



Housing Authority of the
County of Alameda

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HOUSING COMMISSION AGENDA
Regular Meeting: February 14, 2018
Time: 8:00 a.m.

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

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

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

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

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

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MINUTES

November 8, 2017



**HOUSING COMMISSION MINUTES
REGULAR MEETING: NOVEMBER 8, 2017
HACA BOARD ROOM, 22941 ATHERTON STREET, HAYWARD, CA 94541**

SUMMARY ACTION MINUTES

1. CALL TO ORDER/ROLL CALL

Call to Order

Chairperson Gerry called the meeting to order at 8:01 a.m.

Roll Call

Present: Cmr. Ballew, Biddle, Gerry, Hannon, Patz, Peixoto, and Steiner

Entered after Roll Call: Cmr. Buckholz and Maass

Excused: Cmr. Gacoscos

2. CLOSED SESSION

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION – 1 CASE

*Philadelphia Indemnity Insurance Co. vs Housing Authority of the County of Alameda,
San Francisco Superior Court, Case No. CGC-16-555946*

The Housing Commission entered into a closed session at 8:02 a.m. and reconvened in open session at 8:44 a.m. Chairperson Gerry reported that no reportable actions were taken in the closed session.

3. ACTION: APPROVAL OF THE MINUTES OF THE OCTOBER 11, 2017 HOUSING COMMISSION MEETING

Motion/Second: Peixoto/Biddle.

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

4. PUBLIC COMMENT – ON MATTERS NOT ON THE AGENDA

None.

5. NEW BUSINESS

5-1. RESOLUTION NO. 14-17: APPROVING REVISIONS TO THE HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA'S (HACA) EMPLOYMENT REASONABLE ACCOMMODATION POLICY AND PROCEDURE

Christine Gouig, Executive Director, introduced this item. Ms. Gouig indicated that staff is in the process of reviewing HACA's policies and will make recommendations to the Commission from time to time to approve updates and revisions to these policies. Charla Freckmann, Human Resources Manager, presented the staff report. Ms. Freckmann reported that staff is proposing to revise HACA's policy regarding the prohibition of discrimination against individuals with disabilities in order to incorporate the requirements contained in the Americans with Disabilities Act of 1990. She summarized the proposed revisions and recommended that the Commission approve the revisions as presented.

Recommendation: Adopt Resolution No. 14-17 approving revisions to HACA's employment reasonable accommodation policy and procedure as presented.

Commission Discussion: Cmr. Hannon and Ms. Freckmann discussed HACA's process for conducting ergonomic evaluations. Cmr. Steiner and Ms. Gouig discussed some of the ergonomic office equipment that was purchased for staff during HACA's building remodel. Cmr. Biddle commented that he appreciated that the proposed amendments to the policy are clear and straightforward.

Motion/Second: Biddle/Patz.

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

5-2. RESOLUTION NO. 15-17: APPROVING CONTRACT FOR SERVICES TO BE PROVIDED BY RETIREE UNDER EXCEPTION TO THE 180-DAY WAIT RULE

Charla Freckmann presented the staff report. Ms. Freckmann described the 180-Day Wait Rule provision contained in the California Public Employees' Pension Reform Act (C-PEPRA) and outlined the exceptions to this provision. She reported that HACA is considering hiring HACA retiree, Jim McRoberts, as a temporary employee to work in the position of Information Technology Manager while HACA completes the ongoing conversion to Tenmast, HACA's new housing software program. Ms. Freckmann explained that Mr. McRoberts retired on October 20, 2017, and that he meets the requirements for the C-PEPRA 180-Day Wait Rule.

Recommendation: Adopt Resolution No. 15-17 approving contract for services to be provided by retiree under exception to the 180-Day Wait Rule.

Commission Discussion: Cmr. Buckholz asked about employee benefits and Ms. Freckmann explained that Mr. McRoberts would not be receiving any as a temporary employee. Cmr. Hannon asked if HACA will dictate the work hours and if HACA plans to fill the position permanently. Ms. Gouig stated that HACA will dictate the work hours. Ms. Gouig also explained that Mr. McRoberts primarily managed HACA's software system, which was unique to HACA, and now that HACA has converted to a standardized software system she is evaluating the need to permanently fill his position. Mr. Ballew and Ms. Freckmann discussed how the hourly rate is established. She described a statutory provision that is in place that will restrict the number of hours Mr. McRoberts will be allowed to work in a calendar year. Cmr. Ballew also asked if staff discussed this with legal counsel and Ms. Freckmann indicated that legal counsel was consulted.

Motion/Second: Hannon/Steiner.

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

5-3. ACTION: APPROVE AN INCREASE IN THE LIFE INSURANCE BENEFIT FOR MANAGEMENT EMPLOYEES

Charla Freckmann presented the staff report. Ms. Freckmann reported that HACA's management employees currently receive a life insurance benefit in the amount of \$50,000 and that staff is proposing an increase to \$100,000 based on the results of the management compensation survey that was recently conducted. She summarized the amounts offered by the various agencies that were part of the survey, explained the cost increase to HACA and recommended that the Housing Commission approve the proposed increase.

Recommendation: Approve increase in the life insurance benefit for HACA's management employees as presented.

Commission Discussion: Cmr. Peixoto and Ms. Freckmann discussed the survey data for the Oakland Housing Authority. Cmr. Buckholz asked who pays the insurance premium and Ms. Freckmann explained that HACA does. Ms. Gouig summarized the cost for this benefit. Cmr. Maass asked if this life insurance applies only while the person is employed at HACA and Ms. Freckmann said yes. Ms. Gouig commented that staff will be reporting back to the Commission on various issues raised at the October meeting. Cmr. Ballew requested that staff provide a report on all of the benefits that the other agencies offer their employees. Cmr. Steiner commented that when the comparisons are presented to the Commission, the Commissioners must take into consideration that some housing authorities have access to funding that HACA does not have.

Motion/Second: Hannon/Biddle.

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

5-4. INFORMATION: PROGRAM ACTIVITY REPORT

Daniel Taylor, Special Programs Manager, presented the staff report. Mr. Taylor reported that HACA's Family Self-Sufficiency (FSS) program has been participating in a national study conducted by MDRC. He described the goals of the study and the restrictions that were placed on the study's control group. He explained that the study has ended, the restrictions are no longer in place and that the FSS staff is holding orientations to try and grow the program. Mr. Taylor indicated that a number of participants in the control group have ported out of HACA's jurisdiction due to the high cost of rents but that there are also a number of participants from the control group who have expressed an interest in the FSS program. Mr. Taylor thanked the Housing Commissioners who attended the "It's Your Time to Shine," event in November.

Commission Discussion: Cmr. Buchholz commented that it was impressive to hear how the FSS participants are working hard to become self-sufficient. Cmr. Steiner praised staff for the work that they do with the FSS participants and commented that the stories shared at this event are so inspirational. Cmr. Hannon agreed with Cmr. Steiner and said that the changes these participants are working to make, with the help of HACA's FSS program, will impact generations to come. Cmr. Peixoto commented that he was impressed by the number of participants who were able to achieve undergraduate and graduate degrees, become homeowners and overcome major obstacles to become self-sufficient.

Ms. Gouig reported to the Housing Commission that staff honored the Oakland Methodist Foundation at the event for their ongoing support of HACA's FSS Program.

6. COMMITTEE REPORTS

None.

7. COMMISSIONER REPORTS

Cmdr. Peixoto reported on his attendance at the first meeting of the Fairview Municipal Advisory Council that has been established by Alameda County Supervisor Nate Miley. Chairperson Gerry commented that it was great this council was established for the Fairview area.

