street	19	Union City	94587
214	Mission View Apartments	4125 Dyer Street	20	Union City	94587
215	Mission View Apartments	4125 Dyer Street	21	Union City	94587
216	Mission View Apartments	4125 Dyer Street	22	Union City	94587
217	Mission View Apartments	4125 Dyer Street	23	Union City	94587
218	Mission View Apartments	4125 Dyer Street	24	Union City	94587
219	Mission View Apartments	4125 Dyer Street	25	Union City	94587
220	Mission View Apartments	4125 Dyer Street	26	Union City	94587
221	Mission View Apartments	4125 Dyer Street	27	Union City	94587
222	Mission View Apartments	4125 Dyer Street	28	Union City	94587
223	Mission View Apartments	4125 Dyer Street	29	Union City	94587
224	Mission View Apartments	4125 Dyer Street	30	Union City	94587
225	Mission View Apartments	4125 Dyer Street	31	Union City	94587
226	Mission View Apartments	4125 Dyer Street	32	Union City	94587
227	Mission View Apartments	4125 Dyer Street	33	Union City	94587
228	Mission View Apartments	4125 Dyer Street	34	Union City	94587
229	Mission View Apartments	4125 Dyer Street	35	Union City	94587
230	Mission View Apartments	4125 Dyer Street	36	Union City	94587