Cmdr. Steiner reported on her attendance at a Tri-Valley Anti-Poverty Collaborative luncheon and stated that the subject of housing in the Tri-Valley was the main focus of the event. Cmdr. Buckholz commented that it is critical that more affordable senior housing is developed in the Tri-Valley area. Cmdr. Steiner asked for the status on the plans to develop a senior housing project on surplus property in Dublin and Ms. Gouig indicated there is no further update on it since the developer pulled out.

8. COMMUNICATIONS

Ms. Gouig reported on her attendance at the National Association of Housing and Redevelopment Officials (NAHRO) national conference in Pittsburgh. Ms. Gouig provided some information on the status of the federal budget and described the impact the proposed tax reforms could have on affordable housing. Cmdr. Steiner asked if the Commission should write a letter and Ms. Gouig encouraged the Housing Commission to read about and participate in the advocacy activities that NAHRO is coordinating.

Ms. Gouig reported that she will be on vacation from November 9-20 and that Cathy Leoncio, Finance Director, is her designee during her absence.

Cmdr. Peixoto asked if the HUD Community Development Block Grant (CDBG) funds are going to be eliminated. Ms. Gouig explained that the President's proposed budget called for the elimination of CDBG funds but that neither the House nor Senate versions of the budget do so. Cmdr. Hannon asked Ms. Gouig if she had any updates on what direction the Senate is going to take on the tax reforms and Ms. Gouig stated that there is no new information since the Senate is still writing its version.

Ms. Gouig notified the Commission that staff plans to cancel the regular Housing Commission meeting scheduled for December 13.

9. ADJOURNMENT

There being no further business to discuss, Chairperson Gerry adjourned the meeting at 9:21 a.m.

Respectfully Submitted,

Melissa Taesali
Executive Assistant

Christine Gouig
Executive Director/Housing Commission Secretary

Approved:

Mark Gerry
Housing Commission Chairperson

NEW BUSINESS

February 14, 2018

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting Date: February 14, 2018

Subject: Recognize Jessica Taylor as HACA's Shining Star for January-June 2018

Exhibits Attached: None

BACKGROUND

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

DISCUSSION

The Housing Authority is privileged to have on its staff Jessica Taylor, a Housing Specialist in the Programs Department. Her selection was announced at the staff holiday celebration held on December 13, 2017. The comments below were submitted by those who nominated Jessica and describe Jessica's outstanding work in the following categories: Innovative Idea, Problem Solving, Team Effort & Flexibility in Working with Others, Customer Service, and Acknowledgement from the Public, Co-Workers and Clients:

"I would like to nominate Jessica Taylor for employee of the quarter. She is patient and does not get upset with constant overbearing questions about late work. This change of new software has caused numerous headaches for all of us. Jessica is always encouraging with ideas and a "don't give up" attitude.

Somehow Jessica keeps her cool and talks pleasantly to owners as well as participants. She is sincere in her apologies for late work. And she listens to the same story that they tell 12 times, she makes no promises, but thanks them for being patient. She worries when cases don't get done. She listens to them till they hang up the phone. Her customer service is the best I have ever seen.

Jessica is an asset to HACA. Jessica is one of the most pleasant people to work with. She is always willing to answer questions from her peers and owners and participants AND she does it with a smile and patience. Thank you Jessica."

Staff recommends that your Housing Commission recognize Jessica Taylor as "HACA's Shining Star" for January-June 2018.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: February 14, 2018

Subject:	Appointment of Resident Advisory Board (RAB)
Exhibits:	List of Proposed Appointees
Recommendation:	Approve RAB Appointees
Financial Statement:	None

BACKGROUND

The HACA Agency Plan is a summary guide to HACA’s policies, programs, operations and strategies for meeting local housing needs and goals. HUD regulations require that housing authorities develop an annual plan and a five-year plan. This April, HACA will submit to HUD its Annual Plan for HACA Fiscal Year 2018-2019.

Every housing authority is required by HUD to establish a Resident Advisory Board (RAB) to assist in making recommendations regarding the development or significant modification of the Agency Plan. Membership is to “adequately reflect and represent the residents assisted by the PHA.” In submitting its Plan to HUD, a housing authority must include a copy of the recommendations made by the RAB and a description of the manner in which it addressed the recommendations.

DISCUSSION and ANALYSIS

HACA turned to participants in its Family Self-Sufficiency (FSS) program and tenants in Preserving Alameda County Housing (PACH) units (our former public housing) to find candidates for appointment to the RAB. Staff secured interest from the attached participants, five of whom are members of the current RAB.

Staff recommends appointment of the participants listed below to a 3-year term as the HACA RAB for purposes of the submission and any modifications of HACA Agency Plans.

Housing Authority of the County of Alameda

Proposed RAB Appointees

NAME	PROGRAM
Sarah Bahadur	Family Self-Sufficiency Program <i>(Section 8; current RAB member)</i>
Tonja Fuller-Bryant	Family Self-Sufficiency Program <i>(Section 8; current RAB member)</i>
Ilahna Johnson-Aziz	Family Self-Sufficiency Program <i>(Section 8; current RAB member)</i>
Maya Nelson	Family Self-Sufficiency Program <i>(Section 8; current RAB member)</i>
Tammie Perry	Family Self-Sufficiency Program <i>(Section 8; current RAB member)</i>
Paris Davis	PACH/Section 8 Project-Based Tenant <i>(New RAB member)</i>
Bertha Barraza	PACH (elderly)/Section 8 Project-Based Tenant <i>(New RAB member)</i>

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: February 14, 2018

Subject:	Second Amendment to Indenture of Trust for Tax-exempt Bonds for Park Sierra Multifamily Housing Project in the City of Dublin
Exhibits Attached:	Resolution; Second Amendment to Indenture of Trust
Recommendation:	Adopt the Resolution approving the Second Amendment to the Indenture and authorizing its execution along with other related documents
Financial Statement:	None; all costs paid for by borrower

BACKGROUND

In 1998, the Dublin Housing Authority (DHA) issued Variable Rate Demand Multifamily Housing Revenue Bonds in the amount of \$28.7 million to help finance a project called Park Sierra at Iron Horse Trail. The project has 283 one and two-bedroom units. The owner and manager is J.F. Shea Co., Inc., a large builder and owner of residential and commercial properties throughout the country.

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

J.F. Shea Co. has advised HACA that it would now like to prepay its mortgage loan, which will result in a redemption of the bonds. In order to allow for this, J.F. Shea Co. has asked that certain provisions of the existing trust indenture for the bonds be amended. The matter before you today is a resolution approving the Second Amendment to Indenture of Trust and authorizing its execution, along with various subsidiary documents and certificates that will be required to complete the transaction.

J.F. Shea Co. plans to retain ownership of the project. It will obtain a conventional mortgage from Freddie Mac in an amount greater than the bonds and use the excess to renovate the property.

DISCUSSION AND ANALYSIS

A trust indenture is a contract between a bond issuer and a trustee, in this case The Bank of New York Mellon Trust Company, N.A. In general, the indenture details the trustee's duties to manage the bond funds, make interest payments to the bondholders and redeem the bonds.

The current indenture states that it may be amended without consent of the bond holders as long as the bond holders receive 30 days' notice of the amendment and have the right to have their bonds purchased. The second amendment to the indenture contains various technical changes in conformance with this provision. Key changes will provide for the borrower to make a voluntary prepayment at its desired time; allow the trustee to issue notice to the bondholders indicating it will have the proceeds to pay them at the time of redemption instead of at the time it issues the notice; allow for the notice of the redemption to be given to bond holders at least five days prior to the date of redemption; and provide for the redemption to be conditioned upon the trustee receiving the funds needed to pay the redemption price.

Costs

The Second Amendment to Indenture of Trust was prepared by Paul Thimmig, bond counsel with the firm Quint & Thimmig LLP. Mr. Thimmig was the original bond counsel when the bonds were issued in 1998 and is serving as bond counsel for this transaction. Although Mr. Thimmig is bond counsel to HACA, all his fees are paid for by J.F. Shea Co., as is the common practice.

Next Steps

Per state and federal law, 20 percent of the units in the project must be affordable to very low income households for 15 years or as long as bonds are outstanding, whichever is longer. Again, since DHA had no staff, HACA has monitored J.F. Shea Co.'s compliance with this requirement since the project was built. The 15-year affordability period (called the Qualified Project Period) expired several years ago and the bonds will no longer be outstanding once they are repaid. Staff has negotiated a continuance of the affordability provisions and will bring a regulatory agreement with these provisions to your March meeting for approval.

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

RESOLUTION NO.: 01-18

**RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION AND DELIVERY OF
VARIOUS DOCUMENTS RELATED TO THE DEFEASANCE AND REDEMPTION OF BONDS –
PARK SIERRA AT IRON HORSE TRAIL**

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

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

WHEREAS, the Borrower has advised the Authority that it would like to prepay the Loan resulting in a redemption of the Bonds, so that certain deeds of trust securing the repayment of the Loan and related agreements may be released; and

WHEREAS, in order to allow for the prepayment of the Loan and the redemption of the Bonds in an efficient manner, the Borrower has requested that the Authority amend certain provisions of the Indenture; and

WHEREAS, in order to facilitate the prepayment of the Loan and the redemption of Bonds, the Authority is amenable to entering into a Second Amendment to Indenture of Trust amending the Indenture and executing related documents, all as provided in this Resolution.

NOW, THEREFORE, IT IS RESOLVED AS FOLLOWS:

1. The Second Amendment to Indenture of Trust (the “Second Amendment”), between the Authority and The Bank of New York Mellon Trust Company, N.A., as successor trustee, in the form on file with the Secretary, is hereby approved. The Chair and the Executive Director (each, a “Designated Officer”), each acting alone, are hereby authorized and directed to execute the Second Amendment in such form, together with such changes as may be approved by the official executing the documents for the Authority upon consultation with special counsel to the Authority, and the execution thereof by the Authority to be conclusive evidence of such approval.

Housing Authority of the County Alameda

Resolution No.: 01-18: Approving and Authorizing the Execution and Delivery of Various Documents Related to the Defeasance and Redemption of Bonds – Park Sierra at Iron Horse Trail

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2. The Chair, the Executive Director, the Secretary and all other appropriate officials of the Authority are hereby authorized and directed to execute such other agreements, documents and certificates as may be necessary to effect the prepayment of the Loan and the defeasance and redemption of the Bonds, all as contemplated by this Resolution.
3. The law firm of Quint & Thimmig LLP is hereby designated as special counsel to the Authority in connection with the Second Supplement and the defeasance and redemption of the Bonds. The fees of such firm shall be paid by the Borrower.
4. This Resolution shall take effective immediately upon its passage and adoption.

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

AYES:

NAYS:

ABSTAIN:

EXCUSED:

ABSENT:

Attest:

Mark Gerry
Housing Commission Chairperson

Christine Gouig
Executive Director/Housing Commission Secretary

Adopted: _____

SECOND AMENDMENT TO INDENTURE OF TRUST

This SECOND AMENDMENT TO INDENTURE OF TRUST (the “Second Amendment”), dated as of February 1, 2018, is by and between the Housing Authority of the County of Alameda, a public body, corporate and politic, duly organized and existing under the laws of the State of California, in its capacity as successor to the Dublin Housing Authority, as issuer of the bonds described below (the “Authority”), and The Bank of New York Mellon Trust Company, N.A. (successor-in-interest to BNY Western Trust Company, and formerly known as The Bank of New York Trust Company, N.A.), as trustee (the “Trustee”), and amends that certain Indenture of Trust, dated as of June 1, 1998 (the “Original Indenture”), between the Dublin Housing Authority and the Trustee (as amended by the First Amendment to Indenture of Trust, dated as of May 1, 2008, between the Dublin Housing Authority and the Trustee, the “Indenture”), and is a “supplemental indenture” (as that term is defined in the Indenture). All capitalized terms used in this Second Amendment but not otherwise defined herein have the meanings given to them in the Indenture.

RECITALS:

WHEREAS, on June 18, 1998, the Dublin Housing Authority issued its \$28,700,000 Dublin Housing Authority Variable Rate Demand Multifamily Housing Revenue Bonds (Park Sierra at Iron Horse Trail) Series 1998A (the “Bonds”) pursuant to the Original Indenture and loaned the proceeds of the Bonds to Park Sierra, LLC (the “Borrower”); and

WHEREAS, in connection with a substitution of credit enhancement for the Bonds, the Dublin Housing Authority and the Trustee entered into a First Amendment to Indenture of Trust, dated as of May 1, 2008; and

WHEREAS, the Dublin Housing Authority and the Authority entered into a Master Agreement Re Transfer of Assets and Obligations of the Dublin Housing Authority to the Housing Authority of the County of Alameda, effective March 1, 2011, pursuant to which the Dublin Housing Authority’s rights and obligations with respect to the Bonds, the Indenture, the Loan Agreement, the Regulatory Agreement, and all other documents to which the Dublin Housing Authority was a party related to the Bonds were assigned to and were assumed by the Authority; and

WHEREAS, Section 9.01(g) of the Indenture allows for amendments to the Indenture, without the need for the consent of the owners of the Bonds, if notice of the proposed supplemental indenture containing such amendments is given to the Bondholders at least thirty (30) days before the effective date of the supplemental indenture and the Bondholders have the right to demand purchase of their Bonds during such thirty (30) day period; and

WHEREAS, the Bonds are in a Variable Period, and under Section 2.03 of the Indenture, the Bondholders have the right to tender their bonds for purchase upon seven (7) days prior written notice to the Trustee, the Tender Agent and the Remarketing Agent; and

WHEREAS, the Borrower now desires to prepay the Loan and to effect a defeasance and redemption of the Bonds, so that the lien of the First Deed of Trust may be released; and

WHEREAS, in order to allow for an efficient prepayment of the Loan and defeasance and redemption of the Bonds, the Issuer, at the request of the Borrower, now desires to amend the Indenture as provided in this Second Amendment.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and for other consideration the receipt and sufficiency of which are hereby acknowledged, the Authority and Trustee agree as follows:

Section 1. Amendments. The Indenture is hereby amended as follows:

(a) Subparagraph 4.01(c) of the first paragraph of Section 4.01 of the Indenture is hereby amended and restated in whole to read as follows: “(c) The Bonds shall be subject to redemption in whole or in part on any date during any Variable Period or on any Reset Date or the Conversion Date, at a price equal to the principal amount of Bonds to be redeemed plus interest accrued thereon to the date fixed for redemption, without premium, in the amount of any voluntary prepayments of the principal of the Loan by the Borrower (or by the Credit Bank on the Borrower's behalf).”

(b) Clauses (i) and (ii) of the second sentence of the second paragraph of Section 4.01 of the Indenture are hereby amended and restated in whole to read as follows: “(i) in the case of redemption pursuant to (b) above, only after receipt of the amount of the Loan prepayment to be applied to such redemption or otherwise in any amount specified by the Credit Bank in a written notice to the Trustee certifying that the Credit Bank and the Borrower have agreed to one or more individual prepayments or to a schedule of voluntary prepayments in order to amortize the principal of the Loan and that such redemption is pursuant to such agreement; (ii) in the case of redemption pursuant to (a), (c), (e) or (h) above, at the time required therefore pursuant to Section 4.03, without any further authorization or direction;”.

(c) The first sentence of Section 4.03 of the Indenture is hereby amended and restated in whole to read as follows: “Subject to the provisions of the first sentence of the second to last paragraph of Section 4.01, notice of redemption shall be given by the Trustee for and on behalf of the Issuer, by first class mail, not less than thirty (30) days or, in the case of a redemption pursuant to Section 4.01(f) not less than fifteen (15) days, or in the case of redemption pursuant to Sections 4.01(a), (c), (d), (e), (g) or (i) not less than five (5) days, prior to the redemption date, in each case to the registered owner of each Bond called for redemption, at its address as it appears on the registration books, but neither failure to mail such notice to any Bondholder nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of any of the Bonds with respect to which such failure or defect shall have occurred.”

(d) Section 4.03 of the Indenture is hereby further amended by adding thereto, as a new second paragraph thereof, the following:

“Notwithstanding the foregoing, in the case of any redemption of the Bonds under Section 4.01(c) above, the notice of redemption may also state that the redemption is conditioned upon receipt by the Trustee of sufficient moneys that are available to the Trustee to redeem the applicable Bonds on the anticipated redemption date, and that the redemption shall not occur if, by no later than the scheduled redemption date, there are not sufficient moneys available to the Trustee to redeem such Bonds. In the event that the Trustee does not have sufficient funds available by the scheduled redemption date to so redeem the Bonds to be redeemed pursuant to Section 4.01(c), such event shall not constitute an Event of Default, and the Trustee shall send written notice to the Bondholders to the effect that the redemption did not occur as anticipated, and the Bonds for which notice of redemption was given shall remain Outstanding for all purposes of this Indenture.”

(e) Clause (b) of the first paragraph of Section 10.01 of the Indenture is hereby amended by deleting the words “so long as the Bonds then bear interest at the Fixed Rate,” therein.

(f) Section 10.04 of the Indenture is hereby amended by adding thereto, as a new second paragraph thereof, the following: “Notwithstanding the foregoing, in calculating the interest on the Bonds to the redemption date during any Variable Period, the interest rate on the Bonds for any portion of the Variable Period prior to the redemption date and for which a Variable Rate has not yet been determined shall be assumed to be twelve percent (12%).”

Section 2. Trustee to Give Notice to Rating Agency. Pursuant to Section 9.06 of the Indenture, the Trustee shall give notice to Moody’s Investors Service, promptly following the effective date of this Second Amendment pursuant to Section 6 below, of this Second Amendment.

Section 3. Counterparts. This Second Amendment may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4. Effect of Second Amendment. Except as in this Second Amendment expressly provided, every term and condition contained in the Indenture shall apply with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Second Amendment. This Second Amendment and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby amended and shall continue in full force and effect in accordance with the terms and provisions thereof, as amended and supplemented hereby.

Section 5. Governing Law. This Second Amendment shall be governed by the laws of the State of California, applicable to contracts made and performed in the State of California.

Section 6. Effective Date. This Second Amendment will be effective upon the last to occur of (a) the execution by the Authority and the Trustee of this Second Amendment, (b) the execution by the Credit Bank and the Borrower of their respective consents hereto, and (c) the 31st day after notice of this Second Amendment has been given to the Bondholders pursuant to Section 9.01(g) to the Indenture.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment to Indenture of Trust as of the date first above written.

HOUSING AUTHORITY OF THE
COUNTY OF ALAMEDA:

By: _____
Christine Gouig,
Executive Director

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

By: _____
Authorized Officer

The foregoing Second Amendment to Indenture of Trust is hereby consented to:

PARK SIERRA, LLC, a California Limited Liability Company

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

By: _____
James G. Shontere,
Secretary

By: _____
Robert R. O'Dell,
Treasurer

FREDDIE MAC

By: _____
Its: _____

04002.02:J15025

[signature page to Second Amendment to Indenture of Trust – Park Sierra at Iron Horse Trail]

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: February 14, 2018

Subject: Anti-Bullying Policy & Complaint Procedure

Exhibits Attached: Recommended Anti-Bullying Policy & Complaint Procedure

Recommendation: Approve the recommended policy as presented

Financial Statement: None

BACKGROUND

In 2015, Governor Jerry Brown signed A.B. 2053, amending Government Code Section 12950.1. The statutory amendment requires that all California employers with 50 or more employees incorporate training on bullying in the workplace into the existing training mandate regarding the prevention of sexual harassment in the workplace.

The Housing Authority belongs to a training consortium provided by the law firm of Liebert Cassidy Whitmore, which provides training in compliance with the legal requirements of sexual harassment prevention and also the more recent requirement of incorporating the prevention of bullying in the workplace into existing harassment training.

DISCUSSION AND ANALYSIS

The anti-bullying training requirement is the same as the sexual harassment training requirement in that it applies to all managers, supervisors and lead workers. The law requires that these employees receive bi-annual training. The Housing Authority has and continues to be in full compliance with this training mandate.

Since the adoption of A.B. 2053, the issue of bullying has received an increasing amount of media attention and notoriety. Advice based on human resources best practices and legal analysis indicates that employers should consider amending their rules and policies to state that it is a violation of policy to engage in workplace bullying.

It should be noted that while A.B. 2053 does not create a new legal cause of action for an employee against an employer to seek damages for workplace bullying, employers should take all reasonable steps necessary to prevent workplace bullying. To that end, the Housing Authority has drafted the attached Anti-Bullying Policy & Complaint Procedure.



ANTI-BULLYING POLICY & COMPLAINT PROCEDURE

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

I. PURPOSE

The purpose of this Policy is to establish a strong commitment to prohibit and prevent bullying in the workplace and to set forth a procedure for resolving internal complaints. The Housing Authority of the County of Alameda encourages all covered individuals to report – as soon as possible – any conduct that they believe violates this Policy.

II. POLICY

The Housing Authority of the County of Alameda is committed to providing a safe work environment. In addition to prohibiting all forms of discrimination and harassment, the Housing Authority also prohibits any form of “intimidation or bullying” in the workplace or at work-related events.

Any employee who is reported to be a perpetrator will be provided due process before any disciplinary action is taken. Individuals who violate this Policy are subject to disciplinary action or other appropriate sanction up to and including termination.

III. DEFINITION

Bullying is the use of aggression with the intention of harming another individual. It can include any intentional written, visual, verbal, or physical act, when the act physically harms the individual or damages his or her property; has the effect of interfering with an employee’s ability to work; is severe or pervasive; and creates an intimidating or threatening environment.

Bullying comes in many shapes and sizes and can take many forms including, but not limited to, tormenting, taunting, abusive comments, using threatening gestures; pushing, shoving, punching, unwanted physical contact, or any use of violence; graffiti; name-calling, sarcasm, spreading rumors and teasing. Such conduct can also occur as a result of using electronic or telephone communications such as the internet, e-mail and chatroom misuse, mobile threats by text messaging or calls or misuse of cameras and video equipment.

IV. POLICY COVERAGE

Every employee and other individuals such as temporary agency workers, consultants, independent contractors and visitors, deserve to be treated with respect. It is the responsibility of employees, temporary agency workers, consultants, independent contractors and visitors to conduct themselves professionally and in accordance with this Policy.

V. RETALIATION

No employee or other covered individual will be subjected to any form of retaliation for reporting an incident or bullying, or participating in an investigation by the Housing Authority or its representatives into allegations of bullying. Additionally, all employees and



ANTI-BULLYING POLICY & COMPLAINT PROCEDURE

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

other covered individuals have a duty to cooperate in connection with any investigation being conducted. Any retaliation against a person for filing a complaint or participating in the complaint resolution process is prohibited. Individuals found to be retaliating in violation of this Policy will be subject to appropriate sanction or disciplinary action up to and including termination.

VI. COMPLAINT PROCEDURE

The Housing Authority takes a proactive approach to potential Policy violations and will conduct an investigation if a manager becomes aware that a potential violation may be occurring, regardless of whether the recipient or third party reports a potential violation.

Any individual who believes that he or she is being or has been subjected to any form of bullying as defined in this Policy should immediately report this to his or her supervisor, a manager or to the Human Resources Manager. In addition, any person who believes they have witnessed bullying of any person or who has received a report of such conduct, whether the perpetrator is an employee or other individual, shall immediately report the conduct to their supervisor, a manager or to the Human Resources Manager.

Confidentiality: Every effort will be made to assure the confidentiality of complaints made under this Policy. Complete confidentiality cannot occur, however, due to the need to fully investigate and the duty to take effective remedial action. As a result, confidentiality will be maintained to the extent possible. An employee who is interviewed during the course of an investigation is prohibited from attempting to influence any potential witness while the investigation is ongoing. An individual who is interviewed during the course of an investigation is prohibited from discussing the substance of the interview, except as otherwise directed by a manager or the Human Resources Manager, or to discuss the interview with a designated representative. Any individual who discusses the content of an investigatory interview with an individual other than a designated representative will be subject to discipline or other appropriate sanction. The Housing Authority will not disclose a completed investigation report except as it deems necessary to support a disciplinary action, to take remedial action, to defend itself in adversarial proceedings, or to comply with the law or court order.

Responsibilities:

Managers are responsible for:

1. Informing employees of this Policy;
2. Modeling appropriate behavior under this Policy;
3. Taking all steps necessary to prevent bullying from occurring;
4. Receiving complaints in a fair and serious manner, and documenting steps taken to resolve complaints;
5. Monitoring the work environment and taking immediate appropriate action to stop potential violations;



ANTI-BULLYING POLICY & COMPLAINT PROCEDURE

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

6. Following up with those who have complained to assure that the behavior has stopped and that there are no reprisals;
7. Reporting potential violations of this Policy of which he or she becomes aware to the Human Resources Manager or Executive Director, regardless of whether a complaint has been submitted; and
8. Participating in periodic training.

Employees and other covered individuals are responsible for:

1. Treating all employees, contractors, clients, and landlords with respect and consideration;
2. Modeling appropriate behavior that conforms to this Policy;
3. Fully cooperating with Housing Authority investigations by responding fully and truthfully to all questions posed during the investigation;
4. Taking no actions to influence any potential witness while the investigation is ongoing;
5. Maintaining the confidentiality of any investigation that the Housing Authority conducts by not disclosing the substance of any investigatory interview, except as directed by the Human Resources Manager or to a designated representative; and
6. Reporting any act he or she believes in good faith constitutes bullying as defined in the Policy, to his or her immediate supervisor, or a manager, or to the Human Resources Manager.

VII. DISSEMINATION OF POLICY

All employees shall receive a copy of this Policy when they are hired. The Policy may be updated from time to time and redistributed with a form for the employee to sign and return, acknowledging that the employee has received, read, and understands this Policy.



ANTI-BULLYING POLICY & COMPLAINT PROCEDURE

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING

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

I understand that the Housing Authority strongly encourages all employees to use the Complaint Procedure described in this Policy to make good faith reports of potential violations. I acknowledge that the Housing Authority of the County of Alameda has authority to investigate any potential violations of this Policy and that I have a duty to cooperate in any such investigation.

Dated: _____

Print Name: _____

Signature: _____

HOUSING AUTHORITY OF ALAMEDA COUNTY

AGENDA STATEMENT

Meeting: February 14, 2018

Subject: Management Fringe Benefit Survey Summary

Exhibits Attached: Survey Summary

Recommendations: Information Only

Financial Statement: N/A

BACKGROUND

At your November 8, 2017, meeting, a recommendation was made and accepted by your Commission to increase the life insurance benefit for HACA management staff to \$100,000. Staff recommended this increase because the Spring 2017 management compensation survey results indicated that several of our comparators had higher amounts than HACA.

At the time of your consideration of the life insurance benefit, some of you had questions regarding other management fringe benefits that HACA provides as well as what is provided by our established comparability agencies. So that you can see the complete results from the survey, staff has attached the survey results. The survey was performed by Koff & Associates, the consultant procured to conduct the triennial survey as part of the management compensation plan.

Fringe benefits have historically been available to all Housing Authority management employees as part of the management compensation plan. Administration of the compensation plan calls for a triennial survey of management employee salaries and fringe benefits paid by Bay Area housing authorities and cities in HACA's established comparability pool. The most recent triennial survey conducted was in the Spring of 2017.

Housing Authority of the County of Alameda

Summary of Management Benefits from the Koff & Associates Management Compensation Survey

AGENCY	MANAGEMENT BENEFITS
City of Fremont	<ul style="list-style-type: none"> • <u>Deferred Compensation</u>: Fremont Association of Management Employees, Unrepresented Fremont Officials, and Unrepresented Management Employees = 2% of base salary • <u>Health Insurances</u>: City contributes \$2,030.13 per month for management employees (excluding confidential); contribution is greater than CFEA (by \$48.18 per month) and Teamsters (by \$108.13 per month) but less than OE3 (by \$326.87 per month) • <u>Life and AD&D Insurances</u>: Coverage = \$100,000 (others receive \$50,000 coverage) • <u>Management Leave</u>: 0-10 years = 112 hours; 11+ years = 124 hours (non-accruable annual use or lose) • <u>Management Incentive Pay</u>: Premium pay for working outside the normal scope of duties and is at the discretion of the City Manager • <u>Annual Leave</u>: <ul style="list-style-type: none"> • City Manager = 188 hours • FAME, Unrepresented Fremont Officials, Unrepresented Management Employees: 0-5 years = 128 hours; 6-10 years = 152 hours; 11-15 years = 164 hours; 16+ years = 188 hours • Confidential: 0-5 years = 210 hours; 6-10 years = 234 hours; 11-15 years = 258 hours; 16+ years = 282 hours
City of Hayward	<ul style="list-style-type: none"> • <u>Health Insurances</u>: City contributes \$2,398.15 per month for HAME and Unrepresented Non-Executive; \$2,131.69 per month for Unrepresented Executive; \$2,531.38 per month for Local 21; and \$1,906.81 per month for SEIU • <u>Life and AD&D Insurances</u>: Coverage = 1x annual salary (others receive up to \$50,000 coverage) • <u>Floating Holidays</u>: None • <u>Management Leave</u>: 80 hours (awarded at start of calendar year; all leave must be used no later than the last pay period of the respective calendar year in which it is received, otherwise it is forfeited; employees may cash out up to 40 hours of leave each calendar year; employees may cash out additional 40 hours of leave with approval of department director and City Manager if due to workload employee is not able to take time off; the additional cash-out will be applied to a single biweekly payroll and employees will be responsible for all taxes associated with such payout); for unrepresented employees, all requests for cash out must be submitted no later than December 1st of the respective year and will be applied to a biweekly payroll and employees are responsible for all taxes associated with such payout • <u>Professional Development</u>: Maximum reimbursement is greater for management (HAME and Unrepresented Executive Exempt = \$500 per year; Unrepresented Non-Executive = \$350 per year; Local 21 = \$250 per year; All Others = \$0); reimbursement may be used for career development resources purchases made during that fiscal year and must be submitted by June 1st • <u>Vacation</u>: <ul style="list-style-type: none"> • HAME, Unrepresented Executive: 1-4 years = 80 hours; 5-9 years = 120 hours; 10-19 years = 160 hours; 20+ years = 200 hours

Housing Authority of the County of Alameda
Summary of Management Benefits from the Koff & Associates Management Compensation Survey
(Continued)

AGENCY	MANAGEMENT BENEFITS
City of San Leandro	<ul style="list-style-type: none"> • <u>Floating Holidays</u>: 2 days per year (offered to management and non-management) • <u>Management Leave</u>: Management = 80 hours; Department Heads = 120 hours (paid out equally at each pay period) • <u>Professional Development</u>: Reimbursement for technology, health club dues, health care equipment, and job-related training (in addition to tuition reimbursement) • <u>Vacation</u>: <ul style="list-style-type: none"> • Management: 0-4 years = 96 hours (if a newly hired employee possesses 5 years of experience in the field in which hired, employee shall accrue leave at rate of 120 hours per year of service performed); 5 years = 126 hours; for each year of full-time City service completed thereafter, 6 hours of vacation shall be added up to maximum of 200 hours.
City of San Mateo	<ul style="list-style-type: none"> • <u>Deferred Compensation</u>: Confidential and Exempt Management = 0.9% of base salary • <u>Floating Holidays</u>: 3 days (offered to management and non-management) • <u>Management Leave</u>: 48 hours (accrues on a pay period basis; employees are allowed a maximum balance of 80 hours and may sell back up to 40 hours during a fiscal year; with department head recommendation and City Manager approval, the employee may be granted additional 40 hours of leave and if the additional hours take the employee's balance over the 80 hour maximum, the employee may be allowed to sell back an additional 40 hours) • <u>Vacation</u>: Accrual rates for Confidential and Exempt Management are higher than General employees: <ul style="list-style-type: none"> • Management Association, Department Heads, Deputy Directors: 0-12 years = 160 hours; 13-23 years = 180 hours; 24+ years = 200 hours
County of Alameda	<ul style="list-style-type: none"> • <u>County Allowance</u>: Alameda County offers employees an annual allowance to offset the cost of medical, dental, vision, supplemental employee life, and AD&D insurance benefits elections. The unused portion of these flex dollars are deposited into a Health Flexible Spending Account for the management employee, which can be used for unreimbursed medical expenses. <ul style="list-style-type: none"> • ACMEA, Unrepresented = \$3,100 per year • IFPTE = \$900 per year • SEIU = \$1,100 per year Typically, allowances such as these are considered non-taxable if applied towards qualified benefits. • <u>Floating Holidays</u>: <ul style="list-style-type: none"> • ACMEA = 4 days (same as non-management) • Unrepresented = 1 day • <u>Management Leave</u>: <ul style="list-style-type: none"> • Exempt Executive = 80 hours (management leave + personal leave) • <u>Vacation</u>: <ul style="list-style-type: none"> • ACMEA, Unrepresented: 0-4 years = 80 hours; 4-11 years = 120 hours; 11-20 years = 160 hours; 20+ years = 200 hours

Housing Authority of the County of Alameda
Summary of Management Benefits from the Koff & Associates Management Compensation Survey
(Continued)

AGENCY	MANAGEMENT BENEFITS
City of Richmond Housing Authority	<ul style="list-style-type: none"> • <u>Life and AD&D Insurances</u>: Coverage = 2x annual salary up to \$250,000 (SEIU receives \$30,000 coverage) • <u>Floating Holidays</u>: 5.25 days (SEIU receives 6.25 days) • <u>Management Leave</u>: Local 21 = 40 hours; Management = 88 hours (leave is not carried over and may not be cashed out; leave will be available after 6 months of employment and pro-rated for new hires who have worked less than a full fiscal year; after six months of employment, the employee will be credited with three days and will receive one additional day for each remaining three months of the fiscal year they work) • <u>Auto Allowance</u>: Department Heads receive auto allowance (Housing Authority ED declined allowance) • <u>Vacation</u>: 1-3 years = 80 hours; 4-10 years = 120 hours; 11-15 years = 160 hours; 16-30 years = 200 hours; 30+ years = 240 hours
Housing Authority of the County of Contra Costa	<ul style="list-style-type: none"> • <u>Deferred Compensation</u>: \$60 per month • <u>Life and AD&D Insurances</u>: Exempt Coverage = \$40,000; Executive Director = \$50,000 (Non-Exempt employees receive \$15,000 coverage) • <u>Floating Holidays</u>: 3 days (offered to management and non-management) • <u>Management Leave</u>: 60 hours • <u>Auto Allowance</u>: Executive Director = \$600 per month • <u>Vacation</u>: 0-10 years = 80 hours; increasing 5.33 hours per year until 14 years = 101.36 hours; 15-19 years = 106.64 hours; 20-24 years = 133.36 hours; 25-29 years = 160 hours; 30+ years = 186.64 hours
Housing Authority of the City of Alameda	<ul style="list-style-type: none"> • <u>Floating Holidays</u>: 3.5 days (offered to management and non-management) • <u>Vacation</u>: 1-4 years = 80 hours; 5 years = 120 hours and increasing 4 hours per year until 25+ years = 200 hours (Executive Director may grant up to 20 working days of vacation upon employment to recognize previous applicable experience)
Housing Authority of the County of Santa Clara	<ul style="list-style-type: none"> • <u>Floating Holidays</u>: 1 day (offered to management and non-management) • <u>Management Leave</u>: Grades 12-17 = 40 hours; Grades 18+ = 80 hours (hours are deposited at the beginning of the calendar year; there is no carryover of hours; no cash out) • <u>Auto Allowance</u>: Executive Director = \$650 per month; Deputy Executive Director and Directors = \$450 per month • <u>Vacation</u>: <ul style="list-style-type: none"> • Employee in Pay Grade II and Below: 7 months-2 years = 80 hours; 2-4 years = 104 hours; 5-9 years = 136 hours; 10-14 years = 160 hours; 15-19 years = 184 hours; 20+ years = 208 hours • Employee in Pay Grade 12-19: 7 months-1 year = 80 hours; 1-4 years = 104 hours; 5-9 years = 144 hours; 10-14 years = 160 hours; 15-19 years = 184 hours; 20+ years = 208 hours • Employee in Pay Grade 20 and Above: 7 months-1 year = 120 hours; 1-4 years = 160 hours; 5-9 years = 180 hours; 10-14 years = 200 hours; 15-19 years = 220 hours; 20+ years = 240 hours

Housing Authority of the County of Alameda
Summary of Management Benefits from the Koff & Associates Management Compensation Survey
(Continued)

AGENCY	MANAGEMENT BENEFITS
Marin Housing Authority	<ul style="list-style-type: none"> • <u>Retirement</u>: Employer Paid Member Contribution is greater for Unrepresented employees • <u>Life and AD&D Insurances</u>: Unrepresented Management = 1x annual salary + \$10,000; Unrepresented Senior Management = 2x annual salary + \$10,000 (Represented employees receive \$10,000 coverage) • <u>Floating Holidays</u>: Unrepresented Management = 2 days (Represented = 5 days; Confidential = 5 days) • <u>Management Leave</u>: Management and Senior Management = 48 hours; Confidential = 24 hours (leave is awarded by calendar year and must be used in year awarded; terminating employees' days are prorated; unused leave will not be paid upon termination) • <u>Vacation</u>: <ul style="list-style-type: none"> • Unrepresented: 1-2 years = 80 hours; 3-9 years = 120 hours; 10-24 years = 160 hours; 25-29 years = 200 hours; 30+ years = 240 hours
Oakland Housing Authority	<ul style="list-style-type: none"> • <u>Management Benefit</u>: Consists of an annual allowance which is credited to each employee's account each January; employees may use the allowance for payment toward employee's share of health, dental, and vision insurance; uncovered health expenses; membership in professional associations and publications; expenses for continuing education, tuition, fees, and books; parking and public transportation expenses; and unscheduled items as approved by the Executive Director. Any remaining balance that has not been used prior to the end of the calendar year will not be compensated for in cash, nor will the balance be carried over into the succeeding year. <ul style="list-style-type: none"> • Senior Professional and Unrepresented = \$900 per year • Middle Management = \$1,100 per year • Senior Management = \$1,725 per year • <u>Floating Holidays</u>: Senior Management, Middle Management = 1 day; Unrepresented = 2 days (All Others = 1 day) • <u>Management Leave</u>: 40 hours (awarded on anniversary date) • <u>Auto Allowance</u>: Executive Director = \$450 per month; Deputy Executive Director = \$400 per month • <u>Vacation</u>: 1-4 years = 80 hours; 5-11 years = 120 hours; 12-19 years = 144 hours; 20+ years = 160 hours

Housing Authority of the County of Alameda
Summary of Management Benefits from the Koff & Associates Management Compensation Survey
(Continued)

AGENCY	MANAGEMENT BENEFITS
San Mateo County Housing Authority	<ul style="list-style-type: none"> • <u>Life Insurance</u>: Coverage = \$50,000 (SEIU receive \$20,000 coverage) • <u>Flexible Spending Card</u>: \$200 debit card (to be used for healthcare or childcare expenses) • <u>Floating Holidays</u>: 1 day (offered to management and non-management) • <u>Management Leave</u>: 130 hours (5 hours are accrued by pay period [biweekly] and can be accrued up to 260 hours; each April the employee can cash out up to 50% of leave balance) • <u>Vacation</u>: <ul style="list-style-type: none"> • Management: 0-5 years = 104 hours; 2-4 years = 104 hours; 5-9 years = 127.4 hours; 10-15 years = 153.4 hours; 15-20 years = 169 hours; 20-25 years = 176.8 hours; 25+ years = 192.4 hours

FINANCIAL STATUS REPORT **(UNAUDITED)**

Quarter and Year End
June 30, 2017

HOUSING AUTHORITY OF ALAMEDA COUNTY

Financial Status Report for the Quarter and Year Ending June 30, 2017 (Unaudited)

	Low Rent Public Housing	Housing Choice Vouchers	Housing Development Fund	Park Terrace	Ocean Avenue	TOTAL
Operating revenues						
Rental revenue - tenants	\$ -	\$ -	\$ 143,000	\$ 140,071	\$ 72,962	\$ 356,033
Other revenue	-	-	0	400	244	644
Total operating revenues	-	-	143,000	140,471	73,206	356,677
Operating expenses						
Administration	(7,151)	(8,317,307)	(1,050,058)	(46,804)	(30,347)	(945,1667)
Tenant service	0	-	0	0	0	0
Utilities	(3,553)	-	(54,344)	(52)	(11,492)	(69,441)
Ordinary maintenance and operations	(45,365)	-	(359,189)	(56,843)	(26,974)	(488,371)
General expenses (*incl HAP exp for LRPH)	*(153,564)	(69,120)	(23,276)	(725)	(964)	(247,648)
Total operating expenses	(209,633)	(8,386,426)	(1,486,866)	(104,424)	(69,778)	(10,257,127)
Non-operating revenues						
HUD PHA grants	107,934	6,734,388	-	-	-	6,842,322
Capital Fund Grant	-	-	-	-	-	0
Other revenue	-	450,376	1,001,478	-	1,179	1,453,033
Investment income	-	-	22,220	3,271	524	26,016
Notes interest income	330,000	-	-	-	-	330,000
Total non-operating revenues	437,934	7,184,764	1,023,699	3,271	1,703	8,651,371
Unaudited Change in Net Position	\$ 228,301	\$ (1,201,662)	\$ (320,167)	\$ 39,318	\$ 5,132	\$ (1,249,079)
Depreciation Expense	0	0	(1,012,419)	(36,508)	(43,384)	(1,092,311)
Adjusted Unaudited Change in Net Position	\$ 228,301	\$ (1,201,662)	\$ (1,332,587)	\$ 2,810	\$ (38,252)	\$ (2,341,390)
HAP Funding Received		\$ 100,353,581				\$ 100,353,581
Other Income (Fraud Recovery, FSS forfeitures)		258,545				258,545
HAP Expenses		(101,026,174)				(101,026,174)
Interest earned payable to HUD		0				0
Addition to/(Use of) NRP - restricted for HAP		\$ (414,048)				\$ (414,048)

NET POSITION Balance @ FYE 6/30/17

Net Investment in Capital Assets	\$ 0	\$ 0	\$ 6,650,209	\$ 352,082	\$ 598,548	\$ 7,600,840
Restricted for HAP (NRP)	N/A	0	N/A	N/A	N/A	0
Restricted (LRPH Eden Loan, security deposits held)	12,241,116	0	0	0	0	12,241,116
Unrestricted	54,640	1,144,448	3,593,206	1,151,944	184,098	6,128,336
Unrestricted (Post-GASB 68)		(7,569,654)				(7,569,654)
TOTAL EQUITY - NET ASSETS/POSITION	\$ 12,295,757	\$ (6,425,207)	\$ 10,243,415	\$ 1,504,026	\$ 782,647	\$ 18,400,638

Program Reserves (for HAP- held by HUD) bal @ FYE 6/30/17 (est.): \$ 565,181

Change in Net Position Summary

(Decrease)-Net Investment in Capital Assets due to depreciation	0	0	(1,012,419)	(36,508)	(43,384)	(1,092,311)
Increase - Net Investment in Capital Assets due to capital expenditure						0
Increase/(Decrease)- Restricted NRP		0				0
Increase - Restricted Other due to interest income on Notes Receivable						0
Increase (Decrease) - Unrestricted (operating income/loss) - NPL		(949,761)				(949,761)
Increase (Decrease) - Unrestricted (operating income/loss)	228,301	(251,900)	(320,167)	39,318	5,132	(299,317)
Total Change in Net Position	228,301	(1,201,661)	(1,332,587)	2,810	(38,252)	(2,341,390)

PROGRAM ACTIVITY

REPORT

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

AGENDA STATEMENT

Meeting: February 14, 2018

Subject: Programs Activity Report

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

Recommendation: Receive Report

Financial Statement: None

SECTION 8 HOUSING CHOICE VOUCHERS

- **Lease-Up, Program Utilization, Fraud/Debt Recovery, Housing Quality Standards (HQS) Abatements:** staff will provide the updated information next month. Our new housing software's reporting feature is still being implemented.
- **HCV Program Utilization:** As of January 30, 2018, the average HAP subsidy was \$1,572 and the average tenant-paid rent portion was \$468 for an average Contract Rent of \$2,039. Amounts vary by \$1 due to rounding.
 - ❖ As of January 30, 2018, HACA had 117 outgoing billed portability contracts (i.e., HACA voucher holders who are housed in another housing authority's jurisdiction).
 - ❖ As of January 30, 2018, HACA billed other housing authorities for 319 incoming portability contracts.
 - ❖ 222 of PACH's 230 project-based voucher (PBV) units are leased. These are HACA's former public housing units converted under HUD's Section 18 or Rental Assistance Demonstration programs and transferred to PACH, HACA's instrumentality.
- **Section 8 Contract Report:** A copy of the Contract Report is attached.
- **Landlord Rental Listings:** As of January 2, 2018, there were 933 landlords with properties in HACA's jurisdiction utilizing the *GoSection8* rental listing service. There were five new landlords added to the Section 8 program in December. There were 51 active properties listed as of December 1, 2017.
- **HCV Housing Quality Standards (HQS) Abatements:** During the fourth quarter of 2017, HACA scheduled 1,015 annual inspections. Of those, 779 (77%) passed inspection the day they were inspected, 87 (9%) failed inspection, and 149 (15%) were "no shows". Additionally, HACA did not abate any HAP contracts in Q4 2017 for non-compliance with HQS.

FAMILY SELF SUFFICIENCY (FSS)

In January, the FSS Department concentrated on auditing 199 participant files in order to review their successes for the year. The FSS Department achieved some great outcomes in 2017.

Fourteen households successfully graduated from the FSS program with \$205,650 in escrow funds disbursed to those graduates. Fifteen participants earned promotions at their current job or secured a new job. Eleven participants achieved their educational milestone by obtaining their GED, High School diploma, Bachelor's degree or Master's degree. Three FSS alumni purchased homes of their own without Section 8 HCV homeownership assistance.

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

	Certificates		Vouchers		JANUARY 2018 TOTAL			
City	Number	HAP*	Number	HAP**	Number	HAP	JANUARY 2017	JANUARY 2016
		based on avg		based on avg				
		\$ 1,467		\$ 1,572				
Albany	0	\$0	21	\$33,012	21	\$33,012	27	27
Castro Valley	12	\$17,604	199	\$312,828	211	\$330,432	209	208
Dublin	3	\$4,401	392	\$616,224	395	\$620,625	350	356
Emeryville	5	\$7,335	150	\$235,800	155	\$243,135	128	126
Fremont	21	\$30,807	1,038	\$1,631,736	1,059	\$1,662,543	1,069	1,075
Hayward	89	\$130,563	1,885	\$2,963,220	1,974	\$3,093,783	2,025	2,038
Newark	5	\$7,335	201	\$315,972	206	\$323,307	222	224
Pleasanton	3	\$4,401	194	\$304,968	197	\$309,369	114	113
San Leandro	12	\$17,604	1,333	\$2,095,476	1,345	\$2,113,080	1,469	1,469
San Lorenzo	1	\$1,467	200	\$314,400	201	\$315,867	199	200
Union City	4	\$5,868	729	\$1,145,988	733	\$1,151,856	730	730
TOTALS	155	227,385	6,342	9,969,624	6,497	10,197,009	6,542	6,566

* Based on an average January Housing Assistance Payment (HAP) of \$1,467 per certificate contract

**Based on an average January Housing Assistance Payment (HAP) of \$1,572 per voucher contract

HOUSING AUTHORITY OF THE COUNTY OF ALAMEDA

Section 8 Voucher Average Contract Rent Report for the Month of January 2018

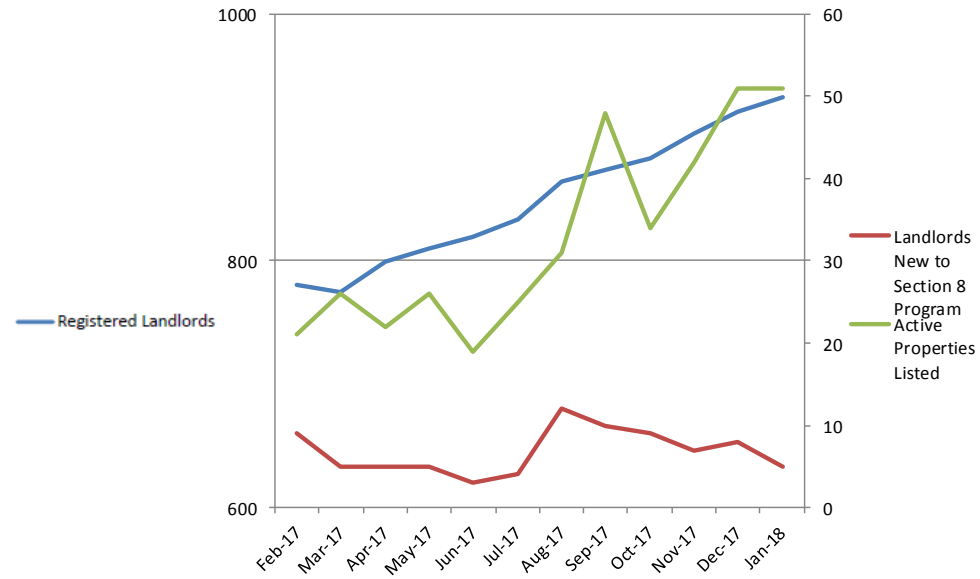
City	Number of HAP Contracts	Average Contract Rent	Average HAP Paid by HACA	Average Rent Paid by Family	Average Family-Paid Rent as a Percentage of Average Contract Rent
Albany	21	\$1,651	\$1,304	\$346	21%
Castro Valley	199	\$2,036	\$1,633	\$404	20%
Dublin	392	\$1,864	\$1,482	\$383	21%
Emeryville	150	\$1,610	\$1,123	\$487	30%
Fremont	1,038	\$2,220	\$1,743	\$478	22%
Hayward	1,885	\$1,975	\$1,520	\$455	23%
Newark	201	\$2,389	\$1,766	\$623	26%
Pleasanton	194	\$1,676	\$1,296	\$379	23%
San Leandro	1,333	\$1,958	\$1,480	\$477	24%
San Lorenzo	200	\$2,248	\$1,724	\$523	23%
Union City	729	\$2,236	\$1,737	\$498	22%

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

Landlord Rental Listing Report

Monthly

	2/1/2017	3/1/2017	4/3/2017	5/1/2017	6/1/2017	7/5/2017	8/1/2017	9/1/2017	10/2/2017	11/1/2017	12/4/2017	1/2/2018
Registered Landlords	780	775	799	810	819	834	864	874	883	903	921	933
Landlords New to Section 8 Program	9	5	5	5	3	4	12	10	9	7	8	5
Active Properties Listed	21	26	22	26	19	25	31	48	34	42	51	51





To: Christine Gouig, Executive Director
From: Daniel Taylor, Special Programs Manager
Re: **FSS Program Summary**
CC: Linda Evans, Phyllis Harrison, Mary Sturges, Danielle Roundtree
Date: January 25, 2018

Program Summary	January 2018
Total Clients Under Contract:	175
MDRC:	100
Graduates:	0
Escrow Disbursed:	\$0
Ports In:	0
Ports Out:	0
Terminations:	0
New Contracts:	1

FSS PROGRAM NEWS:

At A Glance - 2017 FSS Program Outcomes

The FSS team provided employment and social services information and referrals to approximately 199 households in 2017. Listed below are program outcomes for the year:

- 14 participants successfully graduated the FSS program.
- \$205,650 in escrow accounts were disbursed to FSS graduates.
- 15 participants earned promotions at their job or secured a new job.
- 5 participants earned a Master's degree.
- 3 participants earned a Bachelor's degree.
- 3 participants obtained a GED / High School diploma.
- 3 FSS alumni purchased a home without Section 8 HCV homeownership assistance.

Case Management Referrals = 10
Job Lead Referrals = 65